
LEASEHOLD AND FEE MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING

dated as of November 20, 2003

from

SUNTRUST EQUITY FUNDING, LLC, a Delaware limited liability company,
as Mortgagor

and

SETON PROPERTY CORPORATION OF NORTH ALABAMA, an Alabama
not-for-profit corporation, as Additional Mortgagor

to

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

Hoover, Alabama

Preparer's Name and Return Address

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Mayer, Brown, Rowe & Maw LLP
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Chicago, Illinois 60603

LEASEHOLD AND FEE MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING

LEASEHOLD AND FEE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, dated as of November 20, 2003 (this "Mortgage"), made by SUNTRUST EQUITY FUNDING, LLC (the "Mortgagor"), a Delaware limited liability company with an address at c/o Atlantic Financial Group, Ltd., 2808 Fairmount, Suite 250, Dallas, Texas 75201 to SUNTRUST BANK, a Georgia state banking corporation with an address at 303 Peachtree Street, Atlanta, Georgia 30308, in its capacity as Agent (in such capacity, the "Agent"), under the Loan Agreement, dated as of November 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Mortgagor, the Agent and the financial institutions party thereto as lenders (collectively, the "Lenders").

Preliminary Statement

Pursuant to the Loan Agreement, the Lenders have agreed to make Loans to the Mortgagor in an aggregate amount not to exceed \$15,000,000.00 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 November 20, 2008 (subject to extension up to November 20, 2020 as provided in the Loan Agreement). The Mortgagor is the record owner of the Mortgaged Property (as defined below).

It is a condition, among others, to the obligation of the Lenders 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 Lenders 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, ASSIGNS, TRANSFERS, WARRANTS AND SETS OVER TO THE AGENT, AND GRANTS THE AGENT A SECURITY INTEREST IN:

(A) all right, title and interest of the Mortgagor in and to the parcel(s) of real property described on Exhibit A (the "Land"); the leasehold estate (the "Leasehold Estate") in the Land created by the Ground Lease (the "Ground Lease") described on Exhibit B hereto; all buildings, structures, Fixtures, Equipment, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits 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, Leasehold Estate, 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 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 and used in connection with any operation or letting of the Property (all of the foregoing in this paragraph (C) being referred to as the “Fixtures”);

(D) all right, title and interest of the Mortgagor in and to all of the chattels, business machines, machinery, apparatus, equipment, furnishings, and 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 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, and security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings of every kind and description but only to the extent, however, such property is financed by the Lenders pursuant to the Loan Agreement or the other Operative Documents or by the Mortgagor pursuant to the Lease or the other Operative Documents (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 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) and all Loss Proceeds including the right to collect and receive such proceeds; and all Awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

(G) all right, title and interest of the 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; (iv) the Architect's Agreement; and (v) the Construction Agency Agreement;

(H) all right, title and interest of the Mortgagor in and to the Ground Lease, the Lease, the Guaranty Agreement, all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property; and

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

(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 (I) 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 \$15,000,000.00, 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 Lenders 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.

1. Definitions. Capitalized terms used but not otherwise defined in this Mortgage shall have the respective meanings specified in Appendix A attached to this Mortgage and made a part hereof and the Documentary Conventions set forth in said Appendix A shall apply 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) In addition to all other remedies available to the Agent at law or equity, the Agent may proceed by suit to foreclose this Mortgage, to sue the Mortgagor for damages on account of or arising out of said continuing Loan Event of Default or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Agent shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary. The Mortgagor hereby authorizes and empowers the Agent or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. All payments received by the Agent as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by the Agent in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Agent as follows: (a) to the payment of all necessary expenses incident to the execution of any remedies under this Mortgage, including reasonable attorneys' fees as provided herein and in the Operative Documents, appraisal fees, title search fees and foreclosure notice costs, (b) to the payment of any of the Obligations that are then due and payable (including principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Operative Documents, all in such order as the Agent may elect in its sole discretion, (c) to a cash collateral reserve fund to be held by the Agent in an amount equal to, and as security for, any of the Obligations that are not then due and payable, and (d) the remainder, if any, shall be paid to the Mortgagor or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity. Several sales may be made under the provisions hereof without exhausting the right of sale for any remaining part of the Obligations whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Obligations without exhausting any power of foreclosure and the power to sell the Mortgaged Property for any other part of the Obligations, whether matured at the time or subsequently maturing. In the event any excess sales proceeds remain after payment of costs of enforcement and the matured Obligations such excess shall be applied to payment of the unmatured Obligations.

(ii) whether before or after institution of proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Agent shall be entitled, in its discretion, to do all or any of the following: (a) enter and take actual possession of the rents, the leases and other Mortgaged Property relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (b) with or without process of law, enter upon and take and maintain possession of copies of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto, (provided Mortgager will be supplied with copies of such documents, books and records if Mortgager so requests); (c) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the rents, the leases and other Mortgaged Property relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, the leases and other Mortgaged Property relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (d) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (e) elect to disaffirm any lease or sublease made subsequent hereto or subordinated to the lien hereof; (f) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property that, in its discretion, may seem appropriate; (g) insure and reinsure the Mortgaged Property for all risks incidental to the Agent's possession, operation and management thereof; and (h) receive all such rents and proceeds, and perform such other acts in connection with the management and operation of the Mortgaged Property, as the Agent in its discretion may deem proper, the Mortgagor hereby granting the Agent full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Loan Event of Default which is continuing without notice to the Mortgagor or any other Person. The Agent, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rents to the payment of or on account of the following, in such order as it may determine: (xx) to the payment of the operating expenses of the Mortgaged Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Agent and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (yy) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Mortgaged Property, including the cost from time to time of installing, replacing or repairing the Mortgaged Property, and of placing the Mortgaged Property in such condition as will, in the judgment of the Agent, make it readily rentable; and (zz) to the payment of any Obligations. The entering upon and taking possession of the Mortgaged Property, or any part thereof, and the collection of any rents and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice or default hereunder or invalidate any act done pursuant to any such default or notice, and, notwithstanding continuance in possession of the Mortgaged Property or any part thereof by the Agent or a receiver and

the collection, receipt and application of the rents, the Agent shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Loan Event of Default which is continuing. Any of the actions referred to in this Section may be taken by the Agent without regard to the adequacy of the security for the Obligations.

5. 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 Agent, 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.

6. 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).

7. 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 the Uniform Commercial Code 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.

8. 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.

9. Execution of Financing Statements. Pursuant to 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.

10. 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. Mortgagor hereby pledges and grants to Mortgagee a security interest in the Mortgaged Property for the purpose of securing the performance when due of the Obligations. This Mortgage is to be recorded in the real estate records and is filed as a fixture filing, and as a fixture filing covers goods which are or are to become fixtures. The mailing address of the secured party from which information concerning the security interest may be obtained and the mailing address of the debtor are as set forth above. 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. 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 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.

11. 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.

12. 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.

13. 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 APPRAISEMENT 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 APPRAISEMENT, 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, APPRAISEMENT 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.

