
MORTGAGE AND SECURITY AGREEMENT

dated as of July 6, 2000

from

ATLANTIC FINANCIAL GROUP, LTD.,
as Mortgagor

to

SUNTRUST BANK
as Agent, Mortgagee

Helena , Alabama

After recording, please return to:
Land America, National Commercial Services
Attention: Melissa A. Rollins
4111 Executive Parkway ~ Suite 304
Westerville, OH 43081-3862

Inst # 2000-29185

08/25/2000-29185
10:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
050 CJ1 1169.60

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED
HEREBY SHALL NOT EXCEED \$692,316.00

THIS MORTGAGE IS FILED AS, AND SHALL CONSTITUTE A FIXTURE FILING IN
ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9-402(6) OF THE CODE OF ALABAMA.

THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN SECTION
7-9-313(1)(C) OF THE CODE OF ALABAMA, AND SECURES, AMONG OTHER OBLIGATIONS,
AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.

MORTGAGE AND SECURITY AGREEMENT

MORTGAGE AND SECURITY AGREEMENT, dated as of July 6, 2000 (this "Mortgage"), made by ATLANTIC FINANCIAL GROUP, LTD. (the "Mortgagor"), a Texas limited partnership, with an address at 1000 Ballpark Way, Suite 304, Arlington, Texas 76011 to SUNTRUST BANK, a Georgia state banking corporation, with an address at 201 Fourth Avenue, Nashville, Tennessee 37219, in its capacity as Agent (in such capacity, the "Agent"), under the Loan Agreement, dated as of June 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Mortgagor, the Agent and Three Pillars Funding Corporation (the "Lender").

Preliminary Statement

Pursuant to the Loan Agreement, the Lender has agreed to make Loans to the Mortgagor upon the terms and subject to the conditions set forth therein, to be evidenced by the notes ("Notes") issued by the Mortgagor 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 11, 2014 (including extensions at the discretion of the Lender). The Mortgagor is the legal and beneficial owner of the Mortgaged Property (as defined below).

It is a condition, among others, to the obligation of the Lender to make the Loans to the Mortgagor under the Loan Agreement that the Mortgagor shall have executed and delivered this Mortgage to the Agent.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to make the Loans under the Loan Agreement, the Mortgagor hereby agrees with the Agent, 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 MORTGAGOR HEREBY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, WARRANTS AND SETS OVER TO THE AGENT, AND GRANTS THE AGENT A SECURITY INTEREST IN:

(A) the parcel(s) of real property described on Exhibit A (the "Land"); 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 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, 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 Mortgagor, in possession or expectancy, in and to the Property or any part thereof;

(C) all right, title and interest of the Mortgagor 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 Mortgagor 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 Mortgagor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings 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 Mortgagor 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 Mortgagor 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 Mortgagor or constructed, assembled or placed by the Mortgagor 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 Mortgagor;

(F) all right, title and interest of the Mortgagor in, to and under all trade names, trade marks, logos, copyrights, good will and books and records relating to or used in connection with the operation of the Property or the Fixtures or any part thereof; and all general intangibles related to the operation of the Improvements now existing or hereafter arising;

(G) all right, title and interest of the Mortgagor 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 Mortgagor'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;

(H) all right, title and interest of the Mortgagor 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 Construction Contract, and (iv) the Construction Agency Agreement;

(I) the Guaranty Agreement, the Lease, and 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

(J) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by the Mortgagor and described in the foregoing clauses (A) through (J) are collectively referred to as the "Mortgaged Property"); provided, however, that notwithstanding anything hereinabove to the contrary the maximum principal amount of the Obligations secured hereby at any one time shall not exceed Six Hundred Ninety-two Thousand, Three Hundred Sixteen Dollars (\$692,316.00) plus all costs of enforcement and collection of this Mortgage, the Notes, the Loan Agreement and the other Operative Documents, plus the total

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

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby granted unto the Agent, its successors and assigns for the uses and purposes set forth, until all amounts owed by and obligations of the Mortgagor to the Lender or the Mortgagee under the Notes, the Loan Agreement and the other Operative Documents (collectively, the "Obligations") are paid, unless otherwise provided in the Operative Documents; provided, however, that these presents are upon the condition this, if the Mortgagor shall fully pay or cause to be fully paid to the Agent the principal and interest payable in respect to the Notes, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall pay all charges incurred herein by Agent on account of Mortgagor, including, but not limited to, attorneys' fees, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Notes, and in the Operative Documents expressed to be kept, performed, and observed by or on the part of the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

1. Definitions. Capitalized terms used but not otherwise defined in this Mortgage shall have the respective meanings specified in Appendix A to this Mortgage.

2. Payment of Obligations. The Mortgagor 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 Agent, and at the sole expense of the Mortgagor (but only to the extent the Mortgagor has been reimbursed by Lessee), the Mortgagor will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Agent reasonably may request for the purposes of obtaining or preserving the full benefits of this Mortgage and of the rights and powers granted by this Mortgage.

4. Default: Remedies. (a) 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:

(i) the Mortgagor, upon demand of the Agent, shall forthwith surrender to the Agent the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Agent or its agents may enter and take and maintain possession of all the Mortgaged Property, together with all the documents, books, records, papers and accounts

of the Mortgagor or then owner of the Mortgaged Property relating only to the Mortgaged Property and not to the business being conducted by Lessee on the Mortgaged Property, and may exclude the Mortgagor and its agents and employees wholly therefrom.

