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Fee Amt: Page 1 of 14
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 1759 PG 286-299

STORE NO.:

SITE:

MIRROR LAKE AND CONNERS ROAD,
VILLA RICA, DOUGLAS COUNTY,
GEORGIA

SHOPPING

CENTER:

THE VILLAGE AT MIRROR LAKE

STOREROOM:

38,997 Square Feet

EXCEPTION 10
Schedule B - Part II
RTG#2-14163

MEMORANDUM OF LEASE

23rd THIS MEMORANDUM OF LEASE is made and entered into as of the *23rd* day of *May*, 2003, by and between SOFRAN MIRROR LAKE, L.P., a Georgia limited partnership (hereinafter referred to as "Landlord") and PUBLIX SUPER MARKETS, INC., a Florida corporation, (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain lease agreement (hereinafter referred to as the "Lease") of even date herewith; and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Landlord. The name and address of Landlord are as follows:

Sofran Mirror Lake, L.P.
6160 Peachtree Dunwoody Road
Building C-100
Atlanta, Georgia 30328
ATTN: Frank E. Scott

2. Tenant. The name and address of Tenant are as follows:

Publix Super Markets, Inc.
3300 Airport Road
Lakeland, Florida 33811
ATTN: John Frazier,
Vice President, Real Estate

3. Date of Lease. The Lease is dated as of the *23rd* day of *May*, 2003.

4. Commencement Date. The Commencement Date shall be the first to occur of the following two dates: (i) the date upon which Tenant shall open the Premises for business with the public; or (ii) the date which is forty-five (45) days after the date on which a Certificate of Substantial Completion is issued by Tenant's architect or Tenant's duly authorized representative.

5. Term. The term of the Lease shall consist of the following:

(a) Initial Period. An initial period of twenty (20) years beginning on the Commencement Date and ending twenty (20) years from the first day of the calendar month immediately succeeding the Commencement Date; and

RETURN TO: 2-12404
ANSLEE M. FOSTER
RAMSAY TITLE GROUP, LLC
6400 ATLANTIC BOULEVARD, SUITE 170
NORCROSS, GEORGIA 30071
(770) 447-0976

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(b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of twenty (20) years for six (6) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.

6. Shopping Center. The Shopping Center shall consist of the Shopping Center Tract together with those buildings and Common Area improvements constructed from time to time on the Shopping Center Tract as such buildings and Common Area improvements are depicted on the Site Plan. The Shopping Center shall at all times during the Term be known as The Village at Mirror Lake.

7. Shopping Center Tract. That certain tract of real property, excluding the Outparcels, as depicted on the Site Plan, and being more particularly described in Exhibit "B" attached hereto and incorporated herein.

8. Premises. The Premises consist of: (i) a Storeroom containing 38,997 square feet of interior ground floor area, (ii) the Sidewalk Area, and (iii) the Service Area, which Premises is substantially depicted and so designated and outlined in red on the Site Plan attached hereto as Exhibit "A" and by reference thereto incorporated herein.

9. Outparcels. Outparcels 1, 2, 3, and 4 as depicted and so designated on the Site Plan, and being more particularly described in Exhibit "B-1" attached hereto and incorporated herein, each of which may be referred to individually as an "Outparcel". If on the date of this Lease Outparcels are neither depicted or designated on the Site Plan nor described in Exhibit "B-1", then the term "Outparcels" or "Outparcel" shall be deemed to refer collectively or individually, as the case may be, to any Outparcels which may be created subsequent to the date of this Lease in accordance with the terms and provisions of this Lease.

10. Exclusive Uses. Article 16 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Shopping Center, which Article 16 is hereinafter reprinted.

16. USE

16.01 Permitted Uses. Subject to the provisions of Paragraph 16.03 of this Lease, entitled "Prohibited Uses" and the Permitted Title Exceptions, Tenant shall have the right to use and occupy the Premises for any lawful purpose.

16.02 Exclusive Uses.

(a) Exclusive Uses. Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Shopping Center and Outparcels to: (i) operate a grocery supermarket, bakery, delicatessen, and fish market; (ii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (iii) engage in retail sales of items of food for "off-premises" consumption.

(b) Exceptions to Exclusive Uses. The terms and provisions of Paragraph 16.02(a) of this Lease, entitled "Exclusive Uses", to the contrary notwithstanding, occupants of the Shopping Center, and occupants and owners of the Outparcels, as well as adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions", shall not be prohibited from engaging in the operation of: (i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises; (ii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such

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restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes (e.g. in a 1,000 square foot restaurant in which an aggregate of 300 square feet of Leasable Floor Area is devoted to kitchen and food preparation, the area utilized for seated dining purposes must be at least 490 square feet of Leasable Floor Area); (iii) a health food store or nutrition center, provided that the Leasable Floor Area devoted to such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), candy store, or a pizza, Chinese, Mexican, or similar type pickup or delivery outlet; (iv) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products (excluding Leasable Floor Area devoted to displays within the checkout area and displays for chewing gum, candy, and single serving snack products) shall not exceed 1,500 square feet; PROVIDED, HOWEVER, the foregoing exception (iv) shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Wal-Mart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located; (v) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises; and (vi) a fast food restaurant operation.

16.03 Prohibited Uses.

(a) Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center.

