

Deed Book **13653** Pg **333**
Filed 01/11/2016 09:40 AM
28-2016-000869
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

E

STATE OF GEORGIA
COUNTY OF COBB

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT made and entered into this 16th day of October, 2015, by and among **SRPF A/CHEROKEE CORNERS, LLC**, a Texas limited liability company, whose address is: 2001 Ross Avenue, Suite 2800, Dallas, Texas 75201, ("Landlord"), ~~A10, LLC~~, a Delaware limited liability company, whose address is: 800 West Main Street, Suite 1100, Boise, Idaho 83702, ("Lender"), and **FAMILY DOLLAR STORES OF GEORGIA, INC.**, a Georgia corporation, whose address is: Post Office Box 1017, Charlotte, North Carolina 28201-1017, ("Tenant");
*A10 CAPITAL, LLC,

WITNESSETH:

A. Tenant entered into Lease Agreement dated January 9, 2003, as amended by First Amendment to the Lease Agreement dated February 27, 2013, as modified by Letter Agreement dated March 25, 2003, (the "Lease") with Landlord for premises located at 5540 Bells Ferry Road, in the City of Acworth, County of ~~Cobb~~, State of Georgia, *Cherokee demised to Tenant (the "Demised Premises") as shown on the site plan attached as Exhibit B to the Lease which is incorporated herein by reference and being a portion of the Real Property described on Exhibit "A" attached hereto.

B. Lender intends to make a loan to Landlord to be secured by a mortgage or deed of trust (the "Mortgage") on the demised premises.

C. Tenant and Lender desire to confirm their agreement with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. The Lease is and shall be subordinate to the lien of the Mortgage and to all renewals, modifications and extensions thereof subject to the terms of this Agreement.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, the nonperformance of which would entitle Landlord to terminate the Lease, (i) Tenant's possession of the demised premises and Tenant's rights and privileges under the Lease, and any extensions or renewals thereof or acquisition of additional space which may be effected in accordance with any option therefore in the Lease, shall not be diminished or interfered with by Lender in the exercise of any of its rights under the Mortgage, (ii) Tenant's occupancy of the demised premises shall not be disturbed by Lender in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

FDS#5651; Acworth, GA

Return to:
Data Research, Inc.
8130 SW Beaverton-Hillsdale Hwy
Portland, OR 97225

Deed BK 13653 PG 334

3. If the interest of Landlord shall be acquired by Lender or by anyone claiming an interest in the Demised Premises by or through Lender including any purchaser at a foreclosure sale ("Successor Landlord") by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of Lender or by deed in lieu of foreclosure, then Tenant and Lender or such Successor Landlord shall be bound to each other under all of the terms of the Lease for the balance of the term thereof remaining including any extensions or renewals thereof elected by Tenant, with the same force and effect as if Lender or such Successor Landlord were the Landlord under the Lease and Tenant hereby attorns to Lender or such Successor Landlord as the Landlord under the Lease, such attornment to be automatically effective without the execution of any further instrument. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender or to such Successor Landlord until Tenant has received written notice from Lender or such Successor Landlord that it has acquired the interest of the Landlord in the Demised Premises, which notice shall be accompanied by reasonable documentation evidencing such acquisition. The respective rights and obligations of Tenant and Lender or such Successor Landlord upon such attornment shall be as set forth in the Lease, including Tenant's right to such rent credits, if any, for leasehold improvements as are described in the Lease, it being the intention of the parties for this purpose to incorporate the Lease in this agreement by reference with the same force and effect as if set forth at length herein.

4. Landlord hereby agrees that if Lender notifies Tenant that Lender is entitled to receive the rent and/or any other payments including reimbursements, if any, due under the Lease pursuant to an Assignment of Rents or any other instrument or agreement signed by Landlord, then Tenant will be entitled to comply with said instrument upon being furnished a copy of it by Landlord or Lender, and Tenant may rely on any assertion by Lender that Lender is entitled to receive the rents (and if applicable, other payments due under the Lease), whether due to Landlord's default under the Mortgage, or otherwise, and Tenant will have no obligation to make any independent determination as to whether the assertions of Lender are true. Any rent or other sums paid to Lender upon Lender's demand shall be deemed to be payments to Landlord pursuant to the Lease.