14. 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 its 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 Lenders 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.

15. 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.

16. 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.

17. Future Advances. 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 Lenders, 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 Fifteen Million and No/100 Dollars (\$15,000,000.00), 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.

18. Joinder of Seton Property Corporation of North Alabama. Seton Property Corporation of North Alabama ("Additional Mortgagor") hereby joins in the execution and delivery of this Mortgage solely for the purpose of mortgaging and pledging and it hereby mortgages and pledges unto the Agent all of Additional Mortgagor's right, title and interest in and to the Mortgaged Property; provided, however, that with respect to the Land the Additional Mortgagor mortgages only its leasehold interest in the Land, if any, and further provided that the Agent shall only be entitled to exercise its remedies hereunder with respect to the Additional Mortgagor's interest in the Mortgaged Property during the continuance of an Event of Default by Additional Mortgagor under the Lease or in the event the Additional Mortgagor exercises its Remarketing Option pursuant to the Lease.

19. Ground Lease. In addition to, and not in limitation of, any other obligations the Mortgagor may have hereunder with respect to the Ground Lease, the Mortgagor shall: (i) maintain the Ground Lease in good standing and full force and effect at all times; (ii) not permit any event of default on its part to occur under the Ground Lease; (iii) promptly pay when due any payments due under the Ground Lease; (iv) not modify or amend the Ground Lease in any manner without the prior written consent of the Agent, provided that if Mortgagor modifies or amends the Ground Lease without requesting the Agent's consent therefor and thereafter the Agent determines (in its sole and absolute discretion) that such modification or amendment is acceptable, the Agent shall, upon the Agent's election in writing, be deemed to have consented thereto; and (v) not cause, whether by acts of commission or omission, the termination, cancellation or forfeiture of the Ground Lease.

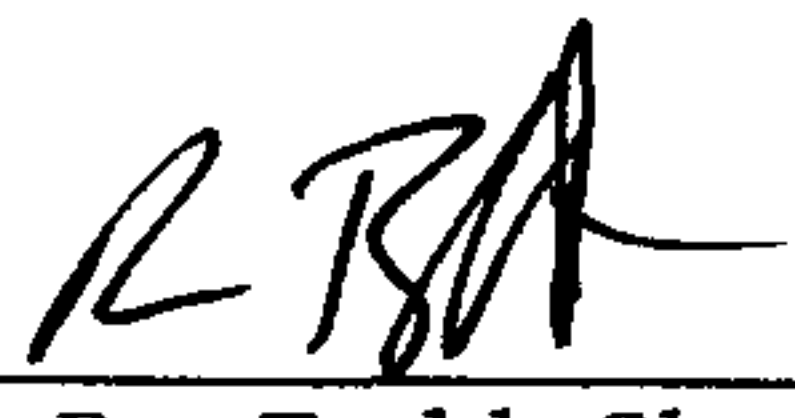
20. No Merger; Spreader. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property or the Leasehold Estates, it is hereby understood and agreed that should the Agent acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by the Agent as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title. The Mortgagor further agrees that so long as any of the indebtedness secured by this Mortgage shall remain unpaid, then, unless a contrary intent is manifested by the Agent as evidenced by an express statement to that effect in an appropriate document duly recorded, the fee title and the Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party, but purchase or otherwise; and the Mortgagor further covenants and agrees that, in case it shall acquire the fee title, or any other estate, title or interest in the Property, this Mortgage shall attach to and cover and be a first lien upon such fee title or other estate so acquired, and such fee title or other estate so acquired by the Mortgagor shall be considered as mortgaged, assigned or conveyed to the Agent and the lien hereof spread to cover such estate with the same force and effect as though specifically herein mortgaged, assigned or conveyed and spread. The provisions of the immediately preceding sentence of this paragraph shall not apply in the event the Lenders acquire the fee interest in the Property except if the Agent shall so elect.

21. Subordination to Lease. This Mortgage and the lien hereof shall be subordinate to (a) the Lease and the related lease supplement, (b) any non-disturbance rights granted by Mortgagor to sublessees of Additional Mortgagor pursuant to the Lease or any

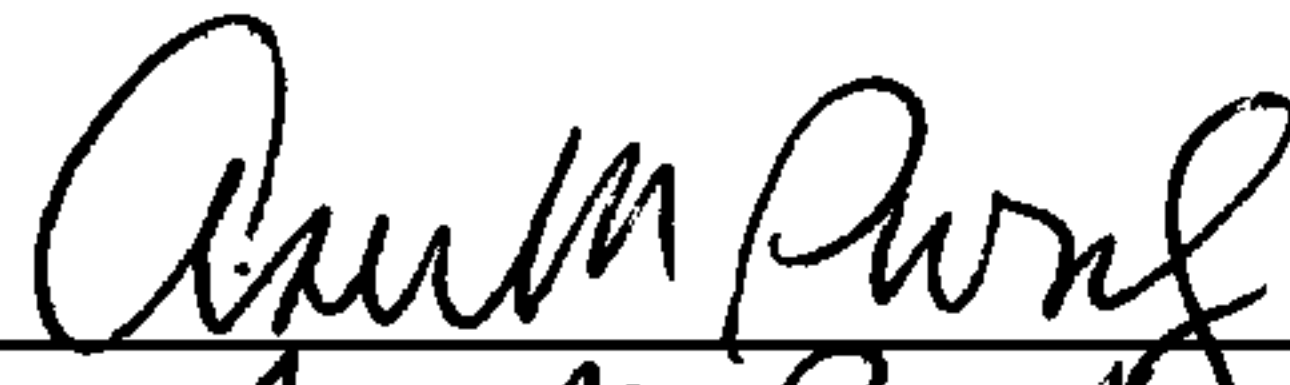
separate subordination, non-disturbance and attornment agreement, and (c) the interest of the Additional Mortgagor in the Mortgaged Property pursuant to the Lease including, the rights of the Additional Mortgagor with respect to the purchase options contained in the Lease provided, however, that such subordination shall not affect Mortgagee's rights to foreclose this Mortgage subject to the Lease or to exercise any other remedies hereunder. Notwithstanding anything herein to the contrary, if any provision of this Lease conflicts with any provision of this Mortgage, then so long as the Lease remains in effect, the provisions of the Lease will control.

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

SUNTRUST EQUITY FUNDING, LLC, a
Delaware limited liability company, as Mortgagor

By: 
Name: R. Todd Shutley
Title: Senior Vice President and Manager

SETON PROPERTY CORPORATION OF
NORTH ALABAMA, an Alabama not-for-profit
corporation, as the Additional Mortgagor

By: 
Name: Ann M. Purdy
Title: Secretary/Treasurer

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

I, the undersigned Notary Public in and for said County and State, hereby certify that R. Todd Shutley, who is known to me and whose name as Senior Vice President and Manager of SUNTRUST EQUITY FUNDING, LLC, a Delaware limited liability company, is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntary for and as the act of said limited liability company

Given under my hand this the 5th day of November, 2003.