(b) Specific Prohibited Uses. Landlord hereby covenants and agrees that no other premises in the Shopping Center and Outparcels shall be used for the following "prohibited uses": a dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, gymnasium, martial arts school containing Leasable Floor Area in excess of 2,800 square feet, adult entertainment facility, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash, provided that a single bay fully automated car wash incidental to a combination gas station and convenience store shall be permitted on the Outparcels. In addition, Landlord hereby covenants and agrees that no other premises in the Shopping Center located within 500 feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's, and no restaurant of any nature shall be located within the building designated "Shops 2" on the Site Plan. The foregoing terms and provisions of this Paragraph 16.03(b) to the contrary notwithstanding, Landlord and Tenant hereby agree that the following uses shall be permitted: (i) one (1) restaurant,

other than a "concept" restaurant and/or cocktail lounge of a parking intensive nature, may be located within the building designated "Shops 3" on the Site Plan; (ii) up to three (3) restaurants, other than a "concept" restaurant and/or cocktail lounge of a parking intensive nature, may be located within the building designated "Shops 1" on the Site Plan, provided that no such restaurant shall be located within sixty (60) feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said restaurant to the demising wall of said restaurant nearest the Storeroom); (iii) a "concept" restaurant and/or cocktail lounge of a parking intensive nature may be located on Outparcel 1, provided that such restaurant shall not exceed 6,000 square feet of Leasable Floor Area and such Outparcel shall contain not less than ten (10) automobile parking spaces for each 1,000 square feet of Leasable Floor Area within such restaurant, and the Leasable Floor Area of buildings constructed on Outparcel 1 and Outparcel 2 shall not exceed an aggregate of 10,000 square feet; (iv) subject to the preceding limitation on Outparcel 1, Outparcels 2, 3, and 4 may each contain a restaurant, other than a "concept" restaurant and/or cocktail lounge of a parking intensive nature, provided that no restaurant be developed on Outparcel 3 until restaurants shall have been developed on both Outparcel 1 and Outparcel 2; and (v) a day care center may be located on Outparcel 4 so long as such day care center shall in no way impair Tenant's right to obtain and renew a license for retail sale from the Premises of beer and wine for off premises consumption.

16.04 Covenant Running with the Land. Landlord covenants and agrees that all leases entered into between Landlord and other tenants within the Shopping Center shall prohibit such other tenants from violating the exclusive use rights and prohibited use restrictions set forth in Paragraphs 16.02 and 16.03(b) of this Lease, entitled "Exclusive Uses" and "Specific Prohibited Uses", respectively, for and during the Term. Landlord hereby covenants and agrees that in the event Landlord sells, transfers, or conveys all or any portion of the Shopping Center Tract, the exclusive use rights and prohibited use restrictions set forth in said Paragraphs 16.02 and 16.03(b) hereof shall be deemed to constitute a covenant running with title to such sold, transferred or conveyed portion of the Shopping Center Tract, which covenant shall remain in full force and effect and be binding upon the successors in title to Landlord for and during the Term. Upon expiration or termination of this Lease as herein permitted, such covenant shall likewise expire or terminate.

16.05 Enforcement. In the event any other tenant in the Shopping Center or successor in title of the Shopping Center Tract shall violate said exclusive use or prohibited use provisions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said exclusive use and prohibited use provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said exclusive use and prohibited use provisions against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of the rights set forth in this Article 16 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within thirty (30) days after receipt from Tenant of bills or reasonable substantiation, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

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16.06 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 16 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 16 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

11. Exclusive Uses of Other Tenants. Article 17 of the Lease confers upon Tenant immunity from exclusive use rights of other tenants in the Shopping Center, which Article 17 is hereinafter reprinted.

17. EXCLUSIVE USES OF OTHER TENANTS

17.01 Application to Tenant. Landlord covenants and agrees that any exclusive use rights which may be contained in leases entered into between Landlord and other tenants in the Shopping Center shall expressly provide, and Landlord hereby further covenants and agrees, that such exclusive use rights of other tenants shall not be applicable to Tenant or the Premises during the Term.

17.02 Indemnification. Landlord shall defend and indemnify Tenant and hold Tenant harmless from any and all actions, damages, claims, costs, and expenses of any nature arising out of the alleged breach by Tenant of any exclusive use rights contained in any lease between Landlord and any other tenant in the Shopping Center, which indemnification shall survive the expiration or earlier termination of the Term.

17.03 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 17 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 17 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

12. Article 18 of the Lease establishes certain restrictions in respect to Outparcels and property adjacent to the Shopping Center, which Article 18 is hereinafter reprinted.

18. OUTPARCEL AND ADJACENT PROPERTY RESTRICTIONS

18.01 Outparcel Restrictions. Landlord covenants and agrees that any buildings, pylon or monument signs constructed on the Outparcels shall be subject to the following restrictions: (i) no more than one building shall be constructed on any Outparcel and said building shall accommodate only one (1) business operation therein, provided that this restriction shall not prohibit typical co-branding operations of the kind typically found in the State where the Shopping Center is located, or a retail shop space building containing more than one (1) retail tenant, provided that such Outparcel building shall not exceed 5,000 square feet of Leasable Floor Area, and not more than three (3) tenants shall occupy such building; (ii) no building shall exceed one story in height; (iii) no building shall exceed twenty-five (25) feet in height plus three (3) feet for architectural features; (iv) the Leasable Floor Area of any building constructed on an Outparcel shall not exceed the floor area limitation set forth on the Site Plan, provided that the Leasable Floor Area limitation for Outparcel 1 and Outparcel 2 as set forth on the Site Plan may be reallocated by Landlord between said Outparcels so long as neither Outparcel shall contain more than 6,000 square feet of Leasable Floor Area and both Outparcels shall not exceed an aggregate of 10,000 square feet of Leasable Floor Area, and, provided further, in any event, such Leasable Floor Area shall be further limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances,

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and laws can be constructed and maintained within the boundaries of such Outparcel; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Outparcels shall not obstruct visibility of the Premises or the pylon or monument sign identifying the Shopping Center or Tenant; (vii) the Outparcels or any buildings constructed thereupon shall not be used in violation of the exclusive rights granted to Tenant in Paragraph 16.02 of this Lease, entitled "Exclusive Uses", nor for any of the prohibited uses set forth in Paragraph 16.03 of this Lease, entitled "Prohibited Uses"; and (viii) in the event any improvements located on any Outparcel shall be damaged or destroyed, and in the event the owner of any such Outparcel elects not to repair or restore such improvements, the Outparcel owner shall promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain any such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area. More specifically, subject to the terms and provisions of Item (ii) of Paragraph 7.03(b) of this Lease, entitled "Parking Areas", all such rules, regulations, ordinances, or laws relative to parking requirements shall be complied with by providing the requisite size and number of on-grade parking spaces within the boundaries of said Outparcels, without reduction in such size and number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances, or laws by the governmental authority having jurisdiction thereof. Furthermore, the provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, for purposes of this Paragraph 18.01, the Leasable Floor Area of any building constructed on an Outparcel shall also be deemed to include outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service).

