

GALLERIA 300

OFFICE LEASE AGREEMENT

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EXHIBIT	“A”	RULES AND REGULATIONS
	“B”	WORK LETTER AGREEMENT
	“C”	ESTOPPEL CERTIFICATE
	“D”	FLOOR PLAN OF PREMISES
	“E”	SPECIAL STIPULATIONS
	“F”	GUARANTY
	“G”	INSURANCE

GALLERIA 300

OFFICE LEASE AGREEMENT

THIS LEASE is made as of the ____ day of _____, 2014, between **F6 300G, LLC**, a Georgia limited liability company (hereinafter called "Landlord") and _____, a _____ (hereinafter called "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those premises (hereinafter called "Premises") shown on Exhibit "D" attached hereto (outlined in red) and made a part thereof, being located in Atlanta Galleria Office Tower No. **300**, a multistory office building (the "Building") constructed on a parcel of land (the "Property") bounded by I-285 on the North, I-75 on the East, U.S. 41 on the West and Akers Mill Road on the South.

Premises: Atlanta Galleria-Office Tower No. **300**
300 Galleria Parkway
Atlanta, Cobb County, Georgia
Square Feet: Approximately _____ Suite Number: _____
Floor(s): _____

1. TERM AND POSSESSION.

(a) The term of the Lease shall be for _____ (____) months (or until sooner terminated as herein provided) (the "Lease Term"), beginning on (i) _____ or (ii) the "Commencement Date" (as hereinafter defined), whichever shall last occur, except that if the Commencement Date is other than the first day of a calendar month, the term hereof shall be extended for the remainder of that calendar month.

(b) The Commencement Date shall be the earlier of (i) the date upon which the Premises have been substantially completed in accordance with the plans and specifications of Landlord (other than any work which cannot be completed on such date provided such incompleteness will not substantially interfere with Tenant's use of the Premises), or (ii) the date on which Tenant takes possession of a portion of or all of the Premises; provided, however, that if Landlord shall be delayed in such substantial completion as a result of: (1) Tenant's failure to agree to plans, specifications, or cost estimates before the date referred to in the Work Letter Agreement attached hereto as Exhibit "B" and made a part hereof; (2) Tenant's request for materials, finishes or installations other than Landlord's standard; (3) Tenant's changes in plans; or (4) the performance or completion by a party employed by Tenant, the Commencement Date and the payment of rent hereunder shall be accelerated by the number of days of such delay.

(c) Landlord agrees to perform the "Building Standard Work" or "Building Nonstandard Work" in the Premises as provided in the Work Letter Agreement with diligence, subject to events and delays due to causes beyond its reasonable control. The Premises shall be deemed substantially completed and possession delivered when Landlord has substantially completed the work to be constructed or installed pursuant to the provisions of the Work Letter Agreement, subject only to the completion of items on Landlord's punch list (and exclusive of the installation of all telephone and other communications facilities and equipment and other finish work to be performed by or for Tenant).

(d) If substantial completion of the Premises or possession thereof by Tenant is delayed because any tenant or other occupant thereof holds over, and Landlord is delayed, using good faith efforts in Landlord's discretion, in acquiring possession of the Premises, Landlord shall not be deemed in default, nor in any way liable to Tenant because of such delay, and Tenant agrees to accept possession of the Premises at such time as Landlord is

able to tender the same, which date shall thenceforth be deemed the Commencement Date notwithstanding any other provision hereof to the contrary.

(e) The taking of possession by Tenant shall be deemed conclusively to establish that the Building, other improvements, and the Premises have been completed in accordance with the plans and specifications and are in good and satisfactory condition as of when possession was so taken.

2. MONTHLY RENTAL.

(a) Tenant shall pay to Landlord throughout the term of this Lease annual rental of _____ Dollars (\$____) payable in equal monthly rental installments of _____ Dollars (\$____), payable in advance on the first day of each month during every year of the term hereby demised in lawful money of the United States, without deduction or offset whatsoever, to Landlord or to such other firm as Landlord may from time to time designate in writing. Until notified otherwise, Tenant shall submit all payments to the following address:

F6 300G, LLC
Post Office Box 936090
Atlanta, Georgia 31193-6090

Or Tenant may use the Automated Clearing House (ACH) method to wire rental payments to:

Account Name: F6 300G, LLC
Bank Name: Wells Fargo
Routing & Transit: 121000248
Account Number: 4988519302

Tenant must notify Landlord of wire using one of the following methods:

Fax: Childress Klein Properties, Attn: Vicki Smith, (770) 859-1253 or
E-mail: Vicki.Smith@childressklein.com.

Wiring instructions are subject to change upon notification of Landlord. Said rental is subject to adjustments as provided hereinbelow. If this Lease commences on a day other than the first day of a calendar month, the monthly rental for the fractional month shall be appropriately prorated.

(b) Landlord shall have no obligation to provide invoices to Tenant for the monthly rental payments due under this Lease, and each such monthly rental payment shall be paid by Tenant when due as set forth herein whether or not Tenant receives an invoice for such payment.

(c) Tenant recognizes that late payment of any rent or other sum due hereunder from Tenant to Landlord will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other payment due hereunder from Tenant to Landlord remains unpaid five (5) days after said amount is due, the amount of such unpaid rent or other payment shall be increased by a late charge to be paid to Landlord by Tenant in an amount equal to five percent (5%) of the amount of the delinquent rent or other payment. The amount of the late charge to be paid to Landlord by Tenant for any month shall be computed on the aggregate amount of delinquent rents and other payments, including all accrued late charges then outstanding, and shall be deemed to be rental for all purposes hereunder. Tenant agrees that such amount is a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. The provisions of this paragraph in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this paragraph in any way affect Landlord's remedies pursuant to Paragraph 18 of this Lease in the event said rent or other payment is unpaid after the date due.

(d) The monthly rental payable hereunder shall be subject to adjustment each calendar year during the term of this Lease, commencing _____ in the following manner:

(i) Tenant shall pay to Landlord as additional rent Tenant's proportionate share of the amount by which the Direct Operating Expenses (as hereinafter defined) incurred by Landlord in the operation of the Building during each calendar year of the Lease Term exceeds the Direct Operating Expenses for the base year ____ (hereinafter called the "Base Year"). Tenant's Proportionate Share of Direct Operating Expenses (as hereinafter defined) shall be prorated on a daily basis using a 365-day calendar year, as necessary for any year during which this Lease is in effect for less than the full twelve month calendar year. Direct Operating Expenses shall be calculated on an accrual basis. For the purpose of estimating the Direct Operating Expenses during each subsequent year after the Base Year, Landlord shall reasonably estimate such expenses (assuming ninety-five percent (95%) occupancy of the Building if the actual occupancy is less than ninety-five percent) based on the actual Direct Operating Expenses for the preceding year, any then-known cost changes or additional expenses which can be reasonably anticipated to occur within the year for which such expenses are estimated, Landlord's experience with similar office buildings, the costs of contracts already entered, quotes obtained, representations of providers of the services and equipment, consultation with specialists such as insurers, and other factors a prudent landlord would use to make a fair and accurate estimate of operating costs. Notwithstanding anything contained in this Lease to the contrary, for purposes of determining Direct Operating Expenses for the Base Year and each calendar year subsequent to the Base Year, in the event actual occupancy of the Building is less than ninety-five percent (95%) during any calendar year, the actual Direct Operating Expenses for such calendar year shall be increased to the amount which Landlord reasonably estimates would have been incurred for such calendar year had the occupancy of the Building been ninety-five percent (95%) throughout such year, and the amount so estimated shall be deemed to be the Direct Operating Expenses for such calendar year.

(ii) "Tenant's Proportionate Share of Direct Operating Expenses" shall mean, for each calendar year (or portion thereof), the product of (i) the Operating Expense Amount (defined below) multiplied by (ii) a fraction, the numerator of which is the number of square feet contained in the Premises (____) and the denominator of which is the number of rentable square feet contained in the Building (433,661). As used herein, the "Operating Expense Amount" shall mean, for each calendar year (or portion thereof), the amount by which the Direct Operating Expenses (defined below) exceeds the Base Year's Direct Operating Expenses.

(iii) For purposes of this Lease, the term "Direct Operating Expenses" shall consist of all "operating costs" (as hereinafter defined) for the Building, and the Building's share of all operating costs for any parking area and common area serving the Building, and the Property (the Building, such parking area, common area and the Property being hereinafter referred to collectively as the "Project"). For purposes of this Lease, the term "operating costs" shall mean all reasonable expenses, costs and disbursements computed on the accrual basis, relating to or incurred or paid in connection with the operation, maintenance and repair of the Project, including, but not limited to the following:

a. Building personnel costs, including, but not limited to, salaries, wages, fringe benefits, social security taxes and other direct and indirect costs of Senior Property Manager, Engineering Manager, Building Managers, Accounting Manager, Construction Manager, Promotions Manager, Security Manager, and each department's supporting personnel and administrative assistants, engineers, construction department, superintendents, watchmen, porters and any other personnel engaged in the operation and maintenance of the Project and associated overhead.

b. The cost of all supplies, tools, equipment and materials used in the operation and maintenance of the Project.

c. The cost of water, sewer, gas, heating, lighting, ventilation, electricity, air conditioning, and any other utilities supplied or paid for by Landlord for the Project and the costs of maintaining the systems supplying the same, including, but not limited to, any utility and service costs incurred by Landlord.

d. The cost of all agreements for maintenance and service of the Project and the equipment therein, including, but not limited to, agreements relating to security service, window cleaning, elevator maintenance, chiller maintenance, Building management, janitorial service, pest control and landscaping maintenance.

e. The cost of maintaining sprinkler systems, fire extinguishers and fire hoses, emergency systems and equipment that may be now or hereafter required by the Americans With Disabilities Act, and the cost of all security services and protective services or devices rendered to or in connection with the Project or any part thereof; any costs incurred in order to comply with any law, statute, ordinance, or governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated; and the costs incurred in order to comply with requirements of any insurer or mortgagee, where such requirements concern safety or structural features of the Building and are commercially reasonable in light of requirements generally imposed in the insurance or real estate lending industries with respect to similar buildings.

