

LEASE AGREEMENT

between

DEVELOPMENT AUTHORITY
OF ALPHARETTA

and

100 KIMBALL BRIDGE OWNER, LLC

Dated as of _____, 2020

This Lease Agreement and all right, title and interest of the Development Authority of Alpharetta in any rents, revenues and receipts derived under this Lease Agreement have been assigned to Synovus Bank, as trustee under the Indenture of Trust, dated as of _____, 2020, from the Development Authority of Alpharetta which secures an aggregate principal amount not to exceed \$47,000,000 of Development Authority of Alpharetta Taxable Revenue Bonds (100 Kimball Bridge Owner, LLC Project), Series 2020, and any Additional Bonds issued thereunder.

LEASE AGREEMENT
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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of _____, 2020, by and between the DEVELOPMENT AUTHORITY OF ALPHARETTA (the “Issuer”), a public body corporate and politic of the State of Georgia, as lessor, and 100 KIMBALL BRIDGE OWNER, LLC (the “Lessee”), a limited liability company organized and existing under the laws of Georgia, as lessee,

W I T N E S E T H:

That in consideration of the respective representations and agreements hereinafter contained, the Issuer and the Lessee agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part but shall be payable solely out of the rents, revenues and receipts derived from this Lease, the sale of the bonds referred to in Section 4.2 hereof, the insurance and condemnation awards as herein described and any other rents, revenues and receipts arising out of or in connection with its ownership of the Project as hereinafter defined):

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have the following meanings unless the context or use indicates another or different meaning or intent. Terms which are not defined in this Lease shall have the meaning specified in Article I of the Indenture except as herein otherwise expressly provided or unless the context requires otherwise.

“Act” means the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62-1 et seq.), as amended.

“Additional Bonds” means the bonds, other than the Series 2020 Bonds, authorized under the Indenture and authenticated and delivered in accordance with Sections 401 and 402 of the Indenture.

“Appurtenant Easements” means those easements benefitting the Project from time to time including easements entered into by Lessee in accordance with this Lease described in Exhibit “G”.

“Authorized Issuer Representative” means the person or persons at the time designated to act on behalf of the Issuer by certificate furnished to the Lessee and the Trustee containing the specimen signature of each such person and signed by the Chairman or Vice Chairman of the Issuer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Issuer Representative. Such certificate shall be effective until revoked in writing.

“Authorized Lessee Representative” means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Issuer and the Trustee containing the specimen signature of each such persons and signed on behalf of the Lessee by the chairman of the board, president or any vice president of the Lessee. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Lessee Representative. Such certificate shall be effective until revoked in writing.

“Bond” or “Bonds” means any or all of the Series 2020 Bonds and any Additional Bonds issued by the Issuer pursuant to the Indenture.

“Bond Fund” means the Bond principal and interest payment fund created by Section 602 of the Indenture and within which has been established a General Account and a Special Account. Any reference herein to the “Bond Fund” without further limitation or explanation shall be deemed to be a reference to the General Account in the Bond Fund.

The term “bondholder” or “holder of the Bonds” means the registered owner of any fully registered Bond.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated as of _____, 2020, among the Issuer, the Lessee, in its capacity as Lessee under this Lease and Lessee, in its capacity as purchaser of the Series 2020 Bonds.

“Building” means those certain facilities forming part of the Project located on the Leased Land, and not constituting a part of the Leased Equipment, the acquisition, construction or installation of which or the improvements or replacement thereto, in whole or in part, is to be financed with the proceeds from the sale of the Bonds, as they may at any time exist.

“Closing Date” means the date of the issuance and delivery of the initial series of Series 2020 Bonds issued pursuant to the Indenture.

“Completion Date” means the date of completion of the acquisition, construction and installation of the Project as that date shall be certified as provided in Section 4.5 hereof.

“Construction Period” means the period beginning on the date on which the Bonds are delivered to the first purchaser or purchasers thereof or the date upon which the acquisition, construction, development, installation and equipping of the Project began, whichever is earlier, and ending on the Completion Date.

“Costs of the Project” means any and all costs of the acquisition, construction, installation, development and equipping of the Project or any other “cost of project” relating to the Project as such term is defined in O.C.G.A. 36-62-2(2).

“Counsel” means an attorney or firm thereof admitted to practice law before the highest court of any State of the United States of America or the District of Columbia. An attorney for the Issuer or the Lessee may be eligible for appointment as Counsel.

“Default Rate” shall mean the lesser of (i) that rate of interest per annum equal to the lower of two percent (2%) per annum above the Prime Rate in effect from time to time, floating, or (ii) the highest lawful rate of interest.

“Event of Default” means any of the events described in Section 10.1 hereof.

“Fee Mortgage” means a Mortgage of the fee simple interests in the Project previously owned by Lessee immediately preceding conveyance of the Project by Lessee to Issuer.

“Financing Statements” means any and all financing statements (including continuation statements) filed for record from time to time to perfect the security interests created by the Indenture.

“Government Obligations” means (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged, or (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America), which

obligations, in either case, are held in the name of the Trustee and are not subject to redemption prior to maturity by anyone other than the holder thereof.

“Indenture” means the Indenture of Trust between the Issuer and the Trustee, of even date herewith, pursuant to which, inter alia, (a) the Bonds are authorized to be issued and (b) the Issuer’s interest in this Lease and the rents, revenues and receipts arising out of or in connection with the Issuer’s ownership of the Project are to be pledged and assigned to the Trustee as security for the payment of the principal of and interest on the Bonds, including any indenture supplemental thereto.

“Independent Counsel” means an attorney or firm thereof duly admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and not an employee of or regularly retained by either the Issuer or the Lessee.

“Issuer” means the Development Authority of Alpharetta a public body corporate and politic created and existing under the Constitution and the laws of the State of Georgia, and its lawful successors and assigns.

“Issuer Documents” means this Lease, the Indenture and the Bond Purchase Agreement and any Limited Warranty Deed and Bill of Sale.

“Lease” means this Lease Agreement as it now exists and as it may hereafter be amended pursuant to Article XIV of the Indenture.

“Lease Term” means the duration of the leasehold interest created by this Lease as specified in Section 5.1 hereof.

“Leased Equipment” means those items of machinery, equipment, furniture, fixtures and related property to be acquired and/or installed with proceeds from the sale of the Bonds or the proceeds of any payment by the Lessee pursuant to Section 4.6 hereof and any item of machinery, equipment, furniture, fixtures and related property acquired and installed in substitution therefor and renewals and replacement thereof pursuant to Sections 6.2, 7.1 and 7.2 hereof, less such machinery, equipment, furniture, fixtures and related property as may be released from this Lease pursuant to Section 6.2 hereof or taken by the exercise of power of eminent domain as provided in Section 7.2 hereof, but not including the Lessee’s own machinery, equipment, furniture, fixtures and related property installed under the provisions of Section 6.1 hereof. The Leased Equipment insofar as it will be initially installed as a part of the Project is more fully described in Exhibit ”B” attached hereto and by this reference made a part of this Lease.

“Leased Land” means the real estate and interests in real estate described in Exhibit “A” attached hereto and by this reference made a part hereof, together with all easements, hereditaments, tenements and other rights and privileges of any kind appurtenant thereto, less such real estate and interests in real estate as may be released from this Lease pursuant to Sections 8.5 and 8.6 hereof or taken by the exercise of the power of eminent domain as provided in Section 7.2 hereof.

“Leasehold Mortgage” means any leasehold deed to secure debt entered into by the Lessee pursuant to Section 8.7 hereof.

“Leasehold Mortgagee” means a holder of a Leasehold Mortgage.

“Lender” means any financial institution which has advanced credit to the Lessee with respect to the Project.

“Lessee” means 100 Kimball Bridge Owner, LLC, a Georgia limited liability company, and its successors and assigns, including any surviving, resulting or transferee entity as provided in Section 8.3 hereof.

“Limited Warranty Deed” means the Limited Warranty Deed to be dated the date of actual execution and delivery pursuant to which 100 Kimball Bridge Owner, LLC conveys fee simple interest in the Leased Land, subject to Permitted Encumbrances, to the Issuer.

“Limited Warranty Deed and Bill of Sale” means the Limited Warranty Deed and Bill of Sale to be executed, witnessed, notarized and delivered by Lessor to the Trustee and dated the date of actual execution and delivery in accordance with Section 11.4 hereof. The Limited Warranty Deed and Bill of Sale, in substantially the form it is to be executed and delivered, is attached as Exhibit “D” hereto.

“Loan Documents” means the loan documents with respect to any Leasehold Mortgage or Mortgage.

“Memorandum of Agreement” means the Memorandum of Agreement Regarding Lease Structure and Valuation of Leasehold Interest, dated _____, 2020, by and among the Issuer, the Lessee and the Fulton County Board of Assessors.

“Mortgage” means, as a noun, any Leasehold Mortgage or any other fee or leasehold deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in or conveying title to the Project or any part thereof or any interest therein (including without limitation Lessee’s leasehold interest) as security for a debt or other obligation. As a verb, “Mortgage” means to grant any such a deed of trust, mortgage, deed to secure debt, security agreement or similar voluntary agreement creating a lien upon or security interest in or conveying title to the Project or any part thereof or any interest therein (including without limitation Lessee’s leasehold interest) as security for a debt or other obligation.

“Mortgagee” means the holder of a Mortgage.

“Net Proceeds” when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys’ fees, any fees and/or expenses due to a Mortgagee, and any Extraordinary Expenses of the Trustee as defined in the Indenture) incurred in the collection of such gross proceeds.

The term “Payment in Full of the Bonds” specifically encompasses the situations referred to in Section 1002 of the Indenture.

“Permitted Encumbrances” means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent or permitted to exist as provided in Section 6.3 hereof, (ii) this Lease, the Indenture, Limited Warranty Deed and Bill of Sale and the security interests created herein and in the Indenture and in the Limited Warranty Deed and Bill of Sale, (iii) any Leasehold Mortgage and other encumbrances of other Loan Documents, (iv) utility, access or other easements and rights-of-way, restrictions, reservations, reversions and exceptions in the nature of easements that the Lessee certifies will not materially interfere with or impair the operations being conducted at the Project, (v) unfiled and inchoate mechanics’ and materialmen’s liens for construction work in progress, (vi) architects’, contractors’, subcontractors’, mechanics’, materialmen’s, suppliers’, laborers’ and vendors’ liens or other similar liens not then payable or permitted to exist as provided in Section 6.1(c) hereof, (vii) subleases to operators or residents or other tenants or subtenants of portions of the Project), (viii) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as the Lessee, by an Authorized Lessee Representative, certifies do not, in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer, (ix) purchase money liens and security interests incurred for the purpose of financing the acquisition of any Leased Equipment and previously existing liens on any such Leased Equipment and (x) Superior Encumbrances, and (xi) exceptions described in any Owner’s Policy of Title Insurance that may be procured by the Issuer at the request and with the consent of and at the expense of the Lessee and delivered on the date of execution and delivery of this Lease, including the rights of the tenants of the Project identified in such owner’s policy of title insurance of the Lessee.

“Project” means the Leased Land, the Building and the Leased Equipment, as they may at any time exist.

“Project Fund” means the project fund created by Section 701 of the Indenture and referred to in Sections 4.2 and 4.3 hereof.

“Project Summary” means the project summary, dated as of _____, 2020, filed with the Secretary-Treasurer of the Issuer, as the same may be amended from time to time in accordance with the provisions of this Lease. The Project Summary is contained as Exhibit “C” attached hereto and by this reference made a part of this Lease.

“Security interest” or “security interests” means the security interests created in the Indenture and shall have the meaning set forth in the Uniform Commercial Code of Georgia, as now or hereafter amended.

“Series 2020 Bonds” means the Development Authority of Alpharetta Taxable Revenue Bonds (100 Kimball Bridge Owner, LLC Project), Series 2020, authorized under the Indenture and authenticated and delivered in accordance with Section 304 of the Indenture.

“Superior Encumbrances” means any encumbrances created by any Mortgage, including, without limitation, the Superior Security Deed.

“Trust Estate” has the meaning set forth in the Indenture.

“Trustee” means Synovus Bank, or any co-trustee and any successor trustee under the Indenture.

“Unassigned Rights” means the rights of the Issuer in and under this Lease to be reimbursed for fees and expenses, the right of the Issuer to be indemnified, the right of the Issuer to be insured as provided under Article VI hereof, the right of the Issuer to inspect the Project (whichever is then owned by the Issuer) and the rights of the Issuer to receive notices and to grant or withhold the granting of consents.

Section 1.2 Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used

(b) Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(c) All references herein to particular Articles or Sections are references to Articles or Sections of this Lease.

(d) Any certificate or statement required to be delivered under the provisions of this Lease or the Indenture shall, in the absence of manifest error, be deemed to be conclusive evidence of the truth, correctness and accuracy of the matters covered in such certificate or statement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties by the Issuer. The Issuer makes the following representations and warranties:

(a) Organization and Authority. The Issuer is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Georgia, including particularly the provisions of the Act. Under the provisions of the Act, the Issuer has the power to execute and deliver the Issuer Documents, to enter into the transactions contemplated thereby and to perform and observe its obligations contained therein in accordance with the terms thereof. By proper corporate action, the Issuer has duly authorized the execution and delivery of the Issuer Documents.

(b) Qualification of Project Under Act. The Project constitutes a “project” within the meaning of Section 36-62-2(6)(N) of the Act and is located within the corporate limits of the City of Alpharetta, Georgia.

(c) Public Purpose. The Issuer has found and hereby declares that the issuance of the Bonds and the use of the proceeds of the Bonds to finance or refinance the acquisition, construction, expansion and development of the Project and the leasing of the Project to the Lessee and the sale of the Project to the Lessee at the expiration or sooner termination of the Lease Term is in furtherance of the public purposes for which the Issuer was created.

(d) Agreements are Legal and Authorized. The Issuer is not subject to any charter, by-law or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Issuer from entering into the Issuer Documents or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights.

(e) Limited Obligations. Notwithstanding anything herein contained to the contrary, any obligation the Issuer may hereby incur for the payment of money shall not be a general debt on its part but shall be payable solely from rents, revenues and receipts derived from this Lease, the sale of the Bonds and any other rents, revenues and receipts derived by the Issuer arising out of or in connection with its ownership of the Project (except for Unassigned Rights). The obligations hereunder shall not be obligations of the City of Alpharetta, Fulton County, the State of Georgia or any municipality or political subdivision thereof. The Issuer has no taxing power.

(f) Issuance of Bonds. To accomplish the foregoing, the Issuer proposes to issue an aggregate principal amount not to exceed \$20,000,000 of its Bonds following the execution and delivery of this Lease. The date, denominations, interest rate, maturity date, redemption provisions and other pertinent provisions with respect to the Bonds are set forth

in the Indenture (particularly Articles II and III thereof) and by this reference thereto they are incorporated herein.

(g) Security for Bonds. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's right, title and interest in this Lease (except for certain rights of indemnification and payment of expenses), and the rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project will be assigned to the Trustee and pledged as security for the payment of the principal of and interest on the Bonds.

(h) No Prior Pledge. Neither this Lease nor the receipts and revenues generated hereunder have been pledged or hypothecated in any manner or for any purpose (other than as provided in the Indenture).

(i) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale or delivery of any of the Bonds is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery and performance of any of the Issuer Documents or the offer, issue, sale or delivery of the Bonds, other than those already obtained or filed; provided, however, no representation is made herein as to compliance with the securities or "blue sky" laws of any jurisdiction, and the Issuer shall not be required to consent to service of process in any jurisdiction or submit to the general jurisdiction of any State.

