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BK 122 PG 562 PS
DESOTO COUNTY, MS PS
W.E. DAVIS, CH CLERK

This instrument was prepared by and after recording return to:

Julia R. Sarron, Esq.
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 2500
Chicago, Illinois 60601

Indexing Instructions: Lot 1,
Davidson Oaks Commercial S/D,
Phase I, Olive Branch, Desoto County,
Mississippi,
also known as part NW¼ of NW¼,
Section 31, Township 1 South, Range
6 West, Desoto County, Mississippi

RECORD AND RETURN TO:
Pope & Pope Attorneys
Post Office Box 17527
Hattiesburg, MS 39404-7527
(601) 268-9997

De Soto County, Mississippi

LEASE TERMINATION AGREEMENT
effective as of October 2, 2007

between

SUNTRUST EQUITY FUNDING, LLC,
a Delaware limited liability company, as Lessor

and

GENUINE PARTS COMPANY,
a Georgia corporation, as Lessee

Landmark

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LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT is effective as of October 2, 2007 and is between SUNTRUST EQUITY FUNDING, LLC (the "Lessor"), a Delaware limited liability company, and GENUINE PARTS COMPANY, a Georgia corporation (the "Lessee").

RECITALS

WHEREAS, Atlantic Financial Group, Ltd., a Texas limited partnership ("AFG"), and the Lessee, entered into those certain Mississippi Lease Supplements (De Soto County, Mississippi) (as heretofore amended and assigned, the "Lease Supplement") dated as of January 3, 2003, demising the premises described on Exhibit A attached hereto (the "Mississippi Property"), located in De Soto County, Mississippi and filed for record in Book No. 0097 Page No. 0605 (Land) and in Book No. 0097 Page No. 0637 (Improvements), De Soto County, Mississippi records on February 23, 2003;

WHEREAS, AFG transferred its interest in the Mississippi Property to a wholly owned subsidiary, SUNTRUST EQUITY FUNDING, LLC, a Delaware limited liability company, which subsidiary merged with Lessor;

WHEREAS, the Lessor and Lessee have agreed to terminate the Lease Supplements, the Assignment and the Master Lease Agreement, dated as of October 23, 1998, among Lessee, the other lessees parties thereto and Lessor (collectively, the "Lease Documents"), upon the terms and conditions set forth in this Lease Termination Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth Lessor and Lessee agree as follows:

Effective as of the date hereof the Lease Documents, and all other associated or related documents are terminated. Notwithstanding the foregoing, this Lease Termination Agreement does not terminate any covenants, warranties, indemnities or other obligations of Lessee or any other party under the Lease Documents which by their terms expressly survive the release or termination of such Lease Documents; provided, however, that this Lease Termination Agreement shall act as a release and termination of all liens, claims and interests Lessor and Lessee possess under the Lease Documents in and to the Mississippi Property.

IN WITNESS WHEREOF, Lessor has executed and delivered this Lease Termination Agreement as of the date first above written.

Attest:

Pontona D. Blunt

Signed, sealed and delivered on the ____ of
October, 2007 in the presence of

Kari Miller
Unofficial Witness *Kari Miller*

Sarah Hughes
Unofficial Witness

Lessor:

SUNTRUST EQUITY FUNDING, LLC, a
Delaware limited liability company, as
Lessor

By: *R. Todd Shutley*

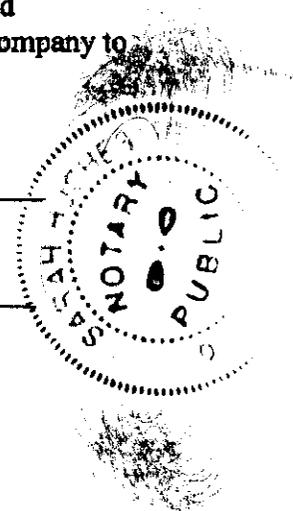
Print Name: R. Todd Shutley
Its: Senior Vice President and Manager