f. Insurance premiums for insurance for the Project required to be maintained by Landlord hereunder or which a prudent owner would carry, including, but not limited to, premiums for insurance maintained by Landlord, business interruption or rental abatement insurance, garage keeper's insurance, and liability insurance.

g. The cost of repairs and general maintenance of the Project (excluding repairs, alterations and general maintenance paid by proceeds of insurance or attributable solely to tenants of the Project other than Tenant, but including deductibles paid by Landlord), including, but not limited to: any management fees charged by Landlord; promotional or seasonal expenses; maintenance and cleaning of common areas and facilities; lawn mowing, gardening, landscaping, and irrigation of landscaped areas; line painting, pavement repair and maintenance, sweeping, and sanitary control; removal of snow, trash, rubbish, garbage, and other refuse; the cost of personnel to implement such services, to direct parking, and to patrol the common areas; the cost of exterior and interior painting of common areas; all maintenance and repair costs; and the cost of maintenance of sewers and utility lines.

h. The amortization amount (including interest at a market rate) necessary to amortize the cost of capitalized alterations or improvements, including, but not limited to, the replacement of existing furniture, fixtures, equipment or systems that have become obsolete or do not function efficiently and effectively or as they were originally intended for a first class office building. The amortization period selected by the Landlord shall reflect the useful life of the alteration or improvement.

i. All taxes, assessments, and governmental or other charges, general or special, ordinary or extraordinary, foreseen or unforeseen (including, but not limited to, Community Improvement District assessments), which are levied, assessed, or otherwise imposed against the Project, street lights, personal property or rents, or on the right or privilege of leasing the Project, collecting rents therefrom or parking vehicles thereon, by any federal, state, county, or municipal government or by any special sanitation district or by any other governmental or quasi-governmental entity that has taxing or assessment authority, and any other taxes and assessments, together with any interest and penalties thereon, attributable to the Project or its operation (herein collectively called the "Impositions"), but exclusive of federal, state and local income taxes of Landlord, inheritance taxes, estate taxes, gift taxes, transfer taxes, excess profit taxes and any taxes imposed in lieu of such taxes. If at any time during the Lease Term, the present method of taxation or assessment shall be so changed that the whole or any part of the Impositions now levied, assessed or imposed on real estate and the improvements thereon shall be discontinued and as a substitute therefor, or in lieu of and in addition thereof, taxes, assessments, levies, impositions or charges shall be levied, assessed and/or imposed wholly or partially as a capital levy or otherwise on the rents received from the Project or the rents reserved herein or any part thereof, then such substitute or additional taxes, assessments, levies, impositions or charges, to the extent so levied,

assessed or imposed, shall be deemed to be included within the Impositions and the operating costs. Tenant will be responsible for ad valorem taxes on its personal property and on the value of the leasehold improvements in the Premises to the extent the same exceed building standard allowances (and if the taxing authorities do not separately assess Tenant's leasehold improvements, Landlord may make a reasonable allocation of the ad valorem taxes allocated to the Project to give effect to this sentence).

j. All assessments (if any) assessed against the Project during the Lease Term pursuant to any protective covenants, easement agreements or common area maintenance agreements now or hereafter of record against the Project including, but not limited to, any common area maintenance charges assessed pursuant to that certain Common Area Maintenance Agreement dated July 2, 1985, as said Agreement has been and may be amended from time to time.

k. Fees of accountants, attorneys and other consultants, professionals or advisors incurred by Landlord with respect to operational issues at the Project.

l. Any other costs or expenses incurred by Landlord in the operation of the Project that would be considered an expense of maintaining, operating or repairing the Project, all such costs and expenses being recorded on an accrual basis in accordance with accepted principles of sound management and accounting practices applicable to first class office building complexes and consistently applied.

Direct Operating Expenses shall not include the following items: leasing commissions, finders' fees, brokerage fees, and costs incurred with the negotiation of leases (but not management fees); Rent under any ground leases; Costs of furnishing services to other tenants or occupants to the extent that such services are materially and substantially in excess of services Landlord offers to all tenants at Landlord's expense; Lease takeover costs incurred by Landlord in connection with new leases at the Property; Costs and expenses of the sale of all or any portion of the Property; Costs incurred by Landlord with respect to repairs, goods and services (including utilities sold and supplied to tenants and occupants of the Property) to the extent that Landlord is entitled to reimbursement for such costs from the tenants; Costs incurred by Landlord due to the violation by Landlord of the terms and conditions of any lease of space in the Property; Interest, points and fees on debt or amortization or for any mortgage or mortgages encumbering the Property, or any part thereof, and all principal, escrow deposits and other sums paid on or in respect to any indebtedness (whether or not secured by a mortgage lien) and on any equity participations of any lender or lessor, and all costs incurred in connection with any financing, refinancing or syndication of the Property, or any part thereof; Costs of the original construction of the Property; Income, franchise, transfer, inheritance, capital stock, estate, profit, gift, gross receipts or succession taxes; Costs of repairs or replacements incurred by reason of fire or other casualty or condemnation in excess of the insurance deductible; Costs for performing tenant installations for any individual tenant or for performing work or furnishing services to or for individual tenant at such tenant's expense and any other contribution by Landlord to the cost of tenant improvements to the extent such work is reimbursed or capitalized.

(iv) Nothing contained in this Section shall imply any duty on the part of Landlord to pay any expense or provide any service not otherwise imposed by the express terms of this Lease.

(v) On or about December 31 of each calendar year during the Lease Term, Landlord shall estimate the amount of Direct Operating Expenses and Tenant's Proportionate Share of Direct Operating Expenses for the ensuing calendar year or (if applicable) fractional part thereof and notify Tenant in writing of such estimate. Such estimate shall be made by Landlord in the exercise of its discretion, and shall not be subject to dispute by Tenant. The amount of additional rent specified in such notification shall be paid by Tenant to Landlord in equal monthly installments in advance on the first day of each month of such ensuing calendar year, at the same time and in the same manner as base rent.

(vi) Within One Hundred Eighty (180) days after December 31 of any calendar year during the Lease Term for which additional rent is due under this Section, Landlord shall advise Tenant in writing, of the amount of actual Direct Operating Expenses for such calendar year. If the Direct Operating Expenses for such calendar year prove to be greater than the amount previously estimated, Landlord shall invoice Tenant for the deficiency as soon as practicable after the amount of underpayment has been determined, and Tenant shall pay such deficiency to Landlord within thirty (30) days following its receipt of such invoice. If, however, Direct Operating Expenses for such calendar year are lower than the amount previously estimated, Tenant shall receive a credit (or in the event the term of this Lease has then expired, Tenant shall receive a cash refund) toward the next ensuing monthly payment or payments of the estimated amount of Tenant's Proportionate Share of Direct Operating Expenses in the amount of such overpayment until depleted, but in no event shall Tenant's Proportionate Share of Direct Operating Expenses be deemed to be less than zero.

(e) In addition, Tenant agrees to pay to Landlord an increase in the rental payable under Paragraph 2(a) hereof which shall be calculated as follows:

For each year of the term of this Lease, commencing on the first anniversary of the Commencement Date, the annual rental payable under Paragraph 2(a) shall be increased by multiplying said annual rental payable under Paragraph 2(a) for the prior year by One Hundred _____ percent (10_%), and the product so achieved shall be the rental for the current year. This process and rental increase shall be accomplished for each subsequent year of this Lease and any option, renewal or extension of this Lease. Should the Commencement Date be a day other than the first day of a calendar month, then said annual increases shall commence on the first day of that month immediately following the anniversary of the Commencement Date.

3. SECURITY DEPOSIT.

Tenant hereby deposits with Landlord on the date hereof the sum of _____ and ___/100 Dollars (\$ _____), which sum shall be held by Landlord, without obligation for interest, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease. It is understood and agreed that such deposit is not an advance rental deposit or prepayment of the last month's rent due hereunder, and is not a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any default or event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such funds to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any event of Tenant's default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant or Tenant's last permitted assignee at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Landlord shall not be required to keep any security deposit separate from its general funds. Upon the occurrence of any events of default or default as described in this Lease, said security deposit shall become due and payable to Landlord. Subject to the other terms and conditions contained in this Lease, if the Building is conveyed by Landlord, said deposit may be turned over to Landlord's grantee, and if so, Tenant hereby releases Landlord from any and all liability with respect to said deposit and its application or return.

4. OCCUPANCY AND USE.

(a) Tenant shall use and occupy the Premises for general office purposes and for no other use or purpose without the prior written consent of Landlord.

(b) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, nor use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purposes or for any business, use or purpose deemed to be disreputable or inconsistent with the operation of a first class office building, nor shall

Tenant cause or maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises.

5. COMPLIANCE WITH LAWS.

(a) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything therein which will in any way increase the rate of any insurance upon the Building in which the Premises are situated or any of its contents or cause a cancellation of said insurance or otherwise affect said insurance in any manner, and Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Premises. Notwithstanding anything contained in this paragraph to the contrary, Tenant shall not be responsible for ensuring that the common areas of the Building comply with applicable laws.

(b) Tenant shall not use, handle, store, deal in, discharge, or fabricate any Hazardous Materials (as herein defined) on or about the Premises. Tenant shall indemnify Landlord (and anybody claiming by, through, or under Landlord) from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) incurred by Landlord or anybody claiming by, through, or under Landlord as a result of the existence of any Hazardous Materials on or about the Premises or any environmental problems relating to the Premises which are caused by or related to the delivery, deposit or creation of Hazardous Materials on or about the Premises during the term of this Lease. As used herein, "Hazardous Materials" means any petroleum or chemical liquids or solids, liquid or gaseous products, contaminants, oils, radioactive materials, asbestos, PCB's, urea-formaldehyde, or any toxic or hazardous waste or hazardous substances, as those terms are used in (A) the Resources Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; (B) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; (C) the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; (D) the Toxic Substances and Control Act, 15 U.S.C. §§ 2601 et seq.; (E) the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; (F) any and all applicable environmental laws and regulations of the State of Georgia; and (G) any and all other applicable federal, state or local law or regulation governing hazardous substances or workplace health or safety, as such laws may be amended from time to time.

