

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "Agreement") is entered into this ____ day of _____, 2017 (the "Effective Date"), by and between **JHJ 4800 ASHFORD, LLC and RBC 4800 ASHFORD, LLC**, and its successor **THE CITY OF DUNWOODY**, (as "Landlord"); and **ATLANTA COMMUNITIES REAL ESTATE BROKERAGE, LLC.**, (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Office Lease Agreement dated September 1, 2014, (the "**Original Lease**"), hereinafter collectively referred to as the "Lease"), whereby Landlord leases to Tenant certain office space consisting of an aggregate of approximately 44,622 rentable square feet of space in the building commonly known as 4800 Ashford Dunwoody Road, NE, located at 4800 Ashford Dunwoody Road, NE, Atlanta, Georgia 30338 (the "**Building**"), comprised of approximately 5,333 rentable square feet of space on the Second (2nd) Floor of the Building, commonly known as Suite 200 (the "**Suite 200**") referred to herein as the "**Premises**", for a term that commenced on September 1, 2014 and is scheduled to expire on December 31, 2019 (the "**Term**");

WHEREAS, the parties agree to terminate the Lease early, effective on or before April 30, 2017 (the "**Termination Date**"), as is more particularly described herein;

NOW THEREFORE, in consideration of the above premises, and the mutual promises contained herein, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, the capitalized terms used in this Agreement shall have the same definitions set forth in the Lease.
2. Effective Date. Unless otherwise set forth herein, the agreements contained herein shall be effective as of the Effective Date of this Agreement.
3. Tenant Representations. Tenant warrants and represents that Tenant has not assigned the Lease or sublet the Premises at any time prior to the Effective Date hereof.
4. Termination. Effective upon the execution of this Agreement by Tenant and Landlord, the Lease shall be terminated effective 6:00 p.m. on the Termination Date as if the Term expired on the Termination Date set forth in this Agreement, rather than upon the expiration of the Term of the Lease. Except as otherwise provided in this Agreement, the parties shall be and remain liable for all monetary and non-monetary obligations that shall accrue under the Lease through the Termination Date. All obligations of the parties under the Lease that the Lease expressly provides shall survive the expiration of the Lease, shall also survive the termination of the Lease.

Costs related to Termination/Termination Penalty. In consideration for the early termination of the Original Lease as described above, Landlord shall pay to Tenant \$129,000 (One hundred twenty-nine thousand dollars and no cents) ("Termination Penalty"), to fully compensate Tenant for all its costs, expenses, and any other charges directly related to the relocation of Tenant's offices located at the Premises, which costs/charges shall include, but not limited to: (i) Tenant's estimated out of pocket expenses, (ii) the rent differential between the Tenant's new premises and its Premises; (iii) Reimbursement of Tenant's relocation costs, including but not limited to: Moving costs, IT

expenses, and stationary and (iv) the full cost of disrupting Tenant's business. In addition, Landlord will fully abate Tenant's Base Rental (including escalations) between January 1, 2017 and April 30, 2017. Tenant will receive from the Landlord the Termination Penalty and Tenant's entire Security Deposit within five business days after the Termination Date, subject to the Tenant fully relocating from the Premises on or before April 30, 2017. Subject only to the gross negligence of the Landlord, Tenant agrees that the Landlord may reduce the Termination Penalty by \$460 (Four hundred sixty dollars and no cents) for each day beginning on May 1, 2017 that Tenant remains in the Premises. Beginning June 1, 2017, the Landlord may reduce the Termination Penalty by \$613 (Six hundred thirteen dollars and no cents) for each day that the Tenant remains in the Premises.