5. This Agreement will automatically expire upon the occurrence of either of the following: (i) The term of the Lease will expire or the Lease shall be terminated, or (ii) the loan secured by the Mortgage will be paid in full by the Landlord such that neither Lender nor anyone claiming by or through Lender has an interest in the Demised Premises and the Mortgage will be released of record.

6. This Agreement may not be cancelled or modified except by an agreement in writing signed by Lender and Tenant or their respective successors. This Agreement is contingent upon full execution by all parties, with a fully executed copy returned to Tenant within thirty (30) days of the date hereinabove written. In the event a fully executed copy has not been returned to Tenant within said period, Tenant's execution hereon shall be considered revoked and this Agreement shall be null and void and of no further force or effect as to Tenant.

7. This Agreement and the rights and obligations hereunder of the Landlord, Tenant, and Lender will bind and inure to the benefit of their respective heirs, successors and assigns.

FDS#5651; Acworth, GA

Deed BK 13653 PG 335

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:

LANDLORD
SRPF A/CHEROKEE CORNERS, LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Attest:

LENDER
~~A 10 CAPITAL, LLC~~
a Delaware limited liability company

Secretary

By: *see attached* _____

Name: _____

Title: _____

TENANT

ATTEST:

FAMILY DOLLAR STORES OF GEORGIA,
INC., a Georgia corporation

Thomas E. Schoenheit
Thomas E. Schoenheit,
Assistant Secretary

By: *Jose M. Luis* _____
Jose M. Luis, Vice President-
Real Estate Development

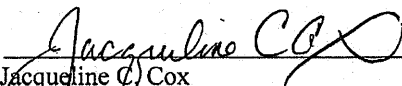
FDS#5651; Acworth, GA

Deed BK 13653 PG 336

Attest:


Witness

LENDER
A10 Capital, LLC,
a Delaware limited liability company

By: 
Jacqueline C. Cox
Executive Vice President

[COPY]

FDS#5651; Acworth, GA

Deed BK 13653 PG 337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed.

Witness:

Paula Rothenberg

LANDLORD
SRPF A/CHEROKEE CORNERS, LLC
a Texas limited liability company

By: [Signature]

Name: Ben HATT

Title: U.P.

Attest:

LENDER
A10 CAPITAL, LLC
a Delaware limited liability company

Secretary

By: _____

Name: _____

Title: _____

TENANT

ATTEST:

FAMILY DOLLAR STORES OF GEORGIA,
INC., a Georgia corporation

[Signature]
Thomas E. Schoenheit
Assistant Secretary

By: [Signature]
Jose M. Luis, Vice President-
Real Estate Development

FDS#5651; Acworth, GA

COPY

Deed BK 13653 PG 338

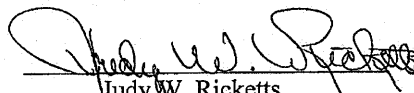
STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

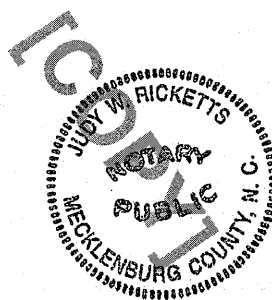
I Judy W. Ricketts, a Notary Public in and for the aforesaid State and County, do hereby certify that **JOSE M. LUIS** and **THOMAS E. SCHOENHEIT**, Vice President Real Estate Development and Assistant Secretary, respectively, of **FAMILY DOLLAR STORES OF GEORGIA, INC.**, a Georgia corporation, personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 8th day of December, 2015.



Judy W. Ricketts,
Notary Public

My Commission Expires:
September 27, 2016



THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

FDS#5651; Acworth, GA

Deed BK 13653 PG 339

STATE OF Georgia

NOTARY

COUNTY Fulton

I, Stephanie M. Woodall, a Notary Public in and for the aforesaid State and County, do hereby certify that Ben Haultt personally appeared before me this day and that by the authority duly given and on behalf of SRPF A/CHEROKEE CORNERS, LLC, a Texas limited liability company, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 6th day of January, 2016.