Cendric Oels
NOTARY PUBLIC

My Commission Expires: Notary Public, Fulton County, Georgia
NOTARIAL SEAL My Commission Expires June 29, 2004

STATE OF Alabama)
) ss:
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County and State, hereby certify that Ann M. Purdy, who is known to me and whose name as Secretary/Treasurer of SETON PROPERTY CORPORATION OF NORTH ALABAMA, an Alabama not-for-profit corporation, is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntary for and as the act of said corporation.

Given under my hand this the 21st day of November, 2003.

Ann H. Gargarek
NOTARY PUBLIC

My Commission Expires: _____

NOTARIAL SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **Apr 19, 2005**
BONDED THRU NOTARY PUBLIC UNDERWRITERS

APPENDIX A
to
Master Agreement

DEFINITIONS, INTERPRETATION AND DOCUMENTARY CONVENTIONS

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

- (i) the singular number includes the plural number and vice versa;
- (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the Operative Documents;
- (iii) reference to any gender includes each other gender;
- (iv) reference to any agreement (including any Operative Document), document or instrument means such agreement, document or instrument as amended, supplemented, waived, restated or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of the other Operative Documents and reference to any promissory note includes any promissory note which is an extension or renewal thereof or a substitute or replacement therefor;
- (v) reference to any Applicable Law means such Applicable Law as amended, waived, restated, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;
- (vi) reference in any Operative Document to any Article, Section, Appendix, Schedule or Exhibit means such Article or Section thereof or Appendix, Schedule or Exhibit thereto;
- (vii) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to an Operative Document as a whole and not to any particular Article, Section, paragraph or other provision of such Operative Document;
- (viii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;
- (ix) "or" is not exclusive; and
- (x) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding".

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

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

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

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

"A Allocated Amount" means the Lessor's Pro Rata Share of the A Percentage of Fundings made pursuant to the Loan Agreement and the Master Agreement.

"A Loan" means with respect to any Lender, such Lender's Pro Rata Share of 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 86%.

"Addition Agreement" means an Addition Agreement in substantially the form attached as Exhibit H to the Master Agreement.

"Additional Insured" means each of the Agent and each Funding Party.

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

"Adjusted LIBO Rate" means, with respect to each Rent Period for a LIBOR Advance, the rate obtained by dividing (A) LIBOR for such Rent Period by (B) a percentage equal to 1 minus the then stated maximum rate (stated as a decimal) of all reserves requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or against any successor category of liabilities as defined in Regulation D).

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

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common

Control with the Person specified. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means 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.

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

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

"Agent's Fee Letter" means the Agent's Fee Letter, dated as of November 20, 2003, between the Agent and St. Vincent's.

"Allocated Amount" means sum of the A Allocated Amount and the B Allocated Amount.

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

"Applicable Law" means, each as and to the extent applicable: all laws (including Environmental Laws), rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of any Governmental Authority, judgments, decrees, injunctions, writs, and orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment (including wetlands) and those pertaining to the construction, use or occupancy of any Leased Property).

“Applicable Margin” shall mean, for any day, (i) with respect to Base Rate Advances, the applicable rate per annum set forth below under the captions “Base Rate Advances,” and (ii) with respect to LIBOR Advances, the applicable rate per annum set forth below under the captions “LIBOR Advances,” as the case may be, based upon St. Vincent’s ratio of Total Debt to Total Capitalization, measured quarterly, effective for each Rent Period commencing after the date of delivery of the Compliance Certificate to the Agent:

<u>Total Debt to Total Capitalization Ratio</u>	<u>LIBOR Advances</u>	<u>Base Rate Advances</u>
Less than 35%	0.70%	0.70%
Greater than or equal to 35% and less than 40%	0.825%	0.825%
Greater than or equal to 40% but less than 42.5%	0.885%	0.885%
Greater than or equal to 42.5% but less than 47.5%	0.950%	0.950%
Greater than or equal to 47.5% but less than 52.5%	1.25%	1.25%
Greater than or equal to 52.5%	3.25%	3.25%

For purposes of the foregoing, if St. Vincent fails to provide the Compliance Certificate and related financial statements required by Section 5.1 of the Master Agreement within the applicable time period set forth therein or if any Event of Default has occurred and is continuing, the Applicable Margin shall be adjusted to 3.25% on the first day of the following fiscal quarter until such Compliance Certificate and related financial statements are delivered, or on the date such Event of Default occurs, as the case may be. Until adjusted in accordance with the foregoing provisions because of an Event of Default or after the first Compliance Certificate is delivered (or required to be delivered) pursuant to the Master Agreement, the Applicable Margin will be 0.950%.

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

“Appraisal Procedure” shall mean the following procedure for determining the Fair Market Value or the Fair Market Rental Value, as the case may be, of any property: if either party shall have given written notice to the other requesting determination of any such value or life by such appraisal procedure, the parties shall consult for the purpose of arriving at a mutually acceptable value or price or in lieu thereof appointing a qualified independent appraiser by mutual agreement. If no such appraiser is appointed within 20 days after such notice is given, each party shall appoint an independent appraiser who is experienced in the appraisal of properties similar to the property to be appraised in the area where the property to be appraised is

located. All appraisers shall be members of the Appraisal Institute. In the event that either the Lessor or the Lessee shall not have appointed an appraiser within 10 Business Days after the appointment of an appraiser by the other, such value or price shall be deemed to be the amount determined by the appraiser appointed by the other. In the event that the Lessor and the Lessee each appoint appraisers and either of such appraisers fails to deliver an appraisal within 30 days of his or her appointment, such value or price shall be deemed to be the amount specified in the appraisal that was so delivered. In the event that the Lessor and the Lessee each appoint appraisers and the amounts determined to be the value or price by such appraisers shall differ by less than five percent of the greater of such two appraisers' appraisals, such value or price shall be deemed to be the average of such two appraisals. In the event that the amounts determined to be the value or price by such two appraisers shall differ to a greater extent, such two appraisers, within 10 Business Days of the delivery of such appraisals, shall appoint a third appraiser meeting the standards set forth herein. Upon such appointment, such third appraiser shall deliver an appraisal of such value or price within 30 days of his or her appointment, and the value or price shall be deemed to be the average of the appraisals rendered by such three appraisers. In the event, however, that the lowest or the highest of the three appraisals, or both, varies by more than ten percent from the middle appraisal, the appraisal or appraisals so varying shall be disregarded. An appointment of an appraiser shall be deemed made and an appraisal shall be deemed delivered when, respectively, notice of such appointment or a copy of such appraisal shall have been delivered to the Lessor and the Lessee in accordance herewith. The appraisers shall be provided with, and instructed to appraise in accordance with, the definitions of all terms appearing in the Operative Documents and having a bearing on the determinations subject to appraisal and in accordance with customary appraisal procedures. The Lessee shall bear the fees and expenses of any appraiser appointed hereunder or chosen pursuant hereto.

“Appraiser” means an MAI appraiser reasonably satisfactory to the Agent.

