

A RESOLUTION

BY COUNCILMEMBER DEBI STARNES

01-R-1133

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THIRTY (30) YEAR LEASE AGREEMENT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) CONVEYING TO THE DDA A LEASEHOLD INTEREST IN A VACANT PARCEL OF LAND OWNED BY THE CITY OF ATLANTA NOW BEING USED FOR SURFACE PARKING BOUNDED ON THE NORTH BY TRINITY UNITED METHODIST CHURCH, THE EAST BY WASHINGTON STREET, THE SOUTH BY MEMORIAL DRIVE, AND THE WEST BY THE CURRENT TRAFFIC COURT FACILITIES FOR THE PURPOSE OF DESIGNING, CONSTRUCTING AND OPERATING A TRANSITIONAL HOUSING FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta holds various parcels of property concentrated in the vicinity of City Hall; and

WHEREAS, these properties are presently used for various municipal uses, most prominently, surface parking; and

WHEREAS, the City's municipal needs and downtown's needs continue to evolve in a positive, mixed use development environment; and

WHEREAS, the City's properties may better fulfill municipal, civic and mixed-use development needs under a coordinated development strategy; and

WHEREAS, provision of residential facilities in a "continuum of care" for homeless people is a City policy priority; and

WHEREAS, the Capitol Hill Neighborhood Development Corporation is a consortium of three of the City's most committed and longstanding homeless service providers; and



WHEREAS, their proposal for providing transitional housing as a piece of a development strategy of core policy has merit in furtherance of the City's goal to address homelessness in a positive manner; and

WHEREAS, a Resolution adopted March 19, 2001 and approved March 27, 2001, authorized the negotiation of a long-term lease agreement with the Downtown Development Authority (DDA) for the purpose of designing, constructing and operating a transitional housing facility on City-owned property and further requires that the proposed agreement be subject to the approval of the Atlanta City Council; and

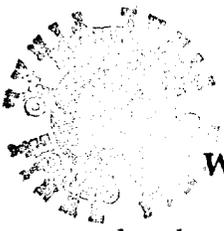
WHEREAS, the terms of such an agreement have been negotiated.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES AS FOLLOWS:

Section 1: The Mayor is hereby authorized to execute a thirty (30) year lease agreement with the Downtown Development Authority (DDA) conveying to the DDA a leasehold interest in a vacant parcel of land owned by the City of Atlanta **now being used for surface parking bounded on the north by Trinity United Methodist Church, the east by Washington Street, the south by Memorial Drive, and the west by the current Traffic Court facilities. The exact location/foot print of the Hope House Facility within the boundaries of the property is to be determined and will be illustrated and defined by survey and a legal description to be attached as exhibits to the lease agreement. Said location/foot print shall not exceed 27,000 square feet and shall be situated upon the property so as to maximize the number of parking spaces remaining once construction of the facility has been completed. Said lease agreement shall be in substantially the same form as that attached hereto and that consideration for the lease agreement with DDA shall be in the amount of one dollar (\$1.00).**

Section 2: Reduce the term of leasehold from one twenty-five (25) year term with one twenty-five (25) year renewal.

Section 3: The lease agreement authorized herein shall not become binding on the City and the City shall incur no obligations upon same until said lease agreement has been executed by the Mayor and delivered to the DDA.



WHEREAS, their proposal for providing transitional housing as a piece of a development strategy of core policy has merit in furtherance of the City's goal to address homelessness in a positive manner; and

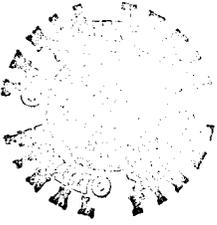
WHEREAS, a Resolution adopted March 19, 2001 and approved March 27, 2001, authorized the negotiation of a long-term lease agreement with the Downtown Development Authority (DDA) for the purpose of designing, constructing and operating a transitional housing facility on City-owned property and further requires that the proposed agreement be subject to the approval of the Atlanta City Council; and

WHEREAS, the terms of such an agreement have been negotiated.

**THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES
AS FOLLOWS:**

Section 1: The Mayor is hereby authorized to execute a thirty (30) year lease agreement with the Downtown Development Authority (DDA) conveying to the DDA a leasehold interest in a vacant parcel of land owned by the City of Atlanta located at the southwest corner of Memorial Drive and Pryor Street for the purpose of designing, constructing and operating a transitional housing facility. Said lease agreement shall be in the form attached to this resolution.

Section 2: The lease agreement authorized herein shall not become binding on the City and the City shall incur no obligations upon same until said lease agreement has been executed by the Mayor and delivered to the DDA.



GROUND LEASE AGREEMENT

dated _____, 2001

between

The CITY OF ATLANTA, GEORGIA

as Lessor

and

The DOWNTOWN DEVELOPMENT AUTHORITY

of The City of Atlanta, Georgia

as Lessee

for a
transitional housing facility
to be named

HOPE HOUSE

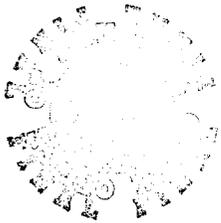


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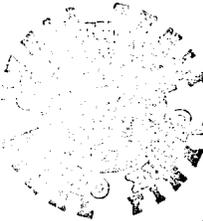
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EXHIBITS

- A - Legal Description of Site
- B - Copy of Ordinance
- C - Copy of Sublease
- D - Copy of Sub-Sublease



STATE OF GEORGIA

COUNTY OF FULTON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Ground Lease"), made and entered into as of the _____ day of _____ 2001, between the **City of Atlanta**, a municipal corporation of the State of Georgia ("City"), and the **Downtown Development Authority** of the City of Atlanta, Georgia, an authority created and existing under and by virtue of the laws of the State of Georgia ("Lessee").