18.02 Adjacent Property Restrictions.

(a) Adjacent Property of Landlord. If at any time during the Term, Landlord, or any entity in which Landlord owns a legal or beneficial interest or any entity which owns a legal or beneficial interest in Landlord, acquires real property adjoining or adjacent to the Shopping Center, Landlord covenants and agrees that: (i) such adjoining or adjacent property shall be subject to the exclusive use and prohibited use provisions of Article 16 of this Lease, entitled "Use"; (ii) any buildings or other improvements (including pylon or monument signs) constructed on such adjacent property shall not materially interfere with or alter the visibility of and public access to the Premises or the visibility of the Shopping Center pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; and (iv) any building constructed on outparcels located on such adjacent property and within 250 feet of the boundary of the Shopping Center shall comply with the restrictions set forth in Paragraph 18.01 of this Lease, entitled "Outparcel Restrictions".

(b) Common Area Rights of Others. Subject to the Permitted Title Exceptions, Landlord covenants and agrees that without the prior written consent of Tenant, Landlord shall not grant or convey to the owner of any real property adjoining or adjacent to the Shopping Center any rights, easements, or privileges in or to the Common Area of the Shopping Center, provided, however, such consent shall not be unreasonably withheld, conditioned, or delayed if the owner of the adjacent property agrees to subject such adjacent property to the restrictions set forth in Paragraph 18.02(a), entitled "Adjacent Property of Landlord", or such other restrictions as Tenant shall approve in writing, during the Term of this Lease.

18.03 Covenant Running With the Land. Landlord hereby covenants and agrees that the restrictions set forth in Paragraphs 18.01 and 18.02 of this Lease, entitled "Outparcel Restrictions" and "Adjacent Property Restrictions", respectively, shall be deemed to constitute a covenant running with title to the Outparcel or adjacent property, as the case may be, which covenant shall remain in full force and effect and be binding upon the owner of such Outparcel or adjacent property for and during the Term. Upon expiration or termination of this Lease as herein permitted, such covenant shall likewise expire or terminate. The restrictions set forth in Paragraphs 18.01 and 18.02 shall be manifested by filing for record a Memorandum of Lease and a Declaration of Restrictive Covenants encumbering the Outparcels and the adjacent property.

18.04 Enforcement. In the event the owner of an Outparcel or the adjacent property to which the restrictions set forth in Paragraphs 18.01 and 18.02 hereof shall apply shall violate such restrictions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said restrictions, including, but not limited to, injunctive relief against such owner. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said restrictions against such owner, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in enforcement of the restrictions set forth in this Article 18 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant for any amount paid for the account of Landlord hereunder within thirty (30) days after receipt from Tenant of written notice of Tenant's enforcement of such restrictions, together with copies of invoices or other reasonable substantiation of the claim for reimbursement in connection therewith, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

18.05 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 18 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 18 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

13. Article 48 of the Lease confers upon Tenant certain rights to purchase the Shopping Center, which Article 48 is hereinafter reprinted.

48. RIGHT OF FIRST OFFER

48.01 Right of First Offer. If Landlord decides to sell the Shopping Center, Landlord shall first offer to sell the Shopping Center to Tenant, and Landlord shall set forth, in writing, the price at which it would sell to Tenant (the "First Offer Price"). The offer shall be irrevocable for a period of thirty (30) days after Tenant receives the offer. Upon expiration of the thirty (30) day period, if Tenant has not accepted the offer, or if upon expiration of said thirty (30) day period an event of monetary default on the part of Tenant exists as contemplated by Paragraph 22.01(a) of this Lease, entitled "Monetary Default" and remains uncured, then Tenant shall be deemed to have waived its right to purchase at the First Offer Price, and Landlord shall have the right to sell the Shopping Center to any third party, provided that the sales price to a third party is not less than ninety percent

(90%) of the First Offer Price set forth in writing to Tenant. Should Landlord receive an offer and decide to accept an offer that is less than ninety percent (90%) of the First Offer Price offered to Tenant, Landlord shall notify Tenant with a copy of the third party offer, and Tenant shall have the right to purchase the Shopping Center on the same terms as the third party's offer by giving Landlord written notice of exercise of such right within twenty (20) days of receipt of notice of the third party's offer. After expiration of the twenty (20) day period, if Tenant shall not have accepted the offer, Tenant shall be deemed to have waived its right to purchase on the terms of the third party's offer, and Landlord shall have the right to sell the Shopping Center to the third party and, upon request of Landlord, Tenant agrees to deliver to Landlord a written acknowledgment of the waiver by Tenant of said right to purchase. For purposes of this Paragraph 48.01, it is understood and agreed that any offer need not be in the form of a fully negotiated purchase contract but may rather be in the form of a reasonably detailed letter of intent which addresses at a minimum, purchase price, method of payment, time for closing, and significant conditions to closing. This right of first offer shall not apply to transfers between Landlord and affiliated or related companies or between Landlord and members and shareholders of Landlord or family trusts. This right of first offer shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise. In the event of any foreclosure or acquisition of the Shopping Center by a lender or purchaser through a lender by foreclosure or by deed in lieu of foreclosure, this Paragraph 48.01 shall thereafter be null and void and of no further force and effect. This right of first offer shall not pertain to transfers of ownership interests in Landlord. This right of first offer shall not pertain to transfers in connection with a condemnation or under threat of condemnation. This right of first offer shall not apply to leases or transfers of a portion of the Shopping Center which does not include the Publix Storeroom. This Right of First Offer shall not inure to the benefit of any assignee or subtenant of Tenant of all or a portion of Tenant's interest in this Lease or the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

LANDLORD:

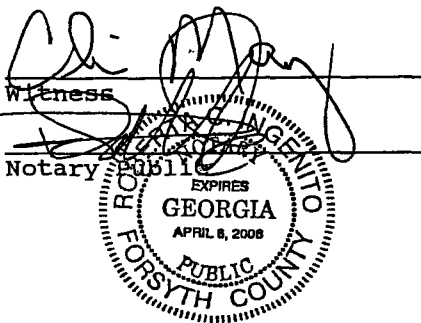
Signed, sealed and delivered
in my presence this 19th day
of May, 2003.