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

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

“Assignment of Lease and Rents” means, with respect to any Leased Property, the Assignment of Lease and Rents, dated as of the related Closing Date, from the Lessor to the Agent, in form reasonably acceptable to the Lessor and the Agent.

“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 Allocated Amount" means the Lessor's Pro Rata Share of the B Percentage of Fundings made pursuant to the Loan Agreement and the Master Agreement.

"B Loan" means, with respect to any Lender, such Lender's Pro Rata Share of 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 7.6%.

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

"Base Lease Term" means, with respect to any Leased Property, (a) the period commencing on the Completion Date for such Leased Property (or the Closing Date, if such Leased Property is not a Construction Land Interest) and ending on the earlier of five (5) years after such Closing Date or Completion Date, as applicable or (b) such shorter period as may result from earlier termination of the Lease as provided therein.

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

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

"Basic Rent" means, for any Lease Term, the rent payable pursuant to Section 3.1 of 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.

"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, (i) 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 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, (ii) all Equipment financed by the Lessor and/or the Lenders and (iii) all Alterations (including all restorations, repairs, replacements and rebuilding of such buildings, improvements and structures) thereto (but in each case excluding trade fixtures unless financed by the Lessor and/or the Lenders).

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

"Capital Lease" shall mean, as applied to any Person, any lease of any asset by that Person as lessee which, in accordance with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

"Capital Stock" means, with respect to any Person, all capital stock of such Person, whether voting or nonvoting, including common stock and preferred stock of such Person.

"Cash Days on Hand" means, for any period for any Person, an amount equal to (i) the sum of (A) unrestricted cash, cash equivalents and marketable securities of such Person, plus (B) unrestricted limited use assets of such Person (less those funds restricted as to use, whether under insurance contracts, indentures or other agreements or arrangements), minus (C) assets of such Person restricted for use pursuant to Contractual Obligations, insurance requirements or otherwise, times (ii) 365, divided by (iii) an amount equal to the operating expenses of such Person for such period, minus the depreciation included as an expense of such Person for such period, minus the amortization included as an expense for such Person for such period, minus all other non-cash charges of such Person for such period, in each case determined in accordance with GAAP.

"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.

"Change of Control" means a change of 25% or more in the beneficial ownership of Ascension Health from that existing on the date of the Master Agreement.

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

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

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

"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 that is a Construction Land Interest means the Business Day on which the conditions specified in Section 3.5 of the Master Agreement have been satisfied or waived with respect to such Leased Property.

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

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

"Construction Agency Agreement" means the Construction Agency Agreement, dated as of November 20, 2003, between St. Vincent's and the Lessor.

"Construction Agent" means St. Vincent's in its capacity as construction agent pursuant to the Construction Agency Agreement.

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

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

"Construction Contract" means, with respect to any Leased Property, that certain construction contract, if any, between the related Lessee or the Construction Agent and a General Contractor for the Construction of the related Building, which 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 Costs" with respect to any Leased Property means the acquisition cost of the related Land, all costs related to any ground lease of the related Land, all costs incurred in connection with the design, development and construction of the Building on the related Land, as well as the costs of excavating, grading, landscaping and other work undertaken to prepare the Land for construction of a Building, the purchase price of all Equipment related to such Leased Property and all other fees, costs and expenses incurred in connection with the acquisition, ground leasing, development and construction of such Leased Property, including all interest on the Loans and Yield on the Lessor's Invested Amount related to such Leased Property accrued during the Construction Term therefor, planning, engineering, development, architects',

consultants', brokers', attorneys' and accountants' fees, appraisal costs, survey costs, insurance costs, transaction costs, demolition costs, permitting costs, costs for title insurance and other soft costs related to such Leased Property; provided, however, the foregoing shall exclude any Force Majeure Losses related to such Leased Property.

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

"Construction Failure Payment" means, with respect to any Leased Property and as of any date of calculation, an amount equal to (i) 100% of the related Land Acquisition Cost, plus (ii) 89.9% of an amount equal to the costs of acquiring any Building located on the related Land as of the Closing Date therefor, plus the Construction Costs (exclusive of Land Acquisition Cost) that are capitalizable in accordance with GAAP as construction costs incurred as of such date of calculation or incurred by the Agent or any of the Funding Parties after the occurrence of a Construction Agency Event of Default.

"Construction Force Majeure Declaration" is defined in Section 3.4 of the Construction Agency Agreement.

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

- (a) a flood, earthquake, hurricane, cyclone, tornado or other act of God arising after the related Closing Date, or
- (b) any change in any state or local law, regulation or other legal requirement arising after such Closing Date and relating to the use of the Land or the construction of a building on the Land, or
- (c) strikes, lockouts, labor troubles, unavailability of materials (including delays in delivery), riots, civil unrest, insurrections or other causes that do not result from a Lessee's or the Construction Agent's own actions or failures to act

which causes damage to the Leased Property or 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 for which payment has been made or will be made from Advances and, in the case of (b) above, the existence or potentiality of which was not known to and could not have been discovered prior to such Closing Date through the exercise of reasonable due diligence by the Construction Agent.

"Construction Land Interest" means each parcel of Land on which the related Lessee intends to build a Building and for which the Completion Date has not yet occurred.

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

“Core Asset” means any asset described on Schedule II hereto.

“Debt Service Coverage Ratio” means, for any period, with respect to any Person the ratio of (i) the sum of (A) the excess of revenues, gains and other support of such Person over expenses of such Person for such period, plus (B) all depreciation included as an expense of such Person for such period, plus (C) all amortization included as an expense of such Person for such period, plus (D) all interest included as an expense of such Person for such period, including all payments of rent under synthetic leases of such Person to (ii) the sum of (A) current maturities of all Indebtedness with an original term of more than one year of such Person during such period, plus (B) all interest included as an expense of such Person for such period, including all payments of rent under synthetic leases of such Person, all determined in accordance with GAAP.

“Deed” means, with respect to any Land, a general warranty deed (or, if the related Title Policy is acceptable to the related Lessee and the Agent, a special or limited warranty deed, provided that unless consented to by the related Lessee, the Lessor and the Agent, such deed is not the equivalent of a quit-claim deed in the applicable jurisdiction), dated on or before the applicable Closing Date, from the applicable Seller to the Lessor, conveying such Land.

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

“Derivatives Obligations” of any Person means all obligations of such Person in respect of any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of the foregoing transactions.

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

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

"Engineer's Agreement" means, with respect to any Leased Property the engineering services agreement, if any, between the Construction Agent, in its capacity as agent for Lessor, and the related Engineer.

"Environmental Audit" means, with respect to each parcel of Land, a Phase I Environmental Assessment and, if recommended in such Phase I Environmental Assessment, a Phase II Environmental Assessment, dated no more than 90 days prior to the related Closing Date, by an environmental services firm satisfactory to the Agent.

"Environmental Authority" means any foreign, federal, state, local or regional government that exercises any form of jurisdiction or authority under any Environmental Law.

"Environmental Authorizations" means all licenses, permits, orders, approvals, notices, registrations or other legal prerequisites for conducting the business of St. Vincent or any Lessee required by any Environmental Law.

