



ATLANTA COMMERCIAL BOARD OF REALTORS[®], INC. COMMERCIAL LEASE AGREEMENT



THIS LEASE is made this _____ day _____, _____ by and among _____ ("Landlord"), _____ ("Tenant"), _____ ("Broker") and _____ ("Co-Broker").

WITNESSETH:

1. PREMISES. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property ("Premises"), to wit: _____ and being known as _____. No easement for light or air is included in the Premises.

2. TERM. The Tenant shall have and hold the Premises for a term of _____ beginning on the _____ day of _____, _____, and ending on the _____ day of _____, _____, at midnight, unless sooner terminated as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord or Broker at the address of Landlord or Broker as stated in this Lease, without demand, deduction or setoff, an annual rental of \$ _____ payable in equal monthly installments of \$ _____ in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay the first full month's rent due hereunder. Rental for any period during the term hereof which is for less than one month shall be a prorated portion of the monthly rental due.

4. LATE CHARGES. If Landlord or Broker fails to receive all or any portion of a rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

5. SECURITY DEPOSIT. Tenant shall deposit with Landlord upon execution of this Lease \$ _____ as a security deposit which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

6. UTILITY BILLS. Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the premises, and Tenant shall pay all charges for garbage collection or other sanitary services.

7. COMMON AREA COSTS; RULES AND REGULATIONS. If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations. The Rules and Regulations attached hereto are made a part of this Lease. Tenant agrees to perform and abide by those Rules and Regulations and such other Rules and Regulations as may be made from time to time by Landlord.

8. USE OF PREMISES. The Premises shall be used for _____ purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

9. ABANDONMENT OF THE PREMISES. Tenant agrees not to abandon or vacate the Premises during the term of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

10. TAX AND INSURANCE ESCALATION. Tenant shall pay upon demand by Landlord as additional rental during the term of this Lease, and any extension or renewal thereof, the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____. In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Tenant shall further pay, upon demand, its pro rata share of the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost for the first year of the Lease term for each subsequent year during the term of this Lease. Tenant's pro rata portion of increased taxes or share of excess cost of fire and extended coverage and liability insurance, as provided herein, shall be payable within fifteen (15) days after receipt of notice from Landlord as to the amount due.

11. INDEMNITY AND WAIVER OF CLAIMS. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, lenders and agents (the "Landlord Related Parties"), Tenant hereby waives all claims against and releases Landlord and Landlord Related Parties from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "Losses"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related

Parties or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the gross negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the common areas of the Building or the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties.

12. INSURANCE. Tenant shall maintain the following insurance ("Tenant's Insurance"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Causes of Loss - Special Form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") [*and any Leasehold Improvements performed by or for the benefit of Tenant*]; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than B+VIII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees), the managing agent for the Building (or any successor), any lender of Landlord and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall endeavor to give Landlord and its designees at least 30 days advance written notice of any cancelation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk or Causes of Loss - Special Form property insurance on the Building at [*not less than eighty percent (80%)*] replacement cost value as reasonably estimated by Landlord.

13. SUBROGATION. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

14. REPAIRS BY LANDLORD. Landlord agrees to keep in good repair the roof, foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

15. REPAIRS BY TENANT. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment

(including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Unless the grounds are common areas of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

16. ALTERATIONS. Tenant shall not make any alterations, additional, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 16 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additional and improvements which Landlord has not required Tenant to remove shall be Landlord's property and shall be surrendered to Landlord upon termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

17. REMOVAL OF FIXTURES. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

18. DESTRUCTION OF OR DAMAGE TO PREMISES. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

19. GOVERNMENTAL ORDERS. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

20. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage

caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. Broker may become a party to the condemnation proceeding for the purpose of enforcing his rights under this paragraph.

21. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The assignee of Tenant, at the option of Landlord, shall become liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

22. EVENTS OF DEFAULT. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an ("Event of Default")) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

(A) Tenant fails to pay the rental as provided for herein; (B) Tenant abandons or vacates the Premises; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (D) Tenant is adjudicated bankrupt; (E) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) Tenant makes an assignment for benefit of creditors; or (H) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

23. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity shall have the option of pursuing any one or more of the following remedies:

(A) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

(B) Landlord may terminate this Lease as provided in paragraph 21(A) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, over (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorneys' fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

(C) Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Premises during the term of this Lease, provided that

the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (C) less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises; or

(D) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Tenant acknowledges that the Premises are to be used for commercial purposes, and Tenant expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44-7-52.

