

LEASE

AGREEMENT OF LEASE made this January 0, 2023, between 147 Johnson Ferry Road, LLC, a Georgia Limited Liability Corporation ("Landlord"), and _____ ("Tenant") whose address is _____.

WITNESSETH:

1. **LEASE**: This Lease, dated January 0, 2023, consists of this Lease Agreement and all exhibits attached hereto. Lease Exhibits include, but are not limited to, the following index:

<u>Exhibit</u>	<u>Description</u>	<u>Exhibit</u>	<u>Description</u>
"A"	Legal Description;	"B"	Site Plan;
"C"	Sign Criteria;	"D"	Personal Guarantee;
"E"	Estoppel Form;	"F"	Tenant Improvement Plans;

2. **DEMISED PREMISES**: In consideration of the rents, covenants and agreements set forth herein, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord, those certain premises in Paper Mill Village (hereinafter referred to as "Office-Retail Property") in Cobb County, Georgia, which premises consist of 147 Johnson Ferry Road, Suite 4110, Marietta, Georgia 30068 being approximately 1,176 rentable square feet as shown on the diagram of the Office-Retail Property attached hereto as Exhibit "B" and by this reference made a part hereof (hereinafter called the "Demised Premises"). Said Exhibit "B" sets forth the general layout of the Office-Retail Property and shall not be deemed to be a warranty, representation or agreement on the part of the Landlord that said Office-Retail Property will be exactly as indicated on said diagram. A legal description of the real property on which the Office-Retail Property is located is attached hereto as Exhibit "A" and made a part hereof. Landlord may relocate the Demised Premises and may increase, reduce or change the number, dimensions, or location of the walk, buildings and parking areas in any manner whatsoever as Landlord may deem proper. Landlord reserves the right to make alterations or additions to, or to build additional stores, suites or offices on, the building in which the Demised Premises are contained and to add buildings adjoining the same elsewhere in the Office-Retail Property. Tenant shall use the Demised Premises only for the purpose of conducting the business of Real Estate Sales, Leasing & Development and for no other purpose. Tenant shall not use any sidewalk or other common area located within the Office-Retail Property for any other business or purpose, and use and occupancy by Tenant of the Demised Premises shall include the use in common with others of the common areas and facilities in accordance with further terms and conditions hereof. Nothing herein contained shall be construed as a grant or rental by Landlord to Tenant of the roof and exterior walls of the building or buildings of which the Demised Premises form a part, or of the walks and other common areas beyond the Demised Premises, or of the land upon which the Demised Premises are located.

3. **LENGTH OF TERM**: The term of this lease shall be for Thirty Six (36) months following the commencement of the term unless sooner terminated or extended as hereinafter provided.

4. **COMMENCEMENT OF TERM**: The term of this Lease shall commence on January 0, 2023 and the Tenant shall open for business. In the event Tenant shall, or be required to, open for business on a day other than the first day of the month, the rent shall be immediately paid for such fractional month prorated on the basis of a thirty (30) day month. By opening for business, Tenant shall be deemed to have accepted the Demised Premises, acknowledged that the same are in the condition called for hereunder, and agreed that as of that time all of Landlord's obligations under this Lease have been fully performed.

5. **RENT**: (a) Tenant shall pay a minimum annual Rent. Rent is payable in twelve (12) equal monthly installments in advance, on or before the first day of each month during the lease year ("Lease Year 1" being the first 12 month period of time following Commencement of this Lease) as follows;

<u>Period</u>	<u>Rent</u>	<u>Monthly Installment</u>
Lease Year 1	\$0.00	\$0.00
Lease Year 2	\$0.00	\$0.00
Lease Year 3	\$0.00	\$0.00

(b) Thereafter, on each anniversary hereof, Rent shall be automatically adjusted by multiplying it by 1.03 (3%).

~~(c) Thereafter, on each anniversary hereof, Rent shall be automatically adjusted by multiplying it by the Adjustment Index (hereinafter defined). The product of the foregoing calculation shall be Rent for the subsequent "Lease Year" then commencing, payable in twelve (12) equal monthly installments in advance, on or before the first day of each month.~~

~~(d) For purposes of this Lease, the following terms shall have the following meanings:~~

~~———(i) The term "Index" shall mean and refer to the National Consumer Price Index for All Consumers, as published monthly by the United States Department of Labor, Bureau of Labor Statistics.~~

~~———(ii) The term "Base Index" shall mean and refer to the Index most recently published as of the Commencement Date.~~

~~———(iii) The term "Adjustment Index", shall mean the following calculation:~~

$$1 + \frac{\text{Index} - \text{Base Index}}{\text{Base Index}}$$

~~provided, however, that (a) the Index and Base Index are for the same month, twelve months apart (for example, June 1990 and June 1991) and (b) in no event shall Adjustment Index be less than 1.030 or greater than 1.070. If the Index shall be revised so that the base year used for purposes of any Adjustment Index shall differ from the base year used for purposes of the Base Index, then the Base Index shall be converted in accordance with the conversion factor or other formula published by the United States Department of Labor, Bureau of Labor Statistics, or if no such conversion factor or other formula shall be so published, in accordance with the conversion factor or other formula published for that purpose by any nationally recognized publisher of such statistical information. If the Index shall be discontinued or otherwise revised, subsequent rent adjustments as set forth above shall be based on such other government index or computation with which the Index shall have been replaced so as to obtain substantially the same result that would have been obtained if the Index had not been discontinued or revised. Promptly after selecting any such conversion factor or any such other index or computation, each party shall execute and deliver to the other a modification agreement setting forth such selection. When fully executed and delivered, such agreement shall be deemed a part of this Lease.~~

