

OFFICE LEASE

Between

RB 41/47 PCE, LLC,
(a Delaware limited liability company)

as Landlord

-and-

Development Authority of the City of Dunwoody [**ACTUAL NAME TBD**],
(a public body corporate and politic of the State of Georgia)

as Tenant

Dated: January ____, 2009

Premises:

24,785 Rentable Square Feet
1st and 2nd Floors – Suites 100, 103 and 250
41 Perimeter Center East
Atlanta, Georgia 30346

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SCHEDULE OF EXHIBITS

<u>EXHIBIT</u>	<u>TITLE (REFERENCE)</u>
A	FLOOR PLANS OF SUITES 100, 103, 250
B	SPECIAL STIPULATIONS
B-1	SECURED PARKING AREA
B-2	SUITE 200 RIGHT OF REFUSAL SPACE
C	CONFIRMATION OF LEASE TERM
D	JANITORIAL SERVICES
E	RULES AND REGULATIONS
F	TENANT IMPROVEMENT AGREEMENT
G	ESTOPPEL CERTIFICATE
H	FORM OF SNDA

SUMMARY OF BASIC LEASE INFORMATION

The following constitutes a brief summary of the basic provisions of the Lease and does not constitute part of the Lease. It is inserted solely for convenience of reference and should not be relied upon in substitution for the complete terms and conditions governing the rights and obligations of the parties as more fully set forth in the Lease.

- a. Building (§ 1.1): 41 Perimeter Center East.
- b. Property (§ 1.1): 41 Perimeter Center East, Atlanta, Georgia 30346.
- c. Premises (§ 1.1): 24,785 rsf consisting of:
 Suite 100 (6,975 rsf) (“Initial Premises”)
 Suites 103 and 250 (17,810 rsf) (“Remaining Premises”)
- d. Permitted Use (§ 1.1): ~~Administrative~~Commercial administrative offices, administrative offices and council chambers for City of Dunwoody employees including police officers.
- e. Term (§ 2.1): One Hundred Twenty-One (121) months.
- f. Minimum Rent (§ 3.1): Minimum rent shown in the table below is for the Premises unless otherwise noted.

Lease Period	Annual Minimum Rent Per Rentable Square Foot	Monthly Minimum Rent	Annual Minimum Rent
Month 1 (Initial Premises Only)	\$18.50	\$0.00*	N/A
Month 2-9	\$18.50	\$0.00*	N/A
Month 10 (Initial Premises Only)	\$18.50	\$10,753.13	N/A
Month 10 (Remaining Premises Only)	\$18.50	\$0.00	N/A
Month 11 – 13	\$18.50	\$38,210.21	\$114,630.63 (3 months only)
Month 14 - 25	\$18.92	\$39,077.68	\$468,932.20
Month 26 - 37	\$19.35	\$39,965.81	\$479,589.75
Month 38 - 49	\$19.79	\$40,874.60	\$490,495.15

Month 50 - 61	\$20.24	\$41,804.03	\$501,648.40
Month 62 - 73	\$20.70	\$42,754.13	\$513,049.50
Month 74 - 85	\$21.17	\$43,724.87	\$524,698.45
Month 86 - 97	\$21.65	\$44,716.27	\$536,595.25
Month 98 - 109	\$22.14	\$45,728.33	\$548,739.90
Month 110 - 121	\$22.64	\$46,761.03	\$561,132.40

*Abated Rent: Notwithstanding anything contained herein to the contrary, Tenant shall be entitled to an abatement of minimum rent for the Premises during the periods and in such amounts as set forth above for the total amount of \$343,891.89 in abated rent. In the event of a monetary default by Tenant under the Lease in the form of a failure to pay minimum rent or any other amounts due under the Lease during the Term, which failure extends beyond any applicable notice and cure periods and causes Landlord to terminate this Lease as a result of the uncured default, the foregoing rental abatement shall be revoked, null and void and any payments already abated shall become immediately due and payable. During the abated rent period, Tenant shall be responsible for the payment of any other charges incurred by Tenant other than charges for minimum rent.

- g. Security Deposit (§ 3.7): Not Applicable.
- h. Tenant's Proportionate Share (§ 4.1(v)): 26.25%.
- i. Base Year (§ 4.1(iv)): 2009.
- j. Notice Addresses (§ 14):

Landlord (§ 14.1):
 RB 41/47 PCE, LLC
 c/o Rubenstein Partners
 Cira Centre
 2929 Arch Street
 28th Floor
 Philadelphia, Pennsylvania 19104-2868
 Attention: David B. Rubenstein
 R. Bruce Balderson, Jr., Esq.
 FAX: (215) 563-4110

Tenant (§ 14.2):
 [TBD]
 41 Perimeter Center East
 Suite 100
 Atlanta, Georgia 30346
 Attention: Warren Hutmacher
 FAX: _____

- k. Broker(s) (§ 25):

For Landlord: Barry Real Estate Companies, Inc. and Cushman & Wakefield of Georgia, Inc.

For Tenant: Colliers Spectrum Cauble, Inc.

- l. Options (Ex “B”): Rights of First Refusal, Termination Option
- m. Tenant Improvement Allowance (Ex “F”): \$27.00 per rentable square foot of the Premises.

OFFICE LEASE

THIS OFFICE LEASE (the "Lease") is made this _____ day of January, 2009, by and between RB 41/47 PCE, LLC, a Delaware limited liability company (hereinafter called "Landlord"), and The City of Dunwoody, a _____ (hereinafter called "Tenant").

1. Premises; Use.

1.1. Letting and Premises; Use. Landlord, for the term and subject to the provisions and conditions hereof, leases to Tenant, and Tenant rents from Landlord, the space (hereinafter referred to as the "Premises" and more particularly delineated on the floor plans attached hereto as Exhibit A and made a part hereof) being, for purposes of the provisions hereof 24,785 rentable square feet, located on the 1st and 2nd floors of the office building (hereinafter referred to as the "Building") known as 41 Perimeter Center East, or such other name as Landlord may from time to time designate, with an address of 41 Perimeter Center East, Atlanta, DeKalb County, Georgia, to be used by Tenant in accordance with any and all applicable Governmental Requirements and only for the Permitted Use set forth in the Summary of Basic Lease Information and for no other purpose whatsoever. Tenant's visitors, guests and invitees shall not include, and Tenant is specifically prohibited from bringing onto the Property, suspects, prisoners, detainees, persons in handcuffs or shackles, and any individual or group that may be classified as deviant or reasonably perceived as a threat to tenants of the Building, except when deemed reasonably necessary for proper and safe police interviews and municipal court appearances and then only when dressed in street attire and under the direct control and supervision of a police officer. Access to the Building for such person(s) shall be limited to a designated and secure private entrance and at no time shall such persons travel through or have access to the common areas and main lobby or any elevator lobbies or common restrooms in the Building. No persons shall be detained [overnight] or processed for arrest at the Premises, and the City of Dunwoody Police Chief shall institute and enforce the policies and procedures to ensure compliance to these restrictions. Under no circumstances shall the foregoing be standard procedures or practice for all arrests by the City of Dunwoody police.

1.2. Property. The property consists of approximately 6.32 acres of ground, together with the Building and other improvements thereon, all located at or about Perimeter Center East and Ashford Dunwoody Road in Atlanta, DeKalb County, Georgia (the "Property"). Landlord reserves the right, in its sole discretion, at any time and from time to time, to expand and/or reduce the amount of ground and/or improvements of which the Property consists.

1.3. Common Facilities. Tenant and its agents, employees and invitees, shall have the right to use, in common with all others granted such rights by Landlord, in a proper and lawful manner, the common sidewalks, access roads, parking areas and other outdoor areas within the Property, the common entranceways, lobbies and elevators furnishing access to the Demised Premises, and (if the Premises includes less than a full floor) the common lobbies, hallways and toilet rooms on the floor on which the Premises is located. Such use shall be subject to the terms of this Lease and to such reasonable rules, regulations, limitations and requirements as Landlord may from time to time prescribe with respect thereto, including, without limitation, the reservation of any particular parking spaces or parking areas for the exclusive use of other tenants of the Property.

1.4. Use of Parking Facilities. Subject to the other provisions of this Lease, and excluding those parking spaces designated by Landlord as being reserved, Tenant shall have free non-exclusive use, in common with all other tenants, licensees, and invitees of the Property of the parking spaces in the parking facilities serving the Property (“Non-Reserved Spaces”), for Tenant, Tenant’s employees, Tenant’s business invitees and Tenant’s agents, together with six (6) free reserved parking spaces located at the east entrance to the Building designated for Tenant’s visitors (“Reserved Spaces”). The Non-Reserved Spaces and Reserved Spaces shall be available each day of the week during normal business hours for the Building; provided, however, that at no time during any day during the term of this Lease shall the number of Non-Reserved Spaces and Reserved Space actually occupied by Tenant, Tenant’s employees, business invitees and agents exceed four (4) parking spaces for each 1000 rentable square feet comprising the Premises (such figure being a maximum number of spaces which may be utilized by or for Tenant at any one time, but Landlord does not represent or guarantee that such number of spaces will in fact be available at any one time at the Property for Tenant’s use). Tenant shall not park any trucks or any delivery vehicles in the parking areas or driveways, except as specifically designated by Landlord from time to time, and shall confine all truck parking, loading and unloading to times and locations specifically designated by Landlord from time to time. Notwithstanding the foregoing, Tenant shall be allowed to park city marked trucks in the parking facilities provided those trucks are not larger than a standard size pickup. Tenant shall require all trucks servicing Tenant to be promptly loaded or unloaded and removed from the site. Landlord hereby reserves the exclusive right with respect to the use of parking facilities, roadways, sidewalks, driveways, islands and walkways for advertising purposes. Tenant covenants and agrees to enforce the provisions of this Lease against Tenant’s employees and business invitees. Landlord may from time to time circulate parking stickers for the purpose of identifying motor vehicles of Tenant and Tenant’s employees and/or circulate validation tickets for the purpose of identifying Tenant’s business invitees. Landlord shall have the right, but not the obligation: (a) to police said parking facilities, (b) to provide parking attendants, (c) to cause unauthorized and/or unregistered motor vehicles to be towed away at the sole risk and expense of the owner of such motor vehicles, (d) to designate certain areas of the parking facilities for the exclusive use of motor vehicles having handicapped designations on their license plates and/or for the exclusive use of visitors to the Property, (e) to use any portion of the parking facilities from time to time and/or to deny access to the same temporarily in order to repair, maintain or restore such facilities or to construct improvements under, over, along, across and upon the same for the benefit of the site and to grant easements in the parking facilities to any Authorities (as hereinafter defined), (f) to adopt and modify from time to time rules and regulations for parking and vehicular ingress, egress, speed, no parking, no standing, and for times and places for move-in, move-out and deliveries, (g) to designate fire lanes and restricted parking from time to time and (h) to designate from time to time specific areas for the parking of Tenant’s employees cars.

1.5. Rentable Square Feet. Tenant understands, acknowledges and agrees (i) that the amount of rentable square feet set forth in Paragraph 1.1 above is calculated based on certain assumptions, and (ii) that such amount of rentable square feet is hereby accepted by Tenant for all purposes of this Lease, including, without limitation, for purposes of determining minimum rent, Tenant’s Proportionate Share of applicable items of Taxes and Operating Expenses, Tenant’s construction allowance, if any, and other items which are based upon the computation of square footage.

2. Term; Commencement.

2.1. Duration. The term of this Lease shall commence on April 1, 2009 (the "Commencement Date"); provided, however, that:

(i) Tenant shall be permitted to occupy the Initial Premises on or about March 15, 2009, under the terms of this Lease; however, Tenant shall not be obligated for payment of minimum rent until the Commencement Date; and

(ii) Tenant shall not be obligated for payment of minimum rent and additional rent with respect to the Remaining Premises until the later of (i) May 1, 2009 or (ii) the date of "Substantial Completion," as defined below, of the Remaining Premises.

Unless extended or sooner terminated as herein provided, the initial term of this Lease shall continue until, and shall expire on, the last day of the 121st month following the Commencement Date.

2.2. Substantial Completion. The term "Substantial Completion" shall mean that state of completion of the Remaining Premises which will, except for any improvements or work to be performed by Tenant, allow Tenant to utilize the Remaining Premises for their intended purposes (including the availability of required utility services) without material interference to the customary business activities of Tenant by reason of the completion of the Tenant Improvements, all as more fully described in Exhibit F attached hereto. The Remaining Premises shall be deemed substantially complete even though minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed, the non-completion of which does not materially interfere with Tenant's use of the Remaining Premises or the conduct of its business therein.

2.3. Confirmation. Within ten (10) days after Landlord's delivery thereof, Tenant shall promptly execute and acknowledge a Confirmation of Lease Term, in the form set forth in Exhibit C hereto, containing the information set forth in Exhibit C and acknowledging the Commencement Date and expiration date of the term hereof.

2.4. Acceptance of Work. On the Commencement Date of the term of this Lease, it shall be presumed that all work theretofore performed by or on behalf of Landlord to the Initial Premises was satisfactorily performed in accordance with, and meeting the requirements of, this Lease. The foregoing presumption shall not apply, however, (i) to required work not actually completed by Landlord and identified and described in a written punch-list to be jointly prepared and initialed by Landlord and Tenant at or about the date on which Tenant shall occupy the Initial Premises and Remaining Premises, as applicable; or (ii) to deficiencies or inadequacies in the work which Tenant brings to Landlord's attention in writing, with specificity, on or before the Commencement Date or within ten (10) business days thereafter with respect to the Initial Premises and within ten (10) business days after occupancy of the Remaining Premises (and all of the work so identified and described on the punch-list or as timely brought to Landlord's attention as aforesaid which is Landlord's responsibility shall be completed by Landlord with reasonable speed and diligence).

3. Minimum Rent; Increases in Minimum Rent; Security Deposit.

3.1. Amount and Payment. Minimum rent for the Premises shall accrue during the term as follows:

Lease Period	Annual Minimum Rent Per Rentable Square Foot	Monthly Minimum Rent	Annual Minimum Rent
Month 1 (Initial Premises Only)	\$18.50	\$0.00*	N/A
Month 2-9	\$18.50	\$0.00*	N/A
Month 10 (Initial Premises Only)	\$18.50	\$10,753.13	N/A
Month 10 (Remaining Premises Only)	\$18.50	\$0.00	N/A
Month 11 – 13	\$18.50	\$38,210.21	\$114,630.63 (3 months only)
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Month 26 - 37	\$19.35	\$39,965.81	\$479,589.75
Month 38 - 49	\$19.79	\$40,874.60	\$490,495.15
Month 50 - 61	\$20.24	\$41,804.03	\$501,648.40
Month 62 - 73	\$20.70	\$42,754.13	\$513,049.50
Month 74 - 85	\$21.17	\$43,724.87	\$524,698.45
Month 86 - 97	\$21.65	\$44,716.27	\$536,595.25
Month 98 - 109	\$22.14	\$45,728.33	\$548,739.90
Month 110 – 121	\$22.64	\$46,761.03	\$561,132.40

*Abated Rent: Notwithstanding anything contained herein to the contrary, Tenant shall be entitled to an abatement of minimum rent for the Premises during the periods and in such amounts as set forth above for the total amount of \$343,891.89 in abated rent. In the event of a monetary default by Tenant under the Lease in the form of a failure to pay minimum rent or any other amounts due under the Lease during the Term, which failure extends beyond any

applicable notice and cure periods and causes Landlord to terminate this Lease as a result of the uncured default, the foregoing rental abatement shall be revoked, null and void and any payments already abated shall become immediately due and payable. During the abated rent period, Tenant shall be responsible for the payment of any other charges incurred by Tenant other than charges for minimum rent.

Minimum rent shall be payable during the term hereof, in advance, in the monthly installments as set forth above, without demand, offset, abatement, diminution or reduction. The first installment shall be payable upon the execution of this Lease and subsequent installments shall be payable on the first day of each successive month of the term hereof following the first month of such term and the abated rent period.

3.2. Partial Month. If the term of this Lease begins on a day other than the first day of a month, rent from such day until the first day of the following month shall be prorated (at the rate of one-thirtieth (1/30) of the fixed monthly rental for each day) and shall be payable, in arrears, on the first day of the first full calendar month of the term hereof (and, in such event, the installment of rent paid at execution hereof shall be applied to the rent due for the first full calendar month of the term hereof).

3.3. Address For Payment. All rent and other sums due to Landlord hereunder shall be payable to RB 41/47 PCE, LLC, c/o Rubenstein Partners, Cira Centre, 2929 Arch Street, Philadelphia, Pennsylvania 19104-2868, or to such other party or at such other address or by such other means (such as automatic debit or electronic transfer) as Landlord may designate, from time to time, by written notice to Tenant. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord.

3.4. Non-Waiver of Rights. If Landlord, at any time or times, shall accept rent or any other sum due to it hereunder after the same shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute, or be construed as, a waiver of any of Landlord's rights hereunder. At all times that Landlord shall direct Tenant to pay rent or other sums to a "lockbox" or other depository whereby checks, wire transfers or direct deposits issued in payment of rent or other sums are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under the Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received such funds, and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said ten (10) day period, Landlord shall not have refunded (or attempted to refund) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay rent or other sums if and for so long as Tenant shall timely pay the rent or other sums required pursuant to the Lease in the manner designated by Landlord.

3.5. Additional Sums Due; No Set-Off. All sums payable by Tenant under this Lease, whether or not stated to be rent, minimum rent or additional rent (including, without limitation, the amounts due under Sections 4.2, 4.3 and 5 of this Lease), shall be collectible by Landlord as rent, and upon default in payment thereof Landlord shall have the same rights and remedies as for failure to pay rent (without prejudice to any other right or remedy available

therefor). All minimum rent, additional rent and other sums payable by Tenant under this Lease shall be paid, when due, without demand, offset, abatement, diminution or reduction. Additional rent shall include all sums which may become due by reason of Tenant's failure to comply with any of the terms, conditions and covenants of the Lease to be kept and observed by Tenant and any and all damages, costs and expenses (including without limitation thereto reasonable attorney fees) which Landlord may suffer or incur by reason of any default of Tenant. Without limiting the foregoing, Tenant shall be responsible for all attorneys' fees incurred by Landlord in any court proceeding or in any bankruptcy proceeding relating to the exercise of Landlord's rights under the Bankruptcy Code, including, without limitation, Landlord's rights under Sections 362, 365 and/or 503 of the Bankruptcy Code.

3.6. Personal Property and Other Taxes. As additional rent and to the extent not included in Taxes, Tenant shall pay monthly or otherwise when due, whether collected by Landlord or collected directly by the governmental agency assessing the same, any taxes imposed or calculated on Tenant's rent or with respect to Tenant's use or occupancy of the Premises or Tenant's business or right to do business in the Premises, including, without limitation, a gross receipts tax or sales tax on rents or a business privilege tax or use or occupancy tax, whether such tax exists at the date of this Lease or is adopted hereafter during the term of this Lease or during any renewal or extension thereof; but nothing herein shall be taken to require Tenant to pay any income, estate, inheritance or franchise tax imposed upon Landlord. Without limiting the foregoing, Tenant will pay promptly when due and in any event not later than fifteen (15) days after receipt of a bill (whether such bill be submitted by Landlord, the appropriate governmental body or otherwise) all city, state, county and local taxes and fees imposed upon the use and occupancy of the Premises. In addition to the foregoing, Tenant shall be responsible to pay when due all taxes imposed upon all personal property of Tenant.

3.7. Security Deposit. Intentionally Deleted.

4. Increases in Taxes and Operating Expenses.

4.1. Definitions. As used in this Paragraph 4, the following terms shall be defined as hereinafter set forth:

(i) "Taxes" shall mean all taxes and assessments of whatever kind, general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Building or with respect to the ownership of the Building and the Property, and any existing or future improvements to the Building or the Property, all of the foregoing as allocable and attributable to each given calendar year which occurs during the term of this Lease (and any renewals and extensions thereof). Taxes shall include, without limitation, real estate taxes, any assessment imposed by any public or private entity by reason of the Building being currently or hereafter located in a special services district or similar designation or any other tax based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent. Notwithstanding the foregoing, there shall be excluded from Taxes all excess profit taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Building). If, due to a future change in the method of taxation, any franchise, income, profit or other tax,

however designated, shall be levied or imposed in addition to or in substitution, in whole or in part, for any tax which would otherwise be included within the definition of Taxes, such other tax shall be deemed to be included within Taxes as defined herein. Taxes also shall include amounts paid to anyone engaged by Landlord to contest the amount or rate of taxes, provided that the amounts so paid do not exceed the savings procured. Tenant acknowledges that the exclusive right to protest, contest or appeal Taxes shall be in Landlord's reasonable discretion and Tenant hereby waives any or all rights now or hereafter conferred upon it by law to independently contest or appeal any Taxes.

