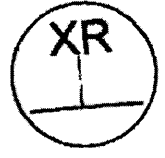


R



Rebecca Keaton
REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

[SPACE ABOVE THIS LINE RESERVED FOR CLERK'S USE]

Mand

RECORD AND RETURN TO:
James J. Wheeler, Esq.
BROAD AND CASSEL
7777 Glades Road. Suite 300
Boca Raton, FL 33434

NOTE TO TAX COMMISSIONER AND CLERK OF SUPERIOR COURT: THIS DEED TO SECURE DEBT SECURES A SHORT-TERM NOTE OF LESS THAN THREE (3) YEARS AND THEREFORE NO INTANGIBLE TAX IS DUE PURSUANT TO O.C.G.A §48-6-62.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 14 day of October, 2015 by and between FITNESS INTERNATIONAL, LLC, a California limited liability company (formerly known as L.A. Fitness International, LLC) ("Tenant"), OSPREY CAPITAL FUND, LLC, a Florida limited liability company ("Lender"), and CONCORDE EAST-WEST COBB, LLC, a Georgia limited liability company ("Landlord").

RECITALS

- A. Landlord owns the fee estate in and to certain real property more particularly described in Schedule A attached hereto and incorporated herein by reference (the "Land"), together with the improvements thereon (the "Improvements") and being more commonly known by the street address 1025 East West Connector, Suite 200, Austell, GA 30106 (the Land and the Improvements are hereinafter referred to collectively as the "Property");
- B. Landlord's predecessor in interest and Tenant entered into a lease dated October 27, 2000 (the "Lease") whereby Landlord, as landlord, leased to Tenant, as tenant,

3A

certain premises more particularly described in the Lease (the "Premises") constituting a portion of the Property;

C. Lender is the owner and holder of or is the beneficiary under a certain Deed to Secure Debt, Security Agreement and Uniform Commercial Code Fixture Filing, dated October 14, 2015, and recorded on October 24, 2015, in Official Records Book 1507 at Page 488 of the Public Records of Cobb County, Georgia, (which instrument(s), together with all amendments, increases, renewals, modifications, consolidations, replacements, combinations, supplements, substitutions, and extensions thereof, now or hereafter made are hereinafter referred to collectively as the "Mortgage") constituting a first priority lien upon the Landlord's estate in and to the Property; and

D. Landlord has requested and Lender has agreed to recognize the status of Tenant in the event Lender shall acquire the Property (including the Premises) by a power of sale, by a foreclosure, by the acceptance of a deed in lieu thereof, by receivership, and Tenant has agreed to attorn to Lender in any such event.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Lender hereby covenant and agree as follows:

1. **Subordination.** Subject to the terms and conditions of this Agreement, Tenant agrees that the Lease and all rights of Tenant under the Lease are and shall be subordinate to the lien of Lender created by the Mortgage and to any further mortgages held by Lender or any Purchaser (as hereinafter defined) which encumber the Property.

2. **Non-Disturbance.** Notwithstanding the subordination contained in Section 1 herein, Lender agrees with Tenant that so long as Tenant is not in default beyond any applicable notice or cure period in the payment of rent or other sums, or in the performance of any of the terms of the Lease,

(a) Tenant's use, possession, occupancy or enjoyment of the Premises and Tenant's rights, remedies and privileges under the Lease shall not be disturbed, diminished or interfered with by Lender or by any person or entity obtaining ownership of the Property in connection with any enforcement of the Mortgage (a "Purchaser"), whether it be Lender or any other person or entity, and whether ownership of the Property be obtained by Lender or a Purchaser at a foreclosure sale, by deed given in lieu of foreclosure or otherwise, nor shall the leasehold estate granted by the Lease be affected in any manner in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage, during the term of the Lease or any extension or renewals which Tenant may exercise under the terms and provisions of the Lease, and

(b) Tenant shall not be named in any foreclosure action nor will Lender join Tenant as a party defendant in any action or proceeding to terminate Tenant's interest, estate or rights under the Lease because of any default under the Mortgage.

3. **Attornment.**

(a) If the interests of Landlord in all or any part of the Premises shall be transferred to Lender by reason of foreclosure or other proceedings brought by Lender, or by any other manner, and Lender or any Purchaser succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Lender or Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term (including any extension or renewals which Tenant may exercise under the terms and provisions of the Lease) with the same force and effect as if Lender or Purchaser were the landlord under the Lease; and Lender or Purchaser shall recognize and accept the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease in respect of the obligations under the Lease thereafter becoming due. Tenant hereby attorns to Lender or to any Purchaser, this attornment to be effective and self-operating without the execution of any further instruments.