6. ALTERATIONS.

Tenant shall not make or suffer to be made any alterations, additions, or improvements in, on, or to the Premises or any part thereof without the prior written consent of Landlord, and no such alterations, additions or improvements shall be made without the supervision of Landlord's designated agent or representative. In the event Landlord consents to the making of any such alterations, additions, or improvements by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in accordance with all applicable laws, ordinances, and regulations and all requirements of Landlord's and Tenant's insurance policies. All work shall be performed in accordance with plans and specifications approved by Landlord, and each contractor and subcontractor must first be approved in writing by Landlord, or, at Landlord's option, the alteration, addition or improvement shall be made by Landlord for Tenant's account, and Tenant shall reimburse Landlord for the cost thereof upon demand. Tenant agrees that Landlord shall have the right to charge a fee for any and all construction supervision provided by Landlord's designated agents or representatives in connection with any alterations, additions, or improvements to the Premises by Tenant. Such fee, at Landlord's option, shall be either a fixed fee or a fee calculated on an hourly basis, considering the time expended by Landlord's agents or representatives in supervising Tenant's construction.

7. REPAIR.

By taking possession of the Premises, Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver them and otherwise in good order, condition and repair. Tenant shall, at all times during the term hereof at Tenant's sole cost and expense, keep the Premises and every part thereof in good order, condition and

repair, excepting ordinary wear and tear, damage thereto by fire, earthquake, act of God or the elements. Tenant shall upon the expiration or sooner termination of the term hereof, unless Landlord demands otherwise as in Paragraph 23 hereof provided, surrender to Landlord the Premises and all repairs, changes, alterations, additions and improvements thereto in the same condition as when received, or when first installed, ordinary wear and tear, damage by fire, earthquake, act of God, or the elements excepted. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof except as specified in the Work Letter Agreement, and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically herein set forth.

8. LIENS.

Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the recordation of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered additional rent and shall be payable to Landlord by Tenant on demand and with interest at the rate of four percentage points higher than the prime commercial lending rate from time to time of SunTrust Bank in Atlanta, Georgia, provided, however, that if such rate exceeds the maximum rate permitted by law, the maximum lawful rate shall apply; the interest rate so determined is hereinafter called the "Agreed Interest Rate". Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Building, and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give to Landlord at least five (5) business days prior notice of commencement of any construction on the Premises.

9. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not sell, assign, encumber or otherwise transfer by operation of law or otherwise this Lease or any interest herein, sublet the Premises or any portion thereof, or suffer any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord as provided herein, nor shall Tenant permit any lien to be placed on the Tenant's interest by operation of law. Tenant shall, by written notice, advise Landlord of its desire from and after a stated date (which shall not be less than thirty (30) days nor more than ninety (90) days after the date of Tenant's notice) to sublet the Premises or any portion thereof for any part of the term hereof; and supply Landlord with such information, financial statements, verifications and related materials as Landlord may request or desire to evaluate the written request to sublet; and in such event Landlord shall have the right, to be exercised by giving written notice to Tenant within ten (10) days after receipt of Tenant's notice and all said information, financial statements, verifications and related materials requested by Landlord, to terminate this Lease as to the portion of the Premises described in Tenant's notice and such notice shall, if given, terminate this Lease with respect to the portion of the Premises therein described as of the date stated in Tenant's notice. Said notice by Tenant shall state the name and address of the proposed subtenant, and Tenant shall deliver to Landlord a true and complete copy of the proposed sublease with said notice. If said notice shall specify all of the Premises and Landlord shall give said termination notice with respect thereto, this Lease shall terminate on the date stated in Tenant's notice. If, however, this Lease shall terminate pursuant to the foregoing with respect to less than all the Premises, the rent, as defined and reserved hereinabove and as adjusted pursuant to Paragraph 19(c), shall be adjusted on a pro rata basis to the number of square feet retained by Tenant, and this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving said notice by Tenant with respect to any of the Premises, shall not exercise its right to terminate, Landlord may in its sole discretion withhold or grant its consent to Tenant's subletting the Premises specified in said notice. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation on the part of Landlord with respect to this Lease, and any commissions which may be due and owing as a result of any proposed assignment or subletting, whether or not the Lease is terminated pursuant hereto and rented by Landlord to the proposed subtenant or any other tenant. Tenant agrees to pay to Landlord, promptly after request therefor, (i) the amount of all attorneys' fees and expenses incurred by Landlord in connection with any assignment or subletting issues or review of documentation relating thereto, and

(ii) \$500.00 as an administrative fee for Landlord's time and effort in connection with any assignment or subletting issues.

(b) Any subletting or assignment hereunder by Tenant shall not result in Tenant being released or discharged from any liability under this Lease. As a condition to Landlord's prior written consent as provided for in this paragraph, the assignee or subtenant shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each sublease or assignment and an agreement of said compliance by each sublessee or assignee. Notwithstanding any provision to the contrary contained herein, any subletting or assignment by Tenant hereunder shall result in all rights of first refusal, rights of first offer, rights to expand, and renewal options granted herein being forfeited by Tenant and its assignee or subtenant. Tenant expressly acknowledges that Landlord intends for all of such rights to be personal and exclusive to Tenant, and that such rights are not subject to transfer to any other party.

(c) Landlord's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this Paragraph 9 shall be void.

(d) For purposes of this Section, an assignment of stock or other direct or indirect ownership interest in Tenant which constitutes a controlling interest in Tenant shall be deemed an assignment within the meaning of and be governed by this Section.

(e) Notwithstanding any provision contained herein, Tenant agrees that it shall not sell, assign, encumber or otherwise transfer by operation of law or otherwise this Lease or any interest herein, or sublet the Premises or any portion thereof, to any tenant who currently leases space in the Building.

(f) If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anyone other than Tenant during the Lease Term (with or without Landlord's consent), Landlord shall be entitled to all rents, fees and other considerations paid by such subtenant, assignee or occupant with respect to the Premises, including, but not limited to, all amounts paid in excess of the rental specified in this Lease.

10. INSURANCE AND INDEMNIFICATION.

(a) Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord for any injury or damages to any person or property in or about the Premises by or from any cause whatsoever, without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement, or other portion of the Premises or the Building, or caused by gas, fire, or explosion of the Building or the complex of which it is a part or any part thereof.

(b) Tenant shall hold Landlord harmless from and defend and indemnify Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever: (i) occurring in, on or about the Premises or any part thereof, (ii) occurring in, on, or about any facilities (including, without limitation, elevators, stairways, passageways or hallways), the use of which Tenant may have in conjunction with other tenants of the Building, when such injury or damage shall be caused in part or in whole by the act, neglect, fault of, or omission of any duty with respect to the same by Tenant, its agents, servants, employees, or invitees. Tenant further agrees to indemnify, defend and save harmless Landlord against and from any and all claims in any manner relating to any work or thing whatsoever done by Tenant in or about, or any transactions of Tenant concerning, the Premises, and will further indemnify, defend and save Landlord harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees and licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Furthermore, in case any action or proceeding be brought against Landlord by reason of any claims or liability, Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Lease

with respect to any claims or liability occurring prior to the termination or expiration of this Lease shall expressly survive such termination or expiration of this Lease.

(c) Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease all insurance coverages required by Landlord to be maintained by tenants in the Building, including, but not limited to, the policies of insurance specified on Exhibit "G" attached to this Lease. Tenant's insurance must be in force upon Tenant taking possession of the Premises, or upon the Commencement Date, whichever is earlier, and shall continue throughout the Lease Term.

11. WAIVER OF SUBROGATION.

Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including any other tenants or occupants of the remainder of the Building in which the Premises are located; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to coverage thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. If such other party fails to pay such extra cost, the release provisions of this Paragraph shall be inoperative against such other party to the extent necessary to avoid invalidation of such releasor's insurance.

12. SERVICE AND UTILITIES.

(a) Landlord shall maintain the public and common areas of the Building, including lobbies, stairs, elevators, corridors and restrooms, the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building, and the structure itself, in reasonably good order and condition except for damage occasioned by the act of Tenant, which damage shall be repaired by Landlord at Tenant's expense. In the event Tenant requires or needs to have one or more separate systems of either heating, ventilating, air conditioning or other similar systems over and above that provided by Landlord, the installation, care, expenses and maintenance of each such system shall be borne by and paid for by Tenant.

(b) Provided the Tenant shall not be in default hereunder, and subject to the provisions elsewhere herein contained and to the rules and regulations of the Building, Landlord agrees to furnish to the Premises during ordinary business hours of generally recognized business days, to be determined by Landlord (but exclusive, in any event, of Sundays and legal holidays), heat and air-conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises, replacement of bulbs for building standard fluorescent lights and non-building standard lights, provided Tenant stocks the bulbs for all of Tenant's non-building standard lights, janitorial services during the times and in the manner that such services are, in Landlord's judgment, customarily furnished in comparable office buildings in the immediate market area, and elevator service.

Landlord shall be under no obligation to provide additional or after-hours heating or air-conditioning, but if Landlord elects to provide such services at Tenant's request, Tenant shall pay to Landlord a reasonable charge for such services as determined from time to time by Landlord. Tenant agrees to keep and cause to be kept closed all window coverings, if any, when necessary because of the sun's position, and Tenant also agrees at all times to cooperate fully with Landlord and to abide by all the regulations and requirements which Landlord may prescribe for the proper functioning and protection of said heating, ventilating, and air-conditioning system and to comply with all laws, ordinances and regulations respecting the conservation of energy. Wherever heat-generating machines, excess lighting or equipment are used in the Premises which affect the temperature otherwise maintained by the air-conditioning system, Landlord reserves the right to install supplementary air conditioning units in the Premises, and

the cost thereof, including the cost of electricity and/or water therefor, shall be paid by Tenant to Landlord upon demand by Landlord. Landlord agrees to furnish to the Premises electricity for general office purposes and water for lavatory and drinking purposes, subject to the provisions of subparagraph 12(c) below. Landlord shall in no event be liable for any interruption or failure of utility services on the Premises, but Landlord will exercise due diligence to furnish uninterrupted service.

