

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

ATLANTA FEDERAL CENTER

LEASE NO. GS-O4B- 34033

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TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE I. Definitions..... | 2 |
| 1.1 Definitions..... | 2 |
| Glossary..... | 13 |
| ARTICLE II. Lease of Premises | 14 |
| 2.1 Lease of Premises | 14 |
| 2.2 Initial Term..... | 14 |
| 2.3 Renewal Term | 14 |
| 2.4 Rent..... | 15 |
| 2.5 Purchase Option | 16 |
| 2.6 Use..... | 18 |
| 2.7 Quiet Enjoyment; Title Insurance | 18 |
| 2.8 Inspection of Premises | 19 |
| 2.9 Taxes..... | 19 |
| 2.10 Condemnation..... | 19 |
| 2.11 Scoring..... | 21 |
| 2.12 Appraisal Procedure..... | 21 |
| ARTICLE III. Services..... | 22 |
| 3.1 Services | 22 |
| 3.2 Utilities | 22 |
| 3.3 Management and Operation | 23 |
| 3.4 The Government's Maintenance Responsibilities..... | 23 |
| 3.5 Lessor Repair Responsibilities..... | 23 |
| ARTICLE IV. Insurance and Bonds..... | 24 |
| 4.1 Insurance | 24 |
| 4.2 Performance and Payment Bonds | 26 |
| ARTICLE V. Construction | 26 |
| 5.1 Occupancy..... | 26 |
| 5.2 Liquidated Damages | 27 |
| 5.3 Warranty of Construction..... | 27 |
| 5.4 Responsibility for Design and Construction..... | 30 |

| | |
|---|-----------|
| 5.6 Final Completion..... | 31 |
| 5.7 Delivery of Schedules and Plans..... | 31 |
| 5.8 Access Prior to Acceptance..... | 31 |
| ARTICLE VI. Parking..... | 32 |
| 6.1 General..... | 32 |
| 6.2 Risk of Loss..... | 32 |
| ARTICLE VII. Landlord's Access | 33 |
| 7.1 Notice..... | 33 |
| 7.2 Interference | 33 |
| 7.3 Security | 33 |
| 7.4 Building Name..... | 33 |
| ARTICLE VIII. General..... | 34 |
| 8.1 Subletting and Assignment..... | 34 |
| 8.2 Successors Bound..... | 34 |
| 8.3 Transfers..... | 34 |
| 8.4 Nondisturbance and Attornment..... | 34 |
| 8.5 Statement of Lease | 34 |
| 8.6 Substitution of Tenant Agency..... | 35 |
| 8.7 No Waiver | 35 |
| 8.8 Integrated Agreement | 35 |
| 8.9 Mutuality of Obligation..... | 36 |
| 8.10 Severability..... | 36 |
| 8.11 Governing Law | 36 |
| 8.12 Rules of Interpretation | 36 |
| 8.13 Authority | 37 |
| 8.14 Notices | 37 |
| 8.15 Standards for Approvals..... | 37 |
| ARTICLE IX. Performance | 38 |
| 9.1 Delivery and Condition | 38 |
| 9.2 Default in Delivery - Time Extensions | 38 |
| 9.3 Progressive Occupancy | 39 |
| 9.4 Effect of Acceptance and Occupancy | 39 |
| 9.5 Failure in Performance | 39 |
| 9.6 Limit on Rights Against the Lessor. | 39 |

GSA Public Buildings Service

12/21/93

| | |
|-----------|------------|
| Initials: | |
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| Lessor | Government |

| | |
|---|-----------|
| 9.7 Other Rights of the Government | 40 |
| 9.8 Fire and Casualty Damage..... | 40 |
| 9.9 Compliance with Applicable Law | 42 |
| 9.10 Alterations | 42 |
| 9.11 Actions by Authorized Lessor Representatives | 43 |
| ARTICLE X. Inspection | 43 |
| 10.1 Inspection - Right of Entry..... | 43 |
| 10.2 Inspection Rules..... | 43 |
| ARTICLE XI. Payment..... | 44 |
| 11.1 Measurement for Acceptance..... | 44 |
| 11.2 Prompt Payment | 45 |
| 11.3 Electronic Funds Transfer Payment | 47 |
| 11.4 Invoice Requirements..... | 48 |
| 11.5 Assignment of Claims..... | 48 |
| ARTICLE XII. Standards of Conduct..... | 49 |
| 12.1 Officials Not to Benefit..... | 49 |
| 12.2 Covenant Against Contingent Fees..... | 49 |
| 12.3 Anti-Kickback Procedures | 50 |
| 12.4 Requirement for Certificate of Procurement Integrity | 51 |
| ARTICLE XIII. Adjustments..... | 52 |
| 13.1 Price Reduction for Defective Cost or Pricing Data..... | 52 |
| 13.2 Proposals for Adjustment..... | 54 |
| ARTICLE XIV. Audits..... | 58 |
| 14.1 Examination of Records by Comptroller General..... | 58 |
| 14.2 Examination of Records by GSA..... | 59 |
| ARTICLE XV. Disputes..... | 59 |
| 15.1 Disputes..... | 59 |
| 15.2 Government Discretion | 59 |
| 15.3 Basic Disputes Procedures | 60 |
| 15.4 Acceptance Disputes..... | 66 |
| ARTICLE XVI. Environmental Protection..... | 68 |