(ii) Upon every such entering upon or taking of possession, the Agent, as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, may hold, store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Agent) and either personally or by its agents, and, from time to time (a) make all necessary and prior maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (b) insure or keep the Mortgaged Property (or any portion thereof selected by Agent) and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same, and to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Agent, all as the Agent from time to time may determine to be to its best advantage; and the Agent may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or any portion thereof selected by Agent), including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all such persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to this Mortgage as the Agent may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Agent; shall apply the remainder of the moneys so received by the Agent, first to the payment of accrued interest under the Note; second to the payment of tax deposits required hereunder or in the Loan Agreement; third to the payment of any other sums required to be paid by Mortgagor under this Mortgage or under the Loan Documents; fourth to the payment of overdue installments of principal on the Note; and the balance, if any, as otherwise required by law.

(iii) the Agent, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured and or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.

(iv) The Mortgagor shall pay to the Agent upon demand all costs and expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section 4; and all such expenses shall be secured by this Mortgage.

5. If a Loan Event Default has occurred and is continuing and the Loans have been accelerated pursuant to Section 5 of the Loan Agreement, the Agent may either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate processing or remedy (a) to enforce payment of the Note; (b) to foreclose this Mortgage; and (c) to pursue any other remedy available to Agent, all as the Agent may elect.

6. If a Loan Event of Default has occurred and is continuing and the Loans have been accelerated pursuant to the Loan Agreement, Agent may sell the Mortgaged Property to the highest bidder at public auction to be held between the hours of 11:00 a.m. and 4:00 p.m. in front of the courthouse door of the county in which the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, as may be required, and, upon payment of the purchase money, Agent or any person conducting the sale for Agent is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Agent may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold in any other manner as Agent may elect. The provisions of Paragraph 10 of this Mortgage shall apply with respect to Agent's enforcement of rights or interests in personal property which constitutes Mortgaged Property hereunder.

7. The proceeds of any foreclosure sale pursuant to Paragraph 16 hereof, or any sale pursuant to Paragraph 4, shall be applied as follows:

(i) First, to the costs and expenses of (i) retaking, holding, storing and processing the Mortgaged Property and preparing the Mortgaged Property for sale, and (iii) making the sale, including a reasonable attorney's fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(ii) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Notes, this Mortgage, the Loan Agreement, as applicable, which Agent may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Notes or the Loan

Agreement, such repayment to be applied in the manner determined by Agent in its sole discretion:

(iii) Third, to the payment of the indebtedness secured hereby, with interest to date of sale at the applicable rate or rates specified in the Notes, this Mortgage, or the Loan Agreement, as applicable, whether or not all of such indebtedness is then due; and

(iv) Fourth, the balance, if any, shall be paid as provided by law.

8. At the option of the Agent, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Agent exercises its option to foreclose this Mortgage in equity, Agency may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Mortgager, a defense to any proceedings instituted by the Agent to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

9. Mortgager waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

10. Remedies Not Exclusive. The Agent shall be entitled to enforce payment of the indebtedness and performance of the Obligations and to exercise all rights and powers under this Mortgage 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, deed to secure debt, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect the Agent's right to realize upon or enforce any other security now or hereafter held by the Agent, it being agreed that the Agent shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Agent in such order and manner as the Agent may determine in its absolute discretion. No remedy herein conferred upon or reserved to the Agent 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 Agent 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 Agent. In no event shall the Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to the Agent, or the appointment of a receiver and the entry of such receiver

on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and the Agent shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

11. Performance by the Agent of the Mortgagor's Obligations. If the Mortgagor fails to perform or comply with any of its agreements contained herein the Agent, at its 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 Agent 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 Agent, as applicable, to the date reimbursed by the Mortgagor, shall be payable by the Mortgagor to the Agent on demand (but only to the extent the Mortgagor has been reimbursed by Lessee).

12. Duty of the Agent. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of any Mortgaged Property in its possession, under §7-9-207, Code of Alabama (1975) or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Mortgaged Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Mortgaged Property upon the request of the Mortgagor or any other Person or to take any other action whatsoever with regard to the Mortgaged Property or any part provided thereof.

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

14. Execution of Financing Statements. Pursuant to Section 9-402 of the Uniform Commercial Code, the Mortgagor authorizes the Agent to file financing statements with respect to the Mortgaged Property without the signature of the Mortgagor in such form and in such filing offices as the Agent reasonably determines appropriate to perfect the security interests of the Agent under this Mortgage. A carbon, photographic or other reproduction of this Mortgage shall be sufficient as a financing statement for filing in any jurisdiction.

15. Security Agreement under Uniform Commercial Code. (a) It is the intention of the parties hereto that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State in which the Mortgaged Property is located. If a Loan Event of Default shall occur, then in addition to having any other right or remedy available at law or in equity, the Agent shall have the option of either (i) proceeding under the Uniform Commercial Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged 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 Mortgaged Property in accordance with the Agent's rights, powers and remedies with respect to the real property (in which event the default provisions of the Uniform Commercial Code shall not apply). If the Agent, shall elect to proceed under the Uniform Commercial Code, then fifteen days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Agent shall include, but not be limited to, attorneys' fees and legal expenses. At the Agent's request, the Mortgagor shall assemble the personal property and make it available to the Agent at a place designated by the Agent which is reasonably convenient to both parties.

(b) The Mortgagor and the Agent agree, to the extent permitted by law, that this Mortgage 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 Sections 9-313 and 9-402 of the Uniform Commercial Code.

(c) The Mortgagor, upon request by the Agent from time to time, shall execute, acknowledge and deliver to the Agent one or more separate security agreements, in form satisfactory to the Agent, covering all or any part of the Mortgaged 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 Agent may request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Mortgage and such security instrument. The Mortgagor further agrees to pay to the Agent on demand all costs and expenses incurred by the Agent 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 Agent shall reasonably require; provided, however, that the Mortgagor 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 Mortgagor shall fail to furnish any financing or continuation statement within 10 days after request by the Agent, then pursuant to the provisions of the Uniform Commercial Code, the Mortgagor hereby authorizes the Agent, without the signature of the Mortgagor, to execute and file any such financing and continuation statements. The filing of any financing or continuation statements in the records relating to personal property or chattels shall not be construed as in any way impairing the right of the Agent to proceed against any personal property encumbered by this Mortgage as real property, as set forth above.