24. EXTERIOR SIGNS. Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

25. LANDLORD'S ENTRY OF PREMISES. Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit the Premises to prospective purchasers or tenants, to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

26. EFFECT OF TERMINATION OF LEASE. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

27. SUBORDINATION. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of

and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any; and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

28. ESTOPPEL CERTIFICATE. At any time and from time to time, Tenant shall execute, acknowledge, and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord, a certificate (in a form to be specified by Landlord) stating: (i) that by such certificate the Lease is ratified; (ii) the commencement date and the date on which Tenant entered into occupancy of the Premises; (iii) the amount of the monthly portion of base rent and additional rent payable hereunder; (iv) that the Lease (and any modifications) represents the entire agreement between the parties as to the Premises and is in full force and effect; (v) the expiration date; (vi) that, as of the date of the certificate, there are no defaults by Landlord or Tenant under the Lease; (vii) the amount of base rent and security deposit which has been deposited with Landlord; (viii) the month and year through which base rent and additional rent have been paid; (ix) that no actions, voluntary or involuntary, are pending against Tenant under the bankruptcy laws of the United States or any State thereof; (x) that the person executing the certificate is duly authorized to execute the same on behalf of Tenant, and that the certificate is and shall be binding on Tenant, its successors and assigns; (xi) that Tenant has not requested any repairs or replacements to the Premises or any other part of the Project that are Landlord's responsibility under the Lease and that have not been completed; and (xii) such other matters relating to the Lease as requested by Landlord. If Tenant fails to deliver such certificate to Landlord within ten (10) days after written request by Landlord, Tenant shall be deemed to have approved the contents of the certificate as submitted to Tenant by Landlord at the time of the written request therefore, and Landlord is hereby authorized to so certify. Tenant hereby expressly acknowledges and agrees that Landlord, any such assignee, mortgagee or other party shall be entitled to rely upon the certificate so certified by Landlord or any certificate delivered by Tenant hereunder.

29. QUIET ENJOYMENT. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

30. NO ESTATE IN LAND. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

31. HOLDING OVER. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the monthly rental which is in effect at the end of this Lease in accordance with Paragraph 3 and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be 150% of the monthly rental which is in effect at the end of this Lease in accordance with Paragraph 3 and there shall be no renewal of this Lease by operation of law.

32. ATTORNEY'S FEES. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of (A) the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself, and (B) Broker if Broker is made a party to litigation because of its being a party to this Lease and when Broker has not engaged in any wrongful conduct itself.

33. RIGHTS CUMULATIVE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

34. WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliances by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

35. AGENCY DISCLOSURE. Pursuant to Regulation 520-1.06 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in the Real Estate Transactions Act ("BRRETA"), O.C.G.A. Section 10-6A-1 et.seq., Landlord and Tenant hereby acknowledge that Broker and Co-Broker, if any, make the following disclosures, checking all that apply:

As to Broker:

- (A) Broker represents the _____ only; or
- (B) Broker represents both the Landlord and Tenant jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement.
- (C) Broker has assigned Broker's affiliated license # _____ to represent solely the Landlord as its designated agent and has assigned Broker's affiliated licensee # _____ to represent solely the Tenant as its designated agent ; or
- (D) Broker represents neither the Landlord nor the Tenant, but rather is acting as a transactional broker pursuant to BRRETA.

As to Co-Broker:

- (A) Co-Broker represents the _____ only; or
- (B) Co-Broker represents both the Landlord and Tenant jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement. Co-Broker has assigned Broker's affiliated license # _____ to represent solely the Landlord as its designated agent and has assigned Broker's affiliated licensee # _____ to represent solely the Tenant as its designated agent ; or
- (C) Co- Broker represents neither the Landlord nor the Tenant, but rather is acting as a transactional broker pursuant to BRRETA.

Neither Broker nor Co-Broker shall over any duty to Landlord or Tenant greater than what is set forth in BRRETA, Official Code of Georgia Annotated Section 10-6A-1 _____.

36. BROKER'S COMMISSION. Tenant represents and warrants to Landlord that except for Broker and Co-Broker (collectively "Brokers"), no broker, agent, commission salesman, or other person has represented Tenant in the

negotiations for and procurement of this Lease and of the Premises and that no commission, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesman, or other person. Tenant agrees to indemnify Landlord against and hold Landlord harmless from any and all claims, suits or judgments (including, without limitation, reasonable attorneys' fees and court costs incurred in connection with any such claims, suits or judgments or in connection with the enforcement of this indemnity) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship with Tenant, except with respect to Brokers.