"Environmental Judgments and Orders" means all judgments, decrees or orders arising from or in any way associated with any Environmental Law, whether or not entered upon consent or written agreements with an Environmental Authority or other entity arising from or in any way associated with any Environmental Law, whether or not incorporated in a judgment, decree or other.

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

"Environmental Liabilities" means any liabilities, whether accrued, contingent or otherwise, arising from and in any way associated with any Environmental Law.

"Environmental Notices" means notice from any Environmental Authority or by any other person or entity, of possible or alleged noncompliance with or liability under any Environmental Law, including without limitation any complaints, citations, demands or requests

from any Environmental Authority or from any other person or entity for correction of any, violation of any Environmental Law or any investigations concerning any violation of any Environmental Law.

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

"Environmental Proceedings" means any judicial or administrative proceedings arising from or in any way associated with any Environmental Law.

"Environmental Releases" means releases as defined in CERCLA or under any applicable Environmental Law.

"Equipment" means, with respect to any Leased Property, any equipment or other personal property related to such Leased Property funded by the Funding Parties.

"Equity Percentage" means 6.4%.

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

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

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

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

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

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

"Fair Market Rental Value" shall mean, with respect to any property, the rent which would be obtained in an arm's-length transaction 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 the Lessee.

"Fair Market Sales Value" means, with respect to any Leased Property or any portion thereof, the fair market sales value as determined by an independent appraiser chosen by the Agent, and, unless an Event of Default has occurred, reasonably acceptable to the related Lessee, that would be obtained in an arm's-length transaction between an informed and willing buyer (other than 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, without deduction of any costs or expenses of dismantling and relocating any equipment that constitutes a part of such Leased Property. Such fair market sales value shall be calculated as the value for such Leased Property, assuming, in the determination of such fair market sales value, that such Leased Property is in the condition and repair required to be maintained by the terms of the Lease (unless such fair market sales value is being determined for purposes of Section 13.1 of the Lease and except as otherwise specifically provided in the Lease or the Master Agreement, in which case this assumption shall not be made).

"Fair Market Value" shall mean, with respect to any property, the retail price which would be obtained in an arm's-length transaction between an informed and willing buyer and an informed and willing seller, in either case under no compulsion to buy or sell, as the case may be, and neither of which is related to the Lessee, for the sale or purchase of such Site (as defined in the Ground Lease for the Leased Property located in Birmingham, Alabama) or Remainder, taking into account the rights and obligations of the parties under the Ground Lease.

"Fair Value" of any Leased Property means the sum of (i) the Land Acquisition Cost for such Leased Property, plus (ii) the cost of acquiring any Building located on the related Land on the Closing Date for such Leased Property and all Construction Costs for such Leased Property that are capitalizable as construction costs in accordance with GAAP.

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

"Fee Percentage" means 0.175%.

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

"Financial Covenant Default" with respect to any agreement means a failure by an Obligor party thereto to meet any financial test set forth therein that is objectively determined.

"Force Majeure Losses" means, with respect to any Leased Property and as of any date of calculation, the loss incurred by the Lessor in connection with a Construction Force Majeure Event with respect to which a Construction Force Majeure Declaration has been made, measured by the sum of (i) the lower of (A) the insurance proceeds paid with respect thereto plus the related deductible amount and (B) the reduction in Fair Market Sales Value of the Leased Property as a result of the Construction Force Majeure Event as set forth in an Appraisal, plus (ii) other direct costs incurred by the Lessor or by the Construction Agent that the Lessor has consented to in accordance with Section 3.4 of the Construction Agency Agreement in

connection with such Construction Force Majeure Event to the extent such costs are not covered by insurance (including costs funded pursuant to Section 2.8(g) of the Construction Agency Agreement and interest and Yield accruing on the Funded Amount during any period of delay resulting from such Construction Force Majeure Event and accruing subsequent to any such period of delay on that portion of Funded Amount attributable to Force Majeure Losses); provided that insurance proceeds shall be used in such calculation only to the extent the event giving rise to the loss can be remediated for an amount equal to the resulting insurance proceeds plus the deductible; provided, further, that it is expressly understood and agreed that Force Majeure Losses shall not include the costs of repairing damage occasioned not as a result of the Construction Force Majeure Event, but as a result of the Construction Agent's failure to take all reasonable steps to minimize the damages caused by such Construction Force Majeure Event.

"Funded Amount" means, as to the Lessor, the outstanding Lessor's Invested Amounts, and, as to each Lender, the outstanding principal amount of such Lender's Loans; it being understood that for purposes of computing amounts owed by an Obligor under the Lease or the other Operative Documents, the Funded Amounts will be deemed not to be reduced by reason of any credit bid or sales proceeds paid at any foreclosure sale under any Mortgage..

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

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

"Funding Parties" means the Lessor, any Affiliate of the Lessor to which the Lessor sells a participation interest in the Transaction and the Lenders, collectively.

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

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

"Funding Termination Date" means the earlier of (i) May 20, 2005, and (ii) the termination of the Commitments pursuant to Section 5.2 of the Loan Agreement.

"Future Value" means, with respect to any amount, the accreted value of such amount as of the end of the Basic Term or the date of calculation, respectively, that is giving effect to the time value of money using the Implicit Rate.

"GAAP" shall mean 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.

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

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

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

"Ground Lease" means, with respect to any Land, the ground lease between the related Ground Lessor and the 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 St. Vincent's, in its capacity as guarantor under the Guaranty Agreement.

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

Guaranty of any Obligor with respect to the Indebtedness governed by the Master Trust Indenture or Indebtedness of Ascension Health will be deemed to be limited to the amount, if any, of such Indebtedness allocated to such Obligor by Ascension Health for financial reporting purposes.

"Guaranty Agreement" means the Guaranty, dated as of November 20, 2003 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 Lease" means a lease between the Lessor and an Authority with respect to a Leased Property.

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

"Implicit Rate" means 2.215%.

"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 rental obligations under leases required to be capitalized under GAAP; (iii) all Guaranties of such Person; (iv) all obligations, contingent or otherwise, of such Person relative to the face amount of letters of credit, whether or not drawn, including, without limitation (but without duplication), and banker's acceptances issued for the account of such Person; (v) Indebtedness of others secured by any Lien upon property owned by such Person, whether or not assumed; and (vi) Derivative Obligations to the extent required to be disclosed in such Person's financial statements in accordance with GAAP. Notwithstanding the foregoing, for purposes of the Operative Documents, Indebtedness of any Obligor will be deemed not to include Indebtedness governed by the Master Trust Indenture or Indebtedness of Ascension Health except to the extent, if any, that such Indebtedness of Ascension Health is allocated to such Obligor by Ascension Health for financial reporting purposes.

"Indemnatee" means the Agent (in its individual capacity and in its capacity as Agent), each Funding Party, 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.

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

"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. Each Investment shall be valued as of the date made; provided that any Investment or portion of an Investment consisting of Indebtedness shall be valued at the outstanding principal balance thereof as of the date of determination.