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

17. Severability. Any provision of this Mortgage 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 Mortgage may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Mortgagor and the Agent in accordance with the terms of the Loan Agreement.

(b) No failure to exercise, nor any delay in exercising, on the part of the Agent, 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 Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent 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 Mortgage 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 Mortgage shall run with the land and be binding upon the successors and assigns of the Mortgagor and shall inure to the benefit of the Agent and their respective successors and assigns.

21. Mortgagor's Waiver of Rights. Except as otherwise set forth herein, to the fullest extent permitted by law, the Mortgagor 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 Mortgaged 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 Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. Except as otherwise set forth herein, to the full extent the Mortgagor may do so, the Mortgagor agrees that the Mortgagor 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 Mortgage before exercising any other remedy granted hereunder and the Mortgagor, for the Mortgagor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged 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 marshalling in the event of foreclosure of the liens hereby created.

22. Multiple Security. If (a) the Mortgaged 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 Mortgage, the Agent 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 Mortgaged Property is located (whether or not such property is owned by the Mortgagor 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 Agent may, in their discretion, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. The Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to the Lender to extend the Obligations, and the Mortgagor 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 Mortgagor further agrees that if the Agent shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if the Agent 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 Mortgaged Property is located, the Agent may commence or continue foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and the Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage 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 Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by the Agent in any such proceedings shall prejudice, limit or preclude the Agent'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 Mortgaged Property is located) which directly or indirectly secures the Obligations, and the Mortgagor 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 Mortgage, and the Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, the Agent may, at its election, cause the sale of all Mortgaged 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 Mortgaged Property securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

23. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA. NOTWITHSTANDING THE FOREGOING, THE MASTER AGREEMENT, LOAN AGREEMENT, AND NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE 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 Agent may release, for such consideration or none, as it may require, any portion of the Mortgaged Property without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien, security interest and priority herein provided for the Agent compared to any other lien holder or secured party.

25. Miscellaneous. (a) This Mortgage 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 Agent, at its election, may commence or consolidate in a single action all proceedings to realize upon all such liens and security interests. The Mortgagor hereby waives (i) any objections to the commencement or continuation of an action to foreclose this Mortgage 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 Mortgage. In case of a foreclosure sale, the Mortgaged Property may be sold, at the Agent's election, in one parcel or in more than one parcel and the Agent is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(b) Except as provided in the Operative Documents, the Agent, with the express written consent of the Mortgagor, may at any time or from time to time renew or extend this Mortgage, or alter or modify the same in any way, or the Agent may waive any of the terms, covenants or conditions hereof in whole or in part and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations secured hereby as the Agent 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 Mortgaged Property.

26. Future Advances; Revolving Credit. This Mortgage 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, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, to the same extent as if such future advances were made

on the date of execution of this Mortgage, 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 Mortgage shall be valid as to all such indebtedness, including all revolving credit and future advances, from the time this Mortgage is recorded. Notwithstanding anything in this Mortgage to the contrary, although the amount of indebtedness secured by this Mortgage may increase or decrease from time to time, the maximum principal amount of indebtedness secured by this Mortgage at any one time shall not exceed Six Hundred Ninety-Two Thousand Three Hundred Sixteen Dollars (\$692,316.00), plus all costs of enforcement and collection of this Mortgage, the Notes, the Loan Agreement and the other Operative Documents, plus the total amount of any advances made pursuant to the Operative Documents to protect the collateral and the security interest and lien created hereby; together with interest on all of the foregoing as provided in the Operative Documents.

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

ATLANTIC FINANCIAL GROUP, LTD., a Texas
limited partnership, as Mortgagor

By: Atlantic Financial Managers, Inc., a
Texas corporation, its General Partner

By: 
Name: Stephen S. Brookshire
Title: President

STATE OF Texas)
) SS.:
COUNTY OF Dallas)

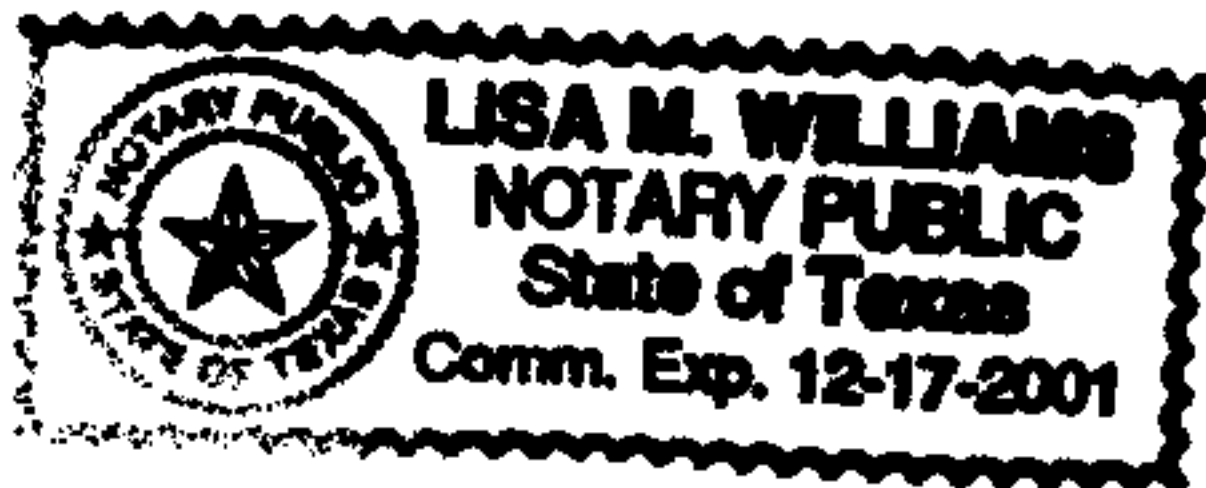
I, the undersigned Notary Public in and for said County in said State, hereby certify that STEPHEN S. BROOKSHIRE, whose name as pres. of ATLANTIC FINANCIAL MANAGERS, INC., a Texas corporation, acting as general partner of ATLANTIC FINANCIAL GROUP, LTD., a Texas limited partnership is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as general partner of said limited partnership.