(ii) (1) "Operating Expenses" shall mean Landlord's actual out-of-pocket expenses, adjusted as set forth herein and as allocable and attributable to each given calendar year which occurs during the term of this Lease (and any renewals and extensions thereof), in respect of the operation, maintenance, repair, replacement of certain items or components, and management of the Building and the Property (after deducting any reimbursement, discount, credit, reduction or other allowance received by Landlord) and shall include, without limitation: (A) wages and salaries (and taxes and insurance imposed upon employers with respect to such wages and salaries) and fringe benefits paid to persons directly employed by Landlord to render services in the normal operation, maintenance, cleaning, and repair of the Building and the Property, the replacement of any Property item or component and any security personnel for the Building and the Property, excluding any overtime wages or salaries paid for providing extra services exclusively for any specific tenants; (B) costs of independent contractors hired for, and other costs directly in connection with, the operation, security, maintenance, cleaning, and repair of the Building and related facilities and amenities at the Property including the replacement of any Property item or component; (C) costs of materials, supplies and equipment (including trucks) used in connection with the operation, security, maintenance, cleaning, and repair of the Building and related facilities and amenities at the Property including the replacement of any Property item or component; (D) costs of electricity, steam, water, sewer, fuel and other utilities used at the Building or the Property, together with the cost of providing the services specified in Paragraph 5 hereof, and, at Landlord's reasonable discretion, costs of new wiring, conduit, and other equipment and facilities for distribution of telecommunication services to the extent such utilities, services, equipment and/or facilities are not separately chargeable to an occupant of the Building and benefit all tenants of the Building; (E) cost of insurance for public and general liability insurance and insurance relating to the Building and the Property, including fire and extended coverage or "All-Risk" coverage, if available, and coverage for elevator, boiler, sprinkler leakage, water damage, and property damage, plate glass, personal property owned by Landlord, fixtures, and rent protection (all with such coverages and in such amounts as Landlord may elect or be required to carry), but excluding any charge for increased premiums due to acts or omissions of other occupants of the Building because of extra risk which are reimbursed to Landlord by such other occupants; (F) costs of tools, supplies and services; (G) costs of "Essential Capital Improvements," as defined in and to the extent permitted pursuant to subparagraph 4.1(ii)(3) below; (H) costs of alterations and improvements to the Building or the Property made pursuant to any Governmental Requirements (as defined in subparagraph 4.1(iii) below) which are not capital in nature (except to the extent permitted by subparagraph 4.1(ii)(3) below), and which are not the obligation of Tenant or any other occupant of the Building or elsewhere in the Property; (I) legal (except in the case of enforcing Landlord's rights with respect to tenants of the Building) and accounting fees and disbursements

necessarily incurred in connection with the ownership, maintenance and operation of the Building and the Property, and the preparation, determination and certification of bills for Taxes and Operating Expenses pursuant to this and other leases at the Building; (J) sales, use or excise taxes on supplies and services and on any of the other items included in Operating Expenses; (K) costs of redecorating, repainting, maintaining, repairing and replacing the common areas of the Building (including seasonal decorations); (L) reasonable market management fees payable to the managing agent for the Building and the Property (provided, however, that if management fees are paid to any affiliate of Landlord, then the amount thereof to be included in Operating Expenses shall not exceed such amount as is customarily being charged for similar services rendered to comparable buildings in the geographical sub-market within which the Property is located, but in no event less than three percent [3%] of all revenues); (M) the cost of telecommunications service, postage, office supplies, maintenance and repair of office equipment and similar costs related to the direct operation of the Building's management and superintendent's offices; (N) the cost of licenses, permits and similar fees and charges related to operation, maintenance and repair of the Building and the Property including the replacement of any Property item or component, other than any of the foregoing relating to tenant improvements; and (O) without limiting any of the foregoing, any other expenses or charges which, in accordance with sound accounting and management principles generally accepted with respect to a first-class suburban office building, would be construed as an operating expense. Operating Expenses (including such as are stated above which relate or are applicable to the Property) shall include, without limitation, any and all sums for landscaping, ground and sidewalk maintenance, sanitation control, extermination, cleaning, lighting, snow removal, parking area and driveway striping and resurfacing, fire protection, fire safety, policing, security systems, public liability and property damage insurance, and expenses for the upkeep, maintenance, repair and operation of the Property, including the replacement of any Property item or component, all as payable in respect of or allocable to the Building by virtue of the ownership thereof. **The term "Operating Expenses" shall not include:** (a) the cost of redecorating or special cleaning or similar services to individual tenant spaces, not provided on a regular basis to other tenants of the Building; (b) wages or salaries paid to executive personnel of Landlord not providing full-time service at the Property; (c) the cost of any new item (not replacement or upgrading of an existing item) which, by standard accounting principles, should be capitalized (except as provided above or in Paragraph 4.1(ii)(3) below); (d) any charge for depreciation, amortization or interest paid or incurred by Landlord; (e) leasing commissions, finders fees and all other leasing expenses incurred in procuring tenants in the Building; (f) Taxes; (g) any costs incurred in the ownership of the Building, as opposed to the operation and maintenance of the Building, including Landlord's income taxes, excess profit taxes, franchise taxes or similar taxes on Landlord's business; preparation of income tax returns; corporation, partnership or other business form organizational expenses; franchise taxes; filing fees; or other such expenses; or any costs incurred in cleaning up any environment hazard or condition in violation of any environmental law (except to the extent caused by Tenant); (h) legal fees for the negotiation or enforcement of leases; (i) expenses in connection with services or other benefits of a type which are not Building standard but which are provided to another tenant or occupant; (j) any items to the extent such items are required to be reimbursed to Landlord by Tenant (other than through Tenant's additional rent), or by other tenants or occupants of the Building or by third parties; (k) depreciation or amortization, except in the form of a "sinking fund" for periodic replacement of carpeting and for periodic

repainting (both in common areas only), or interest and principal paid on any mortgage, or ground rents paid under land leases (except for payment of any triple-net expenses required by such leases), or amortization of capital expenditures permitted by Subparagraph 4.1(vi)(3) below; (l) the cost of constructing tenant improvements or installations for any tenant in the Building, including any relocation costs; (m) brokerage commissions, origination fees, points, mortgage recording taxes, title charges and other costs or fees incurred in connection with any financing or refinancing of the Building; (n) attorneys' fees and disbursements, incurred in connection with the leasing of space in the Building (including without limitation the enforcement of any lease or the surrender, termination or modification of any lease of space in the Building); (o) advertising and promotional expenses, brochures with respect to the Building; (p) cost of repairs or replacements occasioned by fire, windstorm or other casualty, the costs of which are reimbursed by insurance or reimbursed by governmental authorities in eminent domain; (q) overhead and profit increment paid to subsidiaries or affiliates of Landlord for services on or to the Property, to the extent that the costs of such services exceed market-based costs for such services rendered by unaffiliated persons or entities of similar skill, competence and experience; (r) penalties, fines, legal expenses, or late payment interest incurred by Landlord due to violation by Landlord, or Landlord's agents, contractors or employees, of either the payment terms and conditions of any lease or service contract covering space in the Building or Landlord's obligations as owner of the Building (such as late payment penalties and interest on real estate taxes, late payment of utility bills); (s) any compensation paid to clerks, attendants or other persons in any commercial concession operated by Landlord in the Building from which Landlord receives any form of income whatsoever, whether or not Landlord actually makes a profit from such concession; or (t) costs incurred in connection with correcting latent defects in the Building, or in repairing or replacing Building equipment, where such repair or replacement results from original defects in design, manufacture or installation rather than from ordinary wear and tear or use. If Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of performance by Landlord, Operating Expenses shall nevertheless be deemed to include the amount Landlord would reasonably have incurred if Landlord had in fact performed the work or service at its expense. Notwithstanding the foregoing, in the event the Landlord now, or in the future, employs oil or gas to partially fuel the HVAC at the Building, the cost of such oil or gas shall be included in Operating Expenses.

(2) In determining Operating Expenses for any year, if less than 95% of the rentable square feet of the Building shall have been occupied by tenants at any time during such year, Operating Expenses shall be deemed for such year to be an amount equal to the like expenses which Landlord reasonably determines would normally be incurred had such occupancy been 95% throughout such year. In no event shall the total of Taxes and Operating Expenses for any year be deemed to be less than the Base Amount for Taxes and Operating Expenses.

(3) In the event Landlord shall make a capital expenditure for an "Essential Capital Improvement", as hereinafter defined in this subsection (3), during any year, the annual amortization of such expenditure (determined by dividing the amount of the expenditure by the useful life of the improvement, but in no event longer than twelve years), plus any reasonable interest or financing charges thereon (or, if such improvements are funded from

reserves, a reasonable sum imputed in lieu of such financing charges), shall be deemed an Operating Expense for each year of such period. As used herein, an “Essential Capital Improvement” means any of the following: (A) a labor saving device, energy saving device or other installation, improvement, upgrading or replacement which reduces or is intended to reduce Operating Expenses as referred to above, whether or not voluntary or a Governmental Requirement; or (B) an installation, improvement, alteration or removal of any improvements including architectural or communication barriers which are made to the Building by reason of any Governmental Requirement whether or not such improvements are structural in nature and whether or not such Governmental Requirement either existed or was required of the Landlord on the date of execution of this Lease, if such Governmental Requirement is or will be applicable generally to similar suburban office buildings in the vicinity of the Building; or (C) an installation or improvement which directly enhances the safety of occupants or tenants in the Building generally, whether or not voluntary or a Governmental Requirement (as, for example, but without limitation, for general safety, fire safety or security).

(iii) “Governmental Requirements” shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Building (including, without limitation, the Premises) including, but not limited to, requirements under all applicable state, county or local building, zoning, fire and other codes, requirements, decisions, directors, orders or approvals and all federal, state and local requirements and regulations and the provisions of, and regulations promulgated pursuant to, any other law, rule, statute, ordinance or regulation governing accessibility by persons with physical disabilities (including, without limitation, 42 U.S.C. Section 12101 *et seq.* (the “Americans with Disabilities Act of 1990”), and all requirements and restrictions contained in or promulgated pursuant to any declaration or other document placed of record applicable to or affecting the Building.

(iv) “Base Amount for Taxes and Operating Expenses” shall mean the total of Taxes and Operating Expenses allocable and attributable to calendar year 2009 (“Base Year”) for the Building. The Base Amount for Operating Expenses shall be calculated on the basis of the Building being 95% occupied in accordance with Paragraph 4.1(ii)(2) hereof.

(v) “Tenant’s Proportionate Share” shall be 26.25%. This is equal to the ratio of the rentable square feet of the Premises, as set forth above, to the total rentable square feet of space in the Building, which is 94,416 rentable square feet.

(vi) “Tenant’s Share of Taxes and Operating Expenses” shall mean, with respect to any calendar year, the product of (A) Tenant’s Proportionate Share, multiplied by, (B) the amount, if any, by which the total of Taxes and Operating Expenses for such calendar year exceeds the Base Amount for Taxes and Operating Expenses.

(vii) “Tenant’s Estimated Share” shall mean, with respect to any calendar year, the product of (A) Tenant’s Proportionate Share, multiplied by (B) the amount, if any, by which Landlord’s good faith estimate of the total of Taxes and Operating Expenses for such calendar year exceeds the Base Amount for Taxes and Operating Expenses.

4.2. Tenant's Share of Taxes and Operating Expenses.

(i) For and with respect to each calendar year which occurs during the term of this Lease (and any renewals or extensions thereof) there shall accrue, as additional rent, Tenant's Share of Taxes and Operating Expenses, appropriately prorated for any partial calendar year occurring within the term.

(ii) Landlord shall furnish to Tenant, on or before December 31 of each calendar year during the term hereof, a statement for the next succeeding calendar year setting forth Tenant's Estimated Share and the information on which such estimate is based. On the first day of the new calendar year, Tenant shall pay to Landlord, on account of Tenant's Estimated Share, an amount equal to one-twelfth (1/12) of Tenant's Estimated Share, and on the first day of each succeeding month up to and including the time that Tenant shall receive a new statement of Tenant's Estimated Share, Tenant shall pay to Landlord, on account of Tenant's Estimated Share, an amount equal to one-twelfth (1/12) of the then applicable Tenant's Estimated Share.

(iii) Landlord shall furnish to Tenant, on or before April 30 of each calendar year during the term hereof, a detailed statement (the "Expense Statement") prepared by Landlord or its agent or accountants setting forth for the previous calendar year: (A) the actual amount of Taxes and Operating Expenses for the previous calendar year; (B) the Base Amount for Taxes and Operating Expenses; (C) the Tenant's Proportionate Share; (D) the Tenant's Share of Taxes and Operating Expenses; (E) the Tenant's Estimated Share; and (F) a statement of the amount due to Landlord, or to be credited to Tenant, as a final adjustment in respect of Tenant's Share of Taxes and Operating Expenses for the previous calendar year (the "Final Adjustment Amount"). The Final Adjustment Amount shall be calculated by subtracting the Tenant's Estimated Share from the Tenant's Share of Taxes and Operating Expenses. On the first day of the first calendar month (but in no event sooner than ten [10] days) following delivery of the Expense Statement to Tenant, Tenant shall pay to Landlord the Final Adjustment Amount calculated as set forth in the Expense Statement. If the Final Adjustment Amount is a negative quantity, then Landlord shall credit Tenant with the amount thereof against the next payment of minimum rent due by Tenant hereunder, except that with respect to the last year of the Lease, if an Event of Default has not occurred, Landlord shall refund Tenant the amount of such payment in respect of the Final Expense Adjustment within thirty (30) days after Landlord provides the Expense Statement for such final year of the Lease. In no event, however, shall Tenant be entitled to receive a credit greater than the payments made by Tenant as payments of Tenant's Estimated Share for the calendar year to which the Final Adjustment Amount relates.

(iv) Notwithstanding the foregoing, with respect to Tenant's obligation to pay Tenant's Proportionate Share of Taxes and Operating Expenses in excess of the Base Amount for Taxes and Operating Expenses, Operating Expenses other than utility charges, above standard security costs mandated by law and insurance premiums and costs, ("Controllable Operating Expenses") will be subject to a cap each calendar year (the "Cap") after calendar year 2009. The "Cap" for any calendar year will be the Controllable Operating Expenses for calendar year 2009 plus five percent (5%) per annum, compounded annually on a cumulative basis. Controllable Operating Expenses, and the Cap thereon, will be determined

on an aggregate basis and not on an individual basis, and the Cap on Controllable Operating Expenses will be determined on Operating Expenses as they have been adjusted for vacancy or usage pursuant to the terms of this Lease. The Cap on Controllable Operating Expenses, as provided for in this subsection, will not limit or otherwise affect Tenant's obligation to pay Tenant's Proportionate Share of uncontrollable Operating Expenses and Taxes or any other component of rent under this Lease.

4.3. Audits. The information set forth on all statements furnished to Tenant pursuant to this Paragraph 4, including each Expense Statement, and all documents relating to Tenant's Estimated Share, Tenant's Share of Taxes and Operating Expenses, the Final Adjustment Amount, and all supportive documentation and calculations, shall be deemed approved by Tenant unless, within sixty (60) days after submission to Tenant, Tenant shall notify Landlord in writing that it disputes the correctness thereof, specifying in detail the basis for such assertion, and that Tenant intends to exercise its right to audit Landlord's books and records as they pertain to Operating Expenses and Taxes in accordance with this paragraph. Pending the resolution of any dispute, however, Tenant shall continue to make payments in accordance with the statement or information as furnished. Tenant shall have the right to have Landlord's books and records pertaining to Operating Expenses and Taxes for any year during the term of this Lease reviewed and audited and each such audit shall relate only to the calendar year most recently ended ("Tenant's Audit") provided that (i) such right shall not be exercised more than once during any calendar year; (ii) if Tenant elects to conduct Tenant's Audit, Tenant shall provide Landlord with written notice thereof no later than sixty (60) days following Tenant's receipt of Landlord's statement of Operating Expenses for the prior calendar year; (iii) Tenant shall have no right to conduct Tenant's Audit if Tenant is, either at the time Tenant forwards Landlord written notice that Tenant's Audit will be conducted or at any time during Tenant's Audit, then in default under this Lease beyond applicable notice and cure periods; (iv) conducting Tenant's Audit shall not relieve Tenant from the obligation to pay Tenant's Share of Operating Expenses and Taxes, as billed by Landlord, when due; (v) Tenant's right to conduct such audit for the prior calendar year shall expire sixty (60) days following Tenant's receipt of Landlord's statement of Operating Expenses for such year, and if Landlord has not received written notice of such audit within such 30-day period, Tenant shall have waived its right to conduct Tenant's Audit for the prior calendar year; (vi) Tenant's Audit shall be conducted at Landlord's office where the records of the year in question are maintained by Landlord, during Landlord's normal business hours, so long as such records and office are located in Atlanta, Georgia; otherwise, Landlord will make such records available in the continental United States and, to the extent the same can be done without unreasonable expense or burden to Landlord, Landlord shall make such records available in Atlanta, Georgia; (vii) Tenant's Audit shall be conducted at Tenant's sole cost and expense except as set forth below; (viii) Tenant's Audit shall be conducted by a qualified employee/consultant of Tenant and/or a reputable "Certified Public Accountant" or other qualified professional who has experience reviewing financial operating records of office building landlords, provided that such CPA shall not be retained on a contingency or performance bonus basis; (ix) Tenant shall provide to Landlord a copy of Tenant's findings associated with Tenant's Audit within ten (10) days following the completion of such audit; and (x) Tenant's Audit shall be limited to a determination of whether or not Landlord calculated the Operating Expenses in accordance with the terms and conditions of this Lease and normal and customary accounting methods used by owners of similar buildings in the area for calculating Tenant's Estimated Share. In the event that Tenant's Audit demonstrates to

Tenant's reasonable satisfaction that Landlord has understated the Operating Expenses and Taxes for the prior calendar year, then Tenant's Share of the shortfall amount shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt of documentation reasonably acceptable to Landlord and Tenant reflecting the calculation of such understated amount. In the event that Tenant's Audit demonstrates to Landlord's reasonable satisfaction that Landlord has overstated the Operating Expenses for the prior calendar year, then Tenant's Share of the overstated amount shall be promptly refunded to Tenant. Further, in the event Tenant's Audit demonstrates to Landlord's reasonable satisfaction that Landlord has overstated the Operating Expenses for the prior calendar year by five percent (5%) or more, Landlord shall pay the reasonable, actual costs of Tenant's Audit, not to exceed \$5,000.00.

4.4. Survival. Notwithstanding anything herein contained to the contrary, Tenant understands and agrees that additional rent for increases of Taxes and Operating Expenses described in this Paragraph 4 are attributable to and owing for a specific twelve (12) month period, and are generally determined in arrears. Accordingly, Tenant agrees that, within twenty-four (24) months following the expiration of the term of this Lease, or after default by Tenant with respect to this Lease, Landlord may bill Tenant for (i) the entire amount of accrued and uncollected additional rent attributable to increases in Taxes and Operating Expenses under this Paragraph 4, and (ii) any unpaid charges for usage, services or other amounts with respect to any period during the term of this Lease; and the amount of such bill shall be due and payable to Landlord within ten (10) business days after rendering thereof.

5. Services. Landlord agrees that during the term of the Lease, Landlord shall provide services as set forth in this Paragraph 5.

5.1. HVAC and Electricity. Landlord shall furnish (a) heat, ventilation and air conditioning (including the labor, maintenance and equipment necessary to provide the same), (b) electricity and other utilities needed to operate such systems and (c) electricity for lighting and general power for office use.

(i) Non-Standard Usage; After-Hours. Tenant shall pay the cost of supplying the Premises with the foregoing services at times outside of Business Hours or in amounts in excess of Building Standard Consumption (as such terms are defined hereinbelow), at such rates as Landlord shall specify from time to time to cover all of the estimated costs and expenses incurred by Landlord in connection with supplying the Premises with such service, including, without limitation, the costs of labor and utilities associated with such service and including applicable sales or use taxes thereon, such amounts to be paid by Tenant within ten (10) days after submission by Landlord of a statement to Tenant setting forth the amount due. With respect to heat, ventilation and air conditioning required by Tenant outside of Business Hours, Tenant shall notify Landlord by 12:00 noon on the day such after-hours use is desired, except if such use is desired for a weekend, in which event Tenant shall notify Landlord no later than 12:00 noon on the Friday immediately preceding such weekend. "Business Hours" shall mean Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturday from 8:00 a.m. to 1:00 p.m., Holidays (defined below) excepted. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any day set aside to celebrate such holidays are "Holidays" under this Lease. "Building Standard Consumption" shall mean the consumption necessary, in Landlord's reasonable judgment, for use and comfortable

occupancy of the Premises when occupied by the density of people for which the building standard system was designed with occupants using Standard Office Equipment. "Standard Office Equipment" shall mean all office equipment normally found in an office facility but shall not include "main frame" computer and communication systems, telephone switches and conference or training rooms (or items similar thereto) which require Additional Electric Equipment, as hereinafter defined in Paragraph 5.1(iv) below, or additional air conditioning service or systems.