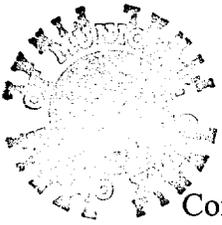
WITNESSETH:

WHEREAS, the City wishes to cause the construction of a transitional housing facility on City-owned property located on the West side of Washington St. just south of Trinity United Methodist Church (which is located at the southwest corner of Trinity Ave. and Washington St.) more particularly described in Exhibit A attached hereto and made a part hereof by reference and hereinafter called the "Site;" and

WHEREAS, Lessee wishes to facilitate the construction of a transitional housing facility on the Site for the purpose of providing transitional housing within the City; and

WHEREAS, Lessee has the capacity, resources and expertise to assist the City in this endeavor; and

WHEREAS, by an Ordinance adopted by the City Council on _____, 2001 and approved by the Mayor of the City on _____, 2001, this Agreement was authorized, a copy of the Ordinance being attached hereto as Exhibit B and made a part hereof; and



WHEREAS, simultaneously herewith, Lessee and CHNDC Neighborhood Development Corporation (“CHNDC”), a Georgia nonprofit corporation formed by Central Presbyterian Church, Trinity United Methodist Church and the Shrine of the Immaculate Conception, will enter into a sublease (“Sublease”) of Lessee’s rights under this Ground Lease, a copy of which Sublease is attached hereto as Exhibit C and made a part hereof by this reference; and

WHEREAS, simultaneously herewith, CHNDC and Progressive Hope House, Inc. (“Progressive”), a Georgia nonprofit corporation sponsored by Progressive Redevelopment, Inc. will enter into a sub-sublease (“Sub-Sublease”) of CHNDC’s rights under the Sublease, a copy of which Sub-Sublease is attached hereto as Exhibit D and made a part hereof by this reference, pursuant to which Progressive assumes all obligations and duties of Lessee under this Ground Lease as hereinafter provided.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, it is hereby agreed between the parties hereto as follows:

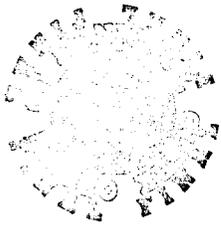
ARTICLE 1

SITE

Section 1.1 Lease.

The City does hereby lease and let the Site to Lessee, subject to the terms and conditions hereinafter set forth.

Section 1.2. Benefits and Burdens. The City and the Lessee acknowledge and agree that their execution of this Ground Lease is intended to pass and does hereby pass to Lessee the benefits and burdens of ownership of the Site, including the risk of loss with respect to the Site, the obligations to pay all expenses in connection with the Site, as well as the right to receive all income from the Site, from and after the date of execution of this Ground Lease.



ARTICLE 2

TERM

Section 2.1. Term. The demised term of this Ground Lease shall be a period of approximately thirty (30) years (hereinafter called "Demised Term") commencing on the date hereof and terminating at midnight on December 31, 2031, unless sooner terminated as herein provided. Each calendar year or portion thereof comprising the Demised Term is hereinafter referred to as a "Lease Year."

Section 2.2. Option to Renew. Lessee shall have the option to renew or extend the Demised Term for an additional twenty (20) years to December 31, 2051 by written notice to the City at any time during calendar year 2031, unless the City shall have notified Lessee in writing prior to December 31, 2030, that no renewal will be permitted. If this option is so exercised, the phrase "Demised Term" shall include the additional period.

Section 2.3. Ownership of Improvements. At the end of the Demised Terms, whether by expiration as a result of the passage of time or termination earlier pursuant to the terms hereof, the ownership of all improvements then existing on the Site shall revert to the City. Lessee shall have no obligation to demolish the Improvements.

ARTICLE 3

RENT

Section 3.1. Base Rent. Lessee covenants and agrees to pay to the City the amount of One Dollar (\$1.00) per year as rent for the Demised Term, which amount shall be due and payable annually on the first day of each Lease Year during the Demised Term.

Section 3.2. Additional Rent. Lessee shall pay to the City with respect to each Lease Year throughout the Demised Term additional rent equal to Lessee's Net Cash Flow from the



operation of the improvements on the Site. Such payment shall be made by March 31 for the preceding Lease Year and shall be accompanied by financial statements showing the income and expenses certified by Lessee's chief financial officer. Lessee agrees to maintain complete and accurate financial books and records, and the City shall have the right to audit them at any time at the City's expense upon three (3) business days prior written notice. The term "Net Cash Flow" shall mean the sum of all revenue received by Lessee from the operation and use of the improvements less all expenses for operations and supportive services incurred in connection therewith; provided, that Lessee shall be entitled to deduct reasonable reserves and as debt service expenses, and, provided further, that Lessee shall not be entitled to deduct as expenses non-cash items such as depreciation or amortization. The City acknowledges and agrees that the improvements will be operated for a purpose and in a manner that require high levels of expense and may not result in much revenue, so little or no additional rent may ever be paid to the City.