~~(e) Notwithstanding anything to the contrary set forth in this Lease, each rent adjustment as set forth above shall take effect automatically without further action by the parties hereto. Similarly, the acceptance of one or more installments of Base Monthly Rent in an amount which does not include any such adjustment shall not cancel or waive such adjustment and shall not preclude Landlord from collecting the unpaid portion of such installment at a later date.~~

6. **SECURITY DEPOSIT:** (a) Tenant has deposited with Landlord the sum of \$0.00 Dollars, receipt of which is hereby acknowledged. Said deposit shall be held by Landlord, without liability for interest, as a security for the faithful performance by Tenant of all the terms of this Lease. (b) If any of the rent herein reserved or any other charge payable by Tenant to Landlord shall be overdue and unpaid, or if Landlord makes payments on behalf of the Tenant, or if Tenant shall fail to perform any of the terms of this Lease, then Landlord may at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rent, additional charge or loss or damage sustained by

Landlord due to such breach on the part of Tenant; and Tenant shall forthwith upon demand restore said security to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all of the rent and all other charges payable by Tenant as they become due to Landlord, said deposit shall be returned in full to Tenant at the end of the Lease term. (c) In the event of bankruptcy or other credit-debtor proceedings against Tenant, all security deposits shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings.

7. OPERATING EXPENSES: It is understood and agreed that the Rent specified above does not anticipate any increase in the Operating Expenses (hereinafter defined) of the Project. Therefore, Tenant shall pay Landlord Tenant's prorata share of any increase in Operating Expenses in excess of Landlord's Operating Expense from the preceding year. Landlord shall notify Tenant of Tenant's share of any increase in Rent at the end of Landlord's annual accounting period for the preceding year. Simultaneously with the notice of such increase by Landlord, an Operating Expense report shall be published by Landlord and made available to Tenant, outlining Landlord's expenses for the Project during the preceding calendar year. Tenant's prorata share of the increase in Operating Expenses, if any, shall be determined to be equal to that proportion of the total rentable area of the Project that the Leased Premises represents at the time of publication of the Operating Expense report. (For example, if the Leased Premises were 2,010 rentable square feet and the total rentable area of the Project was 75,000 square feet, the Premises would be 2.68%.) Tenant's anticipated prorata share for the first and last lease years shall be prorated based on the number of days of those lease years coinciding with the calendar year then in effect.

Definition of Operating Expenses: The term "Operating Expenses" shall be deemed to include, but not limited to, the following costs incurred in the normal operation, preventive and corrective maintenance and repair of the office complex and any parking lot, landscaping and other common areas used in conjunction therewith, whether paid to employees of Landlord or to independent suppliers or contractors engaged by Landlord: Wages and salaries, taxes imposed in respect to wages and salaries (including social security, unemployment insurance and disability insurance), reasonable fringe benefits, and worker's compensation insurance with respect to such wages and salaries; full costs of fees, expenses and charges such as management fees, janitorial services (if provided to Tenant), security guards, window washing, rubbish removal, elevator preventive and corrective maintenance, air conditioning maintenance, water treatment, filter replacement, inspection and maintenance of turbine equipment, pumps and piping, supply and cleaning of uniforms and work clothes, costs of utilities, including electricity and gas consumed in the operation and maintenance of the Project, water charges, sewer charges, pressure vessels, sprinkler leakage, water damage, water damage legal liability, public liability and property damage, accidental breakdown or malfunction of machinery, air conditioning systems and heating systems and electrical fixtures and apparatus, pest control service, incidental building supplies, insurance premiums, real estate taxes, including any special assessments levied against the property, interior and exterior building preventive and corrective maintenance of the grounds, and parking lots. "Operating Expenses" shall specifically exclude capital improvement cost.

In the event Tenant's share of such increases in Operating Expenses is less than the amount previously anticipated and collected by Landlord, Tenant's share of anticipated increases in Operating Expenses scheduled for the calendar year shall be reduced proportionately or in the event the Lease Agreement has terminated any excess shall be applied to sums owed to Landlord, and if none, then shall be remitted to Tenant. This provision shall survive the termination of this Lease Agreement.

8. LATE PAYMENTS AND RETURNED CHECKS: Rents and fees are due and payable on the first day of each month in advance. If paid after the seventh (7th) day of the month, a delinquency charge of one hundred dollars (\$100.00) will be charged to Tenant. If any check tendered to Landlord by Tenant of any obligation hereunder is returned by Tenant's bank for insufficient funds or other reasons, Tenant shall be charged one hundred dollars (\$100.00) as a handling and service fee, which shall be due and payable immediately upon Tenant's receipt from Landlord of notice thereof.

9. PAST DUE INTEREST: In addition to any applicable delinquency charge, any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at a rate equal to the lesser of 18% per annum or the highest rate allowable by law calculated from the due date until paid, unless

otherwise specifically provided herein, but the payment of such interest shall not excuse or cure and default by Tenant under this Lease.

