

Recording requested by
and when recorded return to:

Rex A. Palmer, Esq.
Mayer, Brown, Rowe & Maw
190 South LaSalle Street
Chicago, Illinois 60603

Tax Parcel No. 21-25-127-003

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
BY: ZJM, DEPUTY - WI 51 P.

8326876

UTAH LEASE SUPPLEMENT, MEMORANDUM OF LEASE
AND DEED OF TRUST
(BUILDINGS)
(Midvale, Utah)

dated as of August 20, 2002

among

BNY MIDWEST TRUST COMPANY, not in its individual capacity but solely in its capacity as
Owner Trustee, as Lessor

and

STERLING COLLISION CENTERS, INC., as Lessee

and

GUARDIAN TITLE COMPANY OF UTAH, as Trustee

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UTAH LEASE SUPPLEMENT,
MEMORANDUM OF LEASE AND DEED OF TRUST

THIS UTAH LEASE SUPPLEMENT, MEMORANDUM OF LEASE AND DEED OF TRUST (this "Lease Supplement") dated as of August 20, 2002 between BNY MIDWEST TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee under Amended and Restated Trust Agreement (Allstate Real Estate Trust) dated as of December 28, 2001, as the lessor (the "Lessor") and STERLING COLLISION CENTERS, INC., a Delaware corporation, as lessee (the "Lessee"):

WHEREAS, Lessor is the owner of the land described on Appendix B hereto (the "Land") and wishes to lease all Buildings (as defined in Appendix A hereto) and other improvements thereon or which thereafter may be constructed thereon to the Lessee pursuant to the Sterling Lease (as defined in Appendix A hereto);

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **Definitions; Interpretation.** For purposes of this Lease Supplement, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Appendix A to the Lease Agreement, dated as of December 28, 2001, between Lessee and Lessor; and the rules of interpretation and Documentary Conventions set forth in Appendix A to the Lease shall apply to this Lease Supplement. A copy of said Appendix A is attached hereto for reference.

SECTION 2. **The Properties.** Effective upon the execution and delivery of this Lease Supplement by Lessor and Lessee, all Buildings and other improvements on the Land or which thereafter may be constructed thereon pursuant to the Sterling Lease (collectively, the "Subject Property") shall be subject to the terms and provisions of the Sterling Lease and Lessor hereby grants, conveys, transfers and assigns to Lessee those interest, rights, titles, estates, powers and privileges provided for in the Sterling Lease with respect to the Subject Property.

SECTION 3. **Amendments to Sterling Lease with Respect to Subject Property:** Effective upon the execution and delivery of this Lease Supplement by Lessor and Lessee, the following terms and provisions shall apply to the Sterling Lease with respect to the Subject Property:

Pursuant to the Sterling Lease, the Lessor and Lessee intend that for all purposes other than accounting purposes that this Lease Supplement be and the same is hereby agreed to be a Deed of Trust and Security Agreement and shall hereinbelow sometimes be referenced to as a "Deed of Trust".

Said Deed of Trust and Security Agreement is made and entered into as of the date set forth first above by and between Lessee, as grantor (hereinafter sometimes designated as "Grantor"), GUARDIAN TITLE COMPANY OF UTAH, with an address at 6975 Union Park

Center, Suite 390, Midvale, Utah 84047, as Trustee (hereinafter the "Trustee") and Lessor, as beneficiary (hereinafter sometimes designated as "Beneficiary").

WITNESSETH:

WHEREAS, Grantor is indebted and obligated to Beneficiary as evidenced by the Sterling Lease, providing for payment of the Basic Rent, Supplemental Rent and other Indebtedness described therein plus attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth in the Sterling Lease and other Operative Documents;

WHEREAS, Allstate Insurance Company is indebted and obligated to Beneficiary as evidenced by the Allstate Insurance Lease (together with the Sterling Lease called the "Leases") providing for payment of Basic Rent, Supplemental Rent and other obligations described therein; and

WHEREAS, Grantor desires to secure prompt payment of the Basic Rent, Supplemental Rent and all of the other obligations of the Grantor and Allstate Insurance Company to the Beneficiary under the Leases and the other Operative Documents (all such obligations being herein referred to as the "Indebtedness").

NOW THEREFORE, to secure the performance and observance by Grantor of all covenants and conditions as set forth in this Deed of Trust and the prompt payment of the Indebtedness and for and in consideration of the sum of TEN DOLLARS (\$10.00) paid by Beneficiary to Grantor this date, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, THE GRANTOR HEREBY CONVEYS TO THE TRUSTEE AND HEREBY GRANTS, ASSIGNS, TRANSFERS, WARRANTS AND SETS OVER TO THE TRUSTEE, WITH POWER OF SALE, IN TRUST FOR THE USE AND BENEFIT OF THE BENEFICIARY, AND GRANTS THE BENEFICIARY AND THE TRUSTEE A LIEN AND SECURITY INTEREST IN THE SUBJECT PROPERTY AND ALL AWARDS AND LOSS PROCEEDS (COLLECTIVELY, THE "TRUST PROPERTY").

TO HAVE AND TO HOLD the Trust Property and the rights and privileges hereby granted unto the Trustee, its successors and assigns for the uses and purposes set forth, until the Indebtedness has been paid in full, unless otherwise provided in the Operative Documents.

1. Payment of Indebtedness. The Grantor shall pay all Rent and other amounts owing from time to time in accordance with the terms of the Sterling Lease and perform each term to be performed by it under the Sterling Lease and the other Operative Documents.

2. Other Covenants. At any time and from time to time, upon the written request of the Beneficiary, and at the sole expense of the Grantor, the Grantor will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Beneficiary reasonably may request for the purposes of obtaining or preserving the full benefits of this Deed of Trust and of the rights and powers granted by this Deed of Trust.

3. Default: Remedies. (a) If an Event of Default has occurred and is continuing and the Rent has been accelerated pursuant to the Leases:

(i) the Trustee, in addition to all other remedies available at law or in equity, shall have the right forthwith to enter upon and take possession of the Trust Property, and to let the Trust Property and receive the rents, issues and profits thereof, to make repairs and to apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amounts hereby secured; and

(ii) the Trustee, shall, as a matter of right, at the option of the Beneficiary, be entitled to the appointment of a receiver for the Trust Property, and the Grantor hereby consents to such appointment and waives notice of any application therefor.

(b) If an Event of Default has occurred and is continuing and the Rent has been accelerated pursuant to the Leases, the Trustee may, at the direction of the Beneficiary, proceed by an action at law, suit in equity or other appropriate proceeding, to protect and enforce its rights, whether for the foreclosure of the lien of this Deed of Trust, or for the specific performance of any agreement contained herein or for an injunction against the violation of any of the terms hereof. The proceeds of any sale of any of the Trust Property shall be applied pursuant to the Operative Documents.

(c) If Beneficiary elects to exercise the power of sale herein contained, Grantor shall notify Trustee and shall deposit with Trustee such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(i) Upon receipt of such statement and notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Grantor such Notice of Default and Notice of Sale as then required by law. Trustee shall, without demand on Grantor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Notice of Sale and such notices having been given as required by law, sell the Trust Property at the time and place of sale fixed by it in said Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any persons, including, without limitation, Grantor, Trustee or Beneficiary, may purchase at such sale and Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(ii) After deducting all costs, fees and expenses of Trustee and of this Trust, including, without limitation, Trustee's fees and reasonable attorneys' fees, and costs of evidence of title in connection with sale, and, subject to the provisions of the Operative Documents (to the extent permitted by applicable law), Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the terms of the Operating Documents, not then repaid, with accrued interest at the Overdue

Rate; (ii) second, all sums due under the Leases; (iii) all other sums, then secured hereby; and (iv) the remainder, if any, to the person or persons legally entitled thereto.

(iii) Trustee may postpone sale of all or any portion of the Trust Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

(d) The Grantor hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale of the Trust Property or any interest therein.

4. Remedies Not Exclusive. The Beneficiary shall be entitled to enforce payment of the indebtedness and performance of the Indebtedness and to exercise all rights and powers under this Deed of Trust or under any of the other Operative Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Indebtedness may now or hereafter be otherwise secured, whether by deed of trust, deed to secure debt, Deed of Trust, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Beneficiary, it being agreed that the Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary in such order and manner as the Beneficiary may determine in its absolute discretion. No remedy herein conferred upon or reserved to the Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Operative Documents to the Beneficiary or to which they may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Beneficiary. In no event shall the Beneficiary, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of rents to the Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Trust Property), be deemed a "Mortgagee in possession," and the Beneficiary shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

5. Performance by the Trustee or the Beneficiary of the Grantor's Obligations. If the Grantor fails to perform or comply with any of its agreements contained herein, the Trustee or the Beneficiary, at their option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement. The expenses of the Trustee and the Beneficiary incurred in connection with actions undertaken as provided in this Section, together with interest thereon at a rate per annum equal to the Overdue Rate, from the date of payment by the Trustee or the Beneficiary, as applicable, to the date reimbursed by the Grantor, shall be payable by the Grantor to the Trustee or the Beneficiary on demand.

6. Duty of the Trustee. The Beneficiary's and Trustee's sole duty with respect to the custody, safekeeping and physical preservation of any Trust Property in its possession, under the

Uniform Commercial Code or otherwise, shall be to deal with it in the same manner as the Trustee deals with similar property for its own account. Neither the Trustee, the Beneficiary nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Trust Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trust Property upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to the Trust Property or any part thereof.