SOFRAN MIRROR LAKE, L.P.,
a Georgia limited partnership

By: The Sofran Corporation, a
Delaware corporation, General
Partner

By: [Signature]
Norman Zavalkoff,
Executive Vice President

[CORPORATE SEAL]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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TENANT:

Signed, sealed and delivered
in my presence this 23rd day
of May, 2003.

Ruth E. Gardner
Witness
Ruth E. Gardner

PUBLIX SUPER MARKETS, INC., a
Florida corporation

By: John Frazier
John Frazier,
Vice President, Real Estate

Attest: John Attaway
John Attaway,
Secretary
[CORPORATE SEAL]
DEC. 27, 1921
PUBLIX SUPER MARKETS, INC.
SEAL
FLORIDA

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and
acknowledged before me this 23rd day of May, 2003,
by JOHN FRAZIER and JOHN ATTAWAY, Vice President, Real Estate and
Secretary, respectively, of PUBLIX SUPER MARKETS, INC., a Florida
corporation, on behalf of said corporation. They are both
personally known to me.

Brandy Hutchinson
Notary Public

My Commission Expires: 2-24-2006



Brandy Hutchinson
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

VICINITY MAP
 GENERAL NOTES
 1. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.
 2. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 3. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 4. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 5. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.

THE VILLAGE AT MIRROR LAKE
 THE FOREMAN GROUP
 1. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 2. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 3. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 4. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 5. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.

PAVEMENT SPECIFICATION
 PAVING LAYER
 1. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 2. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 3. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 4. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 5. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.

SITE ANALYSIS
 1. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 2. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 3. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
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 5. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.

SITE PLAN
 SCALE: 1" = 80'
 1. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 2. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 3. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 4. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.
 5. THE PROJECT LOCATION IS SHOWN IN RELATION TO THE VICINITY MAP.

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STORE NO.:

SITE:

MIRROR LAKE AND CONNERS ROAD,
VILLA RICA, DOUGLAS COUNTY,
GEORGIA

SHOPPING

CENTER:

THE VILLAGE AT MIRROR LAKE

STOREROOM:

38,997 Square Feet

EXHIBIT "B"

Shopping Center Tract Legal Description

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a ½ inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Connors Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a ½ inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); thence continuing along said northeasterly right-of-way line along the arc of a curve to the left an arc distance of 78.02 feet to a ½ inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); thence leaving said northeasterly right-of-way line and running N 56°29'47" E a distance of 98.45 feet to a ½ inch rebar set; thence running S 33°30'13" E a distance of 10.00 feet to a ½ inch rebar set; thence running N 56°29'47" E a distance of 120.59 feet to a ½ inch rebar set; thence running N 43°31'52" W a distance of 200.72 feet to a ½ inch rebar set; thence running N 28°50'02" W a distance of 261.00 feet to a ½ inch rebar set; thence running N 53°08'54" E a distance of 115.00 feet to a ½ inch rebar set; thence running S 82°51'54" E a distance of 458.00 feet to a ½ inch rebar set; thence running S 69°06'57" E a distance of 457.40 feet to a ½ inch rebar set on the westerly boundary line of Beacon Village at Mirror Lake; thence running along said westerly boundary line S 13°54'13" E a distance of 104.00 feet to a ½ inch rebar set; thence continuing along said westerly boundary line S 24°42'31" E a distance of 243.30 feet to a ½ inch rebar set; thence leaving said westerly boundary line of Beacon Village at Mirror Lake and running S 70°59'10" W a distance of 331.54 feet to a ½ inch rebar set; thence running S 85°50'08" W a distance of 30.16 feet to a ½ inch rebar set; thence running S 33°57'15" W a distance of 19.18 feet to a ½ inch rebar set; thence running S 04°09'52" E a distance of 97.91 feet to a ½ inch rebar set; thence running N 85°50'08" E a distance of 27.72 feet to a ½ inch rebar set; thence running S 04°09'52" E a distance of 40.02 feet to a ½ inch rebar set on the northerly right-of-way line of Connors Road; thence running along said northerly right-of-way line S 85°53'42" W a distance of 15.72 feet to a ½ inch rebar set; thence continuing along said northerly right-of-way line S 85°50'08" W a distance of 62.00 feet to a ½ inch rebar set; thence leaving said northerly right-of-way line and running N 04°09'52" W a distance of 153.00 feet to a ½ inch rebar set; thence running S 85°50'08" W a distance of 291.84 feet to a ½ inch rebar set on the easterly boundary line of property now or formerly owned by West Georgia National Bank; thence running along said easterly boundary line N 26°29'24" W a distance of 218.66 feet to a ½ inch rebar set; thence leaving said easterly boundary line and running along the northerly boundary line of said West Georgia National Bank property the following courses and distances: S 56°29'47" W a distance of 194.00 feet to a ½ inch rebar set; S 33°30'13" E a distance of 12.00 feet to a ½ inch rebar set; S 56°29'47" W a distance of 40.52 feet to a ½ inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 11.217 acres, more or less, and being shown as "Shopping Center Tract" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

1759 0297

STORE NO.: _____
 SITE: MIRROR LAKE AND CONNERS ROAD,
 VILLA RICA, DOUGLAS COUNTY,
 GEORGIA
 SHOPPING
 CENTER: THE VILLAGE AT MIRROR LAKE
 STOREROOM: 38,997 Square Feet

EXHIBIT "B-1"

