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Fee Amt: \$36.00 Page 1 of 14  
Bibb County Superior Court  
Dianne Brannen Clerk  
BK 7468 PG 240-253

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

Note to Clerk:  
Please cross-reference with the Lease/  
License of Pylon Panels Recorded at  
Deed Book 6062, Page 159, Records of  
the Superior Court Clerk of Bibb County, Georgia

STATE OF GEORGIA  
COUNTY OF BIBB

PYLON PANEL LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated and effective as of April 11, 2007 ("Effective Date"), made and entered into by and between SUMMIT MACON EQUITIES, LLC, SUMMIT CEBG 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; and

WHEREAS, Tract B Owner is the owner of certain real property of approximately 9.00 acres also located in Macon, Bibb County, Georgia ("Tract B"), more particularly described in

Exhibit "B" attached hereto; and  
H:\TKA\Tyler Evans\summit\Jerneb\Pylon License Agr (4-9-07 TKA).doc  
4/9/07 4:57 p.m.

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

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

WHEREAS, Tract B may be developed; and

WHEREAS, there is a pylon panel sign located on the Mercer University Drive side of  
Tract A, which sign presently has seven (7) panels (the "Pylon Sign"); and

WHEREAS, Tract A Owner purchased Tract A from Bloomfield Retail Properties, LLC,  
Mallview Investments, LLC and B. Evans Commercial Properties, LLC ("Prior Owner")  
immediately prior to the execution of this Agreement; and

WHEREAS, Prior Owner entered into a Lease/License of Pylon Panels dated December  
30, 2003 (the "2003 Agreement"), with Tract B Owner, which Agreement is of record in the  
Clerk's Office of the Superior Court of Bibb County, Georgia in Deed Book 6062, Page 159; and

WHEREAS, Tract A Owner has requested that the 2003 Agreement be cancelled, and  
Tract B Owner is willing to cancel the 2003 Agreement in consideration of Tract A Owner  
entering into the within Pylon Panel License Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants contained  
herein, the sum of TEN DOLLARS (\$10.00) in hand paid to Tract A Owner by Tract B Owner,  
and other good and valuable considerations, the receipt and sufficiency whereof are hereby  
acknowledged, the Parties hereto do hereby agree as follows:

1. In the event Tract B Owner (a) sells or leases a parcel(s) on Tract B which  
consists of 4,000 or more square feet of gross leasable area of retail space to a national or

regional tenant or a purchaser which plans to use Tract B to operate its business ("User"), whose use (i) does not directly compete with any of Tract A Owner's tenants or yet is otherwise deemed acceptable to Tract A Owner, even though not directly competitive with a Tract A tenant, and (ii) does not violate an exclusive use by any Tract A tenant, or yet is otherwise deemed acceptable to Tract A Owner, notwithstanding such exclusivity, and (b) such User(s) (not to exceed two) has/have requested the use of one (or two, if there are two Users) panel(s) on the Pylon Sign, Tract B Owner shall request in writing to Tract A Owner that each such User be allowed a panel on the existing Pylon Sign, subject to Tract B Owner obtaining all required local governmental agency permits and approvals.

2. If there are sign panels available on the Pylon Sign, and the User(s) meets the conditions set forth in paragraph 1 above, each User (not to exceed two) shall have the license and right to use one of the available sign panels, as designated by Tract A Owner. If there are two Users and only one sign panel is available on the existing Pylon Sign, or if no panels are available for either User, Tract B Owner shall have the right to increase the height and/or width of the existing Pylon Sign to accommodate up to two additional sign panels. If one of the Users also meets the criteria set forth in paragraph 3 below (the "Major User"), such User shall be entitled to use the top panel, if it is available, and if the top panel is not available, Tract B Owner shall have the right to increase the height and/or width of the Pylon Sign so that such Major User will have the top panel.

3. To qualify for the right to use the top panel, the User must use for its own business purpose or lease at least 25,000, or more, square feet of gross leasable area of retail space on Tract B, and have a credit rating equal to or greater than BBB as set forth on Standard

and Poors.

4. While a User who meets the qualifications set forth in paragraph 3 above will be entitled to the top panel, Tract A Owner will have the right to designate the panel(s) which the other User, or Users, can use.

5. If Tract B Owner has the right to increase the height and/or width of the Pylon Sign and exercises that right, Tract B Owner shall be responsible for paying all expenses incurred in connection therewith and shall be responsible for obtaining all governmental permits and approvals.

6. The design of any pylon panel expansion, and also the design and size of panels to be used by Tract B Users will be subject to the written approval of plans and specifications by Tract A Owner, such approval not to be unreasonably withheld.