(j) No Defaults. No event has occurred and no condition exists with respect to the Issuer which would constitute an event of default, as defined therein, under any of the Issuer Documents or which, with the lapse of time or with the giving of notice or both, would become an event of default under any of the Issuer Documents; except for certain limited obligation bond issues which may be in default, but would not adversely affect the payment of the Bonds.

(k) Enforceability. Each of the Issuer Documents is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, receivership, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(l) No Warranty by Issuer of Condition or Suitability of the Project. The Issuer makes no warranty, either express or implied, as to the suitability or utility of the Project or as to the condition of the Project or that it is or will be suitable for the Lessee's purposes or needs.

Section 2.2 Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties:

(a) Organization and Power. The Lessee is a limited liability company duly organized and validly existing under the laws of the State of Georgia, has the power to enter into this Lease and to perform and observe its obligations contained herein in accordance with the terms hereof, and has, by proper action, been duly authorized to execute, deliver and perform this Lease in accordance with the terms hereof.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Lessee there are no such actions, suits, proceedings, inquiries or investigations threatened, against or affecting the Lessee in any court or before any governmental authority or arbitration board or tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by this Lease or which is reasonably anticipated to adversely affect the validity or enforceability of the Bonds or this Lease or the ability of the Lessee to perform its obligations under any of the foregoing.

(c) Agreements Are Valid and Authorized. The execution and delivery by the Lessee of the Lease and the compliance by the Lessee with all of the provisions hereof and the consummation of the transactions contemplated hereby (A)(i) are within the power of the Lessee, (ii) will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, its certificate of limited partnership, its limited partnership agreement or any commitment, agreement or instrument of whatever nature to which the Lessee is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties and (iii) except as contemplated herein, will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement, and (B) have been duly authorized by all necessary action on the part of the Lessee.

(d) Governmental Consents. Neither the Lessee nor any of its business or properties, nor any relationship between the Lessee and any other Person, nor any circumstance in connection with the execution, delivery and performance by the Lessee of the Lease, or the offer, issue, sale or delivery by the Issuer of the Bonds to the Lessee under the Bond Purchase Agreement, is such as to require the consent, approval or authorization of, or the filing, registration or qualification with, any governmental authority on the part of the Lessee, other than those already obtained as of the Closing Date; provided, however, no representation is made herein as to compliance with the securities or "blue sky" laws of any jurisdiction.

(e) No Defaults. No event has occurred and no condition exists with respect to the Lessee that would constitute an Event of Default, as defined therein, under the Lease or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under the Lease.

(f) Governmental Approvals. The Project has been or will be acquired, constructed and installed in such manner as to conform in all material respects with all

applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction over the Project and all necessary utilities will be available in all material respects to the Project.

(g) Enforceability. This Lease is a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(h) Operation of Project. The Lessee presently intends to operate the Project, located wholly within the City of Alpharetta within Fulton County, Georgia, in a manner consistent with the Act, from the Completion Date until the expiration or sooner termination of the Lease Term as provided herein.

ARTICLE III

LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.1 Lease of the Project. The Issuer hereby leases to the Lessee, and the Lessee hereby leases from the Issuer, subject to Permitted Encumbrances, the Project at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Lease.

The Issuer hereby grants to the Lessee an easement in gross over such portions of the Project as necessary for the purpose of acquiring, constructing, installing, repairing, restoring, maintaining and operating the Project.

Moreover, the Issuer hereby authorizes and directs Lessee to exercise all rights under this Lease (and perform all obligations), and the Appurtenant Easements, subject to the Permitted Encumbrances as if Lessee were the fee simple owner of the Project. This authorization and appointment of the Lessee pursuant to the foregoing sentence and all authority hereby conferred or granted is conferred and granted irrevocably, until the expiration or earlier termination of this Lease. The Issuer hereby agrees that third parties shall be entitled to rely on the authorization and appointment set forth in this paragraph.

The Issuer further hereby assigns to the Lessee any and all other rights, claims and entitlements as may exist with respect to fee interest encumbered by this Lease as may be necessary or desirable in connection with the construction and development of the Project and agrees that the Lessee may exercise such rights during the term of this Lease, all as if the Lessee were the fee simple owner of the Project.

The Issuer acknowledges that the Project will not be owner occupied and will be subleased to one or more subtenants.

Section 3.2 Warranty of Title. The Issuer for itself, its successors and assigns, warrants to the Lessee, its successors and assigns, that the Issuer has good, valid and marketable title in and to the Leased Land, free from all encumbrances except Permitted Encumbrances. The Issuer agrees that, upon the request of the Lessee, it will furnish to the Lessee, and at the Lessee's expense, a title insurance policy issued by a title insurance company designated by the Lessee and in a face amount to be determined by the Lessee.

The Issuer agrees that it shall upon request of the Lessee join where necessary in any proceeding to protect and defend the Issuer's title in and to the Project, provided that the Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever in connection with such proceeding.

Section 3.3 Quiet Enjoyment; Agreement to Enter Into Subordination, Non-Disturbance and Attornment Agreements.

(a) The Issuer warrants and covenants that it will defend the Lessee in the quiet enjoyment and peaceable possession of the Leased Land, and all appurtenances thereunto

belonging, free from all claims of all persons whomsoever acting by, through or under the Issuer, throughout the Lease Term.

In addition to the foregoing warranty, the Issuer agrees that it will not take or cause another party to take any action to interfere with the Lessee's peaceful and quiet enjoyment of the Project. The Issuer agrees that in the event the peaceful and quiet enjoyment of the Project shall otherwise be denied to the Lessee or contested by anyone, the Issuer shall upon request of the Lessee join where necessary in any proceeding to protect and defend the quiet enjoyment of the Lessee, provided that, unless such denial or contest shall result from the gross negligence or willful misconduct of the Issuer, the Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever.

The provisions of this section shall apply so long as the Lessee shall perform the covenants, conditions and agreements to be performed by it hereunder, or so long as the period for remedying any default in such performance shall not be expired.

(b) So long as there shall not have occurred and be continuing an Event of Default under this Lease, the Issuer hereby agrees to enter into and shall enter into from time to time, upon the prior written request of the Lessee, any Subordination, Non-Disturbance and Attornment Agreement in substantially the form approved by the Issuer and the Lessee.

Section 3.4 Limitations of Warranties and Covenants. The warranties and covenants of the Issuer which are contained in Sections 3.2 and 3.3 hereof shall be limited to the extent and in such amount as may be collected from time to time from the Lessee under the Lease; provided, however that nothing contained in this Section shall restrict the Issuer's liability resulting from the Issuer's gross negligence.

Section 3.5 Agreement of the Issuer to Execute Amendment to Lease Agreement. The Issuer and the Lessee understand and agree that portions of the Leased Land and/or items of the Leased Equipment may be removed from this Lease in accordance with the provisions hereof and that certain items of personal property may be acquired by the Lessee and conveyed to the Issuer or may be acquired directly by the Issuer from time to time hereafter. The Issuer agrees to execute from time to time an amendment or amendments to the Lease Agreement in substantially the form contained as Exhibit "E" hereto or such other form as may be reasonably satisfactory to the Issuer and the Lessee, and the additional property added thereby shall become a part of the Project and leased by the Issuer to the Lessee pursuant to this Lease.

Section 3.6 Agreement of the Issuer to Subordinate to any Leasehold Mortgage. At Lessee's request and with the prior written consent of the owners of a majority in principal amount of Bonds outstanding, the Issuer, excluding its Unassigned Rights, shall subordinate its fee simple interest and estate in the Project to any Leasehold Mortgagee. In furtherance of such obligation, the Issuer shall execute any deed to secure debt, assignment of leases or other documents reasonably requested by Lessee and with the prior written consent of the owners of a majority in principal amount of Bonds outstanding.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; ISSUANCE OF THE BONDS; ADDITIONAL BONDS

Section 4.1 Agreement to Construct and Install the Project on the Leased Land. Not later than the delivery of this Lease the Issuer will have acquired the title in and to the Leased Land which it warrants in Section 3.2 hereof and, subject to the provisions of Section 4.6 hereof, the Lessee agrees that, as principal and not as agent for the Issuer, it will cause the acquisition, construction, development and installation of the Buildings, and will cause to be acquired and installed the Leased Equipment, to consist of machinery, equipment and related property described in the list attached hereto as Exhibit "B" and such other items of machinery, equipment and related property as in the Lessee's judgment may be necessary or desirable for the operation of the Project and as shall from time to time prior to the Completion Date be specified in written orders from the Lessee to the Issuer, all of which acquisitions, developments and installations shall be made substantially in accordance with directions given by the Lessee. Subject to Section 13.13 hereof, the Buildings and the Leased Equipment shall be the property of the Issuer and subject to the terms of this Lease. The Lessee will proceed as promptly as practicable after the date of execution of this Lease Agreement to complete the acquisition, construction and equipping of the Project. Items of used equipment, as well as new equipment, may be included in the Project. The Lessee may, using its own funds, pay any of the costs of the Project, and acquire any property which is to be a part of the Project in its own name, for the purpose of the later transfer of such property by the Lessee to the Issuer pursuant hereto. The Lessee is not authorized to and will not obligate the Issuer for any of the costs of completing the Project. The Lessee may make changes in the Project, so long as such changes do not cause the Project to be unsuitable for its intended purpose or to fail to constitute a "project" under the Act or to violate any applicable provisions of law.

The Issuer, to the maximum extent permitted by law, hereby makes, constitutes and appoints the Lessee as its true, lawful and exclusive agent for the acquisition, construction, development and installation of the Project, and the Lessee hereby accepts such agency to act and do all things on behalf of the Issuer, to perform all acts of the Issuer herein before provided in this Section 4.1, and to bring any actions or proceedings against any person which the Issuer might bring with respect thereto as the Lessee shall deem proper. The Issuer hereby ratifies and confirms all actions of, and assumes and adopts all contracts entered into by, the Lessee with respect to the Project prior to the date hereof. This appointment of the Lessee to act as agent and all authority hereby conferred or granted is conferred and granted irrevocably, until all activities in connection with the acquisition, construction, development and installation of the Project shall have been completed, and shall not be terminated prior thereto by act of the Issuer or of the Lessee.

The Issuer agrees that it will enter into, or accept the assignment of, such contracts, easements or other document affecting the Project as the Lessee may request in order to effectuate the purposes of this Section, but that it will not (i) execute any contract, easement or any other document affecting the Project, or any amendment, modification or termination of any such document unless and until the Authorized Lessee Representative shall have approved the same in writing or (ii) give any order for the construction of the Building or any modification thereto or

the acquisition, development and installation of the Leased Equipment unless and until the Authorized Lessee Representative shall have approved the same in writing.

The Lessee agrees to complete the acquisition, construction, development, installation and equipping of the Project as promptly as practicable after the date of the execution and delivery of this Lease, to continue said construction with all reasonable dispatch and to use commercially reasonable efforts to cause said construction to be completed as soon as practicable, delays incident to strikes, riots, acts of God or the public enemy beyond the reasonable control of the Lessee only excepted, but if said acquisition, construction, development, installation and equipping is not completed within the time herein contemplated there shall be no resulting liability on the part of the Lessee and no diminution in or postponement of the rents required in Section 5.3 hereof to be paid by the Lessee.

The Leased Equipment shall be tagged or otherwise adequately identified in the records of the Lessee in such manner so as to permit its identification as part of the Leased Equipment.

Section 4.2 Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds for payment, directly or indirectly, of the Costs of the Project provided for in Section 4.1 hereof, the Issuer agrees that as soon as possible it will authorize, sell and cause to be delivered to the initial purchaser or purchasers thereof, the Bonds, bearing interest and maturing as set forth in Article III of the Indenture, at a price to be approved by the Lessee. Upon receipt of the proceeds derived from the sale of the Bonds, the Issuer will deposit said proceeds received upon said sale in the Project Fund.

This Series 2020 Bond and the interest hereon shall not be deemed to constitute a debt or a general obligation or a pledge of the faith and credit of the State of Georgia or of Fulton County, Georgia, or the City of Alpharetta, Georgia (the "City") and does not directly, indirectly or contingently obligate said State the County or City to levy or to pledge any form of taxation whatever for the payment of such principal and interest. This Series 2020 Bond is payable solely from the rental payments and other payments received under this Lease Agreement together with all other rents, revenues and receipts arising out of or in connection with the Issuer's ownership of the Project (except for certain Unassigned Rights as defined in the Indenture) and the Issuer is obligated to pay the principal of and the interest on this Series 2020 Bond only from the fund entitled Development Authority of Alpharetta Taxable Revenue Bond Fund – 100 Kimball Bridge Owner, LLC Project (the "Bond Fund"), created in the Indenture. The Issuer has no taxing power. No recourse shall be had for the payment of the principal of and the interest on this Series 2020 Bond against any officer, director, agent, employee or member of the Issuer.

Section 4.3 Disbursements from the Project Fund. The Issuer will in the Indenture authorize and direct the Trustee to use the moneys in the Project Fund for the following purposes:

- (a) Payment of the initial or acceptance fee of the Trustee and customary and reasonable fees and expenses of the Trustee (including reasonable counsel fees actually incurred and reasonable expenses of counsel); the fees and expenses payable to the Issuer (including reasonable counsel fees actually incurred and reasonable expenses of counsel);

the fees and expenses for recording or filing the Limited Warranty Deed whereby fee simple title in and to the Leased Land has been or is to be conveyed to the Issuer; the fees and expenses for recording or filing this Lease (or a memorandum thereof), the Indenture and any other documents by which this Lease is assigned as security for the Bonds; the fees and expenses for recording or filing any documents that the Lessee may deem desirable to file for record in order to protect the title of the Issuer to the Project, or any part thereof; and the fees and expenses in connection with any actions or proceedings that the Lessee may deem desirable to bring in order to perfect or protect the title of the Issuer to the Project;

(b) Payment to the Lessee and the Issuer, as the case may be, of such amounts, if any, as shall be necessary to reimburse the Lessee and the Issuer in full for all advances and payments made by them or either of them prior to or after the delivery of the Bonds for expenditures in connection with the acquisition by the Issuer or the Lessee of fee simple title to the Leased Land (including the cost of the Leased Land and of any options to purchase the Leased Land and rights-of-way for the purpose of providing access to and from the Leased Land), clearing the Leased Land, site improvement, the preparation of the plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction; development, installation and equipping of the Project, the acquisition, construction, development, installation and equipping necessary to provide utility services or other facilities including trackage to connect the Project with public transportation facilities, and the acquisition, construction, development and installation of all real or personal properties deemed necessary in connection with the Project, and any architectural, engineering and supervisory services with respect to any of the foregoing;

(c) Payment of, or reimbursement of the Issuer or the Lessee for, the customary and reasonable legal and accounting fees and expenses, financial consultants' fees, rating agencies' fees, financing charges (including underwriting or placement fees) and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, the preparation of this Lease or any amendment hereto, the Indenture, the Financing Statements and all other documents in connection therewith and in connection with the acquisition of title to the Project and any financing obtained from the Lessee's lenders;

(d) Payment for labor, services, materials and supplies used or furnished in site improvement and in the acquisition, construction, development and installation of the Project, all as provided in the plans and specifications therefor; payment for the cost of the acquisition, construction, development and installation of utility services or other facilities including trackage to connect the Project with public transportation facilities, and payment for the cost of all real and personal property deemed necessary in connection with the Project; and payment for the miscellaneous expenses incidental to any of the foregoing;

(e) Payment of the fees, if any, for architectural, engineering and supervisory services with respect to the Project;

(f) Payment, as such payments become due, of the fees and expenses of the Trustee and the fees and expenses of its counsel properly incurred under the Indenture that may become due during the Construction Period;

(g) To such extent as they shall not be paid by a contractor for acquisition, construction, development or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the Construction Period under this Lease, or reimbursement thereof if paid by the Lessee under Section 6.4 hereof;

(h) Payment of the taxes, assessments and other charges, if any, referred to in Section 6.3 hereof that may become payable during the Construction Period;

(i) Payment of expenses incurred with approval of the Lessee in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project;

(j) All moneys remaining in the Project Fund (including moneys earned on investments made pursuant to the provisions of Section 4.8 hereof) after the Completion Date and payment in full of the costs of the acquisition, construction, development, installation and equipping of the Project, and after payment of all other items provided for in the preceding subsections of this Section then due and payable shall, at the written direction of the Authorized Lessee Representative, be (i) used for the purchase of Bonds for the purpose of cancellation, or (ii) paid into the Bond Fund, or (iii) a combination of (i) and (ii) as is provided in such direction, provided that amounts approved by the Lessee and the Authorized Issuer Representative shall be retained by the Trustee in the Project Fund for payment of Project costs not then due and payable. Any balance remaining of such retained funds after full payment of all such Project costs shall be used by the Trustee as directed by the Lessee in the manner specified in clauses (i), (ii) and (iii) of this subsection; and

(k) Any other Costs of the Project. Anything contained in this Section 4.3 to the contrary notwithstanding, if the Bond Purchaser is also the Lessee, in lieu of making a deposit into the Project Fund, the Bond Purchaser may make an internal book entry notation to denote that funds have been advanced by the Bond Purchaser on behalf of the Issuer to the Lessee as payment or reimbursement of Project costs.