10. PAYMENT OF ENTIRE RENTS: No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

11. UTILITY CHARGE: Landlord shall not be liable to Tenant for any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or over-load the capacity of any utility facilities. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption of heat, sewer, water, gas, electricity or any other utility services not provided by Landlord at execution hereof.

12. PLACE OF PAYMENT: All payments required to be paid by Tenant to Landlord shall be delivered to the office of Landlord (or Landlord's agent, if so notified by Landlord) without any prior demand for the same. Landlord may change the address to which Tenant's payments shall be delivered from time to time, and such changes shall be effective upon Tenant's receipt of written notice thereof.

13. GUARANTY: ~~Landlord at its sole discretion, may require execution of a Guaranty in the form attached hereto as Exhibit "D" is made a part hereof as a condition for entering into this Lease. Upon execution, such Guaranty shall be deemed to be a part hereof.~~

14. LANDLORD'S OBLIGATION: Landlord shall, where indicated on Exhibit "F", construct Landlord's Tenant Improvements for the Demised Premises for Tenant's use and occupancy. Landlord shall bear only the cost and expense of such Tenant Improvements specifically identified as being the cost and expense of the Landlord in Exhibit "F". Any work in addition to said Landlord's Tenant Improvements shall be performed by the Tenant at its own cost and expense immediately following the completion of Landlord's Tenant Improvements. If the Landlord's Tenant Improvements have been completed sufficiently to gain an occupancy certificate from the local jurisdiction having such authority or to allow the use of the Demised Premises as contemplated hereunder, even though the Tenant Improvements belonging to Tenant may not be finished after expiration of a reasonable amount, and Tenant refuses to occupy the Premises, the term of this Lease shall be deemed to commence immediately, and Tenant shall be deemed to be in breach thereof.

15. OPERATION OF BUSINESS: Tenant shall continuously operate all of the Demised Premises during the entire term of this Lease. Tenant shall conduct its business in the Demised Premises during the regular customary days and hours for such type of business in the city or trade areas in which the Office-Retail Property is located. Tenant shall not solicit business nor distribute advertising matter in the parking or other common areas, or operate free or for pay concessions in the common areas, operate or permit to be operated vending machines in the common areas.

16. LAWS, WASTE OR NUISANCE: Tenant shall, at its own cost and expense; (a) comply with all statutes, ordinances, orders and regulations and interpretations thereof of any governmental body or agency thereof affecting the Demised Premises now in force or which hereafter may be in force; (b) comply with all rules, requirements and regulations of the Board of Fire Underwriters, Landlord's insurance companies and other organizations which establish insurance rates affecting the Demised Premises; (c) not suffer or commit any waste or nuisance; and (d) not conduct any auction, distress, fire or bankruptcy sales.

17. STORAGE OFFICE SPACE: Tenant shall warehouse, store and / or stock in the Demised Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Demised Premises. Tenant shall use for office, clerical or other non-selling purposes only such space in the Demised Premises as is from time to time reasonably required for Tenant's business.

18. CONSENT OF LANDLORD: Tenant shall not permit any business to be operated in or from Demised Premises by any concessionaire or licensee without the prior written consent of Landlord.

19. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Demised Premises without the prior written consent of Landlord. The consent by Landlord, which shall not be unreasonably withheld, to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this Lease. If Tenant is a corporation, and if any transfer, sale or pledge to other disposition of the common stock shall occur, or power to vote the majority of the outstanding capitol stock be changed, then Tenant shall so notify Landlord, and Landlord shall have right, at its option, to terminate this Lease upon five (5) days notice to Tenant.

20. ALTERATIONS BY TENANT: Tenant shall comply with the Standard Sign Criteria set forth in Exhibit "C" attached hereto and made a part hereof and shall not make any alterations, additions or improvements or install any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes in the store front without first obtaining Landlord's written consent. Tenant shall not place or maintain any sign, awning or canopy in, upon or outside the Demised Premises or in Office-Retail Property; nor shall Tenant place in the display windows any signs, decoration, lettering or advertising matter of any kind without first obtaining Landlord's written approval and consent in each instance. Tenant shall maintain any such sign or other installation as may be approved in good condition and repair.

21. REPAIRS: Landlord shall not be required to make any repairs, replacements, or improvements of any kind upon the Demised Premises except for necessary exterior structural repairs not made necessary by the fault or negligence of Tenant. Tenant shall, at its own expense, maintain the Demised Premises and make all other necessary repairs and replacements (said repairs shall be at least equal to the original construction and no alterations or repairs shall adversely affect the structural soundness or value of the Demised Premises), structural or otherwise, including but not limited to the exterior and interior windows, doors and entrances, store fronts, signs, showcases, floor coverings, interior walls, columns and partitions; and lighting, heating, plumbing and sewerage facilities, and air conditioning equipment. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by Tenant periodically as determined by Landlord. Tenant agrees to keep and maintain in good condition the electrical equipment and heating and air conditioning equipment in the Demised Premises and keep in force a standard maintenance agreement on all heating and air conditioning equipment and provide a copy of said maintenance agreement to Landlord.