| | |
|--|-----------|
| 16.1 Asbestos and Hazardous Waste Management | 68 |
| 16.2 Compliance | 69 |
| 16.3 Notification | 69 |
| 16.4 Access to Information | 69 |
| 16.5 Condition at Expiration or Termination | 69 |
| 16.6 Baseline Environmental Audits | 70 |
| ARTICLE XVII. Labor Standards | 70 |
| 17.1 Equal Opportunity | 70 |
| 17.2 Affirmative Action for Special Disabled and Vietnam Era Veterans | 71 |
| 17.3 Affirmative Action for Handicapped Workers | 75 |
| 17.4 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era | 76 |
| ARTICLE XVIII. Subcontracting | 77 |
| 18.1 Protecting the Government's Interest When Subcontracting with Lessors Debarred, Suspended, or Proposed for Debarment | 77 |
| 18.2 Subcontractor Cost or Pricing Data | 78 |
| 18.3 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns) | 78 |
| 18.4 Small Business and Small Disadvantaged Subcontracting Plan | 79 |
| 18.5 Liquidated Damages - Small Business Subcontracting Plan | 80 |
| 18.6 Utilization of Women-Owned Small Businesses | 80 |
| ARTICLE XIX. Independent Certifications | 82 |
| 19.1 GSA Form 3518 Certifications | 82 |

GSA Public Buildings Service

12/21/93

Initials:
RS dw
Lessor Government

EXHIBITS

| | |
|------------------|--|
| <u>EXHIBIT A</u> | Notice of Lease |
| <u>EXHIBIT B</u> | Contract Rent Calculations |
| | 1) Base Office Rent Schedule |
| | 2) Insurance Rent |
| | 3) Parking Rent Schedule |
| | 4) Phase Rent Schedule |
| | 5) Renewal Term Base Office Building Rent and Parking Rent |
| <u>EXHIBIT C</u> | Site |
| <u>EXHIBIT D</u> | 1) Description of Phases |
| | 2) Phase Delivery Dates |
| | 3) Final Delivery Date |
| | 4) Tenant Layout Dates |
| | 5) Phase Liquidated Damages |
| | 6) Early Acceptance Dates |
| <u>EXHIBIT E</u> | 1) Plans |
| | 2) GSA Requirements And Specifications |
| | 3) General Allowance Cost Materials |
| | 4) General Allowance Cost (including unit prices for General Allowance Cost Materials) |
| <u>EXHIBIT F</u> | Permitted Title Exceptions |
| <u>EXHIBIT G</u> | [Intentionally Left Blank] |
| <u>EXHIBIT H</u> | Small and Disadvantaged Business Subcontracting Plan |
| <u>EXHIBIT I</u> | Standards for Measurement of Net Occupiable Square Feet |
| <u>EXHIBIT J</u> | Certificate of Procurement Integrity |

EXHIBIT K

Representations and Certifications (GSA Form 3518)

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United States General Services Administration

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this 22nd day of December, 1993 by and between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF ATLANTA (the "Lessor") and the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (the "Government").

WITNESSETH:

WHEREAS, pursuant to Public Law No. 102-393 adopted October 6, 1992, the Administrator of the United States General Services Administration ("GSA") is authorized under Section 210(h) of the Federal Property and Administrative Services Act of 1949, as amended, to lease a building with adjacent parking structure from Lessor on a site in Atlanta, Georgia, bounded by Martin Luther King, Jr. Drive, Spring Street, Alabama Street and Broad Street, including adjacent properties as needed to accommodate the building; and

WHEREAS, in order to revitalize and redevelop the central business district of the City of Atlanta and to develop and promote for the public good and general welfare, trade and commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia, the Lessor has the authority to enter into this Lease pursuant to O.C.G.A. Section 36-42-1 et. seq.; and

WHEREAS, the parties agree that Lessor shall construct the building and other improvements, provided that Lessor may contract with a commercial or private entity to perform the actual construction so long as Lessor remains fully responsible according to the terms hereof; and

WHEREAS, Lessor intends to use competitive procurement procedures to the maximum practical extent in development of the Premises, and shall be solely responsible for such procedures; and

WHEREAS, the parties agree that upon completion, the building, parking structure and site shall be leased directly to the Government by Lessor; and

WHEREAS, the parties agree that the Government shall have the option to purchase the site and all improvements at the end of the Initial Term or any Renewal Term and under certain circumstances during the Initial Term;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the parties hereto agree as follows:

GSA Public Buildings Service

12/21/93

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ARTICLE I. Definitions

1.1 Definitions.

"Accept", "Acceptance", "Accepted", or words of similar import shall mean a determination by the Government made in good faith that the Improvements (or a particular Phase) are Substantially Complete. Any such determination by the Government shall not be unreasonably withheld.

"Acceptance Date" shall mean that date that the Government Accepts a Phase or the Improvements (or is deemed to have Accepted such Phase or Improvements after the resolution of a dispute with respect thereto pursuant to Section 15.3 below). Provided, however, in no event shall the Government be required to Accept a Phase prior to the dates ("Early Acceptance Dates") set forth on the attached Exhibit D.

"Approve", "Approval" "Approved" or words of like import shall mean the express approval in writing of a party to this Lease, or an agent for such party, approving an action or a matter contemplated by this Lease.

"Arbitrator" shall mean a party who has been selected by the Government and the Lessor to perform the arbitration and roles contemplated by Section 15 below. Such selection shall occur prior to the first arbitration under Section 15.4 below. In the event that the Arbitrator named above resigns, dies or is otherwise unable to perform the duties contemplated below, then the Government and the Lessor shall, within two (2) business days of the date of such event, each select and name a party by Notice to the other, and those two parties so named shall, within five (5) business days of the date the last of the two parties is selected, name the Arbitrator. Such Arbitrator shall not have any financial or personal interest in the Improvements and shall have experience in the mediation and arbitration of disputes such as those that may arise under this Lease.

"Arbitrator's Agreement" shall mean the agreement amongst the Lessor, the Construction Manager (which shall be a party only until all amounts due under the Construction Management Agreement have been paid), the Government and the Arbitrator regarding the performance of the services to be provided by the Arbitrator pursuant hereto and the fees and expenses to be charged by the Arbitrator in connection therewith.