(b) Notwithstanding the foregoing, provided Tenant shall have previously received a copy of this Agreement having been signed by Lender and Landlord, Tenant shall be under no obligation to pay rent or any other sums to Lender or Purchaser or otherwise to recognize Lender or Purchaser under the Lease until Tenant receives written notice from Lender or Purchaser that either of them are entitled to receive rent pursuant to the terms of this Agreement. Landlord hereby authorizes Tenant, upon receipt of such written notice, to pay directly to Lender or Purchaser (as the case may be) all rent and other sums due (including all sums which are then past due and unpaid), and Tenant agrees to make such payments. Tenant shall be under no obligation to inquire or determine the actual existence of any default or other event claimed by Lender or Purchaser (as the case may be) and shall be entitled to rely upon such notice as presumptive evidence of the occurrence of such event. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or Purchaser without incurring any obligation or liability to Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party. Landlord hereby releases Tenant from all claims, losses, and liabilities arising from Tenant's payment of rent or other sums to Lender or Purchaser following Tenant's receipt of written notice directing Tenant to make such payments to Lender or Purchaser. All such payments made by Tenant to Lender or Purchaser shall be credited to installments of rent otherwise payable to Landlord under the Lease. The respective rights and obligations of Tenant, as tenant, and Lender or Purchaser, as landlord, under this attornment shall be the same as now set forth in the Lease, it being the intention of the Tenant and Lender to incorporate the Lease by reference in this Agreement with the same force and effect as if the Lease were set forth at length in this Agreement.

(c) Lender hereby agrees to notify Tenant in writing of any default by Landlord under the Mortgage, regardless of whether Lender will require Tenant to pay rent or other sums due under the Lease to Lender or Purchaser (as the case may be) pursuant to Section 3(b) above.

4. **Lender's Notice and Cure Rights.** In the event Landlord receives from Tenant a written notice that Landlord is in default of Landlord's obligations under the Lease ("Tenant Default Notice"), Tenant shall give a copy of the Tenant Default Notice to Lender no later than three (3) days after receipt thereof ("Notice Date"); provided however, that Tenant's inadvertent failure to deliver a copy of the Tenant Default Notice to lender shall not be a Tenant

default hereunder and shall not affect the terms of this Agreement. Notwithstanding anything in the Lease or this Agreement to the contrary, no exercise by Tenant of any right to terminate the Lease, reduce the rent, or to credit or offset any amounts against future rents, pursuant to a default by Landlord under the Lease shall be effective unless and until the expiration of the Lender Cure Period (as hereinafter defined). Lender, having no obligation to do so, shall have the right to cure any Landlord default within the same cure periods available to Landlord under the Lease; provided, however, the applicable cure period shall not commence until the earlier of the Notice Date and, if applicable, the date Tenant gives Lender a copy of the Tenant Default Notice ("Lender Cure Period").

5. **Limitation of Liability.** In the event that Lender or Purchaser obtains ownership of the Property, Tenant shall have the same remedies against Lender or Purchaser for the breach of a provision of the Lease that Tenant would have had against Landlord, and Lender or Purchaser shall be bound under the terms of the Lease, except:

(a) Lender or Purchaser shall not be liable for any breach of the Lease by the Landlord which may have occurred prior to the date of Lender's or Purchaser's acquiring ownership of the Property; provided, however: (i) any abatements and offsets against rent as expressly provided in the Lease shall continue to be available to Tenant regardless that the same may be based on events occurring prior to Lender's or Purchaser's acquiring ownership of the Property;

(b) Lender or Purchaser shall not be required to recognize any payment of rent by Tenant to Landlord if paid more than one month in advance unless any such payment (i) is specifically required by the Lease, (ii) has been delivered to Lender or Purchaser or (iii) represents any overpayment of prepaid triple net expenses;

(c) Lender or Purchaser shall not be bound by any material amendments or modifications of the Lease entered into without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall be deemed granted if Lender does not within thirty (30) days after receipt of a request for such consent deny same by written notice to Tenant including the specific reasons for such denial), where a "material amendment or modification" is deemed to mean a modification of the Lease of such nature that results in the reduction of rent, any offset against future rents, or a change in the term of the Lease (exclusive of option terms pursuant to the Lease); and

(d) Lender or Purchaser shall not be liable for any security deposit, escrows or any other monies held by Landlord unless the same has been delivered by Landlord to Lender or Purchaser.

