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After recording, return to:
Calloway Title and Escrow, LLC
4800 Ashford Dunwoody Road, Suite 240
Atlanta, Georgia 30338
CT2-18793

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Filed: 04/24/2007 at 12:22:00 PM
Fee Amt: \$38.00 Page 1 of 15
Bibb County Superior Court
Dianne Brannen Clerk
BK 7468 PG 254-268

Clerk: Please cross-index to:
Book 1257, Page 892, and
Book 6051, Page 352

AGREEMENT FOR EASEMENTS

THIS AGREEMENT FOR EASEMENTS ("Agreement") dated and effective as of April 11, 2007 ("Effective Date"), made and entered into by and among SUMMIT MACON EQUITIES, LLC, SUMMIT CEEG IV, LLC, SUMMIT WEST 22, LLC, SUMMIT JHS, LLC and SUMMIT SEDGWICK, LLC, all of which are Delaware limited liability companies ("Tract A Owner"), and EVANS COMMERCIAL INVESTMENTS, LLC, a Georgia limited liability company, E.B. EVANS RETAIL PROPERTIES, LLC, a Georgia limited liability company, and SUMMIT CENTER AT THE MALL, LLLP, a Georgia limited liability company (collectively "Tract B Owner");

WITNESSETH:

WHEREAS, Tract A Owner is the owner of a certain parcel of real property of approximately 9.366 acres, located in Macon, Bibb County, Georgia ("Tract A"), more particularly described in Exhibit "A" attached hereto;

WHEREAS, Tract B Owner is the owner of certain real property of approximately 9.0 acres also located in Macon, Bibb County, Georgia ("Tract B"), more particularly described in Exhibit "B" attached hereto;

WHEREAS, Tracts A and B may be referred to herein individually or jointly as "Tracts";

WHEREAS, Tract A is developed as retail, commercial, hospitality, office or shopping center; and

WHEREAS, Tract B may be developed and this Agreement is intended to control the reciprocal easements on Tract A and Tract B, in the event that Tract B is developed in accordance herewith.

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to Tract A Owner and to Tract B Owner (each of whom, for itself and its successors-in-interest hereunder, is herein called a "Party", and both of whom, for themselves and their respective successors-in-interest, are herein called the "Parties"), and

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other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. PRELIMINARY MATTERS

1. Priority. This Agreement shall be duly recorded in the Records of the Clerk of Superior Court, Bibb County, Georgia (the "Public Land Records") on or about the Effective Date hereof. This Agreement is intended to be and shall remain superior in all respects to any present or future deed to secure debt or similar instrument granting a security interest in any Tract described herein (the same being herein called a "Mortgage" and the holder thereof being herein called a "Mortgagee"). Any attempt to subordinate this Agreement, or any of the easements, restrictions, rights, or obligations arising hereunder, to any such Mortgage shall be null and void and of no force and effect.

2. Purpose and Binding Effect. Whenever in this Agreement, an easement is established which burdens any Tract for the benefit of any other Tract, it is intended and understood that such burdens and benefits are to run with the title to each burdened Tract and each benefited Tract and are to be binding upon and inure to the benefit of the Owners of such Tracts and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns.

3. Rights Reserved. The record owner in fee simple (the "Owner") of each burdened Tract shall have the right to use such burdened Tract for any purpose which is not inconsistent with the easements burdening the same. Nothing contained in this Agreement shall constitute the dedication of any of the easements hereby created for the benefit of the public generally.

4. Enforcement. This Agreement may be enforced by the Owner of any Tract by an action or proceeding at law or in equity against any person, corporation, partnership, trust, or other legal entity (a "Person") violating or attempting to violate or circumvent the requirements of this Agreement, to restrain violations, to enjoin violations, and to recover damages for violations. The exercise of any remedies shall not be deemed to preclude the right to exercise any or all of the other rights and remedies which may be available at law or in equity. The failure, however long continued, to enforce any right, restriction, covenant, or condition contained in this Agreement shall not be deemed a waiver of the same and shall not bar or affect any other right or remedy arising under this Agreement. Notwithstanding the foregoing provisions of this paragraph, no Owner shall have the right to interfere with or prevent the use and enjoyment of any of the easements created hereby as a remedy for any such violation or attempted violation of this Agreement.