22. TENANT'S FAILURE TO REPAIR: If (a) Tenant refuses or neglects to make repairs or replacements, or (b) Landlord is required to make exterior or structural repairs by reason of Tenant's acts or omissions, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as an additional charge upon the receipt of a bill thereof.

23. MECHANIC'S LIENS: Should any mechanic's or other liens be filed against the Demised Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

24. LICENSE TO COMMON AREAS: In order to establish that the Office-Retail Property, and any portion thereof, are and will continue to remain private property, Landlord shall have the unrestricted right in Landlord's sole discretion, with respect to the entire Office-Retail Property, and or any portion thereof owned or controlled by Landlord, to close the same to the general public for one (1) day in each calendar year, and in connection therewith, to seal off all entrances to the Office-Retail Property, or any portion thereof. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under the revocable license, and if any such license is revoked or if the amount of such areas

is changed or diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution or such areas be deemed constructive or actual eviction.

25. INDEMNITY: Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of the Tenant, Tenant's employees, agents, guest, invitees or otherwise by reason of Tenant's occupancy of the Premises or because of fire, flood, windstorm, Acts of God or for any other reason. The Tenant agrees to indemnify and save harmless the Landlord from and against any and all loss, damage, claims, demand, liability or expenses by reason of damage to person or property which may arise or by any reason herewith, or in any way arising on account of any injury or damage caused by any person or property on or in the Premises or Building providing, however, that Tenant shall not indemnify as to loss or damage due to the gross negligence or willful acts of Landlord.

26. INSURANCE: Tenant shall maintain at its own cost and expense (a) Fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all fixtures, contents, decorations and improvements in the Demised Premises in the event of a loss and (b) Public liability insurance with a minimum limit of liability in an amount of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death to any one person or One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death in total to more than one person and Three Hundred Thousand Dollars (\$300,000.00) with respect to damage to property by water or otherwise. Tenant shall at its own expense, exclude from its liability insurance policy the "Care, Custody and Control Exclusion." Any policy or policies required hereunder shall name Landlord as additional insureds. Duplicate originals of said policy or policies shall be issued by insurance companies which are licensed to do business in the State of Georgia and shall be subject to reasonable review and approval by Landlord.

27. ADDITIONAL INSURANCE: Tenant agrees to insure and keep insured, at Tenant's expense, all plate glass in the Demised Premises.

28. INSURED'S, WAIVER, NOTICE: Any insurance procured by Tenant as herein required shall name the Landlord as additionally insured and be issued by a company licensed to do business in the state where the Office-Retail Property is located and shall contain endorsements that (a) such insurance may not be canceled or amended with respect to Landlord without thirty (30) days' written notice to Landlord by the insurance company, and (b) the insurance company waives its right of subrogation against Landlord for any reason whatsoever.

29. INCREASE IN INSURANCE PREMIUMS: Tenant shall not use, occupy or do anything in or about the Demised Premises which may be prohibited by Landlord's insurance policies or which will increase any insurance rates and premiums on the Demised Premises, the building of which they are a part, and all other buildings in the Office-Retail Property.

30. DESTRUCTION: (a) If the Premises are totally destroyed by fire or other casualty, both Landlord and Tenant shall have the option of terminating this lease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the Lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent be refunded.

(b) If such Premises are partially damaged, partially damaged being defined as 20% or greater of the rentable area of Premises, by fire or other casualty, or totally destroyed thereby, and neither party elects to terminate its Lease within the provision of subparagraph (a) above or (c) below, then the Landlord agrees, at Landlord's sole cost and expense, to restore the Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable amount of time and complete within one hundred fifty (150) days from the date of the fire or other casualty. Notwithstanding the foregoing, Landlord's obligation to rebuild and restore the Premises shall be wholly conditioned upon Landlord's receiving adequate insurance proceeds to pay for the total cost of such construction and restoration and the agreement to go forward with such construction and restoration by all parties other than Landlord having any interest in such insurance proceeds, including, but not limited

to, the holder of any present or future security interest in Premises. In such case, all rents paid in advance shall be apportioned as of the date of damage or destruction, and all rents thereafter accruing shall be equitably and apportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration or repair, except that in the event the destruction or damage is, in Landlord's sole determination, so extensive as to make it unfeasible for the Tenant to conduct Tenant's business on the Premises, the Rent shall be completely abated until the Premises are restored by the Landlord or until the Tenant resumes use and occupancy of the Premises, whichever shall occur first. The landlord shall not be liable for any inconvenience or interruption of business of the Tenant occasioned by fire or other casualty

(c) If the Landlord undertakes to restore, rebuild or repair the Demised Premises, and such restoration, rebuilding or repair is not accomplished within one hundred fifty (150) days, and such failure does not result from cause beyond the control of Landlord, the Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days after expiration of said one hundred fifty (150) day period.

(d) Landlord shall not be liable to carry fire, casualty or extended damage insurance on person or property of Tenant or any person or property which may now or hereinafter be placed in the Premise.