(c) Tenant will not without the written consent of Landlord use any apparatus or device in the Premises, including without limitation, electronic data processing machines, computers, and machines using excess lighting or current which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; nor connect with electric current, except through existing electrical outlets in the Premises, or water pipes, any apparatus or device for the purposes of using electrical current or water. If Tenant in Landlord's judgment shall require water or electric current or any other resource in excess of that usually furnished or supplied for use of the Premises as general office space (it being understood that such an excess may result from the number of fixtures, apparatus and devices in use, the nature of such fixtures, apparatus and devices, the hours of use, or any combination of such factors), Tenant shall first procure the consent of Landlord, which Landlord may refuse, to the use thereof, and Landlord may cause a special meter to be installed in the Premises so as to measure the amount of water, electric current or other resource consumed for any such other use. The cost of any such meters and of installation, maintenance, and repair thereof shall be paid for by Tenant, and Tenant agrees to pay Landlord promptly upon demand by Landlord for all such water, electric current or other resource consumed, as shown by said meters, at the rates charged by the local public utility furnishing the same, plus any additional expense incurred in keeping account of the water, electric current or other resource so consumed. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the rental herein reserved be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing utilities and services, (ii) failure to furnish or delay in furnishing any such utilities or services when such failure or delay is caused by acts of God or the elements, labor disturbances of any character, any other accidents, acts of terrorism, or other conditions beyond the reasonable control of Landlord, or by the making of repairs or improvements to the Premises or to the Building, (iii) the limitation, curtailment, rationing or restriction on use of water or electricity, gas or any other form of energy or any other service utility whatsoever serving the Premises or the Building. Furthermore, Landlord shall be entitled to cooperate voluntarily in a reasonable manner with the efforts of national, state or local governmental agencies or utilities suppliers in reducing energy or other resources consumption.

(d) Any sums payable under this Paragraph 12 shall be considered additional rent and may be added to any installment of rent thereafter becoming due, and Landlord shall have the same remedies for a default in payment of such sums as for a default in the payment of rent.

(e) Tenant shall not provide any janitorial services without Landlord's written consent and then only subject to supervision of Landlord and by a janitorial contractor or employees at all times satisfactory to Landlord. Any such services provided by Tenant shall be at Tenant's sole risk and responsibility.

(f) It shall be Tenant's responsibility and expense to install, move, maintain, adjust, and repair its property and fixtures, including, but not limited to, its: signage, pictures, bulletin boards, plaques, furniture, filing cabinets, computer cables, computer equipment, business machines, draperies, blinds, kitchen appliances, special water heaters, kitchen cabinets, private restroom fixtures, special air conditioning or power conditioning equipment, locks for furniture and filing cabinets, paging systems, modular furniture components (including task lighting, flat wiring, and power distribution cables), combination locks, specialty electrical devices, exhaust fans, fire extinguishers, carpet squares, and/or other furniture, fixtures, or equipment installed by Tenant, or which were supplied, specified, or requested by Tenant and installed by Landlord.

13. ESTOPPEL CERTIFICATE.

Within seven (7) days following the Commencement Date or any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a certificate substantially in the form attached hereto as Exhibit "C" and made a part hereof, indicating thereon any exceptions thereto which may exist at that time. Failure of Tenant to execute and deliver such certificate shall at Landlord's option constitute a default hereunder or

constitute an acceptance of the Premises and acknowledgment by Tenant that the statements included in Exhibit "C" are true and correct without exception. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by Landlord or by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein or anyone to whom Landlord may provide said certificate. Landlord and Tenant agree that if any certificate submitted to Tenant pursuant to this provision (or any other document contemplated to be submitted to Tenant under this Lease, including, but not limited to, a subordination, non-disturbance and attornment agreement) is not executed and returned to Landlord within seven (7) days from the date of Landlord's written request for such certificate or other document, then, in such event, Tenant shall be charged twenty-five dollars (\$25.00) per day for each day thereafter that the certificate or other document is not returned to Landlord. Tenant agrees that such charge is a reasonable estimate of the loss and expense to be suffered by Landlord as a result of Tenant's failure to return the certificate or other document, and is not a penalty; the actual cost to Landlord being extremely difficult and economically impractical to ascertain.

14. HOLDING OVER.

Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (i) renewal of this Lease for one year, and from year to year thereafter, (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy of sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental (or daily rental under (iii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to double the rental being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (iii) on the basis of a 365 day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of reentry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

15. SUBORDINATION.

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Building, the land upon which the Building or any common areas are situated, and (b) the lien or interest of any mortgage or deed to secure debt which may now exist or hereafter be executed in any amount for which said Building, land, ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens or interests of mortgages or deeds to secure debt to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any mortgage or deed to secure debt is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. Tenant agrees to execute such non-disturbance and attornment agreements as the holder of any mortgage or deed to secure debt on the Building may reasonably require. Tenant covenants and agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Lease with respect to any such ground leases or underlying leases or the lien of any such mortgage or deed to secure debt. Tenant hereby irrevocably appoints Landlord as attorney-in-fact of Tenant to execute, deliver and record any such documents in the name and on behalf of Tenant.

16. RE-ENTRY BY LANDLORD.

Landlord reserves and shall at all times have the right to re-enter the Premises to inspect the same, to supply janitor service and any other service to be provided by Landlord to Tenant hereunder, to show said Premises to prospective

purchasers, mortgagees or tenants, to post notices of nonresponsibility, and to alter, improve, or repair the Premises and any portion of the Building of which the Premises are a part or to which access is conveniently made through the Premises, without abatement of rent, and may for that purpose erect, use, and maintain scaffolding, pipes, conduits, and other necessary structures in and through the Premises where reasonably required by the character of the work to be performed, provided that entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open said doors in an emergency, in order to obtain entry to any portion of the Premises, and any entry to the Premises, or portions thereof obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portions thereof. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of entrances or passage ways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building and to change the name, number or designation by which the Building is commonly known.

17. INSOLVENCY OR BANKRUPTCY.

The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment of Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act, shall at Landlord's option constitute a breach of this Lease by Tenant. Upon the happening of any such event or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

18. DEFAULT AND REMEDIES.

The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the rent herein reserved, any other amount treated as additional rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional rent hereunder, and such failure shall continue for a period of five (5) days from the date such payment was due; or

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within (i) twelve (12) hours after written notice to Tenant if the failure involves a condition hazardous or dangerous to life or property or (ii) twenty (20) days after written notice to Tenant in the case of any other failure; or

(c) Tenant shall abandon or vacate any substantial portion of the Premises; or

(d) Tenant shall create or allow to be created in or about the demised Premises any condition or circumstance constituting a hazard to people or property, a nuisance, a trespass, or other condition offensive to Landlord or others, whether or not such condition or circumstance rises to the level of a civil or criminal law violation or action; or

(e) Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only;

(f) If, in spite of the provisions hereof, the interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for ten (10) days after written notice thereof to Tenant; or

(g) Tenant shall assign, sublet or transfer its interest hereunder in violation of this Agreement.

Upon the occurrence of any such events of default described in this paragraph or elsewhere in this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(aa) Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

(bb) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Premises and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom; Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(cc) Upon termination of this Lease, whether by lapse of time, by or in connection with a dispossessory proceeding or otherwise, Landlord shall be entitled to recover as Landlord's actual accrued damages, all rent, including any amount treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus, as Landlord's liquidated damages for the balance of the stated term hereof and not as a forfeiture or penalty, the sum of: (i) an amount equal to the then present value of the rent, including any amounts treated as additional rent hereunder, and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Premises for such residue (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described in subparagraph (dd)(ii) relating to recovery of the Premises, preparation for reletting and for reletting itself), and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant.

(dd) (i) Upon termination of the Lease or Tenant's right to possession of the demised Premises, regardless of whether such termination occurs as a result of a dispossessory proceeding, distraint proceeding, exercise of right of termination, re-entry, lease expiration or otherwise, Tenant shall remain liable for payment of all rent thereafter accruing and for performance of all obligations thereafter performable under this Lease. Landlord may, at Landlord's option, enter the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (bb) above, without such entry and possession releasing Tenant from any obligation, including Tenant's obligation to pay rent, including any amounts treated as additional rent, hereunder for the full term of the Lease.

(ii) Landlord may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Landlord in its sole discretion shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character and use made of the Premises) and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses for reletting, including, without limitation, any broker's commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent,

including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorneys' fees and broker's commissions), Tenant shall pay to Landlord, as Landlord's liquidated damages and not as a forfeiture or penalty, the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums falling due under this section from time to time.

(ee) Landlord may, at Landlord's option, enter into and upon the Premises, with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder, and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom, and Tenant agrees to reimburse Landlord, on demand, as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.

(ff) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or available in equity (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay reasonable attorneys' fees so incurred.

Without limiting the foregoing, to the extent permitted by law, Tenant hereby: (i) appoints and designates the Premises as a proper place for service of process upon Tenant, and agrees that service of process upon any person apparently employed by Tenant upon the Premises or leaving process in a conspicuous place within the Premises shall constitute personal service of such process upon Tenant (provided, however, Landlord does not hereby waive the right to serve Tenant with process by any other lawful means); (ii) expressly waives any right to trial by jury; and (iii) expressly waives the service of any notice under any existing or future law of the State of Georgia applicable to landlords and tenants.

19. DAMAGE BY FIRE, ETC.

(a) If the Building, improvements, or Premises are rendered partially or wholly untenable by fire or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within ninety (90) days of such damage, then Landlord may, at its sole option, terminate this Lease as of the date of such fire or casualty. Landlord shall exercise its option provided herein by written notice to Tenant within sixty (60) days of

such fire or other casualty. For purposes hereof, the Building, improvements, or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was then being used.

(b) If this Lease is not terminated pursuant to Paragraph 19(a), then to the extent of available insurance proceeds, Landlord shall proceed with all due diligence to repair and restore the Building, improvements or Premises, as the case may be (except that Landlord may elect not to rebuild if such damage occurs during the last year of the term of this Lease exclusive of any option which is unexercised at the date of such damage).