"Architect's Certificate" shall mean a certificate executed by the Inspecting Architect that states

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12/21/93

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that the Improvements (or a Phase) have been Substantially Completed. Such certificate shall be on the AIA Form G-704.

"Authorized Lessor Representative" shall mean such individuals who are identified in a certificate delivered to the Government from time to time as being authorized to bind the Lessor with respect to its actions generally (or if applicable, certain specified actions) under this Lease.

"Base Office Rent" shall mean the base rent payable by the Government with respect to the Office Building portion of the Improvements, the amount of which is set forth on Exhibit B attached hereto and made a part hereof by this reference.

"Bond Document(s)" shall mean, individually or collectively, the Trust Indenture authorizing the issuance of the Bonds and any other documents evidencing or securing the indebtedness represented by the Bonds or executed in connection with the issuance of the Bonds.

"Bond Rent Assignment" shall mean any rent assignment executed as one of the Bond Documents and evidencing a first priority security interest in the Rent and other income from this Lease, which may include the Trust Indenture.

"Bondholders" shall mean the actual holders of the Bonds.

"Bonds" shall mean the bonds issued by the Lessor simultaneously herewith to finance the acquisition, construction, equipping and ownership of the Site and Improvements.

"Building" means the office building portion of the Improvements shown on the Plans and the Requirements and Specifications which Lessor and the Government intend to be a Class A general purpose office building located on the Site, incorporating the historic aspects of the Rich's Department Store building and otherwise composed of all new first-quality materials and systems, containing not less than one million three hundred thousand (1,300,000) Net Occupiable Square Feet of space, all to be constructed in accordance with the Plans and the Requirements and Specifications.

"CPI" shall mean the Consumer Price Index for All Urban Wage Earners U.S. City Average, All Items (1982-1984=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics should discontinue the publication of the CPI, or publish the same less frequently, or alter the same in some manner, the Lessor, with the written consent of the Government, may adopt a similar index or procedure for purposes hereof.

"Casualty" shall mean any event or circumstance which occurs after the Improvements have

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12/21/93

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been Accepted and which has the effect of inflicting damage to, or causing, the destruction of all or any portion of the Improvements, including without limitation, fire, storm, wind, flood, hail, earthquake, lightening and other acts of God and damage by riot, civil commotion or terrorist activities but excluding any damage resulting from a Taking.

"Casualty Insurance Proceeds" shall mean the proceeds of any All Risk Policy maintained pursuant hereto.

"Casualty Termination Election" shall mean an election by the Government to terminate the Lease as a result of a Casualty, which election the Government shall have the right to make in the event that the Trustee reasonably determines, pursuant to the Trust Indenture, that the amount of Casualty Insurance Proceeds, taken together with any other amounts held by the Trustee for the benefit of the Bondholders, would be sufficient to (x) satisfy the outstanding balance of the all of the Bonds or would, together with the income to accrue thereon without the need for further investment, be fully sufficient to pay when due, principal of and interest on all Bonds issued under the Indenture and (y) satisfy any obligations of the Lessor to any parties, including, without limitation, the Construction Manager, who or which may be owed any fees or other amounts in connection with the construction of the Improvements. For purposes of the preceding clause (y) and the Trustee's determination of whether the Casualty Termination Election is available, all fees that are included in the Rent calculations on Exhibit B and would have been paid in increments during the construction of the Improvements shall be deemed to have been earned as of the date of the Trustee's determination (and shall be due and payable immediately after the Casualty Termination Election is made by the Government) and all amounts that may be payable to the Lessor or the Construction Manager but are being contested pursuant to Section 15 below, shall be calculated using the greater of the figures asserted by the Lessor on the one hand and the Government on the other hand.

"Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Atlanta or other appropriate governmental authority with respect to a particular Phase, the Improvements, or the Premises as the case may be, including any temporary certificate of occupancy that is final with respect to a particular Phase and which will be supplemented with a permanent certificate of occupancy upon completion.

"Claim" shall mean a "Claim" under the Contract Disputes Act.

"Commencement Date" shall mean the first Phase Commencement Date.

"Construction Management Agreement" shall mean the design/build agreement between the Lessor and the Construction Manager for the construction of the Improvements.

"Construction Manager" shall mean Federal Center Builders, a Georgia joint venture consisting

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12/21/93

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of Beers Construction Company; H.J. Russell Construction Co., Inc.; Morse Diesel International and Holder Construction Company. The Construction Manager shall be deemed an Authorized Lessor Representative.

"Construction Schedule" means the schedule for commencement, prosecution and completion of construction of the Improvements to be delivered from time to time by the Lessor pursuant to Section 5.7 below.

"Contract" and "Contractor" shall mean this "Lease" and the "Lessor" respectively where appropriate.

"Contracting Officer" means a person with the authority on behalf of the Government to enter into, administer, and/or terminate leases and make determinations and findings as authorized by Federal regulations. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

"Covered Insurance Policies" shall mean the Rent Loss Insurance Policy, the All Risk Policy and the DDA Liability Policy. The Builder's Risk Policy will be carried by the Construction Manager pursuant to the Construction Management Agreement.