Section 3.3. Payment Address. Lessee shall pay all rent and other sums, if any, payable by Lessee to the City at its address for notices set forth herein or at such other place as the City shall request in writing delivered to Lessee.

ARTICLE 4

ABANDONMENT AND OCCUPANCY

Section 4.1. Vacate. Lessee covenants and agrees not to vacate or abandon the Site during the Demised Term. The Site shall not be deemed "vacated" or "abandoned" so long as it is properly maintained and secured, even if it is not then actively used for a permitted use.

Section 4.2. Commencement of Improvements. Lessee agrees not to commence any improvements on the Site or to conduct any demolition of any improvements currently located on the Site prior to the approval of the Initial Plan (as hereinafter defined).



ARTICLE 5

DEVELOPMENT OF TH FACILITY

Section 5.1. Initial Plan. On or prior to _____, 2001, Lessee shall cause to be prepared an initial plan ("Initial Plan") for the development of a transitional housing facility ("TH Facility") to be located on the Site, and shall deliver the Initial Plan to the City. The Initial Plan shall consist of a site plan and schematic architectural drawings to permit the City to determine the acceptability of the TH Facility as compatible with the surrounding neighborhood and meeting the needs of homeless and low and moderate income individuals of the City. Lessee agrees to provide such additional documentation as the City may request in order to permit the City to make this determination.

Section 5.2. Review of Initial Plan. The City shall review and make its determination of the acceptability of the Initial Plan within thirty (30) days from and after the date of the submission of the proposed Initial Plan. In the event any changes are requested by the City, the City shall promptly make a redetermination of the acceptability of the revised Initial Plan within ten (10) days after its re-submission by Lessee. A failure to respond within the specified time period shall be deemed on approval.

Section 5.3. Final Plans. After the approval of the Initial Plan by the City, the Lessee shall promptly cause final plans and specifications ("Final Plans") for the TH Facility to be prepared. The Final Plans shall be consistent with the Initial Plan. If any material changes are made to the Initial Plan, the City shall review the changes in accordance with the standards for review set forth in Section 5.1. The time periods for review shall be those established in Section 5.2. Nothing in the Ground Lease shall bind the City in any way or reduce the City's rights in



connection with the issuance of a building permit and the enforcement of other laws and regulations governing the Site and the TH Facility.

Section 5.4. Commencement of Construction of TH Facility. Lessee shall promptly commence construction of the TH Facility after the occurrence of the Construction Approval by the City and the satisfaction of all Conditions to Construction by the Lessee. The term Construction Approval by the City is hereby defined to mean the approval of the following items by the City:

1. The Initial Plan;
2. The insurance policies to be obtained and maintained pursuant to Article 14; and
3. The Final Plans.

The term Conditions to Construction is hereby defined as the satisfaction of all of the following:

1. The occurrence of Construction Approval of the City; and
2. The raising of all additional funds needed to construct the TH Facility.

Lessee agrees to take all actions necessary to satisfy the Conditions to Construction on or before June 30, 2002 ("Construction Termination Date"). In the event all Conditions to Construction have not been satisfied prior to the Construction Termination Date, either party may terminate this Ground Lease.

Section 5.5. Completion. Lessee shall cause the Completion (as hereinafter defined) of the TH Facility to occur on or before the date eighteen (18) months after the Construction Termination Date. ("Completion Date"). The term Completion is hereby defined to mean:



the issuance of a certificate by the architect that has prepared the Final Plans certifying that the TH Facility has been completed substantially in accordance with the Final Plans; and

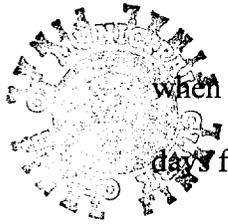
2. a certificate of occupancy has been issued by the City for the TH Facility.

Section 5.6. Force Majeure. In the event any obligation having to do with the Completion of the TH Facility under this Ground Lease, but excluding any monetary obligations, is incapable of being performed within the time period required as a result of an Act of God, strike, declared war, governmental prohibition or unavailability of materials or suitable substitutes, then the time period for such performance must occur shall be extended by the period of delay or the period to cure such delay caused by such reasons. As to rain delays, Force Majeure shall mean delays caused by rain measured in days and inches which exceed the twenty year average as measured by the National Weather Bureau for the Atlanta, Georgia area.

(The foregoing events subject to the conditions set forth above is hereinafter referred to as "Force Majeure").

Section 5.7. Signs. Lessee may erect on the Site, at its expense, any signs Lessee shall desire, so long as such signs meet the applicable zoning ordinances and all other applicable governmental requirements.

Section 5.8. Liens. All construction of the TH Facility shall be completed free of all liens and claims of all contractors, subcontractors, mechanics, laborers and materialmen, surveyors, architects, or any other person whomsoever, except for mortgage liens on Lessee's right, title and interest under this Ground Lease. Lessee, however, shall have the right to contest, in good faith, the validity and amount of any such lien and shall be obligated to pay it only if and



when finally determined to be due. Lessee shall discharge all liens, however, within ten (10) days from and after the date of notice thereof by bond.