5. Duration. The easements created by this Agreement shall be perpetual and shall remain in full force and effect until and unless terminated or required by law. The easements provided for herein shall run with the land and shall constitute reciprocal benefits to and burdens

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upon the real property covered hereby, and shall inure to the benefit and shall be binding upon the successors and assigns of the parties.

6. Constructive Notice and Acceptance. Every Person who now owns or hereafter acquires any right, title, estate, or other interest in or to any of the Tracts described herein, or any part thereof, is and shall be conclusively deemed to have consented and agreed to each of the easements created hereby and to all other terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such interest was acquired.

7. Miscellaneous. The Parties hereto do hereby further acknowledge and agree that:

(a) The headings or titles of the sections and subsections of this Agreement are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Agreement;

(b) If any provision of this Agreement, or the application of such provision to any Person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any Person or circumstance, other than the Person or circumstance to which it is held invalid, shall not be affected thereby;

(c) In the event of any conflict between any provision of any applicable law, ordinance, statute, rule, or regulation of any governmental body or agency having jurisdiction (collectively, the "Governmental Requirements") and any provision of this Agreement, the more restrictive provision shall be controlling;

(d) Should ownership of all or any part of any Tract described in this Agreement be transferred, then the transferor shall thereafter have no further liability for the payment or performance of any obligation relating to such transferred land and arising under this Agreement, except to the extent that such obligation accrued during the period of its ownership of such transferred land, and the transferee shall by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement;

(e) This Agreement may not be amended so as to modify the rights or obligations relating to any Tract described herein without the prior written consent of each Owner and Mortgagee shown by the Public Land Records to have a recordable interest in such Tract;

(f) Any amendment to this Agreement shall be in writing, shall be executed by each and every Person who has the right to consent thereto, and shall be duly recorded in the Public Land Records;

(g) No waiver of any right or obligation created or arising under this Agreement shall be binding upon any Owner or Mortgagee of any of the Tracts described herein unless such waiver is in writing and signed by the Owner or Mortgagee against whom enforcement thereof is sought;

(h) No failure of any Owner, Mortgagee, or other Person benefited by any provision of this Agreement to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such Person to demand exact compliance with the terms hereof;

(i) Each of the exhibits referred to herein and attached hereto shall be and are hereby incorporated herein by this reference, in the same manner and with the same effect as if fully set forth herein at each place where reference is made thereto; and

(j) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

2. EASEMENTS

1. Access Easements. The access easements hereafter granted in this Section 1 shall become effective upon (i) the construction of a building on any part of Tract B for retail, commercial, hospitality, office or any other use approved by Tract A Owner, and (ii) the designation in writing by Tract B Owner of one or more roads or driveways located on Tract B as being a Common Driveway (hereafter defined), subject to the following provisions:

(a) Tract A Owner hereby grants, transfers and conveys unto Tract B Owner, its successors and assigns, a non-exclusive, perpetual access easement for vehicular (excluding trucks and service vehicles) and pedestrian access to and from Tract B and Tract A over and across all access roads and driveways now or hereafter located on Tract A. Such access roads and driveways now or hereafter located on Tract A shall be deemed to be Common Driveways subject to the provisions of this Agreement;

(b) Tract B Owner hereby grants, transfers and conveys unto Tract A Owner, its successors and assigns, a non-exclusive, perpetual access easement for vehicular (excluding trucks and service vehicles) and pedestrian access to and from Tract B and Tract A over and across any access road or driveway located on Tract B which is hereafter designated in writing by Tract B Owner as being a Common Driveway subject to the provisions of this Agreement;

(c) All access roads and driveways which are subject to the access easements herein granted, including the common lanes or driveways in the parking areas of the respective properties, are herein sometimes referred to as "Common Driveway" or "Common Driveways";

