

ATLANTA FEDERAL CENTER  
LEASE NO. GS-04B-34033  
SUPPLEMENTAL LEASE AGREEMENT NO. 3

THIS SUPPLEMENTAL LEASE AGREEMENT NO. 3 made and entered into this 1<sup>st</sup> day of May, 1998 by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ATLANTA (hereinafter referred to as the "Lessor") and the UNITED STATES OF AMERICA, acting by and through the Administrator of the General Services Administration (hereinafter referred to as the "Government")

WITNESSETH THAT:

WHEREAS, the Lessor and the Government entered into that certain Lease Agreement, dated December 22, 1993 (Lease No. GS-04B-34033) with respect to certain Improvements to be referred to as the Atlanta Federal Center (such Lease Agreement hereinafter referred to as the "Lease");

WHEREAS, Article 13.2, Paragraph (f) of the Lease directs a Supplemental Lease Agreement to be jointly executed at the time of Acceptance by the Government of the Final Phase, incorporating those Evaluation Proposals and/or Change Order Requests accepted by the Government;

WHEREAS, the Lease directs the determination of savings with respect to the construction of the Improvements ("Government Construction Savings") which may be payable to the Lessor pursuant to the Construction Management Agreement or as deposited with the Trustee pursuant to Article 13.3, Paragraph (b);

WHEREAS, Article 5.6, Paragraph (b) specifies the execution of a Supplemental Lease Agreement establishing the Government's Acceptance of the Phases and Improvements as Substantially Complete;

WHEREAS, Certain modifications, as set forth in Section VI, to the original Lease Contract (hereinafter referred to as the "Lease Amendment") are hereby incorporated and made an enforceable part of the Lease;

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Change Orders No. 1 through 14, are made a part of the Lease by this reference and shall remain in full force and effect.

2. Early Acceptance Dates for Phases I through V occurred as follows, and hereby amends Exhibit D of the Lease:

PHASE	DESCRIPTION	NET OSF	ACTUAL EARLY ACCEPTANCE DATE
I	Flrs 9-15, Partial 16 <sup>th</sup> flr, Tower	265,935	6/15/96
II	Parking Deck		8/26/96
III			
a	Flrs 17-19 Tower, Balance 16 <sup>th</sup> flr, Tower	118,374	9/04/96
	Randolph Sheppard, Main Lobby, Tower	705	10/09/96
b	6 <sup>th</sup> flr, Partial 5th 1924 Building	53,541	10/17/96
c	3 <sup>rd</sup> , 4 <sup>th</sup> , Balance 5 <sup>th</sup> . 1924 Bldg	71,987	10/25/96
c.1	Partial 2 <sup>nd</sup> flr, 1924 Bldg	4,283	11/19/96
d	Health, Fitness, Conference Center, Balance 2 <sup>nd</sup> floor 1924 Building	<u>46,200</u> 295,090	01/28/97
IV			
a	6 <sup>th</sup> , 7 <sup>th</sup> Flrs, Tower, Connector, Midrise	148,032	12/01/96
b	8 <sup>th</sup> flr, Tower Flrs 8-10, Midrise	92,682	12/20/96
c	8 <sup>th</sup> flr, Connector	<u>17,981</u> 258,695	01/15/97

PHASE	DESCRIPTION	NET OSF	ACTUAL EARLY ACCEPTANCE DATE
V			
a	20 <sup>th</sup> , 21 <sup>st</sup> flr, Tower	69,953	01/09/97
b	22 <sup>nd</sup> flr, Tower	35,017	01/17/97
	23 <sup>rd</sup> flr, Tower	35,737	01/23/97
c	Flrs 3-5, Tower, Connector, Midrise	172,254	02/07/97
	Basement, 1924 Bldg	24,489	02/07/97
d	24 <sup>th</sup> flr, Tower	35,603	02/11/97
e	2 <sup>nd</sup> flr, Midrise	19,389	02/27/97
	Lobby, 1924 Bldg	13,244	02/28/97
	Childcare	21,682	03/03/97
	Basement, Midrise, Connector	6,533	02/28/97
	Cafeteria, Forsyth		
	Retail	<u>28,838</u>	02/28/97
		<u>462,739</u>	

The "Phase Commencement/Phase Delivery Dates" for Phases I through V remain as stated in Exhibit D. Furthermore, it is noted and agreed that the Conference Center, Cafeteria and Mail Room were delivered as identified above. It also noted and agreed that the Lessor, acting through the Construction Manager, has been allowed full use and occupancy of the Infill area of the 1924 Building through December 1, 1997. The Government will not pay Early Delivery Rent on the Infill area, which measures approximately 6,166 net occupiable square feet.

3. Final Completion/Determination of Government Construction Savings - (a) It is hereby noted and agreed that final completion of all punchlist items, and subsequently final completion of the Project, shall include full lien waivers, general releases, certificates and other documents as may be required to demonstrate that all payrolls, bills for materials and equipment, and other indebtedness and liabilities have been satisfied.