My Commission Expires: _____

STATE OF Idaho

NOTARY

COUNTY OF Ada

I, Tammi Burdin, a Notary Public in and for the aforesaid State and County, do hereby certify that Jacqueline C. Cox personally appeared before me this day and that by the authority duly given and on behalf of A10 CAPITAL, LLC, a Delaware limited liability company, acknowledged the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 6th day of January, 2016.

Tammi Burdin, Notary Public

My Commission Expires: _____

10-17-19

FDS#5651; Acworth, GA

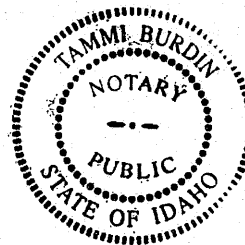


EXHIBIT "A"

Legal Description of Real Property

ALL THAT TRACT or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section, Cherokee County Georgia; and being more particularly described as follows:

Beginning at a point on the south right-of-way of State Route No. 92, said point being 393.60 feet southeast along said right-of-way from the intersection of said right-of-way with the west line of Land Lot 1224; then traveling along said right-of-way the following courses and distances:

THENCE South 78 degrees 32 minutes 00 seconds East for a distance of 62.05 feet to a point;
 THENCE South 71 degrees 55 minutes 57 seconds East for a distance of 547.49 feet to a point;
 then leaving said right-of-way;
 THENCE South 19 degrees 10 minutes 47 seconds West for a distance of 174.89 feet to a point;
 THENCE South 29 degrees 51 minutes 32 seconds West for a distance of 829.54 feet to a point;
 THENCE South 70 degrees 02 minutes 06 seconds West for a distance of 223.21 feet to a point
 on the northeast right-of-way of Bells Ferry Road (100' R/W); then traveling along the northeast
 right-of-way of Bells Ferry Road;
 THENCE along a curve to the left having a radius of 2920.78 feet and an arc length of 40.14 feet,
 being subtended by a chord of North 15 degrees 12 minutes 03 seconds West for a distance of
 40.14 feet to a point; then leaving said right-of-way;
 THENCE North 70 degrees 02 minutes 06 seconds East for a distance of 194.07 feet to a point;
 THENCE North 04 degrees 22 minutes 42 seconds East for a distance of 65.07 feet to a point;
 THENCE North 60 degrees 13 minutes 30 seconds West for a distance of 85.71 feet to a point;
 THENCE South 70 degrees 03 minutes 44 seconds West for a distance of 164.96 feet to a point
 on the northeast right-of-way of Bells Ferry Road; then traveling along said right-of-way the
 following courses and distances:
 THENCE North 19 degrees 57 minutes 17 seconds West for a distance of 275.66 feet to a point;
 THENCE North 24 degrees 26 minutes 54 seconds West for a distance of 200.00 feet to a point;
 then leaving said right-of-way
 THENCE North 65 degrees 33 minutes 06 seconds East for a distance of 11.61 feet, to a point;
 THENCE along a curve to the left having a radius of 34.00 feet and an arc length of 21.18 feet,
 being subtended by a chord of North 47 degrees 42 minutes 19 seconds East for a distance of 20.84
 feet to a point;
 THENCE North 29 degrees 51 minutes 32 seconds East for a distance of 271.36 feet to a point;
 THENCE North 60 degrees 08 minutes 28 seconds West for a distance of 180.00 feet to a point;
 THENCE South 29 degrees 51 minutes 32 seconds West for a distance of 135.67 feet to a point
 on the west line of Land Lot 1224; then traveling along said land lot line
 THENCE North 00 degrees 35 minutes 05 seconds East for a distance of 190.92 feet to a point;
 then leaving said land lot line
 THENCE South 89 degrees 24 minutes 55 seconds East for a distance of 71.72 feet to a point;
 THENCE South 60 degrees 08 minutes 28 seconds East for a distance of 30.83 feet to a point;
 THENCE North 29 degrees 51 minutes 32 seconds East for a distance of 30.00 feet to a point;
 THENCE South 60 degrees 08 minutes 28 seconds East for a distance of 180.00 feet to a point;
 THENCE North 29 degrees 51 minutes 32 seconds East for a distance of 240.09 feet to the Point
 of Beginning.

Deed BK 13653 PG 341

Said property contains 13.455 acres more or less, as shown by plat entitled "ASBUILT SURVEY" of Cherokee Corners Shopping Center, prepared for Cherokee Corners Holdings, LLC, Georgia State Bank and Chicago Title Insurance Company, by Betterton Surveying & Design, Inc. certified by Robert B. Betterton, Georgia Registered Land Surveyor No. 2496, dated April 4, 2003, last revised June 26, 2003.

LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Right of Way Deed from Cherokee Corners Holdings, LLC to Department of Transportation, dated October 12, 2004, filed for record October 22, 2004 at 2:52 p.m., recorded in Deed Book 7455, Page 255, Records of Cherokee County, Georgia.

TOGETHER WITH those easement rights arising under that certain Reciprocal Deed of Declaration by and between W.T. Mobley, Jr., Ingles Markets, Inc., K-Mart Corporation, McDonald's Corporation, and Trust Company Bank, dated as of April 25, 1984, recorded in Deed Book 403, Page 214, Records of Cherokee County, Georgia.

ALSO TOGETHER WITH those easement rights arising under that certain Sanitary Sewer Easement Agreement by and between Child Care Leasing-A, Inc., a Texas corporation, William T. Mobley, Jr., and Kinder-Care Learning Centers, Inc., a Delaware corporation, dated May 2, 1990, recorded in Deed Book 881, Page 218, Records of Cherokee County, Georgia; and as re-recorded July 19, 1990, in Deed Book 883, Page 574, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Easement Agreement by and between W.T. Mobley, Jr. and McDonald's Corporation, a Delaware corporation, dated January 31, 1984, recorded in Deed Book 398, Page 115, Records of Cherokee County, Georgia; as amended by that certain Amendment and Consent to Easement Agreement by and between W.T. Mobley, Jr., McDonald's Corporation, a Delaware corporation and Trust Company Bank, successor by corporate merger to Bank of Woodstock, dated April 12, 1984, recorded in Deed Book 398, Page 124, aforesaid Records; as further amended by that certain Second Amendment and Consent to Easement Agreement by and between Cherokee Corners Holdings, LLC, McDonald's Corporation, a Delaware corporation and W.T. Mobley, Jr., dated May 5, 2004, recorded in Deed Book 7098, Page 318, aforesaid Records.

Also known as:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1224 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE NORTHWESTERN RIGHT OF WAY LINE OF SANTA FE TRAIL (RIGHT OF WAY VARIES) AND THE SOUTHWESTERN RIGHT OF WAY LINE OF STATE ROUTE 92 (RIGHT OF WAY VARIES), ALSO KNOWN AS ALABAMA ROAD; THENCE PROCEEDING ALONG SAID RIGHT OF WAY LINE OF STATE ROUTE 92 NORTH 69 DEGREES 11 MINUTES 39 SECONDS WEST A DISTANCE OF 98.28 FEET TO A POINT ON THE NORTHWESTERN BOUNDARY LINE OF NOWLIN STATION SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35, SAID POINT BEING THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING, AS THUS ESTABLISHED, LEAVING STATE

Deed BK 13653 PG 342

ROUTE 92 AND PROCEEDING WITH SAID BOUNDARY LINE OF NOWLIN STATION SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 35, THE FOLLOWING COURSES AND DISTANCES: SOUTH 20 DEGREES 59 MINUTES 43 SECONDS WEST A DISTANCE OF 133.03 FEET TO A 1/2 INCH REBAR SET AND SOUTH 31 DEGREES 40 MINUTES 28 SECONDS WEST A DISTANCE OF 829.54 FEET TO A 1/2 INCH REBAR SET AT THE NORTHEASTERN PROPERTY CORNER OF BANGERANG INVESTMENTS LLC AS RECORDED IN DEED BOOK 13121, PAGE 427; THENCE LEAVING NOWLIN STATION SUBDIVISION AND PROCEEDING WITH THE NORTHERN PROPERTY LINE OF BANGERANG INVESTMENTS LLC AS RECORDED IN DEED BOOK 13121, PAGE 427, SOUTH 71 DEGREES 51 MINUTES 02 SECONDS WEST A DISTANCE OF 222.97 FEET TO A NAIL SET ON THE NORTHEASTERN RIGHT OF WAY LINE OF BELLS FERRY ROAD (RIGHT OF WAY VARIES); THENCE PROCEEDING ALONG SAID RIGHT OF WAY LINE OF BELLS FERRY ROAD ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2920.79 FEET AND AN ARC LENGTH OF 40.01 FEET (SAID CURVE HAVING A CHORD BEARING OF NORTH 12 DEGREES 50 MINUTES 43 SECONDS WEST AND A CHORD DISTANCE OF 40.01 FEET) TO A RIGHT OF WAY MONUMENT FOUND AT THE SOUTHWESTERN PROPERTY CORNER OF KIDS HAVEN LEARNING CENTER INC. AS RECORDED IN DEED BOOK 8253, PAGE 453; THENCE LEAVING BELLS FERRY ROAD AND PROCEEDING WITH THE PROPERTY LINE OF KIDS HAVEN LEARNING CENTER INC. AS RECORDED IN DEED BOOK 8253, PAGE 453, THE FOLLOWING COURSES AND DISTANCES: NORTH 71 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 193.46 FEET TO A 1/2 INCH REBAR FOUND, NORTH 06 DEGREES 14 MINUTES 01 SECONDS EAST A DISTANCE OF 65.07 FEET TO A 1/2 INCH REBAR SET, NORTH 58 DEGREES 23 MINUTES 56 SECONDS WEST A DISTANCE OF 85.81 FEET TO A 1/2 INCH REBAR SET AND SOUTH 71 DEGREES 49 MINUTES 42 SECONDS WEST A DISTANCE OF 162.85 FEET TO A RIGHT OF WAY MONUMENT FOUND ON THE NORTHEASTERN RIGHT OF WAY LINE OF BELLS FERRY ROAD (RIGHT OF WAY VARIES); THENCE PROCEEDING ALONG SAID RIGHT OF WAY LINE OF BELLS FERRY ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 19 DEGREES 05 MINUTES 40 SECONDS WEST A DISTANCE OF 275.66 FEET TO A 1/2 INCH REBAR SET AND NORTH 21 DEGREES 55 MINUTES 05 SECONDS WEST A DISTANCE OF 200.00 FEET TO A NAIL SET; THENCE LEAVING BELLS FERRY ROAD AND PROCEEDING NORTH 67 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 11.61 FEET TO A POINT; THENCE PROCEEDING ALONG A CURVE TO THE LEFT WITH A RADIUS OF 34.00 FEET AND AN ARC LENGTH OF 21.18 FEET (SAID CURVE HAVING A CHORD BEARING OF NORTH 49 DEGREES 31 MINUTES 15 SECONDS EAST AND A CHORD DISTANCE OF 20.84 FEET) TO A NAIL SET; THENCE PROCEEDING NORTH 31 DEGREES 40 MINUTES 28 SECONDS EAST A DISTANCE OF 271.36 FEET TO A 1/2 INCH REBAR FOUND AT THE NORTHEASTERN PROPERTY CORNER OF MCDONALD'S CORPORATION AS RECORDED IN DEED BOOK 7098, PAGE 300; THENCE PROCEEDING WITH THE PROPERTY LINE OF MCDONALD'S CORPORATION AS RECORDED IN DEED BOOK 7098, PAGE 300, THE FOLLOWING COURSES AND DISTANCES: NORTH 58 DEGREES 19 MINUTES 32 SECONDS WEST A DISTANCE OF 180.00 FEET TO A 1/2 INCH REBAR SET AND SOUTH 31 DEGREES 40 MINUTES 28 SECONDS WEST A DISTANCE OF 135.67 FEET TO A 1/2 INCH REBAR SET ON THE DISTRICT AND LAND LOT LINE COMMON TO LAND LOT 1224 OF 15TH DISTRICT AND LAND LOT 1189 OF 21ST DISTRICT;