Outparcel Legal Description

Outparcel 1

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a ½ inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Connors Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a ½ inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a ½ inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); along the arc of a curve to the left an arc distance of 78.02 feet to a ½ inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); along the arc of a curve to the left an arc distance of 74.88 feet to a ½ inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 35°19'55" W a distance of 74.87 feet); N 36°45'36" W a distance of 147.37 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING; thence continuing along said northeasterly right-of-way line N 33°06'11" W a distance of 197.24 feet to a ½ inch rebar set; thence continuing along said northeasterly right-of-way line N 36°46'50" W a distance of 16.00 feet to a ½ inch rebar set; thence leaving said northeasterly right-of-way line and running N 53°08'54" E a distance of 216.00 feet to a ½ inch rebar set; thence running S 28°50'02" E a distance of 241.00 feet to a ½ inch rebar set; thence running S 60°40'49" W a distance of 197.00 feet to a ½ inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 1.07 acres, more or less, and being shown as "Outparcel 1" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

Outparcel 2

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a ½ inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Connors Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a ½ inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a ½ inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); along the arc of a curve to the left an arc distance of 78.02 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); thence continuing along said northeasterly right-of-way line along the arc of a curve to the left

1759 0298

an arc distance of 74.88 feet to a ½ inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 35°19'55" W a distance of 74.87 feet); thence continuing along said northeasterly right-of-way line N 36°45'36" W a distance of 147.37 feet to a ½ inch rebar set; thence leaving said northeasterly right-of-way line and running N 60°40'49" E a distance of 197.00 feet to a ½ inch rebar set; thence running S 28°50'02" E a distance of 20.00 feet to a ½ inch rebar set; thence running S 43°31'52" E a distance of 200.72 feet to a ½ inch rebar set; thence running S 56°29'47" W a distance of 120.59 feet to a ½ inch rebar set; thence running N 33°30'13" W a distance of 10.00 feet to a ½ inch rebar set; thence running S 56°29'47" W a distance of 98.45 feet to a ½ inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 1.029 acres, more or less, and being shown as "Outparcel 2" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

Outparcel 3

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a ½ inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in an easterly direction along the northerly right-of-way line of Conners Road N 85°37'31" E a distance of 100.77 feet to a ½ inch rebar set; thence continuing along said northerly right-of-way line N 86°04'47" E a distance of 121.14 feet to a ½ inch rebar set at the southeast corner of property now or formerly owned by West Georgia National Bank and the TRUE POINT OF BEGINNING; thence leaving said northerly right-of-way line and running along the easterly boundary line of said West Georgia National Bank property N 26°29'24" W a distance of 154.80 feet to a ½ inch rebar set; thence leaving said easterly boundary line and running N 85°50'08" E a distance of 291.84 feet to a ½ inch rebar set; thence running S 04°09'52" E a distance of 153.00 feet to a ½ inch rebar set on the northerly right-of-way line of Conners Road; thence running along said northerly right-of-way line the following courses and distances: S 85°50'08" W a distance of 198.08 feet to a ½ inch rebar set; N 03°55'04" W a distance of 9.65 feet to a ½ inch rebar set; S 86°04'47" W a distance of 35.00 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING, said property containing .907 acres, more or less, and being shown as "Outparcel 3" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

Outparcel 4

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a ½ inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in an easterly direction along the northerly right-of-way line of Conners Road the following courses and distances: N 85°37'31" E a distance of 100.77 feet to a ½ inch rebar set; N 86°04'47" E a distance of 156.14 feet to a ½ inch rebar set; S 03°55'04" E a distance of 9.65 feet to a ½ inch rebar set; N 85°50'08" E a distance of 260.08 feet to a ½ inch rebar set; N 85°53'42" E a distance of 15.72 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING; thence leaving said northerly right-of-way line and running N 04°09'52" W a distance of 40.02 feet to a ½ inch rebar set; thence running S 85°50'08" W a distance of 27.72 feet to a ½ inch rebar set; thence running N 04°09'52" W a distance of 97.91 feet to a ½ inch rebar set; thence running N 33°57'15" E a distance of 19.18 feet to a ½ inch rebar set; thence running N 85°50'08" E a distance of 30.16 feet

to a ½ inch rebar set; thence running N 70°59'10" E a distance of 331.54 feet to a ½ inch rebar set on the westerly boundary line of Beacon Village at Mirror Lake; thence running along said westerly boundary line S 24°42'31" E a distance of 117.00 feet to a ½ inch rebar set; thence continuing along said westerly boundary line S 04°06'18" E a distance of 128.81 feet to a ½ inch rebar set on the northerly right-of-way line of Conners Road; thence leaving said westerly boundary line of Beacon Village at Mirror Lake and running along said northerly right-of-way line S 85°53'42" W a distance of 375.68 feet to a ½ inch rebar set and the TRUE POINT OF BEGINNING, said property containing 1.732 acres, more or less, and being shown as "Outparcel 4" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

3

Doc ID: 000322870005 Type: GLR
 Filed: 12/18/2003 at 12:03:00 PM
 Fee Amt: Page 1 of 5
 Douglas County Georgia
 Cindy Chaffin Clerk Superior Court
 BK 1886 PG 693-697

EXCEPTION 10
 Schedule B - Part II
 RTG#2-14163

AFTER RECORDING PLEASE RETURN TO:
 Suzan E. Roth, Esq.
 Scoggins & Goodman, P.C.
 2800 Marquis One Tower
 245 Peachtree Center Avenue, NE
 Atlanta, Georgia 30303-1227

Cross Reference to Deed Book 1759,
 Page 286, Office of the Clerk of the
 Superior Court of Douglas County,
 Georgia

**FIRST AMENDMENT TO
 MEMORANDUM OF LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "First Amendment"), is made as of the 8th day of December, 2003, by and between SOFRAN MIRROR LAKE, L.P., a Georgia limited partnership ("Landlord") and PUBLIX SUPER MARKETS, INC., a Florida corporation ("Tenant")

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Memorandum of Lease, dated as of May 23, 2003, and recorded in Deed Book 1759, Page 286, Office of the Clerk of the Superior Court of Douglas County, Georgia (the "Memorandum"); and