31. CONDEMNATION: If during the Term of this Lease or any renewal thereof, the whole of the Demised Premises, or such portion thereof as will make the Demised Premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the Term hereby granted shall cease and come to an end as of the date of vesting of title in such public authority, or when possession is given to such public authority, whichever event last occurs. Upon such occurrence, the rent shall be apportioned as of such date, and any prepaid rent shall be returned to Tenant. The Landlord shall be entitled to the entire award for such taking except to the extent prohibited by Georgia law. If a portion of the Demised Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the Demised Premises unusable for the purpose leased, this lease will not be terminated but shall continue. If any portion of the Demised Premises in the interior of the Building is so taken, the rent shall be equitably and fairly reduced or abated for the remainder of the Term in proportion to the amount of the Demised Premises taken. In no event shall the Landlord be liable to the Tenant for any business interruption, diminution in use, or for the value of any unexpired Term of the Lease.

32. DEFAULT: In the event that Tenant shall default in the payment of Rent or any other sums payable herein, and such default continues for a period of five (5) days, or if Tenant shall default in the performance of any other covenants or agreements of this Lease and such default shall continue for fifteen (15) days after written notice thereof from Landlord, or if the Tenant or the Primary Business of Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against the Tenant, then and in addition to any and all other legal remedies, the Landlord may;

1. Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other which he may have, enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying the premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefor;
2. Enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor, and, if Landlord so elects, makes such alterations and repairs that may be necessary to relet the premises, and relet the premises or any part thereof at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefor. Upon such reletting all rentals received by the Landlord from such reletting shall be applied first to the payment to any indebtedness other than rent due hereunder from Tenant and Landlord; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorneys fees and costs of such alterations and repairs; and third, to the payments due and unpaid hereunder; and the residue,

if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder; and Tenant agrees to pay Landlord on demand any deficiencies that may arise by reason of such letting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach.

~~3. Without terminating this lease, declare immediately due and payable all Rent, Additional Rent and other amounts due and coming due under this Lease for the entire remaining Term hereof, together with all other amounts previously due, which total amount shall be discounted to the present value (discounted at a percentage rate equal to the then average yield of Moody's "AAA"-rated corporate bonds); provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of all rentals for the remainder of said Term. Upon making such payment, Tenant shall thereafter be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the Term of the Lease, provided that the monies to which Tenant shall become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the proceeding sentence less the actual cost, expenses and attorney's fees of Landlord incurred in connection with reletting of the Premises.~~

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, nor shall pursuit of any remedies set forth herein constitute a forfeiture or waiver of any rent due to the Landlord hereunder or of any damages occurring to Landlord by reason of the violation by the Tenant if any of the Tenant's obligations and provisions set forth in this Lease. Forbearance by Landlord to enforce one or more of the remedies set forth in this Lease upon an event of default shall not be deemed or construed a waiver of such right or remedies in the event of a further default by the Tenant.

Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings and notices thereunder the person in charge of the premises at the time, and if no person is then in charge of the premises, then such service or notice may be made by attaching the same to the main entrance of the Demised Premises, provided that a copy of any such proceedings or notices shall be mailed to Tenant at the address set forth in the Landlord's records.

If, because of any such breach of default by Tenant of the Tenant's obligations hereunder, it shall become necessary for Landlord to employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay reasonable attorneys fees incurred by Landlord in such connection.

In the event that this Lease is terminated on account of default of the Tenant, then in such event any sublease held by Tenant respecting the Demised Premises shall immediately be deemed to be assigned to Landlord, and Tenant agrees to execute an appropriate document to evidence more formally such assignment.

Tenant expressly waives any right to a trial by jury on any issues, disputes or disagreement which arise under this Lease. This paragraph shall apply to any dispossessory proceeding, proceeding against Tenants holding over, and any other legal proceeding of any kind.

33. ACCESS TO PREMISES: Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Demised Premises as may be necessary for the servicing of the Demised Premises and other portions of the Office-Retail Property; Landlord shall also have the right to enter the Demised Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgages, lessees and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon the said Demised Premises that may be required without the same constituting an eviction of Tenant in whole or in part; the rents reserved shall not abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise; and Tenant shall have no claim for damages.

34. ATTORNMENT: Tenant shall in the event of the assignment of Landlord's interest in the building of which the Demised Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

35. QUIET ENJOYMENT: Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject to the terms and conditions of this Lease and any mortgage, ground lease or agreements to which this Lease is subordinated.

36. END OF TERM: At the expiration of this Lease, Tenant shall surrender to Landlord the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted. Before surrender, Tenant shall remove all its personal property, trade fixtures, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the expiration of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, then said property shall be deemed abandoned and shall become the property of Landlord.

37. HOLDING OVER: Any holding over after the expiration of the Lease term or any renewal term shall be construed to be a tenancy from month to month at double the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein so far as applicable.

38. NO WAIVER: Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or any rules and regulations by either action or inaction shall not be construed as a waiver for the future of any such provision, rule or option. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing addressed to Tenant and signed by Landlord.

39. RECORDING: Upon the request of either party hereto, the other party shall join the execution of a memorandum or "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease, and shall incorporate the Lease by reference.

40. PARTIAL INVALIDITY: If any provisions of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstance other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

41. PROVISIONS BINDING: Except as otherwise expressly provided, all provisions herein shall be binding upon and shall insure to the benefit of parties, their legal representatives, successors and assigns. In the event of any sale of the land, building or this Lease, or of a lease of the Office-Retail Property, Landlord shall be entirely relieved of its obligations hereunder.