(ii) Separate Metering; Survey. Landlord reserves the right, at Tenant's sole cost, to determine Tenant's charge for electrical usage by separate meter or electrical engineering survey. At any time after the installation of separate metering for the Premises (or any part thereof), or the completion of such survey, Landlord shall furnish to Tenant a statement setting forth the amount due for Tenant's electric usage (or the part thereof that is so metered or subject to such survey), and the total amount set forth in such statement shall be due and payable by Tenant within ten (10) days after submission to Tenant by Landlord of such statement. In such case, Tenant shall pay the actual costs for such consumption based upon the average KWH rate paid by Landlord.

(iii) System Failure. Landlord shall not be responsible for any failure or inadequacy of the air conditioning system if such failure or inadequacy results from the occupancy of the Premises by persons in excess of the density anticipated or for which the system was designed, or if Tenant uses the Premises in a manner for which it was not designed, or if Tenant installs or operates machines, appliances or equipment which exceed the maximum wattage per square foot contemplated by, or generate more heat than anticipated in, the design of the Premises (as such design standards may be set forth in Exhibit F attached hereto or otherwise established by Landlord if not so set forth).

(iv) Additional Electrical Equipment. Tenant will not install or use electrically-operated equipment in excess of the design capacity of the Premises (as such design standards may be set forth in Exhibit F attached hereto or otherwise established by Landlord if not so set forth) and Tenant will not install or operate in the Premises any electrically-operated equipment or machinery other than that commonly used in a normal office operation without first obtaining the prior written consent of the Landlord. Landlord may condition any consent required under this Paragraph 5.1(v) upon the installation of separate meters (and transformers or electrical panels) for such equipment or machinery at Tenant's expense and the payment by Tenant of additional rent as compensation for the additional consumption of electricity occasioned by the operation of such additional equipment or machinery, at the rates and in the manner set forth in Paragraph 5.1(ii) or (iii) above. Landlord shall replace, when and as requested by Tenant, light bulbs and tubes, and ballasts, within the Premises which are Building standard, the cost of which Building standard replacement light bulbs and tubes, and ballasts, plus the labor cost for such replacement, to be included in Operating Expenses. At Landlord's option such undertaking of Landlord shall not include bulbs or tubes for any non-Building standard lighting, high hats, or other specialty lighting of Tenant, which shall be and remain the responsibility of Tenant).

(v) Regulatory Compliance. The furnishing of the foregoing heating, ventilation, air conditioning and electricity services shall be subject to any statute,

ordinance, rule, regulation, resolution or recommendation for energy conservation which may be promulgated by any governmental agency or organization which Landlord shall be required to comply with or which Landlord determines in good faith to comply with.

5.2. Water and Sewer. Furnish the Building with water (i) for drinking, lavatory, toilet and sanitary sewer purposes drawn through fixtures installed by Landlord, (ii) necessary for the operation of the Building's fire safety devices, and (iii) if required by the Building's HVAC system, necessary for the operation of such system.

5.3. Elevator; Access. Provide passenger elevator service to the Premises during all working days (Saturday, Sunday and Holidays excepted) from 8:00 a.m. to 6:00 p.m., with one elevator (which may be a freight elevator) subject to call at all other times. Tenant and its employees and agents shall have access to the Premises at all times, subject to compliance with such security measures as shall be in effect for the Building. Elevator services for freight shall be supplied in common with service to other tenants and for other Building requirements at reasonable times during Business Hours for routine deliveries in the ordinary course of Tenant's business. Unusual or unusually large deliveries requiring use of the freight elevators shall be scheduled in advance with Landlord so as not to interfere with the operations of the Building or other tenants. Freight elevator service outside of Business Hours shall be provided to Tenant upon reasonable written advance notice, at charges equal to Landlord's cost for providing such service from time to time, which shall be payable by Tenant to Landlord not later than ten (10) days after Landlord's bill therefor.

5.4. Janitorial. Provide janitorial service to the Premises as specified on Exhibit D annexed hereto. Any and all additional or specialized janitorial or trash removal service desired by Tenant (i) shall be contracted for by Tenant directly with Landlord's janitorial agent and the cost and payment thereof shall be and remain the sole responsibility of Tenant, or (ii) at the option of Landlord, shall be contracted for by Landlord and paid for by Tenant to Landlord within ten (10) days after the submission by Landlord of a statement to Tenant setting forth the amount due. If Landlord shall from time to time reasonably determine that the use of any cleaning service in the Premises, including without limitation, removal of refuse and rubbish from the Premises, is in an amount greater than usually attendant upon the use of such Premises as offices, the reasonable cost of such additional cleaning services shall be paid by Tenant to Landlord as additional rent, on demand. Tenant shall comply with any reasonable recycling plans or programs established by Landlord from time to time.

5.5. Security. Landlord provides a security card or code type access system at the main entrance to the Building for Tenant's convenience. Tenant and Tenant's employees, as well as other tenants of the Building, will have access to the Building using such access system. During non-Business Hours, Tenant, its employees and invitees shall close and secure the entrances to the Building upon entering and exiting the Building. Landlord makes no representation that the access system or any future system employed at the Building to monitor access to the Building outside of standard business hours will prevent unauthorized access to the Building or the Premises, and Tenant acknowledges that no security guards are provided by Landlord. Accordingly, Tenant agrees that Tenant shall be responsible for security of the Premises and the security and safety of Tenant's employees, invitees, officers, directors, contractors, subcontractors and agents. In furtherance of the foregoing, Landlord assumes no

liability or responsibility for Tenant's personal property whether such are located in the Premises or elsewhere in the Building or the Property. Tenant further acknowledges that Landlord may (but shall have no obligation to) alter current security measures in the Building, and Tenant agrees that it shall cooperate fully, and shall cause its employees and invitees to cooperate fully, with any requests of Landlord in connection with the implementation of any new security procedures or other arrangements. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord or required by Governmental Requirements.

5.6. Repairs. Make (i) all structural repairs to the Building, (ii) all repairs to the exterior windows and glass and all repairs to the common areas of the Building and (iii) all repairs which may be needed to the mechanical, electrical and plumbing systems in the Premises, excluding repairs to (or replacement of) any non-building standard fixtures or other improvements in the Premises installed by Tenant or made by or at the request of Tenant and requiring unusual or special maintenance. In the event that any repair is required by reason of the negligence or abuse of Tenant or its agents, employees, invitees or of any other person using the Premises with Tenant's consent, express or implied, Landlord may make such repair and add the cost thereof to the first installment of rent which will thereafter become due, unless Landlord shall have actually recovered such cost through insurance proceeds.

5.7. System Changes. Tenant shall not install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacement or additions to the water, plumbing, heating, air conditioning or the electrical systems servicing the Premises or any other portion of the Building; nor install any plumbing fixtures in the Premises; nor use in excess of normal office use any of the utilities, the common areas of the Building, the janitorial or trash removal services, or any other services or portions of the Building without the prior written consent of the Landlord, and in the event such consent is granted, the cost of any such installation, replacements, changes, additions or excessive use shall be paid for by Tenant, in advance in the case of any installations replacements and additions, and promptly upon being billed therefor in the case of charges in excessive use.

5.8. Directory. Landlord shall maintain a directory of office tenants in the lobby area of the Building, on which shall be listed the name of Tenant. In the event Landlord permits Tenant to add more names to the directory (which Landlord may grant or deny in its sole discretion), Tenant shall pay the actual cost of lobby directory signage over an allowance of one (1) directory space per Tenant.

5.9. Overhead Fee. Notwithstanding anything to the contrary contained in this Paragraph 5, Landlord reserves the right to impose a reasonable administrative overhead charge, not to exceed ten percent (10%), whenever Landlord provides or arranges for additional or above standard services.

5.10. Limitation Regarding Services. It is understood that Landlord does not warrant that any of the services referred to in this Paragraph 5 will be free from interruption from causes beyond the control of Landlord. Landlord reserves the right, without any liability to Tenant, and without being in breach of any covenant of this Lease, to interrupt or suspend service of any of the heating, ventilating, air-conditioning, electric, sanitary, elevator or other Building systems serving the Premises, or the providing of any of the other services required of

Landlord under this Lease, whenever and for so long as may be necessary by reason of accidents, emergencies, strikes or the making of repairs or changes which Landlord is required by this Lease or by law to make or in good faith deems advisable, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control, including without limitation, mechanical failure and governmental restrictions on the use of materials or the use of any of the Building systems. In each instance, however, Landlord shall exercise commercially reasonable diligence to eliminate the cause of interruption and to effect restoration of service, and shall give Tenant reasonable notice, when practicable, of the commencement and anticipated duration of such interruption. Tenant shall not be entitled to any diminution or abatement of rent or other compensation nor shall this Lease or any of the obligations of the Tenant be affected or reduced by reason of the interruption, stoppage or suspension of any of the Building systems or services arising out of the causes set forth in this Paragraph. To the fullest extent permitted by law, Tenant hereby waives all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as may be provided by any law, statute or ordinance now or hereafter in effect. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as specifically and expressly herein set forth.

5.11. Self Help.

(i) Landlord shall make any repairs required by an emergency affecting the operation of the Building promptly upon notice from Tenant. If Landlord fails to commence any action in response to an emergency within two (2) hours after notification from Tenant, and such failure materially affects Tenant's use and enjoyment of the Premises, then Tenant shall be entitled to take action upon notice to Landlord as is reasonable under the circumstances (oral or written). If Landlord fails to cure or remedy such emergency event or condition within a reasonable time period considering the nature of the emergency, Tenant may remedy such condition and deliver an invoice to Landlord for the actual out-of-pocket costs and expenses incurred by Tenant therefor (not to exceed Five Thousand and No/100 Dollars [\$5,000.00] per exercise or related events of exercise of self-help rights hereunder), provided that any work performed by Tenant under this Section shall be done in accordance with subsection (ii) below. Landlord shall pay to Tenant the amount of such invoice within thirty (30) days after Tenant's delivery of the invoice, together with supporting documentation evidencing Tenant's payment of the invoiced costs. If Landlord refuses or fails to repay such amount within the 30-day time period provided above, Tenant's sole remedy will be an action for damages against Landlord, it being agreed Tenant has no offset rights against rent for any amounts reimbursable to Tenant under this Section.

(ii) If Tenant seeks to cure or remedy an emergency condition which gives rise to Tenant's remedies set forth in this Section, Tenant shall (a) use only such contractors and suppliers as are duly licensed in the State of Georgia and insured to effect such repairs and who perform such repairs on comparable buildings in the normal course of their business (and, in the case of any work on or affecting the Building roof, only such contractors as are designated by Landlord); (b) promptly effect such repairs in a good and workmanlike quality and manner; (c) use new materials; and (d) make reasonable efforts to minimize any adverse impacts on existing warranties.

6. Care of Premises. Tenant agrees, on behalf of itself, its employees and agents, that during the term of this Lease, Tenant shall comply with the covenants and conditions set forth in this Paragraph 6.

6.1. Insurance and Governmental Requirements. At all times during the term of this Lease and any extension or renewal hereof, Tenant, at its cost, shall comply with, and shall promptly correct any violations of, (i) all requirements of any insurance underwriters, or (ii) any Governmental Requirements relating to Tenant's use and occupancy of the Premises. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all loss, damages, claims of third parties, cost of correction, expenses (including attorney's fees and cost of suit or administrative proceedings) or fines arising out of or in connection with Tenant's failure to comply with Governmental Requirements. The provisions of this Paragraph 6.1 shall survive the expiration or termination of this Lease.

6.2. Access. Tenant shall give Landlord, its agents and employees, access to the Premises at all reasonable times upon reasonable notice, and at any time without notice in the case of an emergency, without charge or diminution of rent, to enable Landlord (i) to examine the same and to make such repairs, additions and alterations as Landlord may be permitted to make hereunder or as Landlord may deem advisable for the preservation of the integrity, safety and good order of the Building or any part thereof; and (ii) to show the Premises to prospective mortgagees and purchasers and to prospective tenants. If representatives of Tenant shall not be present on the Premises to permit entry upon the Premises by Landlord or its agents or employees, at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter the Premises by means of a master key (or, in the event of any emergency, forcibly) without any liability whatsoever to Tenant and without such entry constituting an eviction of Tenant or a termination of this Lease. Landlord shall not be liable by reason of any injury to or interference with Tenant or Tenant's business arising from the making of any repairs, alterations, additions or improvements in or to the Premises or the Building or to any appurtenance or any equipment therein.

6.3. Condition. Tenant shall keep the Premises and all improvements, installations and systems therein in good order and condition and repair all damage to the Premises and replace all interior glass broken by Tenant, its agents, employees or invitees, with glass of the same quality as that broken, except for glass broken by fire and extended coverage type risks, and Tenant shall commit no waste in the Premises. If the Tenant refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion, after written notice from Landlord of the need therefor, Landlord may make such repairs at the expense of Tenant and such expense shall be collectible as additional rent. Any such repairs and any labor performed or materials furnished in, on or about the Premises shall be performed and furnished by Tenant in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the Building, and any reasonable regulations imposed by Landlord pertaining thereto. Without limitation of the foregoing, Landlord shall have the right to designate any and all contractors and suppliers to furnish materials and labor for such repairs. Any contractors performing services for Tenant on or about the Premises or Building shall be subject to the requirements governing work by Tenant's contractors as set forth in Exhibit F attached hereto and made a part hereof.

6.4. Surrender. Upon the termination of this Lease in any manner whatsoever, Tenant shall remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as at the inception of the term of this Lease or as the same hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof, damage from fire and other insured casualty and repairs which are Landlord's obligation excepted. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Tenant. To the fullest extent permitted by applicable Law, any unused portion of Tenant's Security Deposit may be applied to offset Landlord's costs set forth in the preceding sentence.

6.5. Signs. Tenant shall not place signs on or about any part of the Building, or on the outside of the Premises or on the exterior doors, windows or walls of the Premises, except on doors and then only of a type and with lettering and text approved by Landlord.

6.6. Care; Insurance. Tenant shall not overload, damage or deface the Premises or do any act which might make void or voidable any insurance on the Premises or the Building or which may render an increased or extra premium payable for insurance (and without prejudice to any right or remedy of Landlord regarding this subparagraph, Landlord shall have the right to collect from Tenant, upon demand, any such increase or extra premium).

6.7. Alterations; Additions. Tenant shall not make any alteration of or addition to the Premises without the prior written approval of Landlord (except for work of a decorative nature). Such approval shall not be unreasonably withheld for nonstructural interior alteration, provided that (i) no Building systems, structure, or areas outside of the Premises are affected by such proposed alteration, and (ii) reasonably detailed plans and specifications for construction of the work, including but not limited to any and all alterations having any impact on or affecting any electrical systems, telecommunications systems, plumbing, HVAC, sprinkler system and interior walls and partitions, are furnished to Landlord in advance of commencement of any work. All such alterations and additions, as well as all fixtures, equipment, improvements and appurtenances installed in and affixed to the Premises at the inception of this Lease term (but excluding Tenant's trade fixtures and modular furniture systems) shall, upon installation, become and remain the property of Landlord. All such alterations and additions shall be maintained by Tenant in the same manner and order as Tenant is required to maintain the Premises generally and, at Landlord's option, upon termination of the term hereof, shall be removed at Tenant's cost without damage to the Premises upon surrender. All alterations and additions by Tenant shall be performed in accordance with the plans and specifications therefor submitted to and approved by Landlord, in a good and workerlike manner and in conformity with all Governmental Requirements. In addition, all such alterations and additions shall be performed at Tenant's sole cost and expense in strict compliance with the requirements governing work by Tenant's contractors as set forth in Exhibit F hereto.

6.8. Mechanics' Liens. Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's usufructory interest in connection with any work or service done or purportedly done by or for the benefit of Tenant. If a lien is so placed, Tenant, within ten (10) days after notice from Landlord, (i) shall discharge (by bonding or otherwise) any

mechanics' lien for material or labor claimed to have been furnished to the Premises on Tenant's behalf (except for work contracted for by Landlord), (ii) shall deliver to Landlord satisfactory evidence thereof, and (iii) shall indemnify and hold harmless Landlord from any loss incurred in connection therewith. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall, within ten (10) days after receipt of an invoice from Landlord, reimburse Landlord for any amount paid by Landlord, including reasonable attorneys' fees, to bond or insure over the lien or discharge the lien.

6.9. Vending Machines. Tenant shall not install or authorize the installation of any coin operated vending machines within the Premises, except machines for the purpose of dispensing coffee, snack foods and similar items to the employees and business visitors of Tenant for consumption upon the Premises, the installation and continued maintenance and repair of which shall be at the sole cost and expense of Tenant.

6.10. Rules and Regulations. Tenant shall observe the rules and regulations annexed hereto as Exhibit E, as the same may from time to time be amended by Landlord for the general safety, comfort and convenience of Landlord, occupants and tenants of the Building.

6.11. Environmental Compliance. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Waste" (as defined below) upon or about the Building, or permit Tenant's employees, agents, contractors, and other occupants of the Premises to engage in such activities upon or about the Building or the Premises. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in offices (or such other business or activity expressly permitted to be undertaken in the Premises pursuant to the terms of this Lease), provided: (a) such substance shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable Governmental Requirements and the manufacturers' instructions therefor, (b) such substances shall not be disposed of, released or discharged in the Building, and shall be transported to and from the Premises in compliance with all applicable Governmental Requirements, and as Landlord shall reasonably require, (c) if any applicable Governmental Requirement or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises, and (d) any remaining such substances shall be completely, properly and lawfully removed from the Building upon expiration or earlier termination of this Lease.

(i) Tenant shall promptly notify Landlord of: (a) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Waste on the Premises or the migration thereof from or to the Building, (b) any demands or claims made or threatened by any party against Tenant or the Premises relating to any loss or injury resulting from any Waste, (c) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Waste on or from the Premises, and (d) any matters where Tenant is required by any Governmental

Requirement to give a notice to any governmental or regulatory authority respecting any Waste on the Premises. Landlord shall have the right (but not the obligation) to join and participate as a party in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Governmental Requirement. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list identifying any Waste then used, stored, or maintained upon the Premises and the use and approximate quantity of each such material. Tenant shall also furnish Landlord with a copy of any material safety data sheet (“MSDS”) issued by the manufacturer as well as any written information concerning the removal, transportation and disposal of the same, and such other information as Landlord may reasonably require or as may be required by Governmental Requirement. The term “Waste” for purposes hereof shall mean any hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger any employee or community “right-to-know” requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a MSDS.

(ii) If any Waste is released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents or contractors, in or about the Building in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Governmental Requirements clean up and remove the Waste from the Building and clean or replace any affected property at the Building (whether or not owned by Landlord), at Tenant’s expense. Such clean up and removal work shall be subject to Landlord’s prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Tenant shall fail to comply with the provisions of this Paragraph within five (5) days after written notice by Landlord, or such shorter time as may be required by any Governmental Requirement or in order to minimize any hazard to any person or property, Landlord may (but shall not be obligated to) arrange for such compliance directly or as Tenant’s agent through contractors or other parties selected by Landlord, at Tenant’s expense (without limiting Landlord’s other remedies under this Lease or applicable Governmental Requirement). If any Waste is released, discharged or disposed of on or about the Building and such release, discharge, or disposal is not caused by Tenant or other occupants of the Premises, or their employees, agents or contractors, such release, discharge or disposal shall be deemed casualty damage under Paragraph 8 to the extent that the Premises or common areas serving the Premises are affected thereby; in such case, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under Paragraph 8.

7. Subletting and Assigning.

7.1. General Restrictions. Tenant shall not assign this Lease or sublet all or any portion of the Premises (either a sublease or an assignment hereinafter referred to as a “Transfer”) without first obtaining Landlord’s prior written consent thereto, which shall not be unreasonably withheld, conditioned or delayed, subject to the terms of this Paragraph 7.