Given under my hand this the 26 day of July, 2000.

Lisa M. Williams
Notary Public

[NOTARIAL SEAL]

My commission expires: 12-17-01



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

DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

(ix) "or" is not exclusive; and

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

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

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

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

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

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

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

"A Percentage" means 85%.

"Acquisition" means the acquisition by any Consolidated Company of any of the following: (a) the controlling interest in any Person, (b) a Consolidated Company or (c) substantially all of the Property of any Person.

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

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

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

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

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

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

"Affected Party" means each of the Lender, the Lessor, each Liquidity Bank, each other Program Support Provider, the Agent, the Administrator, any assignee of or holder of a participation from any Program Support Provider and any holding company of any Program Support Provider.

"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

"After-Tax Basis" means (a) with respect to any payment to be received by an Indemnitee (which, for purposes of this definition, shall include any Tax Indemnitee), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other Tax benefits arising from the payment by the Indemnitee of any amount, including

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

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

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

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

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

"Affected Party" means each of the Lender, the Lessor, each Liquidity Bank, each other Program Support Provider, the Agent, the Administrator, any assignee of or holder of a participation from any Program Support Provider and any holding company of any Program Support Provider.

"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, provided (but without limiting the foregoing) that no pledge of voting securities of any Person without the current right to exercise voting rights with respect thereto shall by itself be deemed to constitute control over such Person.

"After-Tax Basis" means (a) with respect to any payment to be received by an Indemnitee (which, for purposes of this definition, shall include any Tax Indemnitee), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other Tax benefits arising from the payment by the Indemnitee of any amount, including

Taxes, for which the payment to be received is made) imposed currently on the Indemnatee 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 Indemnatee, 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 Indemnatee 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 Indemnatee 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 Indemnatee 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, Nashville, N.A., a national banking association, in its capacity as agent under the Master Agreement and the Loan Agreement.

"Aggregate Commitment" means the sum of Lessor's Commitment and the aggregate commitments of the Liquidity Banks under the Liquidity Agreement.

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

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

"Applicable Margin" means, with respect to any LIBOR Advance and Base Rate Advance, the applicable percentage set forth below based on the fiscal quarter-end ratios for Dollar's Fixed Charge Coverage Ratio:

Fixed Charge Coverage Ratio	≥ 4.5 to 1 x	≥ 3.25 to 1 and < 4.5 to 1	≥ 2.5 to 1 and < 3.25 to 1	< 2.5 to 1
LIBOR Advances	0.35%	0.40%	0.625%	0.85%
Base Rate Advances	0%	0%	0%	0%

provided, however that (i) the Applicable Margin in effect as of the date of the Master Agreement shall be 0.40% with respect to LIBOR Advances and 0% with respect to Base Rate Advances and shall remain in effect until such time as the Applicable Margin may be adjusted and (ii) so long as no Event of Default or Potential Event of Default has occurred and is continuing, adjustments, if any, to the Applicable Margin based on changes in the ratio set forth above shall be made and become effective on the related Calculation Date.

"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 Lessee and the related Architect.

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

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

"Award" means any award or payment received by or payable to the Lessor or a Lessee on account of any Condemnation or Event of Taking (less the actual costs, fees and expenses, including reasonable attorneys' fees, incurred in the collection thereof,

for which the Person incurring the same shall be reimbursed from such award or payment).

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

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

"B Percentage" means 11.5%.

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

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

"Base Term" means, with respect to any Leased Property, (a) the period commencing on the Initial Closing Date and ending on June 11, 2004 or (b) such shorter period as may result from earlier termination of the related Lease as provided therein.

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

"Basic Rent" means, for any Lease Term, the rent payable pursuant to Section 3.1 of the Lease, determined in accordance with the following: each installment of Basic Rent payable on any Payment Date shall be in an amount equal to the sum of (A) the aggregate amount of Lender Basic Rent payable on such Payment Date, plus (B) the aggregate amount of Lessor Basic Rent payable on such Payment Date.

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

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

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

"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 Nashville, Tennessee 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.

"Calculation Date" means the Business Day next following the date on which the Agent accepts the officer's certificate required to be furnished by Dollar in accordance with Section 5.1(q) of the Master Agreement.

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

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

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

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

"Closing Date" means, with respect to each parcel of Land, the date on which such Land is acquired by the Lessor pursuant to a Purchase Agreement or such Land is leased to the Lessor

pursuant to a Ground Lease and, except with respect to Land for which no purchase price is payable, the initial Funding occurs with respect to such Land under the Master Agreement.

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

"Commercial Paper" means short-term promissory notes issued by Lender to fund its Loans or investments in other financial assets.

"Commercial Paper Rate" means, for any Rent Period for the related Loan, a rate per annum equal to the sum of (i) the rate or, if more than one rate, the weighted average of the rates, determined by converting to an interest-bearing equivalent rate per annum the discount rate (or rates) at which Commercial Paper outstanding during such Rent Period have been or may be sold by any placement agent or commercial paper dealer selected by Administrator, plus (ii) the commissions and charges charged by such placement agent or commercial paper dealer with respect to such Commercial Paper expressed as a percentage of the face amount thereof and converted to an interest-bearing equivalent rate per annum.