The payments specified in subsections (a) through (k) of this Section shall be made by the Trustee only upon receipt of the following:

(a) A written Requisition for such payment signed by the Lessee by an Authorized Lessee Representative in the form contained as Exhibit "F" hereto;

(b) A certification by the Lessee certifying:

(1) that an obligation in the stated amount has been incurred by or on behalf of the Issuer or the Lessee in connection with the issuance of the Bonds or

the acquisition, construction, development, installation and equipping of the Project;

(2) that such obligation is a proper charge against the Project Fund and has not been the basis of any previous withdrawal from the Project Fund, and specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed;

(3) that the Lessee has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than Permitted Encumbrances and those being contested in good faith as permitted in Section 6.1(c) hereof) which should be satisfied or discharged before such payment is made; and

(4) that such requisition contains no item representing payment on account of any retained percentages which the Issuer or the Lessee is, as of the date of such requisition, entitled to retain under retained percentage agreements.

(c) with respect to any such requisition for payment for labor, services, material, supplies or equipment, a certificate, signed on behalf of the Lessee by an Authorized Lessee Representative, certifying that insofar as such obligation was incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction, development and installation of the Project, such labor and services were to the Lessee's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction, development and installation of the Project or delivered at the site of the Project for that purpose. If any such requisition for materials, supplies or equipment requires reimbursement for such item to the Lessee where title is not in the Issuer, such requisition shall so state and shall include any bill of sale necessary to convey title in and to such item to the Issuer. Such certificate shall be given without prejudice against any rights of the Issuer or the Lessee against third parties which exist on the date thereof.

In making any such payment from the Project Fund the Trustee may rely on any such requisitions and certificates delivered to it pursuant to this Section and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such requisitions and such certificates without inspection of the Project or any other investigation.

Section 4.4 Obligation of the Parties to Cooperate in Furnishing Documents to Trustee. The Issuer and the Lessee agree to cooperate with each other in furnishing to the Trustee the documents referred to in Section 4.3 hereof that are required to effect payments out of the Project Fund, and to cause such requisitions and certificates to be directed by the Authorized Issuer Representative and the Authorized Lessee Representative to the Trustee as may be necessary to effect payment out of the Project Fund in accordance with Section 4.3 hereof. Such obligation of the Issuer and the Lessee is subject to any provisions of this Lease or the Indenture requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Indenture.

Section 4.5 Establishment of Completion Date. The Completion Date shall be evidenced to the Issuer and Trustee by a certificate signed on behalf of the Lessee by an Authorized Lessee Representative stating that, except for amounts retained by the Trustee for Project costs not then due and payable as provided in Section 4.3(j) hereof, (i) the acquisition, construction, development, installation and equipping of the Project has been substantially completed and all labor, services, materials and supplies used in such acquisition, construction, development and installation have been paid for, and (ii) the Project has been acquired, constructed, installed and equipped to the Lessee's satisfaction and all costs and expenses incurred in connection therewith have been paid, and (iii) all permissions required of governmental authorities for the occupancy of the Project have been obtained, including a certificate of occupancy. Notwithstanding the foregoing, such certificate of the Lessee shall state that it is given without prejudice to any rights against third parties which exist on the date of such certificate or which may subsequently come into being. The Issuer and the Lessee agree to cooperate one with the other in causing such certificate to be furnished to the Trustee.

Section 4.6 Lessee Required to Pay Project Costs in Event Project Fund Insufficient. In the event that moneys in the Project Fund available for payment of the costs of the Project should not be sufficient to pay the costs thereof in full, and if Additional Bonds are not issued to finance the completion of the Project, the Lessee agrees to complete the Project and to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Lease, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Lessee agrees that if after exhaustion of the moneys in the Project Fund, the Lessee should pay any portion of the costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the holders of any of the Bonds nor shall it be entitled to any diminution in or postponement of the rental payments required in Section 5.3 hereof to be paid by the Lessee.

Section 4.7 Pursuit of Remedies Against Suppliers, Contractors and Subcontractors and Their Sureties. In the event of any default of any supplier, contractor or subcontractor under any contract made by it in connection with the Project or in the event of breach of warranty with respect to any material, workmanship or performance guaranty, the Lessee may proceed, either separately or in conjunction with others, to exhaust the remedies available to it or of the Lessee may have against any defaulting supplier, contractor or subcontractor and against any surety therefor, for the performance of any contract made in connection with the Project. If the Lessee shall so notify the Issuer the Lessee may, in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving any such supplier, contractor, subcontractor or surety which the Lessee deems reasonably necessary, and in such event the Issuer hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Issuer in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date shall be paid to the Lessee.

Section 4.8 Investment of Project Fund Moneys Permitted. Any moneys held as part of the Project Fund shall be invested or reinvested by the Trustee upon the written request and direction of the Authorized Lessee Representative in:

(i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State;

(ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iii) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;

(iv) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;

(v) Certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of this state or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(vi) Repurchase agreements with respect to obligations included in (i), (ii), (iii), (iv) or (v) above and any other investments to the extent at the time permitted by then applicable law for the investment of public funds; and

(vii) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of

1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(A) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraph (ii) hereof and repurchase agreements fully collateralized by any such obligations;

(B) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(C) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(D) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State.

Such investments shall mature or shall be subject to sale prior to maturity in such amounts and at such times as may be necessary to provide funds when needed to make payments from the Project Fund. The Trustee may make any and all such investments through its own bond department. Any interest or gain received from such investments of the moneys in the Project Fund shall be credited to and held in the Project Fund and any loss from such investments shall be charged against the Project Fund.

Section 4.9 Issuance of Additional Bonds. So long as there shall not have occurred and be continuing an Event of Default hereunder or an event of default under the Indenture, in its sole discretion, the Issuer shall, from time to time at the request of the Lessee, but only to the extent permitted under applicable law, issue Additional Bonds in aggregate principal amounts as requested by the Lessee under the terms and conditions provided herein and in the Indenture, but in no event shall the Issuer be liable for not issuing Additional Bonds. Additional Bonds may be issued to finance or refinance the cost of (a) completing the acquisition, construction, development and installation of the Project, (b) providing for the enlargement, improvement, expansion or replacement of the Project, (c) refunding all of the Bonds of any one or more series then outstanding or (d) any combination of the foregoing; provided, in any case, that either prior to or contemporaneously with the issuance of Additional Bonds (i) the terms, conditions, manner of issuance, purchase price, delivery and contemplated disposition of the proceeds of the sale of such Additional Bonds shall have been approved in writing by the Lessee, executed by the Lessee, and (ii) the conditions specified in the Indenture with respect to the issuance of such Additional Bonds shall have been satisfied.

ARTICLE V

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 5.1 Effective Date of this Lease; Duration of Lease Term. This Lease shall become effective upon its delivery (the “Commencement Date”) and the leasehold interest created by this Lease shall begin on the Completion Date, and, subject to the other provisions of this Lease (including particularly Articles X, XI, and XII hereof), shall expire at midnight, on December 31 in the year following the tenth anniversary of the Completion Date (the “Termination Date”), or if at said time and on said date Payment in Full of the Bonds shall not have been made, then on such date as such payment shall have been made, but in no event later than the date that is four years following the Termination Date.

Section 5.2 Delivery and Acceptance of Possession. The Issuer agrees to deliver to the Lessee sole and exclusive possession of the Project (subject to the right of the Trustee and Issuer to enter thereon for inspection and other purposes as set forth in Section 8.2 hereof) on the Completion Date and the Lessee agrees to accept possession of the Project upon such delivery; provided, however, that the Lessee shall be granted access to the Project prior to the Completion Date for the sole purpose of constructing and developing the Project as agent of the Issuer and the Lessee may install and maintain its own equipment during the Construction Period.

Section 5.3 Rents and Other Amounts Payable. Subject to Section 208 of the Indenture and the Home Office Payment Agreement, by and among the Issuer, the Trustee and the Lessee, on or before January 1, _____, and on or before each January 1 and July 1 in each year thereafter until Payment in Full of the Bonds, the Lessee shall pay or cause to be paid to the Trustee for the account of the Issuer as rents for the Project a sum equal to the amount payable on such date as principal of and interest on the Bonds, as provided in the Indenture. Each rental payment under this Section shall be sufficient to pay the total amount of principal and interest payable on such semiannual interest payment date, and if at any semiannual interest payment date the balance in the Bond Fund is insufficient to make required payments of principal and interest on such date, the Lessee shall forthwith pay any such deficiency. The right of the Trustee, as assignee of the Issuer, shall be subject to the rights of a Lender under any Loan Documents.

Anything herein to the contrary notwithstanding, any amount at any time held by the Trustee in the Bond Fund shall be credited against the next succeeding rental payment and such credit shall reduce the payment to be then made by the Lessee; and further, if the amount held by the Trustee in the Bond Fund should be sufficient to pay at the times required the principal of and interest on all Bonds then remaining unpaid, the Lessee shall not be obligated to make any further rental payments under the provisions of this Section.

The Lessee agrees to pay to the Trustee until Payment in Full of the Bonds (i) at least once a year an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered and its Ordinary Expenses incurred under the Indenture, (ii) the reasonable fees of Trustee’s counsel as provided herein and in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for Extraordinary Services rendered by it and Extraordinary Expenses incurred by it as such terms are defined in the Indenture, as and when

the same become due; provided, that the Lessee may, without creating a default hereunder, withhold such payment to contest in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any such Extraordinary Services and Extraordinary Expenses.

If the Lessee should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Lessee until the same shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent legally enforceable, at the Default Rate per annum until paid. The provisions of this Section shall be subject to the provisions of Section 9.6 hereof.

Section 5.4 Place of Rental Payments. The rents provided for in the first paragraph of Section 5.3 hereof and the interest on delinquent rents shall be paid directly to the Trustee for the account of the Issuer and will be deposited in the Bond Fund subject to the provisions of Section 208 of the Indenture. The other payments provided for in Section 5.3 hereof shall be paid directly to the Trustee for its own use or for disbursement to any other paying agent on the Bonds, as the case may be.

Section 5.5 Obligations of Lessee Hereunder Absolute and Unconditional. Subject to the provisions of Section 9.6 hereof, the obligations of the Lessee to make the payments required in Section 5.3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and with no right of setoff. Until such time as Payment in Full of the Bonds shall have been made, the Lessee (i) will not suspend or discontinue any payments provided for in Section 5.3 hereof except to the extent the same have been prepaid, (ii) will perform and observe all of its other agreements contained in this Lease, and (iii) except as provided in Sections 11.1 hereof, will not terminate the Lease Term for any cause, including, without limiting the generality of the foregoing, failure of the Issuer to complete the Project, failure of the Issuer's title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either thereof or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease or the Indenture. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained; and if the Issuer should fail to perform any such agreement, the Lessee may institute such action against the Issuer as the Lessee may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not conflict with the agreements on the part of the Lessee contained in the preceding sentence. The Lessee may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary or in order to insure the acquisition, construction, development, installation and completion of the Project or to secure or protect its right of possession, occupancy and use of the Project hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Lessee and to take all lawful action which is required to effect the substitution of the Lessee for the Issuer in any such action or proceeding if the Lessee shall so request.

Section 5.6 Lessee's Performance under Indenture. The Lessee agrees, for the benefit of the holders from time to time of the Bonds, to do and perform all acts and things contemplated in the Indenture to be done or performed by it.

ARTICLE VI

MAINTENANCE AND MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 Maintenance and Modifications of Project by Lessee.

(a) The Lessee will cause the Project to be maintained, preserved and kept in good repair, working order and condition and will from time to time cause to be made all necessary and proper repairs, replacements and renewals; provided, however, that the Lessee will have no obligation to cause to be maintained, preserved, repaired, replaced or renewed any element or unit of the Project, the maintenance, repair, replacement or renewal of which, in the opinion of the Lessee, becomes uneconomic to the Lessee because of damage or destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations, or the termination by the Lessee of the operation of the facilities to which such element or unit of the Project is an adjunct. For purposes of this Section 6.1, upon the request of Issuer, the “opinion of the Lessee” shall be expressed to the Issuer and the Trustee by delivery of a certificate of an Authorized Lessee Representative to the effect that the circumstances, situations or conditions described in this Section 6.1 exist to the extent that the Lessee is not required to cause to be maintained any element or unit of the Project.

The Lessee covenants that as long as the Lessee or one of its subsidiaries or affiliates operates the Project, it or one of its subsidiaries or affiliates will cause the Project to be maintained and operated as a “project” within the meaning of the Act as in effect on the date hereof.

(b) The Lessee may from time to time, in its sole discretion, at its own expense and not from the proceeds of the Bonds, make any additions, modifications or improvements to the Project, including installation of additional machinery, equipment and related property in the Building or on the Leased Land, which it may deem desirable for its business purposes. All machinery, equipment and related property so installed by the Lessee shall remain the sole property of the Lessee in which neither the Issuer nor the Trustee shall have any interest unless the Lessee has requested that such machinery, equipment and other related property be subject to this Lease and incorporated into the Project. Other than such machines, equipment and other related property incorporated into the Project, all such machinery, equipment and other related property may be modified or removed at any time; provided that any damage to the Project occasioned by such modification or removal shall be repaired by the Lessee at its own expense.

(c) The Lessee shall not permit any mechanics’ liens, materialmen’s liens or other liens to be established and remain against the Project for labor or materials furnished or services rendered in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that if the Lessee shall first notify the Trustee of its intention so to do, the Lessee may in good faith contest any mechanics’ liens, materialmen’s liens or other liens filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Issuer or the Trustee

shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items, the Project or any material part thereof or the revenues from the Project will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Issuer will cooperate fully with the Lessee in any such contest.