Notwithstanding the foregoing, Landlord hereby consents to the sublease of the entire Premises by Tenant to the City of Dunwoody by a sublease agreement to be executed on or about the date hereof. By way of example and without limitation (and without affecting any of Landlord's rights under Section 365 of the Bankruptcy Code), the parties agree it shall be reasonable for Landlord to withhold consent: (1) if the financial condition of the proposed transferee is not at least equal, in Landlord's reasonable determination, to the financial condition (as of the date of this Lease) of the Tenant named herein; (2) if the proposed use within the Premises conflicts with the use provision set forth herein or is incompatible, inconsistent, or unacceptable with the character, use and image of the Building or the tenancy at the Building in Landlord's reasonable opinion, or conflicts with exclusive use rights granted to another tenant of the Building; (3) if the business reputation and experience of the proposed transferee is not sufficient, in Landlord's reasonable opinion, for it to operate a business of the type and quality consistent with other tenants in the Building; (4) if the document creating the Transfer is not reasonably acceptable to Landlord; (5) the nature of the fixtures and improvements to be performed or installed are not consistent with general office use and the terms of this Lease; (6) if the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord (except if Landlord, or an affiliate of Landlord, has no other available space) or is currently negotiating or has negotiated within the prior six (6) months with Landlord for other space in the Building (or any other building owned by an affiliate of Landlord); (7) if the proposed transferee is a governmental or quasi-governmental agency unaffiliated with Tenant or the City of Dunwoody or if affiliated, the use of the proposed transferee is inconsistent with the permitted use set forth in this Lease; (8) if the proposed transferee will be using or if Landlord has reasonable cause to believe that it is likely to use Waste at the Premises other than those types of Waste normally used in general office operations in compliance with applicable Governmental Requirements; (9) if Landlord has reasonable cause to believe that the proposed transferee's assets, business or inventory would be subject to seizure or forfeiture under any laws related to criminal or illegal activity; (10) intentionally deleted; (11) intentionally deleted; or (12) if any Mortgagee or Ground Lessor (as defined in Section 13.1) withholds, conditions or delays its consent to a proposed assignment or sublease pursuant to a right to do so under such mortgage, deed to secure debt, deed of trust or other similar security instrument or under any underlying lease. If Landlord consents to a Transfer, such consent, if given, will not release Tenant from its obligations hereunder and will not be deemed a consent to any further Transfer. Tenant shall furnish to Landlord, in connection with any request for such consent, reasonably detailed information as to the identity and business history of the proposed assignee or subtenant, as well as the proposed effective date of the Transfer and, prior to the execution thereof, a complete set of the final documentation governing such Transfer, all of which shall be satisfactory to Landlord in form and substance. If Landlord consents to any such Transfer, the effectiveness thereof shall nevertheless be conditioned on the following: (i) receipt by Landlord of a fully executed copy of the full documentation governing the Transfer, in the form and substance approved by Landlord, (ii) any subtenant shall acknowledge that its rights arise through and are limited by the Lease, and shall agree to comply with the Lease (with such exceptions as may be consented to by Landlord including, without limitation, an agreement by subtenant to pay all minimum rent and additional rent directly to Landlord upon Landlord's written request therefor), and (iii) any assignee shall assume in writing all obligations of Tenant hereunder from and after the effective date of such Transfer. Tenant shall not advertise or otherwise disseminate any information regarding the Building or the Premises (including, without limitation, rental rates or other terms upon which Tenant

intends to Transfer) to potential assignees and/or subtenants without in each instance obtaining Landlord's prior written approval and consent as to the specific form and content of any such advertisement, statement, offering or other information (including, without limitation, approval of rental rates and terms). Landlord's acceptance of any name for listing on the Building Directory will not be deemed, nor will it substitute for, Landlord's consent, as required by this Lease, to any Transfer, or other occupancy of the Premises. Tenant shall not mortgage or encumber this Lease.

7.2. Definitions. For purposes hereof, a Transfer shall include any direct or indirect transfer, in any single or related series of transactions, of (i) fifty percent (50%) or more of the voting stock of a corporate Tenant; (ii) fifty percent (50%) or more of the interests in profits of a partnership or limited liability company Tenant; or (iii) effective voting or managerial control of Tenant; *provided, however*, that the foregoing shall not apply to a tenant a majority of whose ownership interests are publicly-traded on a nationally-recognized exchange.

7.3. Procedure for Approval of Transfer. If Tenant wishes to request Landlord's consent to a Transfer, Tenant shall submit such request to Landlord, in writing, together with reasonably detailed financial information and information as to the identity and business information and business history of the proposed transferee, as well as the proposed effective date of the Transfer and the area or portion of the Premises which Tenant wishes to Transfer (the "Transfer Space"), together with the sum of One Thousand Dollars (\$1,000.00) (the "Transfer Fee"). If Tenant's request includes all of the information and Transfer Fee described in the immediately preceding sentence and Landlord fails to respond or request additional information from Tenant within fifteen (15) days after receipt of Tenant's proper request for approval, then Tenant shall submit an additional request to Landlord, setting forth the same information and further notifying Landlord on such request, on a covering letter in all capital letters and bold-face type, that Landlord's failure to respond or request additional information from Tenant within an additional ten (10) business days shall be deemed an approval (such notice is hereinafter referred to as an "Automatic Approval Notice"). If Landlord fails to respond or request additional information from Tenant within such additional ten (10) business days, such failure to so respond shall be deemed a consent to the Transfer. If Landlord requests additional information, Landlord shall respond within the later of (i) ten (10) business days after receipt of all requested information, or (ii) the expiration of the 15-day period set forth above; and Landlord's failure to do so shall be deemed a consent to the Transfer so long as such additional information shall include (on a covering letter in all capital letters and in bold-face type) an Automatic Approval Notice. If Landlord consents to any such Transfer, such consent shall be given on Landlord's form of consent (which consent shall include, among other things, an acknowledgment by the transferee that its rights arise through and are limited by the Lease, that the transferee agrees to comply with the Lease (with such exceptions as may be consented to by Landlord), and a written acknowledgment by Tenant evidencing that Tenant is not released from its obligations under this Lease), which consent document shall be executed by Tenant and the transferee of Tenant. It shall nevertheless be a condition to the deemed effectiveness thereof that Landlord be furnished with a fully executed copy of the full documentation governing the Transfer, in the form and substance approved by Landlord, and that Tenant shall pay the Transfer Fee in connection with the proposed Transfer. It shall not be unreasonable for Landlord to object to Transfer document provisions which, *inter alia*, attempt to make Landlord a party to the Transfer document or impose any obligation on Landlord to the subtenant.

7.4. Recapture. Upon receipt of Tenant's request for consent to a proposed Transfer, Landlord may elect to recapture the Transfer Space. Landlord's election to recapture must be in writing and delivered to Tenant within thirty (30) days of Landlord's receipt of Tenant's request for permission to transfer all or a portion of the Premises. Landlord's recapture shall be effective (the "Effective Date") on a date selected by Landlord, which date shall be (i) on or before the date which is thirty (30) days after the proposed effective date of the Transfer, as specifically set forth in Tenant's written request to Landlord for consent to a proposed Transfer, or (ii) if Tenant's written request to Landlord for consent to a proposed Transfer does not contain a proposed effective date, then on or before the date which is thirty (30) days after Landlord's election to recapture the Transfer Space; and with respect to the Transfer Space, this Lease shall be terminated and Tenant shall be released under this Lease, subject to any continuing liabilities or obligations of Tenant which remain delinquent or uncured with respect to the period prior to the Effective Date.

7.5. Conditions. In the event Landlord consents to a Transfer of all or any portion of the Premises, Landlord may condition its consent, *inter alia*, on agreement by Tenant and its assignee and/or subtenant, as the case may be, that fifty percent (50%) of any rental payable under such Transfer arrangement which exceeds the amount of rental payable hereunder be payable to Landlord (after deduction by Tenant for the reasonable and necessary costs associated with such Transfer amortized over the remaining term of the Lease) as consideration of the granting of such consent. Nothing herein shall, however, be deemed to be a consent by Landlord of any Transfer or a waiver of Landlord's right not to consent to any Transfer. Any purported Transfer not in accordance with the terms hereof shall at Landlord's option, to be exercised at any time after Landlord becomes aware of any such purported Transfer, be void, and may at Landlord's option be treated as an event of default hereunder.

7.6. Special Conditions for Transfers to Affiliates of Tenant. Notwithstanding anything to the contrary set forth above, Tenant shall be permitted without Landlord's prior written consent, and subject to the terms of this subparagraph 7.6, to transfer all or a portion of the Premises to an "Affiliate" of Tenant. For purposes of this subparagraph, Affiliate shall mean: (i) the entity which owns fifty percent (50%) or more of Tenant's outstanding common stock, general or limited partnership interest, or other legal or beneficial ownership interest of Tenant (the "Parent Company"), or (ii) an entity which has fifty percent (50%) or more of its outstanding common stock, general or limited partnership interest, or other legal or beneficial ownership interest owned by Tenant or the Parent Company, or (iii) an entity which, pursuant to applicable state law, is the surviving entity in a merger, consolidation or reorganization involving Tenant. The effectiveness of such Transfer to an Affiliate of Tenant shall nevertheless be conditioned on the following: (a) Landlord receiving a fully executed copy of the full documentation governing the Transfer, in the form and substance approved by Landlord, and (b) such subtenant shall acknowledge that its rights arise through and are limited by the Lease, and shall agree to comply with the Lease (with such exceptions as may be consented to by Landlord), and (c) a written acknowledgment by Tenant evidencing that Tenant is not released from its obligations under this Lease.

7.7. No Release. Notwithstanding any assignment of this Lease or subletting of all or part of the Premises, whether or not Landlord's consent is required and/or obtained, the

entity specifically named as the “Tenant” in the introductory paragraph of this Lease shall remain fully liable under all of the terms and provisions of this Lease.

8. Fire or Other Casualty. In case of damage to the Premises or those portions of the Building providing access or essential services thereto, by fire or other casualty, Landlord shall notify Tenant within sixty (60) days of such casualty that Tenant, at Landlord’s expense, shall cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, Governmental Requirements, and for delays beyond the control of Landlord, including a “force majeure” (as defined below). Landlord shall not, however, be obligated to repair, restore, or rebuild any of Tenant’s property or any alterations or additions made by or on behalf of Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or Tenant’s visitors, or injury to Tenant’s business resulting in any way from such damage or the repair thereof except, to the extent and for the time that the Premises are thereby rendered untenable, the rent shall proportionately abate. In the event that Landlord shall fail to complete such repairs and material restoration within one hundred eighty (180) days after notice to Tenant, and Tenant’s use and enjoyment of the Premises is then materially impaired by the uncompleted restoration, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, or because of force majeure events, Governmental Requirements, or other causes beyond the reasonable control of Landlord, the 180-day period for restoration, repair, or rebuilding shall be extended for the amount of time Landlord is so delayed.

In the event the damage shall involve the Building generally and shall be so extensive that Landlord shall decide, at its sole discretion, not to repair or rebuild the Building, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Building shall not permit the application of adequate insurance proceeds for repair or restoration, this Lease shall, at the sole option of Landlord, exercisable by written notice to Tenant given within sixty (60) days after Landlord is notified of the casualty and to the extent thereof, be terminated as of a date specified in such notice (which shall not be more than ninety [90] days thereafter), and the rent (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Tenant shall thereupon promptly vacate the Premises.

9. Regarding Insurance and Liability.

9.1. Damage in General. Tenant agrees that Landlord and its Building manager and their respective partners, officers, employees and agents shall not be liable to Tenant, and Tenant hereby releases such parties, for any personal injury or damage to or loss of personal property in the Premises from any cause whatsoever except to the extent that such damage, loss or injury is the result of the negligence or willful misconduct of Landlord, its Building manager, or their partners, officers, employees or agents. Landlord and its Building manager and their partners, officers or employees shall not be liable to Tenant for any such damage or loss whether or not the result of their negligence or willful misconduct to the extent

Tenant is compensated therefor by Tenant's insurance or would have been compensated therefor under commonly available commercial policies. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord, its Building manager, or their partners, officers, employees or agents be liable to Tenant or any other party for any lost profits, lost business opportunities or consequential, punitive or exemplary damages (regardless of foreseeability).

9.2. Indemnity. Subject to Section 9.4 below, Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, suits, demands, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord and/or its agents or employees by reason of any of the following which shall occur during the term of this Lease, or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when Tenant may have been given access to or possession of all or any part of the Premises:

(a) any work or act done in, on or about the Premises or any part thereof at the direction of Tenant, its agents, contractors, subcontractors, servants, employees, licensees or invitees, except if such work or act is done or performed by Landlord or its agents or employees;

(b) any negligence or other wrongful act or omission on the part of Tenant or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees;

(c) any accident, injury or damage to any person (including Tenant's employees and agents) or property occurring in, on or about the Premises or any part thereof, except only to the extent that such accident, injury or damage is caused by the gross negligence or willful misconduct of Landlord, its employees or agents; and

(d) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

Tenant's indemnity obligations as aforesaid shall not be limited or affected by the provisions of any Worker's Compensation Acts, disability benefits acts or other employee benefits acts or similar acts or statutes.

Subject to Section 9.4 below and except in the event of Tenant's gross negligence or willful misconduct, Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, suits, demands, costs, charges and expenses, including reasonable attorneys' fees, imposed on Tenant and/or its agents or employees by reason of (a) any negligence or other wrongful act or omission on the part of Landlord or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; and (b) any failure on the part of Landlord to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

9.3. Tenant's Insurance. At all times during the term hereof, Tenant shall maintain in full force and effect with respect to the Premises and Tenant's use thereof, commercial general liability insurance, ~~naming Landlord, Landlord's agent and Landlord's mortgagee (and such other parties as Landlord may request) as additional insureds,~~ covering injury to persons in amounts at least equal to \$2,000,000.00 per occurrence and \$2,000,000.00 general aggregate. In addition to commercial general liability insurance, Tenant shall also be responsible, at Tenant's own cost, to keep and maintain (i) insurance in respect of and covering Tenant's own furniture, furnishings, equipment and other personal property, and all improvements made by or on behalf of Tenant, all insured for the replacement cost thereof, against all risks and hazards, including but not limited to sprinkler and leakage damage, and theft (collectively, "Personal Property Insurance"), and (ii) workers' compensation insurance with respect to and covering all employees and agents of Tenant. With respect to Tenant's commercial general liability insurance and Personal Property Insurance, (i) no insurance coverage shall contain a deductible in excess of \$50,000.00 and \$5,000.00, respectively, without the prior written consent of Landlord, (ii) all deductibles shall be paid by Tenant, assumed by Tenant, for the account of Tenant, and at Tenant's sole risk, (iii) Tenant's insurer shall be licensed or authorized to do business in the State of Georgia ~~and shall have a policyholder rating of at least A and be assigned a financial size category of at least Class IX as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies or a rating of at least AAA as rated by Standard & Poor's,~~ (iv) such insurance coverage provided shall be endorsed to be primary to any and all insurance carried by Landlord, with Landlord's insurance being excess, secondary and non-contributing, ~~(v) Landlord, Landlord's manager of the Building and all holders of a deed to secure debt or other such security instrument and the landlord under any underlying lease shall be an additional insured on all such policies,~~ and (vi) all policies of liability insurance specified in this Lease shall specifically insure Tenant's contractual liability under this Lease. Tenant assumes all risk of loss of any or all of its personal property. Each of the foregoing policies shall require the insurance carrier to give at least thirty (30) days prior written notice to Landlord and to any mortgagee named in an endorsement thereto of any cancellation, material modification or non-renewal thereof, and each such policy shall be issued by an insurer and in a form satisfactory to Landlord. Tenant shall lodge with Landlord at or prior to the commencement date of the term hereof evidence of the insurance required hereunder acceptable to Landlord, together with evidence of paid-up premiums, which evidence shall include, if required by Landlord, a duplicate original of such commercial general liability insurance policy, certificates of insurance for Personal Property Insurance and such workers' compensation insurance, and duplicate originals or certificates of such insurance that Landlord may require Tenant to carry from time to time, and shall lodge with Landlord renewals thereof at least fifteen (15) days prior to expiration. Tenant may elect to self insure or insure through a pooled insurance program for governmental municipalities upon meeting reasonable standards promulgated by Landlord and any mortgage holder.

9.4. Release and Waiver of Subrogation. Each party hereto hereby waives and releases any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provisions permitting such waiver of claims. Each party shall cause its insurers to issue policies containing such provisions.

9.5. **Limitation on Personal Liability.** ANYTHING IN THIS LEASE, EITHER EXPRESSED OR IMPLIED, TO THE CONTRARY NOTWITHSTANDING, TENANT ACKNOWLEDGES AND AGREES THAT EACH OF THE COVENANTS, UNDERTAKINGS AND AGREEMENTS HEREIN MADE ON THE PART OF LANDLORD, WHILE IN FORM PURPORTING TO BE COVENANTS, UNDERTAKINGS AND AGREEMENTS OF LANDLORD, ARE, NEVERTHELESS, MADE AND INTENDED NOT AS PERSONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF LANDLORD, OR FOR THE PURPOSE OF BINDING LANDLORD PERSONALLY OR THE ASSETS OF LANDLORD, EXCEPT LANDLORD'S INTEREST IN THE BUILDING; AND THAT NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCEABLE AGAINST LANDLORD, ANY MEMBER, MANAGER OR PARTNER OF LANDLORD, ANY PARENT OR SUBSIDIARY OF LANDLORD OR ANY PARENT, SUBSIDIARY OR PARTNER OF ANY PARTNER OF LANDLORD, OR ANY OF THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, OR OFFICERS OR EMPLOYEES ON ACCOUNT OF THIS LEASE OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING OR AGREEMENT OF LANDLORD IN THIS LEASE CONTAINED, ALL SUCH PERSONAL LIABILITY AND PERSONAL RESPONSIBILITY, IF ANY, BEING EXPRESSLY WAIVED AND RELEASED BY TENANT.

9.6. **Successors in Interest to Landlord, Mortgagees.** The term "Landlord" as used in this Lease means, from time to time, the fee owner of the Building, or, if different, the party holding and exercising the right, as against all others (except space tenants of the Building) to possession of the entire Building. Landlord as above-named represents that it is the holder of such rights as of the date hereof. In the event of the voluntary or involuntary transfer of such ownership or right to a successor-in-interest of Landlord ("Successor Landlord"), Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue and Tenant shall look solely to such Successor Landlord for the performance of the covenants and obligations of the Landlord hereunder which shall thereafter accrue. The liability of any such Successor Landlord under or with respect to this Lease shall be strictly limited to and enforceable only out of its or their interest in the Building and Property, and shall not be enforceable out of any other assets. No Mortgagee or Ground Lessor (as defined in Section 13.1) which shall become a Successor Landlord hereunder (either in terms of ownership or possessory rights) shall: (i) be liable for any previous act or omission of a prior Landlord, (ii) be bound by any amendment or modification of this Lease, or any waiver of the terms of this Lease made without its written consent, (iii) be liable for any construction of the improvements to be made to the Premises, or for any allowance or credit to Tenant for rent, construction costs or other expenses, (v) be liable for any security deposit not actually received by it, (vi) be subject to any right of Tenant to any offset, defense, claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of rent or performance of Tenant's other obligations under this Lease, arising (whether under this Lease or under applicable law) from Landlord's breach or default under this Lease ("Offset Right") that Tenant may have against Landlord or any other party that was landlord under this Lease at any time before the occurrence of any attornment by Tenant ("Former Landlord") relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment, (vii) be required to reconstruct or repair improvements following a fire, casualty or condemnation, (viii) be subject to any offset, defense, claim, counterclaim, reduction, deduction, or abatement arising from representations and warranties related to Former Landlord, (ix) be bound by any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease, (x) be

bound by any payment of rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment; or (xi) be liable to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Mortgagee by way of an assumption of escrow accounts or otherwise. The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under this Lease. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Landlord.

9.7. Survival. The provisions of this Paragraph 9 shall survive the expiration or sooner termination of this Lease.

10. Eminent Domain. If the whole or a substantial part of the Building shall be taken or condemned for public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof by any competent authority, Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation or purchase; and all right of the Tenant to damages therefor are hereby assigned by Tenant to Landlord. The foregoing shall not, however, deprive Tenant of any separate award for moving expenses, business dislocation damages or for any other award which would not reduce the award payable to Landlord. Upon the date the right to possession shall vest in the condemning authority, this Lease shall, at the option of Landlord (or, only in the case of condemnation or taking of the entire Building or such partial taking as results in the untenability of the Premises, at the option of Tenant), cease and terminate with rent adjusted to such date and Landlord and Tenant shall have no claim against the other party for the value of any unexpired term of this Lease.

11. Insolvency. Each of the following shall constitute an event of default by Tenant under this Lease, upon the occurrence of any such event of default Landlord shall have, without need of any notice, the rights and remedies enunciated in Paragraph 12 of this Lease for events of default hereunder: (i) the commencement of levy, execution or attachment proceedings against Tenant, any principal (which shall be defined as any individual or entity having a direct or indirect ownership interest in Tenant of more than 25%) thereof or any partner therein or any surety or guarantor thereof (hereinafter a "Surety") or any of the assets of Tenant, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or (ii) the insolvency, under either the bankruptcy or equity definition, of Tenant or any principal thereof or partner therein or any Surety; or (iii) the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Tenant or any principal thereof or partner therein or any Surety; or (iv) the commencement of a case by or against Tenant or any principal thereof or partner therein or any Surety under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by any of them to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including,

without limitation, the consent by any of them to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its respective property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within thirty [30] days after institution).