Deed BK 13653 PG 343

THENCE PROCEEDING ALONG SAID DISTRICT AND LAND LOT LINE NORTH 02 DEGREES 24 MINUTES 01 SECONDS EAST A DISTANCE OF 190.92 FEET TO A 1/2 INCH REBAR SET AT THE SOUTHWESTERN CORNER OF SBKFC HOLDINGS LLC AS RECORDED IN DEED BOOK 874, PAGE 192; THENCE LEAVING SAID DISTRICT AND LAND LOT LINE AND PROCEEDING WITH THE PROPERTY LINE OF SBKFC HOLDINGS LLC AS RECORDED IN DEED BOOK 874, PAGE 192, THE FOLLOWING COURSES AND DISTANCES: SOUTH 87 DEGREES 39 MINUTES 42 SECONDS EAST A DISTANCE OF 71.72 FEET TO A 1/2 INCH REBAR SET, SOUTH 58 DEGREES 11 MINUTES 59 SECONDS EAST A DISTANCE OF 30.83 FEET TO A 1/2 INCH REBAR SET AND NORTH 31 DEGREES 40 MINUTES 28 SECONDS EAST A DISTANCE OF 30.00 FEET TO A 1/2 INCH REBAR FOUND AT THE SOUTHWESTERN PROPERTY CORNER OF RUDI VILLAGE LLC AS RECORDED IN DEED BOOK 10926, PAGE 254; THENCE PROCEEDING WITH THE PROPERTY LINE OF RUDI VILLAGE LLC AS RECORDED IN DEED BOOK 10926, PAGE 254, THE FOLLOWING COURSES AND DISTANCES: SOUTH 58 DEGREES 19 MINUTES 32 SECONDS EAST A DISTANCE OF 180.00 FEET TO A NAIL SET AND NORTH 31 DEGREES 40 MINUTES 28 SECONDS EAST A DISTANCE OF 231.75 FEET TO A NAIL SET ON THE SOUTHWESTERN RIGHT OF WAY LINE OF STATE ROUTE 92 (RIGHT OF WAY VARIES), ALSO KNOWN AS ALABAMA ROAD; THENCE PROCEEDING ALONG SAID RIGHT OF WAY LINE OF STATE ROUTE 92 THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2811.67 FEET AND AN ARC LENGTH OF 186.78 FEET (SAID CURVE HAVING A CHORD BEARING OF SOUTH 73 DEGREES 25 MINUTES 22 SECONDS EAST AND A CHORD DISTANCE OF 186.75 FEET) TO A 1/2 INCH REBAR SET, SOUTH 66 DEGREES 14 MINUTES 27 SECONDS EAST A DISTANCE OF 114.25 FEET TO A NAIL SET, SOUTH 68 DEGREES 01 MINUTES 56 SECONDS EAST A DISTANCE OF 113.24 FEET TO A 1/2 INCH REBAR SET, SOUTH 69 DEGREES 11 MINUTES 39 SECONDS EAST A DISTANCE OF 196.95 FEET TO A NAIL SET AND SOUTH 20 DEGREES 59 MINUTES 43 SECONDS WEST A DISTANCE OF 22.31 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 578,618 SQUARE FEET OR 13.28 ACRES AND IS SHOWN ON THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY FOR SRPF A/CHEROKEE CORNERS, L.L.C., A10 CAPITAL, LLC, AND FIRST AMERICAN TITLE INSURANCE COMPANY, PREPARED BY TRAVIS PRUITT & ASSOCIATES, INC., BEARING THE SEAL AND CERTIFICATION OF JAIME F. HIGGINS, G.R.L.S. NO. 2802, DATED JUNE 10, 2015, AND AS LAST REVISED OCTOBER 15, 2015.

Tax Parcel ID: 15N06-182-B; 15N06-182-B01; 15N06-82-B02; 15N06-183

Street Address: 5500, 5530, 5598 Bells Ferry Road, Acworth, Georgia 30102
1033 (a.k.a. 6822) Highway 92, Acworth, Georgia 30102