7. Duty of the Beneficiary. The Beneficiary's sole duty with respect to the custody, safekeeping and physical preservation of any Trust Property in its possession, under the Uniform Commercial Code or otherwise, shall be to deal with it in the same manner as the Beneficiary deals with similar property for its own account. Neither the Beneficiary nor the Trustee nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Trust Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trust Property upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to the Trust Property or any part provided thereof.

8. Powers Coupled with an Interest. All powers, authorizations and agencies contained in this Deed of Trust are coupled with an interest and are irrevocable until this Deed of Trust is terminated and the lien created hereby is released.

9. Execution of Financing Statements. The Grantor authorizes the Beneficiary to file financing statements with respect to the Trust Property without the signature of the Grantor in such form and in such filing offices as the Beneficiary reasonably determines appropriate to perfect the security interests of the Beneficiary under this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement for filing in any jurisdiction.

10. Security Agreement under Uniform Commercial Code. a. It is the intention of the parties hereto that this Deed of Trust shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State in which the Trust Property is located (the "Uniform Commercial Code"). If an Event of Default shall occur, then in addition to having any other right or remedy available at law or in equity, the Beneficiary shall have the option of either (i) proceeding under the Uniform Commercial Code and exercising such rights and remedies as may be provided to a secured party by the Uniform Commercial Code with respect to all or any portion of the Trust Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Trust Property in accordance with the Beneficiary's rights, powers and remedies with respect to the real property (in which event the default provisions of the Uniform Commercial Code shall not apply). If the Beneficiary, shall elect to proceed under the Uniform Commercial Code, then fifteen days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Beneficiary shall include, but not be limited to, attorneys' fees and legal expenses. At the Beneficiary's request, the Grantor shall assemble the personal property and make it available to the Beneficiary at a place designated by the Beneficiary which is reasonably convenient to both parties.

(b) The Grantor and the Beneficiary agree, to the extent permitted by law, that this Deed of Trust upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of the Uniform Commercial Code.

(c) The Grantor, upon request by the Beneficiary from time to time, shall execute, acknowledge and deliver to the Beneficiary one or more separate security agreements, in form satisfactory to the Beneficiary, covering all or any part of the Trust Property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as the Beneficiary may request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Deed of Trust and such security instrument. The Grantor further agrees to pay to the Beneficiary on demand all costs and expenses incurred by the Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements the Beneficiary shall reasonably require. If the Grantor shall fail to furnish any financing or continuation statement within 10 days after request by the Beneficiary, then pursuant to the provisions of the Uniform Commercial Code, the Grantor hereby authorizes the Beneficiary, without the signature of the Grantor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in the records relating to personal property or chattels shall not be construed as in any way impairing the right of the Beneficiary to proceed against any personal property encumbered by this Deed of Trust as real property, as set forth above.

11. Amendments in Writing; No Waiver; Cumulative Remedies. a. None of the terms or provisions of this Deed of Trust may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and the Beneficiary in accordance with the terms of the Sterling Lease.

(b) No failure to exercise, nor any delay in exercising, on the part of the Beneficiary, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Beneficiary of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Beneficiary would otherwise have on any future occasion.

(c) The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

12. Successors and Assigns. This Deed of Trust shall run with the land and be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Beneficiary, the Lenders and their respective successors and assigns.

13. Authority of Trustee. The Grantor acknowledges that with respect to any action taken by the Trustee or the exercise or non-exercise by the Trustee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Deed of Trust, as between the Grantor and the Beneficiary, the Trustee shall be conclusively

presumed to be acting as Beneficiary for the Beneficiary with full and valid authority so to act or refrain from acting, and the Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

14. Grantor's Waiver of Rights. Except as otherwise set forth herein, to the fullest extent permitted by law, the Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Trust Property, (ii) any extension of the time for the enforcement of the collection of the indebtedness or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Trust Property from attachment, levy or sale under execution or exemption from civil process. Except as otherwise set forth herein, to the full extent the Grantor may do so, the Grantor agrees that the Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension, reinstatement or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and the Grantor, for the Grantor and its successors and assigns, and for any and all Persons ever claiming any interest in the Trust Property, to the extent permitted by law, hereby waives and releases all rights of reinstatement, redemption, valuation, appraisal stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created.

15. Substitute or Successor Trustee. The Beneficiary, with or without cause, is authorized either in its own name or through an attorney or attorney-in-fact appointed for the purpose by written instrument duly recorded and without any formality other than a designation in writing of a successor substitute trustee, to appoint a successor or substitute trustee who shall thereupon become vested with and succeed to all the rights, title and powers given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever Beneficiary desires.

16. Employment of Agents. Trustee, or anyone acting in its stead, shall have, in its discretion, authority to employ all proper agents and attorneys in the execution of this trust and in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Trust, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Grantor hereby undertakes and agrees to pay the costs of such services rendered to Trustee.

17. Indemnification of Trustee. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the Premises or the title thereto, or the interest of Trustee or Beneficiary under this Deed of Trust, except for any action or proceeding arising out of the willful misconduct or, to the extent prohibited by law, the gross negligence of Trustee or Beneficiary, Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or any of them in any case, and the same shall become so much additional indebtedness secured hereby.

18. Multiple Security. If (a) the Trust Property shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to

this Deed of Trust, the Beneficiary shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Indebtedness upon other property in the State in which the Trust Property is located (whether or not such property is owned by the Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, the Beneficiary may, in its discretion, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Indebtedness (including the Trust Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. The Grantor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to the Lenders to extend the Indebtedness, and the Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. The Grantor further agrees that if the Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Trust Property or against any collateral other than the Trust Property, which collateral directly or indirectly secures the Indebtedness, or if the Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Trust Property is located, the Beneficiary may commence or continue foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Trust Property and the Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Deed of Trust nor the exercise of any other rights hereunder nor the recovery of any judgment by the Beneficiary in any such proceedings shall prejudice, limit or preclude the Beneficiary's rights to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Trust Property is located) which directly or indirectly secures the Indebtedness, and the Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Deed of Trust, and the Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, the Beneficiary may, at its election, cause the sale of all Trust Property which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all Trust Property securing the Indebtedness (directly or indirectly) in the most economical and least time-consuming manner.

19. Partial Release; Full Release. The Beneficiary may release, for such consideration or none, as it may require, any portion of the Trust Property without, as to the remainder of the Trust Property, in any way impairing or affecting the lien, security interest and priority herein provided for the Beneficiary compared to any other lien holder or secured party.

20. Miscellaneous. (a) This Deed of Trust is one of several deeds of trust, deeds to secure debt, mortgages and other documents that create liens and security interests that secure payment and performance of the Indebtedness. The Beneficiary, at its election, may commence or consolidate in a single action all proceedings to realize upon all such liens and security interests. The Grantor hereby waives (i) any objections to the commencement or continuation of an action to foreclose this Deed of Trust or exercise of any other remedies hereunder based on any action being prosecuted or any judgment entered with respect to the Indebtedness or any liens or security interests that secure payment and performance of the Indebtedness and (ii) any objections to the commencement of, continuation of, or entry of a judgment in any such other action based on any action or judgment connected to this Deed of Trust. In case of a foreclosure sale, the Trust Property may be sold, at the Beneficiary's election, in one parcel or in more than one parcel and the Beneficiary is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Trust Property to be held; provided that if no Event of Default has occurred and is continuing the Trust Property shall be sold subject to the Sterling Lease.

(b) Except as provided in the Operative Documents, the Beneficiary, with the express written consent of the Grantor, may at any time or from time to time renew or extend this Deed of Trust, or alter or modify the same in any way, or the Beneficiary may waive any of the terms, covenants or conditions hereof in whole or in part and may release any portion of the Trust Property or any other security, and grant such extensions and indulgences in relation to the Indebtedness secured hereby as the Beneficiary may determine without the consent of any other person and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien hereof on any part of the Trust Property.

21. Future Advances; Secured Indebtedness. This Deed of Trust is given to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Leases and the other Operative Documents, whether such advances are obligatory or to be made at the option of the Lenders, or otherwise, to the same extent as if such future advances were made on the date of execution of this Deed of Trust, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. To the fullest extent permitted by law, the lien of this Deed of Trust shall be valid as to all such indebtedness, including all revolving credit and future advances, from the time this Deed of Trust is recorded. Notwithstanding anything in this Deed of Trust to the contrary, although the amount of indebtedness secured by this Deed of Trust may increase or decrease from time to time, the maximum principal amount of indebtedness secured by this Deed of Trust at any one time shall not exceed ONE HUNDRED SIXTY MILLION and No/100 Dollars (\$160,000,000.00), plus all costs of enforcement and collection of this Deed of Trust, the Leases and the other Operative Documents, plus the total amount of any advances made pursuant to the Operative Documents to protect the collateral and the security interest and lien created hereby; together with interest on all of the foregoing as provided in the Operative Documents.


SECTION 4. Ratification; Incorporation. Except as specifically modified hereby, the terms and provisions of the Lease are hereby ratified and confirmed and remain in full force and effect. The terms of the Sterling Lease (as amended by this Lease Supplement) are by this reference incorporated herein and made a part hereof.