6. **Notices.** All notices, requests, demands or other communications which may be or are required or permitted to be served or given under this Agreement (referred to collectively in this Agreement as "notices") shall be in writing and shall be sent by personal delivery, or by a nationally recognized overnight mail delivery service, or by registered or certified mail, return receipt requested, first-class postage prepaid,

(a) if to Tenant, at

Fitness International, LLC
3161 Michelson Drive, Suite 600
Irvine, CA 92612-4406
Attn: Lease Administrator

(b) if to Lender, at

Osprey Capital Fund, LLC
142 Platt Street
Suite #118
Tampa, FL 33606
Attn: Gus Katsadourous

(c) if to Landlord, at

Joseph C. LeBas, Jr.
Concorde East-West Cobb, LLC
301 Yamato Road, Suite #1240
Boca Raton, FL 33431

or at any other address that may be given by one party to the others by notice pursuant to this Section. Such notices (i) if sent by overnight delivery, shall be deemed to have been given when delivered to the respective party's address pursuant to this Section, or (ii) if sent by registered or certified mail, shall be deemed to have been given on the date received.

7. **Savings Clause.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason or to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but, rather, shall be enforced to the fullest extent permitted by law.

8. **Further Assurances.** The parties hereto hereby agree to execute, acknowledge, deliver, file, record and publish such further certificates, amendments or certificates, instruments or documents, and to do all such further acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Agreement.

9. **Interpretation.** Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires.

10. **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of in which the Property is located, without giving effect to principles of conflicts of law.

11. **Additional Definitions.**

(a) The word "Lease" as used herein shall be deemed to be the Lease as originally executed by Landlord and Tenant, as amended or modified by written agreements hereafter made, from time to time.

(b) The words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by voluntary deed (or assignment) in lieu of foreclosure.

(c) The word "Lender" as used herein shall be deemed to include Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, through or under foreclosure of the Mortgage.

(d) The word "successor" as used herein shall be deemed to include, but shall not be limited to, the heirs, personal representatives, successors or assigns of the parties hereto and of any other party hereafter acquiring the estate in the Property of any party hereto or any interest therein.

12. **Miscellaneous Provisions.**

(a) All of the terms, conditions, covenants, agreements, rights, privileges, obligations, duties, and recitals contained in this Agreement shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord, Tenant and Lender and their respective successors and assigns, all to the end that this Agreement shall always bind the owner and holder of any fee or leasehold interest in or to the Property or the Premises.

(b) This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify, release or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

(c) This Agreement may be executed in one or more counterparts, and all such counterparts taken together shall for all purposes constitute one and the same Agreement binding on the parties hereto. This Agreement, if executed by Tenant but not by all parties necessary to fully execute the same, is valid for only thirty (30) days from the date Tenant executed this Agreement. This Agreement is contingent upon Tenant receiving a fully executed copy of the Agreement within such 30-day period, the failure of which shall automatically cause this Agreement to become null and void.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have has executed this Agreement as of the date and year first hereinabove written.

WITNESSES.

Signed, sealed and delivered in our presence

Print: Judith Salerno

Print: _____

LANDLORD

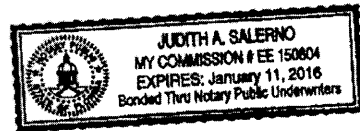
CONCORDE EAST WEST COBB, LLC, a Georgia limited liability company

By: [Signature]
Joseph C. LeBas, Jr., Manager

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10 day of ^{NOV}~~October~~, 2015, by Joseph C. LeBas, Jr. as Manager of Concorde East-West Cobb, LLC, a Georgia limited liability company, who is personally known to me or has produced a driver's license as identification.

[Signature]
Notary Public
Print Name: _____
My commission expires: _____



WITNESSES:

Signed, sealed and delivered
in our presence

[Signature]
Print: Jeff G. PSON

[Signature]
Print: Brianne Lee

LENDER

OSPREY CAPITAL FUND, LLC,
a Florida limited liability company

By: OSPREY CAPITAL MANAGER, LLC,
a Florida limited liability company
Its: Manager

By: OSPREY CRE FUNDING, LLC,
a Florida limited liability company
Its: Manager

By: CRE CAPITAL, LLC,
a Florida limited liability company
Its: Manager

By: [Signature]
Name: Konstantin V. Katsadourous
Its: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27 day of October, 2015,
by Konstantin V. Katsadourous, the Manager of CRE CAPITAL, LLC, a Florida limited liability company,
the Manager of OSPREY CRE FUNDING, LLC, a Florida limited liability company, the Manager of
OSPREY CAPITAL MANAGER, LLC, a Florida limited liability company, the Manager of OSPREY
CAPITAL FUND, LLC, a Florida limited liability company, on behalf of the company, and he is X
personally known to me or has produced _____ as identification.