"Investment Policy" means the written investment policy and criteria as in effect from time to time that is applicable to St. Vincent's, a copy of which shall have been provided to the Agent.

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

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

"Land Acquisition Costs" with respect to any Leased Property means the Funded Amounts advanced for the purpose of acquiring the related Land, including any earnest money deposits and all other amounts payable under the related Purchase Agreement or Ground Lease, together with all interest and transaction expenses allocated to Land Acquisition Costs and capitalizable as land acquisition costs in accordance with GAAP.

"Lease" means the Master Lease Agreement, dated as of November 20, 2003, 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 (including Yield on Additional Amounts funded by Lessor), 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 2.2 of the Lease.

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

"Lease Termination Date" 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's Invested Amounts, all related unpaid fees owing to the Funding Parties under the Operative Documents, and all other amounts owing to the Funding Parties by the related Lessee under the Operative Documents.

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

"Lenders" means such financial institutions as are, or who may, as permitted by Section 6.2(b) of the Master Agreement, hereafter become, parties to the Loan Agreement as lenders to the Lessor.

"Lending Office" for each Lender means the office such Lender designates in writing from time to time to St. Vincent's 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, or any Person claiming through 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, or any Person claiming through 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 Yield Letter.

"Lessor Yield Letter" means the letter agreement, dated as of November 20, 2003, between St. Vincent's and the Lessor.

"Lessor's Allocated Commitment" means, at any time, the amount set forth on Schedule 2.2 of the Master Agreement as the Lessor's Commitment for the Allocated Amount.

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

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

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

"Lien" shall mean any mortgage, pledge, security interest, lien, charge, hypothecation, assignment, deposit arrangement, title retention, preferential right, trust or other arrangement having the practical effect of the foregoing and shall include the interest of a vendor or lessor under any conditional sale agreement, capitalized lease or other title retention agreement.

"Limited Event of Default" means an Event of Default under (i) paragraph (h), (i) or (n) of Article XII of the Lease, solely if the breach of the related covenant, representation or warranty was based on a subjective interpretation of the term "diligently," "reasonable," "reasonably," "practical," "necessary," "adequate," "usually," "desirable," "reasonably likely," "material," "materially," "Material Adverse Effect," "materially adversely affect," "material adverse change," "materially and adversely affects," "material adverse effect," "adverse," "adversely," "substantial," or "substantially"; provided, however, if the Event of Default, covenant or representation or warranty relates to the use of the Leased Property, then such Event of Default, covenant or representation or warranty will not be deemed a Limited Event of Default, (ii) paragraph (f) of Article XII of the Lease solely if such breach is based on a subjective interpretation of "Solvent", (iii) paragraph (k) of Article XII of the Lease unless such change in control is consented to by Ascension Health or (iv) paragraph (e) of Article XII unless such cross default or cross acceleration resulted from a Payment Default, Financial Covenant Default or any circumstance that meets all four of the conditions listed in response to Question No. 2 of Issue 97-1 (Implementation Issues in Accounting for Lease Transactions, Including those Involving Special Purpose Entities).

"Limited Recourse Amount" means, as of any date of determination, an amount equal to: the Future Value of: (i) 89.9% of the aggregate Fair Value of all of the Leased Properties minus

(ii) the present value, as of the Initial Closing Date, of any minimum lease payments required to be made as of the Initial Closing Date and up to the date of determination that were included in St. Vincent's 90% test as described in paragraph 7(d) of FASB, Accounting for Leases, using a discount rate equal to the Implicit Rate.

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

"Loan Agreement" means the Loan Agreement, dated as of November 20, 2003, among the Lessor, the Agent and the Lenders.

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

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

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

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

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

"Margin Stock" shall have the meaning set forth in Regulation U of the Board of Governors of the Federal Reserve System as the same may be amended or interpreted from time to time.

"Master Agreement" means the Master Agreement, dated as of November 20, 2003, among the Guarantor, the Lessees, the Lessor, the Agent and the Lenders.

"Master Trust Indenture" means that certain Master Trust Indenture, dated as of November 1, 1999 to which Ascension Health and certain of its Subsidiaries are parties.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or condition, financial or otherwise, of the Guarantor, (b) the ability of any Obligor to perform any of its respective obligations under the Operative Documents to which it is a party, (c) the rights of or benefits available to the Funding Parties under the Operative Documents, (d) the value, utility or useful life of any Leased Property or (e) the priority, perfection or status of the Agent's or any Funding Party's interest in any Leased Property or in the Lease, the Guaranty or the Construction Agency Agreement.

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

"Mortgage" means, with respect to any Leased Property, that certain mortgage, deed of trust or security deed, dated as of the related Closing Date, by the Lessor to the Agent, in a form

satisfactory to the Lessor and the Agent and 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.

"Net Invested Amount" means the portion of the Lessor's Invested Amount allocated by the Lessor to the Net Invested Amount, provided that the Net Invested Amount shall in no event be (i) less than the Equity Percentage of the aggregate Funded Amounts or (ii) greater than \$2,048,000.

"Net Selling Price" for any Leased Property means the selling price therefor, net of all related taxes, attorneys' fees, escrow costs, recording fees, transfer fees, title insurance costs, costs of surveys and environmental reports, brokers' fees, advertising costs, carrying costs incurred by the Agent or any Funding Party (including, without limitation, amounts expended by the Agent or any Funding Party to insure, protect, maintain or operate such Leased Property) and all other expenses and prorations associated with such sale.

"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 indebtedness (whether principal, interest, fees or otherwise), obligations and liabilities of the Guarantor and each Lessee to the Funding Parties (including without limitation all extensions, renewals, modifications, rearrangements, restructures, replacements and refinancings thereof, whether or not the same involve modifications to interest rates or other payment terms of such indebtedness, obligations and liabilities), whether arising under any of the Operative Documents or otherwise, and whether now existing or hereafter created, absolute or contingent, direct or indirect, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, or acquired by Funding Parties outright, conditionally or as collateral security from another, including but not limited to the obligation of the Guarantor and each Lessee to repay future advances by the Funding Parties, whether or not made pursuant to commitment and whether or not presently contemplated by the Guarantor or any Lessee and the Funding Parties under the Operative Documents.

"Obligor" means each Lessee, the Construction Agent and the Guarantor.

"Officer's Certificate" of a Person means a certificate signed by the Chairman of the Board, the President, any Vice President, any Executive Vice President, any Senior Vice President, any Administrative Vice President, the Treasurer, any Assistant 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, each Security Agreement and Assignment, the Loan Agreement, the Assignments of Lease and Rents, the Mortgages, the Notes, the Ground Leases, the Joinder Agreements, the IDB Documentation, the Construction Agency Agreement, and the other documents delivered in connection with the transactions contemplated by the Master

Agreement, in each case if such document has been executed and delivered by the parties thereto as of the date of determination.

"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.

"Payment Date" means the last day of each Rent Period.

"Payment Default" with respect to any agreement means the failure by an Obligor party thereto to make any regularly scheduled payment of principal or interest when due and the continuance of such failure beyond any applicable grace period.