SECTION 5. **Original Lease Supplement.** The single executed original of this Lease Supplement marked “THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART” on the signature page thereof and containing the receipt of the Agent therefor on or following the signature page thereof shall be the original executed counterpart of this Lease Supplement (the “Original Executed Counterpart”). To the extent that this Lease Supplement constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the Original Executed Counterpart.


SECTION 6. **Interest Conveyed to Lessor.** Lessor and Lessee intend that the Lease be treated, for accounting purposes, as an operating lease. For all other purposes, Lessee and Lessor intend that the transaction represented by the Sterling Lease be treated as a financing transaction; for such purposes, it is the intention of the parties hereto (i) that the Sterling Lease be treated as a deed of trust and security agreement, encumbering the Trust Property, and that Lessee, as Grantor, hereby grants to Lessor, as Beneficiary, a first and paramount lien on the Trust Property, (ii) that Lessor shall have, as a result of such determination, all of the rights, powers and remedies of a Beneficiary available under Applicable Law to take possession of and sell (whether by foreclosure or otherwise) any Trust Property, (iii) that the effective date of such mortgage shall be the effective date of this Lease, (iv) that the recording of this Lease Supplement shall be deemed to be the recording of such mortgage and security agreement, and (v) that the Indebtedness secured by such mortgage and security agreement shall include the Funded Amounts, all Basic Rent and Supplemental Rent under the Lease and all other Indebtedness of and amounts due from Lessee hereunder or under the Leases or any of the other Operative Documents.

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease Supplement to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

BNY MIDWEST TRUST COMPANY, not in its individual capacity but solely in its capacity as Owner Trustee

By: 
Name: ROBERT CASTLE
Title: ASSISTANT VICE PRESIDENT

STERLING COLLISION CENTERS, INC.

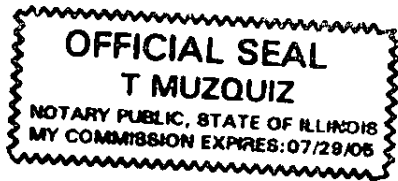
By: 
Name: **Shaun Starbuck**
Title: **Chief Financial Officer**

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 12th day of August, 2002, by Robert Castle, the Assistant Vice Pres. of BNY MIDWEST TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee under Amended and Restated Trust Agreement (Allstate Real Estate Trust), dated as of December 28, 2001, on behalf of the corporation.

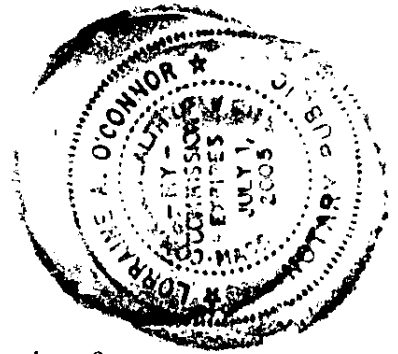
T. Muzquiz
Signature of Notary

(Notary Seal must be affixed)



T. MUZQUIZ
Name of Notary Public
My Commission Expires: 7-29-05
Commission Number: 535652

STATE OF Massachusetts)
) SS.
COUNTY OF Middlesex)



The foregoing instrument was acknowledged before me this 9 day of August, 2002, by Horraine A O'Connor, as Notary Public of STERLING COLLISION CENTERS, INC., on behalf of the corporation.

Horraine A O'Connor
(Notary Signature)

[NOTARY SEAL]

My Commission Expires: 7/1/05

APPENDIX A
to
Master Agreement

DEFINITIONS, INTERPRETATION AND DOCUMENTARY CONVENTIONS

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, waived, restated 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, waived, restated, 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 Note” is defined in Section 2.2 of the applicable Loan Agreement.

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

“A Percentage” means 85%.

“Accenture Sublease” means the Sublease, dated as of the related Closing Date for the acquisition of the Office Building Leased Property, between Allstate Insurance and Accenture LLP, as amended from time to time in accordance with the Master Agreement.

“Additional Insured” means each of the Agent, each Lender, each Certificate Purchaser and Owner Trustee.

“Address” means with respect to any Person, its address set forth in Schedule I hereto 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” means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“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 an Indemnitee or by 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 the recipient of such payment from an Indemnitee 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, a Georgia banking corporation, in its capacity as agent under the Master Agreement and the Loan Agreement.

“Allstate” means The Allstate Corporation, a Delaware corporation.

“Allstate Insurance” is defined in the preamble to the Master Agreement.

“Allstate Insurance Commitment” means as to each Funding Party, its obligation to make Fundings as investments in each Allstate Insurance Leased Property, or to make Loans to the Owner Trustee under the Allstate Insurance Loan Agreement, 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 Article VI of the Master Agreement).

“Allstate Insurance Commitment Percentage” means as to any Funding Party, at a particular time, the percentage of the aggregate Allstate Insurance Commitments in effect at such

time represented by such Funding Party's Allstate Insurance 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 Article VI of the Master Agreement).

"Allstate Insurance Guarantor" is defined in the preamble to the Master Agreement.

"Allstate Insurance Guaranty" means the Guaranty Agreement, dated as of December 28, 2001, from Allstate Insurance Company, as Allstate Insurance Guarantor.

"Allstate Insurance Lease" means the Master Lease Agreement, dated as of December 28, 2001, between Allstate Insurance, as Lessee, and Owner Trustee.

"Allstate Insurance Lease Balance" means the Lease Balance under the Allstate Insurance Lease.

"Allstate Insurance Leased Property" means any Leased Property leased by Allstate Insurance pursuant to the Allstate Insurance Lease.

"Allstate Insurance Loan Agreement" means the Loan Agreement, dated as of December 28, 2001, among the Owner Trustee, the Agent and the Lenders, pursuant to which the Lenders make Loans to the Owner Trustee with respect to the Allstate Insurance Leased Properties.

"Allstate Insurance Notes" is defined in Section 2.2 of the Allstate Insurance Loan Agreement.

"Allstate Insurance Operative Documents" means (i) the Master Agreement, (ii) the Allstate Insurance Guaranty, (iii) the Purchase Agreements, the Deeds, the Assignments of Lease and Rents, the Mortgages, the Ground Leases, in each case with respect to any Allstate Insurance Leased Property, (iv) the Allstate Insurance Lease, (v) the Allstate Insurance Loan Agreement, (vi) the Allstate Insurance Notes, (vii) the Trust Agreement, and (viii) the other documents to which Allstate Insurance is a party, executed or delivered by any other Person at the request of Allstate Insurance or which relate to an Allstate Insurance Leased Property, in each case, delivered in connection with the transactions contemplated by the Master Agreement.

"Allstate Life" means Allstate Life Insurance Company, an Illinois insurance company.

"Alterations" means, with respect to any Leased Property, fixtures, alterations, improvements, modifications and additions to such Leased Property; it being understood that Alterations shall not include general maintenance.

"Alterations Costs" means all costs incurred in connection with any Alterations.

"Applicable Law" means, each as and to the extent applicable: all laws (including Environmental Laws), rules, regulations (including temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of any Governmental Authority, judgments, decrees, injunctions, writs, and 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 wetlands) and those pertaining to the construction, use or occupancy of any Leased Property).

“Applicable Margin” shall mean, for any day, (i) with respect to Base Rate Advances, the applicable rate per annum set forth below under the captions “Base Rate Advances,” and (ii) with respect to LIBOR Advances, the applicable rate per annum set forth below under the captions “LIBOR Advances,” as the case may be, based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt:

<u>Index Debt</u>	<u>Base Rate Advances</u>	<u>LIBOR Advances</u>
Category 1	0.00%	0.350%
Category 2	0.00%	0.400%
Category 3	0.00%	0.500%
Category 4	0.00%	0.575%
Category 5	0.00%	0.750%
Category 6	0.00%	1.100%

For purposes of the foregoing, (i) if either Moody’s or S&P shall not have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then such rating agency shall be deemed to have established a rating in Category 6; (ii) if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall fall within different Categories, the Applicable Margin shall be based on the higher of the two ratings, provided that if the difference in such ratings is more than two notches, then the Category that is one Category below the highest rating shall apply; and (iii) if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody’s or S&P), such change shall be effective as of the earlier of (i) the date on which it is first announced by the applicable rating agency and (ii) the date on which the Sterling Guarantor gives notice of such change to the Agent. Each change in the Applicable Margin shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody’s or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Lessees and the Funding Parties shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Margin shall be determined by reference to the rating most recently in effect prior to such change or cessation.

“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 Owner Trustee to the Agent, substantially in the form of Exhibit B to the Master Agreement.

“Award” means any award or payment received by or payable to the Owner Trustee or the related 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 applicable Loan Agreement.

“B Percentage” means 11.5%.

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

“Base Lease Term” means, with respect to any Leased Property, (a) the period commencing on the Completion Date for such Leased Property (or Closing Date, if such Leased Property is not a Construction Land Interest) and ending on December 27, 2006, subject to extension pursuant to Section 14.9 of the applicable Lease or (b) such shorter period as may result from earlier termination of the applicable Lease as provided therein.

“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 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 each 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.

“Benefit Arrangement” means an employee benefit plan within the meaning of Section 3(3) of ERISA which is not a Plan or a Multiemployer Plan and which is maintained or otherwise contributed to by any member of the ERISA Group.

