

## SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”), is made as of the \_\_\_\_ day of January, 2009, by and between the **Development Authority of the City of Dunwoody** (hereinafter referred to as “Sublessor”), and the **City of Dunwoody** (hereinafter referred to as “Sublessee”);

### W I T N E S S E T H :

WHEREAS, by Office Lease dated on or about the date hereof (hereinafter referred to as the “Prime Lease”), RB 41/47 PCE, LLC (hereinafter referred to as the “Lessor”), leased to Sublessor, as Lessee, certain office space on the first and second floors of the building located at 41 Perimeter Center East, Atlanta, Georgia 30346 (the “Building”), at the rent and upon and subject to the terms and conditions set forth in the Prime Lease; and

WHEREAS, Sublessee desires to sublet from Sublessor the entire leased premises under lease to Sublessor;

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Demised Premises. Sublessor does hereby sublease to Sublessee, and Sublessee does hereby sublease from Sublessor, for the term and upon the conditions set forth in the Prime Lease, the entire premises leased by Sublessor containing an area of approximately 24,785 square feet of rentable area on the first and second floors of the Building (such area being hereinafter referred to as the “Demised Premises”). The Demised Premises have been assigned Suite Numbers 100, 103 and 250, as more particularly described on Exhibit A attached to the Prime Lease.
2. Term. The term of this Sublease shall be coterminous with the term set forth in the Prime Lease.
3. Monthly Base Rent. The monthly base rent which Sublessee hereby agrees to pay to Sublessor, and Sublessor hereby agrees to accept, shall be payable in the amounts and upon the schedule set forth in Section 3.1 of the Prime Lease. Sublessee agrees to make monthly rental payments in accordance with Section 3 of the Prime Lease; provided, however, that rental payments shall be paid to Sublessor unless otherwise agreed to by Sublessor, Sublessee and Lessor.
4. Additional Rent. Sublessee agrees to pay to Sublessor, as additional rent under this Sublease, taxes and operating expenses in accordance with Section 4 of the Prime Lease.
5. Use. Sublessee will use and occupy the Demised Premises solely for the use set forth in Section 1.1 of the Prime Lease. Without the prior written consent of Lessor, the Demised Premises will not be used for any other purposes.
6. Terms of Prime Lease. All of the terms, provisions, covenants and conditions of the Prime Lease are incorporated herein by reference and hereby made a part of, and are superior to, this Sublease, except as herein otherwise expressly provided. As between Sublessor and

Sublessee hereto, Sublessee hereby assumes all of the obligations of the Sublessor, as the Lessee, under the Prime Lease. Sublessee shall obtain and maintain all insurance types and coverages as specified in Section 9.3 of the Prime Lease to be obtained and maintained by Sublessor, as Lessee, in amounts not less than those specified in the Prime Lease. Sublessee acknowledges that it has received a true copy of the Prime Lease, that it has reviewed the Prime Lease, and that it is familiar with the contents thereof. This Sublease shall not release Sublessor from any existing or future duty, obligation or liability to Lessor pursuant to the Prime Lease.

7. Indemnification. Sublessee shall and hereby does indemnify and hold Lessor and Sublessor harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by Lessor or Sublessor by reason of (a) any violation caused, suffered or permitted by Sublessee, its agents, servants, employees or invitees, of any of the terms, covenants or conditions of the Prime Lease and (b) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Demised Premises, except as a result of the acts or omissions of Sublessor, or its agents, employees or invitees.

8. Assignment and Sublease. Sublessee agrees not to assign, mortgage, pledge or otherwise encumber this Sublease, nor to sublet the Demised Premises or any part thereof, without in each instance obtaining the prior written consent of Lessor and Sublessor, which consent of Sublessor shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Sublease under seal as of the day and year first above written.

**SUBLESSOR:**

Development Authority of the City of Dunwoody

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBLESSEE:**

City of Dunwoody

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_