42. SUBORDINATION: Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and / or buildings of which the Demised Premises are a part or against any buildings hereafter placed on the land of which the Demised Premises are a part, and to all advances made or hereafter to be made upon the security thereof.

43. RULES AND REGULATIONS: Tenant agrees to comply with the following rules and regulations:

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading of goods, may be made the way of the front or rear of the Demised Premises or at any other location designated by Landlord.

2. Garbage medical waste or other refuse not handled by Landlord's janitorial service shall be kept in the trash dumpster or similar containers specified by the landlord and shall be placed at the location within the demised premises designated by the Landlord, and, Tenant shall pay the cost of removal of garbage and refuse. Tenant shall store soiled or dirty linen in approved fire rating organization containers. All medical waste or other hazardous materials shall be removed

from the Premises by Tenant at its expense and disposed of at Environment Protection Agency approved sites.

3. No radio, television, phonograph, or similar device requiring an aerial antenna attached thereto outside the Demised Premises shall be installed without first obtaining in each instance the written consent of the Landlord and if such consent is given, no such device shall be used in a manner so as to be heard, seen, produce heat, or emit electromagnetic radiation outside of the Demised Premises.

4. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures inside the Demised Premises.

5. Outside areas immediately adjoining the Demised Premises shall be kept clean of dirt and rubbish by Tenant. Tenant shall not place, store, suffer or permit any obstruction or merchandise in such areas.

6. Tenant shall not use the public or common areas in the Office-Retail Property for business purposes except for parking, loading and unloading. Any and all other purposes shall be with written consent by the Landlord.

7. Tenants and its employees shall park their cars only in the portions of the parking area, if any, designated for that purpose by the Landlord.

8. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown in.

9. Tenant shall use, at Tenant's cost, a pest extermination contractor with sufficient frequency to keep the Demised Premises reasonably free of pests.

10. Tenant shall not burn trash or garbage in or about the Demised Premises, the Office-Retail Property, or within one mile of the outside radius of The Office-Retail Property.

11. Tenant shall not place, suffer or permit displays, decorations, or shopping carts on the sidewalk in front of the demised premises or upon any common areas of the Office-Retail Property.

12. Tenant agrees at all times to maintain the heating and air conditioning in the Demised Premises in good repair.

Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Demised Premises and the Office-Retail Property. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations and amendments thereof, provided the same shall apply uniformly to all Tenants of the Office-Retail Property.

44. ENTIRE AGREEMENT: This Lease and the Exhibits attached set forth the entire agreement between the parties. All prior representatives, whether written or oral, are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed.

45. LANDLORD'S LIABILITY: If Landlord shall fail to perform any obligation of Landlord under this lease, Tenant shall give written notice of such failure to Landlord, who shall thereafter have ten (10) days to cure such default, or if such default cannot be cured in ten (10) days, such longer period of time as may be reasonably required for Landlord to diligently pursue such cure to completion. If Landlord shall not cure such default within the time periods set forth above, Tenant shall thereafter have the right to effect such cure and pay the reasonable cost thereof, which cost shall be promptly reimbursed to Tenant by Landlord. No default by Landlord hereunder shall give Tenant the right to modify or terminate this Lease or reduce, offset or diminish the Rent due hereunder. Anything in this Lease to the contrary

notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Office-Retail Property of which the Demised Premises is a part, and the subject to prior rights of any mortgagee of the premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with the respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies. In the event Landlord transfers this Lease, except as collateral security for a loan, upon such transfer Landlord will be released from all liability and obligations hereunder, provided that the transferee assumes the obligation hereunder.

46. ESTOPPEL CERTIFICATES: Tenant shall, within ten (10) days after request from Landlord, execute, acknowledge and deliver to Landlord a sworn, written statement regarding the status of the Lease, including the space occupied, the rental paid hereunder, and whether any defaults, off-sets or defenses exist in connection herewith. Exhibit "E" sets forth an example Estoppel Certificate form previously used in connection with similar properties to the Premises by Landlord.

47. ATTORNEY-IN-FACT: Tenant, upon request of any party interest, shall execute promptly such instruments or certificates to carry out the intent of Paragraphs 34, 42, and 46 above as shall be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authorization to execute and deliver in the name of Tenant any such instruments or certificates. Landlord's authority hereunder shall accrue if, within fifteen (15) days after the date of a written request by Landlord to execute such instruments, Tenant shall not have executed the same.

48. NOTICE OF MORTGAGE: If the Demised Premises or any part thereof or premises of which the Demised Premises are a part are at any time subject to a first mortgage or a first deed of trust and this Lease or the rentals are assigned to such mortgagee, trustee or beneficiary and the Tenant is given written notice thereof, including the post office address of such assignees, then the Tenant shall not terminate this Lease for any default on the part of the Landlord without first giving written notice to such assignee, specifying the default in reasonable detail, and affording such assignee a reasonable opportunity to make performance for and on behalf of the Landlord.

49. RELATIONSHIP OF PARTIES: The relationship of Landlord and Tenant as established by this Agreement of Lease is that of Landlord and Tenant, and the Tenancy hereby created is a mere usufruct and not an estate for years. None of the language or terminology of this Lease shall be construed to create any other form of relationship between Landlord and Tenant.

50. NO PARTNERSHIP: Landlord shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Tenant or any party associated with Tenant in the conduct of its business or otherwise.