“BNY Midwest” is defined in the preamble to the Master Agreement.

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Building” means, with respect to any Leased Property, (i) the buildings, structures and improvements located or to be located on the related Land, along with all fixtures, including all furnaces, HVAC, ventilation systems, boilers, compressors, elevators, fittings, pipings, connectives, conduits, ducts, partitions and apparatus of every kind and description now or hereafter affixed or attached to the Building, (ii) all equipment and other personal property financed by the Owner Trustee and/or the Funding Parties and (iii) 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 Owner Trustee or the Funding Parties and Lessee’s Property).

“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 Chicago, Illinois, 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.

“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.

“Category 1” means AA- or higher by S&P or Aa3 or higher by Moody’s.

“Category 2” means A+ or higher by S&P or A1 or higher by Moody’s (but not Category 1).

“Category 3” means A or higher by S&P or A2 or higher by Moody’s (but not Category 1 or Category 2).

“Category 4” means BBB+ or higher by S&P or Baa1 or higher by Moody’s (but not Category 1, Category 2 or Category 3).

“Category 5” means BBB- or higher by S&P or Baa3 or higher by Moody’s (but not Category 1, Category 2, Category 3 or Category 4).

“Category 6” means lower than BBB- by S&P and lower than Baa3 by Moody’s.

“Certificate Amounts” means, with respect to any Certificate Purchaser as of any date of determination, the aggregate amount advanced by such Certificate Purchaser for the Purchase of Certificates pursuant to Section 2.3 of the Master Agreement, net of any distributions (other than distributions of Yield) with respect thereto.

"Certificate Purchaser" is defined in the preamble of the Trust Agreement.

"Change in Control" means that (i) any "person" (as such term is used in Sections 13(d) and 14(d) the Securities Exchange Act of 1934 but excluding any profit-sharing or pension plan operated for the benefit of employees of the Sterling Guarantor or its Affiliates), is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person shall be deemed to have "beneficial ownership" of all shares that such person has the right to acquire without condition (other than the passage of time) whether such rights are exercisable immediately or only after the passage of time), directly or indirectly, of 30% or more of the common stock of the Sterling Guarantor on a fully-diluted basis, (ii) Persons ("Existing Directors") who are directors of the Sterling Guarantor on the Documentary Closing Date plus Persons ("Nominated Directors") nominated by Persons who constitute at least a majority of the board of directors of the Sterling Guarantor on the Documentary Closing Date (or any combination of Existing Directors, Nominated Directors and Persons nominated by a majority of Existing Directors and Nominated Directors) shall cease to constitute at least a majority of the members of the board of directors of the Sterling Guarantor or (iii) the failure of the Sterling Guarantor to own beneficially and of record, (A) 100% of the aggregate ordinary voting power and economic interests represented by the issued and outstanding equity securities of Allstate Insurance on a fully diluted basis, or (B) 51% of the aggregate ordinary voting power and economic interests represented by the issued and outstanding equity securities of Sterling on a fully diluted basis.

"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 Owner Trustee pursuant to a Purchase Agreement or such Land is leased to the Owner Trustee pursuant to a Ground Lease and the initial Funding occurs with respect to such Land under the Master Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time and any successor statute.

"Collision Center Leased Property" means any Sterling Leased Property that is a collision center used for the repair of automobiles, which is substantially similar in use to any Collision Center Leased Property then subject to the Sterling Lease.

"Commitment" means the Allstate Insurance Commitment or the Sterling Commitment, as applicable.

"Commitment Percentage" means the Allstate Insurance Commitment Percentage or the Sterling Commitment Percentage, as applicable.

"Completion Date" with respect to any Leased Property that is a Construction Land Interest 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, permanent use 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 Subsidiary” means, at any date, any Subsidiary or other Person the accounts of which are consolidated with those of the Sterling Guarantor in its consolidated financial statements as of such date.

“Consolidated Total Assets” means, at any date, the total assets of the Sterling Guarantor and its Consolidated Subsidiaries at such date determined on a consolidated basis in accordance with GAAP.

“Consolidated Total Capital” means, at any date, the sum of (i) the aggregate shareholders’ equity (excluding Special Preferred Securities) for the Sterling Guarantor and its Consolidated Subsidiaries (determined in accordance with GAAP in a manner consistent with the financial statements as at December 31, 2000 referred to in Section 4.1A(d) of the Master Agreement), provided that in any event unrealized gains or losses in respect of debt securities (as otherwise required by Statement of Financial Accounting Standards No. 115) shall be excluded in determining Consolidated Total Capital, plus (ii) 50% of the aggregate liquidation preference of Special Preferred Securities, plus (iii) Consolidated Total Debt at such date.

“Consolidated Total Debt” means, at any date, all Debt of the Sterling Guarantor and its Consolidated Subsidiaries at such date determined on a consolidated basis in accordance with GAAP.

“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 December 28, 2001, between Sterling and the Owner Trustee.

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

“Construction Agent” means Sterling 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 Construction Agent and a General Contractor for the Construction of the related Building, which contract shall be assigned to the Owner Trustee, and such assignment shall be consented to by such General Contractor (provided that no such consent shall be required if such Construction Contract expressly permits assignments thereof without the consent of 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 C to the Master Agreement.

“Construction Costs” means, with respect to any Leased Property, all costs of acquisition or ground lease, as applicable, of the related Land, all closing, development and transaction costs related thereto, including fees, costs and expenses of attorneys, architects, surveyors, engineers, title and other insurance companies, appraisers and environmental firms, all costs of Construction, other capitalized costs, including insurance and taxes, incurred during the Construction Term for such Leased Property and all interest and Yield accrued on the Funded Amounts related to such Leased Property during the Construction Term therefor.

“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 paid by Owner Trustee, plus (ii) 89.9% of the Construction Costs (including development and transaction costs, but excluding any upfront structuring fees) related to such Leased Property that are capitalized in accordance with GAAP and that have been funded by Advances through the date of payment.

“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 (including delays in delivery), riots, insurrections or other causes beyond the Construction Agent’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 on which Sterling intends to build a Building and 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 Sterling 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 of all of the Funding Parties, and
- (c) the related Scheduled Construction Termination Date.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Corporate Trust Office” means the principal corporate trust office of the Owner Trustee at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, or such other address as the Owner Trustee shall notify the Agent, the Certificate Purchasers and the Lessees in writing.

“Debt” of any Person means, at any date, without duplication, (i) all obligations of such Person for borrowed money properly recordable as a liability on the financial statements of such Person, (ii) all obligations of such Person, properly recordable as a liability on the financial statements of such Person, evidenced by bonds, debentures, notes, or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property except trade accounts payable arising in the ordinary course of business, (iv) the net present value of future minimum lease payments under capital leases, (v) all direct recourse payment obligations of such Person in respect of any accounts receivable sold by such Person, (vi) the aggregate liquidation preference of all preferred securities that are mandatorily redeemable, exchangeable or convertible into debt at the option of the holder or redeemable at the option of the holder, within ten years after such date, (vii) 50% of the aggregate liquidation preference of all Special Preferred Securities on such date, (viii) all Debt (as defined in clauses (i) through (vii) above) of others to the extent secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (ix) all Debt (as defined in clauses (i) through (viii) above) of others to the extent Guaranteed by such Person; provided that Debt shall not include (i) insurance policies or other instruments sold in the ordinary course of such Person’s insurance business, (ii) liabilities in respect of Securities Transactions, and (iii) the first \$100,000,000 of liabilities that would otherwise constitute “Debt” under clauses (viii) and (ix) above.

“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, provided that unless consented to by the related Lessee, the Owner Trustee and the Agent, such deed is not the equivalent of a quit-claim deed in the applicable jurisdiction), dated on or before the applicable Closing Date, from the applicable Seller to the Owner Trustee, conveying such Land.

“Default” means an Event of Default or a Potential Event of Default.

“Documentary Conventions” means the provisions set forth in Paragraph F of this Appendix A.

“Documentary Closing Date” means December 28, 2001.

“EDGAR” means the Electronic Data Gathering, Analysis, and Retrieval system maintained by the SEC.

“Eligible Assignee” means (i) a commercial bank organized under the laws of the United States, or any state thereof, having total assets in excess of \$1,000,000,000 or any commercial finance or asset based lending Affiliate of any such commercial bank and (ii) any Funding Party or any Affiliate of any Funding Party.

“Engineer” means, with respect to any Leased Property, the engineer 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.

“Engineer’s Agreement” means, with respect to any Leased Property the engineering services agreement, if any, between the Construction Agent, in its capacity as agent for Owner Trustee, and the related Engineer.

“Environmental Audit” means, with respect to each parcel of Land, a Phase I Environmental Assessment and, if recommended in such Phase I Environmental Assessment, a Phase II Environmental Assessment, dated no more than six months prior to the related Closing Date, by an environmental services firm satisfactory to the Agent.

“Environmental Laws” means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, licenses, agreements or other governmental restrictions relating to the protection of the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemical or industrial, toxic or hazardous substances or wastes into the environment or otherwise relating to the generation, processing, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes, or the clean-up or other remediation thereof, and when such term is used in reference to the Sterling Guarantor, the Lessees and their respective Subsidiaries, it shall apply to their direct activities and not activities covered under insurance policies or other instruments sold, underwritten or reinsured by them.

“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 and any successor statute.