Section 6.2 Removal of Leased Equipment. The Issuer shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary Leased Equipment. In any instance where the Lessee in its sole discretion determines that any such items have become inadequate, obsolete, worn out, unsuitable, undesirable, inappropriate or unnecessary for their purposes at such time, the Lessee may remove such items of Leased Equipment and (on behalf of the Issuer) sell, trade in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Issuer or the Trustee therefor, provided that the Lessee shall certify that such removal or substitution shall not impair the operation of the Project.

At the option of the Lessee, at any time prior to the Completion Date, the Lessee may pay the proceeds of any such sale, trade-in or other disposition of such items of Leased Equipment to the Trustee with written instructions to deposit such moneys into the Project Fund whereupon such moneys shall become a part of the Project Fund and used in the manner set forth in Article IV hereof.

The removal from the Project of any portion of the Leased Equipment pursuant to the provisions of this Section shall not entitle the Lessee to any abatement or diminution in amount of the rents payable under Section 5.3 hereof.

Upon the request of the Lessee, the Issuer shall deliver and cause or direct the Trustee to deliver to the Lessee an Amendment to Lease Agreement in substantially the form of Exhibit "E" hereto or other appropriate documents conveying to the Lessee title to any property removed from the Project pursuant to this Section 6.2 and releasing the same from the provisions of this Lease.

The preceding provisions of this Section 6.2 shall apply only so long as any part of the principal of or the interest on any of the Bonds remains unpaid. After full payment of the principal of and the interest on the Bonds, neither the Issuer nor the Lessee shall be under any obligation to renew, repair or replace any of the Leased Equipment that may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Project, and after such full payment the Lessee may, if in its sole discretion any item of the Leased Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the operation of the Project, remove such item of Leased Equipment from the Project and (on behalf of the Issuer) sell, trade in, exchange or otherwise dispose of it, without any responsibility or accountability to the Issuer therefor and without being required to substitute and install in the Project other equipment in substitution therefor, and may retain any money or other consideration received by it upon any disposition of any such item of Leased Equipment.

Section 6.3 Taxes, Other Governmental Charges and Utility Charges.

(a) The Issuer and the Lessee further acknowledge that under present law no part of the Project owned by the Issuer and financed with the proceeds of the Bonds from time to time will be subject to ad valorem taxation by the State of Georgia or by any political or taxing subdivision thereof, and that under present law the income and profits (if any) of the Issuer from such portions of the Project are not subject to either Federal or Georgia taxation and these factors have induced the Lessee to enter into this Lease. However, subject to the Memorandum of Agreement, the Lessee shall pay, as the same become lawfully due and payable, (i) all taxes and governmental charges of any kind whatsoever upon or with respect to the interest held by the Lessee under this Lease, (ii) all taxes and governmental charges of any kind whatsoever upon or with respect to the Project or any machinery, equipment or related property installed or brought by the Lessee therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the income or profits of the Issuer from the Project which, if not paid, will become a charge on the rents, revenues and receipts from the Project prior to or on a parity with the pledge or assignment thereof created and made in the Indenture), (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and (iv) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

(b) The Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Issuer, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Issuer or the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the rents, revenues or receipts derived from the Project will be materially endangered or the Project or any material part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. The Issuer shall cooperate fully with the Lessee in any such contest. If the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Issuer or the Trustee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Default Rate the date thereof, the Lessee agrees to pay.

Section 6.4 Insurance Required. Throughout the Lease Term, the Lessee shall insure the Project against such casualties and personal injury risks as is consistent with its insurance practices in effect from time to time, in any event. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies of the Lessee. Insurance policies may be written with deductible amounts and exceptions and exclusions as the Lessee deems necessary in the normal course of its business. The Issuer and the Trustee shall be named as additional insured under any such insurance policy or policies, as their respective interest may appear. The Issuer shall receive thirty (30) days written notice of cancellation of any such insurance policy.

Section 6.5 Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.4 hereof shall be paid to the Lessee or to the Specified Mortgagee pursuant to the Specified Mortgage or Loan Documents. Nothing contained in this Section 6.5 shall relieve the Lessee of its obligations contained in Section 7.1 hereof.

Section 6.6 Additional Provisions Respecting Insurance. All claims made under any insurance policies carried pursuant to the requirements of Section 6.4 hereof, regardless of amount, may be adjusted by the Lessee with the insurers.

The Lessee shall furnish to the Issuer at closing and annually thereafter evidence satisfactory to the Issuer that it is in compliance with the requirements of Section 6.4 hereof and that such insurance provides coverage of at least \$3,000,000 for third party liability.

Section 6.7 Other Issuer Expenses. Anything to the contrary herein notwithstanding, the Lessee shall pay any expenses not specifically mentioned herein which are reasonably incurred by the Issuer in connection with the Project, this Lease, the Indenture or the Bonds, and which are not paid from the Project Fund pursuant to Section 4.3 hereof.

Section 6.8 Advances by Issuer or Trustee. If the Lessee fails to maintain the full insurance coverage required by this Lease or fails to keep the Project in as reasonably safe condition as its operating conditions will permit, or fails to keep the Project in good repair and good operating condition to extent required by Section 6.1 hereof, the Issuer or the Trustee may (but unless satisfactorily indemnified shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements if the Lessee shall fail to do so within fifteen (15) days after written notice of failure to do so has been delivered to Lessee by the Trustee or the Issuer; and all amounts so advanced therefor by the Issuer or the Trustee will become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Default Rate from the date thereof, the Lessee agrees to pay.

Section 6.9 Indemnification of Issuer and the Trustee. The Lessee shall, to the extent permitted by applicable law, indemnify and save the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each harmless against and from all claims by or on behalf of any person, firm or corporation or governmental entity arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and against and from all claims arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease, (c) any contract entered into in compliance with the provisions of Section 4.1 hereof in connection with the acquisition, construction, development and installation of the Project, (d) any act of negligence of the Lessee or of any of its agents, contractors, servants, members, employees or licensees, (e) any act of negligence of any assignee or sublessee of the Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Lessee, (f) in the case of the Issuer and the Trustee and the respective officers, directors, members, agents of each, against and from any loss, liability, expense or claim arising under or in connection with the acceptance or administration of the Trust Estate, (g) any future resale of the Bonds, and (h) including without limiting the generality of the foregoing, any loss, liability or expense arising

under the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended, and any other environmental statute, rule or regulation relating solely to the acts or omissions occurring following the execution of this Lease. The Lessee shall indemnify and save the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each harmless from and against all costs and expenses incurred in or in connection with any action or proceeding brought on such claims, and upon notice from the Issuer or the Trustee, the Lessee shall defend them or either of them in any such action or proceeding. Nothing contained herein shall require the Lessee to indemnify the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each for any claim or liability resulting from the Issuer's or the Trustee's own willful misconduct or gross negligence or for any claim or liability which the Lessee was not given the opportunity to contest. The Issuer or the Trustee shall reimburse the Lessee for payments made by the Lessee pursuant to this Section 6.9 to the extent of any proceeds, net of all expenses of collection, actually received by either such party from any insurance covering such claims with respect to the losses sustained. The Issuer or the Trustee, as applicable shall promptly claim any such insurance proceeds and shall assign its rights to such proceeds, to the extent of such required reimbursement, to the Lessee. In case any action shall be brought against the Issuer or the Trustee in respect of which indemnity may be sought against the Lessee, the Issuer or the Trustee, as applicable shall promptly notify the Lessee in writing and the Lessee shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. Failure to give any such notice shall not affect the right of the Issuer or Trustee, as applicable, to receive the indemnification provided herein; unless such failure resulted from the gross negligence or willful misconduct of the Issuer or the Trustee, such failure could not be remedied and the result of such failure is that the interests of the Lessee were materially and adversely affected as a direct result of such failure. The Issuer or the Trustee, as applicable shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Trustee unless (i) the employment of such counsel has been authorized by the Lessee or, (ii) the Lessee shall have failed promptly after receiving notice of such action from the Issuer or the Trustee, as applicable, to assume the defense of such action and employ counsel reasonably satisfactory to the Issuer or the Trustee, as applicable, or (iii) the named parties to any such action (including any impleaded parties) include both the Issuer or the Trustee, as applicable, and the Lessee or an affiliate of the Lessee, and the Issuer or the Trustee, as applicable, shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the Lessee or affiliate of the Lessee or (iv) the Issuer or the Trustee, as applicable, shall have been advised by counsel that there is a conflict on any legal issue between the Issuer or the Trustee, as applicable, and the Lessee (in which case, if the Issuer or the Trustee, as applicable, notifies the Lessee in writing that it elects to employ separate counsel at the expense of the Lessee, the Lessee shall not have the right to assume the defense of such action or proceeding on behalf of the Issuer or the Trustee, as applicable). The Lessee shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of the Lessee or if there be a final unappealable judgment for the plaintiff in any such action, the Lessee agrees to indemnify and hold harmless the Issuer and the Trustee and the officers, directors, members, agents, employees and attorneys of each from and against any loss by reason of such settlement or judgment. Nothing herein shall be construed as requiring the Issuer or the Trustee to acquire or maintain insurance of any form or nature with respect to the Project or any portion thereof or with respect to any phrase, term, provision,

condition or obligation of this Lease or any other matter in connection herewith. The obligations of the Lessee under this Section 6.9 shall survive the termination of this Lease, the resignation or removal of the Trustee, and the satisfaction and discharge of the Indenture and shall continue in full force and effect, binding the Lessee to the provisions of this Section 6.9 without regard to the manner of termination of this Lease.

The Lessee shall indemnify the Trustee and its agents for, and hold them harmless against, any and all loss, damage, claim, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee), arising out of or in connection with the acceptance or administration of the trust or trusts hereunder and under the Indenture including the costs and expenses of defending itself against any claim (whether asserted by the Lessee, the Issuer, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties under the Indenture, or in connection with enforcing the provisions of this Section, except to the extent that such loss, damage, claim, liability or expense is due to its own gross negligence or willful misconduct. Such indemnity and hold harmless obligations are subject to the same terms, conditions and procedures as set forth above.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction. Unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if prior to Payment in Full of the Bonds the Project is damaged or destroyed by fire or other casualty, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof and shall, at the written direction of 100% of the holders of the Bonds outstanding, promptly replace, repair, rebuild or restore the property damaged to substantially the same condition as existed prior to the event causing such damage, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair operating unity of the Project or change its character to such an extent that its ownership by the Issuer would not be permitted under the laws pursuant to which the Issuer was created. The Issuer hereby acknowledges and agrees that the Issuer shall have no right to settle any claim with regard to any damage or destruction of the Project without Lessee's written approval, which approval may be granted or withheld in Lessee's sole and absolute discretion. All casualty insurance proceeds shall be made available to Lessee.

Section 7.2 Condemnation. Unless the Lessee shall have exercised its options to prepay the Bonds in whole, terminate the Lease Term and purchase the Project, if the title in and to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof, and shall, at the written direction of 100% of the holders of the Bonds outstanding, cause the restoration of the Project to substantially the same condition as it existed prior to the exercise of the said power of eminent domain, or shall acquire and install other machinery, equipment or related property suitable for the Lessee's operations at the Project, title to which machinery, equipment or related property will be conveyed to the Issuer by bill of sale and which will be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than the payments specified in Section 5.3 hereof. Issuer hereby acknowledges and agrees that Issuer shall have no right to convey any portion of the Project in lieu of condemnation or settle any claim with regard to condemnation without Lessee's written approval, which approval may be granted or withheld in the Lessee's sole and absolute discretion. All condemnation proceeds and proceeds received in lieu of condemnation shall be made available to the Lessee, subject to the rights of any Mortgage of Lessee. The Issuer hereby acknowledges and agrees that the Issuer will have no right to convey any portion of the Project in lieu of condemnation or settle any claim with regard to condemnation without the Lessee's [and Specified Mortgagee's] written approval, which approval may be granted or withheld in Lessee's [or Specified Mortgagee's] sole and absolute discretion.

Section 7.3 Proceeds of Insurance and Condemnation Awards. All Net Proceeds of casualty insurance resulting from claims for such losses and all Net Proceeds of any condemnation award shall be paid to the Lessee, subject to the provisions of any Specified Mortgage or the Loan Documents. Issuer hereby acknowledges and agrees that Issuer shall have no right to convey any portion of the Project in lieu of condemnation or settle any claim with

regard to condemnation without Lessee's written approval, which approval may be granted or withheld in Lessee's sole and absolute discretion.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE LESSEE'S PURPOSES OR NEEDS. The Lessee releases the Issuer from, agrees that the Issuer shall not be liable for and agrees, to the extent permitted by applicable law, to hold the Issuer harmless against, any loss that may be occasioned by the condition of the Project or its suitability for the Lessee's purposes or needs.

Section 8.2 Inspection of Project; Right of Access to the Project by the Issuer. The Lessee agrees that upon at least 48 hours written notice to the Lessee and any subtenant, the Authorized Issuer Representative, the Trustee or the Issuer or either of their duly authorized agents who are acceptable to the Lessee shall have the right at all reasonable times during business hours, to enter upon, examine and inspect the Project, provided that this does not result in any interference or prejudice to the Lessee's operations and subject to any reasonable restriction imposed by the Lessee or such subtenant for the protection of its patents, trademarks, trade secrets and other confidential proprietary information. Notwithstanding the foregoing, if the Lessee is not in default hereunder, such inspection shall only be made with five days prior written notice to Lessee and in the presence of an official of the Lessee.

Section 8.3 Lessee to Maintain Its Corporate Existence; Exceptions Permitted. The Lessee agrees that as long as the Bonds, or any portion thereof shall remain outstanding, it shall maintain its existence and shall not merge or consolidate with any other entity and shall not transfer or convey all or substantially all of its property (other than the assignment of this Lease and the Project as permitted under the terms of this Lease), assets and licenses; provided however, the Lessee may without violating any provisions of this Lease consolidate with or merge into another domestic entity or permit one or more domestic legal entities to consolidate with or merge into or transfer or convey all or substantially all of its assets to another domestic legal entity, but only on the condition that the assignee legal entity or the legal entity resulting from or surviving such merger or consolidation (if other than the Lessee) or legal entity to which such transfer is made is then solvent and shall expressly assume in writing and agree to pay and to perform all of the Lessee's obligations under this Lease. If the Lessee is the surviving entity in such a merger the express assumption shall not be required.

Section 8.4 Qualification in Georgia. The Lessee warrants (except as may be otherwise permitted pursuant to the provisions of Section 8.3 above) that it is and throughout the Lease Term it will continue to be a limited partnership either organized under the laws of the State of Georgia or duly qualified to do business in the State of Georgia, as the case may be.

Section 8.5 Granting and Release of Easements.

(a) If no Event of Default shall have happened and be continuing, the Lessee may at any time or times subject to the rights of [a Specified Mortgagee under a Specified Mortgage] or the Loan Documents cause to be granted, modified, amended, released or

terminated easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways), other rights or privileges in the nature of easements with respect to any property included in the Project and other contracts or agreements helpful in effecting the development, construction, maintenance, operation or restoration of the Project and such grant will be free from the lien or security interests created by the Indenture or this Lease, and the Issuer agrees that it shall execute and deliver and will cause the Trustee to execute and deliver any instrument necessary or appropriate to confirm, grant, amend, modify, terminate or release any such easement, license, right-of-way, other right or privilege or other document within ten (10) business days upon receipt of: (i) a copy of the instrument of grant or release, and (ii) a written application of the Lessee signed by an Authorized Lessee Representative requesting such instrument and stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Lessee, and (2) that such grant or release will not impair the effective use or materially interfere with the operation of the Project and will not materially weaken, diminish or impair the security intended to be given by or under the Indenture.