5. Rights and Options. In consideration of the early termination of the Lease, effective as of the Effective Date of this Agreement, the following rights and options of Tenant under the Lease are hereby terminated and shall be of no further force or effect: (i) any right of Tenant to assign the Lease or sublet the Premises under Article II of the Original Lease or any other provision of the Lease; (ii) any right of Tenant to make any Alterations or Cosmetic Changes under Article IV of the Original Lease or any other provision of the Lease, except to the extent permitted by Paragraph 6 of this Agreement; (iii) the option to renew or otherwise extend the Term of the Lease; (iv) all monument signage rights contained in Paragraph 3 of the Special Stipulations, and all monument and other signage rights contained in any other provision of the Lease; and (v) all options and other provisions to expand the Premises or otherwise lease additional space in the Building.

6. Access to Premises. For the period of time commencing after the Termination Date (the "Access Period"), Landlord shall have full access to and discretion over the Premises. Prior to the commencement of the Access Period, Tenant shall, at Tenant's expense, remove all furniture, fixtures and equipment located within the Premises in order to facilitate Landlord's access to the Premises during the Access Period. Landlord reserves the right, upon not less than ten (10) days' prior written notice to Tenant, to terminate Tenant's right to possession of the Premises at any time during the Access Period; in such event, Tenant shall remain responsible for the payment of (i) Base Rent; (ii) Tenant's Proportionate Share of increases in Operating Charges and Real Estate Taxes accruing under the Lease through the Termination Date, including estimated monthly payments thereof, and any additional amounts owed by Tenant under the Original Lease; and (iii) any interest and late charges applicable under the Lease for Tenant's late payment of such amounts, but Tenant shall have no responsibility for any other monetary obligations, or for any of the non-monetary obligations, of Tenant accruing under the Lease from and after any such termination.

7. Addresses for Notices. The parties' addresses for notices set forth in the Lease are hereby deleted; the following addresses shall be substituted therefor; and all other and further notices forwarded to the parties shall be addressed as follows:

If to Landlord: **THE CITY OF DUNWOODY**
 Attn: Eric Linton
 City Manager
 City of Dunwoody
 41 Perimeter Center East
 Suite 250
 Dunwoody, GA 30346

with copies to:

To Tenant: **ATLANTA COMMUNITIES REAL ESTATE BROKERAGE, LLC.**
 Attn: Judson Adamson
 President and CEO
 4800 Ashford Dunwoody Rd
 Suite 200
 Atlanta, GA 30338

8. Lender Approval. N/A
9. Agency Disclosure. Colliers International – Atlanta, LLC ("**Landlord's Authorized Broker**") represent the Landlord's interests in connection with this transaction, and to the extent that any compensation is owed to Landlord's Authorized Brokers in connection with the transaction documented by this Agreement, such compensation shall be paid by Landlord pursuant to a separate agreement executed by and among Landlord and Colliers International – Atlanta, LLC prior to the Effective Date hereof. Tenant has been represented by N/A ("**Tenant's Authorized Broker**"), and, to the extent that any compensation is owed to Tenant's Authorized Broker in connection with the transaction documented by this Agreement, such compensation shall be paid by Tenant. Each party warrants and represents that it has had no dealings with any broker in connection with the negotiation or execution of this Agreement other than Landlord's Authorized Brokers and Tenant's Authorized Broker, and each party will indemnify, defend, and hold the other party harmless from and against, any brokerage or leasing commission or finder's fee claimed to be owed to any party other than Landlord's Authorized Brokers or Tenant's Authorized Broker in connection with this Agreement.
10. Multiple Counterparts: Electronic Signatures. This Agreement supersedes all previous communications and may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this Agreement may be executed by electronic signatures and may be delivered electronically by either party to the other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the executed original had been received.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have sealed and executed this Agreement as of the Effective Date stated above.

"LANDLORD":

THE CITY OF DUNWOODY

By: _____

Name/Title:

Date: _____

"TENANT":

ATLANTA COMMUNITIES REAL ESTATE BROKERAGE, LLC.

By: Judson Adamson

Judson Adamson, President/CEO

Date: 1/30/2017

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By: Judson Adamson

Judson Adamson, President/CEO

Date: 1/30/2017