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BK 97 PG 637  
W.E. DAVIS CH. CLK.

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, Esq.  
(312) 782-0600

Olive Branch, Mississippi

(BUILDINGS)

MISSISSIPPI LEASE SUPPLEMENT AND MEMORANDUM OF LEASE

Dated as of January 3, 2003

among

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

and

SUNTRUST BANK, a Georgia state banking corporation,  
as Agent and Assignee

and

DON OGDEN, an individual, as Trustee

Indexing Instructions: NW 1/4, NW 1/4; Section 31; Township 1 South; Range 6 West

## MISSISSIPPI LEASE SUPPLEMENT AND MEMORANDUM OF LEASE

THIS MISSISSIPPI LEASE SUPPLEMENT AND MEMORANDUM OF LEASE (this "Lease Supplement") signed on the dates set forth on their respective acknowledgments hereto and effective as of January 3, 2003 between ATLANTIC FINANCIAL GROUP, LTD., as the lessor (the "Lessor"), a Texas limited partnership with an address at 2808 Fairmount, Suite 250, Dallas, Texas 75201, and GENUINE PARTS COMPANY, a Georgia corporation with an address at 2999 Circle 75 Parkway, Atlanta, Georgia 30339, as lessee (the "Lessee").

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

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

**SECTION 1. Definitions; Interpretation.** For purposes of this Lease Supplement, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Appendix A to the Lease Agreement, dated as of October 23, 1998, between Lessee and Lessor; and the rules of interpretation set forth in Appendix A to the Lease, a copy of which Appendix A is attached hereto, shall apply to this Lease Supplement.

**SECTION 2. The Properties.** Effective upon the execution and delivery of this Lease Supplement by Lessor and Lessee, all Buildings and other improvements now on the Land or which may be constructed on the Land pursuant to the Lease excluding, however, all inventory, trade fixtures, and other personal property financed other than by Lessor or the Lenders (collectively, the "Subject Property") shall be subject to the terms and provisions of the Lease and Lessor hereby grants, conveys, transfers and assigns to Lessee those interests, rights, titles, estates, powers and privileges provided for in the Lease with respect to the Subject Property.

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

Pursuant to Article XI of the Lease, the Lessor and Lessee intend that for all purposes other than accounting purposes that the Lease be and the same is hereby agreed to be a Deed of Trust.

Said Deed of Trust is made and entered into this day by and between Lessee, as Grantor (herein designated as "Debtor"), and DON OGDEN, an individual with an address at c/o First American Title Insurance Company, 1675 Lakeland Drive, Jackson, Mississippi, 39216, as Trustee, and Lessor, as Beneficiary (herein designated as "Secured Party").

## WITNESSETH:

WHEREAS, Debtor is indebted and obligated to Secured Party as evidenced by the Lease of even date herewith between Debtor, as lessee, and Secured Party, as lessor, providing for payment of the Base Rent, Supplemental Rent and other obligations described therein plus attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth in the Lease and other Operative Documents; and

WHEREAS, Debtor desires to secure prompt payment of Base Rent, Supplemental Rent and all of its other obligations under the Lease and the other Operative Documents (all being herein referred to as the "indebtedness") which indebtedness is due and payable if not sooner paid on October 23, 2008 subject to extension for up to five (5) years as provided in Section 14.9 of the Lease.

NOW THEREFORE, In consideration of the indebtedness herein recited, Debtor hereby sells, conveys and warrants unto Trustee the following, all of which are located on the Land described on Exhibit A hereto: the Buildings and all improvements and appurtenances now or hereafter erected on the Land, and all fixtures of any and every description now or hereafter attached to, such Buildings and improvements and also including all rents, income and proceeds (including without limitation, insurance proceeds and condemnation awards) of the foregoing but excluding trade fixtures, inventory and personal property financed other than by Lessor or the Lenders (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST (subject to the covenants, stipulations and conditions below), to secure prompt payment of all existing and future indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. Upon the occurrence of a Lease Event of Default, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash. "Cash" may include wire transfers, certified checks, or other forms of immediate payment satisfactory to Trustee or Secured Party. Sale of the Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust, Debtors waive the provisions of Mississippi Constitution Section 111 and Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default and request Trustee to sell the Property, Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a Party to this Deed of Trust. The Beneficiary or any owner or holder of the Obligations secured hereby shall not be required to bid cash to the extent of the Obligations secured hereby.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the indebtedness due Secured Party by Debtor as provided in the Lease, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto:

A. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time pursuant to the Operative Documents upon the security herein conveyed. Such advances shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtor's should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors. However, on all transactions covered by Truth in Lending, when Debtor's notes, debts, obligations and liabilities to Secured Party (in any form) arising out of existing, concurrent and future credit granted by Secured Party are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the credit transaction indicates by proper disclosure that the transaction is secured by this Deed of Trust.

B. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer, assistant officer, agent or attorney-in-fact thereof may make such appointment.

C. (i) If an Event of Default has occurred and is continuing:

(a) the Trustee, in addition to all other remedies available at law or in equity, shall have the right forthwith to enter upon and take possession of the Trust Property, and to let the Trust Property and receive the rents, issues and profits thereof, to make repairs

and to apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amounts hereby secured; and

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

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

D. The Debtor, the Trustee and the Secured Party agree, to the extent permitted by law, that this Deed of Trust upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of the Uniform Commercial Code. The Debtor authorizes the Secured Party to file such financing statements as may be reasonably required to perfect the lien of the Secured Party on the Subject Property.

E. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

F. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in the Deed of Trust.

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

SECTION 5. Original Lease Supplement. The single executed original of this Lease Supplement marked "THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART" on the signature page thereof and containing the receipt of the Agent therefor on or following the signature page thereof shall be the original executed counterpart of this Lease Supplement (the "Original Executed Counterpart"). To the extent that this Lease Supplement

constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the Original Executed Counterpart.

**SECTION 6. GOVERNING LAW.** THIS LEASE SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF GEORGIA, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES OF SUCH STATE, EXCEPT AS TO MATTERS RELATING TO THE CREATION OF THE LEASEHOLD ESTATE HEREUNDER, AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE IN WHICH SUCH ESTATE IS LOCATED.

**SECTION 7. Interest Conveyed to Lessee.** Lessor and Lessee intend that the Lease be treated, for accounting purposes, as an operating lease. For all other purposes, Lessee and Lessor intend that the transaction represented by the Lease be treated as a financing transaction; for such purposes, it is the intention of the parties hereto (i) that this Lease be treated as a deed of trust and security agreement, encumbering the Leased Property, and that Lessee, as grantor, hereby grants to Lessor, as mortgagee or beneficiary and secured party, or any successor thereto a security interest in and to the Leased Property (and to Don Ogden, as trustee, as provided above), a first and paramount Lien on each Leased Property, (ii) that Lessor shall have, as a result of such determination, all of the rights, powers and remedies of a mortgagee or deed of trust beneficiary available under Applicable Law to take possession of and sell (whether by foreclosure or otherwise) any Leased Property, (iii) that the effective date of such mortgage or deed of trust shall be the effective date of this Lease, (iv) that the recording of this Lease Supplement shall be deemed to be the recording of such deed of trust, and (v) that the obligations secured by such mortgage or deed of trust shall include the Funded Amounts and all Basic Rent and Supplemental Rent hereunder and all other obligations of and amounts due from Lessee hereunder and under the Operative Documents.

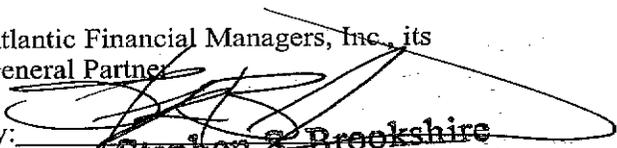
**SECTION 8. Term of Lease.** The term of the Lease with respect to the Subject Property extends to October 23, 2008 subject to extension for up to an additional five (5) years or earlier termination as provided in the Lease.

**SECTION 9. Counterpart Execution.** This Lease Supplement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

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

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

By: Atlantic Financial Managers, Inc., its  
General Partner

By:   
Name: Stephen S. Brookshire  
Title: President

GENUINE PARTS COMPANY, a Georgia corporation, as the Lessee

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



STATE OF TEXAS

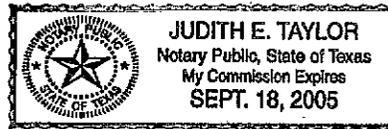
COUNTY OF Dallas

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 26 day of December, 2002, within my jurisdiction, the within named Stephen S. Brookshire who acknowledged that he is the President of ATLANTIC FINANCIAL MANAGERS, INC., a Texas corporation, which is the general partner of ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership, and that for and on behalf of Atlantic Financial Managers, Inc., as general partner of Atlantic Financial Group, Ltd., and as the act and deed of Atlantic Financial Managers, Inc., general partner of Atlantic Financial Group, Ltd., he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

Judith E. Taylor  
Notary Public

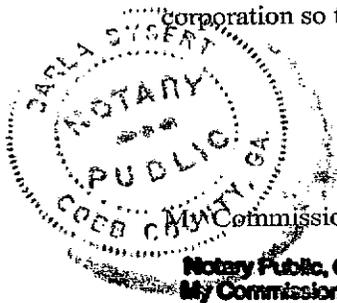
My Commission Expires:

\_\_\_\_\_  
(Notary Seal Required)



STATE OF GEORGIA )  
 )  
COUNTY OF COBB )

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, on this 28<sup>th</sup> day of JANUARY, 2003, within my jurisdiction, the within named SCOTT SMITH, who acknowledged that \_\_\_\_\_ he is the VICE PRESIDENT of GENUINE PARTS COMPANY, a Georgia corporation, and for and on behalf of the said corporation, and as its act and deed \_\_\_\_\_ he executed and delivered and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Darla Duxett  
Notary Public

My Commission Expires:

**Notary Public, Cobb County, Georgia**  
**My Commission Expires Nov. 15, 2005**

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

DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

(ix) "or" is not exclusive; and

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

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

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

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

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

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

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

“A Percentage” means 80%.