"PBGC" means the Pension Benefit Guaranty Corporation, or any entity succeeding to any or all of its functions.

"Permitted Investments" means: (a) direct obligations of the United States of America, or of any agency thereof, or obligations guaranteed as to principal and interest by the United States of America, or of any agency thereof, in either case maturing not more than 90 days from the date of acquisition thereof; (b) certificates of deposit issued by any Lender or by any bank or trust company organized under the laws of the United States of America or any state thereof whose short-term unsecured debt is rated A-1 or better or P-1 by S&P or Moody's, respectively, and having capital, surplus and undivided profits of at least \$500,000,000, maturing not more than 90 days from the date of acquisition thereof; (c) commercial paper rated A-1 or better or P-1 by S&P or Moody's, respectively, maturing not more than one month from the date of acquisition thereof; (d) commercial paper of any Lender (or any Affiliate thereof located in the United States of America) that is rated A-1 or better or P-1 by S&P or Moody's, respectively, maturing not more than one month from the date of acquisition thereof; (e) repurchase agreements entered into with any Lender or with any bank or trust company satisfying the conditions of clause (b) hereof that is secured by any obligation of the type described in clauses (a) through (d) of this definition; and (f) money market funds acceptable to the Required Funding Parties.

"Permitted Lien" means: (a) Liens for Taxes not assessed or, if assessed, not yet due and payable, or are being contested in good faith by appropriate proceedings; (b) repairman's, mechanic's, carrier's or other similar Liens arising in the ordinary course of business or by operation of law securing obligations that are not more than 30 days overdue, which have been bonded or which are being contested in good faith by appropriate proceedings; (c) Lessor Liens; (d) Liens of subleases permitted by the Lease; (e) Liens arising out of judgments or awards with respect to which appeals or other proceedings for review are being prosecuted in good faith and for which adequate provisions have been made; (f) easements, rights of way and other encumbrances on title to real property to the extent permitted by the Lease; (g) Liens described on the Title Policy delivered in connection with the related Leased Property on the Closing Date therefor; and (h) the respective rights and interest of the related Lessee, the Lessor, the Agent and any Lender as provided in the Operative Documents, but only if, in the case of Liens being contested as described in clause (a), (b) or (e) above, (i) adequate reserves have been provided by

the related Lessee for the payment of the Taxes or other obligations; and (ii) such proceedings, or the continued existence of such Lien, do not give rise to any substantial likelihood of the sale, forfeiture or other loss of the related Leased Property or any interests therein, or any likelihood of criminal liability on the part of the Agent or any Funding Party.

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

“Plan” means any “employee benefit plan” (as defined in Section 3(3) of ERISA) of Ascension Health or any Obligor, 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, which may be standard forms for buildings of that type, and, if applicable, referred to by the Appraiser in the Appraisal, as such Plans and Specifications may be 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.

“Pro Rata Share” means, with respect to any Funding Party the ratio (expressed as a percentage) of (i) such Funding Party’s Commitment (or, in the case of the Lessor, the Lessor’s Allocated Commitment) divided by (ii) the sum of all of the Lenders’ Commitments and the Lessor’s Allocated Commitment.

“Properties” with respect to any Person means all real property owned, leased or otherwise used or occupied by such Person, wherever located.

“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 Option” is defined in Section 14.1 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 or S&P.

“Recourse Deficiency Amount” means for any Leased Property, an amount equal to (i) the A Percentage times (ii) the Fair Value of such Leased Property.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be amended or supplemented from time to time.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"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 Lenders release any and all interest they may have in such Leased Property, and all proceeds thereof, and any rights to direct, consent or deny consent to any action by the Lessor with respect to such Leased Property.

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

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

"Rent Period" means, (x) in the case of Base Rate Advances, the period from, and including, a Quarterly Payment Date to, but excluding, the next succeeding Quarterly Payment Date and (y) in the case of LIBOR Advances:

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

provided that:

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

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

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

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

(e) At any one time, there shall be no more than five (5) Rent Periods.

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

"Required Funding Parties" means, at any time, Funding Parties holding aggregate Commitments equal to at least 66-2/3% of the aggregate Commitments of all of the Funding Parties, provided that if there is only one Lender, Required Funding Parties shall mean the Lessor and the Lender.

"Required Lenders" means, at any time, Lenders holding aggregate Commitments equal to at least 66-2/3% of the aggregate outstanding Commitments of all of the Lenders.

"Requirement of Law" means, as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" means 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, any Administrative 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).

"S&P" means Standard & Poor's Ratings Service, a division of The McGraw-Hill Corporation.

"Scheduled Construction Termination Date" means with respect to any Building the earlier of (A) eighteen (18) months after the Closing Date for the related Land and (B) the Funding Termination Date.

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

"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.

"Solvent" means, as to any Person at any time, that (i) each of the fair value and the present fair saleable value of such Person's assets (including any rights of subrogation or contribution to which such Person is entitled, under any of the Operative Documents or otherwise) is greater than such Person's debts and other liabilities (including contingent, unmatured and unliquidated debts and liabilities) and the maximum estimated amount required to pay such debts and liabilities as such debts and liabilities mature or otherwise become payable; (ii) such Person is able and expects to be able to pay its debts and other liabilities (including, without limitation, contingent, unmatured and unliquidated debts and liabilities) as they mature; and (iii) such Person does not have unreasonably small capital to carry on its business as conducted and as proposed to be conducted.

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

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

"Supplemental Rent" means any and all amounts, liabilities and obligations other than Basic Rent which 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, any Lender or any other party, including all fees payable to the Agent or any Funding Party, amounts payable under Article XIV of the Lease and amounts payable under Article VII of the Master Agreement, and indemnities and damages for breach of any covenants, representations, warranties or agreements, and all overdue or late payment charges in respect of any Funded Amount.

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

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

"Tax Indemnatee" means the Agent, each Funding Party and their respective Affiliates, successors, permitted assigns, permitted transferees, employees, officers, directors and agents thereof, provided, however, that in no event shall any Lessee or the Guarantor be a Tax Indemnatee.

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

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

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

"Total Debt" means for any Person the sum of (i) all Indebtedness for borrowed money and all Guaranties of such Person, plus (ii) the principal related to all Capitalized Leases of such Person, plus (iii) the principal related to all synthetic leases of such Person, or guaranteed by such Person, plus (iv) the marked-to-market exposure of such Person under all Derivative Obligations. Notwithstanding the foregoing, for purposes of the Operative Documents, the Total Debt of any Obligor will be deemed not to include Indebtedness of Ascension Health except to the extent, if any, that such Indebtedness governed by the Master Trust Indenture or Indebtedness of Ascension Health is allocated to such Obligor by Ascension Health for financial reporting purposes.

"Total Capitalization" of any Person means the sum of (i) the unrestricted net assets of such Person plus (ii) the temporary restricted net assets of such Person, plus (iii) the permanently restricted assets of such Person, plus (iv) the Total Debt of such Person, all determined in accordance with GAAP.