“ERISA Group” means the Sterling Guarantor and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control

which, together with the Sterling Guarantor, are treated as a single employer under Section 414 of the Code.

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

“Event of Loss” is defined in Section 10.1 of each Lease.

“Event of Taking” is defined in Section 10.2 of each Lease.

“Excluded Amounts” shall mean:

(a) all indemnity payments and expenses to which Owner Trustee or Agent in their respective individual capacities or any Funding Party (or any of their respective successors, assigns, Agents, officers, directors or employees) is entitled pursuant to the Operative Documents;

(b) any amounts payable under any Operative Documents to reimburse Owner Trustee, the Agent or any Funding Party (including the reasonable expenses incurred in connection with any such payment) for performing or complying with any of the obligations of any Lessee under and as permitted by any Operative Document;

(c) any insurance proceeds (or payments with respect to risks self-insured or policy deductibles) under liability policies payable to Owner Trustee, the Agent in its individual capacity or any Funding Party (or their respective successors, assigns, agents, officers, directors or employees);

(d) any insurance proceeds under policies maintained by Owner Trustee, the Agent or any Funding Party and not required to be maintained by any Lessee under the applicable Lease;

(e) any amount payable to Owner Trustee, the Agent or the Funding Parties pursuant to Article VII of the Master Agreement; and

(f) any payments of interest or Yield on payments referred to in clauses (a) through (e) above.

“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 Agent, and, unless an Event of Default has occurred, reasonably acceptable to the related Lessee, that would be obtained in an arm’s-length transaction between an informed and willing buyer (other than the related 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 Owner Trustee 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 applicable Lease (unless such fair market sales value is being determined for purposes of Section 13.1 of the applicable Lease and except as otherwise

specifically provided in such 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.

“Fee Percentage” shall mean, for any day, the applicable rate per annum set forth below based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt:

<u>Index Debt</u>	<u>Fee Percentage</u>
Category 1	0.070%
Category 2	0.080%
Category 3	0.090%
Category 4	0.100%
Category 5	0.150%
Category 6	0.250%

For purposes of the foregoing, (i) if either Moody’s or S&P shall not have in effect a rating for the Index Debt (other than by reason of the circumstances referred to in the last sentence of this definition), then such rating agency shall be deemed to have established a rating in Category 6; (ii) if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall fall within different Categories, the Fee Percentage shall be based on the higher of the two ratings, provided that if the difference in such ratings is more than two notches, then the Category that is one Category below the highest rating shall apply; and (iii) if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody’s or S&P), such change shall be effective as of the earlier of (i) the date on which it is first announced by the applicable rating agency and (ii) the date on which the Sterling Guarantor gives notice of such change to the Agent. Each change in the Fee Percentage shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody’s or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Lessees and the Funding Parties shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating

agency and, pending the effectiveness of any such amendment, the Fee Percentage shall be determined by reference to the rating most recently in effect prior to such change or cessation.

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

“Funded Amount” means, as to each Certificate Purchaser, such Certificate Purchaser’s Certificate Amount, 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 on which a Funding occurs under Article II of the Master Agreement.

“Funding Parties” means the Certificate Purchasers and the Lenders, collectively.

“Funding Party Balance” means, with respect to any Leased Property, (i) for the Certificate Purchasers as of any date of determination, such Certificate Purchaser’s Certificate Amounts related to such Leased Property, all accrued and unpaid Yield on such Certificate Amounts, all unpaid related fees owing to such Certificate Purchaser under the Operative Documents with respect to such Leased Property, and all other related amounts owing to such Certificate Purchaser by the Lessees under the Operative Documents with respect to such Leased Property, and (ii) for each Lender as of any date of determination, an amount equal to the sum of the outstanding principal of such Lender’s related Loans related to such Leased Property, all accrued and unpaid interest thereon, all unpaid related fees owing to such Lender under the Operative Documents with respect to such Leased Property, and all other related amounts owing to such Lender by the Lessees under the Operative Documents with respect to such Leased Property.

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

“Funding Termination Date” means the earliest of (i) the date that is twenty-four months after the Documentary Closing Date and (ii) the termination of the applicable Commitments pursuant to Section 5.2 of the related Loan Agreement.

“GAAP” means generally accepted accounting principles in effect from time to time in the United States of America.

“General Contractor” with respect to any Leased Property means the general contractor or the developer therefor selected by the Construction Agent.

“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 the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Governmental Requirement” shall mean any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, including Environmental Laws and occupational, safety and health standards or controls, of any Governmental Authority.

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

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

“Guarantee” by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt (as defined in clauses (i) through (viii) of the definition of Debt) of any other Person or in any manner providing for the payment of any such Debt of any other Person or otherwise protecting the holder of such Debt against loss (whether by agreement to keep-well, to purchase assets, goods, securities or services, or to take-or-pay or otherwise), provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a correlative meaning.

“Guarantors” means, each in their individual capacity, Allstate Insurance Guarantor and Sterling Guarantor.

“Guaranty Agreements” means, each individually, the Allstate Insurance Guaranty and the Sterling Guaranty.

“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, and 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.

“Indemnitee” means the Agent (in its individual capacity and in its capacity as Agent), each Lender, each Certificate Purchaser, BNY Midwest and the Owner Trustee, and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers,

directors and agents; provided, however, that in no event shall any Guarantor or any Lessee be an Indemnitee.

“Index Debt” means senior, unsecured, long-term indebtedness for borrowed money of the Sterling Guarantor that is not guaranteed by any other Person or subject to any other credit enhancement.

“Insurance Company” means Allstate Insurance, Allstate Life, and any other Subsidiary of the Sterling Guarantor that is an insurance company.

“Knowledge” means the actual knowledge of any executive officer of the applicable Lessee or Guarantor, or of any other officer or employee of such Lessee or Guarantor that is primarily responsible for the construction, operation or management of the related Leased Property or the Transaction.

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

“Lease Balance” means, with respect to all of the Leased Properties leased under any Lease, as of any date of determination, an amount equal to the aggregate sum of the outstanding Funded Amounts of all Funding Parties related to such Leased Properties, all accrued and unpaid interest on the Loans related to such Leased Properties, all accrued and unpaid Yield on the Lessor’s Invested Amounts related to such Leased Properties, all unpaid fees owing to the Funding Parties and the Owner Trustee by the relevant Lessee under the Operative Documents related to such Leased Properties, and all other amounts owing to the Funding Parties and the Owner Trustee by the relevant Lessee under the Operative Documents related to such Leased Properties.

“Lease Supplement” is defined in Section 2.2 of the related Lease.

“Lease Term” with respect to any (i) Leased Property that is a Construction Land Interest, means the period from the Closing Date for such Leased Property to the Completion Date for such Leased Property (or such shorter period as may result from earlier termination of the Lease as provided therein) plus the Base Lease Term therefor and (ii) any other Leased Property, the Base Lease Term therefor.

“Lease Termination Date”, with respect to any Lease, means the last day of the Lease Term thereof.

“Leased Property” means Land and the related Building(s) leased by a Lessee under the related Lease. For purposes of each Lease, “Leased Property” means the Land identified in a Lease Supplement to such Lease 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 related to such Leased Property, all accrued and unpaid interest on the related Loans related to such Leased Property, all accrued and unpaid Yield on the Lessor’s Invested Amounts related to such Leased Properties, all related unpaid fees owing to the Funding

Parties and the Owner Trustee under the Operative Documents related to such Leased Property, and all other amounts owing to the Funding Parties and the Owner Trustee by the related Lessee under the Operative Documents related to such Leased Property.

“Leases” means, each individually, the Allstate Insurance Lease and the Sterling Lease.

“Lender Basic Rent” means, for any Rent Period under any Lease, the aggregate amount of interest accrued on the Loans pursuant to Section 2.4 of the Loan Agreement during such Rent Period.

“Lenders” means such financial institutions as are, or who may hereafter become, parties to the Loan Agreement as lenders to the Owner Trustee.

“Lending Office” for each Lender means the office such Lender designates in writing from time to time to the Lessees and the Agent.

“Lessees” is defined in the preamble to the Master Agreement. The “related” Lessee with respect to any Leased Property means the Lessee that is party to the Lease for such Leased Property.

“Lessee’s Property” means equipment, apparatus, machinery, trade fixtures, materials and other personal property, whether now owned or hereafter acquired by the applicable Lessee, and located at a Leased Property, that (i) was not financed by the Funding Parties and (ii) does not replace any property described in clause (i); provided, that all furnaces, HVAC, ventilation systems, boilers, compressors, elevators, fittings, pipings, connectives, conduits and ducts affixed or attached to any Building related to any Leased Property will not constitute Lessee’s Property.

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

“Lessor Liens” means Liens on or against any Leased Property, any Lease, any other Operative Document or any payment of Rent (a) which result from any act or omission of, or any Claim against, the Owner Trustee, BNY Midwest or any Person claiming through the Owner Trustee or BNY Midwest unrelated to the transactions contemplated by the Operative Documents or from Owner Trustee’s or BNY Midwest’s failure to perform as required under the Operative Documents or (b) which result from any Tax owed by the Owner Trustee or BNY Midwest, or any Person claiming through the Owner Trustee or BNY Midwest, except any Tax for which any 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 the Construction Agent or a Lessee).