12. Default.

12.1. Events of Default. If Tenant shall fail to take possession of the Premises within ten (10) days after the Commencement Date, or if Tenant fails to pay rent or any other sums payable to Landlord hereunder when due and such default shall continue for five (5) days after written notice from Landlord, or if Tenant shall fail to perform or observe any of the other covenants, terms or conditions contained in this Lease within ten (10) business days (or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure [but in any event within thirty (30) days]) after written notice thereof by Landlord; provided, however, that Landlord shall not be required to give any notice for a monetary or non-monetary default more than once within any twelve (12) month period then, and in any of such cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), each of the foregoing shall be an “Event of Default”). The events hereinafter enumerated shall also be deemed Events of Default under this Lease without any notice, grace or cure period: (a) if any of the events specified in Paragraph 11 occur, or (b) if Tenant shall fail to substantiate to Landlord Tenant’s satisfaction of its insurance requirements under this Lease at or prior to the Commencement Date or at any time during the term hereof, in accordance with the provisions of Section 9.3 above, or (c) if Tenant fails to take actual bona-fide occupancy of the Premises or manifests an intention not to take actual, bona-fide occupancy of the Premises, or if Tenant is a retail tenant or if Tenant occupies space on the same floor as the main lobby of the Building or space facing onto the main lobby of the Building and Tenant vacates or abandons the Premises during the term hereof and fails to replace any glass doors installed by or for the benefit of Tenant with solid Building standard doors or removes or manifests an intention to remove any of Tenant’s goods or property therefrom other than in the ordinary and usual course of Tenant’s business, or (d) if any corporate surety or guarantor of this Lease merges with another entity, or liquidates or dissolves or changes control or if any surety or guarantor of this Lease fails to comply with all of the provisions of its suretyship or guaranty agreement, then, and in any of such cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter, without notice, have the option to pursue any one or more of the remedies set forth in Section 12.2, at law or in equity:

12.2. Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever except as otherwise expressly provided:

(i) Landlord, with or without terminating this Lease, may, without prejudice to any other remedy Landlord may have for possession, arrearages in rent or damages for breach of contract or otherwise, immediately or at any time thereafter reenter the Premises and expel or remove therefrom Tenant and all persons and entities claiming by or through Tenant (including, without limitation, any and all subtenants and assignees) and all property

belonging to or placed on the Premises by, at the direction of or with the consent of Tenant or its assignees or subtenants, by force if necessary, without being liable to prosecution or any claim for damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such reentry. Any demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord;

(ii) Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rent or rents and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including, but not limited to, the cost of any such alterations and repairs to the Premises, attorneys' fees and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rent reserved herein;

(iii) Landlord, with or without terminating this Lease, may recover from Tenant all damages and expenses Landlord suffers or incurs by reason of Tenant's default, including, without limitation, costs of recovering the Premises, attorneys' fees and any unamortized value of Tenant Improvements and brokerage commissions, all of which shall be immediately due and payable by Tenant to Landlord immediately upon demand;

(iv) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. Upon such termination, Landlord shall have the right to recover from Tenant, as liquidated damages, the following:

(a) the worth, at the time of the award, of the unpaid rent that has been earned at the time of termination of this Lease; and

(b) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of the award exceeds the amount of rent that could have been reasonably obtained by Landlord using reasonable diligence to relet the Premises; and

(c) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Lease Term (including the then current extension period if applicable) after the time of the award exceeds the amount of rent that could have been reasonably obtained by Landlord using reasonable diligence to relet the Premises.

The following words and phrases as used in this Paragraph 12.2(iv) shall have the following meanings:

(x) The “worth at the time of the award” as used in Paragraphs 12.2(iv)(a) and (b) shall be computed by allowing interest at the Default Rate.

(y) The “worth at the time of the award” as used in Paragraph 12.2(iv)(c) shall be computed by discounting the amount at the discount rate of eight percent (8%) per annum; and

(z) The term “time of the award” shall mean either the date upon which Tenant pays to Landlord the amount recoverable by Landlord as set forth above or the date of entry of any determination, order or judgment of any court or arbitration board, whichever first occurs.

12.3. No Duty to Relet. Landlord shall in no event be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon a reletting, except to the extent of Landlord’s obligations under law. Without limiting the foregoing general statement of Landlord’s rights in such regard, Landlord shall have no obligation to relet all or any portion of the Premises in preference or priority to any other space Landlord may have available for rent or lease elsewhere.

12.4. Bankruptcy. In the event of a voluntary or involuntary Chapter 11 or 7 bankruptcy filing by or against Tenant, Tenant shall not seek to extend the time to assume or reject this Lease (under Section 365(d)(4) of the Bankruptcy Code) to a date which is more than one hundred twenty (120) days subsequent to the filing date. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

12.5. Waiver of Defects. Tenant hereby waives all errors and defects of a procedural nature in any proceedings brought against it by Landlord under this Lease and further waives the right to impose any counterclaim of any nature or description which is not directly related to this Lease in any such proceeding. Tenant further waives the right to trial by jury and any notices to quit as may be specified in O.C.G.A. Sections 44-7-50 *et. seq.*, as the same may have been or may hereafter be amended, and agrees that the notices provided in this Lease shall be sufficient in any case where a longer period may be statutorily specified. The acceptance by Landlord of any partial payment(s) by or for Tenant hereunder shall not constitute Landlord’s acceptance of such payment(s) as a satisfaction of Tenant’s payment obligation (notwithstanding any statement to the contrary on any correspondence accompanying such payment(s) and/or note(s) written on any check).

12.6. Non-Waiver by Landlord. The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment in the future of such

performance or exercise, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

12.7. Partial Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the correct minimum rent or additional rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

12.8. Overdue Payments. If any payment required to be made by Tenant to Landlord under this Lease shall not have been received by Landlord by 5:00 pm local time on the fifth (5th) day after the date such payment is due, then, beginning with the second such late payment in any calendar year, and for all such late payments occurring within the 12 months following any prior late payment, (i) in addition to such payment, and in order to partially compensate Landlord for the extra expense incurred in the handling of overdue payments, Tenant shall pay Landlord a late fee equal to the greater of (a) five percent (5%) of such overdue payment, or (b) five hundred dollars (\$500); and (ii) such overdue payment shall bear interest, from the date such overdue payment was due until it is paid, at the higher of (a) five percent (5%) above the highest prime rate published in the Wall Street Journal, if available (and, if not available, then such comparable substitute rate as may be selected by Landlord), from time to time, and (b) the rate of eighteen percent (18%) per annum (or, if lower, the highest legal rate); provided, however, that if on two (2) occasions in any calendar year a payment required to be made by Tenant to Landlord shall not have been received by Landlord by 5:00 pm local time on the date such payment is due, then, and for the remainder of the Lease term, Tenant shall not be entitled to the five (5) day grace period set forth above in this Section, and the late fee shall be charged, and interest shall commence to accrue, if a payment is not received by Landlord by 5:00 pm local time on the date such payment is due. The late fee and interest set forth in this Section shall not affect any other right or remedy available to Landlord as a result of a failure by Tenant to make any payment as required under this Lease.

12.9. Security Interest. Intentionally deleted.

12.10. Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

13. Subordination.

13.1. General. This Lease and Tenant's interest herein is and shall be subject and subordinate to all ground or underlying leases (whether any or all, hereinafter referred to as a "Ground Lease") of the entire Building and to any and all mortgages, deeds to secure debt, deeds of trust and similar security instruments (whether any or all, hereinafter referred to as a "Mortgage") which may now or hereafter be secured upon the Building (or upon the Property), and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any

lessor under any Ground Lease (a “Ground Lessor”) or holder of any Mortgage (a “Mortgagee”), but in confirmation of such subordination, Tenant shall, within ten (10) days after request, execute, acknowledge and deliver to Landlord or to any Ground Lessor or Mortgagee, any instrument or instruments that Landlord may reasonably require acknowledging such subordination. Tenant shall, upon demand, at any time or times, execute, acknowledge and deliver to Landlord or to any Ground Lessor or Mortgagee, as applicable, without expense, any and all instruments that may be necessary to make this Lease superior to the lien or security title or interest of any Mortgage or Ground Lease. If a holder of any Mortgagee or Ground Lessor, as applicable, or any other person or entity succeeding to the interests of such Mortgagee or Ground Lessor, shall hereafter succeed to the right of Landlord under this Lease, Tenant shall, at the option of such successor, attorn to and recognize such successor as Tenant’s landlord under this Lease without change in the provisions hereof and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between each successor Landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease; provided, however, that such successor shall not be liable for or bound by (i) any payment of an installment of rent or additional rent which may have been made more than thirty (30) days before the due date of such installment, (ii) any amendment or modification to or termination of this Lease not in conformity with any such Mortgage or Ground Lease, (iii) any act, omission or default by Landlord under this Lease (but such successor shall be subject to the continuing obligations of the Landlord hereunder first arising from and after such succession to the extent of such successor’s interest in the Building) or (iv) any credits, claims, counterclaims, setoffs or defenses which Tenant may have against Landlord, except as expressly set forth in this Lease. If Landlord shall so request, Tenant shall send to any Mortgagee or Ground Lessor of the Building designated by Landlord, a copy of any notice given by Tenant to Landlord alleging a material breach by Landlord in its obligations under this Lease.

Notwithstanding anything to the contrary contained herein, Landlord shall use its best efforts to have Landlord’s Mortgagee execute a Subordination, Non-Disturbance and Attornment Agreement (“SNDA”), in the form attached hereto as **Exhibit H**, as soon as practicable with the exercise of reasonable diligence.

13.2. Rights of Mortgagees and Ground Lessors. Tenant shall send to each Mortgagee the Building or land or any part thereof (after notification of the identity of such Mortgagee and Ground Lessor and the mailing address thereof) copies of all notices that Tenant sends to Landlord any default by Landlord under this lease; such notices to said Mortgagee or Ground Lessor shall be sent concurrently with the sending of the notices to Landlord and in the same manner as notices are required to be sent pursuant to Section 14 hereof. Tenant will accept performance of any provision of this Lease by such Mortgagee and Ground Lessor as performance by, and with the same force and effect as though performed by, Landlord. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until (a) Tenant gives notice of such act or omission to Landlord and to each such Mortgagee and Ground Lessor, and (b) a reasonable period of time for remedying such act or omission elapses following the time when such Mortgagee or Ground Lessor becomes entitled to remedy same (which reasonable period shall in no event be less than the period to which Landlord is entitled under this Lease or otherwise, after similar notice, to effect such remedy and

which reasonable period shall take into account such time as shall be required to institute and complete any foreclosure proceedings).

13.3. Modifications. If, in connection with obtaining, continuing or renewing financing for which the Building, Property or the Premises or any interest therein represents collateral in whole or in part, a banking, insurance or other lender shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold, delay, condition or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Tenant hereunder, change the business terms of this Lease or adversely affect to a material degree Tenant's tenancy hereby created.

14. Notices. All notices and other communications hereunder, to be effective, must be in writing (whether or not a writing is expressly required hereby), and must be either (i) hand delivered, or (ii) sent by a recognized national overnight courier service, fees prepaid, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iv) sent by facsimile transmission (with a confirmation copy immediately to follow by any of the methods of delivery set forth above); in all of the foregoing cases to the following respective addresses:

14.1. If to Landlord:

RB 41/47 PCE, LLC
c/o Rubenstein Partners
Cira Centre
2929 Arch Street
28th Floor
Philadelphia, Pennsylvania 19104-2868
Attention: David B. Rubenstein
R. Bruce Balderson, Jr., Esq.
FAX: (215) 563-4110

14.2. If to Tenant:

Prior to the Commencement Date:
City of Dunwoody
400 Northridge Road, Suite 1250
Atlanta, Georgia 30350
Attention: Warren Hutmacher
FAX: _____

Following the Commencement Date:
City of Dunwoody
41 Perimeter Center East, Suite 100
Atlanta, Georgia 30346
Attention: Warren Hutmacher
FAX: _____

or at such other address or to the attention of such other person as either party may hereafter give the other for such purpose. Notices will be deemed to have been given (a) when so delivered (by hand delivery, courier service or facsimile transmission as aforesaid), or (b) three days after being so mailed (by registered or certified mail as aforesaid). Tenant hereby appoints as an agent of Tenant to receive the service of all dispossessory or distraint proceedings and notices thereunder the person in charge of or occupying the Premises at the time, and, if no person shall be in charge of or occupying the same, then such service may be made by attaching the same on the main entrance of the Premises; provided a copy of such notice is provided to Tenant as required above.

15. **Holding Over.** Should Tenant continue to occupy the Premises after expiration of the term of this Lease or any renewal or renewals thereof, or after a forfeiture or other termination thereof, such tenancy shall (without limitation on any of Landlord's rights or remedies therefor) be a tenancy-at-sufferance at a minimum monthly rent equal to one hundred fifty percent (150%) of the minimum rent and additional rent payable for the last month of the term of this Lease and all other charges payable with respect to such last month of this Lease and all damages suffered or incurred by Landlord as a result of or arising from such holdover tenancy. Nothing contained herein shall grant Tenant the right to holdover after the term of this Lease has expired. Notwithstanding the foregoing and provided that Tenant is not in default, Tenant shall have the right to continue to occupy the Premises after the expiration of the term at the same minimum rent and additional rent payable for the last month of the term for a period of three (3) months; provided that Tenant delivers written notice to Landlord nine (9) months prior to the expiration of the term of its intent to occupy the Premises under this Section after the expiration of the term.

16. **Reservations in Favor of Landlord.** (i) All walls, windows and doors bounding the Premises (including exterior Building walls, core corridor walls and doors and any core corridor entrance), except the inside surfaces thereof, (ii) any terraces or roofs adjacent to the Premises, and (iii) any space in or adjacent to the Premises used for shafts, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as reasonable access thereto through the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord.

17. **Completion of Improvements; Delay in Possession.**

17.1. **Tenant Improvements.** Provided there shall exist no Event of Default by Tenant or event which, except for the passage of time, the giving of notice, or both, would constitute an Event of Default by Tenant, Landlord, at Landlord's own cost subject to application of the Tenant Improvement Allowance, shall furnish, install and otherwise provide and be responsible for all "Tenant Improvements" identified on Exhibit F, and Landlord shall perform, observe and complete its obligations with respect to the Tenant Improvements, all as more completely set forth herein and in Exhibit F.

17.2. **Tenant's Work.** Tenant, at Tenant's own cost, shall furnish, install and otherwise provide and be responsible for all "Tenant's Work" identified on Exhibit F, and Tenant shall perform, observe and complete its obligations with respect to Tenant's Work, all as more completely set forth herein and in Exhibit F.

17.3. Performance of Landlord and Tenant Improvements. The responsibility for costs, preparation of preliminary and final plans, working drawings and specifications, bidding process, contracting, payment arrangements, and all other undertakings with respect to the design and performance of the Tenant Improvements and Tenant's Work, and the timing and mechanics thereof and therefor, including Landlord's and Tenant's respective consent and approval rights related thereto, and also including matters relating to the meaning and definition of "Substantial Completion," are all as set forth herein and in Exhibit F.

17.4. Acceptance. Tenant represents that the Building, Property, and the Premises, the street or streets, sidewalks, parking areas, curbs and access ways adjoining them, and the present uses and non-uses thereof, have been examined by Tenant, and Tenant accepts them in the condition or state in which they now are, or any of them now is, without relying on any representation, covenant or warranty, express or implied, by Landlord, except as may be expressly contained herein with respect to the Tenant Improvements to be constructed in the Premises. Tenant's occupancy of the Premises shall constitute acceptance of the Tenant Improvements, as set forth in this paragraph. The provisions of this paragraph shall survive the termination of this Lease.

17.5. Delay in Possession. If Landlord shall be unable to deliver possession of the Premises to Tenant on the date specified for commencement of the term hereof (i) because a certificate of occupancy has not been procured, or (ii) because of the holding over or retention of possession of any tenant or occupant, or (iii) if repairs, improvements or decoration of the Premises, or of the Building, are not completed, or (iv) because of the operation of a "force majeure" event (as defined below), or (v) for any reason identified in Exhibit F attached hereto, or for any other reason, then in any such case Landlord shall not be subject to any liability to Tenant. Under such circumstances, except as set forth in Exhibit F to this Lease relating to delays resulting from actions or omissions by Tenant, the rent reserved and covenanted to be paid herein shall not commence until possession of the Premises is given or the Premises are available for occupancy by Tenant, and no such failure to give possession shall in any other respect affect the validity of this Lease or any obligation of the Tenant hereunder (except as to the date of commencement of accrual of rent). Notwithstanding the foregoing, in the event Landlord does not deliver possession of the Initial Premises and Remaining Premises upon the dates set forth herein due to Landlord's negligence, then Tenant shall be entitled to (a) an abatement of one (1) day of minimum rent for each day that elapses between April 1, 2009, and the actual Commencement Date with respect to the Initial Premises and (b) an abatement of one (1) day of minimum rent for each day that elapses between May 1, 2009, and the actual date of possession with respect to the Remaining Premises. In the event that Tenant receives such an abatement of minimum rent pursuant to the foregoing terms, the term of this Lease shall be extended one (1) day for each day of rental abatement Tenant receives such that Tenant shall pay 121 months of all minimum rent due hereunder.

18. Telecommunications Services.

18.1. Contract with Provider. Tenant shall have sole responsibility, at its cost and expense, to contract with a telecommunications service provider of Tenant's choosing to obtain telecommunications services, subject to the approval of Landlord, which approval shall not be unreasonably withheld. Landlord has made no warranty or representation to Tenant with

respect to the availability of any specific telecommunications services, or the quality or reliability or suitability of any such services.

18.2. Landlord Has No Liability. Landlord shall have no liability whatsoever for telecommunications services. To the extent that any services by a telecommunications service provider is interrupted, curtailed or discontinued for any reason, Landlord shall have no obligation or liability whatsoever with respect thereto. Additionally, such interruption, curtailment or discontinuance of service shall not:

- (i) Constitute an actual or constructive eviction of Tenant, in whole or in part;
- (ii) Entitle Tenant to any abatement or diminution of rent;
- (iii) Relieve or release Tenant from any of its obligations under this Lease; or
- (iv) Entitle Tenant to terminate this Lease.

Tenant shall have the sole obligation, at its own expense, to obtain substitute telecommunications service.

18.3. License Agreement with Provider. Tenant acknowledges that a telecommunications service provider's right to access the Building and install, operate, maintain and repair wiring and equipment necessary to provide Tenant services is subject to approval by Landlord, at its discretion, and to the terms of a telecommunications license agreement between Landlord and the telecommunications service provider. Without limiting the generality of Section 18.2 above, Landlord shall have no liability in the event that a telecommunications service provider is unable to provide service to Tenant as a result of the expiration or early termination of the telecommunications license agreement or the exercise by Landlord of any of its rights under the telecommunications license agreement.

19. Landlord's Reliance. Landlord has executed the Lease in reliance upon certain financial information which has been submitted by Tenant to Landlord prior to the execution of the Lease (the "Financial Information"). From time to time, upon five (5) days written request by Landlord, Tenant will submit to Landlord current financial information, in detail reasonably satisfactory to Landlord, in order for Landlord to determine properly Tenant's then financial condition. As a material inducement to Landlord to enter into this Lease, Tenant (and each party executing this Lease on behalf of Tenant individually) represents and warrants to Landlord that: (i) the Financial Information is complete, true and correct and a presents a fair representation of Tenant's financial condition at the time of signing of this Lease; (ii) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver the same to Landlord; (iii) the execution, delivery and full performance of this Lease by Tenant do not and shall not constitute a violation of any contract, agreement, undertaking, judgment, law, decree, governmental or court order or other restriction of any kind to which Tenant is a party or by which Tenant may be bound; (iv) Tenant has executed this Lease free from fraud, undue influence, duress, coercion or other defenses to the execution of this Lease; (v) this Lease constitutes a valid and binding obligation of Tenant,

enforceable against Tenant in accordance with its terms; (vi) each individual executing this Lease on behalf of Tenant is legally competent, has attained the age of majority and has full capacity to enter into this Lease; and (vii) if Tenant is a corporation, a partnership or a limited liability company: (a) Tenant is duly organized, validly existing and in good standing under the laws of the state of its organization and has full power and authority to enter into this Lease, to perform its obligations under this Lease in accordance with its terms, and to transact business in Georgia; (b) the execution of this Lease by the individual or individuals executing it on behalf of Tenant, and the performance by Tenant of its obligations under this Lease, have been duly authorized and approved by all necessary corporate, partnership or limited liability company action, as the case may be; and (c) the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, agreement of partnership, limited liability company operating agreement or certificate of formation or other organization documents or charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented, modified, amended, or altered in any manner.