Section 5.9. Demolition of any Existing Improvements. After the occurrence of the satisfaction of the Conditions for Construction, the Lessee shall be entitled to demolish all improvements currently located on the Site. All demolition shall be conducted by a demolition company licensed to do business by the City meeting all bonding requirements of the City; in accordance with all applicable governmental regulations; and in accordance with all environmental laws, rules and regulations. Lessee shall be responsible for and shall indemnify and hold harmless the City for all liability arising from the demolition of the improvements.

Section 5.10. Extension of Time Pending Approvals. All time benchmarks and due dates contained in this Ground Lease shall automatically be extended in the event the review process of the City is in excess of the time period allotted for the City's review of any item or requirements.

ARTICLE 6

REPAIRS AND MAINTENANCE BY THE CITY

The City shall not be obligated to make any repairs or replacements or maintain the Site or the improvements thereon during the Demised Term.

ARTICLE 7

REPAIRS AND MAINTENANCE BY LESSEE/INDEMNITY

Section 7.1. Lessee Repairs and Maintenance. Lessee, at its sole cost, risk, expense and liability, covenants and agrees to keep and maintain in good repair the Site and any improvements now or hereafter located thereon, in good condition and in compliance with all applicable governmental codes, ordinances and regulations.



Section 7.2. Indemnity. Lessee covenants and agrees to indemnify and hold the City harmless from and against any and all loss, injury or damage occurring in, on or about the Site during the Demised Term as a result of presence, use, storage, handling, discharge, release, processing or discovery of any and all hazardous materials, toxic substances, petroleum, gas products, or asbestos-containing materials (as any such terms be defined under federal, state or local law) (hereinafter collectively referred to as "Hazardous Materials") on the Site. The Lessee's indemnity shall extend to and cover any such losses, injuries or damages from any cause whatsoever except such losses, injuries or damages which may be occasioned by the negligence or intentional acts of the City. Lessee covenants and agrees, promptly following receipt by Lessee of notice, if any, of violation of or lack of compliance with any environmental laws or regulations, either local, Georgia or federal, from any government agency or authority, to notify the City thereof and to furnish the City with a true and exact copy of the notice from the government agency or authority. Lessee covenants and agrees to comply with all federal, Georgia and local laws and regulations relating to environmental matters, and Lessee covenants and agrees to indemnify and hold the City harmless from and against any and all loss, injury, or damage resulting from or arising out of Lessee's failure to comply with any laws or regulations relating to environmental matters.

Section 7.3. Environmental Audit. The City shall be authorized, but not required, at the City's sole cost and expense, at any time, and from time to time, during the Demised Term or within sixty (60) days subsequent to the date of termination of this Lease, to cause to be conducted and prepared an environmental audit (an "Environmental Audit") of the Site by a reputable environmental inspection firm of the City's selection. Should an Environmental Audit or Environmental Audits reveal matters covered by Lessee's indemnity under Section 7.2, Lessee



shall be responsible for the correction thereof pursuant to Section 7.2. The City agrees to notify Lessee of the results of an Environmental Audit, if any, promptly following completion thereof, and, as to an Environmental Audit, if any, conducted on or about the date of termination of this Ground Lease or within the sixty-day period subsequent thereto, within ninety (90) days subsequent to the date of termination of this Ground Lease.

ARTICLE 8

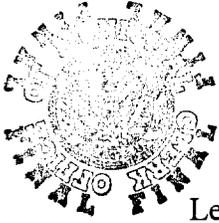
REMOVAL OF TRADE FIXTURES, APPLIANCES, OTHER EQUIPMENT AND TH FACILITY

All trade fixtures, appliances and other equipment and personal property of Lessee existing, placed or installed in or on Site by Lessee shall remain the property of Lessee, and may be removed by Lessee at any time during the Demised Term, provided there is no default by Lessee hereunder. If Lessee fails to remove these items by the end of the Demised Term then they shall become and remain the property of the City free and clear of all claims by Lessee. At the expiration of the Demised Term Lessee shall remove from the Site all signage and equipment. Lessee agrees to repair and restore any damage or unsafe conditions occasioned by such removal.

ARTICLE 9

INSPECTION OF SITE BY THE CITY

The City or the City's representative shall have the right at all reasonable times during the Demised Term to enter upon any part of the Site for the purpose of determining whether the conditions and covenants contained in this Ground Lease are being kept and performed. The entry shall be conducted during reasonable business hours and the City or the City's representative shall conduct the entry with Lessee or Lessee's representative.



ARTICLE 10

UTILITIES

Lessee shall pay costs of all utilities furnished to the Site including, but not limited to, water, gas and electricity, during the Demised Term.