“Lessor Rate” means the Adjusted LIBO Rate plus 1.00%.

“Lessor’s Invested Amount” means the aggregate Certificate Amounts funded pursuant to Article II of the Master Agreement, as such amount may be increased in connection with the Construction and construction of Alterations 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 Allstate and the Funding Parties; 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” of any Person means (i) any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of any asset recorded as such on the financial statements of such Person or (ii) the interest of a vendor or lessor under any conditional sales agreement, capital lease or other title retention agreement relating to any asset recorded as such on the financial statements of such Person.

“Listed Insurance Subsidiary” means any company identified on Schedule 4.1(a) of the Master Agreement as an insurance company and any Subsidiary into which such company shall merge or consolidate or to which such company shall sell or transfer all or any substantial portion of its property and assets, in a transaction described in Section 5.1A(f)(ii) or 5.1B(f)(ii), as applicable, of the Master Agreement.

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

“Loan Agreement” means the Allstate Insurance Loan Agreement or the Sterling Loan Agreement, as applicable.

“Loan Documents” means the Loan Agreements, 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 applicable 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 each Lease.

“Margin Regulations” means Regulations 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.

“Margin Stock” means “margin stock” as defined in Regulation U of the Board of Governors of the Federal Reserve System.

“Master Agreement” means the Master Agreement, dated as of December 28, 2001, among Allstate Insurance, as Allstate Insurance Guarantor and a Lessee, Sterling, as a Lessee, Allstate, as Sterling Guarantor, the Owner Trustee, the Agent, the Certificate Purchasers and the Lenders.

“Material Adverse Effect” means a material adverse effect on (i) the business, financial position or results of operations of the Sterling Guarantor and its Consolidated Subsidiaries, (ii) the ability of any Lessee or any Guarantor to perform any of its obligations under any Operative Document, (iii) the rights of or benefits available to any Funding Party under any Operative Document, (iv) the value, utility or useful life of any Leased Property or (v) the priority, perfection or status of the Agent’s or any Funding Party’s interest in any Leased Property or in the Leases, the Construction Agency Agreement and the Guaranty Agreements.

“Material Plan” means at any time any Plan or Plans having aggregate Unfunded Liabilities in excess of \$75,000,000.

“Material Subsidiary” means (i) with respect to the Sterling Guarantor, collectively, (A) Allstate Insurance and Allstate Life and (B) any other Subsidiary which, as of the last day of the most recently completed fiscal quarter, satisfies any one or more of the following three tests: (I) the Sterling Guarantor and the other Subsidiaries’ investments in and advances to such Subsidiary exceed 10% of Consolidated Total Assets, (II) the Sterling Guarantor and the other Subsidiaries’ proportionate share of Consolidated Total Assets (after intercompany eliminations) consisting of the property of such Subsidiary exceeds 10% of Consolidated Total Assets or (III) the Sterling Guarantor and the other Subsidiaries’ equity in the income (not to include losses) from continuing operations before income taxes, extraordinary items and the cumulative effect of a change in accounting principles of such Subsidiary exceeds 10% of the income (to include losses) from continuing operations before income taxes, extraordinary items and the cumulative effect of a change in accounting principles of the Sterling Guarantor and the Subsidiaries determined on a consolidated basis in accordance with GAAP, and (ii) with respect to Allstate Insurance, collectively, (A) Allstate Life and (B) any other Subsidiary which, as of the last day of the most recently completed fiscal quarter, satisfies any one or more of the following three tests: (I) the Sterling Guarantor and the other Subsidiaries’ investments in and advances to such Subsidiary exceed 10% of Consolidated Total Assets, (II) the Sterling Guarantor and the other Subsidiaries’ proportionate share of Consolidated Total Assets (after intercompany eliminations) consisting of the property of such Subsidiary exceeds 10% of Consolidated Total Assets or (III) the Sterling Guarantor and the other Subsidiaries’ equity in the income (not to include losses) from continuing operations before income taxes, extraordinary items and the cumulative effect of a change in accounting principles of such Subsidiary exceeds 10% of the income (to include losses) from continuing operations before income taxes, extraordinary items and the cumulative effect of a change in accounting principles of the Sterling Guarantor and the Subsidiaries determined on a consolidated basis in accordance with GAAP.

“Moody’s” means Moody’s Investors 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 Owner Trustee to the Agent, substantially in the form of Exhibit D attached to the Master Agreement, with such modifications as are satisfactory to the Owner Trustee 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” means at any time an employee pension benefit plan within the meaning of Section 4001(a)(3) of ERISA to which any member of the ERISA Group is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions, including for these purposes any Person which ceased to be a member of the ERISA Group during such five-year period.

“Non-Material Subsidiary Plan” means at any time any Plan or Plans established or maintained by a Subsidiary (other than Allstate Insurance or Allstate Life) having aggregate Unfunded Liabilities less than \$25,000,000.

“Non-Recourse” means that the liability of the Owner Trustee with respect to any Leased Property shall be limited to such Leased Property.

“Notes” means the Allstate Insurance Notes and the Sterling Notes, and any and all notes issued in replacement or exchange therefor in accordance with the provisions thereof.

“Obligor” means any of the Construction Agent, each Guarantor and each Lessee.

“Office Building Leased Property” means the Allstate Insurance Leased Property located at 3075 Sanders Road, Northbrook, Illinois 60062.

“Officer’s Certificate” of a Person means a certificate signed by the Chairman of the Board, the President, any Vice President, any Senior Vice President, any Assistant Vice President, the Treasurer, any Assistant Treasurer, the Controller or the Secretary of such Person, signing alone.

“Operative Documents” means, collectively, the Allstate Insurance Operative Documents and the Sterling Operative Documents.

“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 (i) in the case of any amount described in paragraph (c) of Article XII of any Lease, 2.0% plus the rate otherwise applicable to such Loan or Certificate Amount, as applicable, and (ii) in the case of any other amount, 2.0% above the Base Rate in effect from time to time.

“Owner Trustee” is defined in the preamble to the Master Agreement.

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

“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).

“Payment Date Notice” is defined in Section 2.3(d) of the Master Agreement.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“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 whose short-term unsecured debt is rated A-1 or better or P-1 by S&P or Moody’s, respectively, 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 S&P or Moody’s, respectively, maturing not more than one month 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 S&P or Moody’s, respectively, maturing not more than one month 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 Funding Parties.

“Permitted Lien” means: (a) Liens for Taxes not assessed or, if assessed, not yet due and payable, or are being contested in good faith by appropriate proceedings; (b) repairman’s, mechanic’s, carrier’s or other similar Liens arising in the ordinary course of business or by operation of law securing obligations that are not more than 60 days overdue, which have been bonded or which are being contested in good faith by appropriate proceedings; (c) Lessor Liens; (d) Liens of subleases permitted by the Lease; (e) Liens arising out of judgments or awards with respect to which appeals or other proceedings for review are being prosecuted in good faith and for which adequate provisions have been made; (f) easements, rights of way and other encumbrances on title to real property to the extent permitted by the Lease; and (g) Liens described on the Title Policy delivered in connection with the related Leased Property on the Closing Date therefor, but only if, in the case of Liens being contested as described in clause (a), (b) or (e) above, (i) adequate reserves have been provided by the Lessee for the payment of the Taxes or other obligations; and (ii) such proceedings, or the continued existence of such Lien, do not give rise to any substantial likelihood of the sale, forfeiture or other loss of the related Leased Property or any interests therein, or any likelihood of criminal liability on the part of the Agent or any Funding Party.

“Person” means an individual, corporation, company, partnership, limited liability company, joint venture, voluntary association, trust, unincorporated organization or government or any agency, instrumentality or political subdivision thereof or any other form of entity.

“Plan” means at any time an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and either (i) is maintained, or contributed to, by any member of the ERISA Group for employees of any member of the ERISA Group or (ii) has at any time within the preceding five years been maintained, or contributed to, by any Person which was at such time a member of the ERISA Group for employees of any Person which was at such time a member of the ERISA Group.

“Plans and Specifications” means, for any Building, the final plans and specifications for such Building, which may be standard forms for buildings of that type, and, if applicable, referred to by the Appraiser in the Appraisal, as such Plans and Specifications may be 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.

“Purchase Agreement” means with respect to any Land, the purchase agreement or option agreement, as the case may be, with the Seller for the conveyance of such Land to the Owner Trustee.

“Purchase Option” is defined in Section 14.1 of each Lease.

“Quarterly Payment Date” means the last Business Day of each March, June, September and December of each year; provided that the first Quarterly Payment Date shall be March 29, 2002.

“Rating Agency” means either Moody’s or S&P.

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

“Regulation D” means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation T” means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

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

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person’s Affiliates.

“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 Leased Property Balance has been paid in full, and (ii) the date on which the Agent gives written notice to the Owner Trustee 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 Owner Trustee with respect to such Leased Property.

“Remarketing Option” is defined in Section 14.6 of each Lease.

“Rent” means Basic Rent and Supplemental Rent, collectively.

“Rent Period” means, in the case of Base Rate Advances, 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:

- (1) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such LIBOR Advance and ending one, two, three or six months thereafter, as selected by Allstate in its Funding Notice or Payment Date Notice, as the case may be, given with respect thereto; and
- (2) thereafter, each period commencing on the last day of the next preceding Rent Period applicable to such LIBOR Advance and ending one, two, three or six months thereafter, as selected by the Lessees by irrevocable notice to the Agent in its related Payment Date Notice;

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;

(d) no Rent Period shall extend beyond the Lease Termination Date; and

(e) at any one time, there shall be no more than ten (10) Rent Periods.