(d) Provided a building which meets the criteria set forth above has been completed on Tract B, and Tract B Owner has designated a road or driveway on Tract B as being a Common Driveway subject to the provisions of this Agreement and Tract A Owner has received written notice of such designation, each party may, at its sole cost and expense, connect the Common Driveway(s) on its property to the Common Driveway(s) on the other property. Any such connections shall not interfere with the use and/or configuration of the respective driveways, utilities and/or parking spaces for either property without written approval of the other party. The plans and/or specifications for any such work to connect a Common Driveway to another property or to create Common Driveways shall be subject to the prior written approval of the owner of the other property to which any such connection is to be made, which approval shall not be unreasonably withheld or delayed. The owner of the applicable property shall obtain all required permits and approvals as necessary to complete such work. Any such work shall be completed in a good and workmanlike manner in compliance with all applicable laws, regulations and codes and free of all mechanics' liens. Any party which undertakes any work to create a Common Driveway between the other property shall indemnify, hold harmless and defend the other owner as to any and all mechanic's liens filed against the property of the other owner as a result of any such work. Once Common Driveways are connected between each property, the parties agree to not barricade or prevent access to and from their respective properties. Notwithstanding the aforesaid, each party will retain the right to temporarily restrict access to its property, without materially affecting the access rights of the other party, if deemed necessary to prevent the transfer of property rights, other than merely easement access rights, to the other party.

2. Tract B Existing Road. Tract B Owner hereby grants to Tract A Owner the right to use the existing road on Tract B, as shown on attached Exhibit "C" (the "Existing Road"), for ingress and egress, both vehicular (excluding trucks and service vehicles) and pedestrian, to and from Tract A across the Existing Road on Tract B. Neither party shall barricade the Existing Road unless a building is completed on Tract B, and, after completion, Tract B Owner fails to designate the Existing Road as a Common Driveway. If any building is completed on Tract B and the existing road is not designated by Tract B Owner as a Common Driveway, either party shall have the right to barricade the Existing Road at the connection point indicated on the attached Exhibit "C". If Tract B Owner designates the Existing Road as a Common Driveway after either party has placed a barricade at the connection point, such barricade shall be removed at the cost and expense of Tract B Owner. Exhibit "C" is an As-Built Survey for Summit Retail Park dated June 2, 2005, and last revised July 14, 2005, prepared by Robert W. Hurley, III, Georgia Registered Land Surveyor No. 2184, a reduced copy of which is attached hereto as Exhibit "C", and is by this reference incorporated herein and made a part hereof.

3. Truck Easement. Tract A Owner hereby grants to Tract B Owner a non-exclusive permanent easement, for service vehicles and trucks accessing Tract B, over the delivery service road behind the existing buildings on the westerly portion of Tract A, between Mercer University Drive and Tract B ("Truck Easement"). Use of this Truck Easement for the benefit of Tract B may commence after any building on Tract B has been completed, and

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regardless of any provisions herein otherwise, shall not be relocatable once use of the Truck Easement has commenced.

4. Maintenance. The parties agree that each shall be responsible for the maintenance and repair of the Common Driveways located on their respective properties, including the Truck Easement located on Tract A, without any contribution or payment for same from the other party. However, if damage is caused by the owner(s) of the other property, or by such other owner(s)' tenants, subtenants, employees, suppliers, contractors, guests or invitees, such owner(s) of the other property shall be responsible for paying to repair such damage.

5. Configuration of Driveways. Except for the Truck Easement, each party may change the configuration of their respective Common Driveways without the consent or approval of the owner(s) of the other property. Such configuration may occur even though it may result in changing the Common Driveways between the properties. If any such reconfiguration occurs, the other party may, if necessary, reconnect the Common Driveways from its property to the reconfigured Driveway. The Common Driveways to which this easement applies shall automatically be changed based on any such subsequent reconfiguration and/or reconnection between the properties.

6. Insurance. Prior to any easement herein granted becoming effective, each party shall name the other party as an additional insured on their respective commercial general liability policies.

7. 1976 Reciprocal Easement Agreement. This Agreement supercedes and replaces the Reciprocal Easement Agreement dated February 10, 1976, among Frank C. Amerson, Jr., E. Baxter Evans and Whitney T. Evans, Jr. which is recorded in Deed Book 1257, Page 892, Clerk's Office, Superior Court of Bibb County, Georgia, as amended by the Reaffirmation and Amendment of Reciprocal Easement Agreement dated December 30, 2003, between Summit Center at the Mall, LLLP, Evans Commercial Investments, LLC and E.B. Evans Retail Properties, LLC, parties of the first part, and Bloomfield Retail Properties, LLC, Mallview Investments and B. Evans Commercial Properties, LLC, parties of the second part, which Reaffirmation and Amendment is of record in Deed Book 6051, Page 352, said Clerk's Office. The termination of the 1976 Reciprocal Easement Agreement, as amended, shall become effective upon execution of this Agreement by the parties, and the execution of the Consents of the Tract A Mortgagee and the Tract B Mortgagee, copies of which Consents are attached hereto as Exhibits "D" and "E".

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal, as of the date first above written.

As to all Tract A Owners:

Signed, sealed and delivered in the presence of:



Witness



Notary Public
My commission expires: 1/5/11

STACEY P. COHAN
Notary Public, State of New York
No. 02CO6093348
Qualified in New York County
Commission Expires January 5, 20 11

TRACT A OWNER:
Summit Macon Equities LLC,
a Georgia limited liability company

By: Summit Equities Holding Corp.,
a Delaware corporation, its Manager

By: _____
Francis Greenburger, President

Summit CEEG IV LLC
Summit West 22 LLC
Summit JHS LLC
Summit Sedgwick LLC

each a Delaware limited liability company

By: _____
Francis Greenburger, Manager

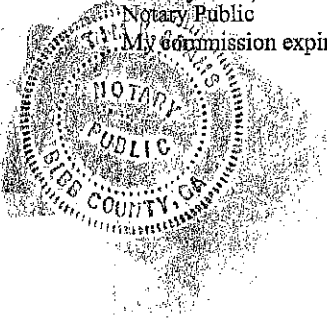


(Additional Signatures on Following Page)

As to all Tract B Owners
Signed, sealed and delivered
in the presence of:

Donna Jewell
Witness

Mark Adams
Notary Public
My commission expires: 12/11/07



TRACT B OWNER:

EVANS COMMERCIAL INVESTMENTS, LLC,
a Georgia limited liability company

By: W. Tyler Evans Jr
Printed Name: W. TYLER EVANS JR
Title: MANAGER

E.B. EVANS RETAIL PROPERTIES, LLC
a Georgia limited liability company

By: [Signature]
Printed Name: E. BAXTER EVANS
Title: MANAGER

SUMMIT CENTER AT THE MALL, LLLP,
a Georgia limited liability limited partnership

By: [Signature]
Printed Name: E. BAXTER EVANS
Title: General Partner

By: W. Tyler Evans Jr
W. TYLER EVANS JR
GENERAL PARTNER

EXHIBIT "A"

(Legal Description of Tract A)

Summit at the Mall Shopping Center

All that tract or parcel of land lying and being in Land Lots 118 and 149 of the Fourth Land District of Bibb County, Georgia, and more particularly described as follows:

