

**ATLANTA FEDERAL CENTER
LEASE NO. GS-04B-34033
SUPPLEMENTAL LEASE AGREEMENT NO. 4,
(AMENDING SUPPLEMENTAL LEASE AGREEMENT NO. 1)**

THIS SUPPLEMENTAL LEASE AGREEMENT NO. 4 made and entered into as of the 1st 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 has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia and, in particular, the Downtown Development Authorities Law of Georgia (O.C.G.A. § 36-42-1 *et seq.*, as amended) (the "Act") and is now existing and operating as a public body corporate and politic and an instrumentality of the City of Atlanta; and

WHEREAS, in accordance with the applicable provisions of the Act, the Lessor, in furtherance of the public purpose for which it was created, issued \$260,500,000 in aggregate principal amount of Downtown Development Authority of the City of Atlanta Taxable Lease Revenue Bonds (Atlanta Federal Center Project), Series 1993 (the "Bonds") to provide funds for the development of certain facilities in the central business district of the City of Atlanta, which facilities and its adjacent parking structure (the "Federal Center") provide certain office space for lease to the Government; and

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

WHEREAS, Exhibit B of the Lease directs that the amount of rental necessary to pay the debt service on the bonds be detailed in a first Supplemental Lease Agreement to the Lease; and

WHEREAS, the Lessor and the Government entered into a Supplemental Lease Agreement No. 1, dated May 9, 1996, to detail the rental payments to be made by the Government pursuant to the Lease; and

WHEREAS, the Authority has requested that Attachment A to such Supplemental Lease Agreement No. 1 be revised in order to correct certain inconsistencies in the rental

payments from the rental payments contemplated by Section 2.4(a) of the Lease as originally executed; and

WHEREAS, the Lessor and the Government now desire to amend such Supplemental Lease Agreement No. 1 with this Supplemental Lease Agreement No. 4, in order to attach a new Attachment A which conforms to the requirements of Section 2.4(a) of the Lease;

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

1. **Attachment A attached hereto entitled "Annual and Monthly Rental Payment Schedule"** shall represent the annual and monthly rental schedule, detailing the exact amount of rent to be paid by the Government pursuant to Paragraph 2.4 and Exhibit B of the Lease, with the exception of Insurance Rent. These calculations shall be effective beginning October 1, 1996, to be paid in arrears. The Insurance Rent, shall be calculated as set forth in Section 2.4 (f) of the Lease, as amended by that certain Supplemental Lease Agreement No. 3, dated as of May 1, 1998, between the Lessor and the Government..

Notwithstanding anything herein to the contrary, to the extent that any monies are transferred from the capitalized interest account, the cost of issuance account, the construction fund or the excess rent fund to the bond fund (all created with respect to the Bonds) to be applied toward the payment of principal and/or interest on the Bonds, the Government shall receive a credit for such amounts against its payment of rent pursuant to Section 2.4(a) of the Lease.

In addition, to the extent that amounts of \$1,000 or more remain on deposit in the bond fund relating to the Bonds immediately after the semi-annual payments of interest or principal and interest (i.e. each February 1 and August 1, beginning August 1, 1998) on the Bonds, then the Authority shall cause the Trustee to provide the Government with written notice of such amount by such February 15th or August 15th, as the case may be, and the Government shall receive a credit for such amounts against its payment of rent for the next succeeding month.

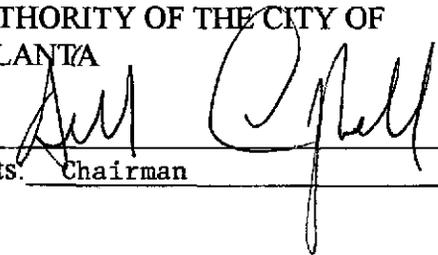
2. **Other Acknowledgments**. The Government and the Lessor further acknowledge and agree that nothing contained herein shall be deemed to modify or amend any provision or section of the Lease other than as set forth in this Supplemental Lease Agreement No. 4.

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

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Lease Agreement No. 4 as of the date included herein.

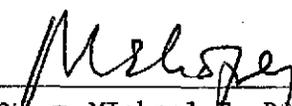
LESSOR:

THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
ATLANTA

By: 
Its: Chairman

THE GOVERNMENT:

THE UNITED STATES OF AMERICA,
acting by and through the Administrator of
the General Services Administration

By: 
Name: Michael E. Roper
Title: Contracting Officer