(b) The Lessee may at any time or times cause to be granted, modified, amended, released or terminated easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, or the Lessee may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration and the Issuer agrees that at the request of the Lessee it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easements, license, right-of-way or other right or privilege.

Section 8.6 Priority of Title; Granting of Mortgages.

(a) The Issuer and Lessee acknowledge and agree that Issuer holds fee simple title to the Project subject to the Permitted Encumbrances and Lease (including all rights and obligations under Articles XI and XII hereof). The Issuer further acknowledges that the holder of the Fee Mortgage shall maintain all its rights with respect to the Loan Documents. The Issuer and Lessee also covenant and agree that in the event of a foreclosure sale pursuant to any Specified Mortgage or the Loan Documents, then Specified Mortgagee with respect to the Project and this Lease as of the date hereof shall have the right, at its option, to (i) assume the duties and obligations of the Lessee under this Lease for the duration of the Lease term, (ii) conduct the foreclosure sale of the Project subject to the Lease and affirm the Lease, in which event the Issuer, the Lessee and the purchaser at the foreclosure sale, as successor Lessee, shall execute, upon request of such purchaser, such reasonable documentation as is necessary to effectuate the affirmation of the Lease pursuant to Section 9.1, or (iii) conduct the foreclosure sale and transfer title to the Project free and clear from any lien, claim or interest of the Issuer or the Lessee.

(b) Issuer acknowledges and agrees that Lessee (including, without limitation, successors or assigns of 100 Kimball Bridge Owner, LLC, as Lessee) shall have the right to refinance the Project from time to time and such refinancing may require that the Lessee execute or cause to be executed one or more Fee Mortgages and Leasehold Mortgages

which shall have the identical rights and priorities as the rights and priorities held by any Specified Mortgagee. In that regard and upon receipt of the written request of the Lessee and with the written consent of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Issuer agrees to execute and deliver to any prospective Mortgagee any Fee Mortgage encumbering the Issuer's fee simple interest in the Project as security for any debt of Lessee or any affiliate of the Lessee as contemplated herein, and such successor Mortgagee shall have identical rights, privileges and priorities as those of any Specified Mortgagee under any relevant Specified Mortgage and applicable Loan Documents. In addition, upon the written request of the Lessee and with the consent of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Issuer shall execute and deliver such subordination agreements, recognition agreements, consents or other documents or instruments in recordable form having the effect of subordinating all or any part of its interest in the Project and this Lease to the interests of the successor Mortgagee. Any recourse against the Issuer pursuant to a Mortgage shall be limited to the Project.

Section 8.7 Leasehold Security Deeds/Cooperation of Issuer.

Lessee is hereby given the right by the Issuer to enter into one or more Leasehold Mortgages with respect to the Project, the rents and Net Proceeds therefrom, and any amendments, modifications, consolidations or extensions thereto, and may assign this Lease to a lender as collateral security under any such permitted Leasehold Mortgage.

The Issuer shall, at Lessee's written request, join in any such new Leasehold Mortgage or execute a Fee Mortgage in order to subject its fee interest in the Project, and any interest it may have in the rents and Net Proceeds therefrom, to the lien of such Leasehold Mortgage or Fee Mortgage provided that such Leasehold Mortgage or separate Fee Mortgage shall be fully non-recourse to the Issuer and the Issuer shall deliver such other documents or instruments as the holder of the Leasehold Mortgage or separate security deed shall reasonably require in connection therewith.

If Lessee shall give a permitted Leasehold Mortgage or Fee Mortgage with respect to the Project, Lessee shall provide the Issuer and the Trustee with notice of the Leasehold Mortgage or Fee Mortgage and the name and address of the Leasehold Mortgagee, and the Trustee shall subordinate its interest in the Trust Estate to the lien of such Leasehold Mortgage or Fee Mortgage. Subject to compliance with law, the Issuer agrees that following receipt of such notice by the Issuer with respect to any Leasehold Mortgage or Fee Mortgage, shall not be discharged or reconveyed, or until written notice of discharge and reconveyance is given by the Lender, as applicable, to the Issuer and to the Trustee, the following provisions shall apply with respect to this Lease:

(a) No termination, cancellation, surrender or modification of this Lease by Lessee, including, without limitation, any amendment, supplement or modification to the Project Summary or "Exhibit A" to the Lease, nor the waiver by Lessee of any of the provisions of this Lease nor the giving by Lessee of any consent, shall be effective as to the Lender unless consented to in writing by the Lender.

(b) The Issuer or the Trustee, upon providing Lessee any notice of (i) default under this Lease or (ii) a matter on which the Issuer or the Trustee may predicate or claim a default, shall at the same time provide a copy of such notice to the Lender of which the Issuer and Trustee have been provided notice as provided above. The Issuer and the Trustee shall have no liability for the failure to give any such notice, except that no such notice by the Issuer or by the Trustee to Lessee shall be deemed to have been duly given to Lessee or the Lender unless and until a copy thereof has been so provided to the Lender of which the Issuer and the Trustee have been provided notice as provided above.

(c) So long as the Leasehold Mortgage or Fee Mortgage is in effect and has not been canceled, unless the Lender shall otherwise expressly consent in writing, the fee simple title in and to the Project held by the Issuer and the leasehold estates of Lessee created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee simple title and said leasehold estate by the Issuer or by Lessee or by a third party, by purchase or otherwise. Further, a foreclosure in accordance with the Leasehold Mortgage shall not extinguish the Fee Mortgage.

(d) Notices from the Issuer or from the Trustee to the Lender shall be mailed to the address furnished to the Issuer and Trustee, as aforesaid, and those from the Lender to the Issuer or to the Trustee shall be mailed to the address designated pursuant to the provisions of this Lease. Such notices, demands and requests shall be given in the manner described in this Lease.

(e) In the event of any proceeding by either the Issuer or Lessee under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(i) If this Lease is rejected as to the Project in connection with a bankruptcy proceeding by Lessee or a trustee in bankruptcy for Lessee, (1) such rejection shall be deemed an assignment by Lessee to the Leasehold Mortgagee of the leasehold estate in the Project and all of Lessee's interest under this Lease, (2) this Lease shall not terminate, and (3) the Leasehold Mortgagee shall have all rights of the Leasehold Mortgagee under this Section 8.7 as if such bankruptcy proceeding had not occurred, unless the Leasehold Mortgagee shall reject such deemed assignment by notice in writing to the Issuer and to the Trustee within thirty (30) days following rejection of this Lease by Lessee or Lessee's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Lessee or the trustee in bankruptcy in connection with any such proceeding, the Issuer shall promptly, within a reasonable time, provide the Leasehold Mortgagee with written notice that this Lease has been terminated (for the purposes of this clause "(i)" a "New Lease Notice"). The Issuer agrees to enter into a new lease of the Project (for purposes of this clause "(i)", a "New Lease") with the Leasehold Mortgagee of the Project or its designee for the remainder of the Lease Term of this Lease, effective as of the date of termination, upon the terms, covenants and conditions of this Lease provided.

(A) The Leasehold Mortgagee shall make written request upon the Issuer for such New Lease within thirty (30) days after the date the

Leasehold Mortgagee receives the New Lease Notice given pursuant to this subsection.

(B) Any New Lease made pursuant to this subsection shall have the same priority with respect to any lien, charge or encumbrance on the Project as this Lease, and the tenant under such New Lease shall have the same right, title and interest in and to the project as Lessee has under this Lease as of the date of such New Lease. The Issuer hereby agrees that the right to obtain a New Lease will not be conditional upon the requirement that the Leasehold Mortgagee (or its designee) cure any defaults by the Lessee which are not reasonably susceptible to cure by the Leasehold Mortgagee (or its designee) (payment of rent arrearages and other monetary defaults shall be deemed reasonably susceptible to cure).

(ii) If this Lease is rejected by the Issuer or by the Issuer's trustee in bankruptcy:

(A) Lessee shall not have the right to treat this Lease as terminated except with the prior written consent of the Leasehold Mortgagee; and the right to treat this Lease as terminated in such event shall be deemed assigned to the Leasehold Mortgagee, whether or not specifically set forth in the Leasehold Mortgage, so that the concurrence in writing of Lessee and such Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

(B) Unless this Lease is treated as terminated in accordance with Subsection (ii)(A) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein (including indemnification of the Issuer), but excluding requirements that are not then applicable or pertinent to the remainder of the Lease Term.

(f) The Issuer shall have no rights in and to the rentals payable to Lessee under any sublease(s) of all or any part of the Project, which rentals Issuer acknowledges may be assigned by Lessee to the Leasehold Mortgagee of the Project.

(g) The Issuer acknowledges that, in the event of damage to or taking of the improvements that are part of the Project due to casualty or condemnation, the Net Proceeds of casualty insurance or condemnation, as the case may be, may be required by the Lender to be applied to reduce the then balance of the indebtedness secured by the Leasehold Mortgage or may be required by Leasehold Mortgagee to be used for the restoration or replacement of such improvements. In the event of any conflict between the provisions of this Lease and the provisions of a Leasehold Mortgage with respect to application of the Net Proceeds of casualty insurance and condemnation, the provisions of the Leasehold Mortgage or other Loan Documents shall control. The Issuer agrees that the name of the Leasehold Mortgagee may be added as an additional insured or to the "loss payable endorsement" or named under a standard mortgagee clause of any and all insurance policies carried by Lessee. Leasehold Mortgagee may, at the time of any damage or

destruction, by fire or otherwise, to all or any portion of the Project or any property thereon, at no cost or expense to Issuer, repair or replace the same, as the case may be.

(h) Notwithstanding any provisions of this Lease to the contrary, no default or event of default under the Leasehold Mortgage or Fee Mortgage or any other document or instrument evidencing or securing the indebtedness secured by the Leasehold Mortgage or Fee Mortgage or other Loan Documents, as applicable, will, in and of itself, constitute a default or Event of Default under this Lease unless the Lender directs that the same be treated as an Event of Default under this Lease.

(i) The Issuer consents to the exercise by the Specified Mortgagee of any and all rights and remedies permitted under the Fee Mortgage, Leasehold Mortgage and any other Loan Documents, and to the exercise of such additional legal and equitable rights and remedies as may be available to the Specified Mortgagee, in the event of a default or event of default under the Fee Mortgage, Leasehold Mortgage and any other Loan Documents. Furthermore, the Issuer expressly agrees that neither the execution, delivery and/or recording of the Fee Mortgage, Leasehold Mortgage, nor the execution, delivery and/or recording or filing of any other instrument or agreement by Lessee or the Specified Mortgagee in connection with the Loan Documents, nor any other matters to which the Issuer has given its consent herein, shall never be deemed to constitute a default or event of default under the Lease.

(j) (i) Issuer acknowledges that, if the Lender or any other party succeeds to the interest of Lessee in the Project under this Lease as a result of foreclosure proceedings or sale under a power of sale or the granting of a deed in lieu of foreclosure, the Leasehold Mortgagee or any such other party, and any transferee of Leasehold Mortgagee or such other party (each, a "Successor Tenant"), shall become a substituted Lessee under this Lease without necessity of any consent of, approval by Issuer or Trustee provided that such Successor Tenant agrees to Subsection (ii) hereunder. Without the consent of Issuer or the Trustee, the Successor Tenant shall have the right to sell and assign its leasehold estate in the Project or sublease the Project as provided in Section 9.8 hereof without necessity of any consent of, approval by Issuer. As used in this Lease, the terms "leasehold estate" or "leasehold" shall mean the estate in the Project created by this Lease.

(ii) The Successor Tenant shall be required to assume such Lessee's obligations under this Lease including indemnification of the Issuer and shall be deemed to have agreed to perform all of such Lessee's obligations hereunder only from and after the date of such acquisition and only for so long as such Successor Tenant is the owner of the leasehold estate. The Successor Tenant shall, upon any subsequent assignment of the leasehold estate and the assumption by such assignee of this Lease in writing, be relieved of all obligations under this Lease.

(ii) So long as any Successor Tenant is the owner of the leasehold estate, the Issuer and the Trustee shall look solely to the interest of such Successor Tenant in the Project in the event of the breach or default by such Successor Tenant under the terms of this Lease and any judgment or decree to enforce the obligations of such Successor Tenant shall be enforceable only to the extent of the interest of such

Successor Tenant in the Project.

(iii) Upon the request of any such Successor Tenant, Issuer agrees to enter into a new, separate direct lease for the Project with any such Successor Tenant for the remainder of the term remaining hereunder at the same rent and having the same other provisions as this Lease, as theretofore amended.

(k) As long as a Leasehold Mortgagee (including any successor or assign) holds a Leasehold Mortgage:

(i) That Leasehold Mortgagee may, but shall not be obligated to, cure any default by the Lessee under this Lease within sixty (60) days after Leasehold Mortgagee's receipt of Issuer's or Trustee's default notice; provided, however, that if any non-monetary default reasonably cannot be cured within such sixty (60) day-period, the same shall be deemed to have been timely cured if that Leasehold Mortgagee commences reasonably appropriate curative action within such sixty (60) day-period and diligently prosecutes same to completion thereafter. If any such non-monetary default reasonably cannot be cured by Leasehold Mortgagee without Leasehold Mortgagee obtaining possession of the Project, such sixty (60) day cure period shall not commence until Leasehold Mortgagee obtains possession of the Project, as long as all rent payments are made and all other defaults which reasonably can be cured by Leasehold Mortgagee without Leasehold Mortgagee obtaining possession of the Project are so cured, and provided that Leasehold Mortgagee commences to exercise any rights under its Leasehold Mortgage to obtain possession or to effect foreclosure on the Project, and diligently pursues the exercise of such rights thereafter.

(ii) Notwithstanding anything in this Lease to the contrary, if any, default by the Lessee under this Lease is of such a nature that it reasonably cannot be cured by such Leasehold Mortgagee, or reasonably cannot be cured by such Leasehold Mortgagee without such Leasehold Mortgagee obtaining possession of the Project, neither the Issuer nor the Trustee shall terminate this Lease as long as all rent payments are made with respect to the Project and all other defaults which reasonably can be cured by such Leasehold Mortgagee without obtaining possession of the Project are so cured.

(iii) Such Leasehold Mortgagee may exercise any renewal option or any purchase option relating to the Project to which the Lessee under the Lease is now or hereafter entitled under this Lease.

(iv) Neither the Issuer nor the Trustee shall terminate this Lease as to the Project without first giving the Leasehold Mortgagee (i) written notice of its intent to terminate this Lease and (ii) a reasonable period after such notice in which to obtain possession of the Project or to effect foreclosure or otherwise acquire the leasehold estate from the Lessee and, within a reasonable time thereafter, to cure any default which is capable of being cured by such Leasehold Mortgagee without such Leasehold Mortgagee obtaining possession of the Project. If such Leasehold

Mortgagee cures those defaults which reasonably can be cured by such Leasehold Mortgagee without obtaining possession of the Project, then Issuer will not terminate this Lease. Further, neither the Issuer nor the Trustee shall exercise any remedies for a default under this Lease as it relates to any property pledged under any Leasehold Mortgage without the prior written consent of the Leasehold Mortgagee which is the holder thereof.