BEGINNING at a point, marked with a rebar, at the intersection of Mercer University Drive and Bloomfield Road, said rebar is at the point of tangency of the Mercer University Drive right of way radius; thence S26°04'15"W, along the right of way of Bloomfield Road for a distance of 48.09' to a point marked with a rebar; thence along a curve having a radius of 2043.48' and a chord bearing of S27°52'30"W, 128.37' to a point marked with a cotton spindle; thence leaving the right of way of Bloomfield Road N59°14'45"W 178.72' to a point marked with a cotton spindle; thence S30°49'30"W, 145.39' to a point marked with a rebar; thence S59°17'00"E, 176.45' to a point marked with a rebar on the right of way of Bloomfield Road thence along a curve having a radius of 2043.48' and a chord bearing of S34°37'30"W, 62.93' to a point marked with a rebar at the point of tangency in the right of way of Bloomfield Road; thence continuing along the right of way of Bloomfield Road S35°27'30"W for a distance of 92.31' to a point marked with a cotton spindle; thence S35°27'30"W 136.84' to a point marked with a rebar; thence leaving the right of way of Bloomfield Road, N59°06'45"W, 155.49' to a point marked with a cotton spindle; thence S30°53'15"W, 80.00' to a point marked with a rebar; thence N59°06'45"W, 493.88' to a point marked with a rebar; thence N28°01'00"E, 403.40' to a point marked with a rebar; thence S59°11'45"E, 96.41' to a point marked with a rebar; thence N30°40'00"E, 263.47' to a point on the right of way of Mercer University Drive; thence along the right of way of Mercer University Drive S64°32'00"E, 281.50' to a point; thence N30°40'45"E, 11.05' to a point; thence S64°30'30"E, 265.21' to a point; thence along a curve having a radius of 40.0' and a chord bearing of S19°14'45"E, 56.88' to a point marked with a rebar and the POINT OF BEGINNING; together with reciprocal easement rights and obligations as set forth in the Reciprocal Easement Agreement executed by Frank C. Amerson, Jr., Whitney T. Evans, Jr. and E. Baxter Evans dated February 10, 1976, and recorded in Deed Book 1257, Page 892, Clerk's Office, Superior Court of Bibb County, Georgia, as modified by Reaffirmation and Amendment of Reciprocal Easement Agreement dated December 30, 2003, recorded on December 31, 2003, in Deed Book 6051, Page 352, Clerk's Office, Superior Court of Bibb County, Georgia.

The property described above is identified as Parcel 3 on the plat entitled ALTA/ACSM Land Title Survey for Lehman Brothers Bank, FSB, et.al., dated November 9, 2003 (and revised December 9, 2003), prepared by Robert W. Hurley, III, Georgia Registered Land Surveyor No. 2184, and recorded in Plat Book 91, Page 108, Clerk's Office, Superior Court of Bibb County, Georgia, which plat is by this reference incorporated herein and made a part hereof.

Outparcels 1 and 2

All those tracts or parcels of land lying and being in Land Lots 118 and 149 of the Fourth Land District which are identified as Parcels 1 and 2 on the Plat entitled ALTA/ACSM Land Title Survey for Lehman Brothers Bank, FSB, et.al., dated November 9, 2003 (and revised December 9, 2003), prepared by Robert W. Hurley, III, Georgia Registered Land Surveyor No. 2184, and recorded in Plat Book 91, Page 108, Clerk's Office, Superior Court of Bibb County, Georgia. Parcels 1 and 2 have the metes, bounds and dimensions as shown on said Plat, which Plat is by this reference incorporated herein and made a part hereof.

EXHIBIT "B"

(Legal Description of Tract B)

Undeveloped Property

All that tract or parcel of land lying and being in Land Lots 118 and 149, Fourth Land District, Macon, Bibb County, Georgia, and shown as Tract L, Parcel A, and Parcel B, on an as-built survey for Summit Center at the Mall dated September 26, 2002, prepared by Robert W. Hurley, III, and recorded in Plat Book 90, Page 718, Clerk's Office, Superior Court of Bibb County, Georgia. Said property contains 8.095 acres, in the aggregate, and has such size, shape and dimensions as shown on said plat, which plat is by this reference thereto incorporated herein and made a part hereof.

(3745 Stacy Drive)

All that tract or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia, in Land Lot 118, of the Fourth Land District, and being known as Lot 4, Slumber Hill Subdivision, as shown by a subdivision plat of Slumber Hill of record in Plat Book 32, Folio 154, Clerk's Office, Bibb Superior Court. Said lot has such metes, bounds and dimensions as shown by said plat which by this reference is made a part hereof.

This is the same property conveyed to Kimberly M. Hawkins and Connie L. Hawkins by the Administrator of the Estate of Peggy Joyce Tyner Carden dated April 5, 1996, and recorded in Deed Book 2842, Page 1, Clerk's Office, Superior Court of Bibb County, Georgia, and also the same property conveyed to Grantor by Kimberly M. Hawkins pursuant to a deed dated September 10, 1999, and recorded in Deed Book 4550, Page 113, said Clerk's Office.

3729 Stacy Drive

All that tract or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia and being known as Lot 3, Slumber Hill Subdivision, as shown by a subdivision plat of Slumber Hill of record in Plat Book 32, Folio 154, Clerk's Office, Bibb Superior Court. Said lot has such metes, bounds and dimensions as shown by said plat which by this reference is made a part hereof.

This is the same property conveyed to Ronald L. Maclin by Ellen J. Hodge, as Administrator of the estate of Edgar Durrell Johnson, pursuant to a Deed dated August 5, 1993, which is recorded in Deed Book 2352, Page 141, Clerk's Office, Superior Court of Bibb County, Georgia.

3737 Stacy Drive

All that tract or parcel of land situate, lying and being in the City of Macon, Bibb County, Georgia, in Land Lot 118, of the Fourth Land District, and being known as Lot 5, Slumber Hill Subdivision, as shown by a subdivision plat of Slumber Hill of record in Plat Book 32, Folio 154, Clerk's Office, Bibb Superior Court. Said lot has such metes, bounds and dimensions as shown by said plat which by this reference is made a part hereof.

This is the same property conveyed to Grantor by Grace F. Welch pursuant to a deed dated October 1, 1999, and recorded in Deed Book 4539, Page 78, Clerk's Office, Superior Court of Bibb County, Georgia.

This conveyance is subject to a 10-foot easement for sewer purposes in favor of the City of Macon dated September 29, 1964, and recorded in Deed Book 937, Page 725, said Clerk's Office.

EXHIBIT "C"

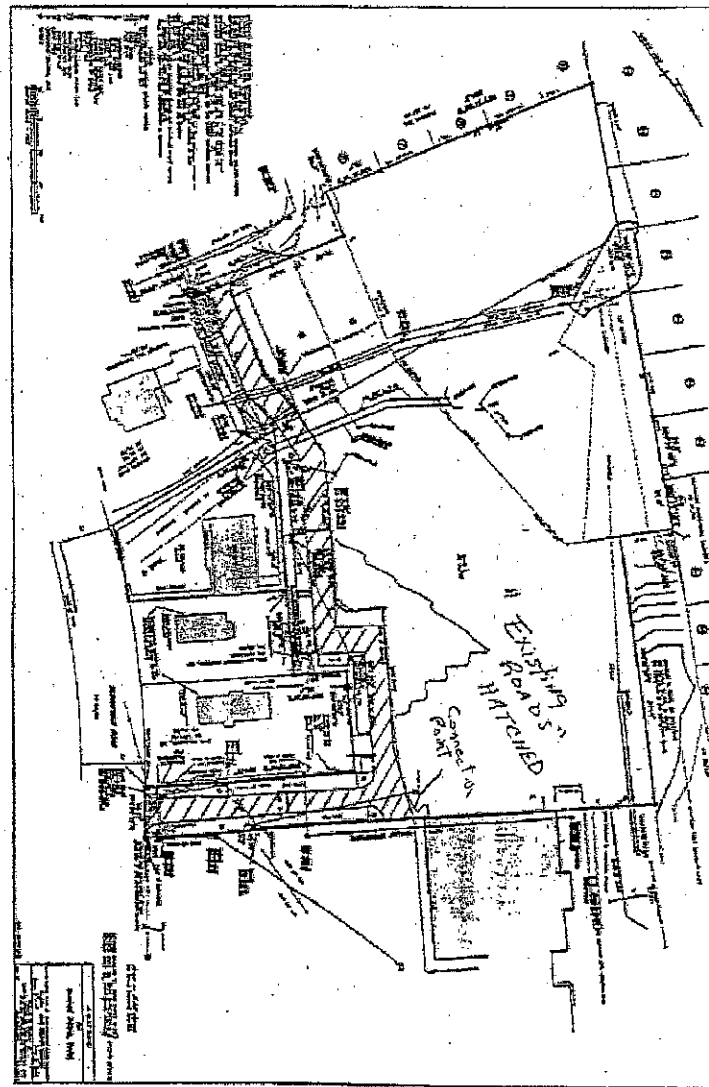


EXHIBIT "D"