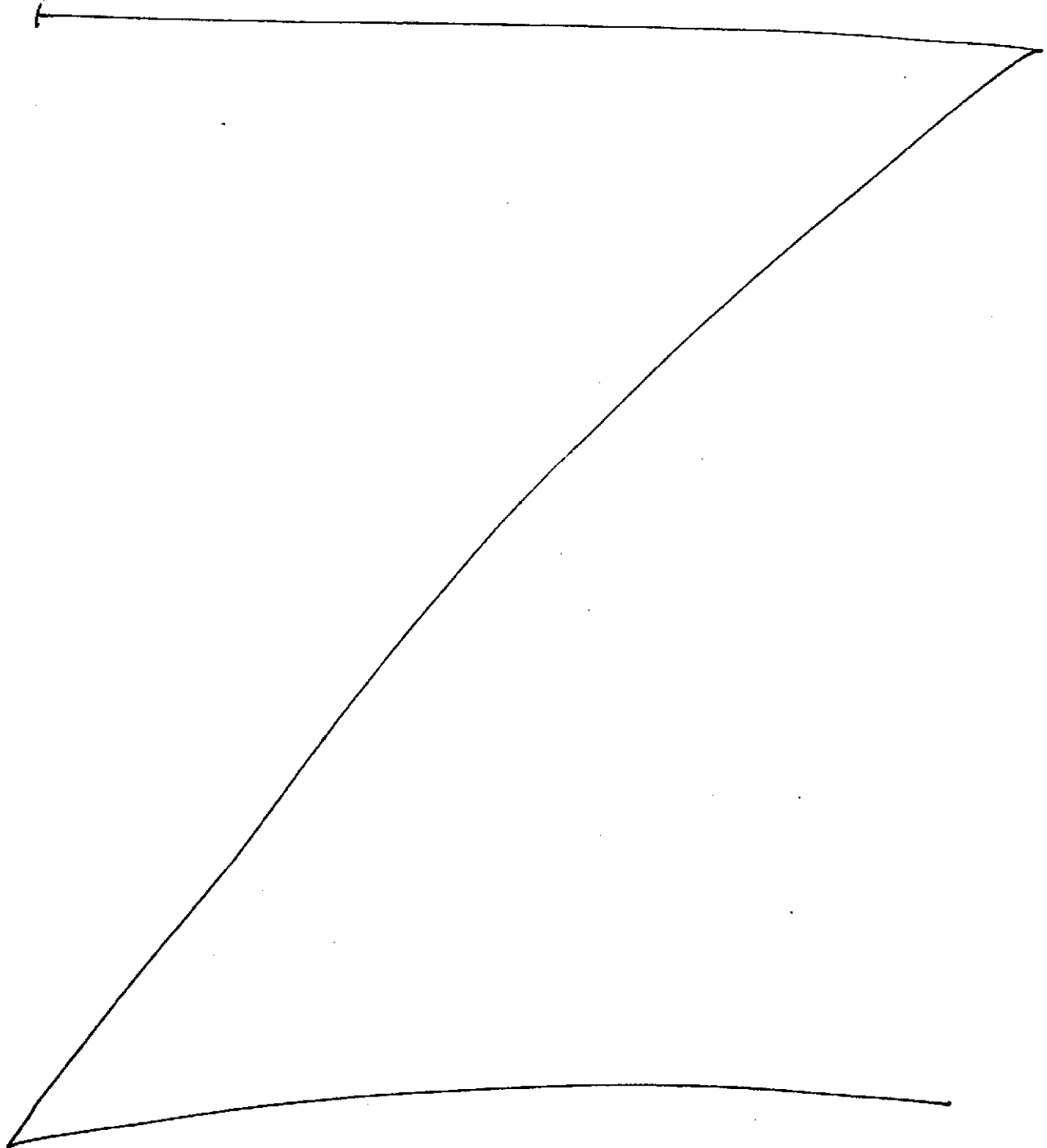
"Determination Request" shall mean a written request from the Lessor to the Contracting Officer regarding the position of the Government with respect to any aspect of the Lessor's performance or non-performance under this Lease, or the amount of money that may be owing under any Progress Payment or the amount of money that should be included within Government Construction Savings, or any other aspect of this Lease that could give rise to a dispute which may be governed by Section 15. A Determination Request shall include a statement of the Lessor's position with respect to Lessor's performance or non-performance under this Lease.

"Development Agent" shall mean Atlanta Federal Center Associates, L.P., a Georgia partnership whose partners are Prentiss Properties Atlanta Development, Inc. and Atlanta Economic Development Corporation. The Development Agent is an Authorized Lessor Representative.

"Draw Request" shall mean an application for payment made by the Construction Manager under and pursuant to the Construction Management Agreement which in any event shall comply with the terms of the Trust Indenture.

"Effective Date" shall mean, in the case of a Notice sent by certified mail, the date of acceptance, refusal or delivery according to the receipt therefor or in the case of a Notice sent by hand delivery or overnight courier, one business day after such Notice is deposited with

such courier.



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12/21/93

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"Excusable Delay(s)" shall mean a delay in Substantial Completion of a Phase Delivery Date that is directly caused by an event or circumstances beyond Lessor's control and without the fault or negligence of Lessor which events or circumstances may include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, if such acts constitute breaches of this Lease, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather in excess of that for which a prudent contractor would provide, (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes that are beyond the control of Lessor and such subcontractors and suppliers and are without the fault or negligence of either Lessor or any Authorized Lessor Representative.

"Final Delivery Date" shall mean the date on which the final Phase must have been Accepted by the Government (subject to extension by virtue of Permissible Extensions) which is set forth on Exhibit D attached hereto and made a part hereof by this reference.

"General Allowance Cost(s)" shall mean those portions of the Work contemplated by the various Tenant Layouts that are priced according to the Unit Prices shown on the attached Exhibit E.

"GSA Requirements & Specifications" or "Requirements and Specifications" shall mean the "Initial Solicitation Package" dated March 1993 and all other specifications described on Exhibit E.

"Government Construction Savings" shall mean the portion of the savings with respect to the construction of the Improvements which may be payable to the Lessor pursuant to the Construction Management Agreement or such amounts as are deposited with the Trustee pursuant to Sections 2.10 and 13.3 (b) and are designated herein as "Government Construction Savings".

"HVAC" means heating, ventilation, and air conditioning system to be installed in the improvements pursuant to the Plans and the Requirements and Specifications.