ARTICLE 11

ASSIGNMENT AND SUBLEASE BY LESSEE

Lessee may assign, sublet or otherwise encumber the interest of the Lessee but only with the prior written consent of the City, which shall be provided by the City using commercially reasonable standards. The commercially reasonable standards shall include the ability of the proposed transferee to develop, construct and operate the TH Facility. Any transferee, assignee or sublessee shall abide by and shall be bound by the terms and conditions of this Ground Lease. The City hereby approves the Sublease and Sub-Sublease. Upon the execution and delivery of the Sublease and Sub-Sublease simultaneously herewith, Progressive will have assumed all rights, obligations and duties of Lessee under this Agreement, and the City shall look solely to Progressive for the performance thereof for so long as they remain in effect so that neither the Authority nor CHNDC shall have any obligation, duty or liability under this Agreement, the Sublease or the Sub-Sublease other than assisting the City in the enforcement of rights under the respective documents.

ARTICLE 12

DEFAULT

Section 12.1. Defaults. It shall constitute a "default" under this Ground Lease if: (a) Lessee shall fail to make any rental payment required hereby and such default in payment shall continue for a period of thirty (30) days after notice by the City; or (b) if Lessee shall fail to



comply with any other agreement, term, covenant, or condition hereof and such failure shall continue for a period of sixty (60) days after notice by the City if such failure can be corrected within said time period or, if it cannot, Lessee promptly commences such correction and diligently pursues it to completion. If a default so occurs, then and in any such event the City shall have the right at its option, to undertake its rights and remedies provided in this Ground Lease.

Section 12.2. Rights upon Default. The City's remedies upon default by Lessee hereunder, which is not cured or remedied by Lessee within the applicable grace or cure period under Section 12.1, shall include termination of this Ground Lease, entry onto the Site and dispossession of Lessee therefrom without termination of this Ground Lease, and all other remedies of a landlord provided pursuant to the landlord and tenant laws of Georgia. Notwithstanding the City's entry and taking of possession of the Site without termination of this Ground Lease, Lessee shall remain liable to the City for all rent and additional rent payable hereunder throughout the then remaining portion of the Demised Term.

ARTICLE 13

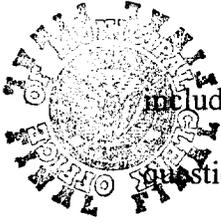
TAXES AND OTHER CHARGES

Section 13.1. Additional Rent. Lessee shall, without notice or demand, as additional rent, pay and discharge, on or before the last day on which the same may be paid without penalty, all taxes, assessments, rates and charges, sanitary assessments, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof together with all interest and penalties thereon, which shall or may during the Demised Term be levied, assessed or imposed on or become a lien upon or become due or payable out of or for or by reason of the Site or any part thereof, the Lessee's



interest in the Site and the improvements located thereon, or any buildings, appurtenances, or equipment now or hereafter erected or placed thereon or therein or any part thereof, or the sidewalks or streets in front of or adjoining the Site, including further any rent tax which may now or hereafter be imposed in addition to or in lieu of real property ad valorem taxes. All taxes levied, assessed or imposed in lieu of or in addition to the foregoing shall be paid by Lessee together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of the federal, state, county and city or local governments and of all other governmental authorities whatsoever. Lessee shall pay all taxes and assessments which shall prior to or during the Demised Term be levied, assessed or imposed on or become a lien upon the personal property of Lessee located upon the Site. Lessee shall be deemed to have complied with the covenants of this Section 13.1 if payment of such rents, taxes, assessments, rates and charges, sanitary assessments, and other governmental impositions and charges, shall have been made within any grace period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest, and either before the same shall become a lien upon the Site or shall become delinquent. Lessee shall within ten (10) days after receipt of written request therefor by the City produce and deliver to the City reasonably satisfactory evidence of such payment.

Section 13.2. Right to Contest. Lessee shall have the right to contest or review by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Lessee shall conduct promptly at its own expense, and free of any expense to the City, and, if necessary, in the name of the City), any tax, assessment, rate or charge, sanitary assessment, or other governmental imposition or charge aforementioned. Any such contest, review or proceeding shall be conducted so as to prevent the imposition from becoming delinquent as to the Site,



including, if necessary, the payment or payment under protest by Lessee of the imposition in question.

ARTICLE 14

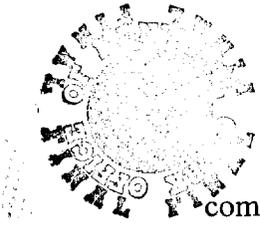
INSURANCE

Section 14.1. Insurance Required. Throughout the Demised Term, Lessee, at Lessee's cost and expense, and as additional rent, shall:

(a) Keep the Site including all fixtures and items of personal property used in connection with the operation of the Site, insured (at least 90% of insurable value) with an insurance company satisfactory to the City and in standard form, in the names of the City and of any mortgagee of the Site, as their interests may appear (except for personal property of Lessee which shall be insured in the name of Lessee) against loss or damage by fire and casualty with extended coverage.

(b) Provide and keep in force a comprehensive general public liability insurance policy with an insurance company satisfactory to the City and in standard form, such public liability policy to be in the amount of not less than \$1,000,000.00 with respect to any one accident, \$1,000,000.00 with respect to injury or death of any one person and \$1,000,000.00 with respect to damage to property, such policy to show the City as a named insured.

Section 14.2. Insurance Policy Requirements. All insurance provided by Lessee as required by this Article 14 shall be carried in favor of the City and Lessee and the Mortgagee of the Site, if any, as their respective interests may appear, in such responsible companies and in such form as shall be reasonably satisfactory to the City. All policies shall provide that loss, if any, payable thereunder shall be payable to the City and Lessee and to the holder of the mortgage, if any, as their respective interests may appear.