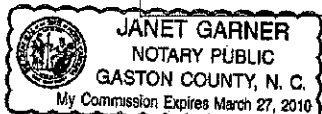
CONSENT OF TRACT A MORTGAGEE

FOR VALUE RECEIVED, the undersigned assignee of the Assignment/Transfer of (Lien of) of Mortgage/Deed to Secured Debt/Beneficial Interest recorded in Deed Book 6363, Page 290, records of Bibb County, Georgia, Wells Fargo Bank, N.A., as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2004-C4, Commercial Mortgage Pass-Through Certificates, Series 2004-C4, as holder of the Deed to Secure Debt executed in favor of Lehman Brothers Bank, FSB, covering all of Tract A (except for two outparcels) and recorded in Deed Book 6069, Page 102, records of Bibb County, Georgia (said instruments, together with any and all other loan documents evidencing and/or securing the indebtedness described therein, being hereinafter collectively referred to as the "Loan Documents"), which encumber part of the lands described in this Agreement, does hereby acknowledge, consent to, and agree to be bound by this Agreement and does hereby further agree that any sale of any part of the lands described in this Agreement made pursuant to the power of sale granted by the Loan Documents shall be in subject to this Agreement and to all easements, restrictions, rights and obligations arising under this Agreement.

Also, the undersigned consents to the termination of the Reciprocal Easement Agreement dated February 10, 1976, which is recorded in the Clerk's Office of the Superior Court of Bibb County, Georgia in Deed Book 1257, Page 892, as amended by the Reaffirmation and Amendment of Reciprocal Easement Agreement dated December 30, 2003, which is recorded in Deed Book 6051, Page 352, said Clerk's Office.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal, as of the date first above written.

Signed, sealed and delivered in presence of Shawn Baker Unofficial Witness
Janet Garner
Notary Public
MY COMMISSION EXPIRES: 3-27-2010



WELLS FARGO BANK, N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF LB-UBS COMMERCIAL MORTGAGE TRUST 2004-C4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-C4

By: Wachovia Bank, National Association, solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of May 11, 2004

By: Matthew Liebler
Name: Matthew Liebler
Title: Vice President

EXHIBIT "E"

CONSENT OF TRACT B MORTGAGEE

FOR VALUE RECEIVED, the undersigned, RBC Centura Bank, successor by merger to Flag Bank, the grantee in the Deed to Secure Debt recorded in Deed Book 5014, Page 74, Clerk's Office, Superior Court of Bibb County, Georgia, as holder of said Deed to Secure Debt which encumbers Tract B, and the indebtedness secured thereby, does hereby acknowledge, consent to, and agree to be bound by this Agreement and does hereby further agree that any sale of any part of the lands described in this Agreement made pursuant to the power of sale granted by the Deed to Secure Debt shall be made subject to this Agreement and to all easements, restrictions, rights and obligations arising under this Agreement. 5490, 191; 5829, 173; 5899, 207.

Also, the undersigned consents to the termination of the Reciprocal Easement Agreement dated February 10, 1976, which is recorded in the Clerk's Office of the Superior Court of Bibb County, Georgia in Deed Book 1257, Page 892, as amended by the Reaffirmation and Amendment of Reciprocal Easement Agreement dated December 30, 2003, which is recorded in Deed Book 6051, Page 352, said Clerk's Office.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the 10th day of April, 2007.

Signed, sealed and delivered in the presence of:

RBC CENTURA BANK

Dominick S. Garcia
Witness

By: *[Signature]*
Printed Name: E. Max Cecak
Title: Regional Mgr. Business Bank

Lori S. Pinnell
Notary Public

My commission expires  LORI S. PINNELL
Notary Public
STATE OF GEORGIA
My Comm. Exp. 8/4/07