(v) In addition to the rights of any Leasehold Mortgagee set forth in this Lease, if the Lease is terminated due to an Event of Default under this Lease, and if, after giving effect to the provisions of Section 10.2 of this Lease, as amended, or any other agreements or state of facts, the lien of the Leasehold Mortgagee's Leasehold Mortgage on the Project would be terminated, Issuer will enter into a new lease (for purposes of this clause "(v)", the "New Lease" with such Leasehold Mortgagee for the remainder of the term which was theretofore terminated at the same rent and having the same other provisions as this Lease, as theretofore amended). Such right may be exercised (whether under the provisions of this paragraph or under the provisions of this Lease) by written notice from the Leasehold Mortgagee to Issuer on or before the expiration of thirty (30) days after the receipt by the Leasehold Mortgagee of a written notice from Issuer (for the purposes of this clause "(v)", a "New Lease Notice") of such termination, which notice shall advise such Leasehold Mortgagee of such termination and expressly refer to the New Lease rights of such Leasehold Mortgagee under the provisions of this Lease. After any termination of this Lease after which such Leasehold Mortgagee has the right to obtain a New Lease as provided in this Section 8.7, for so long as such Leasehold Mortgagee has such right, Issuer shall not terminate any tenant subleases or the rights of any subtenant.

(vi) Within ten (10) days after request by such Leasehold Mortgagee from time to time made, Issuer will execute and deliver to such Leasehold Mortgagee or to such other person or entity as may be specified by such Leasehold Mortgagee an estoppel certificate containing such information concerning this Lease as such Leasehold Mortgagee may reasonably request.

(vii) Notwithstanding anything to the contrary set forth or contained in this Lease, the Issuer hereby waives any contractual and/or statutory liens and any rights of distress with respect to the property of the Lessee (or the Lessee's sublessees, successors or assigns, including any Specified Mortgagee) from time to time located within or upon the Project ("Lessee's Property"), during the term of the Lease or any extension thereof. It is hereby covenanted and agreed by the Issuer that this Lease does not and will not, from and after this date, be construed or deemed to grant a contractual lien or any other security interest to the Issuer or in favor of the Issuer with respect to Lessee's Property.

Section 8.8 Filing of Certain Continuation Statements. Pursuant to Section 1214 of the Indenture, from time to time, the Trustee, at the sole expense of the Lessee, shall duly file or cause to be filed continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the

issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the Uniform Commercial Code of Georgia, and (ii) any previously filed continuation statements which shall have been filed as herein required. The Lessee shall sign (if necessary) and deliver to the Issuer or its designee and the Issuer shall sign and deliver to the Trustee such continuation statements as may be requested of it from time to time by the Trustee. Upon the filing of any such continuation statement the Trustee shall immediately notify the Lessee and the Issuer that the same has been accomplished if so requested.

Section 8.9 Special Environmental Indemnification.

(a) the Lessee agrees to and shall indemnify, hold harmless, and defend the Issuer and Trustee, its officers, directors, members, agents, and employees from and against any and all claims, losses, damages, expenses, causes of action, lawsuits, government regulatory enforcement actions, and liability (individually, a “Claim,” collectively, “Claims”) asserted against the Issuer or Trustee arising out of alleged or actual “environmental contamination” (hereinafter defined) arising from the Lessee’s leasing and operation of the Project existing prior to the termination or expiration of this Lease and not arising from the Issuer’s or the Trustee’s gross negligence or willful misconduct.

(b) “Environmental contamination” as used herein shall mean damages to persons or property or violations of state or federal environmental laws or regulations arising out of the Lessee’s past operations at the Project or the operations of the Lessee at any time at the Project with respect to but not limited to air emissions, water effluent discharges, and waste generation, transportation, storage, disposal, or the handling of hazardous materials.

(c) The Issuer or the Trustee, as the case may be, shall notify the Lessee in writing within thirty (30) days after any Claim is made, brought, or asserted, in any event, in writing, against the Issuer or the Trustee, as the case may be, and as to which the Issuer or the Trustee, as the case may be, has actual knowledge by receipt of such written notification. The Lessee shall similarly notify the Issuer or the Trustee, as the case may be, in writing within thirty (30) days after any Claim is made, brought, or asserted against the Lessee.

(d) The Issuer or the Trustee, as the case may be, shall fully cooperate with the Lessee, including but not limited to, assisting the Lessee in the preparation of a defense to Claims when and as the Lessee fulfills its obligations under this Section of the Lease. In the event the Issuer or the Trustee, as the case may be, provides notice to the Lessee under subsection (c) above, the Lessee shall handle and control the defense of all Claims and the Lessee’s decision on litigation and settlement and all other such aspects shall be final; provided, however, no settlement or decision shall impose upon the Issuer by apportionment or otherwise, any loss, damage or liability as a result thereof.

(e) The Issuer or the Trustee, as the case may be, shall use its best efforts to deliver the notice specified in subsection (c) above within a period of thirty (30) days after the Issuer or the Trustee, as the case may be, has direct knowledge (by receipt of written notice or otherwise) of a Claim.

(f) The provisions of this Section 8.9 shall survive the termination of this Lease and shall continue in full force and effect, binding the Lessee to the provisions of this Section 8.9 without regard to the manner of termination of this Lease the satisfaction and discharge of the Indenture, or the resignation or removal of the Trustee.

Section 8.10 Compliance with Laws. The Lessee agrees that it will comply with any applicable law, ordinance, rule or regulation of any governmental authority with respect to its use of the Project; provided, however, that the Lessee may, at its expense and in its name and behalf, in good faith contest the validity, constitutionality or imposition or application of any such laws, ordinance, rule or regulation through appropriate proceedings without being in default under this Lease Agreement.

Section 8.11 Limitation of Liability of Directors, Officers, Members, Agents and Employees of the Issuer. Nothing herein shall be deemed to be an obligation of any officer, director, member or employee of Issuer in his or her individual capacity, and neither the directors of the Issuer or any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, member, agent or employee of the Issuer shall incur any personal liability with respect to any other action taken by him or her pursuant to this Lease or the Indenture.

Section 8.12 Information for Tax Valuation Purposes. In order to permit the Fulton County Board of Assessors to fulfill its property valuation responsibility generally and pursuant to the Memorandum of Agreement, the Lessee agrees to promptly provide the Fulton County Board of Assessors with all such relevant information as the Fulton County Board of Assessors may request, either directly or through or with the assistance of the Issuer, relating to the Project and the Lessee's interest therein, including, without limitation, financial information regarding capital expenditures for the acquisition, construction, development, installation and equipping of the Project, as well as specific information relating to any leases or subleases entered into by the Lessee relating to the Project or any portion thereof other than any information that, in the sole determination of the Lessee, constitutes confidential, privileged and/or trade-secret information.

Section 8.13 Economic Development Goals. The Lessee projects that following commencement of the Project and by December 31, _____ (the "Compliance Determination Date"), it would make or cause to be made aggregate capital expenditures of approximately \$47,000,000 towards the acquisition, construction, installation, development and equipping of the Project. The Lessee also projects that by the Compliance Determination Date the Project will generate, directly or indirectly, approximately 400 new employment opportunities. The Lessee acknowledges and represents that the aforementioned projected capital expenditures and employment opportunities (collectively, the "Economic Development Goals") constitute good faith, reasonable expectations for the proposed Project, on which the Issuer may rely for the purposes of this Lease Agreement. The Lessee covenants to exercise its commercially reasonable efforts to achieve, or make reasonable progress to achieve under the applicable circumstances, the Economic Development Goals before the Compliance Determination Date. The Lessee further covenants that it shall deliver to the Issuer on or before the Compliance Determination Date, and as reasonably requested by the Issuer, such additional documentation and information

as may be necessary in order for the Issuer to ascertain and monitor the Lessee's progress towards fulfillment of the Economic Development Goals as of the Compliance Determination Date.

ARTICLE IX

ASSIGNMENT, PLEDGING AND SELLING; REDEMPTION; RENT PREPAYMENT AND ABATEMENT

Section 9.1 Assignment and Subleasing

(a) Subleasing. Lessee may sublease the Project, as a whole or in part. No sublease shall relieve Lessee from primary liability for any of its obligations hereunder, and in the event of any such sublease, Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for the payment, performance and observance of the other obligations and agreements on its part herein provided to be performed and observed by it. Lessee shall furnish or cause to be furnished to the Issuer, upon request, assurances reasonably satisfactory to the Issuer that the Project will continue to be operated in compliance with the provisions hereof and for purposes permitted by the Act. The Issuer shall have the right, at any time and from time to time, to notify any sublessee of the rights of the Issuer as provided by this Section.

(b) Assignment. Except as set forth in Sections 9.2, 9.3 and 9.8 below, this Lease may not be assigned, in whole or in part, by Lessee without the consent of (i) the Issuer and (ii) the Trustee or the owners of a majority in principal amount of the Bonds outstanding; provided, however, that this Lease may be assigned in whole or in part without such consents, to any entity controlled, controlling or under common control with Lessee or to any successor to substantially all of the business of the Lessee.

No assignment (other than pursuant to Section 8.3 or 9.8 hereof) or sublease shall relieve the Lessee from primary liability for any of its obligations hereunder, and if any such assignment occurs the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for performance and observance of the other agreements on its part herein provided to be performed and observed by it unless the Lessee shall have obtained the written consent of the Issuer and the Trustee or the Bondholders; provided, however, in connection with an assignment of this Lease in full, Lessee shall be automatically released from all liabilities and obligations accruing hereunder after the effective date of such assignment if the Issuer approves any such assignment. Upon request therefor from the Issuer or the Trustee, the Lessee shall promptly furnish or cause to be furnished to the Issuer and to the Trustee a true and complete copy of each such assignment or sublease, as the case may be, together with any instrument of assumption.

Section 9.2 Assignment of Lease to Trustee. The Issuer shall assign its interest in and pledge all rents, revenues and receipts derived under this Lease or otherwise arising out of or in connection with its ownership of the Project pursuant to the Indenture, to the Trustee as security for the payment of the principal of and interest on the Bonds, but such assignment shall be subject and subordinate to this Lease.

Section 9.3 Restrictions on Sale of Project by Issuer. The Issuer agrees that, except as otherwise permitted under the terms of this Lease (including, but not limited to Section 3.6 hereof) or the Indenture, it will not mortgage, sell, assign, transfer, convey or otherwise

encumber the Project or any portion thereof during the Lease Term and that it will not take any other action which may reasonably be construed as tending to cause or induce the levy or assessment of ad valorem taxes on the Project or the Lessee's leasehold interest in the Project. If the laws of the State of Georgia at the time require or permit such action to be taken, nothing contained in this Section shall prevent the consolidation of the Issuer with, or the merger of the Issuer into, or the transfer of the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and leasing the Project; provided, (a) that no such action shall be taken without the prior written consent of the Lessee and (b) that upon any such consolidation, merger or transfer, the due and punctual payment of the principal of and interest on the Bonds according to their tenor, and the due and punctual performance and observance of all the agreements and conditions of this Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by the entity resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

Section 9.4 Prepayment of Bonds. The Issuer, at the request at any time of the Lessee and if the same are then redeemable, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Indenture to effect prepayment of all or any portion of the Bonds, as may be specified by the Lessee, on the earliest prepayment date on which such prepayment may be made under such applicable provisions. So long as the Lessee is not in default hereunder and the Issuer is not obligated to prepay the Bonds pursuant to the terms of the Indenture, the Issuer shall not redeem any Bonds prior to their maturity unless requested in writing by the Lessee. The Lessee agrees to give notice to the Issuer and the Trustee of any prepayment at least forty-five (45) days prior to the prepayment date or such shorter period of time as may be acceptable to the Issuer and the Trustee.

Section 9.5 Prepayment of Rents. There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time it may choose, so long as it is not in default hereunder, to prepay all or any part of the rents payable under Section 5.3 hereof, and the Issuer agrees that the Trustee may accept such prepayment when the same is tendered by the Lessee. All prepaid rents shall be credited on the rents specified in Section 5.3, in the chronological order of their due dates. If Lessee (or its affiliate) is the holder of all outstanding Bonds, Lessee (or its affiliate) may effectuate any such prepayment (and a concurrent prepayment of the Bonds) by surrendering the Bonds or causing the Bonds to be surrendered for cancellation by the Issuer.

Section 9.6 Rent Abatements if Bonds Paid Prior to Maturity. If at any time the aggregate moneys in the Bond Fund are sufficient to retire, in accordance with the terms of the Indenture, all of the outstanding Bonds and to pay all expenses and fees of the Issuer (including reasonable counsel fees actually incurred and reasonable expenses of counsel) and all Ordinary Expenses of the Trustee due or to become due through the date on which the last of the Bonds is to be retired, under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default hereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate moneys are in the Bond Fund to and including midnight on the Termination Date, without the payment of rent during that interval (but otherwise on the terms and conditions hereof).

Section 9.7 Reference to Bonds Ineffective After Bonds Paid. Upon Payment in Full of the Bonds and all fees, charges and expenses of the Trustee, all references in this Lease to the Bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. Reference is hereby made to Section 1002 of the Indenture which sets forth the conditions upon the existence or occurrence of which Payment in Full of the Bonds shall be deemed to have been made.

Section 9.8 Exempt Assignment. Notwithstanding anything to the contrary set forth in this Lease, Lessee may assign its interest in this Lease pursuant to an Exempt Assignment without the approval of the Issuer, the Trustee or the owners of a majority in principal amount of the Bonds outstanding; provided that, any assignee of the Lessee shall (i) agree to fully and unconditionally assume all obligations of the Lessee under the Lease, including, without limitation, all indemnity provisions contained in the Lease, and unless the Lease has expired or is otherwise terminated (ii) use its commercially reasonable efforts to meet the economic development goals of the Issuer for the Project, as originally agreed upon by the Issuer and the Lessee at the time of execution of the Lease, and (iii) furnish the Issuer, not more than seven days following such assignment, written notification of the name, address and appropriate contact person for such assignee, together with a description of such assignment transaction including consideration received by the Lessee in connection therewith.

(a) An “Exempt Assignment” means any of the following assignments:

(1) Any bona fide Mortgage or Leasehold Mortgage;

(2) The acquisition by any Mortgagee or Leasehold Mortgagee or its designee of the leasehold interest through the exercise of any right or remedy of such Mortgagee or Leasehold Mortgagee under a bona fide Mortgage or Leasehold Mortgage, including any assignment of the leasehold interest to a Mortgagee or the Leasehold Mortgagee or its designee made in lieu of foreclosure;

(3) Any foreclosure sale by any Mortgagee or Leasehold Mortgagee pursuant to any power of sale contained in a bona fide Mortgage or Leasehold Mortgage;

(4) Any sale or assignment of the leasehold interest by any Mortgagee or Leasehold Mortgagee (or its designee) which has acquired the leasehold interest by means of any transaction described above;

(5) Any sale or assignment of the leasehold interest to any Qualified Real Estate Investor; and

(6) Any sale or assignment of the leasehold interest to any person if (a) Lessee or the proposed assignee provides Adequate Financial Assurance of the payment of rent and other financial obligations under the Lease for the period the proposed assignee is the Lessee under the Lease, and (b) the proposed assignee has sufficient commercial real estate experience with respect to office facilities to properly manage, or oversee the management of, the Project.