Tenant and Landlord acknowledge and agree that Brokers have rendered a valuable service by assisting in the creation of the landlord-tenant relationship hereunder. The commission to be paid in conjunction with the creation of the relationship by this Lease has been negotiated between Landlord and Brokers and Landlord hereby agrees to pay Brokers as compensation for Brokers' services in procuring this Lease and creating the aforesaid landlord-tenant relationship pursuant to a separate commission agreement, or as follows:

Brokers' commission shall not apply to any "additional rental" as that term is used in this Lease. Any separate commission agreement is hereby incorporated as a part of this Lease by reference and any third party assuming the rights and obligations of Landlord under this lease shall be obligated to perform all of Landlord's obligations to Brokers under said separate commission agreement. If the Tenant becomes a tenant at will or at sufferance pursuant to Paragraph 31 above, or if the term of this Lease is extended or if this Lease is renewed or if a new lease is entered into between Landlord and Tenant covering either the Premises or any part thereof, or covering any other premises as an expansion of, addition to, or substitution for the Premises, regardless of whether such premises are located adjacent to or in the vicinity of the Premises, Landlord, in consideration of Brokers' having assisted in the creation of the landlord-tenant relationship, agrees to pay Brokers additional commissions as set forth above, it being the intention of the parties that Brokers shall continue to be compensated so long as the parties hereto, their successors and/or assigns continue the relationship of landlord and tenant which initially resulted from the efforts of Brokers, whether relative to the Premises or any expansion thereof, or relative to any other premises leased by Landlord to Tenant from time to time, whether the rental therefore is paid under this Lease or otherwise. Brokers agree that, in the event Landlord sells the Premises, and upon Landlord's furnishing Brokers with an agreement signed by the purchaser assuming Landlord's obligations to Brokers under this Lease, Brokers will release the original Landlord from any further obligations to Brokers hereunder. If the purchaser of the Premises does not agree in writing to assume Landlord's obligations to Brokers under this Lease, Landlord shall remain obligated to pay Brokers the commissions described in this Paragraph 36 even after the expiration of the original term of this Lease if the purchaser (A) extends the term of this Lease; (B) renews this Lease; or (C) enters into a new lease with Tenant covering either the Premises or any part thereof, or covering any other premises as an expansion of, addition to, or substitution for the Premises, regardless of whether such premises are located adjacent to or in the vicinity of the Premises. Voluntary cancelation of this Lease shall not nullify Brokers' right to collect the commission due for the remaining term of this Lease and the provisions contained herein above relative to additional commissions shall survive any cancelation or termination of this Lease. In the event that the Premises are condemned, or sold under threat of and in lieu of condemnation, Landlord shall, on the date of receipt by Landlord of the condemnation award or sale proceeds, pay to Brokers the commission, reduced to its present cash value at the existing legal rate of interest, which would otherwise be due to the end of the term contracted for under Paragraph 2 above.

Limitation of Brokers' Services and Disclaimer - Brokers are a party to this Lease for the purpose of enforcing their rights under this Paragraph. Tenant must look solely to Landlord as regards to all covenants, agreements and warranties herein contained, and Brokers shall never be liable to Tenant in regard to any matter which may arise by virtue of this Lease. It is understood and agreed that the commissions payable to Brokers under this Paragraph are compensation solely for Brokers' services in assisting in the creation of the landlord-tenant relationship hereunder;

accordingly, Brokers are not obligated hereunder on account of payment of such commissions to furnish any management services for the Premises.

37. PURCHASE OF PROPERTY BY TENANT. In the event that Tenant acquires title to the Premises or any part thereof, or any premises as an expansion of, addition to or substitution for the Premises at any time during the term of this Lease, or any renewals thereof, or within six (6) months after the expiration of the term hereof or the extended term hereof, Landlord shall pay Brokers a commission on the sale of the Premises in lieu of any further commission which otherwise would have been due under this Lease. Such commission, as negotiated between the parties, shall be _____ percent (_____ %) of the gross sales price, payable in full at closing as follows, _____ to Broker and _____ to Co-Broker.

38. ENVIRONMENTAL LAWS. Landlord represents to the best of its knowledge and belief, (A) the Premises are in compliance with all applicable environmental laws, and (B) there are not excessive levels (as defined by the Environmental Protection Agency) of radon, toxic waste or hazardous substances on the Premises. Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of his employees, brokers, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws.