(c) If this Lease shall be terminated pursuant to this Paragraph 19, the term of this Lease shall end on the date of such damage as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease shall not be terminated by Landlord pursuant to this Paragraph 19 and if the Premises is untenable in whole or in part following such damage, the rent payable during the period in which the Premises is untenable shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances. In the event that Landlord shall fail to complete such repairs and material restoration within one hundred fifty (150) days after the date of such damage, 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, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

In no event shall Landlord be required to rebuild, repair or replace any part of the partitions, fixtures, additions or other improvements which may have been placed in or about the Premises by Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control except that Landlord's insurance may be subject to control by (i) the holder or holders of any indebtedness secured by a mortgage or deed to secure debt covering any interest of Landlord in the Premises, the Building, or the Property, and/or (ii) the ground lessor of any portion of the Property.

(d) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed to secure debt covering the Premises, Building or Property, or the ground lessor of the Property, requires that any insurance proceeds be paid to it, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such person, whereupon the Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the term.

(e) In the event of any damage or destruction to the Building or the Premises by any peril covered by the provisions of this Paragraph 19, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant or its licensees from such portion or all of the Building or the Premises as Landlord shall request and Tenant hereby indemnifies, defends and holds Landlord harmless from any loss, liability, costs, and expenses, including attorneys' fees, arising out of any claim of damage or injury as a result of such removal and any alleged failure to properly secure the Premises prior to such removal.

20. CONDEMNATION.

(a) If any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the term hereof. As used herein, "substantial part" shall mean more than twenty percent (20%).

(b) If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in the subparagraph above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all circumstances.

(c) Tenant shall not share in any condemnation award or payment in lieu thereof or in any award for damages resulting from any grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant; provided, however, that Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for Tenant's removal and relocation costs and for Tenant's loss of business and/or business interruption.

(d) Notwithstanding anything to the contrary contained in this paragraph, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the term of this Lease, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all rent payable hereunder by Tenant during the term of this Lease; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the term of this Lease, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use and occupancy of the Premises after the end of the term of this Lease.

21. SALE BY LANDLORD.

In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Tenant agrees to attorn to the purchaser or assignee in any such sale.

22. RIGHT OF LANDLORD TO PERFORM.

All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to perform any acts, covenants or agreements to be performed by Tenant under any of the terms of this Lease or to pay any sum of money, other than rent, required to be paid by it hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act, covenant or agreement on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord or costs related to Landlord's performance of such acts, covenants or agreements and all necessary incidental costs, together with interest thereon at the Agreed Interest Rate as defined in Paragraph 8 hereof from the date of such payment by Landlord, shall be payable as additional rent to Landlord on demand, and Tenant covenants to pay any such sums, and Landlord shall have, in addition to any other right or remedy of the Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the rent.

23. SURRENDER OF PREMISES.

(a) Tenant shall, at least one hundred eighty (180) days before the last day of the term hereof, give to Landlord a written notice of intention to surrender the Premises on that date, but nothing contained herein or in the failure of Tenant to give such notice shall be construed as an extension of the term hereof or as consent of Landlord to any holding over by Tenant.

(b) At the end of the Lease Term, Tenant agrees to peaceably deliver up to the Landlord possession of the Premises, in the same condition as received on the Commencement Date, ordinary wear and tear, damage by fire, earthquake, and other acts of God excepted. Upon request by Landlord, unless otherwise agreed to in writing by

Landlord, Tenant shall remove, at Tenant's sole cost, any or all permanent improvements or additions to the Premises installed by or at the expense of Tenant and all movable furniture, equipment and computer and telephone cabling belonging to Tenant which may be left by Tenant and repair any damage resulting from such removal. Any property not so removed shall be deemed abandoned by the Tenant, and title to the same shall thereupon pass to Landlord. Landlord shall have the right to remove and dispose of such abandoned property, and the costs associated therewith shall be promptly reimbursed by Tenant.

(c) The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

24. WAIVER.

If either Landlord or Tenant waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. Furthermore, the acceptance of rent by Landlord shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such rent. Failure by Landlord to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord.

25. NOTICES.

(a) Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person, by reputable courier service or sent by United States Mail, registered, postage prepaid, to the addresses set forth below:

If to Landlord: F6 300G, LLC
c/o CK Galleria 300 Associates, LLC
300 Galleria Parkway, SE
Suite 200
Atlanta, Georgia 30339
Attn: Katie Covington

with a copy to: c/o The Brookdale Group, LLC
3455 Peachtree Road, NE
Suite 700
Atlanta Georgia 30326
Attention: Fred Henritze
President and Chief Operating Officer

with a copy to: c/o The Brookdale Group, LLC
3455 Peachtree Road, NE
Suite 700
Atlanta Georgia 30326
Attention: David Hendrickson
Senior Vice President

with a copy to: c/o The Brookdale Group, LLC
3455 Peachtree Road, NE
Suite 700
Atlanta, Georgia 30326
Attention: Robert Turner
Senior Vice President

with a copy to: c/o The Brookdale Group, LLC
3455 Peachtree Road, NE
Suite 700
Atlanta, Georgia 30326
Attention: Patrick Walsh
Senior Vice President - Operations

with a copy to: Sheley, Hall & Williams, P.C.
303 Peachtree Street, N.E.
Suite 4440
Atlanta, Georgia 30308
Attention: Laura C. Hall, Esq.

If to Tenant: _____

(b) Any notice, demand or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand-delivered in person or (ii) on the third day after the mailing of such notices, demands or requests in accordance with the preceding portion of this paragraph.

(c) Either Landlord or Tenant shall have the right from time to time to designate by written notice to the other party such other places in the United States as Landlord or Tenant may desire written notice to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two copies of any such notice, demand or request required or permitted hereunder.

(d) Notwithstanding the foregoing, all rental payments under this Lease shall be sent to the address specified in paragraph 2(a) above.

26. CERTAIN RIGHTS RESERVED TO THE LANDLORD.

Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

- (a) To change the name of the Building;
- (b) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, coffee cart service and toilet supplies, lamps and bulbs used in the Premises;
- (c) To retain at all times pass keys to the Premises;
- (d) To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;
- (e) To close the Building after regular work hours and on legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building register and provide sufficient forms of identification to a watchman and that said persons establish their right to enter or leave the Building; and
- (f) To take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or the Building, and identification and admittance procedures for access to the

Building as may be necessary or desirable for the safety, protection, preservation or security of the Premises or the Building or Landlord's interest, or as may be necessary or desirable in the operation of the Building.

Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of rent or affecting any of Tenant's obligations hereunder.

27. ABANDONMENT.

Tenant shall not vacate or abandon the Premises at any time during the term, and if Tenant shall abandon, vacate, or surrender said Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed to be abandoned and title thereto shall thereupon pass to Landlord.

28. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Paragraph 9 hereof, the terms, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

29. ATTORNEYS' 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 reasonable attorneys' fees to be fixed by the Court in such action or proceeding.

30. CORPORATE AUTHORITY.

If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in Georgia, that the corporation has full right and authority to enter into this Lease, and that each and both of the persons signing on behalf of the corporation were authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties. If Tenant signs as any other legal entity, Tenant shall provide Landlord with reasonable evidence of authority.

31. MORTGAGE APPROVALS.

Any provisions of this Lease requiring the approval or consent of Landlord shall not be deemed to have been unreasonably withheld if any mortgagee (which shall include the holder of any deed to secure debt) of the Premises, Building or Property or any portion thereof shall refuse or withhold its approval or consent thereto. Any requirement of Landlord pursuant to this Lease which is imposed pursuant to the direction of any such mortgagee shall be deemed to have been reasonably imposed by Landlord if made in good faith.

32. MISCELLANEOUS.

(a) The paragraph headings herein are for convenience of reference and shall in no way define, increase, limit, or describe the scope or intent of any provision of this Lease. The term "Landlord" as used in this Lease shall include the Landlord, its successors and assigns. In any case where this Lease is signed by more than one person, the obligations hereunder shall be joint and several. The term "Tenant" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and each of their respective successors, executors, administrators, and permitted assigns, according to the context hereof.

(b) Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the State of Georgia. This Lease, together with its exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument by the parties hereto.

(c) If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

(d) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term at this Lease shall survive the expiration or earlier termination of the term hereof.

(e) If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Lease that in lieu of each such clause, phrase, provision or portion of this Lease that is invalid or unenforceable, there be added as a part of this Lease a clause, phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

(f) Whenever a period of time is herein prescribed for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord.

(g) Notwithstanding any other provisions of this Lease to the contrary, if the Commencement Date hereof shall not have occurred before the twentieth (20th) anniversary of the date hereof, this Lease shall be null and void and neither party shall have any liability or obligation to the other hereunder. The purpose and intent of this provision is to avoid the application of the rule against perpetuities to this Lease.

33. LANDLORD'S LIEN.

In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Paragraph 33 at public or private sale upon providing the notice called for by the Uniform Commercial Code or if none is so supplied five (5) days notice to Tenant. Tenant hereby agrees that this Lease shall constitute a security agreement and further agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

34. QUIET ENJOYMENT.

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. In the event this Lease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior leases. Landlord shall not be liable for any interference, nuisance or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference, nuisance or disturbance.

