

ASSESSOR'S PARCEL NUMBER: 1320-32-613-005

Mail Tax Bill to:

U.S. Bank National Association
2800 East Lake Street
Minneapolis, Minnesota 55406
Attn: Amy E. Hernesman

This instrument prepared by and
when recorded return to:

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

2028606

DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING

dated as of FEBRUARY 7, 2003

from

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

and

U.S. BANK NATIONAL ASSOCIATION, a national banking association,
as Additional Trustor

to

FIRST AMERICAN TITLE COMPANY OF NEVADA,
a Nevada corporation, as Trustee
for the use and benefit of

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

Gardnerville, Nevada

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DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING dated as of FEBRUARY 7, 2003 (this "Deed of Trust"), made by ATLANTIC FINANCIAL GROUP, LTD. (the "Grantor"), a Texas limited partnership doing business in Tennessee as Atlantic Financial Group, Limited Partnership, with an address at 2808 Fairmount, Suite 250, Dallas, Texas 75201 to FIRST AMERICAN TITLE COMPANY OF NEVADA (the "Trustee"), a Nevada corporation with an address at 5310 Kietzke Lane, Suite 100, Reno, Nevada 89511, as trustee for the benefit of SUNTRUST BANK, with an address at 303 Peachtree Street, Atlanta, Georgia 30308, in its capacity as Agent (in such capacity, the "Beneficiary"), under the Loan Agreement, dated as of June 7, 2001 (as amended by an Omnibus Amendment dated as of December 10, 2001, and as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Grantor, the Beneficiary and the financial institutions party thereto as lenders (the "Lenders").

Preliminary Statement

Pursuant to the Loan Agreement, the Lenders have agreed to make Loans to the Grantor in an aggregate amount not to exceed \$303,975,000.00 upon the terms and subject to the conditions set forth therein, to be evidenced by the notes ("Notes") issued by the Grantor under the Loan Agreement. The Notes bear interest as set forth in the Notes and mature (if not sooner accelerated) on a date no later than June 7, 2016 (including extension which are subject to the Lender's consent). The rate of interest on the Notes varies from time to time pursuant to a formula as set forth in the Notes. The Grantor is the record owner of the Trust Property (as defined below).

It is a condition, among others, to the obligation of the Lenders to make the Loans to the Grantor under the Loan Agreement that the Grantor shall have executed and delivered this Deed of Trust to the Beneficiary.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of the premises and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to induce the Lenders to make the Loans under the Loan Agreement, the Grantor hereby agrees with the Beneficiary, as follows:

TO SECURE PAYMENT OF ALL THE AMOUNTS ADVANCED UNDER THE LOAN AGREEMENT AND THE NOTES AND THE OTHER LOAN DOCUMENTS AND ALL OF THE OTHER OBLIGATIONS, THE GRANTOR HEREBY IRREVOCABLY BARGAINS, SELLS, CONVEYS, CONFIRMS, GRANTS, ASSIGNS, TRANSFERS, WARRANTS AND SETS OVER TO THE TRUSTEE, WITH POWER OF SALE, IN TRUST FOR THE USE AND BENEFIT OF THE BENEFICIARY, AND GRANTS THE BENEFICIARY AND THE TRUSTEE A SECURITY INTEREST IN:

(A) the land (the "Land") described on Exhibit A hereto; all buildings, structures, Fixtures, Equipment, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits

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and lines, parking areas and roadways, and including all modifications, alterations, renovations, improvements and other additions to or changes in the Improvements at any time ("Improvements"); all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights, whether or not of record, appurtenant to the Land ("Appurtenant Rights"; the Land together with the Improvements, Appurtenant Rights, Fixtures and Equipment relating thereto being collectively referred to as the "Property");

(B) all the estate, right, title, claim or demand whatsoever of the Grantor, in possession or expectancy, in and to the Property or any part thereof;

(C) all right, title and interest of the Grantor in and to all of the fixtures, furnishings and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property (all of the foregoing in this paragraph being referred to as the "Fixtures");

(D) all right, title and interest of the Grantor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Property, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, refrigerators, display cases, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph being referred to as the "Equipment");

(E) all right, title and interest of the Grantor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Fixtures and Equipment, subsequently acquired by the Grantor or constructed, assembled or placed by the Grantor on the Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building

materials whether stored at the Property or offsite, and, in each such case, without any further conveyance, mortgage, assignment or other act by the Grantor;

(F) all right, title and interest of the Grantor in and to all unearned premiums under insurance policies now or subsequently obtained by the Lessee relating to the Property or the Fixtures and the Grantor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds: and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

(G) all right, title and interest of the Grantor in and to (i) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof, (ii) all Plans and Specifications relating to the Property, (iii) the Operative Documents, including, without limitation, the Construction Agency Agreement, (iv) the Construction Contract, (v) the Architect's Agreement, and (vi) all other agreements relating to the Construction of the Improvements;

(H) all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property; and

(I) all proceeds, both cash and noncash, of the foregoing including Awards and Insurance Proceeds and also any of the types or items of collateral generally described above which are purchased with such proceeds.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by the Grantor and described in the foregoing clauses (A) through (I) are collectively referred to as the "Trust Property" or "Trust Estate").

TO HAVE AND TO HOLD the Trust Property and the rights and privileges hereby granted unto the Trustee, its successors and assigns for the uses and purposes set forth, until all amounts owed by and other obligations of the Grantor to the Lenders or the Beneficiary under the Notes, the Loan Agreement and the other Operative Documents (collectively, the "Obligations") are paid, unless otherwise provided in the Operative Documents.

Grantor covenants that Grantor is lawfully seized and possessed of the Trust Property as aforesaid in fee simple absolute and has good right to convey the same.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Grantor and the Beneficiary, that if Grantor pays or causes to be paid to the Beneficiary all amounts due under the Obligations, and provided that neither Beneficiary nor any Lenders are obligated to disburse any additional amounts under the loans evidenced by the Notes, the estate hereby granted shall cease, determine, and be utterly null and void; otherwise said estate shall remain in full force and effect.

GRANTOR HEREBY FURTHER COVENANTS AND AGREES WITH
BENEFICIARY AS FOLLOWS:

1. Definitions; Interpretation. For purposes of this Deed of Trust, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Appendix A to this Deed of Trust; and the rules of interpretation set forth in said Appendix A shall apply to this Deed of Trust.

2. Payment of Obligations. The Grantor shall pay the Obligations in accordance with the terms of the Loan Agreement and the Notes and perform each term to be performed by it under the Loan Agreement and the Notes and the other Operative Documents.