(b) “Qualified Real Estate Investor” means any of the following:

(1) Any Institutional Investor or an entity controlled by or under common control of an Institutional Investor; or

(2) Any person or entity domiciled within the United States of America and having a minimum net worth of \$10,000,000 (either itself or in its direct or indirect constituent members or partners), as certified by a reputable firm of certified public accountants, provided such person or entity has sufficient commercial real estate experience with respect to office facilities to properly manage, or oversee the management of, the Project

(c) “Institutional Investor” means any of the following persons:

(1) Any savings bank, savings and loan association, commercial bank, or trust company having shareholder equity (as determined in accordance with GAAP accounting) of at least \$50,000,000;

(2) Any college, university, credit union, trust or insurance company having assets of at least \$50,000,000;

(3) Any employment benefit plan subject to ERISA having assets held in trust of \$50,000,000 or more;

(4) Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least \$50,000,000;

(5) Any limited partnership, limited liability company or other investment entity having committed capital of \$50,000,000 or more;

(6) Any corporation, limited liability company or other Person having shareholder equity (or its equivalent for non-corporate entities) of at least \$50,000,000;

(7) Any lender of substance which performs real estate lending functions similar to any of the foregoing, and which has assets of at least \$50,000,000; and

(8) Any partnership having as a general partner any person or entity described in this Section 9.8(b) above, or any corporation, limited liability company or other person or entity controlling, controlled by or controlled with any person or entity described in Section 9.8(b) above.

(d) “Adequate Financial Assurance” means a guaranty of payment of the rent and other financial obligations of Lessee under the Lease made by a Qualified Real Estate Investor for the period of time that the proposed assignee is the Lessee under the Lease.

Notwithstanding anything to the contrary contained in this Section 9.8 or otherwise in this Lease, Issuer acknowledges and agrees that the direct and indirect constituent entities of Lessee may, without the consent of the Issuer, make any transfer, assignment or other conveyance of limited partnership interests, membership interests or other equity interests in the Lessee permitted under the governing documents of such entities, as such governing documents may be amended from time to time.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be Events of Default under this Lease:

(a) failure by the Lessee to make any rental payments required under Section 5.3 hereof on or before the date that the payment is due and continuance of such failure for a period of 30 business days after written notice thereof has been given to the Lessee by the Trustee or the owners of a majority in principal amount of the Bonds outstanding;

(b) failure by the Lessee to observe and perform any other material covenant, condition or agreement on its part under this Lease (other than as referred to in subsection (a) of this Section), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Lessee by the Issuer or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Issuer and the Trustee will not unreasonably withhold their consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected;

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Lessee or adjudging the Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Lessee under Title 11 of the United States Code, as now constituted or as amended or any other applicable Federal or state bankruptcy or other similar law, and such decree or order shall have continued undischarged or unstayed for a period of ninety (90) days; or the entry of a decree or order of a court having jurisdiction of the premises for the appointment of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of the Lessee or of all or a major part of its property, or for the winding up or liquidation of its affairs and such decree or order shall have remained in force undischarged or unstayed for a period of ninety (90) days;

(d) the Lessee shall institute proceedings to be adjudicated a bankrupt or insolvent, or shall consent to the filing of a bankruptcy or insolvency proceeding against it, or shall file a petition or answer or consent seeking relief under Title 11 of the United States Code, as now constituted or as amended, or any other applicable Federal or state bankruptcy or other similar law, or shall consent to the institution of proceedings thereunder or to the filing of any such petition, or shall consent to the appointment or taking possession of a receiver or liquidator or trustee or custodian or assignee in bankruptcy or insolvency of it or of all or a major part of its property, or shall make an assignment for the benefit of its creditors, or shall admit in writing in a bankruptcy or insolvency proceeding its inability to pay its debts generally as they become due, or the failure of the Lessee

generally to pay its debts as such debts become due, or the taking of corporate action by the Lessee in furtherance of any such action; or

(e) The sale, transfer, assignment or other disposal of the Project or the Lessee's interest in the Project other than a sale, transfer, assignment or disposal which is permitted under the provisions of Article IX hereof.

The foregoing provisions of this Section are subject to the following limitations:

(i) If by reason of force majeure the Lessee is unable in whole or in part to carry out the agreements on its part herein contained, other than the obligations on the part of the Lessee contained in Sections 5.3, 6.3, 6.4 and 8.3 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; terrorism; orders of any kind of the government of the United States of America or of the State of Georgia or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, to use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(ii) The Issuer will grant any consents or waivers of any Event of Default by Lessee upon the written direction of the owners of a majority in principal amount of the Bonds outstanding, subject to such actions being consistent with any law applicable to the Issuer..

Notwithstanding the foregoing, if all of the Bonds are registered to a single party, no Event of Default shall be deemed to have occurred under this Lease unless the registered holder of the Bonds shall have concurred in writing as to such determination.

Section 10.2 Remedies on Default. Whenever any Event of Default shall have happened and be subsisting, the Issuer, or the Trustee as provided in the Indenture, may take any one or more of the following remedial steps:

(a) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, declare all installments of rent payable under Section 5.3 hereof for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable. If the Issuer or the Trustee elects to exercise the remedy afforded in this Section 10.2(a) and accelerates all rents payable under

Section 5.3 hereof for the remainder of the Lease Term, the amount then due and payable as accelerated rents shall be the sum of (1) the aggregate principal amount of the outstanding Bonds, and (2) all interest on the Bonds accruing to the date of maturity by declaration;

(b) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, re-enter and take possession of the Project without terminating this Lease and without any liability to the Lessee for such entry and repossession, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rents and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder;

(c) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, terminate the Lease; (provided, however, that upon such termination, the options of the Lessee to purchase the Project pursuant to the provisions of Article XI hereof and the obligations of the Lessee to make the rental payments pursuant to Section 5.3 hereof and purchase the Project pursuant to Section 12.1 hereof contained therein shall survive such termination), exclude the Lessee from possession of the Project and use its best efforts to lease the Project to another for the account of the Lessee, holding the Lessee liable for all rent and other payments due up to the effective date of such leasing;

(d) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, require accounting books and records of the Lessee pertaining exclusively to the Project only for an Event of Default under Section 10.1(a);

(e) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, take whatever action at law or in equity may appear necessary or desirable to collect the rents then due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease; and

(f) with the prior written consent of the owners of a majority in principal amount of the Bonds outstanding, exercise any remedies provided for in the Indenture, or in the Uniform Commercial Code of the State of Georgia.

Any amounts collected with respect to rent pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture and after Payment in Full of the Bonds and the payment of any costs occasioned by an Event of Default hereunder, any excess moneys in the Bond Fund shall be returned to the Lessee as an overpayment of rent. Any enforcement of recovery under this Section shall be limited from and against the Lessee only and no claim or recovery may be made against any member, partner, officer, director or other beneficial owner of the Lessee.

Section 10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of

Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such remedies as are given to the Issuer hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third-party beneficiaries of all covenants and agreements herein contained.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. Should an Event of Default occur and the Issuer and/or the Trustee should employ attorneys or incur other expenses for collection of rents or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it shall on demand therefor pay to the Issuer and/or the Trustee the reasonable fees actually incurred of such attorneys and such other reasonable expenses so incurred by the Issuer and/or the Trustee.

Section 10.5 No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.6 Waiver of Appraisalment, Valuation, Etc. If the Lessee should default under any of the provisions of this Lease, the Lessee agrees to waive, to the extent it may lawfully do so, the benefit of all appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, and all right of appraisalment and redemption to which it may be entitled.

Section 10.7 Reinstatement of Lease. Notwithstanding any termination of this Lease in accordance with the provisions of Section 10.2, unless and until the Issuer shall have entered into a valid and binding agreement providing for the reletting of the Project, the Lessee may at any time after such termination pay all accrued unpaid rent, except rent accelerated pursuant to Section 10.2(a) of this Lease, plus any costs to the Issuer and the Trustee occasioned by the default, including all interest required to be paid in accordance with the Indenture on overdue principal and, to the extent lawful, on any overdue interest, or on the principal of Bonds not redeemed in accordance with the Indenture by reason of any default by the Lessee in the payment of rent, and fully cure all other defaults then capable of being cured. Upon such payment and cure and the rescission and annulment of acceleration as provided in Section 1111 of the Indenture, this Lease shall be fully reinstated, as if it had never been terminated, and the Lessee shall be restored to the use, occupancy and possession of the Project and any acceleration pursuant to Section 10.2(a) of this Lease shall thereupon be rescinded and annulled.

ARTICLE XI

OPTIONS IN FAVOR OF LESSEE

Section 11.1 Options to Terminate the Lease Term. The Lessee shall have the following options to terminate the Lease Term, regardless of whether an Event of Default has occurred and is continuing:

(a) At any time prior to Payment in Full of the Bonds, the Lessee may terminate the Lease Term by giving the Issuer and the Trustee notice in writing of such termination and by paying to the Trustee an amount which, when added to the funds in the Bond Fund, will be sufficient to pay, retire and prepay without premium or penalty all of the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest applicable prepayment date, as the case may be, expenses of prepayment and the Trustee's fees and expenses), and, in case of prepayment, making arrangements satisfactory to the Trustee for the giving of the required notice of prepayment; or

(b) At any time after Payment in Full of the Bonds, the Lessee may terminate the Lease Term by giving the Issuer notice in writing of such termination and such termination shall forthwith become effective.

In connection with any termination of the Lease pursuant to this Section 11.1, the Project shall be conveyed to the Lessee pursuant to, and in accordance with, the provisions of Section 11.4 and/or Section 12.1 hereof, as applicable. The provisions of this Section 11.1 shall survive the expiration or sooner termination of this Lease.

Section 11.2 Reserved.

Section 11.3 Option to Purchase Unimproved Land. In addition to the provisions of Section 8.6 hereof, the Lessee shall have, and is hereby granted an option to purchase any unimproved portion of the Leased Land (on which neither the Building or any Leased Equipment is located but on which parking, transportation or utility facilities may be located) at any time and from time to time, prior to Payment in Full of the Bonds, at a purchase price equal to twenty-five dollars (\$25) per acre for the portion of the Leased Land to be purchased, provided that it furnishes the Issuer with the following:

(a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Land with respect to which such option is to be exercised, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Land on a date stated, which shall not be less than thirty nor more than ninety (90) days from the date of such notice, and (iii) a statement that the use to which it is intended that such portion of, or interest in, the Leased Land is to be devoted will promote the continued purpose of the Project

(b) a certificate of an Authorized Lessee Representative, dated not more than ninety (90) days prior to the date of the purchase and stating that, in the opinion of the

person signing such certificate, (i) the portion of, or interest in, the Leased Land with respect to which the option is exercised is not needed for the operation of the Project for the purpose hereinabove stated or that sufficient right and title is reserved to the Issuer to fulfill said needs, and (ii) the purchase will not impair the usefulness of the Building for the intended purpose of the Project and will not destroy the means of ingress thereto and egress therefrom; and

(c) An amount of money equal to the purchase price computed as provided in this Section.

The Issuer agrees that upon receipt of the notice, certificate and money required in this Section to be furnished to it by the Lessee, the Issuer will promptly deliver the same to the Trustee for deposit in the Bond Fund, and secure from the Trustee a release from this Lease of such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it in this Section, subject to any right and title reserved to the Issuer. In the event the Lessee shall exercise the option granted to it under this Section the Lessee shall not be entitled to any abatement or diminution of the rents payable under Section 5.3 hereof.

Subsequent to Payment in Full of the Bonds, the Lessee shall have, and is hereby granted an option to purchase any unimproved portion of the Leased Land at a purchase price equal to one dollar (\$1.00) per acre with respect to the portion of the Leased Land to be purchased. The Issuer agrees that upon receipt of the money required herein to be furnished it by the Lessee, the Issuer will promptly release such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it herein.

Section 11.4 Conveyance on Purchase or Lease Termination. At the closing of any purchase pursuant to Article XI or Article XII hereof or the earlier termination of the Lease pursuant to Section 11.1 hereof, the Issuer will deliver to the Lessee (and without further board action on behalf of the Issuer) upon receipt of the purchase price by the Issuer or by the Trustee on its behalf deliver to the Lessee or its designee, the Limited Warranty Deed and Bill of Sale or similar documents satisfactory to the Lessee conveying to the Lessee or its designee good and marketable title in and to the property with respect to which such obligation or option was exercised, by limited warranty deed, subject to the following, (i) those liens and encumbrances (if any) to which such title in and to said property was subject when conveyed to the Issuer, (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented in writing, (iii) those liens, security interests and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease and (iv) Permitted Encumbrances other than the Indenture and this Lease (the "Conveyance Documents"). The Issuer, the Trustee and the Lessee acknowledge that, in connection with the execution and delivery of this Lease, the Issuer has delivered to the Trustee fully executed but undated Conveyance Documents to hold in escrow. In connection with the delivery of the purchase price by the Lessee to the Issuer or the Trustee on the Issuer's behalf, Lessee shall by written notice delivered to the Trustee and the Issuer (the "Election Notice") either (i) direct the Trustee to date the Conveyance Documents as of the date the purchase price is delivered, release the Conveyance Documents from escrow and deliver them to the Lessee for recording in the real property records of Fulton County, Georgia (and, upon receipt of such a direction, the Trustee is hereby authorized to release the Conveyance Documents from escrow

and deliver them to the Lessee) or (ii) direct the Issuer to execute and deliver new Conveyance Documents dated as of the date the purchase price is delivered to the Lessee for recording in the real property records of Fulton County, Georgia. The Trustee and the Issuer shall promptly comply with the Lessee's direction set forth in the Election Notice. The provisions of this Section 11.4 shall survive the expiration or sooner termination of this Lease.

Section 11.5 Relative Position of Options and Indenture. The options respectively granted to the Lessee in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option.

Section 11.6 Collateral Assignment of Options. The Issuer acknowledges and agrees that the Lessee may collaterally assign the options granted to the Lessee in this Article pursuant to any Specified Mortgage or Loan Documents and hereby consents to any such collateral assignment of such options. In furtherance of such acknowledgment and agreement, the Issuer shall execute such documents as may be reasonably required by the Specified Mortgagee to evidence such consent.

ARTICLE XII

OBLIGATIONS OF LESSEE

Section 12.1 Obligation to Purchase Project. The Lessee hereby agrees to purchase, and the Issuer hereby agrees to sell (without further board action on behalf of the Issuer), to the Lessee or its designee, the Project for \$10.00 at the expiration or sooner termination of the Lease Term evidenced by either (1) the return to the Trustee of all the Bonds outstanding marked "Paid in Full" by the owners thereof (or by duly appointed attorney-in-fact of such owners), or (2) following Payment in Full of the Bonds (including, without limitation, any prepayment of the Bonds pursuant to the Indenture). At any time subsequent to the expiration or sooner termination of this Lease as aforesaid upon notice to the Issuer by the Lessee, the Issuer shall upon receipt of the purchase price deliver to the Lessee or cause the Trustee, as the assignee of the Issuer to deliver to the Lessee those documents set forth in Section 11.4 hereof. The obligation specified in this Section shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder provided that such default will not result in nonfulfillment of any condition to this right. The provisions of this Section 12.1 shall survive the expiration or sooner termination of this Lease.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Notices. Unless otherwise specified herein, it shall be sufficient service or giving of any notice, request certificate, demand or other communication if the same shall be sent by, and all notices required to be given by mail shall be given by, first class registered or certified mail, return receipt requested, or by private courier service which provides evidence of delivery, postage or other charges prepaid, or sent by telecopy or other electronic means which produces evidence of transmission, confirmed by first class mail, and in each case shall be deemed to have been given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission. Unless a difference address is given by any party as provided in this Section, all such communications shall be addressed (except as otherwise specifically provided herein) as follows:

(a) If to the Issuer: Development Authority of Alpharetta
2 S Main St
Alpharetta, Georgia 30009
Attention: Economic Development Department
Telephone: (678) 297-6000
Facsimile: (678) 297-6001

with a copy to: Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Atlanta, GA 30338
Attention: C. Sam Thomas, Esq.