Section 14.3. Original Policies. Lessee agrees to deliver to the City on date of commencement of Demised Term the original policies (or duplicate originals) of insurance required hereunder. At least ten (10) days prior to the expiration of each such policy, Lessee shall deliver to the City the new original policy or duplicate original evidencing the renewal insurance.

Section 14.4. Violation of Policy. Lessee shall not violate or knowingly permit to be violated any of the conditions or provisions of any such policy.

Section 14.5. Collection of Insurance Proceeds. Lessee and the City shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss, but at the sole expense of Lessee, and Lessee and the City shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

Section 14.6. Notice Prior to Cancellation. Each such policy (including renewal insurance) or certificates therefor issued by the insurance company shall contain an agreement by the insurance company that such policy shall not be cancelled without at least thirty (30) days prior written notice to the City and to the mortgagee of the Site, and in no event shall such policies be cancelled by Lessee without the City's prior written consent.

Section 14.7. Blanket Coverage. Any insurance provided for in this Article 14 may be effected by a policy or policies of blanket insurance; provided, however, that the amount of the total insurance allocated to the Site shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Lease. In any such case it shall not be necessary to deliver the original of any such blanket policy to the City, but the



City shall be furnished with a certificate or duplicate of such policy acceptable to the City, furnished by the applicable insurance company.

Section 14.8. Worker's Compensation Insurance. During the pendency of any construction or demolition on the Site, the Lessee shall cause all contractors, workers or other persons or entities conducting work on the Site to carry Worker's Compensation Insurance in the amounts required by Law and in such further amounts as the City may from time to time require.

ARTICLE 15

THE CITY NOT LIABLE FOR INJURY OR DAMAGE

Section 15.1. Liability of the City. During the entire Demised Term hereof Lessee shall be deemed to be in exclusive control and possession of the Site and the City shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on or about the Site, nor for any injury or damage to the Site, nor to any property of Lessee, or of any other person except for injury or damage caused by the gross negligence or intentional acts of the City. The provisions hereof permitting the City to enter and inspect the Site are made solely for the purpose of enabling the City to become informed as to whether or not Lessee is complying with the agreements, terms, covenants and conditions hereof.

Section 15.2. Liability Arising from Condition of Site. The City shall not be liable for any injury or damage to any person or property in or about the Site, whether belonging to Lessee or any other person, caused by any fire, breakage, leakage, defect (latent or otherwise) or bad condition in any part or portion of the Site, or from water, rain or snow that may leak into, issue or flow from any part of the Site from the drains, pipes, or plumbing work of the same, or from any place or quarter, unless such breakage, leakage, defect or bad condition, injury or damage, may be caused by or result from the negligence or intentional acts of the City.

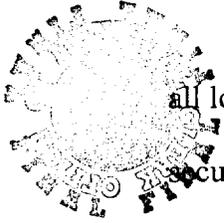


Section 15.3. Indemnity. In addition to any other indemnities to the City specifically provided for in this Lease, Lessee agrees to protect, defend, indemnify and save harmless the City against and from any and all claims by or on behalf of any person arising from the operation, conduct or management of, or from any work or thing whatsoever done in or on the Site and will further protect, defend, indemnify and save the City harmless against and from any and all claims arising during the Demised Term from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this Lease, and from and against all costs, expenses and liabilities incurred in or about any such claim or action or proceedings brought thereon; and in case any action or proceeding to be brought against the City by reason of any such claims, Lessee upon notice from the City covenants to resist or defend such action or proceeding by and through counsel reasonably satisfactory to the City. To the extent that insurance procured by Lessee in accordance with the provisions of this Lease shall protect, indemnify and save harmless the City, the provisions of this section 15.3 shall impose no additional obligation upon Lessee.

ARTICLE 16

ENCUMBRANCE OF LEASEHOLD ESTATE AND SUBSEQUENT FORECLOSURE

Section 16.1. Mortgage of Leasehold. Lessee shall have the right to encumber, by deed to secure debt or similar instrument as security for any debt, all of Lessee's right, title and interest in this Lease and in the Site subject to the provisions of Section 16.4 hereof. All encumbrances shall be subordinate and inferior to the City's right, title, privileges, liens and interests as owner of the Site and to the City's rights and privileges and interest provided in or arising from this Lease. Lessee shall, in no event, have the right to, in any way, encumber the City's fee simple title and reversionary interest in and to the Site. All terms of and conditions of



all loans (as set forth in the terms and conditions of the loan commitment, the note, the deed to secure debt and other instruments, if any, setting forth the terms and conditions of the loan) secured by Lessee's interest in the Site shall be approved in writing by the City before Lessee shall be entitled to close the loan. Lessee further agrees, upon the City's request, to make available to the City in a timely manner for the City's review prior to closing all other documents required by any lender in making the loan.

Section 16.2. Registered Mortgagees and Notices. The term Registered Mortgagee shall mean a mortgagee holding a security interest in the interest of the Lessee in the Site that has:

- (1) obtained the approval of the City pursuant to Section 16.4;
- (2) provided notice to the City of the existence of its security interest in the Lessee's interest in the Site; and
- (3) has provided to the City its agreement to be bound by the requirements hereof as to Mortgagees and Registered Mortgagees.

