

This instrument was prepared by  
and upon recordation should be  
returned to:

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

8326878  
08/20/2002 12:50 PM 109.00  
Book - 8635 Pg - 1803-1852  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
BY: ZJM, DEPUTY - WI 50 p.

Tax Parcel No. 21-25-127-003

8326878

---

ASSIGNMENT OF LEASE AND RENTS  
AND OF GUARANTY AGREEMENTS  
AND ASSIGNMENT OF MORTGAGE

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 Assignor and Lessor

and

SUNTRUST BANK,  
as Agent and Assignee

---

Midvale, Utah

---

4963854 01920504

173650

BK8635PG1803

THIS ASSIGNMENT OF LEASE AND RENTS AND OF GUARANTY AGREEMENTS AND ASSIGNMENT OF MORTGAGE dated as of August 20, 2002 (herein, as the same may be amended or supplemented from time to time, called this "Assignment Agreement"), is 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, having an address at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, as Lessor ("Lessor") and SUNTRUST BANK, as Agent ("Assignee") a Georgia banking corporation having an address at 303 Peachtree Street, Atlanta, Georgia 30308.

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

RECITALS:

WHEREAS, the Land described on Exhibit A together with the Buildings thereon or which may hereafter be constructed thereon pursuant to the Sterling Lease, has been leased by Lessor to Sterling Collision Centers, Inc. (the "Lessee") pursuant to a Lease Agreement, dated as of December 28, 2001 (herein, as the same may be amended or supplemented from time to time as permitted thereby and by the Sterling Operative Documents, called the "Lease"); and

WHEREAS, Lessor has entered into a Master Agreement dated as of December 28, 2001 with Assignee, Lessee, Sterling Collision Centers, Inc. ("Sterling"), The Allstate Corporation, the Certificate Purchasers, and the Lenders providing, among other things, for the commitment of the Lenders to assist in financing Lessor's acquisition of the Land and of the Building thereon, by making Loans to be evidenced by the respective Sterling Notes. Such Loans as evidenced by the Sterling Notes bear interest on the unpaid principal amount thereof from time to time outstanding at the interest rate per annum determined as provided in and payable as specified in the Sterling Loan Agreement.

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

Section 1. COLLATERAL ASSIGNMENT OF LEASE AND GUARANTY AGREEMENT. Lessor, in consideration of the premises and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as security for the payment of the principal of, and all interest and all other sums payable on, the Notes and all other sums payable by Lessor to Assignee under the Loan Agreements or under any of the other Operative Documents and the performance and observance by Lessor for the benefit of Assignee of the provisions of each thereof, whether contained therein or incorporated therein by reference, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to Assignee all of Lessor's interest in, to and under the Sterling Guaranty Agreement, the Construction Agency Agreement and the Lease and all of Lessor's estate, right, title, interest, claim and demand as Lessor under the Sterling Guaranty Agreement and the Lease, and all existing or future amendments, supplements or modifications of the Sterling Guaranty Agreement, the Construction Agency Agreement and the Lease (collectively, the "Assigned Agreements");

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

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

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

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

Section 2. ASSIGNMENT AS COLLATERAL SECURITY. The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not in any way impair or diminish any obligations of Lessor as lessor under the Lease or under any other Assigned Agreement or of Lessor, Assignee or any Lender under any of the other Operative Documents, nor impair, affect or modify any of the terms and conditions of the Notes or the Loan Agreements or any of the other Operative Documents securing the Notes, nor shall any of the obligations of Lessor or of any other Person under any of the Operative Documents (other than the express obligations of Assignee) be imposed upon Assignee, including, but not limited to, collecting Rent or enforcing performance by Lessee.