39. TIME OF ESSENCE. Time is of the essence of this Lease.

40. DEFINITIONS. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises, "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. "Broker" shall include the undersigned, its successors, assigns, heirs and representatives. "Landlord", "Tenant" and "Broker" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

41. NOTICES. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid or a nationally recognized overnight courier with delivery tracking. Broker shall be copied with all required or permitted notices. Notices to Tenant shall be delivered or sent to the address shown below, except that upon Tenant's taking possession of the Premises, then the Premises shall be Tenant's address for notice purposes. Notices to Landlord and Broker shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord _____

ATTN: _____

Tenant _____

ATTN: _____

Broker _____

ATTN: _____

Co-Broker _____

ATTN: _____

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

42. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in paragraph 7, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

43. ATLANTA COMMERCIAL BOARD OF REALTORS, INC. (“ACBR”) DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. THIS “DISCLAIMER; WAIVER AND RELEASE OF CLAIMS” PROVISION, WITHOUT ANY CHANGES, MODIFICATIONS, DELETIONS OR REVISIONS, MUST BE INCLUDED IN ALL ACBR FORM DOCUMENTS THAT INCLUDE ANY REFERENCE TO ACBR. THE PARTIES HERETO HEREBY ACKNOWLEDGE AND AGREE THAT: (A) *THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT;* (B) FORM DOCUMENTS BY THEIR NATURE ARE DESIGNED TO BE OF GENERAL APPLICATION, AND MAY NOT BE APPLICABLE TO SPECIFIC FACTS AND CIRCUMSTANCES, MAY NOT ADDRESS A GIVEN PARTY’S SPECIFIC CONDITIONS OR REQUIREMENTS AND/OR MAY NOT REFLECT THE RELATIVE BARGAINING OR NEGOTIATIONS OF THE PARTIES, AS SUCH VARIABLES MAY ARISE ON ANY GIVEN TRANSACTION; (C) TO AVOID ANY POSSIBLE MISUNDERSTANDING OR CONFUSION AS TO THE ORIGINAL FORM OF THIS DOCUMENT AND ANY REVISIONS, MODIFICATIONS OR CHANGES TO IT, ANY AND ALL REVISIONS, MODIFICATIONS OR CHANGES TO THE ORIGINAL SHOULD BE MADE READILY APPARENT BY HIGHLIGHTING, UNDERSCORING OR OTHER MEANS TO DISTINGUISH THEM FROM THE ORIGINAL ACBR FORM; (D) ACBR HAS MADE THE ORIGINAL VERSIONS OF THIS DOCUMENT AND OTHER DOCUMENT FORMS AVAILABLE TO ACBR’S MEMBERS AS A SERVICE, BUT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR APPLICABILITY OF THE TERMS AND CONDITIONS OF, OR THE ENFORCEABILITY OF, THIS DOCUMENT OR OTHER DOCUMENT FORMS; (E) THE PERSONS PRESENTING, MODIFYING OR USING THIS FORM MAY OR MAY NOT BE MEMBERS OF ACBR; (F) ACBR DOCUMENT FORMS ARE UPDATED BY ACBR FROM TIME TO TIME, AND ACBR STRONGLY RECOMMENDS TO THE PARTIES THAT THEY USE THE MOST CURRENT, UPDATED VERSIONS OF ANY SUCH DOCUMENT FORMS; AND (G) BY EXECUTING THIS DOCUMENT THE PARTIES HERETO EACH HEREBY WAIVE AND RELEASE ACBR, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS AND/OR CAUSES OF ACTION (WHETHER KNOWN OR UNKNOWN) ARISING OUT OF, PERTAINING TO OR RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF THIS FORM DOCUMENT.

44. SPECIAL STIPULATIONS. Any special stipulations are set forth in the attached Exhibit _____. Insofar as said special stipulations conflict with any of the foregoing provisions, said special stipulations shall control.

_____ **Tenant acknowledges that Tenant has read and understands the terms of this Lease and has received a copy of it.**

-Signatures on Following Page-

Draft

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

LANDLORD: _____

By: _____ (Seal)

Name: _____

Title: _____

Phone: _____

Date: _____

TENANT: _____

By: _____ (Seal)

Name: _____

Title: _____

Phone: _____

Date: _____

BROKER: _____

By: _____ (Seal)

Name: _____

Title: _____

Firm License #: _____

Phone: _____

Date: _____

Agent Name(s): _____

Agent License # (s): _____

CO-BROKER: _____

By: _____ (Seal)

Name: _____

Title: _____

Firm License #: _____

Phone: _____

Date: _____

Agent Name(s): _____

Agent License # (s): _____

Add additional names & License #'s of other agents involved in connection with this transaction.