20. Prior Agreements; Amendments. This Lease constitutes the entire agreement between the parties relating to the subject matter contained herein. Neither party hereto has made any representations or promises except as contained herein or in some further writing signed by the party making such representation or promise, which, by its express terms, is intended to supplement the terms hereof. Without limiting the foregoing, this Lease supersedes all prior negotiations, agreements, informational brochures, letters, promotional information, proposals, and other statements and materials made or furnished by Landlord or its agents. No agreement hereinafter made shall be effective to change, modify, discharge, waive obligations under, or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, waiver or abandonment is sought. Notwithstanding the foregoing, no warranty, representation, covenant, writing, document, instrument, amendment, modification, agreement or like instrument shall be binding upon or enforceable against Landlord unless executed by Landlord.

21. Captions. The captions of the paragraphs and subparagraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

22. Landlord's Right to Cure. Landlord may (but shall not be obligated to), on five (5) days' notice to Tenant (except that no notice need be given in case of emergency), cure on behalf of Tenant any default hereunder by Tenant, and the cost of such cure (including any attorney's fees incurred) shall be deemed additional rent payable upon demand.

23. Estoppel Statement. Tenant shall from time to time, within ten (10) days after request by Landlord or any Mortgagee or Ground Lessor, execute, acknowledge and deliver to Landlord, or to any third party designated by the requesting party, a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments of modification), confirming the rents and other charges under this Lease and the dates to which rent and other charges have been paid, and certifying whether or not, to the best of Tenant's knowledge, Landlord is in default hereunder or whether Tenant has

any claims or demands against Landlord (and, if so, the default, claim and/or demand shall be specified) and such other reasonable information as Landlord shall require, in the form set forth in Exhibit G hereto or such similar form as may be required by any subsequent mortgagee or third party. To the extent such estoppel statement is not received from Tenant in a timely manner in accordance with this Paragraph, the requesting party shall be entitled to furnish to any third party to whom such estoppel statement would have been delivered the requesting party's good faith statement to the effect requested from Tenant, and Tenant shall be bound by, and deemed to have delivered, such estoppel statement with respect to this Lease. Any such estoppel statement may be relied upon by the requesting party, as well as all Mortgagees, Ground Lessors, auditors, insurance carriers and prospective purchasers and lenders.

24. Relocation of Tenant. Intentionally Deleted.

25. Broker. Tenant represents and warrants that it has not dealt with any broker or agent in the negotiation for, or the obtaining of, this Lease, other than Collier Spectrum Cauble, Inc., Cushman & Wakefield of Georgia, Inc. and Barry Real Estate Companies, Inc. ("Brokers"), and agrees to indemnify, defend and hold Landlord harmless from any and all cost or liability for compensation claimed by any such broker or agent, other than Brokers, employed or engaged by it or claiming to have been employed or engaged by it. Each of the Brokers is entitled to a leasing commission in connection with the making of this Lease, and Landlord shall pay such commission to each of the Brokers pursuant to a separate agreement between Landlord and each of the respective Brokers.

26. Miscellaneous.

26.1. Certain Interpretations. The word "Tenant" as used in this Lease shall be construed to mean tenants in all cases whether there is more than one tenant (and in such case the liability of such tenants shall be joint and several), and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant and its successors and assigns, provided that this Lease shall not inure to the benefit of any assignee or successor of Tenant except upon the express written consent of Landlord as herein provided.

26.2. Partial Invalidity. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

26.3. Governing Law. This Lease shall be governed in all respects by the laws of the State of Georgia.

26.4. Force Majeure. If Landlord shall be delayed in the performance or unable to perform any of Landlord's obligations under this Lease because of a "force majeure" event

(which shall mean any event beyond the reasonable control of Landlord including, without limitation, labor disputes, civil commotion, terrorism, war, war-like operations, invasion, rebellion, hostilities, military power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain material or services, inclement weather or other act of God), then, in any such case, Landlord shall not be subject to any liability to Tenant. Landlord's delay in performance or failure to perform under this Lease as a result of any force majeure event shall not affect the validity of this Lease or any obligation of Tenant hereunder.

26.5. Light and Air. This Lease does not grant any legal rights to "light and/or air" outside the Premises nor any particular view or cityscape visible from the Premises.

26.6. Recording. Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant and Tenant shall remove immediately upon request by Landlord any improperly recorded copy of this Lease or memorandum of Lease.

26.7. Preparation. Landlord and Tenant agree that both Landlord and Tenant have participated in the preparation of this Lease and that in the event of any ambiguity herein, this Lease shall not be construed against either party.

26.8. Third Party Inquiry. Tenant acknowledges that, from time to time, Landlord may receive inquiries from third parties regarding Tenant, this Lease and/or Tenant's performance under this Lease. Tenant hereby authorizes Landlord (and each of its respective affiliates) to respond to each of such inquires and releases and discharges Landlord and each of its respective affiliates of and from any and all liability, losses, costs and damages incurred by Tenant as a result of any such response.

26.9. Third Party Beneficiaries. Notwithstanding anything to the contrary contained herein, no provision of this Lease is intended to benefit any party other than Landlord and Tenant as the named parties hereunder and their permitted heirs, personal representatives, successors and assigns, and no provision of this Lease shall be enforceable by any other party.

26.10. No Estate for Years. Notwithstanding anything in this Lease to the contrary, no estate for years or leasehold estate is conveyed by this Lease and Tenant has only a usufruct not subject to levy and sale. Nothing in this Lease is deemed to make or imply that Landlord and Tenant are partners or joint venturers.

26.11. Attorneys' Fees. If as a result of any breach or default in the performance of any of the provisions of this Lease, Landlord uses the services of any attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, Tenant shall reimburse Landlord upon demand for any and all reasonable attorneys' fees and expenses so incurred by Landlord. In connection with any payment of attorneys' fees and costs pursuant to this Lease, Landlord and Tenant hereby waive any right either might have under O.C.G.A. § 13-1-11 respecting the determination of such attorneys' fees and costs.

26.12. Names. Upon written notice to Tenant, Landlord reserves the right, from time to time, to change the name of the development, the name of the Building and the street address of the Building. Tenant shall not, without the prior written consent of Landlord, use the

name given the development, the Building, or any other deceptively similar name, or use any associated service mark or logo of the development or the Building for any purpose other than Tenant's business address. In the event Landlord elects to change the street address of the Building, Landlord shall reimburse Tenant for its costs in replacing any pre-printed stationary up to \$5,000.

26.13. Multiple Tenants. Should more than one party enter into this Lease as Tenant, each party so constituting Tenant shall be liable, jointly and severally with the other or others, for all obligations of Tenant under this Lease, and Landlord may enforce its rights hereunder against such party with or without seeking enforcement thereof against the other or others.

26.14. Time is of the Essence. Time is of the essence of this Lease. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively.

27. Quiet Enjoyment. Upon payment by Tenant of the rent and other sums provided herein and Tenant's observance and performance of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably hold and quietly enjoy the Premises for the term of this Lease without hindrance or obstruction by Landlord or any other person claiming by, through or under Landlord, subject to the terms and conditions of this Lease, and to any mortgage or ground lease which is superior to this Lease.

28. Confidentiality. TENANT ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS LEASE AND THE NEGOTIATIONS WHICH LED TO THE EXECUTION OF THIS LEASE ARE CONFIDENTIAL IN NATURE. TENANT COVENANTS THAT, EXCEPT AS MAY BE REQUIRED BY LAW OR BY ANY LENDER IN CONNECTION WITH CURRENT OR PROPOSED FINANCING FOR TENANT, TENANT SHALL NOT COMMUNICATE THE TERMS OR ANY OTHER ASPECT OF THIS TRANSACTION WITH, AND WILL NOT DELIVER ALL OR ANY PORTION OF THIS LEASE TO, ANY PERSON OR ENTITY OTHER THAN LANDLORD.

29. Patriot Act. Tenant (which for this purpose includes its partners, members, principal stockholders and any other constituent entities (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11sdn.pdf>> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any payment made under the Lease.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Office Lease to be executed by their duly authorized representatives the day and year first above written.

LANDLORD:

RB 41/47 PCE, LLC, a Delaware limited liability company

By: _____
David Canaday
Senior Vice President

TENANT:

[TBD]

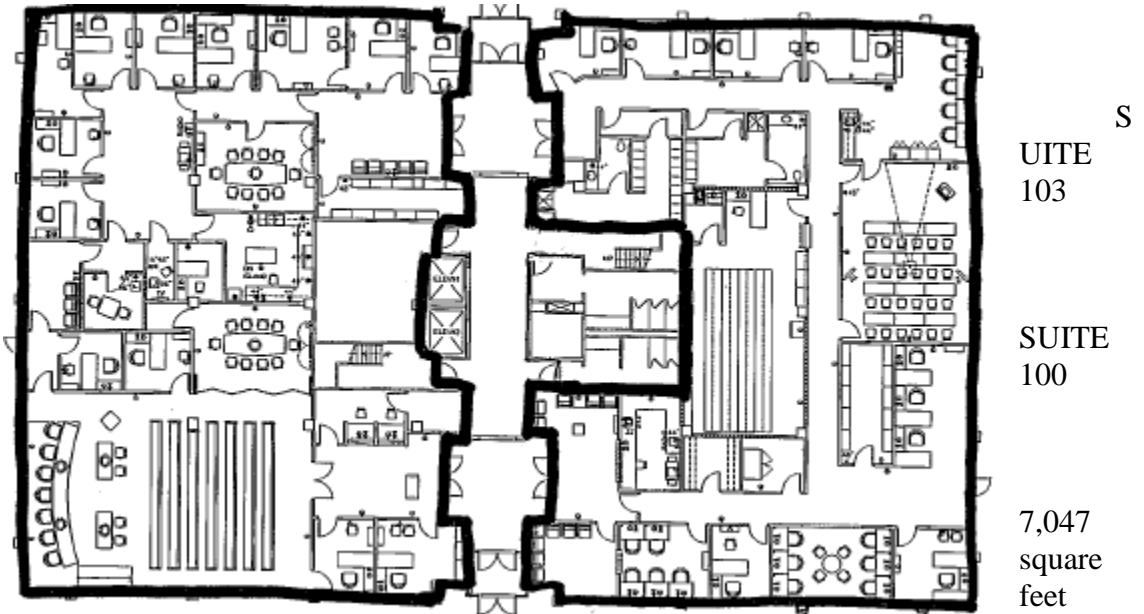
By: _____
Name: _____
Title: _____

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EXHIBIT A
FLOOR PLANS
INITIAL PREMISES – SUITE 100
PORTION OF THE REMAINING PREMISES – SUITE 103



6,975 square feet

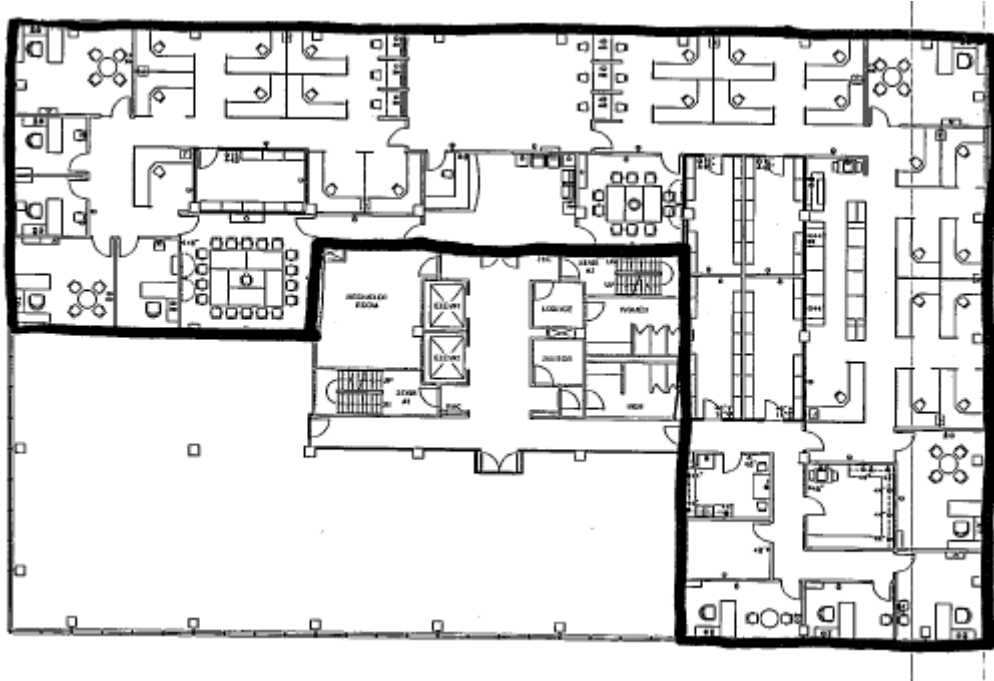
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SUITE
103

SUITE
100

7,047
square
feet

EXHIBIT A

FLOOR PLAN OF THE REMAINING PREMISES – SUITE 250



10,763 square feet

EXHIBIT B

SPECIAL STIPULATIONS

In the event of any conflict between the terms and conditions of any of the following Special Stipulations and the terms and conditions of the main text of this Lease or of any of the other Exhibits to this Lease, the terms and conditions of these Special Stipulations shall control. In addition to any other terms whose definitions are fixed and defined by these Special Stipulations, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of this Lease or any of the other Exhibits. No inference or implication shall result from or interpretation be based upon the deletion or omission of words or material from the form on which this Lease appears or from a draft of this Lease, the words or material having been deleted or omitted being as though they were never in such form or draft.

1. Secured Parking Area. In addition to the parking spaces for use by Tenant in the parking facility as set forth in Section 1.4 of the Lease, Tenant shall also have the right to create a secured area in the parking facility for up to twenty-five (25) police patrol vehicles, as more particularly shown on Exhibit B-1 attached hereto and incorporated herein by reference (the "Secured Parking Area"). Tenant shall fence and screen the Secured Parking Area in an aesthetically pleasing manner. Tenant shall deliver to Landlord Tenant's plans and specifications for fencing and screening the Secured Parking Area for review and approval by Landlord not less than thirty (30) days prior to commencing installation. Tenant shall not commence installation of the Secured Parking Area without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord shall have the right upon prior notice to Tenant to move the Secured Parking Area to another location on the Property. The costs incurred in moving the Secured Parking Area shall be paid by Landlord.

2. Exterior Signage. During the Term, including any extensions thereof, if any, so long as this Lease is in full force and effect, and Tenant is not in monetary default hereunder beyond any applicable notice and cure periods, Tenant shall have the right to install identification and/or directional signage containing Tenant's name and logo on the Property. Such signage is subject to the following terms and conditions:

(a) The number, location, design, construction, size, illumination, if any, and all other aspects of such signage shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed, and shall be subject to the approval of all governmental agencies or authorities having jurisdiction over the Building, and shall be subject to all private restrictions, applicable rules, regulations ordinances and laws, including, without limitation, zoning ordinances.

(b) The expense of designing, installing, constructing, maintaining, and removing the signs shall be the sole cost and expense of Tenant. Tenant shall be responsible for all costs and expenses associated with such signage. Upon the removal of the signage, Tenant shall pay all costs associated with restoring the Property to substantially the same condition that existed prior to the installation of the signage, reasonable wear and tear excepted.

(c) If Tenant requests any assignment or subletting of this Lease, Tenant's rights with respect to the signage as contained in this Stipulation No. 2 shall not be transferable

or assignable to an assignee or subtenant without the express prior written consent of Landlord, which consent may be granted, withheld or conditioned in Landlord's sole and absolute discretion.

(e) Upon the expiration or earlier termination of this Lease or earlier termination of Tenant's rights with respect to such signage, Landlord, at its option, shall remove the identification signage from the Property at Tenant's sole cost and expense, or cause Tenant to remove the signage at Tenant's sole cost and expense.

3. Right of First Refusal for Suite 200. Landlord grants to Tenant the right to lease a portion or all of Suite 200 on the 2nd floor of the Building (the "Suite 200 First Refusal Space"), as more particularly described on Exhibit B-2 attached hereto and incorporated herein by reference (the "Suite 200 First Refusal Right"). The Suite 200 First Refusal Right is not effective or exercisable by Tenant during the existence of a default by Tenant under this Lease past any applicable notice and cure period. The Suite 200 First Refusal Space shall be leased to Tenant on and subject to the following terms and conditions:

(a) Should Landlord receive from a prospective third party tenant an offer to lease the Suite 200 First Refusal Space or any premises within the Building containing all or a portion of the Suite 200 First Refusal Space, which Landlord is willing to accept (the "Suite 200 Third Party Offer"), Landlord agrees promptly to so notify Tenant in writing of the Suite 200 Third Party Offer. Tenant shall have a period of five (5) business days after the date of the notice to Tenant within which to exercise the Suite 200 First Refusal Right by delivery to Landlord of written notice of its exercise on or before the last day of the 5-day period.

(b) Within ten (10) days after the effective date of Tenant's exercise of the Suite 200 First Refusal Right, Landlord and Tenant shall enter into an amendment to the Lease adding the First Refusal Space to the Premises. Tenant's failure to enter into an amendment within such 10-day period shall not relieve Tenant of its obligation to lease the Suite 200 First Refusal Space. The amendment shall subject the Suite 200 First Refusal Space to the terms and provisions of this Lease including, without limitation, minimum rent, additional rent and the Term. Tenant's allowance for improvements shall be an amount equal to the product of multiplying the Tenant Improvement Allowance times a fraction, the numerator of which is the number of full calendar months remaining in the Term and the denominator of which is 121. Tenant's improvements to the Suite 200 First Refusal Space shall be designed and installed in accordance with the procedures and conditions set forth in Exhibit F of this Lease.

(c) If Tenant fails to duly and timely exercise the Suite 200 First Refusal Right, or elects not to exercise the Suite 200 First Refusal Right, Landlord shall be free to lease the Suite 200 First Refusal Space to the third party, subject to the following term limitations:

(i) during the initial twenty-four (24) months of the Term of this Lease, Landlord shall not enter into a lease of the Suite 200 First Refusal Space for a term of more than six (6) years after the Commencement Date; and

(ii) after the initial twenty-four (24) months of the Term of this Lease, Landlord may enter into a lease provided the term of such lease is for a maximum of four (4) years.

If Tenant fails to or elects not to exercise the Suite 200 First Refusal Right and the third party submitting the Suite 200 Third Party Offer does not lease the Suite 200 First Refusal Space, the Suite 200 First Refusal Space shall again become subject to the Suite 200 First Refusal Right herein contained as to any subsequent Suite 200 third party offer submitted to Landlord. At any time that the Suite 200 First Refusal Space is available for lease, Tenant shall have the right to lease the Suite 200 First Refusal Space effective 120 days after written notice of Tenant's election to lease such space is delivered to Landlord.

(d) The right granted to Tenant under this paragraph is personal to Tenant, and in the event of any assignment of this Lease or sublease by Tenant, this right of first refusal to lease the Suite 200 First Refusal Space shall thenceforth be void and of no further force and effect.

4. Right of First Refusal. Subject to the rights of existing tenants in the Building, Landlord grants to Tenant the right to lease a portion or all of the remaining available space in the Building (the "First Refusal Right"), excluding Suite 200 (the "First Refusal Space"). The First Refusal Right is not effective or exercisable by Tenant during the existence of a default by Tenant under this Lease past any applicable notice and cure period. The First Refusal Space shall be leased to Tenant on and subject to the following terms and conditions:

(a) Should Landlord receive from a prospective third party tenant an offer to lease the First Refusal Space or any premises within the Building containing all or a portion of the First Refusal Space, which Landlord is willing to accept (the "Third Party Offer"), Landlord agrees promptly to so notify Tenant in writing of the Third Party Offer. Tenant shall have a period of five (5) business days after the date of the notice to Tenant within which to exercise the First Refusal Right by delivery to Landlord of written notice of its exercise on or before the last day of the 5-day period. If Tenant fails to duly and timely exercise the First Refusal Right, or elects not to exercise the First Refusal Right, the same shall lapse, and be of no further force and effect, and Landlord shall be free to lease the First Refusal Space as contained in the Third Party Offer.

(b) Within ten (10) days after the effective date of Tenant's exercise of the First Refusal Right, Landlord and Tenant shall enter into an amendment to the Lease adding the First Refusal Space to the Premises. Tenant's failure to enter into an amendment within such 10-day period shall not relieve Tenant of its obligation to lease the First Refusal Space. The amendment shall subject the First Refusal Space or any premises within the Building containing all or a portion of the First Refusal Space, which is contained in the Third Party Offer, to the terms and provisions of this Lease except that the term of the lease and all of the economic terms of the Third Party Offer, including the minimum rent relating to the First Refusal Space shall be as set forth in the Third Party Offer; provided however that if Tenant exercises this First Refusal Right at any time during the last three (3) years of the Term, then Tenant agrees that the Term for the Premises including the First Refusal Space shall be extended by the number of years in the term of the Third Party Offer. If the Term is extended as aforesaid, then the economic terms for

the Premises (excluding the First Refusal Space, which shall be on the terms as set forth in the Third Party Offer) shall be the then Prevailing Market Rate, as defined and determined below.