Without limiting the generality of the foregoing, Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Lessor under the Lease, or of Lessor under any of the other Operative Documents, or under or by reason of this Assignment Agreement and the Lessor does hereby waive any and all liability, loss or damage which may or might be asserted against

Assignee by reason of any alleged obligations or undertakings on its or their part to perform or discharge any of the terms, covenants or agreements contained in the Lease to be performed or discharged by Lessor thereunder, provided, however, if Assignee does undertake any such action pursuant to the terms, conditions and restrictions contained in this Assignment Agreement and the other Operative Documents, Lessor shall retain any rights it may have with respect thereto under the Operative Documents or by law or in equity, and Assignee shall be liable for its gross negligence or willful misconduct. It is further understood and agreed that this Assignment Agreement shall not operate to (i) place responsibility for the control, care, management or repair of the Leased Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Lease or of any of the other Operative Documents (except to the extent expressly provided therein), in any such case binding upon or applicable to Lessor, or (ii) make Assignee responsible or liable for any waste with respect to the Land or the other Leased Property by Lessee or any Person other than by Assignee, or for any dangerous or defective condition of the Land or the other Leased Property, or for any negligence of the management, upkeep, or repair or control of the Land or the other Leased Property resulting in loss or injury or death to Lessee, any sublessee, sublessor, licensee, employee or stranger other than by Assignee.

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

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

**Section 4. POWER OF ATTORNEY IN RESPECT OF THE LEASE AND AGENCY AGREEMENT.** Lessor does hereby irrevocably constitute and appoint Assignee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead to do any or all of the following (a) ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for all Basic Rent, Supplemental Rent, payments pursuant to Articles III, X, XIII and XIV of the Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums paid or payable to Lessor pursuant to the Lease and other sums which are assigned under Section 1 hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under the Lease, sue for, compound and give acquittance for, or settle, adjust or compromise any claim for any and all

such Rent, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums which are assigned under Section 1 hereof as fully as Lessor could itself do, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Lessor or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such Rent and other sums and security intended to be afforded hereby.

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

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

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

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

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

Section 10. REMEDIES CUMULATIVE. Each right, power and remedy of Assignee provided for in this instrument or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment Agreement or in any other Operative Document or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by Assignee of any one or more of such rights, powers or remedies

shall not preclude the further exercise thereof or the simultaneous or later exercise by Assignee of any or all such other rights, powers or remedies. No failure or delay on the part of Assignee to exercise any such right, power or remedy (including, without limitation, the granting by Assignee of consent to any action by Lessor) shall operate as a waiver thereof. Lessor stipulates that the remedies at law in respect of any default or threatened default by Lessor in the performance of or compliance with any of the terms of this Assignment Agreement are not and will not be adequate, and that any of such terms may be specifically enforced by a decree for specific performance or by an injunction against the violation of any terms or otherwise.

#### Section 11. MISCELLANEOUS.

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

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

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


(d) All amounts paid by Lessee to the Assignee hereunder shall be fully credited against amounts payable by Lessee to Lessor under the Lease. Assignee and Lessor agree, for the benefit of Lessee, that, notwithstanding anything in this Assignment Agreement to the contrary, except as provided to the contrary in the Lease or the Master Agreement, Lessee shall consider Lessor as its landlord under the Lease and may rely upon and perform in accordance with any and all notices, directives and communications received from Lessor as being those of the landlord under the Lease unless Lessee receives contrary or conflicting notices, directives or communications from Assignee, in which case Lessee shall be entitled to act in accordance with and rely upon such notices, directives and communications from Assignee and otherwise deal with Assignee as the landlord under the Lease. No action by Lessee as contemplated in this paragraph shall cause any default under the Lease.

(e) In the event that the transaction represented by the Lease is treated as a financing transaction as provided in Article XI of the Lease for purposes other than accounting purposes, then this Assignment Agreement shall be an assignment to the Assignee as security for

the Loans made by the Lenders pursuant to the Loan Agreements and for all amounts owed to the Lenders by the Lessor pursuant to the Operative Documents of (i) the mortgages, deeds of trust, and security deeds created by the Lease and Lease Supplement and (ii) the indebtedness secured by the Lease and Lease Supplement.