"Hazardous Materials" shall mean: (i) any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "hazardous pollutants" or "toxic pollutants," as those terms are used in the Resource and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulation promulgated thereunder; (ii) any "PCBs" or "PCB items" (as defined in 40 C.F.R. § 761.3); (iii) any "asbestos" (as defined in 40 C.F.R. § 763.63); and (iv) including any

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petroleum or petroleum products. Provided, however, the term "Hazardous Materials" as used herein shall not be deemed to include any materials that are included in the preceding definition but are nevertheless used, stored or generated in quantities or forms that are not regulated or prohibited.

"Improvements" means (i) the Building, (ii) the Parking Structure, and (iii) all related improvements and structures, foundations, equipment, machinery, fixtures, landscaping, paving, and approaches constructed or installed on the Site. Improvements excludes any improvements, alterations or other modifications performed by the Government after the Acceptance Date for all the Improvements.

"Inspecting Architect" shall mean Kohn, Pedersen, Fox Associates, P.C., or such other architectural team selected by the Construction Manager pursuant to the Construction Management Agreement and approved in writing by the Government.

"Insurance Rent" shall mean the portion of the Rent that is attributable to the premiums on the Covered Insurance Policies, the amount of which for the first year after the Acceptance Date for all of the Improvements is set forth on that attached Exhibit B.

"Lease Year(s)" shall mean each twelve (12) month period commencing on the Phase Commencement Date for the Final Phase, except that the last Lease Year may be a period shorter than a twelve month period if this Lease is terminated or expires on a day other than the last day of a Lease Year.

"Lessor shall provide" means Lessor shall furnish and install at Lessor's expense.

"Lessor's Punch List" shall mean the items of work that Lessor (acting through the applicable Authorized Lessor Representative) reasonably believes remain to be completed with respect to a particular Phase or the Improvements after the Substantial Completion thereof.

"Net Occupiable Square Feet" means the number of square feet of occupiable space in the Building (or portion thereof being measured) as determined in accordance with the standards for measurement set forth in Exhibit I.

"Notice" shall mean a written notice, request, demand or other written communication pursuant to this Agreement, as set forth in Section 8.15.

"Parking Rent" shall mean the portion of the Rent that is attributable to the Parking Structure, which amount is set forth on the attached Exhibit B.

"Parking Structure" means the parking structure shown on the Plans and referenced in the

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Requirements and Specifications which show a multi-level parking structure that is contiguous to, and attached to, the Building and contains parking for at least 1600 vehicles.

"Permissible Extensions" shall mean an extension of a Phase Delivery Date or the Final Delivery Date due to any extensions contemplated by Modification Requests initiated by the Government and which extensions have been agreed upon by the Government and the Lessor (or which are sanctioned pursuant to Section 15.3 or 15.4 below), any Excusable Delay, the encountering of concealed site conditions or Hazardous Materials during the construction of the Improvements (other than the removal of currently existing Hazardous Materials), as a result of any unreasonable act or omission by the Government causing a delay in the ability of Lessor or the Construction Manager to proceed with the construction of the Improvements.

"Permitted Title Exceptions" shall mean those matters set forth on Exhibit F attached hereto and made a part hereof by this reference and such other easement and other rights as the Lessor may create or grant with respect to the Premises as part of, or in connection with, construction of the Improvements, which do not interfere with the Government's occupancy of the of the Premises, which do not impair the marketability of the title to the Premises and which have been Approved by the Government, which approval shall not be unreasonably withheld and must be granted or denied within thirty (30) days.

"Phase(s)" shall mean the phases of the Improvements which the Government will be obligated to Accept separately as and when such Phase is Substantially Complete in accordance herewith, which Phases are described on Exhibit D attached hereto and made a part hereof by this reference.

"Phase Commencement Date" shall mean the date shown on the attached Exhibit D on which Phase Rent commences for each Phase.

"Phase Delivery Date" shall mean the date by which a particular Phase is to be Substantially Completed pursuant to the terms hereof (subject to extension by virtue of Permissible Extensions) which Phase Delivery Date for each Phase is set forth on Exhibit D attached hereto and made a part hereof by this reference.

"Phase Liquidated Damages" shall mean the liquidated damages that may become due and payable to the Government hereunder in the event that a Phase is not Accepted by the Government, through no fault of the Government, by the corresponding Phase Delivery Date (as extended by virtue of any Permissible Extensions), which Phase Liquidated Damages shall be the sole and exclusive remedy of the Government hereunder for such failure so to deliver the Phase by such date and which Phase Liquidated Damages for each particular Phase are set forth on Exhibit D attached hereto and made a part hereof by this reference. Provided, however, the exclusive nature of the Phase Liquidated Damages shall not impair any other

rights that the Government may have under this Lease with respect to other disputes or claims it may have against the Lessor that do not arise out of a failure to meet a Phase Delivery Date.

"Phase Rent" shall mean the amount shown on Exhibit B with respect to each Phase that is due and payable from the date that the Government Accepts such Phase until the corresponding Phase Commencement Date after such Phase Commencement Date, Rent shall be due and payable with respect to that Phase.

"Plans" shall mean the architectural and engineering drawings for the Improvements which are described on Exhibit E attached hereto and made a part hereof by this reference.

"Premises" shall mean the Site and the Improvements, together with all and singular rights and appurtenances pertaining to the Site, Building, Parking Structure and Improvements.

"Rent" shall mean the sum of Base Office Rent, Parking Rent, Insurance Rent and any other sums that may become due from the Government from time to time hereunder. The term Rent does not include Phase Rent that may become due and payable with respect to a particular Phase prior to the Phase Commencement Date for that Phase.