(c) "Prevailing Market Rate" shall mean the then prevailing market rate for base rent after taking into consideration the creditworthiness of the Tenant, periodic rental escalations, the improvements made to the Premises, and market concessions for improvement allowances for comparably improved space, operating expenses, parking concessions and similar matters for leases comparable to this Lease for space comparable to the Premises in the Central Perimeter market area, as of the commencement of the extended Term. The Prevailing Market Rate shall be determined between Landlord and Tenant by mutual agreement; however, if Landlord and Tenant cannot agree upon the rate within thirty (30) days of Tenant's election of the First Refusal Right, the Prevailing Market Rate shall be established in the manner specified in subsection (d) below.

(d) Within twenty (20) days after the aforesaid 30-day period, Landlord and Tenant shall each advise the other party, in writing, of its selection of a real estate appraiser to act on each party's behalf in determining the Prevailing Market Rate on a per rentable square foot basis as of the beginning of the extended Term. If the two appraisers are unable to agree upon a joint written determination within said 20-day period, each appraiser shall render his or her own written determination and the two appraisers shall select a third appraiser within such 20-day period. Within ten (10) days after the appointment of the third appraiser, the third appraiser shall select one of the determinations of the two appraisers originally selected, without modification or qualification. All appraisers selected in accordance with this subsection shall have at least ten (10) years prior experience in the Atlanta, Georgia commercial leasing market and shall be members of one or more of the National Association of Industrial and Office Properties, the Atlanta Board of Realtors, the American Institute of Real Estate Appraisers or similar professional organization. If either Landlord or Tenant fails or refuses to select an appraiser within the time periods specified herein, and if such failure or refusal is not corrected within three (3) business days after the failing or refusing party receives written notice thereof from the other party (which notice, to be effective, must expressly refer to this subsection and the specific failure to appoint an appraiser hereunder, as well as the consequences of such failure), the other appraiser shall alone determine the Prevailing Market Rate. Landlord and Tenant agree that they shall be bound by the determination of Prevailing Market Rate pursuant to this subsection for purposes of determining the minimum rent per rentable square foot under this Lease for the Premises (excluding the First Refusal Space) during the extended Term. Landlord shall bear the fees and expenses of its appraiser; Tenant shall bear the fees and expenses of its appraiser; and Landlord and Tenant shall share equally the fees and expenses of the third appraiser, if any. Until the Prevailing Market Rate has been determined in accordance with the foregoing procedures, Tenant shall pay rent during the extended Term at the rental rate that was payable for the occupancy period prior to the subject extended Term.

(e) Tenant's allowance for improvements shall be an amount equal to the product of multiplying Tenant's allowance, if any, under the Third Party Offer times a fraction, the numerator of which is the number of full calendar months remaining in the Term and the denominator of which is 121. Tenant's improvements to the First Refusal Space or any premises within the Building containing all or a portion of the First Refusal Space which may be contained

in the Third Party Offer shall be designed and installed in accordance with the procedures and conditions set forth in Exhibit F of this Lease.

(f) If Tenant fails to or elects not to exercise the First Refusal Right and the third party submitting the Third Party Offer does not lease the First Refusal Space, the First Refusal Space shall again become subject to the First Refusal Right herein contained as to any subsequent third party offer submitted to Landlord. The right granted to Tenant under this paragraph is personal to Tenant, and in the event of any assignment of this Lease or sublease by Tenant, this right of first refusal to lease the First Refusal Space shall thenceforth be void and of no further force and effect.

5. Termination Option. Notwithstanding anything to the contrary contained in this Lease, provided Tenant is not in default hereunder, Tenant shall have the option (the "Termination Option") to terminate this Lease, effective as of the first (1st) day of the 45th, 57th, 69th, 81st, 93rd, or 105th month following the Commencement Date (each a "Termination Date"), by providing Landlord with written notice of such Termination Option election (the "Termination Notice"). Such Termination Notice shall be effective only if it is given to Landlord at least six (6) months prior to Tenant's intended Termination Date (the "Termination Notice Deadline"); accordingly, if Tenant has not given its Termination Notice to Landlord six months prior to a Termination Date, the Termination Option with respect to that Termination Date shall expire and be of no further force or effect, and Tenant shall have no right or option to terminate this Lease pursuant to this paragraph until the subsequent Termination Date. As a condition precedent to any termination of this Lease pursuant to the provisions of this paragraph, Tenant must have delivered to Landlord, together with its Termination Notice, an amount as a termination fee equal to the unamortized portion of the Tenant Improvement Allowance and any other improvement allowances provided hereunder, leasing commissions, abated rent, legal expenses incurred in documenting the relocation of Apex Systems, Inc. and all other expenses incurred by Landlord required for such relocation, and any other concessions in connection with this Lease. The discount rate applied for amortization of the aforementioned costs shall be eight percent (8%). It is hereby acknowledged that any such amount required to be paid by Tenant in connection with such early termination is not a penalty but a reasonable pre-estimate of the damages which would be incurred by Landlord as a result of such early termination of this Lease (which damages are impossible to calculate more precisely) and, in that regard, constitutes liquidated damages with respect to such loss. Tenant shall continue to be liable for its obligations under this Lease to and through the Termination Date including, without limitation, additional rent that accrues pursuant to the terms of this Lease, with all of such obligations surviving the early termination of this Lease. The rights granted to Tenant under this paragraph are personal to Tenant, and in the event of any assignment of this Lease or sublease by Tenant, this Termination Option shall thenceforth be void and of no further force or effect.

EXHIBIT B-1

SECURED PARKING AREA

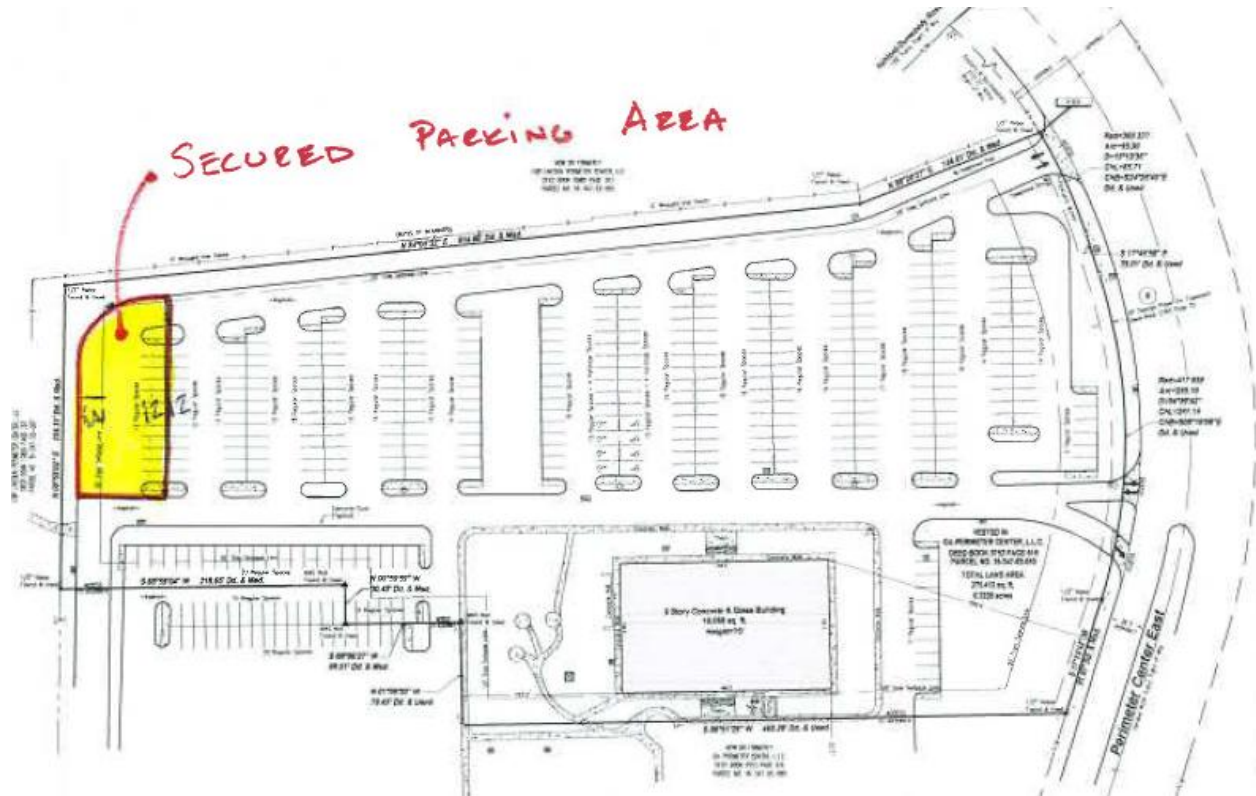
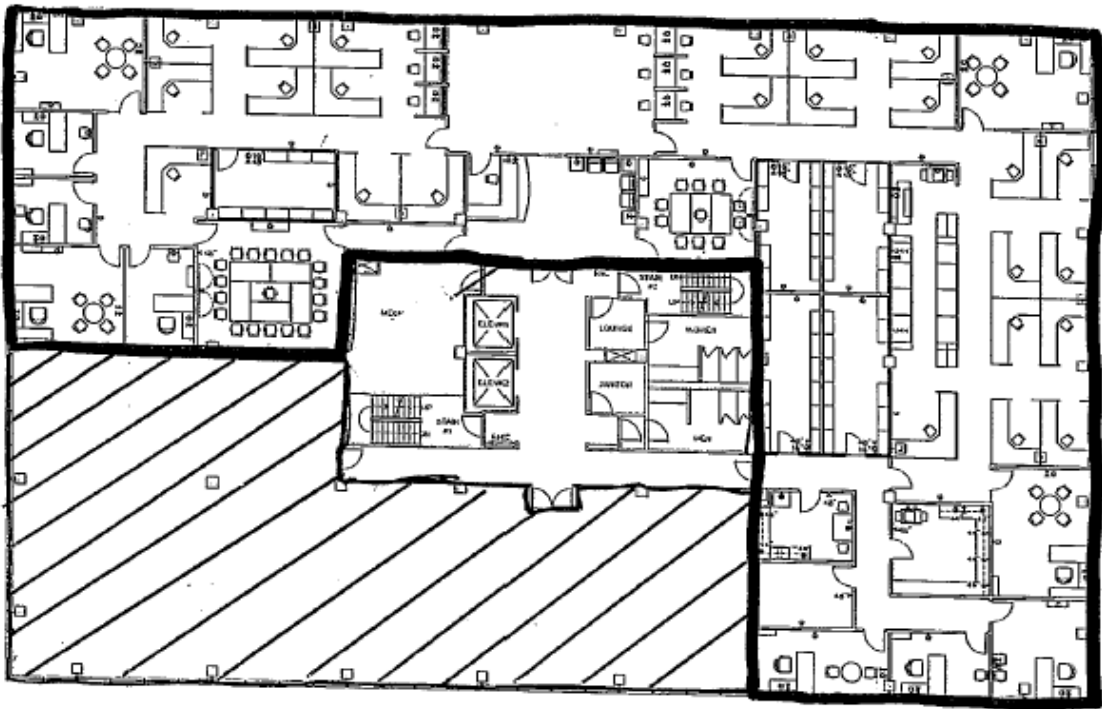


EXHIBIT B-2

SUITE 200 FIRST REFUSAL SPACE




 Suite 200 First Refusal Space

EXHIBIT C
CONFIRMATION OF LEASE TERM

This Agreement, made this ____ day of _____, 200_, between RB 41/47 PCE, LLC, a Delaware limited liability company (hereinafter referred to as "Landlord") and _____, a _____ (hereinafter referred to as "Tenant");

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into an office lease agreement dated _____, 20__ (the "Lease") for Suite _____ (the "Premises") in the building known as 41 Perimeter Center East located at 41 Perimeter Center East, Atlanta, Georgia 30346; and

WHEREAS, Landlord and Tenant agreed to execute this Agreement to confirm the actual Commencement Date and expiration of the Lease term, and for other purposes;

NOW, THEREFORE, pursuant to the provisions of Section 2.3 of the Lease, Landlord and Tenant mutually agree as follows:

1. The Commencement Date is _____, 200_, and the expiration date is _____, 200_.
2. The number of rentable square feet of the Premises is _____.

3. Tenant is in possession of, and has accepted, the Premises demised by the Lease, and acknowledges that all the work to be performed by Landlord in the Premises as required by the terms of the Lease has been satisfactorily completed. Tenant further certifies that all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or setoffs against the enforcement of the Lease by Landlord.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above stated.

LANDLORD:

RB 41/47 PCE, LLC, a Delaware limited liability

By: _____
David Canaday
Senior Vice President

TENANT:

By: _____
Name: _____
Title: _____

EXHIBIT D
JANITORIAL SERVICES

Daily Cleaning and Maintenance:

1. At least twice daily, check main Building entrance lobby and all elevator cabs for cleanliness.
2. At least twice daily, check ladies' restrooms and lavatories. Fill soap, tissue, paper towel and sanitary supplies dispensers, and remove trash as necessary.
3. At least twice daily, check men's lavatories. Fill soap, tissue and paper towel dispensers, and remove trash as necessary.
4. Keep all stairwells clean; wash stairs as necessary.
5. Properly maintain appearance of Building exterior at ground level, including Building entrance areas.

Office Areas - Nightly:

1. Sweep all hard flooring.
2. Vacuum all carpeting and rugs, moving light furniture and office equipment.
3. Empty and wipe clean all wastebaskets, ashtrays, etc.
4. Dust and wipe clean all furniture, equipment, fixtures and window sills.
5. Clean all glass furniture, equipment, fixtures and window sills.
6. Clean all glass furniture tops as necessary.
7. Dust baseboards, moldings and trim.

Lavatories - Nightly:

1. Sweep and wash all flooring.
2. Wash and polish mirrors, shelves and bright work.
3. Wash and disinfect all basins, bowls, urinals and both sides of toilet seats.
4. Dust and wipe clean all partitions, tile walls and dispensers.

Office Areas - Periodic (at least every three months):

1. Dust all pictures, wall hangings, and etc. not reached in the night cleaning.
2. Dust all venetian blinds, ventilating louvers, grills, lighting fixtures, partitions and other surfaces not reached in nightly cleaning. Replace blinds and/or Building standard drapes as necessary.
3. Remove fingerprints and other marks from all elevators, stairways, and office doors.
4. Wash all non-carpeted areas as applicable.
5. Spot-clean carpeting.

Window and Glass Cleaning:

1. Wash entrance doors, lobby glass and glass in directory daily.
2. At least once every six months, wash inside and outside of office area windows.
3. Clean all interior glass and normal amount of partition glass at least every three months.

EXHIBIT E
RULES AND REGULATIONS

1. The sidewalks, and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, and the streets, alleys or ways surrounding or in the vicinity of the Building shall not be obstructed, even temporarily, or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings, tinted coating, film or screens shall be attached to or hung in, or used in connection with, any window, glass surface or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or windows or other glass surfaces (including, without limitation, glass storefronts). Signs on entrance door or doors shall conform to building standard signs, samples of which are on display in Landlord's rental office. Signs on doors shall, at Tenant's expense, be inscribed, painted or affixed for each tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.

4. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.

7. Tenant shall not in any way deface any part of the Premises or the Building. If Tenant desires to use linoleum or other similar floor covering, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water; the use of cement or other similar adhesive materials, which are not water soluble, are expressly prohibited.

8. No vehicles or animals of any kind, except service animals, shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the

Premises except in conformity to law and then only in the utility kitchen, if any, as set forth in Tenant's layout, which is to be primarily used by Tenant's employees for heating beverages and light snacks. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

9. No space in the Building shall be used for manufacturing, distribution, or for the storage of merchandise or for the sale of merchandise, goods, or property of any kind at auction.

10. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways. Tenant shall not cause or permit any unseemly or disturbing activity or conduct to be visible through any window, opening, doorway, glass storefront or other glass surface or any other means of visibility that disturbs or interferes with (i) tenants or other occupants of the building or their licensees or invitees or (ii) neighboring buildings or premises or those having business with them, including without limitation, receptions, parties, recreation and other activities of a social nature not directly related to Tenant's use of the Premises.

11. Neither Tenant, nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon the termination of its tenancy, return to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof. Notwithstanding the foregoing, certain portions of the Premises may contain sensitive information, materials and equipment secured by Tenant and only made available for access under escort by Tenant. In an emergency, if Landlord does not have access to such secure areas and Tenant's escort is not immediately available, Landlord may forcibly enter the secured area without any liability to Tenant, and Tenant shall defend, save and hold harmless Landlord for any damages or claims caused as a result of such forcible entry.

13. Tenant shall not overload any floor. Tenant shall obtain Landlord's consent before bringing any safes, freight, furniture, or bulky articles into the Building and Landlord can specify to Tenant the location for the placement of such articles. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a public stenographer or typist, or as a barber or manicure shop, or as a public employment bureau or agency, or for a public finance (personal loan) business, or for the possession, storage, manufacture or sale of liquor, narcotics, illegal substances, tobacco in any form, pornographic magazines. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on said premises, nor advertise for laborers giving an address at the Building. Tenant shall not keep or utilize any juke box, billiard or pool table or other recreational device at or in the Premises.

15. Tenant agrees to employ such janitorial contractor as Landlord may from time to time designate, for any waxing, polishing, and other maintenance work of the Premises and of the Tenant's furniture, fixtures and equipment. Tenant agrees that it shall not employ any other cleaning and maintenance contractor, nor any individual, firm or organization for such purpose without Landlord's prior written consent.

16. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

17. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Sundays, legal holidays and after 2:00 p.m. on Saturdays all persons who do not sign in and out on a register in the lobby of the Building, showing the name of the person, the Premises visited and the time of arrival and departure. All such persons entering or leaving the Building during such times may be expected to be questioned by the Building security personnel as to their business in the Building. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in the Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

18. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose or for any other activity not appropriate, in Landlord's sole discretion, to an office building of the quality and stature of the Building.

19. The requirements of Tenant will be attended to only upon application at the office of the Building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

20. Canvassing, soliciting, and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

21. There shall not be used in any space, or in the public halls of any building, either by Tenant or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks,

except those equipped with rubber tires and side guards. No hand trucks shall be used in passenger elevators.

22. Tenant, in order to obtain maximum effectiveness of the cooling system, shall lower and/or close the blinds or drapes when sun's rays fall directly on windows of Premises. Tenant shall not remove the standard blinds installed in the Premises.

23. All paneling, rounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord or its agents, in a manner satisfactory to Landlord.

24. Tenant shall not install any vending machines in the Building or Premises without Landlord's consent.

25. All articles and the arrangement style, color and general appearance thereof, in the interior of the Premises that will be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise, furniture, and store fixtures, shall be subject to Landlord's approval, and, in any case, shall be maintained in keeping with the character and standards of the Building.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building.

27. Tenant shall abide by no-smoking restrictions in all areas of the Property.

28. Neither Tenant nor its employees, guests and invitees are permitted to bring any firearms or any other item classified as a dangerous weapon onto the Property. Other than police officers employed by the City of Dunwoody and other municipalities, there shall be no exceptions to this prohibition.

29. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, agreements and conditions of the main text (including Special Stipulations) of the Lease, which text shall control in the instance of conflict.

30. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety, care and cleanliness of the Building, and for the preservation of good order therein. Such other Rules and Regulations shall be effective upon written notification of Tenant.

EXHIBIT F

TENANT IMPROVEMENT AGREEMENT

This Tenant Improvement Agreement (hereinafter referred to as this "Agreement") is made this ____ day of _____, 2009, between RB 41/47 PCE, LLC, a Delaware limited liability company (hereinafter referred to as "Landlord"), and The City of Dunwoody (hereinafter referred to as "Tenant").

WITNESSETH THAT:

WHEREAS, the undersigned Landlord and Tenant have executed, sealed and delivered a certain office lease agreement (hereinafter referred to as the "Lease") to which this Agreement is attached, and into which this Agreement is fully incorporated by reference as Exhibit F;

WHEREAS, the Lease provides for the leasing of space (the "Premises") within the building known located at 41 Perimeter Center East, Atlanta, Georgia 30346 (hereinafter referred to as the "Building");

WHEREAS, terms which are defined in the Lease when used herein shall have the same meanings ascribed thereto as set forth in the Lease; and

WHEREAS, Landlord and Tenant desire to set forth herein their respective agreements regarding the improvement of the Premises.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution and delivery of the Lease by the parties hereto, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

Section 1. Tenant Improvements. The term "Tenant Improvements" shall mean all improvements constructed or installed in or on the Premises in accordance with the Drawings and Specifications, as hereinafter defined.