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

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

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

"Condemnation" means any condemnation, requisition, confiscation, seizure or other taking or sale of the use, occupancy or title to any Leased Property or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or any transfer in lieu of or in anticipation thereof, which in any case does not constitute an

Event of Taking. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use is prevented or occupancy or title is taken.

"Consolidated Companies" means, collectively, Dollar, its Subsidiaries, and any Person the financial statements of which are consolidated with Dollar or any Subsidiary.

"Consolidated EBITR" means for any fiscal period of Dollar, an amount equal to (A) the sum of its Consolidated Net Income (Loss), plus, to the extent deducted in determining Consolidated Net Income (Loss), (i) provisions for taxes based on income, (ii) Consolidated Interest Expense, and (iii) Consolidated Rental Expense.

"Consolidated Funded Debt" means the Funded Debt of the Consolidated Companies, on a consolidated basis.

"Consolidated Funded Debt to Total Capitalization Ratio" means that ratio determined in accordance with Section 5.1(m) of the Master Agreement.

"Consolidated Interest Expense" means, for any fiscal period of Dollar, total interest expense (including without limitation, interest expense attributable to Capital Leases in accordance with GAAP and any program costs incurred by Dollar in connection with sales of accounts receivable pursuant to a securitization program) of the Consolidated Companies on a consolidated basis.

"Consolidated Net Income (Loss)" means for any fiscal period of Dollar, the net income (or loss) of the Consolidated Companies on a consolidated basis for such period (taken as a single accounting period) determined in conformity with GAAP; provided that there shall be excluded therefrom (i) any items of gain or loss which were included in determining such consolidated net income and were not realized in the ordinary course of business; and (ii) the income (or loss) of any Person accrued prior to the date such Person becomes a Consolidated Company or is merged into or consolidated with a Consolidated Company, or such Person's assets are acquired by a Consolidated Company.

"Consolidated Net Worth" means on a consolidated basis the excess of (A) total assets over (B) total liabilities of the Consolidated Companies, as determined in accordance with GAAP.

"Consolidated Rental Expense" means for any fiscal period of Dollar, the total operating lease expense of the Consolidated Companies on a consolidated basis.

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

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

"Construction Agency Agreement" means the Construction Agency Agreement, dated as of June 11, 1999, between Dollar and the Lessor.

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

"Construction Agent" means Dollar in its capacity as construction agent pursuant to the Construction Agency Agreement.

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

"Construction Contract" means, with respect to any Leased Property, that certain construction contract, if any, between the related Lessee or the Construction Agent and a General Contractor for the Construction of the related Building, provided that, with respect to a Major Property, 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 the Lessee's control

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

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

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

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

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

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

"CP Advance" means any portion of the Funded Amounts that bear interest by reference to the Commercial Paper Rate.

"CP Credit Agreement" means and includes any program-wide agreement entered into by any Credit Bank providing for the issuance of one or more letters of credit for the account of

Lender, the issuance of one or more surety bonds for which Lender is obligated to reimburse the applicable Credit Bank for any drawings hereunder, the sale by Lender to any Credit Bank of receivables or other financial assets purchased by Lender (or portions thereof) and/or the making of loans and/or other extensions of credit to Lender in connection with its commercial paper program, together with any cash collateral agreement, letter of credit, surety bond or other agreement or instrument executed and delivered in connection therewith (but excluding the Liquidity Agreement, or similar agreement, or any voluntary advance agreement).

"Credit Advance" means a drawing under a letter of credit issued pursuant to a CP Credit Agreement for the account of Lender, a loan to Lender under a CP Credit Agreement or any other advance or disbursement of funds to Lender or for Lender's account pursuant to a CP Credit Agreement or any such letter of credit, in each case to the extent such drawing, loan, advance or disbursement has not been repaid or reimbursed to Credit Bank in accordance with the CP Credit Agreement.

"Credit Agreement" means the Credit Agreement, dated as of September 2, 1997, by and among Dollar, SunTrust Bank, Nashville, N.A. and the other lenders parties thereto.

"Credit Bank" means and includes SunTrust Bank, Atlanta and any other or additional bank or other Person (other than any customer of Lender or any liquidity provider as such) now or hereafter extending credit or a purchase commitment to or for the account of Lender or issuing a letter of credit, surety bond or other instrument, in each case to support any obligations arising under or in connection with Lender's commercial paper program.

"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.

"Dollar" means Dollar General Corporation, a Tennessee corporation.

"Environmental Audit" means, with respect to each parcel of Land, a Phase I Environmental Assessment, dated no more than 60 days prior to the related Closing Date, by an environmental services firm satisfactory to the Funding Parties.

"Environmental Laws" means and include the Resource Conservation and Recovery Act of 1976, (RCRA) 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response,

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

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

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

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

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

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

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

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

"Facility Fee Percentage" means (i) 0.10% per annum, if the most recently calculated Fixed Charge Coverage Ratio is greater than or equal to 4.5 to 1; (ii) 0.10% per annum, if the most recently calculated Fixed Charge Coverage Ratio is greater than,

or equal to, 3.25 to 1, but less than 4.5 to 1; (iii) 0.125% per annum, if the most recently calculated Fixed Charge Coverage Ratio is greater than, or equal to 2.5 to 1, but less than 3.25 to 1; and (iv) 0.15% per annum, if the most recently calculated Fixed Charge Coverage Ratio is less than 2.5 to 1; provided, however that (i) the Facility Fee Percentage in effect as of the date of the Master Agreement shall be 0.10% per annum and shall remain in effect until such time as the Facility Fee Percentage may be adjusted and (ii) so long as no Event of Default or Potential Event of Default has occurred and is continuing, adjustments, if any, to the Facility Fee Percentage based on changes in the ratio set forth above shall be made and become effective on the related Calculation Date.