35. LANDLORD'S LIABILITY.

ANY PROVISIONS OF THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT HEREBY AGREES THAT NO PERSONAL, PARTNERSHIP OR CORPORATE LIABILITY OF ANY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ANY JUDGMENT) WHATSOEVER NOW ATTACHES OR AT ANY TIME HEREAFTER UNDER ANY CONDITION SHALL ATTACH TO LANDLORD OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS AND SHAREHOLDERS OR ANY MORTGAGEE FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THIS LEASE OR FOR THE PERFORMANCE OF ANY OBLIGATION UNDER THIS LEASE. THE EXCLUSIVE REMEDIES OF TENANT FOR THE FAILURE OF LANDLORD TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS LEASE SHALL BE TO PROCEED AGAINST THE INTEREST OF LANDLORD IN AND TO THE PROJECT. THE PROVISION CONTAINED IN THE FOREGOING SENTENCE IS NOT INTENDED TO, AND SHALL NOT, LIMIT ANY RIGHT THAT TENANT MIGHT OTHERWISE HAVE TO OBTAIN INJUNCTIVE RELIEF AGAINST LANDLORD OR LANDLORD'S SUCCESSORS IN INTEREST OR ANY SUIT OR ACTION IN CONNECTION WITH ENFORCEMENT OR COLLECTION OF AMOUNTS WHICH MAY BECOME OWING OR PAYABLE UNDER OR ON ACCOUNT OF INSURANCE MAINTAINED BY LANDLORD. IN NO EVENT SHALL LANDLORD BE LIABLE TO THE TENANT, OR ANY INTEREST OF LANDLORD IN THE PROJECT BE SUBJECT TO EXECUTION BY TENANT, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

36. RIGHT TO RELOCATE.

Landlord reserves the right to relocate Tenant during the term of this Lease or any renewal hereof, to similar quality office space within the Building. If Landlord exercises this right to relocate Tenant, then any and all costs incident to said relocation shall be the responsibility of the Landlord; said costs to be determined prior to the relocation of Tenant.

37. NO ESTATE.

This contract shall create the relationship of Landlord and Tenant, and no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale and not assignable by Tenant, except as provided for herein and in compliance herewith.

38. LEASE EFFECTIVE DATE.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

39. RULES AND REGULATIONS.

(a) Tenant shall faithfully observe and comply with the rules and regulations printed on or annexed to this Lease as Exhibit "A" which is attached hereto and made a part hereof and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord. Landlord shall supply Tenant with any changes or amendments to said rules. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Building of any of said rules and regulations. Tenant shall faithfully observe and comply with the rules and regulations put into effect from time to time by the owners of other buildings and property within the Atlanta Galleria complex. Tenant will be responsible for causing its employees, customers, subtenants, licensees, invitees, agents, concessionaires and contractors to comply with all such rules and regulations.

(b) Tenant acknowledges and agrees that Landlord may insist upon compliance with and enforce the rules and regulations as well as any laws, statutes, ordinances or governmental rules or regulations as mentioned in Paragraph 5 above, and may, pursuant to the Georgia Criminal Trespass Statute (Official Code of Georgia Annotated, Section 16-7-21), prohibit any person including any of Tenant's employees, agents, customers, licensees,

guests, invitees, concessionaires, or contractors from entering or remaining upon all or any portion of the Building, including the Premises, or any other building or property within the Atlanta Galleria complex, including the hotel, office towers, parks, gardens, roadways, parking lots, parking decks, performance stages, and all other buildings, land or property, if Landlord determines in its sole discretion that said person has not complied with any law, ordinance, rule or regulation or poses a threat to the safety, welfare or health of any person or to the maintenance or orderliness of the administration of the Building. Tenant further agrees that it shall not interfere with or object to Landlord's enforcement of any such laws, ordinances, rules and regulations including Official Code of Georgia Annotated, Section 16-77-21 or any similar statute.

40. SPECIAL STIPULATIONS.

Special Stipulations to this Lease are set forth on Exhibit "E" attached hereto and made a part hereof. In the event of any conflict between any provision set forth in Exhibit "E" and any provision contained elsewhere in this Lease, the former in all events shall supersede, prevail and control.

41. GUARANTY.

The guarantee of this Lease ("Guaranty") is set forth as Exhibit "F" attached hereto and made a part hereof.

42. CONDITION.

Tenant acknowledges that the Premises may be subject to a prior right of first refusal in favor of an existing tenant in the Building and that the effectiveness of this Lease is expressly conditioned upon Landlord's receiving, within ten (10) business days from the date of this Lease, evidence satisfactory to Landlord that any such right of first refusal has been waived. In the event Landlord has not received such evidence within ten (10) business days from the date of this Lease, Landlord shall have the right to notify Tenant that this condition has not been satisfied, and upon such notice, all obligations of the parties hereunder shall terminate and this Lease shall have no further force or effect.

43. BROKERAGE COMMISSIONS.

Tenant represents that Tenant has not engaged or worked with any real estate brokers or agents other than _____ ("Broker") in connection with this Lease for the Premises. Tenant shall indemnify and hold harmless Landlord and Landlord's agents from and against any and all claims for commissions or other compensation, and any liabilities, damages and costs relating thereto, that may be asserted by any person or entity other than Broker to the extent that Tenant has engaged such person or such claim results from any action of Tenant.

44. EXCULPATION.

IN CONSIDERATION FOR ENTERING INTO THIS LEASE, TENANT HEREBY WAIVES ANY RIGHTS TO BRING A CAUSE OF ACTION AGAINST THE INDIVIDUALS EXECUTING THIS LEASE ON BEHALF OF LANDLORD (EXCEPT FOR ANY CAUSE OF ACTION BASED UPON LACK OF AUTHORITY OR FRAUD), AND ALL PERSONS DEALING WITH LANDLORD MUST LOOK SOLELY TO LANDLORD'S ASSETS FOR THE ENFORCEMENT OF ANY CLAIM AGAINST LANDLORD. NOTHING CONTAINED IN THIS PARAGRAPH 44 SHALL BE DEEMED TO LIMIT THE PROVISIONS OF PARAGRAPH 35 ABOVE.

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

LANDLORD:

F6 300G, LLC, a Georgia limited liability company

By: Brookdale Six REIT, Inc., a Maryland corporation, its
sole member

By: _____

Print Name: _____

Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

TENANT:

_____, a _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

RULES AND REGULATIONS

1. Sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenants or used by them for any purpose other than for ingress and egress from their respective Premises. The halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of such Tenant's business unless such persons are engaged in illegal activities. No Tenant, and no employees or invitees of any Tenant, shall go upon the roof of the Building, except as authorized by Landlord.

2. No sign, placard, picture, name, advertisement, notice or other such item visible from the exterior of Premises shall be inscribed, painted, illuminated, affixed, installed or otherwise displayed by any Tenant either on its Premises or any part of the Building without the prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, name, advertisement, notice or other such item without notice to and at the expense of Tenant.

If Landlord shall have given such consent to any Tenant at any time, whether before or after the execution of the Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of such Lease, and shall be deemed to relate only to the particular sign, placard, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, picture, name, advertisement or notice.

All approved signs or lettering on doors and walls shall be printed, painted, affixed and inscribed at the expense of the Tenant by a person approved by Landlord.

3. The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of Tenants only and Landlord reserves the right to exclude any other names therefrom, including the names of any subtenants of Tenant.
4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on any Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which might appear unsightly from outside Tenant's Premises.
5. Landlord reserves the right to exclude from the Building between the hours of 6 pm and 8 am on Monday through Friday and at all hours on Saturdays, Sundays, and holidays all persons who are not Tenants or their accompanied guests in the Building. Each Tenant shall be responsible for all persons for whom it allows to enter the Building and shall be liable to Landlord for all acts of such persons.

Landlord shall in no case be liable for damages for error with regard to the admission to or exclusion from the Building of any person.

During the continuance of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building by closing and/or locking the doors, or otherwise, for the safety of Tenants and protection of the Building and property in the Building.

6. No Tenant shall employ any person or persons for the purpose of cleaning Premises unless otherwise agreed to by Landlord in writing. Except with the written consent of Landlord no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning same. No Tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness of the Premises. Landlord shall in no way be responsible to any tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of any Tenant by the janitor or any other employee or any other person.
7. No Tenant shall obtain or maintain for use upon its Premises or the Building coin-operated or other vending machines or accept barbering or bootblacking or carwashing services in its Premises or in the Building, or on the Property, except from persons authorized by Landlord.
8. Each Tenant shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets, water apparatus, coffee makers and any other electrical appliances or equipment are entirely shut off before the Tenant or its employees leave such Premises, and that all utilities shall likewise be carefully shut off so as to prevent waste or damage, and for any default or carelessness the Tenant shall make good all injuries sustained by other Tenants or occupants of the Building of Landlord. On multiple tenancy floors, all Tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.
9. As more specifically provided in the Tenant's Lease of the Premises, Tenant shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls.
10. No Tenant shall alter any lock or access device or install a new or additional lock or access device or any bolt on any door of its Premises without the prior written consent of Landlord.
11. No Tenant shall make or have made additional copies of any keys or access devices provided by Landlord. Each Tenant, upon the termination of the Tenancy, shall deliver to Landlord all the keys or access devices for the Building, offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have had made. In the event of the loss of any keys or access devices so furnished by Landlord, Tenant shall pay Landlord therefor.
12. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to, coffee grounds shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant, who, or whose employees or invitees, shall have caused it.
13. No Tenant shall use or keep in its Premises or the Building any kerosene, gasoline or flammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating or air-conditioning other than that supplied by Landlord. In the event flammable or combustible fluids or materials are permitted by Landlord in the Premises, these materials must be maintained and secured so as to comply with all laws, rules and regulations governing such materials, including but not limited to, all fire codes.
14. No Tenant shall use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance or permit or suffer such Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought or kept in or about any Premises of the Building.
15. Except for the use by Tenant of a microwave oven, no cooking shall be done or permitted by any Tenant on its Premises without the consent of Landlord (except that use by the Tenant of Underwriters' Laboratory approved microwaves and/or equipment for the preparation of coffee, tea, hot chocolate and similar

beverages for Tenants and their employees shall be permitted, provided that such equipment and use is in accordance with applicable federal, state and city laws, codes, ordinances, rules and regulations) nor shall Premises be used for lodging.

16. Except with the prior written consent of Landlord, no Tenant shall sell, permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on any Premises, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from any Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any Tenant be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises of any Tenant be used for any improper, immoral or objectionable purpose, or any business activity other than that specifically provided for in such Tenant's lease.
17. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation.
18. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes or other office equipment affixed to all Premises shall be subject to the written approval of Landlord.
19. No Tenant shall install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
20. No Tenant shall lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the Tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
21. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Building or carried up or down the elevators except between such hours and in such elevators as shall be designated by Landlord. In the event Landlord permits use of the Building's loading dock and/or elevators after normal Building hours, then Landlord shall have the right to impose reasonable charges on Tenant for such use. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture, files, bookcases or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to properly distribute the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of Tenant.

Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord.

22. No Tenant shall place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. No Tenant shall mark, or drive nails, screws or drill into, the partitions, woodwork or plaster or in any way deface such Premises or any part thereof.
23. There shall not be used in any space, or in the public areas of the Building, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material-handling

equipment as Landlord may approve. No other vehicles of any kind shall be brought by any Tenant into or kept in or about the Premises.

24. Each Tenant shall store all its trash and garbage within the interior of its Premises. No materials shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in this area without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord may designate.
25. Canvassing, soliciting, distributing of handbills or any other written material, and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same. No Tenant shall make room-to-room solicitation of business from other tenants in the Building.
26. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of alcohol or drugs or who is in violation of any of the rules and regulations of the Building.
27. Without the prior written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
28. Tenant shall comply with all energy conservation, safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
29. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
30. The requirements of Tenants will be attended to only upon application at the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless given special instructions from Landlord, and no employees will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.
31. 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 Tenants of the Building.
32. 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 and security, for care and cleanliness of the Building and for the preservation of good order therein. After receipt of said rules by Tenant, Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.
33. All wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a strippable adhesive. The use of nonstrippable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.
34. All work proposed by Tenant in the Premises must be pre-approved by Landlord. Tenant will refer all contractors, contractors representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Premises and other portions of the Building, including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

35. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly.
36. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.
37. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any Lease of Premises in the Building.
38. All appliances, fixtures, equipment and other devices located in the Premises and to be connected to a water source, including, without limitation, dishwashers, ice making machines, coffee makers and refrigerators and freezers, shall be connected to such water source using only copper piping with either copper compression fittings, flanged fittings, or soldered connections. No plastic tubing or other plastic lines, plastic connectors or plastic valves shall be used in the connection of any such items.
39. Smoking shall be prohibited in all areas of the Building. No Tenant shall allow smoking within the Premises. Smoking shall be allowed only in those areas outside of the Building as are designated from time to time by Landlord as smoking areas.

EXHIBIT "B"

WORK LETTER AGREEMENT

1. MATERIALS FURNISHED BY LANDLORD

Landlord shall furnish and install within the Premises substantially in accordance with plans and specifications approved by Tenant and Landlord, partitions, doors, lighting fixtures, acoustical ceiling, floor covering, electrical switches and outlets, telephone outlets, air conditioning, and other improvements required by Tenant which are normally performed by the construction trades.

2. IMPROVEMENT COSTS TO BE PAID BY LANDLORD

Landlord shall provide to Tenant a "Tenant Allowance" to undertake all or part of the improvements which Tenant desires to have made to the Premises. The Tenant Allowance shall be the actual cost of said improvements to a limit of (not to exceed) _____ Dollars (\$ _____) per rentable square foot contained in the Premises which is _____ rentable square feet. The total Tenant Allowance for the Premises shall not exceed _____ Dollars (\$ _____).

Notwithstanding the above, Tenant may, at Tenant's discretion, use all or any portion of the Tenant Allowance for costs related to design and construction of the tenant improvements, Tenant's signage costs, moving expenses and installation of Tenant's furniture, cabling, etc.; provided, however, that as a condition to Tenant's right to use the Tenant Allowance for the foregoing purposes, Tenant first shall be required to improve and finish all portions of the Premises in accordance with the plans.

3. IMPROVEMENT COSTS TO BE PAID BY TENANT

The cost of any improvements in addition to those provided by Landlord in Paragraph 2 above shall be paid by Tenant, one half (1/2) upon commencement of the construction and one half (1/2) upon completion of the construction. Should Tenant request any modifications to work which has already been completed under this agreement, Tenant shall pay the costs of all such modifications, one half (1/2) upon commencement of the modifications and one half (1/2) upon completion of the modifications.

4. APPROVAL OF PLANS AND COST

(a) Landlord and Tenant shall diligently pursue the preparation of all plans and specifications for the improvements. All such plans and specifications, including finishes, shall have the approval of both Landlord and Tenant, which approval shall not be unreasonably withheld by either party; in addition, all plans and specifications shall have the approval of all governmental agencies and authorities, including, but not limited to, the state and county fire marshal. Plans and specifications and a cost estimate for the portion of the work covered thereby to be borne by Tenant, if any, shall be approved by Landlord and Tenant no later than _____, in accordance with the procedure set forth in the following Paragraph 4(b).

(b) As soon as practicable after execution of this Lease, Tenant shall provide Landlord with instructions sufficient to enable Landlord to prepare plans and specifications for the improvements Tenant desires to have provided. Thereafter, if per the provisions of Paragraph 3 above, Tenant shall bear any of the costs of the improvements, a cost estimate for the improvements to be paid for by Tenant shall be prepared by Landlord and submitted to Tenant for preliminary approval. When the plans and specifications are approved by Landlord and Tenant, Landlord shall obtain a quotation, and shall submit the same to Tenant for approval as the price to be paid by Tenant to Landlord for said improvements. Upon written approval of such price by Tenant, Landlord and Tenant shall be deemed to have given final approval to the plans and specifications on the basis of which the quotation was made and Landlord shall be authorized to proceed with the improvements of the Premises in accordance with such plans and specifications. If Tenant disapproves such price, or fails to approve or disapprove such price within seven

(7) days after submission thereof by Landlord, Landlord shall not be obligated to proceed with any improvement of the Premises until such time as Landlord and Tenant approve a price for Tenant's work.

(c) Tenant shall bear the cost of any changes in the work requested by Tenant after final approval of plans and specifications under Paragraph 4(b) above.

EXHIBIT "C"

TENANT LEASE ESTOPPEL CERTIFICATE

Landlord: F6 300G, LLC

Tenant: _____

Premises: _____

Area: _____ Sq. Ft.

Lease Date: _____, 20__

The undersigned Tenant under the above-referenced lease (the "Lease") hereby ratifies the Lease and certifies to F6 300G, LLC ("Landlord") as owner of the real property of which the premises demised under the Lease (the "Premises") is a part, as follows:

1. That the term of the Lease commenced on _____, 20__, and the Tenant is in full and complete possession of the Premises demised under the Lease and has commenced full occupancy and use of the Premises, such possession having been delivered by Landlord and having been accepted by the Tenant.

2. That the Lease calls for monthly rent installments of \$_____ to date and that the Tenant is paying monthly installments of rent of \$_____ which commenced to accrue on the _____ day of _____, 20__.

3. That no advance rental or other payment has been made in connection with the Lease, except rental for the current month. There is no "free rent" or other concession under the remaining term of the Lease, and the rent has been paid through and including _____, 20__.

4. That a security deposit in the amount of \$_____ is being held by Landlord, which amount is not subject to any set off or reduction or to any increase for interest or other credit due to Tenant.

5. That all obligations and conditions under said Lease to be performed to date by Landlord or Tenant have been satisfied, free of defenses and set-offs including all construction work in the Premises.

6. That the Lease is a valid lease and in full force and effect and represents the entire agreement between the parties; that there is no existing default on the part of Landlord or the Tenant 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; and that said Lease has: (Initial One)

() not been amended, modified, supplemented, extended, renewed or assigned.

() been amended, modified, supplemented, extended, renewed or assigned as follows by the following described agreements:

7. That the Lease provides for a primary term of _____ months; the term of the Lease expires on the ____ day of _____, 20__; and that: (Initial One)

() neither the Lease nor any of the documents listed in Paragraph 6 (if any), contain an option for any additional term or terms.

() the Lease and/or the documents listed under Paragraph 6, above, contain an option for _____ additional term(s) of _____ year(s) and _____ month(s) (each) at a rent to be determined as follows:

8. That Landlord has not rebated, reduced or waived any amounts due from Tenant under the Lease, either orally or in writing, nor has Landlord provided financing for, made loans or advances to, or invested in the business of Tenant.

9. That, to the best of Tenant's knowledge, there is no apparent or likely contamination of the real property or the Premises by hazardous materials, and Tenant does not use, nor has Tenant disposed of, hazardous materials in violation of environmental laws on the real property or the Premises.

10. That there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or any state thereof.

11. That this certification is made knowing that Landlord is relying upon the representations herein made.

Tenant:
_____, a _____

Dated: _____, 20__

By: _____
Print Name: _____
Title: _____

EXHIBIT “D”

FLOOR PLAN OF PREMISES

Added to and made part of Lease Agreement between
F6 300G, LLC, a Georgia limited liability company (“Landlord”),
and _____, a _____ (“Tenant”).

Suite: _____

Rentable Square Feet: _____

Useable Square Feet: _____

[Insert Floor Plan]

EXHIBIT "E"

SPECIAL STIPULATIONS

Added to and made part of Lease Agreement between F6 300G, LLC, a Georgia limited liability company ("Landlord"), and _____, a _____ ("Tenant").

1. **Security Deposit**. The security deposit in the amount of _____ Dollars (\$ _____) and the First Month's Rent in the amount of _____ Dollars (\$ _____) are due and payable upon Lease execution by both Tenant and Landlord. Check(s) should be made payable to F6 300G, LLC.