(b) If to the Lessee: 100 Kimball Bridge Owner, LLC
c/o Greenstone Properties
3301 Windy Ridge Pkwy., Suite 320
Atlanta, Georgia 30339
Attention: Harvey Rudy
Telephone: (678) 589-7619

with a copy to: Gray Pannell & Woodward LLP
347 West Hancock Avenue, Suite 100
Athens, Georgia 30601
Attention: Jim Woodward, Esq.
Telephone: (678) 705-6280

(c) If to the Trustee: Synovus Bank
800 Shades Creek Parkway
Birmingham, Alabama 35209
Attention: Corporate Trust Department

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer, the Lessee or the Trustee shall be given to each of the others. The Issuer, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.2 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Lessee and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4 Amounts Remaining in Bond Fund. It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of Section 609 of the Indenture certain surplus moneys remaining in the Bond Fund shall belong to and be paid to the Lessee by the Trustee as an overpayment of rents.

Section 13.5 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the initial issuance of the Bonds and prior to Payment in Full of the Bonds, this Lease may only be amended, changed, modified, altered or terminated by the written agreement of the Issuer and the Lessee and may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee in accordance with the Indenture.

Section 13.6 Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Captions. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Lease.

Section 13.8 Recording of Lease. This Lease, or a short form hereof, and every assignment and modification hereof shall be recorded in the office of the Clerk of the Superior Court of Fulton County, Georgia, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 13.9 Law Governing Construction of Lease. This Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 13.10 Net Lease. This Lease shall be deemed a "net lease", and the Lessee shall pay absolutely net during the Lease Term the rents, revenues and receipts pledged hereunder, without abatement, deduction or set-off other than those herein expressly provided.

Section 13.11 Security and Immigration Act Provisions. The acquisition, construction and equipping of the Project will not constitute the "physical performance of services" within the meaning of Section 13-10-90(2.1) of the Official Code of Georgia Annotated because the Project will not constitute a "public structure" or "public improvements" within the

meaning of such code section; therefore, Section 13-10-91(b) of the Official Code of Georgia Annotated will not apply to any contract executed in connection with the acquisition, construction and equipping of the Project or the issuance of the Bonds.

None of the Borrower, the Guarantor and their respective counsel constitute an "applicant for public benefits" within the meaning of Section 50-36-1 of the Official Code of Georgia Annotated in connection with the issuance of the Bonds; therefore, such parties are not subject to Systematic Alien Verification of Entitlement pursuant to such code section in connection with the issuance of the Bonds.

Section 13.12 Negation of Partnership. Nothing in this Lease shall be construed to render or constitute Issuer in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee, or vice versa, other than that as lessor and lessee or landlord and tenant, nor shall this Lease be construed to authorize Issuer as agent for Lessee.

Section 13.13 Not an Operating Lease. The Issuer and the Lessee acknowledge and agree that this Lease shall not be treated as an operating lease for Federal and State income tax purposes, but instead shall be treated as a capital lease or financing arrangement, with the Lessee being treated as the owner of the Project for such purposes and as holding all the incidents and attributes of ownership for such purposes.

Section 13.14 Required Consent of Specified Mortgagee. Notwithstanding anything contained herein to the contrary, whenever the provisions of this Lease require the Lessee's consent, the consent of any Specified Mortgagee must also be obtained.

Section 13.15 Estoppel Certificates. Upon ten (10) business days written request of the Lessee, the Issuer will provide (or direct the Trustee to provide) a statement to any Specified Mortgagee concerning, to the best of its knowledge, (i) the outstanding amount of the Bonds that have been issued to the Lessee; (ii) whether a default exists under this Lease or the other Bond Documents, and if so specifying the nature of such default; (iii) whether this Lease or the Bond Documents have been amended, and if so, specifying the amendments; (iv) any claims in existence of which the Issuer is aware and with respect to which Issuer could seek indemnification pursuant to the terms of the Lease; and (v) any other matter concerning this Lease or the Bond Documents reasonably requested by such Specified Mortgagee.

Section 13.16 Acknowledgment of Subordination. Notwithstanding anything contained herein, this Lease is subject and subordinate in all respects to any Specified Mortgage and any Loan Document, to all other liens granted by Lessee to the holder of such Specified Mortgage with respect to or in connection with the indebtedness secured by any Specified Mortgage, and to all modifications, extensions, refinancings (where such liens continue) or renewals of such lien.

Section 13.17 Third Party Beneficiary. The Issuer and the Lessee hereby acknowledge that each Specified Mortgagee has relied on the provisions of this Lease that are to its benefit and as such the Issuer and the Lessee intend that each Specified Mortgagee be a third party beneficiary of this Lease.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Lessee have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized representatives, all as of the date first above written.

DEVELOPMENT AUTHORITY
OF ALPHARETTA

By: _____
Chairman

(SEAL)

Attest:

Secretary-Treasurer

100 KIMBALL BRIDGE OWNER, LLC, a Georgia
limited liability company

[SIGNATURE BLOCK]

EXHIBIT "A"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
and
100 Kimball Bridge Owner, LLC
dated _____, 2020

DESCRIPTION OF LEASED LAND

[To be provided]

EXHIBIT "B"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
and
100 Kimball Bridge Owner, LLC
dated _____, 2020

DESCRIPTION OF LEASED EQUIPMENT

NONE

EXHIBIT "C"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
and
100 Kimball Bridge Owner, LLC
dated _____, 2020

PROJECT SUMMARY

The Project consists of the acquisition, construction installation, development and equipping of an approximately 130,000 square foot office development located at 2655 Old Milton Parkway in Alpharetta, Fulton County, Georgia.

EXHIBIT "D"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
and
100 Kimball Bridge Owner, LLC
dated _____, 2020

LIMITED WARRANTY DEED AND BILL OF SALE
by and between
DEVELOPMENT AUTHORITY OF ALPHARETTA
and
100 KIMBALL BRIDGE OWNER, LLC

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

After recording, please return to:

Woodrow W. Vaughn III, Esq.
Holland & Knight LLP
1180 West Peachtree Street, Suite 1800
Atlanta, Georgia 30309

STATE OF GEORGIA.

COUNTY OF FULTON

LIMITED WARRANTY DEED AND BILL OF SALE

THIS INDENTURE, made as of the ____ day of _____, _____, between **DEVELOPMENT AUTHORITY OF ALPHARETTA** a public body corporate and politic of the State of Georgia (“**Grantor**”) and **100 KIMBALL BRIDGE OWNER, LLC**, a Georgia limited liability company (“**Grantee**”) (the terms “**Grantor**” and “**Grantee**” to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which are being hereby acknowledged by Grantor, has granted, bargained, assigned, transferred, sold and conveyed and by these presents does hereby grant, bargain, assign, transfer, sell and convey unto Grantee all that tract or parcel of land lying and being in Land Lot _____, of the _____ District, Fulton County, Georgia being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference, together with all buildings and improvements located thereon (the “**Property**”) and all of its right, title, and interest in and to the personal property more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (the “**Personal Property**”).

TO HAVE AND TO HOLD the Property, together with all and singular the other rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE, subject only to those matters more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference (the **“Permitted Encumbrances”**).

AND THE SAID GRANTOR will warrant and forever defend the right and title to the Property unto Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor and not otherwise, except for claims arising under or by virtue of the Permitted Encumbrances.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has hereunder set its hand and seal on the day, month and year first written above.

GRANTOR:

Signed, sealed and delivered in the presence of:

DEVELOPMENT AUTHORITY OF ALPHARETTA

Unofficial Witness

By: _____
Chairman

Notary Public

Commission Expiration Date: _____

[NOTARIAL SEAL]

EXHIBIT "A"

DESCRIPTION OF LEASED LAND

[TO BE PROVIDED]

EXHIBIT "B"

DESCRIPTION OF PERSONAL PROPERTY

[TO BE PROVIDED]

EXHIBIT "C"

DESCRIPTION OF PERMITTED ENCUMBRANCES

[TO BE PROVIDED]

LIMITED WARRANTY BILL OF SALE

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVELOPMENT AUTHORITY OF ALPHARETTA, a public body corporate and politic of the State of Georgia (collectively, “Seller”), hereby conveys to 100 KIMBALL BRIDGE OWNER, LLC, a Georgia limited liability company (“Purchaser”) all of its right, title and interest in and to the personal property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (collectively, the “Personal Property”):

TO HAVE AND TO HOLD its respective right, title and interest in the Personal Property, together with any rights and appurtenances thereto, unto Purchaser, its successors and assigns, to and Seller agrees to WARRANT AND FOREVER DEFEND, all and singular, its respective right, title and interest in the Personal Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of _____, 20__.

DEVELOPMENT AUTHORITY OF
ALPHARETTA

By: _____
Chairman

(SEAL)

Attest:

Secretary- Treasurer

As to the Issuer, signed
and sealed in the presence
of:

Witness

Notary Public

My commission expires:

(Notarial Seal)

EXHIBIT A
PERSONAL PROPERTY

EXHIBIT "E"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
and
100 Kimball Bridge Owner, LLC
dated _____, 2019

FORM OF AMENDMENT TO LEASE AGREEMENT

Number ____

This AMENDMENT TO LEASE AGREEMENT, dated as of _____, between the DEVELOPMENT AUTHORITY OF ALPHARETTA (the "Authority"), a public body corporate and politic created and existing under the laws of the State of Georgia, as Lessor, 100 KIMBALL BRIDGE OWNER, LLC (the "Lessee"), a limited liability company organized and existing under the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the Authority and the Lessee have heretofore entered into a Lease Agreement, dated as of _____, 2020 (said Lease Agreement, as from time to time modified or amended, is herein called the "Lease"), relating to certain Leased Land in Fulton County, Georgia (as more fully described hereinafter as the "Leased Land"); and

WHEREAS, the Authority and the Lessee have now determined that it is necessary to amend the Lease in certain respects to reflect the [removal from] [addition to] the description of the [Leased Land the real property (including the improvements thereon constituting a part of the Project)] [Leased Equipment, the items] described in Exhibit "1" hereto; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the Authority and the Lessee agree to and do hereby amend the Lease to modify the description of the [Leased Land] [Leased Equipment] contained as Exhibit ["A"] ["B"] attached thereto in order to [remove therefrom] [add thereto], effective as of the date hereof, the [real property (including all structures, buildings and other improvements thereon)] [Leased Equipment, the items] described in Exhibit "1" to this Amendment to Lease Agreement.

Section 1. Amendment of Lease. The Lease shall be deemed to be modified and amended in accordance with the provisions of this Amendment to Lease Agreement and the respective rights, duties and obligations of the Authority and the Lessee under the Lease shall hereafter be determined, exercised and enforced under the Lease subject in all respects to this Amendment to Lease Agreement, and all the terms and conditions of this Amendment to the Lease Agreement shall be part of the terms and conditions of the Lease for any and all purposes.

All references in the Lease to the [Leased Land] [Leased Equipment] described in Exhibit [“A”] [“B”] thereof shall refer to said Exhibit as hereby amended and modified.

Section 2. Execution Counterparts. This Amendment to Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Recordation. This Amendment to Lease Agreement may be recorded in the office of the Superior Court of Fulton County, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 4. Lease to Continue in Full Force and Effect. All other terms of the Lease shall continue in full force and effect subject to this Amendment to Lease Agreement as set forth herein.

IN WITNESS WHEREOF, the Authority and the Lessee have caused this Amendment to the Lease Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers as of _____, _____.

DEVELOPMENT AUTHORITY OF
ALPHARETTA

(SEAL)

Attest:

By: _____
Chairman

Secretary-Treasurer

100 KIMBALL BRIDGE OWNER, LLC, a Georgia
limited liability company

[SIGNATURE BLOCK]

EXHIBIT "1"
to
AMENDMENT TO LEASE AGREEMENT (Number __)
among
DEVELOPMENT AUTHORITY OF ALPHARETTA
and
100 Kimball Bridge Owner, LLC
dated _____

DESCRIPTION OF [ADDITIONAL] [REMOVED] [LEASED LAND] [LEASED
EQUIPMENT]

EXHIBIT "F"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
and
100 Kimball Bridge Owner, LLC
dated _____, 2020

REQUISITION AND CERTIFICATE

Requisition and Certificate No. ____
Date: _____, 20__
Amount of Requisition: \$ _____

Synovus Bank, as Trustee under the Indenture of Trust, dated as of _____, 2020, relating to an aggregate principal amount not to exceed \$47,000,000 of Development Authority of Alpharetta Taxable Revenue Bonds (100 Kimball Bridge Owner, LLC Project), Series 2020.

Gentlemen:

All capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Lease Agreement, dated as of _____, 2020, by and between the Development Authority of Alpharetta and 100 Kimball Bridge Owner, LLC.

This is a requisition for payment from the Development Authority of Alpharetta Revenue Bonds - Project Fund, Bonds 100 Kimball Bridge Owner, LLC Project, of an obligation in the stated amount incurred by or on behalf of the Issuer in connection with the issuance of the Bonds in caption or the acquisition, construction and installation of the Project.

1. This obligation is a proper charge against the Project Fund, the payment thereof is being made in connection with the Project and has not been the basis of any previous withdrawal from the Project Fund.

2. No other certificate in respect of the foregoing obligation is being or has been previously delivered to the Trustee.

3. The Lessee has no notice of any vendor's, mechanic's, or other liens or right to liens, chattel mortgages or conditional sales contracts, or other contracts or obligations (other than those being contested in good faith as permitted in Section 6.1(c) of the Lease Agreement) which should be satisfied or discharged before such payment is made; and

4. Such requisition contains no item representing payment on account of any retained percentages which the Issuer or the Lessee is, as of the date of such requisition, entitled to retain under retained percentage agreements.

5. Purpose and circumstances of such obligation:

Reimbursement of costs of the Project.

Owing to:

100 Kimball Bridge Owner, LLC

6. A bill or statement of account for such obligation is available upon request made to the Lessee.

7. The Lease [Amendment] relating to the portion of the Project for which such obligation has been incurred is attached hereto, and has been executed by the Lessee. The Lease [Amendment] and this Requisition and Certificate relate to those portions of the Project conveyed to the Issuer by [Limited Warranty Deed and Bill of Sale][Bill of Sale] attached hereto and numbered as described above.

All of the foregoing is hereby certified.

By: _____
Authorized Lessee Representative

Insofar as the disbursement requested hereby is to pay obligations incurred for labor, services, material, supplies or equipment in connection with the acquisition, construction and installation of the Project, such labor and services were to the Lessee's knowledge performed and such material, supplies or equipment were or are to be used in connection with the acquisition, construction and installation of the Project or delivered at the site of the Project for such purpose. This requisition includes by attachment hereto the [limited warranty deed and bill of sale][bill of sale] necessary to convey title in and to the items of [Leased Land][Leased Equipment] for which reimbursement is sought to the Issuer.

This requisition is given without prejudice against any rights of the Issuer or the Lessee against third parties which exist on the date hereof. Section 13.15 of the Lease is incorporated herein by this reference and deemed made to apply with equal force and effect hereto.

Authorized Lessee Representative

EXHIBIT "G"
to
LEASE AGREEMENT

Between
Development Authority
of Alpharetta
100 Kimball Bridge Owner, LLC
dated _____, 2020

APPURTENANT EASEMENTS

[TO BE PROVIDED]