The City agrees to provide to all Registered Mortgagees copies of all notices given to the Lessee hereunder in the same manner as required for notices to the Lessee.

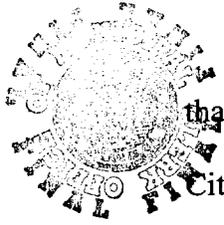
Section 16.3. Rights of Registered Mortgagees.

(a) Event of Default. Any notice of an Event of Default that can result in any termination of this Lease shall be valid as to the Registered Mortgagee only if a copy of the notice is delivered to any Registered Mortgagee in accordance with the notice procedures set forth in this Lease at the address specified in Writing by such Registered Mortgagee to the City. The City shall specify the nature of the Event of Default in sufficient detail so that Registered Mortgagee will be clearly informed as to Lessee's unperformed obligations under this Lease. The Registered Mortgagee shall, in the event of a monetary Event of Default, have an additional



ten (10) days in which to cure the monetary Event of Default in the same manner as is accorded to Lessee under this Lease. The Registered Mortgagee shall, in the event of a non-monetary Event of Default, have an additional thirty (30) days in which to cure any non-monetary Event of Default (or to initiate a cure and diligently pursue the cure to completion, even if the cure takes longer than thirty (30) days, if the cure cannot be reasonably accomplished within thirty (30) days) in the same manner as is accorded to Lessee under this Lease. The time period for the cure of any non-monetary default, if incapable of cure within the foregoing non-monetary Event of Default period, shall be governed by and shall run simultaneously with the period set forth in Section 12.

(b) New Leases. Should the City exercise the City's right to terminate this Lease as provided in Article 12 of this Lease, the City shall give written notice of the termination to each Registered Mortgagee. Each Registered Mortgagee shall then have the right, in the order described below, to lease the Site for a term commencing on the date of such termination of this Lease and continuing for the remainder of the scheduled Term of this Lease, at the Rent and otherwise upon the same terms, covenants, and conditions, as are herein set forth, with the same relative priority as set forth in this Lease. Upon the exercise of such right, the applicable Registered Mortgagee, or the designee or nominee of such Registered Mortgagee, shall have all the rights, title, interest, powers and privileges of Lessee hereunder. Each Registered Mortgagee must give written notice to the City of its election to accept the new lease, if at all, within fifteen (15) days after receipt of such notice from the City offering the new lease. If more than one such Registered Mortgagee accepts, then the first in priority of those accepting shall be entitled to the new lease. The Registered Mortgagee entitled to the new lease shall be obligated, within fifteen (15) days after delivery to the City of the notice of the election to: (i) notify the City in writing



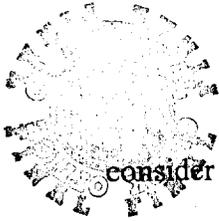
that the Registered Mortgagee has elected to enter into a new lease with the City; failing the City's receipt of the written notice from any Registered Mortgagee within the fifteen-day period, the City's obligations under this Section shall end; and the following (and all other) provisions of this Section shall be null and void; (ii) cure the Event of Default on which the termination was based or, in respect of any Event of Default not capable of cure within such thirty (30) calendar days or which cannot be cured without entry into possession, to proceed to effect a cure with due diligence following delivery of such possession provided that the extended right to cure shall not be applicable to monetary events of default; (iii) pay to the City all Rent due under this Lease up to and including the date of the commencement of the term of the new lease; (iv) pay to the City all expenses and reasonable attorneys' fees incurred by the City in connection with the Event of Default and termination and with the preparation, execution and delivery of the new lease; and (v) execute and deliver new mortgages in favor of all prior Registered Mortgagees. Upon such performance by such Registered Mortgagee, or the designee or nominee thereof, within the requisite time, the city shall thereupon execute and deliver the new lease to the Registered Mortgagee, or the designee or nominee thereof, having the same relative priority as set forth in this Lease and having the benefit of all right, title, interest, powers and privileges of Lessee hereunder until the expiration of the scheduled term of this Lease, unless the new lease shall thereafter be sooner terminated, and the Registered Mortgagee, or the designee or nominee thereof, shall promptly execute the new lease. The new mortgages, if any, shall be on the same terms and conditions as the prior Registered Mortgages held by the respective Registered Mortgagees, with the Registered Mortgagee that is the Lessee under the new lease having, with respect to the new mortgages, only the liability of a person taking subject to (as opposed to executing or assuming) the new mortgages.



Section 16.4. The City's Approval.