51. TENANT SECURITY: Tenant is responsible for its own security measures.

52. HAZARDOUS MATERIAL: Tenant, its employees, contractors, invitees or assigns shall not deliver, introduce, store, spill, contaminate or dispose of any hazardous or toxic material of whatever nature at the Demised Premise, the Building which the Demised Premises are a part or the land upon which the Demised Premises is located. In the event that hazardous or toxic material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers are found to be present at the Demised Premises (or land upon which the Demised Premises are located), Landlord may, in Landlord's sole discretion, terminate this Lease by 10 day prior written notice and Tenant shall promptly vacate the Premises.

53. AGENTS DISCLOSURE AND COMMISSION: Landlord agrees to pay Peter Watson Commercial Real Estate, Inc. ("Agent") as compensation for services rendered in procuring this Lease, \$0.00, and in addition thereto, 0 % of all rentals thereafter paid by Tenant under this Lease. Agent shall be responsible for the payment of any commission to an outside or cooperating broker with whom it is to share its commission. Agent, in acceptance of the compensation, agrees to enter into a separate commission

agreement with Landlord (and Tenant, if Tenant so elects) releasing Landlord and Tenant from all claims for commission from Agent, or any other broker whatsoever, in connection with this Lease. Landlord and Tenant acknowledge to Agent the full disclosure, timeliness and sufficiency thereof, that L. C. Watson, Jr., sole proprietor of Peter Watson Commercial Real Estate, Inc., a licensed Georgia real estate broker, is a principal in Landlord.

54. NOTICES: Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed (a) if to Landlord,

147 Johnson Ferry Road, LLC
P. O. Box 684416
Marietta, GA 30068.

and (b) if to Tenant, at the address named herein or the Demised Premises; and (c) if to Agent,

147 Johnson Ferry Road
Suite 4110
Marietta, GA 30068.

Each party may designate such other address as shall be given by written notice.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS

LANDLORD

147 Johnson Ferry Road, LLC.

BY:

Please date this signature.

WITNESS

TENANT

Peter Watson Commercial Real Estate, Inc.

Please date this signature.

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being Land Lots 72,73,81 and 82, 1st District, 2nd Section, Cobb County, Georgia, as shown on a Lot Split Plat for LTLT, Inc. prepared by CC Land Surveyors, Inc., dated 01-18-08 and being more particularly described as follows:

Begin at a nail found on the west right-of-way of Johnson Ferry Road (having a variable right-of-way) 805.52 feet north from the intersection with the north right-of-way Paper Mill Road (having a 60 foot right-of-way);

Thence leaving the right-of-way South 85 degrees 14 minutes 09 seconds West a distance of 151.33 feet to the "P-K" nail located on a private drive;

Thence North 05 degrees 33 minutes 24 seconds West a distance of 167.37 feet to a ½" iron pin;

Thence South 89 degrees 46 minutes 05 seconds East a distance 149.75 feet to a ½" iron pin on the variable right-of-way of Johnson Ferry Road;

Thence along a curve on the said right-of-way having a radius of 7584.94 feet subtended by a chord bearing of South 06 degrees 25 minutes 24 seconds East having a chord length of 154.38 feet and an arc length of 154.38 feet to the Point of Beginning;

Said tract or parcel of land contains 24,184 square feet or 0.55 acres of land, more or less.

EXHIBIT "C"
SIGN CRITERIA

1. All Signs must be approved in writing by Landlord prior to installation.
2. All signs shall be manufactured and installed by an approved sign company first approved by Landlord and meet all the applicable zoning and other ordinances of the local governing authorities having jurisdiction over the Premises.

EXHIBIT "D"
G U A R A N T Y

The undersigned ("Guarantor"), in consideration of Landlord entering into the Lease dated _____ with Tenant, and to induce Landlord to enter into the Lease, does hereby unconditionally guarantee to Landlord and the successors and assigns of Landlord, the full and punctual performance and observance by Tenant of all the terms, covenants and conditions of the Lease to be performed or observed by the Tenant. This Guaranty shall include any liability of Tenant which shall accrue under the Lease for any period preceding as well as during and following the term specified in the Lease. Guarantor further agrees to pay all expenses, including attorney's fees, paid or incurred by Landlord, or the successors or assigns of Landlord, in the enforcement of the Lease or this Guaranty. Guarantor waives any notice of any breach or default by Tenant.

If, at any time, default shall be made by Tenant in the performance or observance of any of the terms, covenants or conditions of the Lease to be performed or observed by Tenant, Guarantor will keep, perform, and observe such terms, covenants or conditions, in place and stead of Tenant.

Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to and without releasing the obligations hereunder of Guarantor.

The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of security given for the performance and observance of the terms covenants, and conditions of the Lease, but, in case of any such modification, the liability of the undersigned shall be deemed modified in accordance with the terms of any such modification of the Lease.

The liability of Guarantor hereunder shall in no way be affected by (1) the release or discharge of Tenant in any creditors' receivership, bankruptcy, or other proceedings; (2) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future bankruptcy or other statute or from the decision of any court; (3) the rejection or disaffirmance of the Lease in any such proceedings; (4) the assignment or transfer of the Lease by Tenant; (5) any disability or other defense of Tenant; or (6) the cessation from any cause whatsoever of the liability of Tenant.