WHEREAS, the parties hereto desire to amend the Memorandum as set forth herein; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Site Plan attached to the Memorandum as Exhibit "A" is deleted and the Site Plan attached hereto as Exhibit "A" and incorporated herein is substituted therefor.
2. Whenever terms are used in this First Amendment but are not defined herein, such terms shall have the same meaning as set forth in the Memorandum.
3. Except as modified by this First Amendment, the parties hereby reaffirm each and every provision, term, covenant, agreement and condition of the Memorandum. In the event of any conflict between the terms of the Memorandum and the terms of this First Amendment, the terms of this First Amendment shall control.
4. This First Amendment may be executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

[Signatures Begin on Next Page]

BK PG
1886 0694

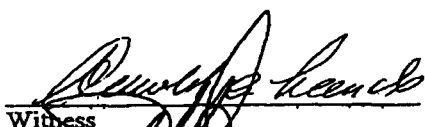
IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

LANDLORD:

Signed, sealed and delivered
in the presence of:

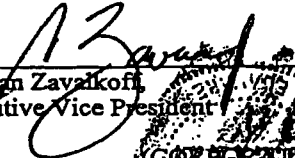
SOFRAN MIRROR LAKE, L.P., a Georgia limited
partnership

By: The Sofran Corporation, a Delaware
corporation

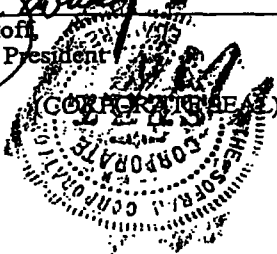
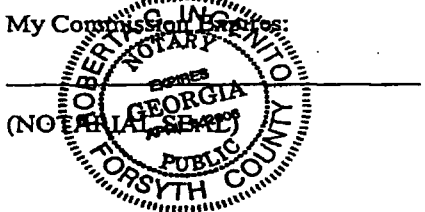


Witness

Notary Public

By: 

Norman Zavalkoff
Executive Vice President



[Signatures continue on next page]

BK PG
1886 0695

TENANT:

Signed, sealed and delivered in my presence
this 8th day of December, 2003.

PUBLIX SUPER MARKETS, INC., a
Florida corporation

Witness Debbie Walker

By: John Frazier
John Frazier,
Vice President, Real Estate

Attest: John Attaway
John Attaway,
Secretary

[CORPORATE SEAL]



STATE OF FLORIDA

COUNTY OF POLK

8th The foregoing instrument was signed, sealed, delivered, and acknowledged before me this
day of December, 2003, by JOHN FRAZIER and JOHN ATTAWAY, Vice
President, Real Estate and Secretary, respectively of PUBLIX SUPER MARKETS, INC., a Florida
corporation, on behalf of said corporation. They are both personally known to me.

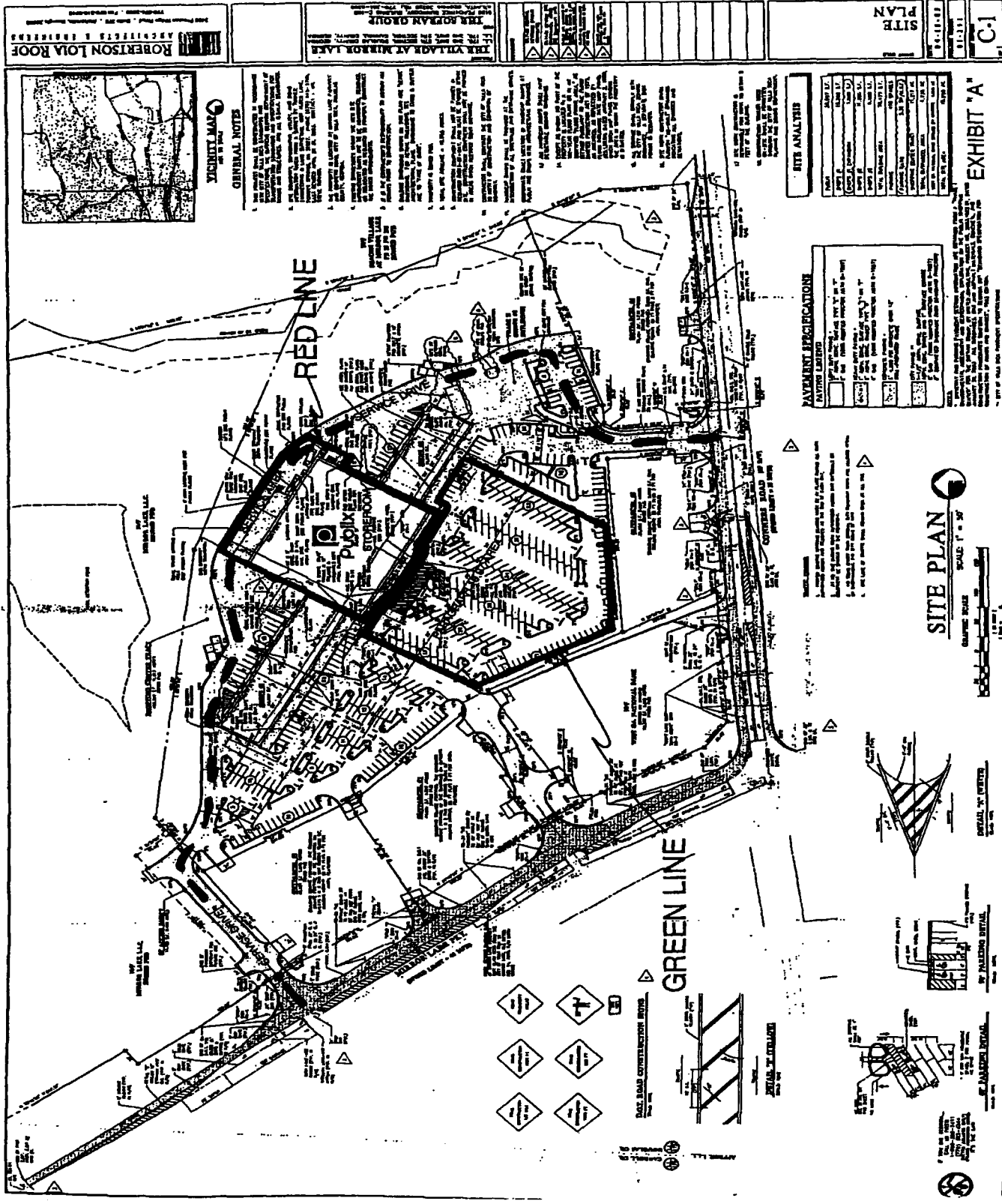


Brandy Hutchinson
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
BRANDY HUTCHINSON, Notary Public

Brandy Hutchinson
Notary Public

My Commission Expires: 2/24/2006

INITIAL



BK PG
1886 0697

CONSENT OF BANK OF AMERICA, N.A.