“Report” is defined in Section 7.6 of the Master Agreement.

“Required Certificate Purchasers” means, at any time, Certificate Purchasers holding an aggregate outstanding amount of Certificate Amounts equal to more than 50% of the aggregate outstanding principal amount of all Certificate Amounts.

“Required Funding Parties” means, at any time, Funding Parties holding an aggregate outstanding principal amount of Funded Amounts equal to more than 50% of the aggregate outstanding principal amount of all Funded Amounts.

“Required Lenders” means, at any time, Lenders holding an aggregate outstanding principal amount of Loans equal to more than 50% of the aggregate outstanding principal amount of all Loans.

“Requirement of Law” means, as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation 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.

“Responsible Officer” means, when used with respect to the Owner Trustee, 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 chairman of the trust committee, the president, any vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, the cashier, any assistant cashier, any trust officer or assistant trust officer, the controller and any assistant controller or any other officer of the Owner Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer of the Owner Trustee to whom such matter is referred because of his knowledge of and familiarity with the particular matter.

“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):

“Rooftop Sublease” means any agreement with any Person providing for the use of space on the roof of the Office Building Leased Property for the installation, operation and maintenance of antennae or other devices or equipment for the reception or transmission of communication, data and other signals, including the rooftop lease to be entered into on the Closing Date for the Office Building Leased Property between Allstate Insurance and Nextel Communications, Inc.

“S&P” means Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies.

“SEC” means the United States Securities and Exchange Commission, or any successor Governmental Authority.

“Scheduled Construction Termination Date” means with respect to any Building eighteen (18) months after the Closing Date for the related Land, subject to the occurrence of a Construction Force Majeure Event, but in no event later than the Lease Termination Date.

“Securities Act” means the Securities Act of 1933, as amended.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Securities Transaction” means any securities lending transaction, reverse repurchase transaction or dollar roll transaction or similar transaction that an Illinois insurance company would be permitted to engage in under applicable Illinois insurance investment law and that would be accounted for as a secured borrowing in accordance with Statement of Financial Accounting Standards No. 140, “Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities” and related official interpretations thereof by the Financial Accounting Standards Board or any successor thereto.

“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 Owner Trustee, substantially in the form of Exhibit C to the Master Agreement.

“Seller” means as to any Leased Property, the seller thereof to the Owner Trustee on the related Closing Date.

“Special Preferred Securities” means, at any date, preferred securities that are mandatorily redeemable, exchangeable or convertible into debt at the option of the holder or redeemable at the option of the holder, no sooner than ten years from such date and issued by the Sterling Guarantor and/or one or more of its Consolidated Subsidiaries, and that would not be reflected as a liability on a consolidated balance sheet of the Sterling Guarantor and its Consolidated Subsidiaries prepared in accordance with GAAP (in a manner consistent with the financial statements as at December 31, 2000 referred to in Section 4.1(d) of the Master Agreement).

“Statutory Accounting Principles” means the rules and procedures prescribed or permitted by the relevant state of domicile for determining an insurer’s financial condition or results of operation for statutory purposes.

“Statutory Statement” means, for any Insurance Company, for each fiscal year of such Insurance Company, the most recent annual statement, prepared in accordance with Statutory Accounting Principles, required to be filed with the appropriate regulatory authority and, for each fiscal quarter of such Insurance Company, the quarterly statement required by

Section 5.1A(a)(v) and Section 5.1B(a)(v) of the Master Agreement, which quarterly statement shall be prepared in accordance with Statutory Accounting Principles.

“Sterling” is defined in the preamble to the Master Agreement.

“Sterling Commitment” means as to each Funding Party, its obligation to make Fundings as investments in each Sterling Leased Property, or to make Loans to the Owner Trustee under the Sterling Loan Agreement, 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 Article VI of the Master Agreement).

“Sterling Commitment Percentage” means as to any Funding Party, at a particular time, the percentage of the aggregate Sterling Commitments in effect at such time represented by such Funding Party’s Sterling 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 Article VI of the Master Agreement).

“Sterling Guarantor” is defined in the preamble to the Master Agreement.

“Sterling Guaranty” means the Guaranty Agreement, dated as of December 28, 2001, from Allstate Corp., as Sterling Guarantor.

“Sterling Lease” means the Master Lease Agreement, dated as of December 28, 2001, between Sterling, as Lessee, and Owner Trustee.

“Sterling Lease Balance” means the Lease Balance under the Sterling Insurance Lease.

“Sterling Leased Property” means any Leased Property leased by Sterling pursuant to the Sterling Lease.

“Sterling Loan Agreement” means the Loan Agreement, dated as of December 28, 2001, among the Owner Trustee, the Agent and the Lenders, pursuant to which the Lenders make Loans to the Owner Trustee with respect to the Sterling Leased Properties.

“Sterling Notes” is defined in Section 2.2 of the Sterling Loan Agreement.

“Sterling Operative Documents” means (i) the Master Agreement, (ii) the Sterling Guaranty, (iii) the Purchase Agreements, the Deeds, the Assignments of Lease and Rents, the Mortgages, the Ground Leases, in each case with respect to any Sterling Leased Property, (iv) the Sterling Lease, (v) the Sterling Loan Agreement, (vi) the Sterling Notes, (vii) the Construction Agency Agreement, (viii) the Trust Agreement, and (ix) the other documents to which Sterling or the Sterling Guarantor is a party, executed or delivered by any other Person at the request of Sterling or the Sterling Guarantor or which relate to a Sterling Leased Property, in each case, delivered in connection with the transactions contemplated by the Master Agreement.

“Subsidiary” means, at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests having ordinary voting

power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Sterling Guarantor.

“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 each Lessee assumes or agrees or is otherwise obligated to pay under the applicable Lease or any other Operative Document (whether or not designated as Supplemental Rent) to the Owner Trustee, the Agent, any Funding Party or any other party, including amounts under Article XVI of each 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.

“Surplus Land” means, with respect to the Office Building Leased Property, each of the “Willow Road Parcel”, the “North Parcel” and the “South Parcel,” each as identified on the footprint of the Office Building Leased Property attached hereto as Exhibit A.

“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 from time to time, and any successor statute.

“Tax Indemnitee” means the Owner Trustee, the Agent, each Funding Party and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents thereof, provided, however, that in no event shall any Guarantor or any Lessee 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, which company shall be reasonably acceptable to the Agent.

“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.

“Trust Agreement” means the Amended and Restated Trust Agreement, dated as of December 28, 2001, between Owner Trustee and the Certificate Purchasers party thereto.

“Trust Estate” means all estate, right, title and interest of Owner Trustee in and to the Leased Properties, the Trust Agreement, the Leases, and all of the other Operative Documents, including (i) all amounts (other than Excluded Amounts) of Rent and other payments due or to become due of any kind for or with respect to the Property or payable under any of the foregoing, (ii) any or all payments or proceeds after the termination of the Leases as the result of the sale, lease or other disposition of the Leased Properties and (iii) proceeds of the investments

in the Certificates, all of which, together with any other moneys, proceeds or property at any time received by Owner Trustee or the Agent (other than Excluded Amounts) under or in connection with the Operative Documents.

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

“Unfunded Liabilities” means, with respect to any Plan at any time, the amount (if any) by which (i) the present value of all benefits under such Plan exceeds (ii) the fair market value of all Plan assets allocable to such benefits (excluding any accrued but unpaid contributions), all determined as of the then most recent valuation date for such Plan, but only to the extent that such excess represents a potential liability of a member of the ERISA Group to the PBGC or any other Person under Title IV of ERISA.

“U.S. Taxes” means any present or future tax, assessment or other charge or levy imposed by or on behalf of the United States of America or any taxing authority thereof or therein.

“Wholly-Owned Subsidiary” of a given Person means any Person, all of the shares of capital stock or other ownership interests of which (except directors’ qualifying shares) are at the time directly or indirectly owned by the given Person or one or more other Wholly-Owned Subsidiaries or by the given Person and one or more other Wholly-Owned Subsidiaries.

“Yield” is defined in Section 2.3 of the Master Agreement.

F. Documentary Conventions. The following provisions shall be applicable to each Operative Document.

SECTION 1. Notices. All notices, requests, demands or other communications to or upon the respective parties to each agreement to which the Documentary Conventions apply (other than the Owner Trustee) shall be addressed to such parties at the addresses therefor as set forth in Schedule I hereto, or such other address as any such party shall specify to the other parties hereto, and shall be deemed to have been given (i) the Business Day after being sent, if sent by overnight courier service; (ii) the Business Day received, if sent by messenger; (iii) the day sent, if sent by facsimile and confirmed electronically or otherwise during business hours of a Business Day (or on the next Business Day if otherwise sent by facsimile and confirmed electronically or otherwise); or (iv) upon receipt, if sent by registered or certified mail, postage prepaid. Notices to the Owner Trustee shall be deemed to be given upon receipt by a Responsible Officer of the Owner Trustee.