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

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

By:   
Name: ROBERT CASTLE  
Title: ASSISTANT VICE PRESIDENT



SUNTRUST BANK, a Georgia banking  
corporation, as Agent

By: *Linda L. Dash*  
Name: Linda L. Dash  
Title: Director

STATE OF Illinois  
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 GEORGIA  
COUNTY OF FULTON

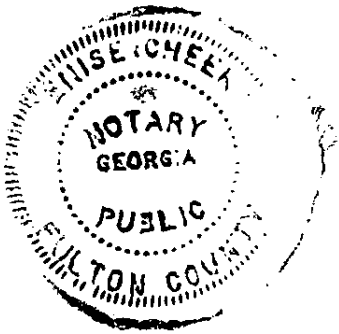
The foregoing instrument was acknowledged before me this 9th day of August, 2002, by Linda L. Dash the Director of SUNTRUST BANK, a Georgia banking corporation, on behalf of the corporation.

Denise Cheeks  
Signature of Notary

(Notary Seal must be affixed)

Denise Cheeks  
Name of Notary Printed

Notary Public, Fulton County, Georgia  
My Commission Expires January 16, 2006



"EXHIBIT A"

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)

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  
16<sup>th</sup> Floor  
MC IL10085  
Chicago, Illinois 60670  
Attn: Bruce Cox  
Fax No.: 312/732-4033

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

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

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

\*\*\*DocX97 Reports FooterB-1 text was:\*\*\*  
4926461 01920504  
\*\*\*End Of FooterB1\*\*\*

CONSENT AND AGREEMENT OF  
OF LESSEE

THIS CONSENT AND AGREEMENT dated as of August 20, 2002, by STERLING COLLISION CENTERS, INC., a Delaware corporation with an address at 9 Tech Circle, Natick, Massachusetts 01760 (the "Lessee"), for the benefit of SUNTRUST BANK, as Agent ("Assignee"), to the assignments made under the Assignment of Lease and Rents, dated as of the date hereof (the "Assignment Agreement") 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 assignor ("Lessor") and Assignee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Assignment Agreement.

1. Lessee hereby consents to the terms and provisions of the Assignment Agreement and agrees it will deliver or remit, as and when payable pursuant to the Allstate Insurance Operative Documents directly to Assignee, all Basic Rent, all Supplemental Rent, the Recourse Deficiency Amount, and all payments pursuant to Articles X, XIII and XIV of the Allstate Insurance Lease, purchase proceeds or avails, income, Awards, Loss Proceeds and other sums paid or payable to Lessor pursuant to the Allstate Insurance Lease (but excluding any indemnity payments or reimbursements to Lessor from Lessee pursuant to the Allstate Insurance Lease or otherwise, and, so long as no Loan Event of Default has occurred, the Lessor Basic Rent), in each case, to the extent provided in the Assigned Agreements, without any offset, deduction, defense, abatement, suspension, deferment, diminution or reduction for any reason so that said funds shall at all times be available for payment of interest and principal due on the Notes, except in each case as expressly provided in the Allstate Insurance Lease.

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

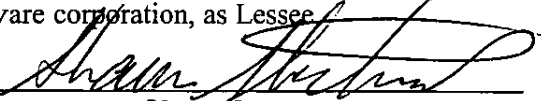
3. To the extent that Lessee may acquire any indebtedness of Lessor by way of subrogation or otherwise, all such indebtedness is hereby subordinated and made fully subject in right of payment thereof to the prior payment in full of the Allstate Insurance Notes.

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



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

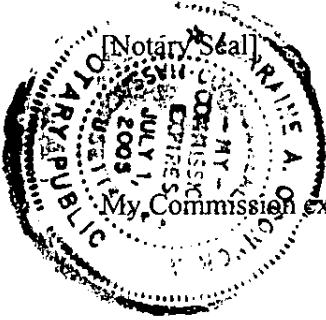
STERLING COLLISION CENTERS, INC., a  
Delaware corporation, as Lessee

By:   
Name: Shaun Starbuck  
Title: Chief Financial Officer

STATE OF Massachusetts  
COUNTY OF Middlesex ) ss.:

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

Lorraine A O'Connor  
(Notary Signature)



My Commission expires: 7/1/05