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

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

calculated as the value for such Leased Property, assuming, in the determination of such fair market sales value, that such Leased Property is in the condition and repair required to be maintained by the terms of the related Lease (unless such fair market sales value is being determined for purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease or the Master Agreement, in which case this assumption shall not be made).

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

"Fee Letter" means the fee agreement, dated as of June 11, 1999, between Dollar and the Administrator.

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

"Financial Officer" means with respect to Dollar, any of the Chief Financial Officer, Vice President of Finance, and Treasurer.

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

"Fiscal Year" means the twelve (12) month accounting period ending on January 31st of each year and presently used by Dollar as its fiscal year for accounting purposes.

"Fixed Charge Coverage Ratio" means, as at the end of any fiscal quarter of Dollar, the ratio of (A) Consolidated EBITR, to (B) the sum of (i) Consolidated Interest Expense, plus (ii) Consolidated Rental Expense.

"Funded Amount" means, as to the Lessor, the Lessor's Invested Amounts, and, as to the Lender, the outstanding principal amount of the Lender's Loans.

"Funded Debt" means, with respect to the Consolidated Companies without duplication on a consolidated basis, (i) Indebtedness for Borrowed Money, (ii) Capital Lease Obligations,

(iii) the present value of all minimum lease commitments to make payments with respect to operating leases (excluding Synthetic Leases) (for the purpose of this calculation, the present value of such lease commitments shall be determined based upon a discount rate of ten percent (10%) in accordance with the discounted present value analytical technology), (iv) any recourse deficiency amount or guaranteed residual portion under any Synthetic Lease and (v) all obligations under any direct or indirect Guaranty of any Consolidated Company. Additionally, the calculation of Funded Debt shall include the redemption amount with respect to any redeemable preferred stock of any Consolidated Company required to be redeemed within the next twelve (12) months.

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

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

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

"Funding Party Balance" means, with respect to any Leased Property, (i) for the Lessor as of any date of determination, an amount equal to the sum of the outstanding related Lessor's Invested Amount, all accrued and unpaid Yield on such outstanding related Lessor's Invested Amount, all unpaid related fees owing to the Lessor under the Operative Documents, and all other related amounts owing to the Lessor by the Lessees under the Operative Documents, and (ii) for the Lender as of any date of determination, an amount equal to the sum of the outstanding related Loans of the Lender, all accrued and unpaid interest thereon, all unpaid related fees owing to the Lender under the Operative Documents, and all other related amounts owing to the 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 earliest of (i) June 11, 2004, (ii) the expiration or termination of the Liquidity Agreement, (iii) the termination of the Lender's Commitment pursuant to Section 5.2(a) of the Loan Agreement and (iv) the expiration of the CP Credit Agreement (which expiration date is March 11, 2003 as of the date of the Master Agreement).

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public

Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

"General Contractor" with respect to any Leased Property means the general contractor therefor selected by the Construction Agent.

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

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

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

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

"Guaranty" means any contractual obligation, contingent or otherwise (other than letters of credit), of a Person with respect to any Indebtedness or other obligation or liability of another Person, including without limitation, any such Indebtedness, obligation or liability directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable, including contractual obligations (contingent or otherwise) arising through any agreement to purchase, repurchase, or otherwise acquire such Indebtedness, obligation or liability or any security therefor, or any agreement to provide funds for the payment or discharge thereof

(whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, or other financial condition, or to make any payment other than for value received. The definition of Guaranty shall at all times include any Synthetic Lease Guaranty. The amount of any Guaranty shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which guaranty is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"Guaranty Agreement" means the Guaranty, dated as of June 11, 1999 by the Guarantor in favor of the Funding Parties.

"Hazardous Material" means any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, by products and other hydrocarbons, or which is or becomes regulated under any Environmental Law by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States, any jurisdiction in which a Leased Property is located or any political subdivision thereof and also including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs") and radon gas.

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

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

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

"Indebtedness" of any Person means, without duplication (i) all obligations of such Person which in accordance with GAAP would be shown on the balance sheet of such Person as a liability (including, without limitation, obligations for borrowed money and for the deferred purchase price of property or services, and obligations evidenced by bonds, debentures, notes or other similar instruments); (ii) all Capital Lease Obligations; (iii) all Guaranties of such Person; (iv) Indebtedness of others secured by any Lien upon property owned by such Person, whether or not assumed; and (v) obligations or other liabilities under currency contracts, Interest Rate Contracts, or similar agreements or combinations thereof. Notwithstanding the foregoing, in determining the Indebtedness of any Person, (x)

there shall be included all obligations of such Person of the character referred to in clauses (i) through (v) above deemed to be extinguished under GAAP but for which such Person remains obligated and (y) any deferred obligations of such Person to make payments on any agreement not to compete which was entered into by such Person in connection with the acquisition of any business shall be reduced by the effective federal and state corporate tax rate applicable to such Person in order to recognize the deductibility of such payments and the resulting reduction of the cash actually expended by the Person to satisfy such obligation.

"Indebtedness for Borrowed Money" means, with respect to any Person and without duplication:

(a) Indebtedness for money borrowed, including all revolving and term Indebtedness and all other lines of credit; and

(b) Indebtedness which:

(i) is represented by a note payable or drafts accepted, that represent extensions of credit;

(ii) constitutes obligations evidenced by bonds, debentures, notes or similar instruments; or

(iii) constitutes Purchase Money Indebtedness, conditional sales contracts, asset securitization vehicles, title retention debt instruments or other similar instruments upon which interest charges are customarily paid or that are issued or assumed as full or partial payment for property;

(c) Indebtedness that constitutes a Capital Lease Obligation;

(d) all indemnity agreements and reimbursement obligations under any acceptances or any letters of credit (other than commercial letters of credit) issued in support of Indebtedness of the character described in clauses (a) through (c) above; and

(e) all Indebtedness of others of the character described in clauses (a) through (d) above, but only to the extent that such Indebtedness is subject to a Guaranty of such Person.