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

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

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

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

“Advance” means a LIBOR Advance or a Base Rate Advance.

“Affiliate” of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the

possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

“After-Tax Basis” means (a) with respect to any payment to be received by an Indemnitee (which, for purposes of this definition, shall include any Tax Indemnitee), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other Tax benefits arising from the payment by the Indemnitee of any amount, including Taxes, for which the payment to be received is made) imposed currently on the Indemnitee by any Governmental Authority or taxing authority with respect to such payments, the balance of such payments shall be equal to the original payment to be received and (b) with respect to any payment to be made by any Indemnitee, the amount of such payment supplemented by a further payment or payments so that, after increasing such payment by the amount of any current credits or other Tax benefits realized by the Indemnitee under the laws of any Governmental Authority or taxing authority resulting from the making of such payments, the sum of such payments (net of such credits or benefits) shall be equal to the original payment to be made; provided, however, for the purposes of this definition, and for purposes of any payment to be made to either a Lessee or an Indemnitee on an after-tax basis, it shall be assumed that (i) federal, state and local taxes are payable at the highest combined marginal federal and state statutory income tax rate (taking into account the deductibility of state income taxes for federal income tax purposes) applicable to corporations from time to time and (ii) such Indemnitee or such Lessee has sufficient income to utilize any deductions, credits (other than foreign tax credits, the use of which shall be determined on an actual basis) and other Tax benefits arising from any payments described in clause (b) of this definition.

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

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

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

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

“Appraisal” is defined in Section 3.1 of the Master Agreement.

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

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

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

"Assignment of Lease and Rents" means, with respect to any Leased Property, the Assignment of Lease and Rents, dated as of the related Closing Date, from the Lessor to the Agent, substantially in the form of Exhibit B to the Master Agreement.

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

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

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

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

"B Percentage" means 16.5%.

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

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

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

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

"Basic Rent" means, for any Lease Term, the rent payable pursuant to Section 3.1 of the Lease, determined in accordance with the following: each installment of Basic Rent payable on

any Payment Date shall be in an amount equal to the sum of (A) the aggregate amount of Lender Basic Rent payable on such Payment Date, plus (B) the aggregate amount of Lessor Basic Rent payable on such Payment Date, in each case for the Leased Property or Properties that are then subject to the Lease.

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

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

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

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

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

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

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

“Claims” means liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, proceedings, settlements, utility charges, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Construction Contract” means, with respect to any Leased Property, that certain construction contract, if any, between the related Lessee or the Construction Agent and a General

Contractor for the Construction of the related Building, provided that with such contract shall be assigned to the Lessor, and such assignment shall be consented to by such General Contractor, pursuant to an assignment of such construction contract substantially in the form of the Security Agreement and Assignment set forth as Exhibit D to the Master Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Executive Officer" means with respect to any Person, the Chief Executive Officer, President, Vice Presidents (if elected by the Board of Directors of such Person), Chief Financial Officer, Treasurer, Secretary and any Person holding comparable offices or duties (if elected by the Board of Directors of such Person).

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

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

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

received by the Agent from three Federal funds brokers of recognized standing selected by the Agent. BOOK 0097 PAGE 0656

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

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

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

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

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

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

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

“Funding Parties” means the Lessor, the Agent and the Lenders, collectively.

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

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

“Funding Termination Date” means October 23, 2002.

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

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

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

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

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

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

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

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

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

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

"Hazardous Material" means any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, by products and other hydrocarbons, or which is or becomes regulated under any Environmental Law by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States, any jurisdiction in which a Leased Property is located or any

political subdivision thereof and also including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs") and radon gas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Lessor Rate” is defined in the Lessor Side Letter.

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

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

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

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

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

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

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

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

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

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

“Loss Proceeds” is defined in Section 10.6 of the Lease.

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

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

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

“Moody’s” means Moody’s Investor Service, Inc.

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

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

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

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

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

“Operative Documents” means the Master Agreement, the Guaranty Agreement, the Purchase Agreements, the Deeds, the Lease, the Security Agreement and Assignment, the Notes, the Loan Agreement, the Assignments of Lease and Rents, the Mortgages, the Ground Leases, the Joinder Agreements, the IDB Documentation, the Construction Agency Agreement and the other documents delivered in connection with the transactions contemplated by the Master Agreement.

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

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

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

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

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

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

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

hereof that is secured by any obligation of the type described in clauses (a) through (d) of this definition; and (f) money market funds acceptable to the Required Lenders.

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

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

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

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

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

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

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

"Purchase Money Indebtedness" means Indebtedness incurred or assumed for the purpose of financing all or any part of the acquisition cost of any Property (excluding trade payables

incurred in the ordinary course of business) and any refinancing thereof, in each case entered into in compliance with the Master Agreement.

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

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

“Rating Agency” means either Moody’s Investors Service, Inc. or Standard & Poor’s.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Requirements of Law” means, as to any Person, the charter and by-laws or other organizational or governing documents of such Person, and any law, rule or regulation, permit, approval, authorization, license or variance, order or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject, including, without limitation, the Securities Act, the Securities Exchange Act, Regulations G, T, U and X of the Board of Governors of the Federal Reserve System, and any building, environmental or land use requirement or permit or occupational safety or health law, rule or regulation.

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

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

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

“SEC” means the United States Securities and Exchange Commission.

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

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

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

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

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

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

“SunTrust Bank” is defined in the preamble to the Master Agreement.

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

“Surrender Option” is defined in Section 14.6 of the Lease.

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

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

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

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

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

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

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

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

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

EXHIBIT A

THE REAL PROPERTY DESCRIBED HEREIN IS SITUATED IN OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT BOOK 81, PAGE 25, IN THE OFFICE OF THE CLERK OF CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI, AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 6 WEST. ALSO KNOWN AS LOT 1 OF PROPOSED DAVIDSON OAKS COMMERCIAL SUBDIVISION (UNRECORDED), AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 6 WEST;

THENCE ON A BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 84.82 FEET TO A POINT;

THENCE ON A BEARING OF SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 94.20 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND IN THE SOUTHERLY LINE OF GOODMAN ROAD (HIGHWAY 302 RIGHT-OF-WAY VARIES), SAID MARKER BEING THE TRUE POINT OF BEGINNING;

THENCE ON A BEARING OF NORTH 85 DEGREES 33 MINUTES 51 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID GOODMAN ROAD, A DISTANCE OF 128.03 FEET TO A ½ INCH REBAR SET, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 2 OF PROPOSED DAVIDSON OAKS COMMERCIAL SUBDIVISION (UNRECORDED);

THENCE ON A BEARING OF SOUTH 00 DEGREES 13 MINUTES 33 SECONDS EAST (CALL=NORTH 00 DEGREES 15 MINUTES 27 SECONDS WEST) ALONG THE WESTERLY LINE OF SAID LOT 2 OF PROPOSED DAVIDSON OAKS COMMERCIAL SUBDIVISION, A DISTANCE OF 255.34 FEET TO A ½ INCH REBAR SET IN THE NORTHERLY LINE OF LOT 10 OF SAID PROPOSED DAVIDSON OAKS COMMERCIAL SUBDIVISION;

THENCE ON A BEARING OF NORTH 89 DEGREES 52 MINUTES 51 SECONDS WEST (CALL=NORTH 89 DEGREES 53 MINUTES 07 SECONDS WEST) ALONG THE NORTHERLY LINE OF SAID LOT 10 OF PROPOSED DAVIDSON OAKS COMMERCIAL SUBDIVISION, A DISTANCE OF 170.00 FEET TO A ½ INCH REBAR SET IN THE EASTERLY LINE OF DAVIDSON ROAD (80.00 FT. RIGHT-OF-WAY);

THENCE ON A BEARING OF NORTH 00 DEGREES 13 MINUTES 28 SECONDS WEST

(CALL=NORTH 00 DEGREES 15 MINUTES 27 SECONDS WEST) ALONG THE  
EASTERLY LINE OF SAID DAVIDSON ROAD, A DISTANCE OF 193.01 FEET TO A  
CONCRETE RIGHT-OF-WAY MARKER FOUND;

THENCE ON A BEARING OF NORTH 38 DEGREES 57 MINUTES 23 SECONDS EAST  
(CALL=NORTH 38 DEGREES 55 MINUTES 50 SECONDS EAST), A DISTANCE OF 66.97  
FEET TO THE POINT OF BEGINNING;

CONTAINING 0.946 ACRES OR 41,223.528 SQUARE FEET, AS SHOWN ON PLAT OF  
SURVEY PREPARED BY ASHWORTH ENGINEERING, INC., DANNY METTS,  
MISSISSIPPI CERTIFICATE NUMBER 2527.

Location: 9071 East Goodman Road  
Olive Branch, Mississippi

Real Estate Parcel # 1069-3100.0-00019.02