"Rental Interruption Fraction" shall mean a fraction whose denominator is the total number of square feet within the Improvements and whose numerator is the number of square feet within the Improvements which have been rendered Untenantable by a particular circumstance (exclusive of areas within the main lobby of the Improvements or the Parking Structure).

"Services" shall mean the provision of the building management services for the Premises including

(i) the operation of the HVAC systems for the Premises, except as provided in Section 5.3 below;

(ii) all janitorial and cleaning services including trash removal for the entire Premises;

(iii) periodic cleaning of windows, carpets, and floors;

(iv) maintenance of landscaping, mowing, sweeping, snow removal, and other maintenance of the grounds of the Premises;

(v) periodic cleaning of and repairs to the Parking Structure; and

(vi) any security services that the Government elects to provide with respect to the Premises.

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"Site" means that certain parcel of real property located in downtown Atlanta, Fulton County, Georgia, bounded by Martin Luther King, Jr. Drive, Spring Street, Alabama Street, and Broad Street, and more particularly described on Exhibit C.

"Substantially Complete" and "Substantial Completion" means that (i) the Work, the common and other areas of the Building (or applicable Phase), the Parking Structure, all other Improvements in the Premises or applicable Phase, and all other things necessary for the Government's access to the Premises (or applicable Phase) and occupancy, possession, use and enjoyment thereof have been completed, obtained, and installed in substantial conformance with the Plans and Requirements and Specifications and all applicable codes and federal requirements, excepting only such minor matters as do not, in the reasonable opinion of the Government, interfere with, or materially diminish, such access, occupancy, possession, use or enjoyment; (ii) the Inspecting Architect for the Improvements has delivered the Architect's Certificate for that Phase; and (iii) all Certificates of Occupancy have been issued with respect to the Premises or applicable Phase, and (iv) Lessor has complied with the advance notice requirements of Section 5.1(b) with respect to the Premises or applicable Phase. No Phase shall be "Substantially Complete" until the Parking Structure is Substantially Complete.

"Supplemental Lease Agreement" shall mean an amendment to this Lease which is executed by both the Lessor and the Government pursuant to the terms hereof.

"Taking Award(s)" shall mean all compensation or other awards paid or payable in connection with a Taking.

"Taking Termination Election" shall mean an election by the Government to terminate this Lease as a result of a Taking which election the Government shall have the right to make in the event that the Trustee determines, in its sole and absolute discretion, that the amount of Taking Award(s), taken together with any other amounts held by the Trustee for the benefit of the Bondholders, would be sufficient to (x) satisfy the outstanding balance of the all of the Bonds or would, together with the income to accrue thereon without the need for further investment, be fully sufficient to pay when due principal of and interest of all Bonds issued under the Indenture and (y) satisfy any obligations of the Lessor to any parties, including, without limitation, the Construction Manager, who or which may be owed any fees or other amounts in connection with the construction of the Improvements. For purposes of the preceding clause (y) and the Trustee's determination of whether the Taking Termination Election is available, all fees that are included in the costs shown on the Rent calculations on Exhibit B and would have been paid in increments during the construction of the Improvements shall be deemed to have been earned as of the date of the Trustee's determination (and shall be due and payable immediately after the Taking Termination Election is made by the Government) and all amounts that may be payable to the Lessor or the Construction Manager but are being

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contested pursuant to Sections 13 and 15 below, shall be calculated using the greater of the figures asserted by the Lessor on the one hand and the Government on the other hand.

"Tenant Layout" shall mean a schematic drawing or rendering of the floor plans, including the location of all interior walls, all fixtures, electrical outlets, and other facilities to be installed pursuant to the Plans for a particular Phase.

"Tenant Layout Date" shall mean with respect to a Phase the date by which the Government shall have delivered the Tenant Layout for that Phase, all of which dates are set forth on Exhibit D attached hereto and made a part hereof by this reference.

"Term" means the Initial Term and any Renewal Term, as defined in Sections 2.2 and 2.3 below.

"Transfer" means the sale, conveyance, lease, pledge, mortgage, assignment, hypothecation, or other transfer, whether direct or indirect and whether presently effective, collateral, or contingent, including any transfer by operation of law, of the property or interest in question. Transfer shall not include a transfer pursuant to the Bond Rent Assignment.

"Trust Indenture" shall mean that certain trust indenture between the Lessor and the Trustee, pursuant to which the Bonds are authorized to be issued.

"Trustee" shall mean NationsBank, NA, as the trustee under the Trust Indenture.

"Untenantable" shall mean that a portion of the Improvements that cannot reasonably be occupied by the Government for the purposes intended hereunder as a result of Casualty or Taking.

"Utilities" means all electricity, gas, telephone service, cable television service, ~~water~~, sanitary sewer service, and storm sewer service sufficient for the Government's use and occupancy of the Premises.

"Work" means all the construction, services, equipment, labor, and materials required by Exhibit E and all other things required for the Substantial Completion and final completion of the Premises.

GSA Public Buildings Service

12/21/93

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Glossary

"Acceptance Dispute" is defined in Section 15.3 below.

"All Risk Policy" is defined in Section 4.1 (a).

"Arbitrator's Decision" is defined in Section 15.4 below.

"Authorized Lessor Representative" is defined in Section 9.11 below.

"Builder's Risk Policy" is defined in Section 4.1 (a).

"DDA's Liability Policy" is defined in Section 4.1 (b).

"EFT" is defined in Section 11.3.

"Evaluation Proposal" is defined in Section 13.2 (a) below.

"Final Decision" is defined in Section 15.4(c).

"Final Punch List" shall mean the list of items established pursuant to Section 5.6 below that remain to be completed with respect to a particular Phase or the Improvements after the Substantial Completion thereof.

"General Allowance Cost" is defined in Section 13.3 (b).

"General Allowance Cost Materials" is defined in Section 13.3 (b).