"Indemnatee" means the Agent (in its individual capacity and in its capacity as Agent), the Lender, the Administrator, each Program Support Provider and the Lessor, and their respective Affiliates, successors, permitted assigns, permitted transferees,

employees, officers, directors and agents; provided, however, that in no event shall any Lessee or the Guarantor be an Indemnatee.

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

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

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

"Investment" means, when used with respect to any Person, any direct or indirect advance, loan or other extension of credit (other than the creation of receivables in the ordinary course of business) or capital contribution by such Person (by means of transfers of property to others or payments for property or services for the account or use of others, or otherwise) to any Person, or any direct or indirect purchase or other acquisition by such Person of, or of a beneficial interest in, capital stock, partnership interests, bonds, notes, debentures or other securities issued by any other Person.

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

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

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

"Lease" means the Master Lease Agreement, dated as of June 11, 1999, among the Lessees and the Lessor, together with each Lease Supplement.

"Lease Balance" means, with respect to all of the Leased Properties, as of any date of determination, an amount equal to

the aggregate sum of the outstanding Funded Amounts of all Funding Parties, all accrued and unpaid interest on the Loans, all accrued and unpaid Yield on the Lessor's Invested Amounts, all unpaid fees owing to the Funding Parties under the Operative Documents, and all other amounts owing to the Funding Parties by any Lessee under the Operative Documents.

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

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

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

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

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

"Lender Basic Rent" means, for any Rent Period, the aggregate amount of interest accrued on the Loans pursuant to the Loan Agreement during such Rent Period, plus the principal amount of such Loans then due pursuant to Section 2.3 of the Loan Agreement.

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

"Lending Office" for each Lender means the office such Lender designates in writing from time to time to Dollar and the Agent.

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

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

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

"Lessor Liens" means Liens on or against any Leased Property, the Lease, any other Operative Document or any payment of Rent (a) which result from any act or omission of, or any Claim against, the Lessor unrelated to the transactions contemplated by the Operative Documents or from Lessor's failure to perform as required under the Operative Documents or (b) which result from any Tax owed by the Lessor, except any Tax for which a Lessee is obligated to indemnify (including, without limitation, in the foregoing exception, any assessments with respect to any Leased Property noted on the related Title Policy or assessed in connection with any construction or development by 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 11, 1999, between Dollar 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 the Lender, as such amount may be increased during the related Construction Term pursuant to Section 2.3(c) of the Master Agreement.

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

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

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

"Liquidity Agreement" means and includes (a) the Liquidity Asset Purchase Agreement (regarding Dollar General Corporation), dated as of June 11, 1999, among Lender, as borrower, SunTrust Bank, as liquidity agent for the Liquidity Banks and, SunTrust Equitable Securities Corporation, as administrator for Lender, and the Liquidity Banks, and (b) any other agreement hereafter entered into by Lender providing for the sale by Lender of Loans (or portions thereof), or the making of loans or other extensions of credit to Lender secured by security interests in specified Loans (or portions thereof), to support all or part of Lender's payment obligations under the Commercial Paper or to provide an alternate means of funding Lender's investments in accounts receivable or other financial assets, in each case as amended, supplemented or otherwise modified from time to time.

"Liquidity Bank" means and includes SunTrust Bank and the various financial institutions as are, or may become, parties to the Liquidity Agreement, as purchasers thereunder.

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

"Loan Agreement" means the Loan Agreement, dated as of June 11, 1999, among the Lessor, the Agent and the Lender.

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

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

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

"Loss Proceeds" is defined in Section 10.6 of the Lease.

"Major Property" or "Major Leased Property" means a Leased Property that, as of the Closing Date therefor, has, or is expected to have as of the Completion Date therefor, a Leased Property Balance in excess of \$1,500,000.

"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 11, 1999, among the Lessees, the Lessor, the Agent, the Lender, the Liquidity Banks, First Union National Bank, as Syndication Agent, Bank of America National Trust and Savings Bank, as Documentation Agent, The First National Bank of Chicago and Wachovia Bank, N.A., as Co-Agents and the Administrator.

"Material" (or words derived therefrom) as used in any Operative Agreement, means an amount equal to five percent (5%) of the annual net earnings of Dollar reported by Dollar on its most recent Form 10-K (filed with the Securities and Exchange Commission pursuant to §13 of the Exchange Act) for each Fiscal Year. The calculation of net earnings initially shall be determined by reference to the Form 10-K delivered by Dollar to Agent for fiscal year ended January 29, 1999 and shall be re-calculated on each occasion that Dollar delivers to Agent its most recently filed Form 10-K.

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

"Minor Property" means each Leased Property other than the Major Properties.

"Monthly Payment Date" means the tenth day of each calendar month or, if such day is not a Business Day, the next succeeding Business Day.

"Moody's" means Moody's Investor Service, Inc.

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

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

"Notes" means 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.

"Obligations" means all amounts owed by, and obligations of, the Lessor to the Lender, the Liquidity Banks or the Agent under the Loan Agreement, the Notes and other Operative Documents.

"Officer's Certificate" of a Person means a certificate signed by the Chairman of the Board, the President, any Vice President, the Treasurer, the Controller or the Secretary of such Person, signing alone.

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

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

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

"Partnership Agreement" means the Agreement of Limited Partnership of Atlantic Financial Group, Ltd., dated as of February 28, 1996, among the General Partner and the persons listed on Schedule A thereto as limited partners.

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

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

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

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

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

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

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

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

"Pre-Funded Amount" is defined in Section 2.2(h) of the Master Agreement.

"Program Fee Rate" is defined in the Fee Letter.