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

Personally appeared before me, the undersigned authority in and for the said county and state, on the 4 day of October, 2007, within my jurisdiction, the within named R. Todd Shutley, who acknowledged to me that he is Senior Vice-President and Manager of SunTrust Equity Funding, LLC, a Delaware limited liability company, and that for and on behalf of SunTrust Equity Funding, LLC, a Delaware limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Sarah Hughes
Notary Public

My Commission Expires: _____



SARAH HUGHES
Notary Public
DeKalb County
State of Georgia
My Commission Expires Dec 16, 2008

LEASE TERMINATION - SITE #29
DE SOTO COUNTY, MS

IN WITNESS WHEREOF, Lessee has executed and delivered this Lease Termination Agreement as of the date first above written.

Attest:

Eileen Rodriguez

Signed, sealed and delivered on the 4th of

October, 2007 in the presence of

Donda Wilson

Unofficial Witness

Linda L. Olney

Unofficial Witness

Lessee:

GENUINE PARTS COMPANY, a Georgia corporation, as Lessee

By: [Signature]

Name: Frank M. Howard

Title: Senior Vice President and Treasurer

STATE OF GEORGIA)
) SS.
COUNTY OF COBB)

Personally appeared before me, the undersigned authority in and for the said county and state, on the 4th day of October, 2007, within my jurisdiction, the within named Frank M. Howard, who acknowledged to me that he is Senior Vice President and Treasurer of Genuine Parts Company, a Georgia Corporation, and that for and on behalf of Genuine Parts Corporation, a Georgia Corporation, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

[Signature]

Notary Public

Notary Public, Douglas County, Georgia
My Commission Expires Oct. 19, 2010

My Commission Expires: _____

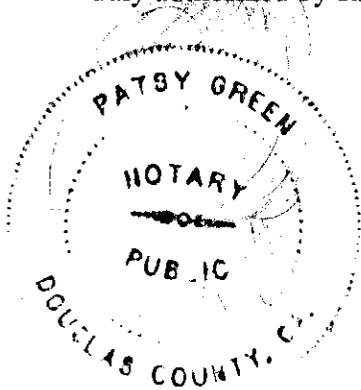


EXHIBIT A

Legal Description

Lot 1, Davidson Oaks Commercial Subdivision, Phase I, Olive Branch, as recorded in Plat Book 81, Page 25, in the office of the Chancery Clerk of Desoto County, Mississippi, and being the same property more specifically described in metes and bounds in Warranty Deed filed for record in Book 458 at Page 84.

Survey Legal Description

A Tract of land located in part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 1 South, Range 6 West, also known as Lot 1 of Davidson Oaks Commercial Subdivision, Phase 1, per Plat Book 81 Page 25.

Commencing at the Northwest corner of Section 31, Township 1 South, Range 6 West, thence on a bearing of North 90 degrees 00 minutes 00 seconds East a distance of 84.82 feet to a point, thence on a bearing of South 00 degrees 00 minutes 00 seconds East a distance of 94.20 feet to a concrete right-of-way monument found in the southerly line of Goodman Road (Highway 302 R.O.W. Varies), said monument being the Point of Beginning, thence North 85 degrees 39 minutes 21 seconds East along the southerly R.O.W. of said Goodman Road a distance of 127.99 feet thence South 00 degrees 15 minutes 27 seconds East a distance of 255.34 feet, thence North 89 degrees 53 minutes 07 seconds West a distance of 170.00 feet to the Easterly line of Davidson Road, thence North 00 degrees 15 minutes 27 seconds West along the Easterly line of said Davidson Road a distance of 193.01 feet to a concrete right-of-way monument found, thence North 38 degrees 55 minutes 50 seconds East a distance of 67.00 feet to the Point of Beginning and containing 0.953 acres or 41,508 square feet.

The property hereon described is the same as the pertinent property as described in First American Title Insurance Company, Policy No. NCS-400028 effective date July 5, 2007.