

CROSS REFERENCE TO:
Deed Book _____, Page _____,
Deed Book _____, Page _____, and
Deed Book _____, Page _____,
Fulton County, Georgia records

AFTER RECORDING, RETURN TO:
James H. Rollins
HOLLAND & KNIGHT
One Atlantic Center, Suite 2000
1201 West Peachtree Street, N.E.
Atlanta, Georgia 30309-3400

STATE OF GEORGIA

COUNTY OF FULTON

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is executed as of the _____ day of _____, 200_, by _____, a Georgia banking corporation ("Lender") in favor of **EASEMENTS ATLANTA, INC.**, a Georgia not for profit corporation ("EAI").

WITNESSETH:

WHEREAS, _____, a _____ (the "Owner") is the owner of certain property (the "Property") located in Fulton County, Georgia, which is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Lender is the holder and owner of (i) that certain Commercial Deed to Secure Debt and Security Agreement dated _____, recorded in Deed Book _____, Page _____, Fulton County, Georgia records (the "Security Deed"), (ii) that certain Collateral Assignment of Lessor's Interest in Real Property Lease dated _____, recorded in Deed Book _____, Page _____, Fulton County, Georgia records (the "Lease Assignment"), and (iii) that certain UCC-2 Notice Filing for Real Estate Related Collateral recorded in Deed Book _____, Page _____, Fulton County, Georgia records (the "UCC-2") which Security Deed, the Lease Assignment and UCC-2 encumber the Property; and

WHEREAS, the Owner is granting a facade and preservation easement (the "EAI Easement") on the Property to EAI in accordance with the terms and conditions contained in that

certain Deed of Gift and Agreement for an Architectural, Facade and Preservation Easement, dated as of _____, which EAI Easement is to be recorded simultaneously with the recording of this Agreement on the real property records of Fulton County, Georgia; and

WHEREAS, EAI has declined to accept the EAI Easement unless the Security Deed, the Lease Assignment and the UCC-2 are subordinated to the EAI Easement; and

WHEREAS, Lender has agreed to subordinate the Security Deed, the Lease Assignment and the UCC-2 to the EAI Easement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by EAI to Lender and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby subordinate to the EAI Easement all right, title or interest in and to the Property under the Security Deed, the Lease Assignment and the UCC-2 so that the EAI Easement shall convey an interest in the Property superior to the Security Deed, the Lease Assignment and UCC-2, and superior to the indebtedness thereby secured, as such interest is limited pursuant to the terms of the EAI Easement.

This Subordination Agreement shall be binding upon the successors and assigns of Lender and shall inure to the benefit of EAI, its successors and assigns.

All other terms and provisions of the Security Deed, the Lease Assignment and the UCC-2 shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Lender has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

By: _____
_____, Vice President

Notary Public

[CORPORATE OR BANK SEAL]

Commission Expiration Date:

(NOTARIAL SEAL)

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