2. [add]

EXHIBIT "F"

LEASE GUARANTY

In consideration for, and as an inducement to F6 300G, LLC, a Georgia limited liability company ("Landlord"), to enter into that certain Lease Agreement dated _____, 20____, by and between _____, a _____ ("Tenant"), and Landlord (the "Lease"), and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, _____, a _____ (hereinafter referred to as "Guarantor"), hereby unconditionally and irrevocably guarantees to Landlord, its representatives, successors and assigns or any transferee of this Guaranty, the full and prompt payment of all sums of money now or hereafter due from Tenant to Landlord under the Lease and the full and prompt performance and observation by Tenant of all its duties and obligations under the Lease (hereinafter collectively referred to as "Lease Obligations"), for which Guarantor agrees to be jointly and severally liable with Tenant, as if Guarantor had executed the Lease as Tenant thereunder. Guarantor hereby waives any and all notice of acceptance of this Guaranty, notice of default, demand for payment, and all other notices or demands of any and all kinds. Landlord may proceed against Guarantor, separately or jointly, before, after or simultaneously with any proceeding against Tenant, with regard to any and all remedies under the Lease, without in any manner affecting or impairing any rights or remedies the Landlord may have against Tenant or Guarantor. No delay or failure on the part of Landlord in enforcing any of its rights or remedies against Tenant or Guarantor shall affect or impair any rights or remedies that Landlord may have against Tenant or Guarantor. Guarantor hereby specifically waives any rights that may be conferred under O.C.G.A. § 10-7-24. The obligation of Guarantor to Landlord hereunder is primary, absolute and unconditional.

Guarantor further agrees that: (a) Guarantor will be bound by all of the provisions, terms, covenants, conditions, restrictions and limitations contained in the Lease, in the same manner as if each of the undersigned were named as Tenant; (b) this Guaranty shall be absolute, unconditional and continuing and shall remain in full force and effect until all duties and obligations of Tenant under the Lease and of Guarantor under this Guaranty shall have been totally fulfilled; (c) Guarantor hereby consents to any and all renewals, extensions, amendments, additions, assignments, subleases, transfers, and other modifications of the Lease, whether or not Guarantor shall have knowledge or shall have been aware of or agreed or consented to any such action, and no such action shall either affect or impair any rights or remedies that Landlord may have against Tenant or Guarantor.

None of the Landlord's rights hereunder shall be modified, amended, altered or changed by Landlord's or Tenant's conduct, actions or non-action under the Lease and Landlord's failure or refusal to pursue, sue on or enforce features of the Lease shall not affect, alter or change the Guarantor's obligations hereunder.

This is a guaranty of payment and not of collection. Suit may be brought and maintained against Guarantor by Landlord to enforce any liability, obligation or duty guaranteed hereby without joinder of Tenant or any other person. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord or agreed upon by Landlord and Tenant, and shall not be affected by any termination of the Lease to the extent that Tenant thereafter continues to be liable thereunder.

If the party executing this Guaranty is a corporation, then the undersigned officer personally warrants and represents that the Board of Directors of such corporation, in a meeting duly held, has authorized the execution of this Guaranty and determined that this Guaranty may reasonably be expected to benefit such corporation.

It is understood that other agreements similar to this agreement may be executed by other persons with respect to the Lease. This agreement shall be cumulative of any such other agreements and the liabilities and obligations of the Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements. In the event that Landlord secures other agreements similar to this agreement, or secures the signature of more than one guarantor to this agreement, or both, the undersigned agrees that Landlord, in Landlord's sole discretion, may bring suit against all guarantors of the Lease, jointly and severally, or against any one or more of them, may compromise or settle with any one or more of such guarantors for such consideration as Landlord shall deem proper and may release one or more of such guarantors from any liability, obligation or duty guaranteed

hereby. Guarantor further agrees that no such action shall impair the rights of Landlord to enforce the Lease against any remaining guarantor.

If Landlord shall employ an attorney at law to perform legal services in connection with the Lease or this Guaranty in connection with any default by Tenant or Guarantor, Guarantor shall, in addition to all other amounts owed to Landlord, be obligated to pay Landlord an additional fifteen percent (15%) of the indebtedness as costs and attorneys' fees. If Landlord shall employ counsel to defend any action or claim brought by Tenant or any guarantor, Guarantor shall pay any reasonable attorneys' fees or expenses incurred by Landlord in such connection.

Guarantor agrees to assume and to perform all of Tenant's duties and obligations under the Lease for the balance of the original term if the Lease should be disaffirmed or rejected by any trustee in bankruptcy for Tenant, or, at the option of Landlord, Guarantor shall, in the event of Tenant's filing for relief under the United States Bankruptcy Code, enter into a new lease with Landlord for the balance of the original term, which new lease shall be in form and substance identical to the Lease (except for the identity of the Tenant).

Guarantor hereby waives presentment, demand, protest and notice of dishonor of any of the liabilities guaranteed hereby. Landlord shall have no duty or obligation (i) to proceed or exhaust any remedy against Tenant, any other obligor, guarantor, endorser or surety of the Lease or Lease Obligations or (ii) to give any notice, except as specifically required by the Lease, whatsoever to Tenant, Guarantor, or any other obligor, guarantor, endorser or surety on the Lease or Lease Obligations, before bringing suit, exercising rights or instituting proceedings of any kind against Guarantor, Tenant or both of them, and Guarantor hereby waives any requirement for such actions by Landlord.

Guarantor further waives the benefit of any statute of limitations affecting its liability under this Guaranty or the enforcement thereof, and any act which shall defer or delay the operation of such statute of limitations applicable to the Lease or Lease Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Guarantor's liability hereunder.

Until all of the Lease Obligations have been fulfilled, paid and complied with, (i) all present and future indebtedness of Tenant to Guarantor is hereby subordinated to the present and future indebtedness of Tenant to the Landlord and (ii) Guarantor shall not have any rights of subrogation or otherwise to participate in any security held by Landlord for the Lease Obligations, and Guarantor hereby waives such rights until such time as the Lease Obligations have been fully paid, completed and complied with.

This Guaranty contains the entire agreement between the parties relating to the subject matter hereof, and no provision hereof may be waived or modified except by a writing executed by Guarantor and the Landlord.

There is no understanding that any person other than Guarantor shall execute this or any similar guaranty. Guarantor's execution of this Guaranty was not based upon any facts or materials provided by the Landlord, nor was Guarantor induced to execute this Guaranty by any representation, statement or information made or furnished by the Landlord. Guarantor further acknowledges and agrees that Guarantor assumes sole responsibility for independently obtaining any information or reports deemed necessary by Guarantor in reaching any decision to execute this Guaranty. The Landlord has no obligation, and Guarantor's obligations hereunder shall not be affected by the failure of the Landlord to advise the Guarantor of any information relating to the Tenant's financial condition or otherwise relating to the Tenant, the Lease Obligations or any feature thereof.

Guarantor hereby represents and warrants to Landlord that (a) Guarantor has the requisite power and authority to execute and deliver this Guaranty; (b) Guarantor's execution, delivery and performance of this Guaranty will not violate any law, rule, regulation or judgment applicable to or agreement binding upon Guarantor; (c) this Guaranty constitutes Guarantor's legal, valid and binding obligation enforceable in accordance with its terms; (d) Guarantor is not in default under any other agreements binding upon it; (e) there are no material suits or proceedings pending or threatened against Guarantor before any court or governmental body; and (f) Guarantor's most recent financial statements, if any, delivered to the Landlord prior to the date hereof, fairly present Guarantor's financial position as of the date thereof, and there has been no subsequent material adverse change in Guarantor's business, operations or financial condition.

Guarantor agrees to immediately notify the Landlord in the event of any material change in Guarantor's financial condition.

Any notice or demand which Landlord may be required to give to Guarantor may be served on Guarantor, by hand delivery in person, reputable courier service, or by sending the same by registered or certified mail addressed to the address indicated by Guarantor below its execution of this Guaranty. Any notice so mailed shall be deemed to have been received on the third (3rd) day following that on which it is mailed. Any notice of the Guarantor to the Landlord shall not be effective until received by the Landlord.

If any provision of this Guaranty or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty or the application of such provision to the other persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the full extent permitted by law.

Guarantor, Landlord and Tenant, as used herein, or any pronoun used for either one of said parties, shall include, but not be limited to, the male, female or neuter, singular or plural, corporation, partnership, individual or other entity or entities, as may fit in the particular case.

All duties and obligations of Guarantor pursuant to this Guaranty shall be binding upon the heirs, representatives, successors, successors-in-interest and assigns of Guarantor. This agreement shall inure to the benefit of Landlord and its heirs, successors, successors-in-interest and representatives. If more than one party signs this Guaranty, each of them shall be jointly and severally liable hereunder. This Guaranty shall be governed by and construed in accordance with the laws of Georgia.

SIGNED, SEALED AND DELIVERED as of _____, 20__.

GUARANTOR:

[_____,
a _____

By: **[DO NOT SIGN - EXHIBIT ONLY]**
Print or Type Name: _____
Title: _____

Address of Guarantor:

_____]

OR

[DO NOT SIGN - EXHIBIT ONLY] (SEAL)
Print or Type Name: _____

Address of Guarantor:

_____]

EXHIBIT "G"

INSURANCE

1. COMMERCIAL GENERAL LIABILITY POLICY (1986 or later edition)

General Liability Limits:

\$	2,000,000 General Aggregate
\$	2,000,000 Products and Completed Operations
\$	1,000,000 Personal and Advertising Injury
\$	1,000,000 Each Occurrence
\$	50,000 Fire Damage Limit (any one fire)
\$	5,000 Medical Expense Limit (any one person)

Said policy shall have no deductible on Self Insured Retention without prior written approval.

2. UMBRELLA / EXCESS LIABILITY

General Limits:

\$	1,000,000 Each Occurrence
\$	1,000,000 General Aggregate

3. WORKERS COMPENSATION

The policy must comply with all statutory requirements

Employer's Liability:

\$	100,000 Bodily injury by accident
\$	500,000 Policy limit by disease
\$	100,000 Bodily injury by disease each employee

4. TENANT PROPERTY

The policy must cover all direct physical loss equal to 100% replacement cost of Tenant's personal property, all improvements and alterations, fixtures and equipment provided by Landlord and/or Tenant (including but not limited to the improvements described in Exhibit "B" of this Lease).

All of said policies shall: (i) name Landlord, Landlord's agent, and Childress Klein Properties, Inc., together with their respective affiliates, as additional insureds and insure Landlord's contingent liability under this Lease (except for the worker's compensation policy, which shall instead include a waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company licensed to do business in the State of Georgia which is acceptable to Landlord and rated at least "A" by A.M. Bests Rating Guide, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord and Landlord's property manager. Said policies or certificates thereof shall be delivered to Landlord and Landlord's property manager by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance.