

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (the "**Agreement**") is entered into this ____ day of _____, 2016 (the "Effective Date"), by and between **THE CITY OF DUNWOODY**, as successor in interest to **JHJ 4800 ASHFORD, LLC and RBC 4800 ASHFORD, LLC**, successors in interest to **4800 ASHFORD DUNWOODY ROAD, LLC**, (as "Landlord"); and **THE LAW OFFICES OF WILLIAM A. HEATH JR. P.C.**, (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Office Lease Agreement dated February 27, 2013 (the "**Original Lease**"), as amended by the First Amendment to Lease Agreement dated November 28, 2016 (the "**First Amendment**"; the Original Lease and the First Amendment are 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 2,042 rentable square feet of space on the First (1st) Floor of the Building, commonly known as Suite 130 (the "**Suite 130 Space**") referred to herein as the "**Premises**", for a term that commenced on April 1, 2013 and is scheduled to expire on April 30, 2018 (the "**Term**");

WHEREAS, the parties desire to terminate the Lease early, effective March 31, 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, and subject to the contingency for Lender approval set forth below, 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.

5. Rights and Options/Consideration. In consideration of the early termination of this Lease Agreement and for other valuable consideration, effective as of the Termination Date, as set forth in 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 ; (ii) any right of Tenant to make any Alterations or Cosmetic Changes to the Premises ; (iii) the option to renew or otherwise extend the Term of the Lease ; (iv) all monument signage rights ; and (v) all options and other provisions to expand the Premises or otherwise lease additional space in the Building.

Subject to the Tenant vacating the Premises and executing this Lease Termination Agreement; and as further described herein, Landlord agrees to pay Tenant, in a combination of abated rent and cash ("Termination Penalty"), an amount equal to \$116,500. The abated rent amount shall be calculated for the period from January 1, 2017 through March 31, 2017 with the balance of Termination Penalty paid in cash. Landlord's Termination Penalty payment to Tenant will occur on the later of March 31, 2016 or within seven days of Landlord receiving Tenant's written notice of its move out date, and the Landlord's reasonable acceptance of the vacated Premises. The Termination Penalty will not change based on Tenant's relocation prior to March 31, 2017. Should Tenant remain in the Premises beyond March 31, 2017 for any reason, except for Landlord's gross negligence, the Termination Penalty will be reduced by One thousand five hundred dollars (\$1500) for each day starting on April 1, 2017 that Tenant remains in the Premises. Landlord reserves all of its legal rights and options for removing Tenant under Georgia law should Tenant remain in the Premises beyond March 31, 2017.

6. Access to Premises. During the period of time commencing on the Effective Date of this Agreement and expiring on the Termination Date (the "Access **Period**"), Landlord and its contractors, with prior reasonable written notice to Tenant, shall have limited access to the Premises. Prior to the Commencement Date, Tenant shall, at Tenant's expense, remove all furniture, fixtures and equipment located within the Premises.

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: City Manager, City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

To Tenant: **THE LAW OFFICES OF WILLIAM A. HEATH JR. P.C.**
1275 Shiloh Road NW
Suite 2230
Kennesaw, Georgia 30144
Attention: Mr. William A. Heath, Jr.

8. 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, to the extent permitted by law, 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 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.

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":

**THE LAW OFFICES OF WILLIAM A. HEATH JR.
P.C.**

By:  _____, PRES.

William A. Heath, Jr.

Date: 12/31/2016