The undersigned, being "Grantee" under that certain Deed to Secure Debt, Assignment and Security Agreement, dated June 2, 2003, and recorded in Deed Book 1759, Page 329, Office of the Clerk of Superior Court of Douglas County, Georgia, hereby consents to the foregoing First Amendment to Memorandum of Lease this 8th day of December 2003.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A., a national
banking association

Ruth I. Rodriguez
Witness

By: [Signature]
Name: Michael R. Lundy
Title: AVP

[Signature]
Notary Public

[BANK SEAL]

Notary Public, Newton County, Georgia
My Commission Expires Aug. 30, 2007
My Commission Expires:

(NOTARIAL SEAL)



Doc ID: 001020830002 Type: GLR
Filed: 06/30/2006 at 11:52:00 AM
Fee Amt: Page 1 of 2
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2176 PG 234-235

EXCEPTION 10
Schedule B - Part II
RTG#2-14163

STORE NO.: 0145
SITE: Mirror Lake and Connors Road
Villa Rica, Douglas County
Georgia

SHOPPING
CENTER: THE VILLAGE AT MIRROR LAKE
STOREROOM: 38,997 Square Feet

Cross Reference to Memorandum of Lease
recorded in Deed Book 1759, Page 286,
Douglas County, Georgia records; and
First Amendment to Memorandum of
Lease, recorded in Deed Book 1886,
Page 693, aforesaid records.

RETURN TO:

AFTER RECORDING RETURN TO:
McCLURE & KORNHEISER, LLC
1708 PEACHTREE STREET, NW
SUITE 450
ATLANTA, GEORGIA 30309

SECOND AMENDMENT TO MEMORANDUM OF LEASE

THIS SECOND AMENDMENT to Memorandum of Lease (the "Second Amendment") is made and entered into as of this 10th day of June, 2005, by and between VILLAGE MIRROR, LLC, a Georgia limited liability company (hereinafter referred to as "Landlord"), and PUBLIX SUPER MARKETS, INC., a Florida corporation (hereinafter referred to as "Tenant");

W I T N E S S E T H:

WHEREAS, Sofran Mirror Lake, L.P., a Georgia limited partnership ("Sofran") and Tenant entered into that certain Memorandum of Lease, dated May 23, 2003, which Memorandum was filed for record on June 4, 2003, in Deed Book 1759, Page 286, Douglas County, Georgia records, as modified and amended by that certain First Amendment to Memorandum of Lease, dated December 8, 2003, recorded December 18, 2003, in Deed Book 1886, Page 693 (collectively, the "Memorandum"); and

WHEREAS, Landlord and Tenant desire to further modify and amend the Memorandum as set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The Site Plan attached to the Memorandum as Exhibit "A" is hereby modified and amended by deleting the phrase "5,000 S.F. MAX." following the description "Building Square Footage" under Outparcel #3 and inserting in lieu thereof the phrase "7,500 S.F. MAX.".

2. Paragraph 1 of the Memorandum is hereby modified and amended by replacing the Landlord name and address with the following:

Village Mirror, LLC
7978 Old Georgetown Road
Bethesda, MD 20814
ATTN: Craig Bernstein

BK PG

2176 0235

3. Paragraph 18.01 of the Lease, entitled "Outparcel Restrictions", as the same appears in Paragraph 12 of the Memorandum, is hereby modified and amended by deleting Item (i) in its entirety and inserting in lieu thereof the following Item (i):

"(i) no more than one building shall be constructed on any Outparcel and said building shall accommodate only one (1) business operation therein, provided that this restriction shall not prohibit typical co-branding operations of the kind typically found in the State where the Shopping Center is located, or a retail shop space building containing more than one (1) retail tenant, provided that no more than three (3) tenants shall occupy such building;"

4. Any capitalized term not otherwise defined in this Second Amendment shall have the meaning ascribed to the same in the Memorandum.

5. Except as expressly amended by the First Amendment and this Second Amendment, the terms and provisions of the Memorandum are hereby ratified and affirmed.

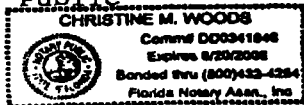
IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereon as of the date and year first set forth above.

Signed, sealed and delivered
in my presence this 9th day
of June, 2005.

Witness

Christine M. Woods

Notary Public



Signed, sealed and delivered
in my presence this 11th day
of June, 2005.

Witness

Vicki Brekke

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 11th day of June, 2005, by JOHN FRAZIER, Vice President of Real Estate of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of said corporation. He is personally known to me.

My Commission Expires:

LANDLORD:

VILLAGE MIRROR, LLC, a
Georgia limited liability company

By: Craig Bernstein (SEAL)
Manager

TENANT:

PUBLIX SUPER MARKETS, INC., a
Florida corporation

By: John Frazier
Vice President of Real Estate

[CORPORATE SEAL]
DEC. 27, 1921

SEAL
FLORIDA

Notary Public





Doc ID: 000881570004 Type: GLR
Filed: 03/18/2005 at 10:40:00 AM
Fee Amt: Page 1 of 4
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK **2124** PG **845-848**

4

EXCEPTION 4
Schedule B - Part II
RTG#2-14163

FILED

2005 MAR 18 A 10:40

SUPERIOR COURT
DOUGLAS COUNTY, GA
CINDY W. CHAFFIN, CLK.