Section 2. Drawings and Specifications.

Section 2.01. The term "Drawings and Specifications" shall mean the final drawings, specifications, and finish schedules for the Tenant Improvements which shall be prepared and approved by Landlord and Tenant in accordance with the following procedure:

(a) Tenant shall promptly have its architect ("Tenant's Architect") prepare final working drawings and specifications necessary to commence construction of the Tenant Improvements. Landlord shall promptly review and resubmit the drawings and specifications to Tenant, either with Landlord's approval, or with Landlord's approval subject to comments, or with Landlord's disapproval. If Landlord fails to respond within five (5) business days after receiving such proposed drawings and specifications, Landlord shall be deemed to have given its

approval. Tenant shall resubmit any such drawings and specifications which are returned by Landlord without complete approval as promptly as possible, and such resubmitted drawings and specifications shall contain the information or changes required by Landlord. Once Landlord then satisfies itself that such drawings and specifications are acceptable, Landlord shall so notify Tenant and the same shall constitute the "Drawings and Specifications" for purposes of this Tenant Improvement Agreement.

(b) Promptly after receipt of the Drawings and Specifications, Landlord shall obtain bids for the Tenant Improvements from three (3) contractors and shall submit the same to Tenant for its approval. The contractor approved by Landlord and Tenant shall hereinafter be referred to as "Landlord's Contractor." If Tenant disapproves all such bids, Tenant agrees to work promptly with Tenant's Architect to alter the Drawings and Specifications as necessary to cause the price estimate based thereon to be acceptable to Tenant. Landlord's Contractor shall be required to obtain a minimum of three (3) bids from subcontractors for any work in excess of \$25,000 in the aggregate. The aggregate cost of constructing the Tenant Improvements, including the cost of preparing the Drawings and Specifications and code compliance, once approved by Tenant, together with a one and one-half percent (1.5%) construction management fee shall hereinafter be referred to as the "Tenant Improvement Costs." Upon determination of the Tenant Improvement Costs, Tenant shall be deemed to have given final approval to the Drawings and Specifications and Landlord shall be deemed to have been authorized to proceed, through Landlord's Contractor, with the work of constructing and installing the Tenant Improvements in accordance with the Drawings and Specifications.

Section 3. Payment of Costs.

Section 3.01. Allowance for Tenant Improvement Costs. Landlord shall pay the Tenant Improvement Costs up to, but not exceeding, the Tenant Improvement Allowance specified in the Summary or Basic Lease Information. Tenant may apply up to \$5.00 per square foot of the unused Tenant Improvement Allowance for its moving expenses, cost of purchasing and installing furniture, fixtures and equipment, cost of wiring and cabling, and/or minimum rent.

Section 3.02. Tenant's Costs. Tenant shall pay to Landlord, as additional rent, the cost of making any and all changes in and to the Drawings and Specifications and any and all increased costs in the Tenant Improvement Costs, including construction management fees, resulting therefrom over and above the Tenant Improvement Allowance. The aggregate of all of these costs described herein are hereinafter referred to collectively as "Tenant's Costs."

Section 3.03. Payment Schedule for Tenant's Costs. Tenant shall pay to Landlord the Tenant's Costs as follows:

(a) Fifty percent (50%) of the amount of Tenant's Costs then known to Landlord and Tenant shall be paid prior to the commencement of any work of constructing and installing the Tenant Improvements;

(b) Forty percent (40%) of the amount of Tenant's Costs then known to Landlord and Tenant shall be paid within thirty (30) days after the commencement of the work of constructing and installing the Tenant Improvements; and

(c) The balance of Tenant's Costs shall be paid immediately upon Landlord's notification to Tenant that the work of constructing and installing the Tenant Improvements has been substantially completed.

Section 3.04. Changes in Drawings and Specifications. If at any time after the Tenant Improvement Costs are determined Tenant desires to make changes in the Drawings and Specifications, Tenant shall submit to Landlord for approval working drawings and specifications for any and all such desired changes. The process of finalizing and approving such drawings and specifications shall be in the same manner as set forth in Section 2 above. Once any and all changes and modifications are approved, Landlord shall promptly submit the same to Landlord's Contractor for pricing. The procedure for determining an approved cost for such changes shall be as set forth in Section 2 above. Once a cost for such changes has been approved, all references in this Agreement to "Drawings and Specifications" shall be to the Drawings and Specifications adopted pursuant to the procedures of Section 2 above, as changed and modified pursuant to this Section 3.04, and all references to "Tenant Improvement Costs" shall be deemed to include the aggregate approved cost for the changes as determined in this Section. Once the changes and the costs therefor have been approved, Tenant shall be deemed to have given full authorization to Landlord to proceed with the work of constructing and installing the Tenant Improvements in accordance with the Drawings and Specifications, as changed and modified. Landlord shall have the optional right to require Tenant to pay in one lump sum to Landlord, in advance of commencement of work, any and all increases in the Tenant Improvement Costs which result from approved changes to the Drawings and Specifications.

Section 3.05. Failure to Pay Tenant's Costs. Failure by Tenant to pay Tenant's Costs in accordance with this Section 3 will constitute a failure by Tenant to pay rent when due under the Lease and shall therefor constitute a default by Tenant under the Lease, and Landlord shall have all of the remedies available to it under the Lease and at law or in equity for nonpayment of rent.

Section 3.06. Landlord's Disbursement Obligations. Landlord agrees to disburse the Tenant Improvement Allowance to pay the Tenant Improvement Costs as and when the same become due and payable. Landlord shall be entitled to rely on the accuracy of any and all invoices and fee statements for labor and materials performed on or furnished to the Premises in connection with the Tenant Improvements and to rely, to the extent submitted, on any and all certifications as to Tenant Improvement Costs submitted by Landlord's Contractor and/or Tenant's Architect.

Section 3.07. Finish Work in Addition to Tenant Improvements. All work in or about the Premises which is not within the scope of the work necessary to construct and install the Tenant Improvements, such as delivering and installing furniture, telephone equipment, wiring, and office equipment ("Tenant's Work"), shall be furnished and installed by Tenant entirely at Tenant's expense, subject to application of any unused portion of the Tenant Improvement Allowance. Tenant shall adopt a schedule for performing such additional work consistent with

the schedule of Landlord's Contractor and shall see that Tenant's Work is conducted in such a manner as to maintain harmonious labor relations and as not to interfere unreasonably with or to delay the work of constructing or installing the Tenant Improvements. Tenant agrees further that such additional work shall be conducted and accomplished so as not to interfere with Landlord's ability to obtain a certificate of occupancy for the Premises, and the costs associated with curing or correcting such interference, if any, shall be part of Tenant's Costs. Landlord shall give access and entry to the Premises to Tenant and its contract parties performing Tenant's Work and reasonable opportunity and time to enable Tenant and such contract parties to perform and complete Tenant's Work. All of Tenant's Work and Tenant's use (and the use by its contract parties) of the Premises for such purposes shall be entirely in accordance with the Lease, including, without limitation, this Agreement.

Section 4. ADA Compliance. In connection with the construction of the Building and completion of the Tenant Improvements and thereafter, so long as this Lease continues in effect, Landlord will comply with Landlord's ADA Compliance Obligations and Tenant will comply with Tenant's ADA Compliance Obligations. For purposes of the foregoing, the following terms shall have the following meanings:

(a) "ADA Requirements" shall mean the requirements of Title III of the Americans with Disabilities Act of 1990 (the "Act") and all rules and regulations promulgated with respect thereto, as such Act and rules and regulations exist on the date of this Lease, and as the same may be amended thereafter from time to time.

(b) "Landlord's ADA Compliance Obligations" shall mean all required compliance with ADA Requirements with respect to the base Building condition, access to the Building, all Building systems (including, without limitation, mechanical, electrical, plumbing, and elevator systems) all structural components of the Building, all common areas, and any other portions of the Building not located within the Premises or the premises of any other tenant, other than such compliance made necessary by changes in use of or modifications to the Premises by Tenant. Tenant shall not be obligated to pay for Building compliance with the ADA, unless such compliance arises out of Tenant's specific use of the Premises and the Building.

(c) "Tenant's ADA Compliance Obligations" shall mean, collectively (i) all required compliance with ADA Requirements with respect to tenant improvements located in the Premises; plus (ii) all required compliance with ADA Requirements with respect to any other portion of the Building or common areas or access thereto to the extent such compliance is made necessary solely by changes in use of, or modifications to, the Premises by Tenant.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have duly executed and sealed this Agreement as of the date and year first above stated.

LANDLORD:

RB 41/47 PCE, LLC, a Delaware limited liability

By: _____
David Canaday
Senior Vice President

TENANT:

[TDB]

By: _____
Name: _____
Title: _____

EXHIBIT G
ESTOPPEL CERTIFICATE

[Lender/Purchaser]

Re: [Description of Parties, Lease, Building, Premises]

Dear Ladies and Gentlemen:

Tenant hereby certifies as follows:

1. A true, correct and complete copy of the Lease is attached hereto as Exhibit A. Except for the Lease, there are no agreements (written or oral) or documents that are binding on Landlord in connection with the lease of the Premises. The Lease is valid, binding and in full force and effect, and has not been modified or amended in any manner whatsoever except as shown on Exhibit A.

2. The term of the Lease commenced on _____, including any presently exercised option or renewal term, ends on _____, subject to any rights of Tenant to extend the term expressly set forth in the Lease. Tenant has no rights to extend the term of the Lease except as follows:

3. Landlord has delivered possession of the Premises to Tenant, and Tenant has accepted possession of, and currently occupies, the Premises.

4. The current monthly base rent payable under the Lease is \$_____, and the current monthly payment payable under the Lease on account of taxes and operating expenses payable under the Lease is \$_____. Tenant's percentage share of operating expenses and real estate taxes is ____%. Rent and all other charges payable under the Lease have been paid through _____. No amounts of monthly base rent payable under the Lease have been prepaid except through the end of the current calendar month, and no other charges payable under the Lease have been prepaid for any period, other than estimated payments of operating expenses and taxes. There are no applicable abatements on rent or other charges now or hereafter existing under the Lease.

5. All reconciliations of actual taxes and operating expenses for calendar year _____ and all previous calendar years (the "Expenses") with payments made by Tenant therefor have been made and a report thereof delivered to Tenant.

6. Tenant has no options, rights of offer, rights of refusal or other rights to purchase all or any portion of the Building. Tenant has no options, rights of offer, rights of refusal or

other rights to expand the Premises or lease any other premises in the Building, except as follows:

7. All obligations, if any, of Landlord under the terms of the Lease with respect to improvements or repairs to the Premises have been fully performed, and all allowances, reimbursements or other obligations of Landlord for the payment of monies to or for the benefit of Tenant have been fully paid, all in accordance with the terms of the Lease.

8. To Tenant's knowledge, neither Landlord nor Tenant is in default in the performance of any covenant, agreement or condition contained in the Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a default by any party under the Lease.

9. Tenant is not the subject of any bankruptcy, insolvency or similar proceeding in any federal, state or other court or jurisdiction.

10. Tenant is in possession of the Premises and has not subleased any portion of the Premises or assigned or otherwise transferred any of its rights under the Lease.

11. Tenant has deposited _____ Dollars (\$_____) with Landlord as a security deposit under the Lease [or has provided Landlord a letter of credit in the amount of \$_____]. Tenant has provided no other security to Landlord with respect to the Lease.

12. Tenant will attorn to and recognize Purchaser as the Landlord under the Lease and will pay all rents and other amounts due thereunder to Purchaser upon notice to Tenant that Purchaser has become the owner of Landlord's interest in the Premises under the Lease.

13. The person executing this Estoppel Certificate is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

Tenant:

By: _____

Its: _____

EXHIBIT H
FORM OF SNDA

Record and Return to:

SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2009, by and between US Bank National Association (“Mortgagee”), and _____ (“Lessee”).

R E C I T A L S:

A. Mortgagee has made a loan of \$31,000,000 (the “Loan”) to RB 41/47 PCE, LLC, a Delaware limited liability company (“Borrower”), in connection with the property known as 41 Perimeter Center East located in Atlanta, Georgia, and described in Exhibit A attached hereto and incorporated herein by reference (said real property and improvements being herein called the “Project”), such Loan being secured by a Deed to Secure Debt recorded in the Real Estate Records of DeKalb County, Georgia (the “Mortgage”), constituting a lien or encumbrance on the Project;

B. Lessee is the holder of a leasehold estate in and to Suites 100, 103 and 250 consisting of approximately 24,785 rentable square feet of space (the “Demised Premises”), under that Lease Agreement (the “Lease”) dated January _____, 2000, between RB 41/47 PCE, LLC, as Landlord (“Landlord”), and Lessee, as Tenant; and

C. Lessee and Mortgagee desire to confirm their understandings with respect to the Lease and the Mortgage.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, Lessee and Mortgagee agree and covenant as follows:

1. Non-Disturbance. Mortgagee agrees that it will not disturb the possession of Lessee under the Lease upon any judicial or non-judicial foreclosure of the Mortgage or upon acquiring title to the Project by deed-in-lieu of foreclosure, or otherwise, if the Lease is in full force and effect and Lessee is not then in default under the Lease, and that Mortgagee will accept the attornment of Lessee thereafter so long as Lessee is not in default under the Lease.

2. Attornment. If the interests of Landlord in and to the Demised Premises are owned by Mortgagee by reason of any deed-in-lieu of foreclosure, judicial foreclosure, sale pursuant to any power of sale or other proceedings brought by it or by any other manner, including, but not limited to, Mortgagee's exercise of its rights under any assignment of leases and rents, and Mortgagee succeeds to the interest of Landlord under the Lease, Lessee shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Lessee with the same force and effect as if Mortgagee were the Landlord under the Lease; and Lessee does hereby attorn to Mortgagee, as its lessor, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon Mortgagee's succeeding to the interest of Landlord under the Lease and immediately following Lessee's receipt of written notice from Mortgagee that Mortgagee has succeeded to the interest of the Landlord under the Lease or otherwise has the right to receive such rents and all such rents shall be paid to Mortgagee regardless of any contrary request or notification by Landlord or any other party. The respective rights and obligations of Lessee and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if set forth in full herein.

3. Mortgagee's Obligations. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee, subject to the last sentence of this Paragraph 3, shall be bound to Lessee under all of the terms, covenants and conditions of the Lease; provided, however, that Mortgagee shall not be:

- a) Liable for any act or omission of any prior lessor (including Landlord); or
- b) Subject to the offsets or defenses which Lessee might have against any prior lessor (including Landlord); or
- c) Bound by any rent or additional rent or advance rent which Lessee might have paid for more than one month in advance to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; or
- d) Bound by any security or advance rental deposit made by Lessee which is not delivered or paid over to Mortgagee and with respect to which Lessee shall look solely to Landlord for refund or reimbursement; or

e) Bound by any termination, amendment or modification of the Lease made without its consent and written approval.

Neither Lender nor any other party who from time to time shall be included in the definition of Mortgagee hereunder, shall have any liability or responsibility under or pursuant to the terms of this Agreement after it ceases to own an interest in the Project. Nothing in this Agreement shall be construed to require Mortgagee to see to the application of the proceeds of the Loan, and Lessee's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing the Loan. Lessee acknowledges that Mortgagee is not obligated to Lessee with respect to the making of the Loan or with respect to the performance of the terms and conditions set forth in the Loan Agreement between Mortgagee and Borrower pertaining to the Loan. Lessee further acknowledges and agrees that neither Mortgagee nor any purchaser of the Project at foreclosure sale or any grantee of the Project named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Mortgagee or any such purchaser or grantee, has or shall have any personal liability for the obligations of Landlord under the Lease; provided, however, that the Lessee may exercise any other right or remedy provided thereby or by law in the event of any failure by Landlord to perform any such material obligation.

4. Subordination. The Lease and all rights of Lessee thereunder are subject and subordinate to the Mortgage and to any deeds of trust, mortgages, ground leases or other instruments of security which do now or may hereafter cover the Project or any interest of Landlord therein (collectively, the "Prior Encumbrances") and to any and all advances made on the security thereof and to any and all increases, renewals, modifications, consolidations, replacements and extensions of the Mortgage or of any of the Prior Encumbrances. This provision is acknowledged by Lessee to be self-operative and no further instrument shall be required to effect such subordination of the Lease. Lessee shall, however, upon demand at any time or times execute, acknowledge and deliver to Mortgagee any and all instruments and certificates that in Mortgagee's judgment may be necessary or proper to confirm or evidence such subordination. If Lessee shall fail or neglect to execute, acknowledge and deliver any such instrument or certificate, Mortgagee may, in addition to any other remedies Mortgagee may have, as agent and attorney-in-fact of Lessee, execute, acknowledge and deliver the same and Lessee hereby irrevocably appoints Mortgagee as Lessee's agent and attorney-in-fact for such purpose. However, notwithstanding the generality of the foregoing provisions of this paragraph, Lessee agrees that Mortgagee shall have the right at any time to subordinate the Mortgage, and any such other Mortgagee or ground lessor shall have the right at any time to subordinate any such Prior Encumbrances, to the Lease on such terms and subject to such conditions as Mortgagee, or any such other Mortgagee or ground lessor, may deem appropriate in its discretion.

5. New Lease. Upon the written request of either Mortgagee or Lessee to the other given at the time of any foreclosure, trustee's sale or conveyance in lieu thereof, the parties agree to execute a lease of the Demised Premises upon the same terms and conditions as the Lease between Landlord and Lessee, which lease shall cover any un-expired term of the Lease existing prior to such foreclosure, trustee's sale or conveyance in lieu of foreclosure.

6. Notice. Lessee agrees to give written notice to Mortgagee of any default by Landlord or Borrower under the Lease not less than thirty (30) days prior to terminating the Lease or exercising any other right or remedy thereunder or provided by law. Lessee further agrees that it shall not terminate the Lease unless the Lease provides the Lessee with such right and, in any such case, Lessee will not terminate the Lease without first providing Mortgagee notice of Lessee's intention to do so and a cure right of no less than thirty (30) days; provided, however, that if such default cannot by its nature be cured within thirty (30) days, then Lessee shall not terminate the Lease or exercise any such right or remedy, provided the curing of such default is commenced within such thirty (30) days and is diligently prosecuted thereafter. All such notices required hereby shall be delivered by certified mail, return receipt requested to:

US Bank National Association
50 South 16th Street, Suite 1960
Philadelphia, Pennsylvania 19102

7. Mortgagee. The term "Mortgagee" shall be deemed to include UB Bank National Association and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in and to the Lease and the Project by, through or under judicial foreclosure or sale under any power or other proceedings brought pursuant to the Mortgage, or deed in lieu of such foreclosure or proceedings, or otherwise.

8. Estoppel. Lessee hereby certifies, represents and warrants to Mortgagee that:

a) That the Lease is a valid lease and in full force and effect. That there is no existing default in any of the terms and conditions thereof and no event has occurred which, with the passing of time or giving of notice or both, would constitute an event of default;

b) That the Lease has not been amended, modified, supplemented, extended, renewed or assigned, and represents the entire agreement of the parties;

c) That, except as provided in the Lease, Lessee is entitled to no rent concessions or abatements;

d) That Lessee shall not pay rental under the Lease for more than one (1) month in advance. Lessee agrees that Lessee shall, upon written notice by Mortgagee, pay to Mortgagee, when due, all rental under the Lease;

e) That all obligations and conditions under the Lease to be performed to date have been satisfied, free of defenses and set-offs; and

f) That Lessee has not received written notice of any claim, litigation or proceedings, pending or threatened, against or relating to Lessee, or with respect to the Demised Premises which would affect its performance under the Lease. Lessee has not received written notice of any violations of any federal, state, county or municipal statutes, laws, codes,

ordinances, rules, regulations, orders, decrees or directives relating to the use or condition of the Demised Premises or Lessee's operations thereon.

9. Modification and Successors. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

10. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MORTGAGEE:

Signed, sealed and delivered
in the presence of:

US Bank National Association

Witness

By: _____

Name: _____

Title: _____

Notary Public

Commission Expiration & Seal:

LESSEE:

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Name: _____

Title: _____

Notary Public

Commission Expiration & Seal:

EXHIBIT "A"

LEGAL DESCRIPTION

[To be Attached if Recorded]

Document comparison by Workshare Professional on Monday, January 26, 2009
4:57:39 PM

Input:	
Document 1 ID	file:///Z:/Barry Central Perimeter/Perimeter Center East Buildings/41 PCE/Marketing & Leasing/Tenant Leases/City of Dunwoody/City of Dunwoody Lease Draft 3.doc
Description	City of Dunwoody Lease Draft 3
Document 2 ID	file:///Z:/Barry Central Perimeter/Perimeter Center East Buildings/41 PCE/Marketing & Leasing/Tenant Leases/City of Dunwoody/City of Dunwoody Lease Draft 4.doc
Description	City of Dunwoody Lease Draft 4
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	13