SECTION 2. Counterparts. Each agreement to which the Documentary Conventions apply may be executed by the parties thereto in separate counterparts (including by facsimile), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 3. Amendments. No Operative Document nor any of the terms thereof may be terminated, amended, supplemented, waived or modified with respect to any Lessee, any Guarantor or any Funding Party, except (a) in the case of a termination, amendment, supplement,

waiver or modification to be binding on any Lessee or any Guarantor, or to any documents to which any Lessee or any Guarantor is a third party beneficiary, with the written agreement or consent of such Lessee or such Guarantor, and (b) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Funding Parties, with the written agreement or consent of the Required Funding Parties; provided, however, that

(x) notwithstanding the foregoing provisions of this Section 3, the consent of each Funding Party affected thereby shall be required for any amendment, modification or waiver:

(i) amending, modifying, waiving or supplementing any of the provisions of Article VI of the Master Agreement or the representations of such Funding Party in Section 4.4 of the Master Agreement or this Section 3 or changing the definition of "Required Funding Parties" or "Required Lenders";

(ii) increasing the Commitment of such Funding Party or reducing any amount payable to such Funding Party under the Operative Documents or extending the time for payment of any such amount, including, without limitation, any Rent, any Funded Amount, any fees, any indemnity, the Leased Property Balance, the Lease Balance, any Funding Party Balance, Recourse Deficiency Amount, interest or Yield; or

(iii) except as otherwise required in the Operative Documents, consenting to any assignment of any Lease or the extension of the Lease Term, releasing any of the collateral assigned to the Agent pursuant to any Mortgage and any Assignment of Lease and Rents (but excluding a release of any rights that the Agent may have in any Leased Property, or the proceeds thereof as contemplated in the definition of "Release Date"), releasing any Lessee from its obligations in respect of the payments of Rent and the Lease Balance, releasing any Guarantor from its obligations under the related Guaranty Agreement to which it is a party or the other Operative Documents or changing the absolute and unconditional character of any such obligation;

(y) no such termination, amendment, supplement, waiver or modification shall, without the written agreement or consent of the Owner Trustee, the Agent and the Required Lenders, be made to any Lease or the Construction Agency Agreement; and

(z) subject to the foregoing clauses (x) and (y), so long as no Event of Default has occurred and is continuing, the Owner Trustee, the Agent and the Lenders may not amend, supplement, waive or modify any terms of the Loan Agreement, the Mortgages and the Assignments of Lease and Rents without the consent of each Lessee (such consent not to be unreasonably withheld or delayed); provided that in no event may the Loan Agreement be amended so as to increase the amount of Basic Rent payable by any Lessee without the consent of such Lessee.

SECTION 4. Headings, etc. The Table of Contents and headings of the various Articles and Sections of each agreement to which the Documentary Conventions apply are for

convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

SECTION 5. Parties in Interest. Except as expressly provided therein, none of the provisions of any agreement to which the Documentary Conventions apply is intended for the benefit of any Person except the parties thereto and their respective successors and permitted assigns.

SECTION 6. GOVERNING LAW. EACH AGREEMENT TO WHICH THE DOCUMENTARY CONVENTIONS APPLY HAS BEEN DELIVERED IN, AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES; PROVIDED THAT, AS TO MATTERS RELATING TO THE CREATION OF THE LEASEHOLD OR MORTGAGE ESTATES UNDER THE LEASE AND THE MORTGAGES, AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, AND SUCH OTHER MATTERS AS MAY BE REQUIRED TO BE GOVERNED BY THE LAWS OF THE STATES IN WHICH LEASED PROPERTIES ARE LOCATED, ALL OF WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATES IN WHICH THE LEASED PROPERTIES ARE LOCATED.

SECTION 7. Severability. Any provision of each agreement to which the Documentary Conventions apply that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Submission to Jurisdiction; Waivers. Each party to an agreement to which the Documentary Conventions apply hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to the Master Agreement or any other Operative Document, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of Georgia sitting in Fulton County, Georgia, the courts of the United States of America for the Northern District of Georgia, and appellate courts from any thereof; provided that this provision shall not limit a party's right to remove such legal action or proceeding from a Georgia state court to a Federal court sitting in the Northern District of Georgia.

(ii) consents that any such action or proceedings may be brought to such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Schedule I

hereto or at such other address of which the other parties hereto shall have been notified pursuant to Section 1; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

EACH PARTY TO EACH AGREEMENT TO WHICH THE DOCUMENTARY CONVENTIONS APPLY HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO SUCH AGREEMENT, ANY OTHER OPERATIVE DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY.

SECTION 9. NO ORAL AGREEMENTS. THE OPERATIVE DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ALL OTHER AGREEMENTS AND UNDERSTANDINGS BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER THEREOF. THE OPERATIVE DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES OR ANY COURSE OF PRIOR DEALINGS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SECTION 10. Construction. No agreement to which the Documentary Conventions apply shall be construed more strictly against any one party, it being recognized that all parties have contributed substantially and materially to the preparation and negotiations of the Operative Documents.

SCHEDULE I

ADDRESSES FOR NOTICES

Allstate Insurance:

Allstate Insurance Company
3075 Sanders Road, Suite G2H
Northbrook, Illinois 60062
Attn: James P. Zils, Treasurer
Fax No.: 847/402-6116

with a copy to:

Allstate Insurance Company
3075 Sanders Road, Suite G5A
Northbrook, Illinois 60062
Attn: Mary J. McGinn, Deputy General Counsel
Fax No.: 847/402-6639

The Allstate Corporation:

The Allstate Corporation
3075 Sanders Road, Suite G2H
Northbrook, Illinois 60062
Attn: James P. Zils, Treasurer
Fax No.: 847/402-6116

with a copy to:

Allstate Insurance Company
3075 Sanders Road, Suite G5A
Northbrook, Illinois 60062
Attn: Mary J. McGinn, Deputy General Counsel
Fax No.: 847/402-6639

Sterling:

Sterling Collision Centers, Inc.
9 Tech Circle
Natick, Massachusetts 01760
Attn.: Shaun Starbuck, Chief Financial Officer

with a copy to:

Sterling Collision Centers, Inc.
9 Tech Circle
Natick, Massachusetts 01760
Attn.: Joanne Keating, General Counsel

Owner Trustee:

BNY Midwest Trust Company
2 North LaSalle Street
Chicago, Illinois 60602
Attn: Robert Castle

Fax No.: 312/827-8562

with a copy to:

SunTrust Capital Markets, Inc.
303 Peachtree Street, Suite 2400
MC 3951
Atlanta, Georgia 30308
Attn: Peter Kantor
Fax No.: 404/230-1344

Funding Parties:

SunTrust Bank
303 Peachtree Street, 10th Floor
Atlanta, Georgia 30308
Attn: Linda L. Dash
Fax No.: 404/658-4905

with a copy to:

SunTrust Capital Markets, Inc.
303 Peachtree Street, Suite 2400
MC 3951
Atlanta, Georgia 30308
Attn: Peter Kantor
Fax No.: 404/230-1344

SunTrust Banks, Inc.
303 Peachtree Street, 24th Floor
Atlanta, Georgia 30308
Attn: R. Todd Shutley
Fax No.: 404-230-1344

BNY Capital Resources Corporation
8400 East Prentice Avenue
Suite 240
Greenwood Village, Colorado 80111
Attn: Schuyler Kellogg
Fax No.: 303/793-3299

Bank One, NA
One Bank One Plaza
16th Floor
MC IL10085
Chicago, Illinois 60670
Attn: Bruce Cox
Fax No.: 312/732-4033

Hibernia National Bank
313 Carondelet Street
12th Floor
New Orleans, Louisiana 70131
Attn: Connie Disbrow
Fax No.: 504/533-5344

Seaway National Bank
645 East 87th Street
Chicago, Illinois 60619
Attn: Arlene Carruthers-Williams
Fax No.: 773/487-1850

Wachovia Bank, N.A.
191 Peachtree Street, 29th Floor
Atlanta, Georgia 30303
Attn: Gene Wood
Fax No.: 404/332-1426

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APPENDIX B

PARCEL 1:

Lot 1, STERLING AUTOBODY SUBDIVISION, according to the official plat thereof, recorded in Book 2002P of Plats at Page 224, records of Salt Lake County, State of Utah.

Said Lot 1 formerly described as follows:

(Survey Description)

Beginning at a point on the Westerly Right of Way line of 400 West Street as shown in that certain dedication plat of 400 West Street as recorded in Book 77-4 at Page 104 in the office of the Salt Lake County Recorder, said point being South 399.15 feet and West 227.20 feet from the South Quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South along said 400 West Street Right of Way line 246.53 feet; thence West 259.53 feet to a point on the Easterly Right of Way line of Interstate 15 as defined by that certain Warranty Deed as recorded in Book 7546, at Page 2691 (reference Utah Department of Transportation Parcel Number 15-7:30:A); thence North 04°16'01" East along said Interstate 15 Right of Way line 123.36 feet; thence North 06°28'03" East along said Interstate 15 Right of Way line 124.30 feet; thence East 236.35 feet to the point of beginning.

PARCEL 2:

Together with a 25 foot Private Road Easement over a Northeasterly portion of Lot 2, said STERLING AUTOBODY SUBDIVISION as shown on said official plat.

(For reference purposes only: Part of Tax Parcel No. 21-25-127-003)