"Program Support Agreement" means the Liquidity Agreement, the CP Credit Agreement and each other agreement related to the Lender's commercial paper program.

"Program Support Provider" means and includes any entity (including, without limitation, each Liquidity Bank) now or hereafter extending credit or liquidity support or having a commitment to extend credit or liquidity support to or for the account of, or to make loans to or purchases from, the Lender or issuing a letter of credit, surety bond or other instrument to support any obligations arising under or in connection with the commercial paper program of the Lender.

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

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

"Purchase Money Indebtedness" means Indebtedness incurred or assumed for the purpose of financing all or any part of the acquisition cost of any Property (excluding trade payables incurred in the ordinary course of business) and any refinancing thereof.

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

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

"Rating Agency" means either Moody's Investors Service, Inc. or Standard & Poor's.

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

"Reduction Amount" with respect to any Liquidity Bank that does not renew its commitment under the Liquidity Agreement, means an amount equal to (i) the unfunded portion of such Liquidity Bank's commitment on the expiration date of its commitment divided by (ii) 1.02.

"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 written notice to the Lessor that the Lender releases any and all interest it may have in such Leased Property, and all proceeds thereof, and any rights to direct, consent or deny consent to any action by the Lessor with respect to such Leased Property.

"Remarketing Option" is defined in Section 14.6 of the Lease.

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

"Rent Period" means (w) in the case of CP Advances, the period from, and including, a Monthly Payment Date to, but excluding, the next succeeding Monthly Payment Date, (x) in the case of Base Rate Advances, means the period from, and including, a Quarterly Payment Date to, but excluding, the next succeeding Quarterly Payment Date and (y) in the case of LIBOR Advances, a one month period; provided that:

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

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

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

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

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

"Required Liquidity Banks" means, at any time, Liquidity Banks having commitments under the Liquidity Agreement equal to at least 51% of the aggregate commitments of all Liquidity Banks.

"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 or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Senior Vice President or Executive Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer.

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

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

"SEC" means the United States Securities and Exchange Commission.

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

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended.

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

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

"Shareholder's Equity" means, with respect to any Person as at any date of determination, shareholder's equity determined on a consolidated basis in conformity with GAAP.

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

"Subsidiary Guarantee" means a Subsidiary Guarantee substantially in the form of Exhibit I to the Master Agreement executed and delivered by the Consolidated Companies in favor of the Agent, for the ratable benefit of the Funding Parties, together with all amendments and supplements thereto.

"Subsidiary Guaranties" means more than one Subsidiary Guarantee.

"Subsidiary Guarantor" means a Consolidated Company which will execute a Subsidiary Guarantee pursuant to the Master Agreement.

"SunTrust Bank" is defined in the preamble to the Master Agreement.

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

"Synthetic Lease" means the Lease and any future synthetic lease that evidences a transaction that satisfies the requirements of the Statement of Financial Accounting Standards No. 13 (SFAS 13) promulgated by the Financial Accounting Standards Board (FASB) and the Emerging Issues Task Force of the Financial Accounting Standards Board (1990) (EITF 90-15) that is classified as a lease for financial accounting purposes and as a loan for tax purposes.

"Synthetic Lease Guaranty" means the Guaranty Agreement and any guaranty executed by Dollar with regard to any other Synthetic Lease transaction.

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

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

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

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

"Title Insurance Company" means the company that has or will issue the title policies with respect to a Leased Property, which company shall be reasonably acceptable to the Funding Parties.

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

"Total Capitalization" means for the Consolidated Companies on a consolidated basis, the sum of their: (i) Shareholder's Equity, plus (ii) Funded Debt.

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

"Turner Family" means Cal Turner, Sr., Cal Turner, Jr., his spouse and his or her siblings, the parents, children or grandchildren of any of the foregoing and any trust or other entity or equity interest controlled by any of the foregoing.

"UCC" means the Uniform Commercial Code of Tennessee, as in effect from time to time.

"Voting Stock" means stock of a corporation of a class or classes having general voting power under ordinary circumstances to elect a majority of the board of directors, managers or trustees of such corporation (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power by the reason of the happening of any contingency).

"Year 2000 Issues" means issues related to the inability of computers, as well as embedded microchips in non-computing devices, to perform properly date-sensitive functions with respect to certain dates prior to and after December 31, 1999.

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

Exhibit A

Legal Description of the Land

Lot 4A, according to the survey of an Amended Plat of a Resurvey of Lots 3 and 4 Helena Market Subdivision, as recorded in Map Book 26, Page 107 in the Office of the Judge of Probate, Shelby County, Alabama. More particularly described as follows:

Begin at the Southeast corner of Lot 4A of said Subdivision and run N80°45'22"W along the Southern boundary line of said Lot a distance of 295.01 (294.99 Recorded Map "RM") feet to a point, said point being on the East right of way line of Shelby County Highway No. 17; thence run N09°13'02"E along said right of way line for a distance of 49.36 feet to a point and also a point on a curve to the right, said curve having a radius of 836.47 feet, a central angle of 03 degrees 31 minutes 45 seconds, (3°31'40" RM) a chord distance of 51.52 feet; thence run N10°58'54"E along the chord of said curve for a distance of 51.52 (51.50 RM) feet to a point; thence run S80°45'00"E for a distance of 253.76 (253.70 RM) feet to a point; thence run S58°03'30"E for a distance of 44.66 feet to a point; thence run S10°22'07"W for a distance of 81.54 (81.58 RM) feet to a point; thence run S06°15'36"W for a distance of 2.07 (2.06 RM) feet to a point and the point of beginning. Said Lot contains 29,450 square feet or 0.68 acres, (more or less).

4820580.WP 72500 1043C
Helena, Alabama (HC-00086)

Inst # 2000-29185

**08/25/2000-29185
10:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
050 CJ1 1169.60**