(b) It is also noted and agreed that Final Completion of the Project shall include full CAD drawings on CDs, subject to approval by the Contracting Officer.

(c) It is also hereby acknowledged that the final Certificate of Occupancy and all necessary permits have been issued and received.

(d) At such time the entire project and all punch list items are finally complete, Government Construction Savings shall be determined. Lessor, acting through the Construction Manager, shall submit to the Government a full and final accounting showing the total Cost of the Work. Government Construction Savings shall be determined, allocated and disbursed as identified in the First Supplemental Indenture of Trust and the Final Completion Letter of Instructions, each dated May 7, 1998.

4. Article II, "Lease of Premises," Section 2.4 (f), is hereby amended by adding the following:

Notwithstanding anything herein to the contrary, the Government shall make provision for the payment of the insurance premium required to maintain insurance coverage by making monthly payments on April 1 of each year, beginning April 1, 1998, and continuing on the first day of each month thereafter through March 1 of the following year, in an amount equal to 1/12<sup>th</sup> of the amount which the Trustee estimates, upon consultation with the Insurance Consultant and any successor to such Insurance Consultant retained to provide such service, will be payable as the insurance premium for the insurance coverage for the Lease Year (or such longer period as determined in accordance with Section 2.4(f) of the Lease); provided, however, that the payment made on March 1 of each year shall be sufficient to enable the Trustee to pay the insurance premium coming due for insurance coverage for the next Lease Year (or such longer period as determined in accordance with Section 2.4(f) of the Lease). In addition, the Trustee shall only be required to provide a notice describing the competitive process for the insurance coverage at the time the Trustee obtains any quotes for new coverage periods.

5. Article III, "Services," Section 3.3, is hereby amended as follows:

The Government shall be responsible at its expense for the management and operation of the Premises, to include the operation of all HVAC systems. Lessor, acting through the Construction Manager, shall cause the applicable Authorized Lessor Representative to train such personnel of the Government as the Government may reasonably designate in such operation and management at Lessor's (or such Authorized Lessor Representative's) expense. Nothing contained herein shall be deemed a waiver of any applicable warranties.

6. Article IV, "Insurance and Bonds," Section 4.1 (d), is hereby amended and restated as follows:

Certificates of insurance and copies of the applicable policies shall be submitted to the Government by Lessor prior to the initiation of construction of any Improvements on the Premises and on each anniversary of the Acceptance Date for the Final Phase verifying the amount of insurance, the terms of coverage, the terms of reinsurance, and the name of the Government as a certificate holder on the Builder's Risk Policy and the All Risk Policy. The insurance policies described in this Section 4.1 shall at all times be maintained with an insurance company rated "AA", as rated by Standard & Poor's Corporation, or "Aa" as rated by Moody and Bestor's Service, Inc., or if there are no insurance companies so rated, with an insurance company rated at the highest levels then possible without compromising the competitive procurement policies contemplated by Section 2.4(f) above. The Lessor agrees to implement competitive procurement policies as contemplated by Section 2.4(f) of the Lease Contract, to the fullest extent possible, to procure the best value for the Government while not prejudicing the interests of the Bondholders.

7. Attachment A entitled "Atlanta Federal Center Lease Amendment, Volumes 1, 2, 3, 4, and 5" shall represent modifications to the original Lease Contract; specifically, modifications are made to the following Requirements and Specifications:

ARCHITECTURAL SPECIFICATIONS

- A. KPF Specifications dated 9/1/93, Volumes 1-3
- B. Modifications to KPF Specifications, Volumes 1-3

GSA REQUIREMENTS AND SPECIFICATIONS

- A. General
  - Introduction Parts I and II
  - Requirements and Specifications
- B. Facility Standards
  - Chap. 5 Mechanical Engineering
  - Chap. 6 Electrical Engineering
  - Chap. 7 Fire Protection Engineering
  - Chap. 14 Physical Security
- C. Building Specifications
  - DIV. 14 Elevators
  - DIV. 15 Mechanical
  - DIV. 16 Electrical
- D. GSA Amendments
  - Amendment No. 1, dated July 6, 1993

8. OTHER ACKNOWLEDGEMENTS The Government and Lessor further acknowledge and agree that nothing contained herein shall be deemed to modify any provision or section of the Lease that limits the rights of one party against the other, including without limitation Section 9.6.

EXCEPT AS AMENDED HEREIN, the Lease remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Lease Agreement No. 3 as of the date included herein.

LESSOR:

THE DOWNTOWN DEVELOPMENT AUTHORITY OF  
THE CITY OF ATLANTA

By: *Bill O'Neil*

Its: \_\_\_\_\_

THE GOVERNMENT:

THE UNITED STATES OF AMERICA

By: *Michael E. Roper*

Michael E. Roper  
Contracting Officer