My Commission Expires:



[Signature]
Print Name: Brianne Lee

NOTARY PUBLIC

SCHEDULE A
LEGAL DESCRIPTION OF PROPERTY

4831-7330-5129, v. 2

EXHIBIT ALEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 924, 925, 926 AND 927 OF THE 19TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE EAST WEST CONNECTOR ROAD (HAVING A VARIABLE RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY OF FLOYD ROAD (HAVING A VARIABLE RIGHT OF WAY); THENCE 1,687.25 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF THE EAST WEST CONNECTOR TO A POINT, AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING CALLS AND DISTANCES SOUTH 76° 44' 03" EAST, 34.19 FEET TO A RIGHT OF WAY MONUMENT FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5819.58 FEET FOR AN ARC LENGTH OF 490.83 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 79° 01' 44" EAST, 490.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5819.58 FEET FOR AN ARC LENGTH OF 397.63 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 83° 24' 09", 397.55 FEET TO A POINT; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY SOUTH 01° 09' 25" WEST, 264.55 FEET TO A ½" REBAR FOUND; THENCE NORTH 85° 11' 14" WEST, 35.00 FEET TO A ½" REBAR FOUND; THENCE SOUTH 18° 57' 12" WEST, 532.84 FEET TO A POINT; THENCE NORTH 88° 50' 35" WEST, 724.45 FEET TO A ¼" REBAR FOUND; THENCE NORTH 01° 45' 55" EAST, 139.07 FEET TO A POINT; THENCE NORTH 01° 45' 55" EAST, 759.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 695,421 SQUARE FEET OR 15.961 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 925 OF THE 19TH DISTRICT 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE EAST WEST CONNECTOR (HAVING A VARIABLE RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY OF FLOYD ROAD (HAVING A VARIABLE RIGHT OF WAY); THENCE 1,687.25 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF THE EAST WEST CONNECTOR TO A POINT, AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING CALLS AND DISTANCES SOUTH 76° 44' 03" EAST, 34.19 FEET TO A RIGHT OF WAY MONUMENT FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5819.58 FEET FOR AN ARC LENGTH OF 490.83 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 79° 01' 44" EAST, 490.69 FEET TO A POINT; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY SOUTH 19° 14' 05" WEST, 65.17 FEET TO A POINT, AND THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING SOUTH 00° 00' 06" WEST, 41.42 FEET TO A POINT; THENCE NORTH 89° 59' 54" WEST, 6.88 FEET TO A POINT; THENCE SOUTH 00° 00' 06" WEST, 127.66 FEET TO A POINT; THENCE NORTH 89° 59' 54" WEST, 40.82 FEET TO A POINT; THENCE NORTH 00° 00' 06" EAST, 15.33 FEET TO A POINT; THENCE NORTH 89° 59' 54" WEST, 14.00 FEET TO A POINT; THENCE NORTH 00° 00' 06" EAST 112.33 FEET TO A POINT; THENCE NORTH 89° 59' 54" WEST, 6.88 FEET TO A POINT; THENCE NORTH 00° 00' 06" EAST, 41.42 FEET TO A POINT, THENCE SOUTH 89° 59' 54" EAST, 68.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,624 SQUARE FEET OR 0.221 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH RIGHTS AND BENEFITS PURSUANT TO THE FOLLOWING:

1. EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST, JACOBY LINDBERGH PROPERTIES II, L.L.C., AUSTELL SHOPS ASSOCIATES, L.L.C. AND GIPSON/EAST-WEST, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, DATED JANUARY 14, 1999, FILED JANUARY 19, 1999 AND RECORDED IN DEED BOOK 12108, PAGE 162, AFORESAID RECORDS; AS AMENDED BY FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, DATED JANUARY 31, 2000, FILED FEBRUARY 2, 2000 AND RECORDED IN DEED BOOK 13239, PAGE 4333, AFORESAID RECORDS; AS 2001 AND RECORDED IN DEED BOOK 13402, PAGE 4513, AFORESAID RECORDS; AS FURTHER AMENDED BY FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, DATED JUNE 16, 2003, FILED JULY 21, 2003 AND RECORDED IN DEED BOOK 13798, PAGE 884, AFORESAID RECORDS; AS FURTHER AFFECTED BY NOTICE OF INTEREST DATED AUGUST 20, 2004, FILED SEPTEMBER 3, 2004 AND RECORDED IN DEED BOOK 14036, PAGE 6383, AFORESAID RECORDS.
2. DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS BY GIPSON/EAST-WEST, L.L.C., DATED SEPTEMBER 6, 2001, FILED OCTOBER 11, 2001 AND RECORDED IN DEED BOOK 13429, PAGE 4758, AFORESAID RECORDS.

ALSO DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 924, 925, 926 AND 927 OF THE 19TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE AT A CONCRETE MONUMENT FOUND AT THE MITERED INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FLOYD ROAD (A VARIABLE RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST-WEST CONNECTOR ROAD (RIGHT-OF-WAY VARIES) AND RUN THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST-WEST CONNECTOR ROAD A DISTANCE OF 1,687.25 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST-WEST CONNECTOR ROAD, SOUTH 76 DEGREES 44 MINUTES 03 SECONDS EAST A DISTANCE OF 34.19 FEET TO A CONCRETE MONUMENT FOUND; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 5,819.58 FOOT RADIUS CURVE AN ARC DISTANCE OF 490.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD LYING TO THE NORTH THEREOF AND HAVING A BEARING OF SOUTH 79 DEGREES 01 MINUTE 44 SECONDS EAST AND A CHORD DISTANCE OF 490.69 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A 5,819.58 FOOT RADIUS CURVE AN ARC DISTANCE OF 397.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD LYING TO THE NORTH THEREOF AND HAVING A BEARING OF SOUTH 83 DEGREES 24 MINUTES 09 SECONDS EAST AND A CHORD DISTANCE OF 397.55 FEET; THENCE LEAVING THE EAST-WEST CONNECTOR ROAD SOUTHERLY RIGHT-OF-WAY, SOUTH 10 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 264.55 FEET TO AN IRON PIN FOUND; THENCE NORTH 85 DEGREES 11 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 35 FEET TO AN IRON PIN FOUND; THENCE SOUTH 18 DEGREES 57 MINUTES 12 SECONDS WEST OF A DISTANCE OF 532.84 FEET TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES 50 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 724.45 FEET TO AN IRON PIN FOUND; THENCE NORTH 01 DEGREES 45 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 898.21 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION OF SUBJECT PROPERTY CONVEYED BY LIMITED WARRANTY DEED FROM GIPSON/EAST-WEST, LLC TO HALLE PROPERTIES, LLC, DATED SEPTEMBER 7, 2001, RECORDED IN DEED BOOK 13429, PAGE 4798, COBB COUNTY, GEORGIA RECORDS.

SAID TRACT CONTAINING 15.740 ACRES AND BEING MORE PARTICULARLY SHOWN ON THAT CERTAIN ALTA ACSM LAND TITLE SURVEY FOR SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), GIPSON/EAST-WEST, L.L.C. & CHICAGO TITLE INSURANCE COMPANY DATED AUGUST 3, 2004, LAST REVISED AUGUST 19, 2004, BY TERRAMARK LAND SURVEYING, INC., WILLIAM C. WOHLFORD, JR., GRLS NO. 2577.

TOGETHER WITH EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND BETWEEN WAL-MART REAL ESTATE BUSINESS TRUST, JACOB/LINDBERGH PROPERTIES II, L.L.C., AUSTELL SHOPS ASSOCIATES, L.L.C. AND GIPSON/EAST-WEST, L.L.C., DATED AS OF JANUARY 14, 1999, RECORDED IN DEED BOOK 12108, PAGE 162, COBB COUNTY, GEORGIA RECORDS; AS AFFECTED BY FIRST AMENDMENT TO BASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND, DATED JANUARY 31, 2000, RECORDED IN DEED BOOK 13239, PAGE 4333, AFORESAID RECORDS; AND AS FURTHER AMENDED BY AMENDMENT DATED JUNE 16, 2003, RECORDED IN DEED BOOK 1798, PAGE 884, AFORESAID RECORDS.

For informational purposes, the property described above is also known as: 1025 East West Connector, Austell, Georgia 30106.