"Government Response Notice" is defined in Section 5.6.

"Initial Determination" is defined in Section 15.3.

"Initial Term" is defined in Section 2.2.

"Lessor Claim Certification" is defined in Section 15.6.

"Objection(s)" is defined in Section 5.1 (c).

"Progress Payment(s)" is defined in Section 13.2 (i).

"Projected Completion Notice(s)" is defined in Section 5.1 (b).

"Renewal Term" is defined in Section 2.3.

"Rent Loss Insurance Policy" is defined in Section 4.1 (c).

"Rental Commencement Date" is defined in Section 2.4 which references Section 11.2 (b).

"Substantial Completion Notice" is defined in Section 5.6.

"Taking" is defined in Section 2.10 (b).

"Tenant Layout Adjustment" is defined in Section 13.4 (b).

ARTICLE II. Lease of Premises

2.1 Lease of Premises.

The Lessor hereby leases the Premises to the Government, and the Government hereby leases the Premises from the Lessor, upon and subject to the terms and conditions of this Lease, for the Term (and, if applicable, the Renewal Term) and the Rent and any Phase Rent herein stated.

2.2 Initial Term.

The initial term of this Lease (the "Initial Term") shall be twenty seven (27) years beginning on the Commencement Date and ending at 12:00 a.m. midnight of the twenty-seventh (27th) anniversary of the day before the Commencement Date, regardless of the Phase Commencement Date V set forth on Exhibit D.

2.3 Renewal Term.

(a) The Government shall have the option to extend the Initial Term for two ten (10) year terms (the "Renewal Terms") The Renewal Term may be exercised by Notice to the Lessor given at least one hundred eighty (180) days prior to the expiration of the Initial Term or first Renewal Term, or, if later, within ninety (90) days after any rescission of the exercise of the

GSA Public Buildings Service

12/21/93

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Purchase Option. The Renewal Term shall be on the same terms and conditions as are contained herein for the Initial Term, except that (i) Lessor's obligations regarding the initial construction of the Improvements shall have been satisfied prior to the Commencement Date and will be inapplicable during the any Renewal Term, and (ii) the Renewal Option, having been exercised to give rise to the Renewal Term, may not be exercised again, and (iii) Base Office Rent and Parking Rent shall be the amount shown on Exhibit B.

(b) The Renewal Term shall be cancelable in the Government's sole discretion effective any time by providing eighteen (18) months Notice to Lessor of such cancellation.

2.4 Rent.

(a) The Government's obligation to pay Rent with respect to each Phase shall commence on the applicable Phase Commencement Date for that Phase. The first installment of Rent shall be due and payable on first day of the month established by Section 11.2 (b) below (such date, the "Rental Commencement Date") and shall be paid monthly in arrears at the monthly rate of one twelfth (1/12th) of the annual Rent amount shown on the attached Exhibit B. Rent shall be prorated for any partial months in the Term based on the number of days in such partial month. All Rent shall be due and payable hereunder without demand, offset or counterclaim.

(b) Rent for the Initial Term with respect to each Phase, shall be the amount shown on Exhibit B, subject, however, to adjustment in accordance with Section 2.4(f) below.

(c) To the extent that there are Government Construction Savings, such Government Construction Savings shall be held by the Trustee in a separate account and shall be disbursed by the Trustee in accordance with the terms of the Trust Indenture to pay Rent as and when due and payable hereunder until such time as the amount of such Government Construction Savings have been reduced to zero (0). Such account may be replenished with the excess proceeds of a Taking Award pursuant to Sections 2.10 below and may be supplemented in accordance with Section 13.3(b) below.

(d) The Government agrees that, from and after the Commencement Date, Rent is not subject to withholding, set off, reduction, termination, or cancellation for failure of performance by the Lessor under this Lease except to the extent specifically contemplated in this Lease. To the extent that this Lease grants to the Government any rights after the Commencement Date (or a Phase Commencement Date, as the case may be) to withhold, set off or reduce Rent or to cancel or terminate this Lease, then the Administrator of General Services, to the maximum extent not prohibited by any applicable statute or regulation, waives any such right so to withhold, set off or reduce Rent or to cancel or terminate this Lease.

(e) The Government acknowledges that the payment of Rent under this Lease is a general

GSA Public Buildings Service

12/21/93

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obligation of the Government.

(f) The amount necessary to pay the premiums on the Covered Insurance Policies for the first year after the Acceptance Date for the Final Phase is included in the calculation of Rent set forth on the attached Exhibit B and is included in the figure contained in Section 2.4(b) above. The Rent shall be adjusted each Lease Year (or such longer period as may be covered by any applicable Covered Insurance Policy) (beginning with the second Lease Year) in an amount equal to the increase or decrease, as the case may be, of the premiums for the Covered Insurance Policies established pursuant to the competitive process described below. The Lessor, acting through an Authorized Lessor Representative shall provide a Notice to the Government, at least ninety (90) days prior to the end of each Lease Year for each Covered Policy, which describes the competitive process for the Covered Insurance Policies, the participants therein and the amount by which Rent will be adjusted for the ensuing Lease Year. The competitive process described in the preceding sentence shall consist of the Lessor (or the applicable Authorized Lessor Representative) obtaining quotes from at least three (3) insurers which meet the standards of Section 4.1(d) below with respect to the applicable Covered Insurance Policy. The Covered Insurance Policies will be purchased from those carrier(s) whose price has been determined by Lessor (subject to the Government's Approval) to be fair and reasonable. The Government shall have a minimum of twenty (20) days to provide its Approval but shall provide a Notice as to its Approval or dis-Approval within thirty (30) days.

(g) The Government's obligation to pay Base Office Rent and Parking Rent during the Initial Term shall be suspended until the expiration of the Initial Term as of the date set forth in a notice from the Trustee given to the Lessor and the Government pursuant to the Trust Indenture, that there are sufficient funds available to the Trustee to pay all amounts that may become due under the Bonds through the maturity date thereof. Nothing contained herein shall be deemed to diminish or impair any obligation of the Government to pay any other amounts that may become due hereunder, including, without limitation, any Insurance Rent or any Rent that may become due during the Renewal Term.

(h) If the Government Accepts a Phase prior to the corresponding Phase Commencement Date, then the Government agrees to commence paying Phase Rent and Insurance Rent on the All Risk Policy for that phase, on the applicable Acceptance Date for such Phase and shall continue until the Phase Commencement Date for that Phase, on the same terms as the Base Office Rent, Insurance Rent and the Parking Rent. Such Phase Rent shall be paid monthly in arrears according to the schedule of Phase Rent shown on the attached Exhibit B and shall commence on the date contemplated by Section 11.2 (b) below. Parking Rent will begin on the earlier of the Phase Commencement Date for the Parking Structure or the Early Acceptance Date for the Parking Structure.

2.5 Purchase Option.

GSA Public Buildings Service

12/21/93

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(a) At the expiration of the Term or at any time during the Renewal Term, the Government shall have the option to purchase the Premises by giving Notice (the "Purchase Notice") to Lessor at least one hundred eighty (180) days prior to the effective date of such purchase (the "Option Closing Date"). The Purchase Option shall state the maximum Option Price that the Government is willing to pay, which shall in no event be construed to represent the fair market value of the Premises. On the Option Closing Date, the Government shall pay the Option Price, as defined below. The Government shall remain liable for the payment of Rent up to but not including the Option Closing Date. This option shall be freely assignable by the Government, either as part of or separately from this Lease.

(b) "Option Price" means a price not to exceed the fair market value of the Premises as determined pursuant to Section 2.12. The fair market value of the Premises shall take into account the terms of purchase, including without limitation the allocation of transfer and recordation taxes provided herein, and if the Option Closing will occur at the expiration of the Initial Term, shall be based on the assumption that the Renewal Option will not be exercised (unless it has already been exercised).



(c) If the United States of America takes title to the Premises pursuant to the Purchase Option, the Government's leasehold interest shall be merged with the Government's fee interest, and this Lease shall terminate and be of no further force and effect except with respect to claims of or against the parties arising prior to the Option Closing Date.

(d) On the Option Closing Date, Lessor shall convey fee simple title to the Premises to the Government or its assigns by warranty deed. The deed shall be subject to only the Permitted Title Exceptions, excluding the Bond Rent Assignment which shall be released prior to the Option Closing Date. The deed shall otherwise be in form satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual Option Price paid. The deed shall be prepared by the Government and recorded at its own expense, if any. The Government shall be responsible for the payment of any transfer taxes applicable to this transaction and the cost of any revenue stamps or recordation tax required by law.

(e) On the Option Closing Date, Lessor shall provide to the Government an affidavit or affidavits in form reasonably acceptable to the Government showing that all bills and charges which may or might be the basis for a lien against the Premises (other than based on work for which the Government contracted) have been paid and fully satisfied (except for any such matter which is insured over or bonded to the satisfaction of the Government), that (except for any such matter which is so insured over or bonded) no claim of lien exists based on the actions of Lessor or Lessor Authorized Representatives, and that to the best of Lessor's knowledge no other such claim of lien exists. the event of any claims or liens against the Premises other than those arising from work contracted for by the Government outside this

GSA Public Buildings Service

12/21/93

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Lease, Lessor agrees to hold harmless and relieve the Government of all liability.

(f) If the Option Price established pursuant to Section 2.12 exceeds the Government's maximum price specified in the Option Notice, the Government may by Notice to Lessor rescind the exercise of the Purchase Option. If the Option Price is not established pursuant to Section 2.12 at least thirty (30) days before the Option Closing Date, the Government may, on or before the Option Closing Date, elect to either:

(i) postpone closing under the Purchase Option until ninety (90) days after the Option Price has been finally determined (such postponement is referred to below as a "Price Determination Postponement"), in which case the Government shall have the right by Notice to Lessor to rescind its exercise of the Purchase Option if the Option Price is finally determined to be greater than the maximum Option Price specified in the Purchase Notice; or

(ii) proceed to closing of the purchase at the maximum Option Price specified in the Purchase Notice, in which case a cash adjustment of the Option Price (up or down), shall be made between the parties within sixty (60) days after the final establishment of the Option Price.

(g) If there is a Price Determination Postponement, the Initial Term or Renewal Term, as applicable, shall be automatically extended to the date ninety (90) days after the final determination of the Option Price. In addition, the Initial Term or Renewal Term, as applicable, shall automatically be extended to the date ninety (90) days after any rescission by the Government of its exercise of the Purchase Option, and if the Government exercises the Renewal Option during such extensions, the Initial Term shall be extended to the date one hundred eighty (180) days after such exercise. Any extension of the Initial Term or Renewal Term under this Section 2.5(g) shall be on the same terms and conditions as the Initial Term or Renewal Term, respectively.

2.6 Use.

The Premises shall be constructed and used as general purpose office space and for all lawful activities normally incidental thereto or related to any Government activity which may include retail activities that are complementary to such use. The Government shall not use or occupy the Premises in a manner that is likely to cause material damage thereto.

2.7 Quiet Enjoyment; Title Insurance.

(a) Lessor covenants and warrants that the Government, subject to payment of Phase Rent and Rent as and to the extent provided herein and subject to the Permitted Title Exceptions, shall lawfully and quietly hold, occupy, and enjoy the Site, Improvements and Premises during the Term without the hindrance or interference of anyone claiming by, through, or under Lessor,

GSA Public Buildings Service

12/21/93

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