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

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

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

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

SECTION 1. Notices. All notices, requests, demands or other communications to or upon the respective parties to each agreement to which the Documentary Conventions apply shall be addressed to such parties at the addresses therefor as set forth in Schedule I hereto, or such other address as any such party shall specify to the other parties hereto, and shall be deemed to have been given (i) the Business Day after being sent, if sent by overnight courier service; (ii) the Business Day received, if sent by messenger; (iii) the day sent, if sent by facsimile and

confirmed electronically or otherwise during business hours of a Business Day (or on the next Business Day if otherwise sent by facsimile and confirmed electronically or otherwise); or (iv) three Business Days after being sent, if sent by registered or certified mail, postage prepaid.

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

SECTION 3. Amendments. No Operative Document nor any of the terms thereof may be terminated, amended, supplemented, waived or modified with respect to the Lessees or any Funding Party, except (a) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Lessees, with the written agreement or consent of St. Vincent's, and (b) in the case of a termination, amendment, supplement, waiver or modification to be binding on the Funding Parties, with the written agreement or consent of the Required Funding Parties; provided, however, that

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

(i) amending, modifying, waiving or supplementing any of the provisions of Article VI of the Master Agreement or the representations of such Funding Party in Section 4.2 or 4.3 of the Master Agreement or this Section 3 or changing the definition of "Required Funding Parties" or "Required Lenders";

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

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

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

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

SECTION 4. Headings, etc. The Table of Contents and headings of the various Articles and Sections of each agreement to which the Documentary Conventions apply are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

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

SECTION 6. GOVERNING LAW. EACH AGREEMENT TO WHICH THE DOCUMENTARY CONVENTIONS APPLY HAS BEEN DELIVERED IN, AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

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

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

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

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

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Schedule I hereto or at such other address of which the other parties hereto shall have been notified pursuant to Section 1; and

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

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

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

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

SCHEDULE I

ADDRESSES FOR NOTICES

St. Vincent or any Lessee:

St. Vincent' Hospital
810 St. Vincent's Drive
Birmingham, Alabama 35205
Attn: Ann M. Purdy
Fax: 205/930-2157

In the case of all notices of Default,
with a copy to:

Ascension Health

Attn: _____

Fax No.: _____

Lessor:

SunTrust Equity Funding, LLC
c/o Atlantic Financial Group, Ltd.
2808 Fairmount, Suite 250
Dallas, Texas 75201
Attn: Stephen Brookshire
Fax No.: 214/871-9237

Lenders:

Compass Bank
15 South 20th, Suite 201
Birmingham, Alabama 35233
Attn: Alex Morton
Fax No.: 205/297-3926

Agent:

For delivery of financial statements:

SunTrust Bank
303 Peachtree Street, 25th Floor
Atlanta, Georgia 30308
Attn: Agency Services
Fax No. 404/658-4906 or
404/724-3879

For all other notices:

SunTrust Bank
303 Peachtree Street, 4th Floor
Atlanta, Georgia 30308
Attn: Robert Massenburg

Fax No. 404/588-7497

SCHEDULE II

CORE ASSETS

The East Wing, West Wing, Main Building, Bruno Cancer Center and the Women and Children Center, all located at 810 St. Vincent's Drive in Birmingham, Alabama.

Exhibit A

Legal Description of the Land

Part of Lot 1, according to the Survey of Greystone, 3rd Sector, also known as Greystone Commercial Properties, as recorded in Map Volume 14, Page 79, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

From the existing 2 inch capped iron pipe being the locally accepted most Northerly corner of said Lot 1, run in a Southwesterly direction along the Southeast right of way line of Alabama Highway #119 for a distance of 555 feet to an existing iron rebar set by Weygand and being the point of beginning; thence turn an angle to the left 103 degrees, 00 minutes and run in an Southeasterly direction for a distance of 405.0 feet to an existing iron rebar; thence turn an angle to the left of 20.40 feet and run in an Easterly direction for a distance of 305.0 feet to an existing iron rebar; thence turn an angle to the right of 74 degrees, 0 minutes and run in a Southeasterly direction for a distance of 273.0 feet to an existing iron rebar; thence turn an angle to the right of 11 degrees, 02 minutes, 21 seconds and run in a Southeasterly direction for a distance of 414.07 feet to an existing iron rebar being on the East line of said Lot 1; thence turn an angle to the right of 28 degrees, 37 minutes, 04 seconds and run in a Southwesterly direction along the East line of said Lot 1 for a distance of 467.12 feet to an existing iron rebar being a corner of said Lot 1 and being on the North right of way line of Greystone Way and being on a curve, said curved North right of way line of Greystone Way being concave in a Northerly direction and having a central angle of 43 degrees, 51 minutes, 30 seconds and a radius of 410.0 feet; thence turn an angle to the right (78 degrees, 10 minutes, 22 seconds to the chord of said curve) and run in a Westerly direction along the arc of said curve and along the North right of way line of said Greystone Way for a measured distance of 305.90 feet along the chord for an arc length of 313.85 feet to an existing iron rebar being a point of ending of said curve and still being on the North right of way line of Greystone Way; thence turn an angle to the right (21 degrees, 49 minutes, 24 seconds from last mentioned chord line) and run in a Northwesterly direction along the North right of way line of said Greystone Way for a measured distance of 457.44 feet to an existing iron rebar; thence turn an angle to the right of 3 degrees, 41 minutes, 36 seconds and run in a Northwesterly direction along the North right of way line of said Greystone Way for a distance of 157.83 feet to an existing iron rebar; thence turn an angle to the left of 3 degrees, 40 minutes, 57 seconds and run in a Northwesterly direction along the Northerly right of way line of said Greystone Way for a measured distance of 272.76 feet to an existing iron rebar at the point of beginning of a curve, said latest curve being concave in a Northeasterly direction and having a central angle of 89 degrees, 55 minutes, 00 seconds and a radius of 25.00 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 39.23 feet (chord measures 35.33 feet and to obtain the chord turn an angle to the right of 44 degrees, 28 minutes, 05 seconds from last mentioned 272.76 line) to a point of ending of said curve and being marked by an existing iron rebar and being on the East right of way line of Alabama Highway #119, said point being on a curve, said curve being concave in a Southeasterly direction and having a central angle of 0 degrees, 57 minutes, 55 seconds and a radius of 5,769.57 feet; thence run in a Northerly direction along the East right of way line of said

Alabama Highway #119 and along the arc of said curve for a distance of 97.20 feet to an existing iron rebar set by Weygand; thence continue in a Northeasterly direction along the East right of way line of said Alabama Highway #119 for a distance of 679.80 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

Part of Tax Parcel No. 03-9-32-0-001-005.001

EXHIBIT B

Description of the Ground Lease

That certain Ground Lease dated as of November 20, 2003 between Seton Property Corporation of North Alabama (the "Landlord") and SunTrust Equity Funding, LLC (the "Tenant") which demises the property described on Exhibit A hereto. The Ground Lease is evidenced of record by an instrument dated as of November 20, 2003 which was recorded

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