Until all the terms, covenants, and conditions in the Lease to be performed or observed by Tenant are fully performed or observed, Guarantor (1) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (2) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (3) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

Guarantor hereby waives for itself and it's family all homestead rights and rights under which property is or may be declared exempt from levy for the purpose of the enforcement of this Guaranty.

This Guaranty shall apply to the lease, any extension or renewal thereof and to any holdover term following the term hereby granted or any extension or renewal thereof.

This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

IN WITNESS WHEREOF, Guarantor(s) has set his hand and seal this ____ day of _____, 19____

Notary Public
Date _____

EXHIBIT "E"
ESTOPPEL LETTER

EXAMPLE

("Purchaser")
c/o George Maynard
Peterson, Dillard, Young, Self & Asslin
Suite 1100
230 Peachtree Street, NE
Atlanta, GA 30303

RE: PROPERTY,
_____ County, Georgia ("Project")

Gentlemen:

("Tenant") currently leases space in suite _____
of the Project named above pursuant to that certain Lease Agreement dated _____
(the "Lease"), between _____ ("Landlord") and Tenant. Tenant understands that,
in reliance on this letter, Purchaser is making certain agreements with respect to the Lease.

Tenant hereby acknowledges and agrees that:

1. The documents attached hereto constitute a complete and accurate copy of the Lease and there are no other amendments or agreements to which Tenant is a party which are binding upon Tenant and relate to the Property other than as expressly set forth in the Lease.

2. To the best of Tenant's knowledge, no uncured breaches or defaults exist under the Lease, no facts or circumstances exist which with the passage of time will constitute a breach or default under the Lease and no offsets, defenses, or claims are presently available to Landlord or Tenant under the Lease, except as noted here:

3. Tenant has paid all rent due under the Lease through _____, 19____, and there are no other charges due of any nature or sort from Tenant under or in connection with the Lease.

4. Tenant has not assigned all or any part of its interest in and to the Lease. The term of the Lease commenced on _____ and ends on _____.

5. Tenant has not expand the Premises leased under the Lease or exercise any other rights which Tenant has or might have under the Lease.

6. The undersigned is duly authorized to execute and deliver this certificate for and on behalf of Tenant.

Tenant hereby acknowledges that Purchaser, its agent, successors and assigns shall be entitled to rely on the truth and accuracy of the foregoing certifications made by Tenant. Tenant further hereby agrees for a period of thirty (30) days from the date hereof to notify Purchaser in writing at their address set forth hereinabove of any changes in the truth and accuracy of any of the certifications contained herein promptly upon Tenant's learning of each such change.

Dated this _____ day of _____

Very truly yours,

The duly authorized _____ of Tenant

EXHIBIT "F"
TENANT IMPROVEMENTS

If Landlord or Tenant shall construct Tenant Improvements work upon the Demised Premises at any time during the Term hereof, such work shall conform to minimum Building Standard's of Landlord. Landlord shall have the right, but not the obligation, to approve all Tenant Improvement work completed in the Demised Premises and to reasonably accept or reject the work in Landlord's sole discretion.

LANDLORD'S BUILDING STANDARD defined:

FIRE SPRINKLERS: R-13 rated system with sprinkler heads located to Cobb County Fire Marshall approved standards.

HEATING, VENTILATION AND AIR-CONDITIONING: Metal and fibrous flexible ductwork suitable for split, above ceiling hung units. Supply and return grills of Landlord's sole discretion served by a soft-zoned split air conditioning system with individual thermostats. Gas fired heat, if available.

PARTITIONS: ½" gypsum wallboard on 24 gauge galvanized steel metal framing, studs 16" on center, from sub floor to ceiling. Wall height 8'-6". Demising walls shall be type 'X', 5/8" fire rated gypsum wall board from sub floor to deck above on similar framing.

CEILING: 2' x 4' aluminum white ceiling grid with USG 725 Plateau brand lay-in tiles.

LIGHTING: 1 - 2' x 4' plastic lens, 120VAC ballast fluorescent lighting fixtures per 88 rentable square feet.

CARPET: 28 ounce, glue down level loop or cut pile carpeting over concrete floor.

DOORS & TRIM: Wood, pre-hung, paint grade, 6-panel colonial doors in 'Howe' paint grade casing. 4" paint grade colonial wood baseboards. All hardware shall be bright brass finish, Schlage Georgian.

INTERIOR FINISHES: 2 coats of flat latex wall paint, Sherwin Williams Promar 400 grade, on all partitions. 2 coats of semi-gloss latex trim paint, Sherwin Williams Classic 99, on all wood surfaces.

BATHROOMS: Handicap accessible elongated porcelain toilet and bracketed wall mounted porcelain sink with p-trap insulation. Chrome finishes lever action trim. One chrome toilet paper holder per toilet. One chrome paper towel dispenser and wall mounted mirror per bathroom.

KITCHENETTES: Chrome finish lever action trim on chrome single bowl sink. Roll top plastic laminate counter tops over carpenter assembled base cabinets for the full length of counter top.

EXHIBIT "F"
TENANT IMPROVEMENTS

No Construction by Landlord. All Tenant Improvements by Tenant at Tenant's expense prior to occupancy.