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

4. Default: Remedies.

(a) If a Loan Event of Default has occurred and is continuing and the Loans have been accelerated pursuant to the Loan Agreement, Beneficiary may:

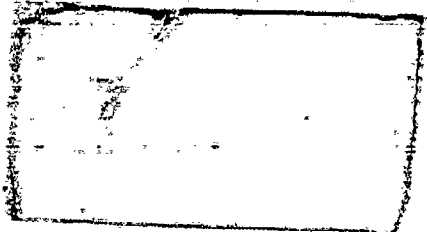
(i) To the extent permitted by applicable law, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, and apply the same, less costs and expenses of operation and collection, including without limitation attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default, or notice of sale or invalidate any act done in response to such default or pursuant to such notice of default, or notice of sale and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Loan Event of Default, including the right to exercise the power of sale herein contained. Failure or discontinuance of Beneficiary at any time, or from time to time, to collect the Rents shall not in any manner affect the subsequent enforcement of Beneficiary of the right to collect the same.

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(ii) Commence an action to foreclose this Deed of Trust and its security interests under the other Loan Documents as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

(iii) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold under the power of sale contained herein. Trustee shall cause a notice of sale to be duly filed for record in the Office of the County Recorder of the County in which the Property is located.

(iv) Exercise all other rights and remedies provided herein, in any of the Loan Documents or other document or agreement now or hereafter securing all or any portion of the Obligations, or by law or equity.

(b) If a Loan Event of Default has occurred and is continuing and the Loans have been accelerated pursuant to Section 5 of the Loan Agreement, the Trustee may, at the direction of the Agent, proceed by an action at law, suit in equity or other appropriate proceeding, to protect and enforce its rights, whether for the foreclosure of the lien of this Deed of Trust, or for the specific performance of any agreement contained herein or for an injunction against the violation of any of the terms hereof. The proceeds of any sale of any of the Trust Property shall be applied pursuant to the Loan Agreement.

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

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

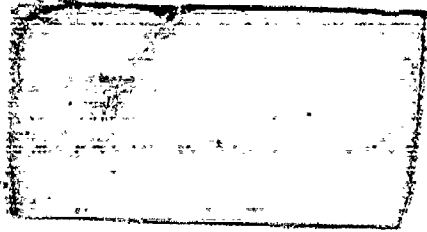
(ii) After deducting all costs, fees and expenses of Trustee and of this trust, including, without limitation, Trustee's fees and reasonable attorneys' fees, and costs of evidence of title in connection with sale, and, subject to the provisions of the Loan Agreement (to the extent permitted by applicable law), Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the

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terms of the Loan Documents, not then repaid (including, without limitation, reasonable attorneys' fees and compensation for the services of Trustee and Beneficiary), with accrued interest at the Overdue Rate; (ii) second, all sums due under the Note; (iii) third, all other sums then secured hereby; and (iv) the remainder, if any, to the person or persons legally entitled thereto.

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

(d) Upon the occurrence of a Loan Event of Default, Beneficiary may proceed, in any sequence: (i) to exercise its rights hereunder with respect to all or any portion of the Trust Estate and all or any portion of the Personal Property; and (ii) to exercise its rights under Section 10 with respect to all or any portion of the Personal Property in accordance with the provisions of the UCC.

(e) Subject always to the then existing rights, if any, of the Lessee under the Lease, Beneficiary may proceed to exercise all rights, privileges and remedies of Trustor under the Lease and may exercise all such rights and remedies either in the name of Beneficiary or in the name of Trustor for the use and benefit of Beneficiary.

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

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

Beneficiary shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

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

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

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

9. Filing of Financing Statements. The Grantor authorizes the Trustee or the Beneficiary to file financing statements with respect to the Trust Property in such form and in such filing offices as the Trustee or the Beneficiary reasonably determines appropriate to perfect the security interests of the Trustee and the Beneficiary under this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement for filing in any jurisdiction.

10. Security Agreement under Uniform Commercial Code. (a) It is the intention of the parties hereto that this Deed of Trust shall constitute a Security Agreement within the meaning of the UCC and the Grantor hereby grants the Beneficiary a security interest in and to the Trust Property (that portion of the Trust Property constituting personal property under Applicable Law being herein called the "Personal Property").

(b) If a Loan Event of Default shall occur and is continuing and the Loans have been accelerated pursuant to Section 5 of the Loan Agreement, then in addition to having any other right or remedy available at law or in equity, the Trustee, at the direction of the Beneficiary, shall have the option of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Trust Property which is personal property (including, without limitation, taking

possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Trust Property in accordance with the Trustee's rights, powers and remedies with respect to the real property (in which event the default provisions of the UCC shall not apply). If the Trustee, at the direction of the Beneficiary, shall elect to proceed under the UCC, then five days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Trustee or the Beneficiary shall include, but not be limited to, attorneys' fees and legal expenses. At the Trustee's request, the Grantor shall assemble the personal property and make it available to the Trustee and the Beneficiary at a place designated by the Trustee or the Beneficiary which is reasonably convenient to both parties. Grantor stipulates and agrees that a sale of the Personal Property in conjunction with the Trust Property is a commercially reasonable manner of disposing of the Personal Property. Beneficiary also may (x) require the Grantor to, and the Grantor hereby agrees that Grantor will at Grantor's expense and upon request of Beneficiary forthwith, assemble all or part of the Personal Property as directed by Beneficiary and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to the parties; and (y) sell the Personal Property or any part thereof in one or more parcels at public or private sale for cash or credit or for future delivery, and at such price or prices and upon such other terms as Beneficiary may deem commercially reasonable. Beneficiary shall not be obligated to make any sale of the Personal Property regardless of notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

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

(d) The Grantor, upon request by the Trustee or the Beneficiary from time to time, shall execute, acknowledge and deliver to the Trustee or the Beneficiary one or more separate security agreements, in form satisfactory to the Trustee and the Beneficiary, covering all or any part of the Trust Property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as the Trustee or the Beneficiary may request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Deed of Trust and such security instrument. The Grantor further agrees to pay to the Trustee and the Beneficiary on demand all costs and expenses incurred by the Trustee or the Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements the Trustee or the Beneficiary shall reasonably require; provided, however, that the Grantor shall not be liable for payment of any amount under this Section to the extent Lessee is responsible for payment of such amount under the Lease or the Master Agreement. If the Grantor shall fail to furnish any financing or continuation statement within 10 days after request by the Trustee or the Beneficiary, then pursuant to the provisions of the UCC, the Grantor hereby authorizes the Trustee and the Beneficiary, without the signature of the Grantor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in

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the records relating to personal property or chattels shall not be construed as in any way impairing the right of the Trustee to proceed against any personal property encumbered by this Deed of Trust as real property, as set forth above.

11. Waiver of Bond. The necessity of the Trustees herein named, or any successor in trust, making oath or giving bond, is expressly waived.

12. Employment of Agents. The Trustees or any one acting in its stead, shall have, in its discretion, authority to employ all proper agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Trust Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee may rely on any document believed by them in good faith to be genuine. All money received by Trust shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon.

13. Indemnification of Trustee. If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Trust Property or the title thereto, or the interest of the Trustee or Beneficiary under this Deed of Trust, the Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Trust Property.

14. Successor Trustee. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the Beneficiary, the Beneficiary is authorized, either in its own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

15. Authority of Trustee. The Grantor acknowledges that the rights and responsibilities of the Trustee under this Deed of Trust with respect to any action taken by the Trustee or the exercise or non-exercise by the Trustee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Deed of Trust shall, as between the Grantor and the Beneficiary, the Trustee shall be conclusively presumed to be acting as agent for the Beneficiary with full and valid authority so to act or refrain from acting, and the Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

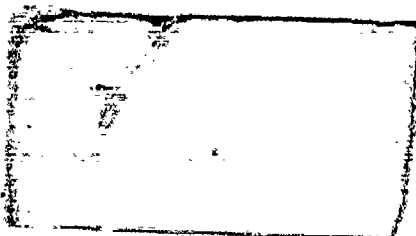
16. Notices. All notices, requests and demands to or upon the Trustee, the Beneficiary or the Grantor shall be given in accordance with Section 8.2 of the Master Agreement.

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17. Severability. Any provision of this Deed of Trust which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

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

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

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

19. Section Headings. The section headings used in this Deed of Trust are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

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

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

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

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

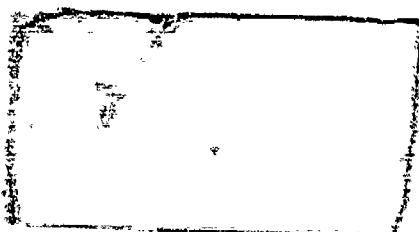
23. GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA. NOTWITHSTANDING THE FOREGOING, THE MASTER AGREEMENT, LOAN AGREEMENT, AND NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE

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STATE OF GEORGIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

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

25. Miscellaneous. (a) This Deed of Trust is one of several deeds of trust, deeds to secure debt, mortgages and other documents that create liens and security interests that secure payment and performance of the Obligations. The Trustee, at the direction of the Beneficiary, at its election, may commence or consolidate in a single action all proceedings to realize upon all such liens and security interests. The Grantor hereby waives (i) any objections to the commencement or continuation of an action to foreclose this Deed of Trust or exercise of any other remedies hereunder based on any action being prosecuted or any judgment entered with respect to the Obligations or any liens or security interests that secure payment and performance of the Obligations and (ii) any objections to the commencement of, continuation of, or entry of a judgment in any such other action based on any action or judgment connected to this Deed of Trust. In case of a foreclosure sale, the Trust Property may be sold, at the Trustee's election, in one parcel or in more than one parcel and the Trustee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Trust Property to be held.

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

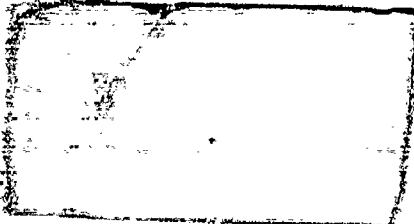
26. Future Advances; Revolving Credit. This Deed of Trust is given to secure not only existing indebtedness, but also future advances made pursuant to or as provided in the Loan Agreement and the other Loan Documents, to the same extent as if such future advances were made on the date of execution of this Deed of Trust, although there may be no advance made at the time of execution hereof, and although there may be no indebtedness outstanding at the time any advance is made. To the fullest extent permitted by law, the lien of this Deed of Trust shall be valid as to all such indebtedness, including all revolving credit and future advances, from the time this Deed of Trust is recorded. Notwithstanding anything in this Deed of Trust to the contrary, although the amount of indebtedness secured by this Deed of Trust may increase or decrease from time to time, the maximum principal amount of indebtedness secured by this Deed of Trust at any one time shall not exceed THREE HUNDRED THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND and No/100 Dollars (\$303,975,000.00), plus all costs of enforcement and collection of this Deed of Trust, the Notes, the Loan Agreement and the other Operative Documents, plus the total amount of any advances made pursuant to the

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Operative Documents to protect the collateral and the security interest and lien created hereby; together with interest on all of the foregoing as provided in the Operative Documents.

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

28. Joinder of U.S. BANK NATIONAL ASSOCIATION. U.S. BANK NATIONAL ASSOCIATION ("Additional Trustor") hereby joins in the execution and delivery of this Deed of Trust and hereby bargains, sells, conveys, grants, assigns, transfers, warrants and sets over the Trustee, with Power of Sale in trust for the benefit of the Beneficiary all of Additional Trustor's right, title and interest in and to the Trust Property; provided, however, that the Trustee shall only be entitled to exercise its remedies hereunder with respect to the Additional Trustor's interest in the Trust Property during the continuance of an Event of Default by Additional Trustor under the Lease. The foregoing joinder is subject to the rights and interests of the Additional Trustor under that certain Subordination, Non-Disturbance and Attornment Agreement, of even date herewith, among the Beneficiary, Trustor and Additional Trustor.

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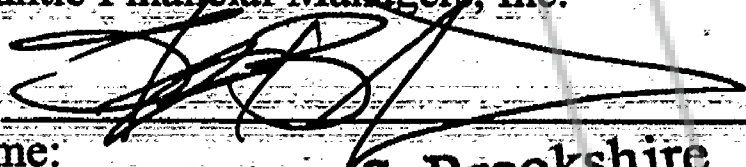
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IN WITNESS WHEREOF, the undersigned has caused this Deed of Trust to be
duly executed and delivered as of the date first above written.

ATLANTIC FINANCIAL GROUP, LTD., a Texas
limited partnership doing business in Tennessee as
Atlantic Financial Group, Limited Partnership, as
Grantor

By: Atlantic Financial Managers, Inc.

By: 
Name: _____
Title: Stephen S. Brookshire
President

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S-1

Gardnerville County, Nevada Deed of Trust

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U.S. BANK NATIONAL ASSOCIATION, a
national banking association, as Additional Trustor

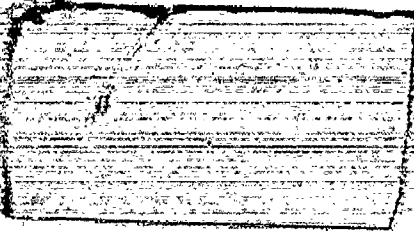
By: *[Signature]*
Name: MICHAEL P. RENSING
Title: SVP CORPORATE REAL ESTATE

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Gardnerville County, Nevada Deed of Trust

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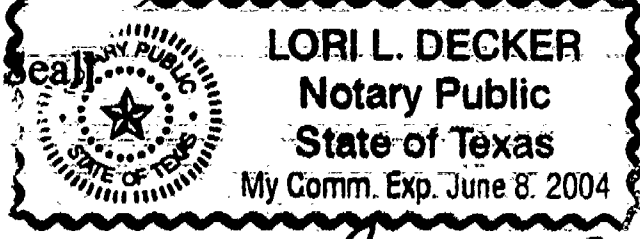
STATE OF Texas)

COUNTY OF Dallas)

SS.:

This instrument was acknowledged before me on January 21, 2003 by Stephen S. Blodgett, as President of ATLANTIC FINANCIAL MANAGERS, INC., a Texas corporation acting as general partner of ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership, on behalf of such corporation as general partner of such partnership.

[Notarial Seal]



LORI L. DECKER
Notary Public
State of Texas
My Comm. Exp. June 8, 2004

Lori L. Decker
Notary Public

My commission expires: June 8, 2004

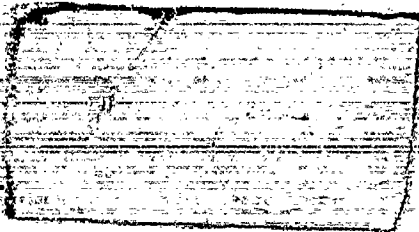
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Gardner County, Nevada Deed of Trust

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STATE OF Ohio)
COUNTY OF Hamilton) SS.:

This instrument was acknowledged before me on January 29, 2003 by Michael P. Rensing as SR. V. P. of Corp. Real Estate of U.S. BANK NATIONAL ASSOCIATION, a national banking association acting as general partner on behalf of such association as general partner of such association.

[Notarial Seal]

Christina Maria Sprecher
Notary Public

My commission expires: _____



CHRISTINA MARIA SPRECHER
Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03

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N-2

Gardnerville County, Nevada Deed of Trust

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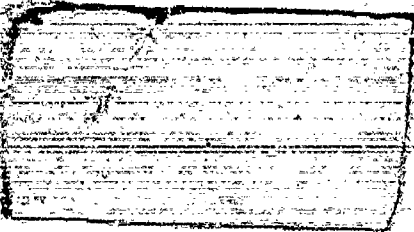


EXHIBIT A

LEGAL DESCRIPTION

Lots 8, 9 and the Northwesterly 40 feet of Lot 10; said 40 feet lying contiguous and parallel to the lot lines common to Lots 9 and 10, all in Block A, as shown on the map of MENELEY ADDITION TO THE TOWN OF GARDNERVILLE, filed in the office of the County Recorder of Douglas County, Nevada, on June 9, 1947, Document No. 4930.

Said land being further imposed on Record of Survey for American Federal Savings, filed for record with the Douglas County Recorder on January 25, 1996, in Book 196, at Page 4309, as Document No. 379736.

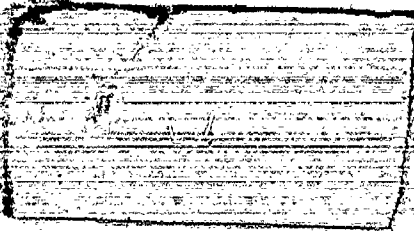
Location: 1525 U.S. Highway 395 N.
Gardnerville, Nevada

Real Estate Tax Parcel Number: 1320-32-613-005

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APPENDIX A
to
Master Agreement, Lease, Funding Agreements,
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".

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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 85%.

"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" means with respect to each day during each Rent Period pertaining to a LIBOR Advance, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

$$\frac{\text{LIBOR}}{1 - \text{Eurocurrency Reserve Requirements}}$$

"Adjusted Total Assets" shall have the meaning set forth on the date of the Master Agreement under applicable regulations of any regulatory agency having authority on the date of the Master Agreement as such regulations are applicable to the Company, or if such regulations are amended hereafter to define Adjusted Total Assets more restrictively, as set forth in such later amended regulations.

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

"Affiliate" means as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or

cause the direction of the management and policies of such Person, whether by contract or otherwise.

"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, a Georgia banking corporation, in its capacity as agent under the Master Agreement and the Loan Agreement.

"Aircraft" means each Airframe that is subject to a Funding Agreement, together with the Engines relating thereto as described in the related Funding Agreement (or any Engine substituted therefor in accordance with such Funding Agreement), whether or not any such initial or substituted Engine is from time to time not installed on such Airframe.

"Aircraft Appraisal" is defined in Section 3.1(a)(B)(i) of the Master Agreement.

"Aircraft Appraiser" means Murray, Devine & Co., Inc., or such other appraiser satisfactory to U.S. Bancorp and the Agent.

"Airframe" means each of the corporate aircraft (except Engines from time to time installed thereon) subject to a Funding Agreement and any and all Parts incorporated or installed in, or attached to such aircraft.

"Allowed Liens" is defined in Section 5.12 of the Master Agreement.

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

“Applicable Law” means all 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), those pertaining to the ownership, leasing or operation of any Aircraft and those pertaining to the construction, use or occupancy of any Leased Property).

“Applicable Margin” means with respect to each day (i) 0.325% for each LIBOR Advance and (ii) 0% for each Base Rate Advance.

“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 Construction Agent (or a Lessee) and the related Architect.

“Assignment and Assumption” means an assignment and assumption agreement, substantially in the form of Exhibit F to the Master Agreement.

“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.

“Aviation Act” means the Federal Aviation Act of 1958, as amended.

“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 11.5%.

“Bank Subsidiaries” mean Star Bank, N.A. and any other banking institution which may be a Subsidiary of the Company from time to time.

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.).

"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 or Aircraft, (a) the period commencing on the related Closing Date and ending on June 7, 2006 or (b) such shorter period as may result from earlier termination of the Lease and/or related Funding Agreement as provided therein.

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

"Basic Rent" or **"Basic Charge"** means the amount payable pursuant to Section 3.1 of the Lease and Section 3.1 of each Funding Agreement, determined in accordance with the following: each installment of Basic Rent or Basic Charge payable on any Payment Date shall be in an amount equal to the sum of (A) the aggregate amount of Lender Basic Rent or Lender Basic Charge payable on such Payment Date, plus (B) the aggregate amount of Lessor Basic Rent or Lessor Basic Charge payable on such Payment Date, in each case for the Leased Property or Leased Properties that are then subject to the Lease or for the Aircraft that is subject to such Funding Agreement.

"Beneficial Owner" has the meaning defined in Rule 13-D-3 of the Securities and Exchange Commission.

"Board" means the Board of Governors of the Federal Reserve System and any successor thereto or to the functions thereof.

"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.

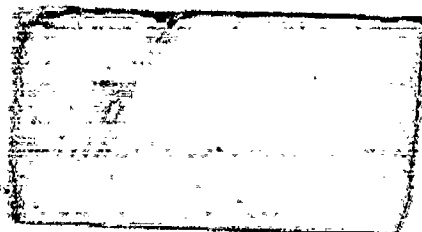
"Building" means, with respect to any Leased Property, the buildings, structures and improvements located or to be located on the related Land, along with all fixtures used or useful in connection with the operation of such Leased Property, including, without limitation, all furnaces, boilers, compressors,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

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“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 or New York, New York 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 Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants or options to purchase any of the foregoing.

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

“Casualty Event” shall mean any of the following events in respect of any property: (a) the loss of such property, or the use thereof for more than thirty (30) days, due to theft, disappearance, destruction, damage beyond repair or rendition of such property permanently unfit for normal use for any reason whatsoever; (b) any damage to such property which results in an insurance settlement with respect to such property on the basis of a total loss; (c) the permanent condemnation, confiscation or seizure of, or requisition of title to or use of, such property; (d) as a result of any rule, regulation, order or other action by the FAA or any other Governmental Authority, the use of such property in the normal course of air transportation of persons shall have been prohibited, directly or indirectly, for a period of twelve consecutive months, unless the related Obligor, prior to the expiration of such twelve-month period, shall have undertaken and shall be diligently carrying forward all steps which are necessary or desirable to permit the normal use of such property by such Obligor or, in any event, if use of such property shall have been prohibited, directly or indirectly, for a period of twelve consecutive months; or (e) the operation or location of the Aircraft, while under requisition for use by any Governmental Authority, in any area excluded from coverage by any insurance policy then in effect with respect to the Aircraft required by the terms of the related Funding Agreement, if the related Obligor shall be unable to obtain an indemnity in lieu thereof from such Governmental Authority; provided that for the purpose of the foregoing clause (e), if such property shall be returned to the related Obligor in usable condition prior to the Casualty Settlement Date, then such event shall, at the option of such Obligor, not constitute a Casualty Event. A Casualty Event with respect to an Aircraft shall be deemed to have occurred if a Casualty Event occurs with respect to the related Airframe.

“Casualty Settlement Date” shall have the meaning assigned to such term in Section 6.1 of the Funding Agreements.

“Change of Control” means the acquisition by any Person, or two or more Persons acting in concert, of beneficial ownership (within the meaning of Rule 13d-3 of the Securities and Exchange Commission under the Securities Exchange Act of 1934) of 20% or more of the outstanding shares of voting stock of the Company.

“Charge Period” - See the definition of “Rent Period”.

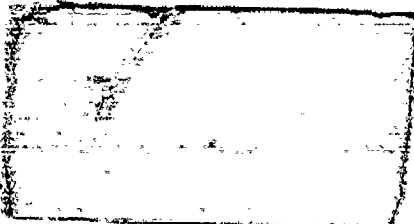
“Charges” means Basic Charge and Supplemental Charge, collectively.

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"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 (A) each parcel of Land, the date on which (i) 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 (ii) the initial Funding occurs with respect to such Land under the Master Agreement and (B) each Aircraft, the date on which (i) an interest in such Aircraft is acquired by the Lessor pursuant to the Master Agreement and (ii) the Funding occurs with respect to such Aircraft 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 and Aircraft, 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).

"Company" means U.S. Bancorp, a Delaware corporation.

"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 Aircraft 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.

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

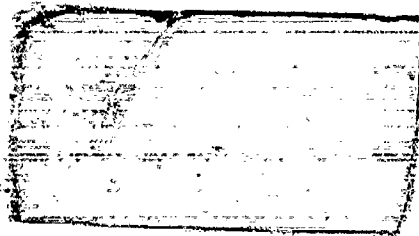
"Construction Agency Agreement" means the Construction Agency Agreement, dated as of June 7, 2001, between U.S. Bancorp and the Lessor.

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

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“Construction Agent” means U.S. Bancorp 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 a Lessee or the Construction Agent and a General Contractor for the Construction of the related Building, provided that 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) 89.9% of the Construction costs (including development and transaction costs, but excluding any upfront structuring fees) 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.

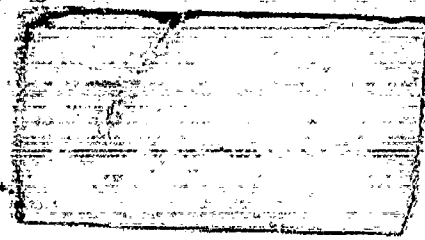
“Construction Force Majeure Event” means, with respect to any Leased Property:

- (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 a 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.

"Contingent Liability" means any agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, obligation or any other liability of any other Person (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligation under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be the outstanding principal amount (or maximum principal amount, if larger) of the debt, obligation or other liability guaranteed thereby.

"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).

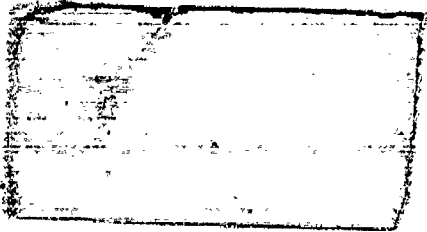
"Deed" means, with respect to any Land, a general warranty deed (or, if the related Title Policy is acceptable to the related Lessee and the Agent, a special or limited warranty deed), dated the applicable Closing Date, from the applicable Seller to the Lessor, conveying such Land.

"Default" means any of the events specified in Article XII of the Lease or Section 8.1 of any Funding Agreement, without giving effect to any requirement for the giving of notice, for the lapse of time, or both, or for the happening of any other condition, event or act.

"Dollars" and the sign "\$" means lawful money of the United States of America.

"Double Leverage Ratio" means the ratio of

- (a) equity investments of the Company in its Subsidiaries
- to
- (b) total equity capital of the Company;



in each case as reported in the Company's FRY-9LP financial statements, as they may be amended from time to time and any successor report that may be required to be filed in lieu thereof.

"Eligible Assignee" means (i) a commercial bank organized under the laws of the United States, or any state thereof, or any foreign bank that has a branch or agency in the United States, having total assets in excess of \$500,000,000 or any commercial finance or asset based lending Affiliate of any commercial bank and (ii) any Lender or any Affiliate of any Lender.

"Engine" means each engine described in Schedule I to a Funding Agreement, whether or not from time to time installed on an Airframe or on any other airframe or any other aircraft and any Replacement Engine, together, in each case, with all Parts incorporated or installed in or attached to such engine, and all Parts removed therefrom if the Lessor retains a Lien thereon pursuant to a Funding Agreement.

"Environmental Audit" means, with respect to each parcel of Land, a Phase I Environmental Assessment, dated no more than 90 days prior to the related Closing Date, by an environmental services firm satisfactory to the Funding Parties and U.S. Bancorp.

"Environmental Claims" means all claims, however asserted, by any Governmental Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release or injury of the environment or threat to public health, personal injury (including sickness, disease or death), property damage, natural resources damage, or otherwise alleging liability or responsibility for damages (punitive or otherwise), cleanup, removal, remedial or response costs, restitution, civil or criminal penalties, injunctive relief, or other type of relief, resulting from or based upon the presence, placement, discharge, emission or release (including intentional and unintentional, negligent and non-negligent, sudden or non-sudden, accidental or non-accidental, placement, spills, leaks, discharges, emissions or releases) of any Hazardous Material at, in, or from Property, whether or not owned by the Company.

"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, 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.

“EPA” shall mean the United States Environmental Protection Agency.

“Equipment” means all equipment and other personal property used on, in or in connection with a Leased Property that is financed with the proceeds of Advances.

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

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Company within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) the failure to make a required contribution to a Pension Plan if such failure is sufficient to give rise to a Lien under Section 302(f) of ERISA; (c) a withdrawal by the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations which is treated as such a withdrawal under Section 4062(e) of ERISA; (d) a complete or partial withdrawal by the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (e) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (f) an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (g) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate.

“Eurocurrency Reserve Requirements” means for any day as applied to a LIBOR Advance, the aggregate (without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of such Board) maintained by a member bank of such System.

“Event of Default” means any event or condition designated as an “Event of Default” in Article XII of the Lease or Section 8.1 of any Funding Agreement.

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

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

“Exchange Act” means the Securities and Exchange Act of 1934, and regulations promulgated thereunder.

“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).

“FAA” means the Federal Aviation Administration of the United States of America and any successor Governmental Authority.

“Fair Market Rental Value” means, with respect to any Leased Property or Aircraft, 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 related Lessee or Obligor 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 any Lessee or Obligor for the lease of such Leased Property or Aircraft on the terms (other than the amount of Basic Rent) set forth, or referred to, in the Lease or related Funding Agreement, as the case may be. Such fair market rent shall be calculated as the value for the use of such Leased Property or Aircraft, assuming, in the determination of such fair market rental value, that such Leased Property or Aircraft is in the condition and repair required to be maintained by the terms of the Lease or related Funding Agreement, as the case may be (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 or related Funding Agreement, as the case may be, in which case this assumption shall not be made).

“Fair Market Sales Value” means, with respect to any Leased Property or Aircraft 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 related Lessee or Obligor, 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 any Lessee or Obligor, for the purchase of such Leased Property or Aircraft. Such fair market sales value shall be calculated as the value for such Leased Property or Aircraft, assuming, in the determination of such fair market sales value, that such Leased Property or Aircraft is in the condition and repair required to be maintained by the terms of the Lease or related Funding Agreement, as the case may be (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 related Funding Agreement, as the case may be or the Master Agreement, in which case this assumption shall not be made).

“FDIC” means the Federal Deposit Insurance Corporation, and any Governmental Authority succeeding to any of its principal functions.

“Federal Funds Rate” means for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds

transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of Atlanta, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent.

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

"Financing Lease" means any lease of property, real or personal, the obligations of the lessee in respect of which are required in accordance with GAAP to be capitalized on a balance sheet of the lessee.

"Fixed Price Termination Option" is defined in Section 11.1(b) of the Funding Agreement(s).

"FRB" means the Board of Governors of the Federal Reserve System, and any Governmental Authority succeeding to any of its principal functions.

"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 Agreement" means each Funding Agreement substantially in the form of Exhibit J to the Master Agreement between Oblige and an Obligor.

"Funding Agreement Assignment" means each Funding Agreement Assignment Agreement, substantially in the form of Exhibit K to the Master Agreement between Oblige and the Agent.

"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 Section 2 of the Master Agreement.

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

"Funding Party Balance" means, with respect to any Leased Property or Aircraft, (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 Lessees 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 Lessees under the Operative Documents.

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

"Funding Termination Date" means the earlier of (i) June 7, 2005 and (ii) the termination of the Lenders' Commitments pursuant to Section 5.2 of the Loan Agreement.

"GAAP" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the Initial Closing Date.

"General Partner" means Atlantic Financial Managers, Inc., a Texas 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 nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"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 U.S. Bancorp in its capacity as guarantor under the Guaranty.

"Guaranty" means the Guaranty Agreement, dated as of June 7, 2001, issued by U.S. Bancorp.

"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.

"Indebtedness" of any Person means, without duplication:

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(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(b) all obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker's acceptances issued for the account of such Person;

(c) all obligations of such Person as lessee under leases which have been or should be, in accordance with GAAP, recorded as capitalized lease liabilities;

(d) all other items which, in accordance with GAAP, would be included as liabilities on the liability side of the balance sheet of such Person as of the date at which Indebtedness is to be determined;

(e) whether or not so included as liabilities in accordance with GAAP, all obligations of such Person to pay the deferred purchase price of property or services, and indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; and

(f) all Contingent Liabilities of such Person in respect of any of the foregoing.

For all purposes of the Master Agreement, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or a joint venturer.

"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 be an Indemnitee.

"Initial Closing Date" means the Closing Date for the first Leased Property or Aircraft acquired by the Lessor pursuant to the Master Agreement.

"Insolvency Proceeding" means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other similar arrangement in respect of its creditors generally or any substantial portion of its creditors undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

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

"Land" means the land described in 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 June 7, 2001 together with each Lease Supplement thereto, among the Lessees and the Lessor.

"Lease Balance" or **"Total Property Balance"** means, with respect to all of the Leased Properties and Aircraft, 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, and all other amounts owing to the Funding Parties by the Lessees and Obligors under the Operative Documents.

"Lease Supplement" is defined in Section 2.2 of the Lease.

"Lease Term" or **"Term"** means (a) the Base Term, as it may be renewed pursuant to Section 14.9 of the Lease and Section 11.1(a) of the Funding Agreement(s) or (b) such shorter period as may result from earlier termination of the Lease or any Funding Agreement as provided therein.

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

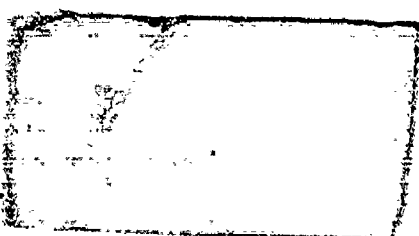
"Leased Property" means Land and the related Building(s), including the related Equipment. For purposes of the Lease, "Leased Property" means the Land identified in a Lease Supplement and the Buildings, including the Equipment, related thereto, unless the context provides otherwise.

"Leased Property Balance" or **"Property Balance"** means, with respect to any Leased Property or Aircraft, 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's Invested Amounts, all related unpaid fees owing to the Funding Parties under the Operative Documents, and all other amounts owing to the Funding Parties by any Lessee under the Operative Documents with respect to such Leased Property or Aircraft.

"Lender Basic Rent" or **"Lender Basic Charge"** means, for any Rent Period under the Lease and any Funding Agreement, 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 Lessor.

"Lending Office" for each Lender means the office for such Lender shown on Schedule 8.2 to the Master Agreement or such other office as such Lender designates in writing from time to time to U.S. Bancorp 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 party to the Lease Supplement for such Leased Property. For purposes of the Operative Documents, the term "Lessee" includes each Obligor under a Funding Agreement.

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

"Lessor Basic Rent" or "Lessor Basic Charge" means, for any Rent Period under the Lease and any Funding Agreement, the aggregate amount of Yield accrued and unpaid on the Lessor's Invested Amounts pursuant to 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 Aircraft, any Funding Agreement, 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 Transaction 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 a Lessee or U.S. Bancorp 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 a Lessee or the Construction Agent).

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

"Lessor Side Letter" means the letter agreement, dated as of June 7, 2001, between U.S. Bancorp 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.

"Leverage Ratio" means with respect to the Company and its Subsidiaries on a consolidated basis, at any time, the ratio of its Tier One Capital to its Adjusted Total Assets.

"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 U.S. Bancorp 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.

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“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance (including, without limitation, any easement, right-of-way, zoning or similar restriction or title defect), lien (statutory or other) or priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction).

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

“Loan Agreement” means the Loan Agreement, dated as of June 7, 2001, among the Lessor, the Agent and the Lenders.

“Loan Documents” means the Loan Agreement, the Notes, the Assignments of Lease and Rents, the Mortgages, the Funding Agreement Assignments 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.

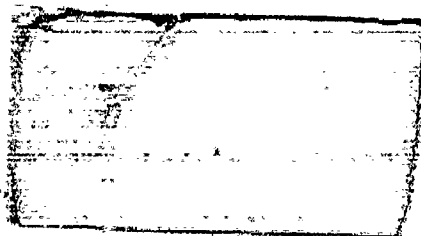
“Loans Outstanding” means, for any Person, the sum of loans and direct lease financings, net of unearned income, by such Person and its Subsidiaries on a consolidated basis.

“Loss Proceeds” is defined in Section 10.6 of the Lease and Section 6.4 of the Funding Agreements.

“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.

“Master Agreement” means the Master Agreement, dated as of June 7, 2001, among the Lessees, the Lessor, the Agent and the Lenders.

“Material Adverse Effect” means with respect to any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding), (A) a material adverse change in, or a material adverse effect upon, the operations, business, properties, condition (financial or otherwise) or prospects of the Company or the Company and its Subsidiaries taken as a whole; for the purposes of this definition, an adverse effect or adverse change will be deemed material if there is a reasonable likelihood that it would reduce the Company’s equity as of any date of determination by 10% or more below the Company’s equity as of the end of its most recent fiscal year; or (B) a materially adverse effect on (i) the ability of Guarantor or any Lessee to perform its obligations under any Operative Document, (ii) the value or useful life of any Leased Property or any Aircraft, or the validity or enforceability of any Operative Document, or (iii) the status, perfection or priority of the Agent’s or any Funding Party’s interest in any Leased Property or Aircraft.



“Material Subsidiary” means, at any time, any Subsidiary having at such time total assets, as of the last day of the preceding fiscal quarter, having a net book value in excess 5% of the consolidated total assets of the Company, based upon the Company’s most recent annual or quarterly financial statements delivered to the Agent under Section 5.1 of the Master Agreement.

“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-1 or D-2 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” means a “multiemployer plan”, within the meaning of Section 4001(a)(3) of ERISA, with respect to which the Company or any ERISA Affiliate may have any liability.

“Non-Performing Assets” means, as applied to Loans Outstanding of a Person, (i) Loans Outstanding that are not accruing interest, have been classified as renegotiated pursuant to guidelines established by the Federal Financial Institutions Council or are 90 days or more past due in the payment of principal or interest plus (ii) Other Real Estate Owned by such Person minus (iii) such loans, which are student loan obligations which are serviced by a third party servicer and which are backed by the full faith and credit of the United States Government or any agency thereof, whether such guaranty is for the benefit of such third party servicer or such Person or any of its Subsidiaries, provided, however, that this exclusion shall not apply to any student loan with respect to which a third party servicer has failed to perform the terms and conditions of its servicing agreement with such Person or any of its Subsidiaries.

“Non-Performing Ratio” means, for any Person, the ratio of such Person’s

- (a) Non-Performing Assets outstanding
- to
- (b) consolidated equity capital plus consolidated loan loss reserve.

“Notes” means the A Note and the 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.

“Obligee” is defined in the preamble of the Funding Agreement(s).

“Obligor” is defined in the preamble of the Funding Agreement(s). The “related” Obligor with respect to any Aircraft means the Obligor that is party to the Funding Agreement for such Aircraft.

“Obsolete Parts” is defined in Section 5.5 of the Funding Agreement(s).

“Obligations” means all indebtedness (whether principal, interest, fees or otherwise), obligations and liabilities of each Lessee to the Funding Parties (including without limitation all

extensions, renewals, modifications, rearrangements, restructures, replacements and refinancings thereof, whether or not the same involve modifications to interest rates or other payment terms of such indebtedness, obligations and liabilities), whether arising under any of the Operative Documents or otherwise, and whether now existing or hereafter created, absolute or contingent, direct or indirect, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, or acquired by Funding Parties outright, conditionally or as collateral security from another, including but not limited to the obligation of each Lessee to repay future advances by the Funding Parties, whether or not made pursuant to a commitment and whether or not presently contemplated by any Lessee and the Funding Parties under the 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 Purchase Agreements, the Deeds, the Lease, the Funding Agreements, the Security Agreement and Assignment, the Notes, the Loan Agreement, the Guaranty, the Assignments of Lease and Rents, the Mortgages, the Ground Leases, the Construction Agency Agreement, the Joinder Agreements and the other documents delivered in connection with the transactions contemplated by the Master Agreement.

"Organization Documents" means, for any corporation, the certificate or articles of incorporation, the bylaws, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation, any shareholder rights agreement, and all applicable resolutions of the board of directors (or any committee thereof) of such corporation.

"Other Real Estate Owned" of a Person means "other real estate owned" as shown in the financial statements of such Person prepared in accordance with GAAP.

"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, for the actual number of days elapsed) 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.

"Part(s)" means all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature that may from time to time be incorporated or installed in or attached to any Aircraft.

"Payment Date" means the last day of each Rent Period or Charge Period (and if such Rent Period or Charge Period is longer than three months, the day that is 90 days after the first

day of such Rent Period or Charge Period) or, if such day is not a Business Day, the next Business Day.

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

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

"Pension Plan" means a pension plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, other than a Multiemployer Plan, with respect to which the Company or any ERISA Affiliate may have any liability.

"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) 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 (c) of this definition; and (e) money market funds acceptable to the Required Lenders.

"Permitted Liens" means the following with respect to any Leased Property or Aircraft: (a) the respective rights and interest of the related Lessee or Obligor, 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 the related 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 or Obligor'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 Aircraft 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 an employee benefit plan (as defined in Section 3(3) of ERISA) which the Company sponsors or maintains or to which the Company makes, is making, or is obligated to make contributions and includes any Pension Plan.

"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.

"Property Balance" - See the definition of "Leased Property Balance".

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

"Purchase Option" or **"Termination Option"** is defined in Section 14.1(a) of the Lease and includes the Fixed Price Termination Option under a Funding Agreement.

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

"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.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System.

"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 Lease 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 and Section 11.1 of the Funding Agreement(s).

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

"Rent Period" or "Charge Period" means (i) 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 (ii) with respect to any LIBOR Advance:

- (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 U.S. Bancorp 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 U.S. Bancorp by irrevocable notice to the Agent in its related Payment Date Notice;

provided, however that:

(a) The initial Rent Period or Charge Period for any Funding shall commence on the Funding Date of such Funding and each Rent Period or Charge 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 or Charge 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 or Charge 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 or Charge Period shall expire on the next preceding Business Day;

(c) Any Rent Period or Charge 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 or Charge Period shall, subject to paragraph (d) below, expire on the last Business Day of such calendar month; and

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

"Reorganization" means with respect to any Multiemployer Plan, the condition that such plan is in reorganization within the meaning of Section 4241 of ERISA.

"Replacement Engine" means an engine of the same manufacturer with the same model number and rated horsepower as the Engine that is being replaced, which Engine is encumbered pursuant to a Funding Agreement in replacement or substitution for any Engine in accordance with Section 6.2 of such Funding Agreement, together with all Parts relating thereto.

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

"Reportable Event" means, any of the events set forth in Section 4043(b) of ERISA or the regulations thereunder, other than any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC.

"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 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 and the chief executive officer of U.S. Bancorp, the chief financial officer of U.S. Bancorp, the treasurer of U.S. Bancorp or the senior vice president-finance of U.S. Bancorp, or any assistant treasurer of U.S. Bancorp.

"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).

"Risk Weighted Assets" means, for any Person, the value of the assets of such Person and its Subsidiaries, including adjusted off-balance sheet items, all as calculated pursuant to risk based capital guidelines in effect from time to time with the applicable regulatory agency.

"Scheduled Construction Termination Date" means with respect to any Building the earliest of (i) two years after the Closing Date for the related Land, (ii) eighteen months after the commencement of the Construction of such Building and (iii) the Funding Termination Date.

"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 or Aircraft, the seller thereof to the Lessor on the related Closing Date.

"Single Employer Plan" means any Plan which is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"Subsidiary" means as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in the Operative Documents shall refer to a Subsidiary or Subsidiaries of U.S. Bancorp.

"SunTrust Bank" means SunTrust Bank, a Georgia banking corporation.

"Supplemental Rent" or "Supplemental Charge" means any and all amounts, liabilities and obligations other than Basic Rent or Basic Charge which any Lessee or Obligor assumes or agrees or is otherwise obligated to pay under the Lease, any Funding Agreement or any other Operative Document (whether or not designated as Supplemental Rent or Supplemental Charge) 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.

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

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

“Tax Indemnitee” means the Lessor, the Agent, each 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 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).

“Term” - See the definition of “Lease Term”.

“Termination Date” - See the definition of “Lease Termination Date”.

“Tier One Capital” shall have the meaning set forth on the date of the Master Agreement under applicable regulations of any regulatory agency having authority on the date of the Master Agreement as such regulations are applicable to the Company, or if such regulations are amended hereafter to define Tier One Capital more restrictively, as set forth in such later definition.

“Tier Two Capital” shall have the meaning set forth on the date of the Master Agreement under applicable regulations of any regulatory agency having authority on the date of the Master Agreement as such regulations are applicable to the Company, or if such regulations are amended hereafter to define Tier Two Capital more restrictively, as set forth in such later definition.

“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 Funding Parties.

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

“Total Property Balance” - See the definition of “Lease Balance”.

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

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

“Unfunded Pension Liability” means the excess of a Plan’s accumulated benefit obligations (as defined by GAAP), over the current fair value of that Plan’s assets.

“U.S. Bancorp” means U.S. Bancorp, a Delaware corporation.

“Well-Capitalized” shall have the meaning set forth in 12 U.S.C. § 1831(o) and the regulations issued thereunder at 12 C.F.R. § 565.4, or any successor provision thereto, as applicable to the Company, or if not applicable to the Company per se, as applicable to the Bank Subsidiaries applied to the Company as if so applicable; provided, however, that if at any time such requirements shall be modified so as to define the requirements for such designation more

restrictively than the existing requirements, then such requirements set forth herein shall be changed to reflect such later modification; provided, further, if at any time any regulatory agency having authority over the Company or any Bank Subsidiary shall determine that such Person is not "Well Capitalized" (within the meaning of the regulations promulgated by such authority then in effect), such Person shall be deemed not to be Well-Capitalized for purposes of the Master Agreement, without regard to whether such Person shall meet the requirements of the definition of such term set forth in the Master Agreement as in effect at such time.

"Withholding Taxes" is defined in Section 7.5(f) of the Master Agreement.

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

COOPY

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RECORDER

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