7. Tract A Owner agrees that with respect to approvals and/or consents which it must give, such approvals/consents will not be unreasonably withheld, provided the User(s) to be added to the pylon sign is compatible with tenants of Tract A Owner, and would be a benefit to Tract A. For example, the parties agree that increased exposure to Tract A by adding quality users typically found within or adjacent to a shopping center would benefit Tract A, including restaurants, health clubs, theaters, and the like.

8. Tract B Owner or a subsequent purchaser or tenant may not use any sign panel for the purpose of advertising land for sale/lease or a building for lease.

9. If a User which has a panel on the pylon sign ceases to be a tenant or owner of property located on Tract B, then Tract B Owner shall, at its sole cost and expense, promptly remove such sign panel. If Tract B Owner fails to remove such panel within ten (10) days after

written demand to Tract B Owner by Tract A Owner, then Tract A Owner may remove such panel at the sole cost and expense of Tract B Owner. If there is another User who meets the conditions set forth in Section 1 above, such User may use the vacated panel.

10. Tract A Owner may at any time modify the location, style, lettering and/or design of the Pylon Sign and the panels (except Tract A Owner shall not have the right to interfere with the right of a User who meets the criteria of Sections 1 and 3 above to use the top panel). Tract B Owner shall pay for its pro-rata share of the maintenance, repair and/or replacement of the Pylon Sign. If Tract B Owner fails to pay its pro-rata share of such cost within thirty (30) days after written demand for payment, then this license shall automatically be terminated and Tract A Owner may remove the panels at the sole cost and expense of Tract B Owner.

11. Tract A Owner hereby grants to Tract B Owner and its successors and assigns the right to use a name related, or similar, to any shopping center now or hereafter located on Tract A. Without limiting the generality of the foregoing, Tract A Owner grants to Tract B Owner the right to use the name "Summit Retail Park" in connection with the ownership, use and development of Tract B.

12. This License Agreement, and the rights granted herein, shall run with the land and shall inure to the benefit of, and shall be binding upon, the successors and assigns of Tract A Owner, including any subsequent owner of Tract A, and shall inure to the benefit of, and be binding upon, any subsequent owners of property located on Tract B, to whom Tract B Owner assigns rights granted to Tract B Owner in this Agreement.

13. The license created by this Agreement shall be perpetual and shall remain in full force and effect until and unless terminated or required by law. Each entity or 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 licenses 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 instrument was acquired.

14. 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.

15. 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.


16. This Agreement supercedes and replaces the Lease/License of Pylon Panels recorded at Deed Book 6062, Page 159, records of Bibb County, Georgia, which agreement is hereby terminated with consents of the Tract A Mortgagee and the Tract B Mortgagee attached hereto as Exhibits "C" and "D".


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

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. 02006093348  
Qualified in New York County  
Commission Expires January 5, 2011


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 S Jewell  
Witness

Tom K 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: E. Baxter Evans  
Printed Name: E. BAXTER EVANS  
Title: MANAGER

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

By: E. Baxter Evans  
Printed Name: E. Baxter Evans  
Title: Gen. 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 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"

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 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 made subject to this Agreement and to all easements, restrictions, rights and obligations arising under this Agreement.

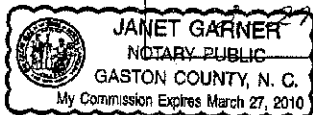
Also, the undersigned consents to the termination of the Lease/License of Pylon Panels dated December 30, 2003, which is recorded in the Clerk's Office of the Superior Court of Bibb County, Georgia in Deed Book 6062, Page 159.

IN WITNESS WHEREOF, the undersigned has executed this Consent under seal as of the 11<sup>th</sup> day of April, 2007.

Signed, sealed and delivered in  
presence of  
Shirley Baker  
Unofficial Witness

Janet Garner  
Notary Public

MY COMMISSION EXPIRES: 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

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EXHIBIT "D"

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 5614, Page 74, 5496, 191; 5729, 173; Clerk's Office, Superior Court of Bibb County, Georgia, as holder of said Deed to Secure Debt 5899, 307, 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.

Also, the undersigned consents to the termination of the Lease/License of Pylon Panels dated December 30, 2003, which is recorded in the Clerk's Office of the Superior Court of Bibb County, Georgia in Deed Book 6062, Page 159.

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

Signed, sealed and delivered in the presence of:

RBC CENTURA BANK

*Donquinn H. Gorman*  
Witness

By: *[Signature]*  
Printed Name: *E. Max Crank*  
Title: *REGIONAL MGR. BUSINESS BANKING*

*Lori S. Pinnell*  
Notary Public  
My commission expires

