

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Termination") is made and entered into as of August ___, 2010 by and between ATLANTA LANDMARKS, INC., a Georgia corporation ("Landlord") and JOE G. PATTEN, a resident of Fulton County, Georgia ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Indenture of Lease dated as of December 28, 1979 (as amended, the "Lease"); and

WHEREAS, Landlord and Tenant have agreed to terminate the Lease effective as of the date hereof, subject to and upon the terms and conditions of this Termination.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Termination of Lease.** The Lease, and all estate, right, title and interest of Tenant thereunder or with respect thereto, or arising under or with respect to the Premises (as defined in the Lease) or with respect to the property of Landlord (whether such estate, right, title or interest arises by virtue of the Lease or otherwise), are hereby terminated effective as of the date hereof and shall hereafter be of no further force or effect. Except for such provisions of the Lease that expressly survive the termination or expiration of the Lease, neither Landlord nor Tenant shall have any further rights, duties or obligations to each other under or with respect to the Lease from and after the date hereof. In furtherance of the foregoing, Tenant shall execute and deliver to Landlord that certain Quit Claim Deed in the form of **Exhibit A** attached to this Termination and by this reference made a part hereof.

2. **Acknowledgement by Landlord.** Landlord represents and warrants that Landlord is a Georgia corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has full legal capacity and authority to enter into this Termination. This Termination is the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, and has been entered into by Landlord after Landlord has received the advice of counsel with respect to this Termination.

3. **Acknowledgement by Tenant.** Tenant represents and warrants that Tenant is a resident of Fulton County, Georgia and has full legal capacity and competency to enter into this Termination. This Termination is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, and has been entered into by Tenant after Tenant has received the advice of counsel with respect to this Termination.

4. **Counterparts; Electronic Delivery.** This Termination may be executed in multiple counterparts, each of which shall constitute an original hereof, but all of which, when

taken together, shall constitute but one in the same instrument. Delivery of a facsimile of this Termination executed by a party hereto (whether by telecopy or email) shall constitute delivery of an executed, original counterpart of this Termination by such party.

5. **Miscellaneous.** This Termination shall be construed and interpreted under the laws of the State of Georgia. Time is of the essence of this Termination. This Termination contains the entire agreement of the parties hereto with respect to the termination of the Lease, and no representations, inducements, promises or agreements, oral or otherwise, between the parties with respect to the subject matter hereof not embodied herein or incorporated herein by reference shall be of any force or effect. Landlord and Tenant agree that this Termination is the result of negotiation by the parties, each of whom was represented by counsel, and, accordingly, this Termination shall not be construed against the party drafting the same. This Termination shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, each of Landlord and Tenant has executed and delivered this Termination under seal as of the date and year above written.

LANDLORD:

ATLANTA LANDMARKS, INC., a Georgia corporation

Reviewed and Approved by:

By: _____

Name: _____

Title: _____

Counsel to Landlord

(Corporate Seal)

TENANT:

JOE G. PATTEN, a resident of Fulton County, Georgia

Reviewed and Approved by:

Counsel to Tenant

EXHIBIT A
QUIT CLAIM DEED

UPON RECORDING RETURN TO:

STATE OF GEORGIA

COUNTY OF FULTON

QUIT-CLAIM DEED

THIS INDENTURE, made as of August ___, 2010, by and between **JOE G. PATTEN**, a resident of Fulton County, Georgia (herein called "Grantor"), and **ATLANTA LANDMARKS, INC.**, a Georgia corporation (herein called "Grantee").

WITNESSETH, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, convey and forever quit-claim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to all that tract of land described in **Exhibit A** attached hereto and made a part hereof.

Together with all the rights, members and appurtenances to the said described premises in anyway appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context permits.)

IN WITNESS WHEREOF, Grantor has signed and sealed this quit-claim deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

JOE G. PATTEN, a resident of Fulton County, Georgia

Notary Public

(NOTARY SEAL)

My Commission Expires:

EXHIBIT A

**Legal Description
(Fox Theatre Parcel)**