Space above this line for recording data

~~RETURN TO:~~

STATE OF GEORGIA

COUNTY OF DOUGLAS

After Recording, Please Return To:

Anslee M. Foster, Esq.
Ramsay Title Group, LLC
6400 Atlantic Boulevard, Suite 170
Norcross, Georgia 30071-1214

2-13275

Cross-Reference to Deed Book 1244, ✓
Page 145, Deed Book 1759, Page 246,
Deed Book 1759, Page 260, and Deed
✓ Book 1886, Page 686, Office of the
Clerk of the Superior Court of Douglas
County, Georgia

AFFIDAVIT OF COMPLETION

Personally appeared before me, H. B. LIPHAM, III, PRESIDENT,
of WEST GEORGIA NATIONAL BANK, a National banking association ("Owner"), who
being duly sworn according to law, deposes and says on oath as follows:

1. That (s)he has personal knowledge of the facts sworn to in this Affidavit of Completion.

2. That Owner is the owner of that certain tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

4

3. That the Property is the "Bank Property" described in that certain Declaration of Restrictive Covenants and Development Agreement, dated April 1, 1999, among Mirror Lake, LLC, Owner, Harry D. Coats, Mark M. Young, Jeff R. Matthews and Phillip Kauffman, recorded in Deed Book 1244, Page 145, in the Office of the Clerk of the Superior Court of Douglas County, Georgia, as amended by that certain First Amendment to Declaration of Restrictive Covenants and Development Agreement, dated June 2, 2003, recorded in Deed Book 1759, Page 246, aforesaid records (the Declaration of Restrictive Covenants and Development Agreement, as amended, is referred to herein as the "Bank Declaration").

4. That the Property is also the "Bank Property" described in that certain Reciprocal Easement Agreement, dated as of June 2, 2003, by and between Mirror Lake, LLC, Owner and Sofran Mirror Lake, L.P. ("Sofran"), recorded in Deed Book 1759, Page 260, aforesaid records, as amended by that certain First Amendment to Reciprocal Easement Agreement, dated December 8, 2003, recorded in Deed Book 1886, Page 686, aforesaid records (the Reciprocal Easement Agreement, as amended, is referred to herein as the "REA").

5. That pursuant to Section 4.a. of the Bank Declaration, Mirror Lake, LLC is obligated to construct certain Utility Easements as described therein.

6. That pursuant to Section 11.10.3 of the REA, upon completion by Sofran of the Bank Improvements (as described in Section 3.3.3 of the REA), the provisions of Section 4.a. of the Bank Declaration shall be deleted.

7. That the Bank Improvements have been completed by Sofran and are acceptable to Owner.

8. That the provisions of Section 4.a. of the Bank Declaration are therefore deleted in their entirety.

[Signatures Appear on Next Page]



BK PG
2124 0847

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Completion under seal as of the 4th day of MARCH, 2005.

Sworn to, signed, sealed and delivered on the date shown above in the presence of:

WEST GEORGIA NATIONAL BANK, a
National banking association

Pam Lane
Witness

By: [Signature]
Name: H. B. LIPHAM, III
Title: PRESIDENT

Crystal Cline
Notary Public

My Commission Expires:

9/16/06

(NOTARIAL SEAL)

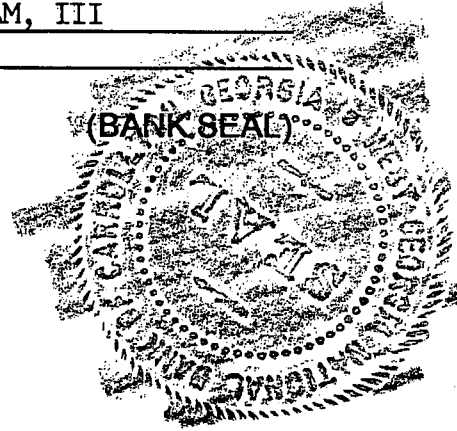
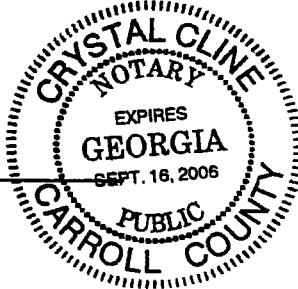


EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence run northwesterly along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: North 52 degrees 05 minutes 03 seconds West a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 182.49 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing North 26 degrees 49 minutes 20 seconds West a distance of 182.37 feet); along the arc of a curve to the left an arc distance of 16.38 feet to a 1/2-inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing North 30 degrees 36 minutes 54 seconds West a distance of 16.38 feet); thence leaving said right-of-way run North 56 degrees 29 minutes 47 seconds East a distance of 40.52 feet to a 1/2-inch rebar set; run thence North 33 degrees 30 minutes 13 minutes West a distance of 12.00 feet to a 1/2-inch rebar set; run thence North 56 degrees 29 minutes 47 seconds East a distance of 194.00 feet to a 1/2-inch rebar set; run thence South 26 degrees 29 minutes 24 seconds East a distance of 218.66 feet to a 1/2-inch rebar set; run thence South 26 degrees 29 minutes 24 seconds East a distance of 154.80 feet to a 1/2-inch rebar set on the northerly right-of-way line of Conners Road; run thence along said right-of-way line the following courses and distances: South 86 degrees 04 minutes 47 seconds West a distance of 121.14 feet to a 1/2 inch rebar set; South 85 degrees 37 minutes 31 seconds West a distance of 41.32 feet to a 1/2 inch rebar set; South 85 degrees 37 minutes 31 seconds West a distance of 59.45 feet to the 1/2 inch rebar set at the TRUE POINT OF BEGINNING; said parcel being shown as Tracts A and B containing 1.615 acres on that certain survey entitled Survey for West Georgia National Bank, prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated March 14, 2003, last revised May 27, 2003, said survey being incorporated herein by reference.