(a) The City shall have the right to approve in advance any Loan or encumbrance with respect to the Site. The approval right shall include the right to approve the terms and conditions of the Loan. The approval rights shall apply to all Loans affecting the Site including any construction loan ("Construction Loan") and any permanent loan or mini permanent loan, the purpose of which is to refinance any Construction Loan after the Completion of the TH Facility ("Permanent Loan"). Lessee shall provide the City with the identity of the lender and all terms and conditions of any Permanent Loan at least sixty (60) days before the closing date thereof and the City shall have fifteen (15) days to approve them. If the terms are approved in writing by the City, Lessee shall use Lessee's best efforts and expend all funds necessary to close the Permanent Loan on or before the closing date. Lessee acknowledges that the identity of and terms of any Loan or encumbrances affecting the Site are of material importance to the City because of the importance to the City of the success and proper management of the Site. Accordingly, the City shall consider the following factors in making its approval but shall not be limited to these factors:

- (i) total costs to develop the Site and to construct the TH Facility, including construction and non-construction items; and
- (ii) the terms of the loans as they relate to the Term; and
- (iii) the mortgagee is not reasonably acceptable to the City as a possible successor to Lessee under this Lease in the event of foreclosure under the deed to secure debt or similar instrument; and
- (iv) the agreement of the lender to permit the City to approve the management of the Site in the event that the lender or any party claiming by through or under the lender succeeds to the interest of the Lessee hereunder; and
- (v) the agreement of the lender to bound by the terms and conditions hereof including the terms applicable to the distribution and payment of insurance and condemnation proceeds.



(b) In addition to the factors for approval of all financing, the City shall also consider the following in connection with any secondary financing to either the Construction Loan or the Permanent Loan. These factors are not exclusive but provide a general guideline for the approval process by the City of any secondary financing of the Lessee's interest in the Site.

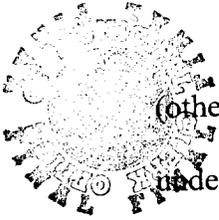
The non-exclusive factors are:

- (i) the amount of such refinancing is in excess of (a) Lessee's total costs to develop the Site and construct the TH Facility, plus (b) the cost of any reasonable additional capital improvements and repairs made to the Site or any TH Facility thereon, plus (c) all costs of such refinancing (including prepayment penalties, if any, required under the debt being refinanced), and plus (d) the estimated cost of reasonable capital improvements and repairs reasonably determined to be necessary during a two-year period following such refinancing; and
- (ii) the term of the loan as it related to the Term; and
- (iii) the lender is not reasonably acceptable to the City as a possible successor to Lessee under this Lease in the event of foreclosure under the deed to secure debt or similar instrument; and
- (iv) the agreement of the lender to permit the City to approve the management of the Site in the event that the lender or any party claiming by through or under the lender succeeds to the interest of the Lessee hereunder; and
- (v) the agreement of the lender to bound by the terms and conditions hereof including the terms applicable to the distribution and payment of insurance and condemnation proceeds.

Section 16.5. Registered Mortgagees.

(a) Protection. A Registered Mortgagee shall be entitled to the protections set forth in this Article. Each Registered Mortgagee shall be a third-party beneficiary of the provisions of this Article with the full right to enforce such provisions of this Article.

(b) Mortgagee as Lessee. Any Registered Mortgagee, acquiring the leasehold estate of Lessee under this Lease or pursuant to a new lease executed in accordance with Section 13.03(b), shall be obligated under this Lease or other new lease only so long as it shall be vested



(other than as security for a debt) with title to all, or any estate or interest in, the leasehold estate under this Lease or the new Lease.

(c) Default Under Mortgage. In the event any Registered Mortgagee succeeds to the entire interest of Lessee under this Lease, the Registered Mortgagee shall be subject to all the terms and provisions of this Lease, as modified by this Article.

Section 16.6. Estoppel Certificates. From time to time during the Demised Term (but in no event more than twice in any Lease Year) the City and Lessee agree to submit to the other, within fifteen (15) days following the written demand therefor, a certificate:

- (i) Stating whether or not this Lease is in full force and effect as of the date of the certificate and whether or not Lessee or the City, as the case may be, is in default hereunder, or
- (ii) If Lessee or the City, as the case may be, is in default, specifically stating the nature of the default and listing the steps necessary to cure the alleged defaults, and if the default is on the part of Lessee and is one for which the City may proceed under Article 12 hereof, specifically stating the time period remaining to cure such default in the manner provided in said Article 12, and
- (iii) Stating other facts and information with respect to this Lease as may reasonably be requested by the City or Lessee.

ARTICLE 17

DAMAGE OR DESTRUCTION

Section 17.1. Damage or Destruction. If any portion of the TH Facility shall be damaged or destroyed from any cause, regardless if covered by insurance, then the Rent shall not abate. Except as provided in Section 17.3 and Section 17.4 and subject to receipt of adequate insurance proceeds with respect to such repair and restoration, Lessee shall, within ninety (90) calendar days following the date of such damage or destruction commence the work of repair, reconstruction or replacement of such damage or destruction pursuant to plans and specifications approved in advance in writing by the City and any Registered Mortgagee. Lessee shall



continuously prosecute such construction with all reasonable diligence and dispatch, and in any event so that it is substantially complete within two (2) years from the date of such damage or destruction. Lessee shall pay or cause to be paid all expenses in connection therewith so that the new or repaired TH Facility shall be free and clear from all liens and claims for labor, materials, fees or other expenses. The construction provisions of this section are subject to the terms, rights, and conditions of the term Force Majeure. All construction of any repair or restoration shall be subject to the procedures for Repair Plans set forth in Section 17.2. In the event the insurance proceeds are not made available to the Lessee for repair and restoration, then the Lessee shall cause the Site to be leveled, all debris removed therefrom, and this Lease shall terminate.

Section 17.2. Insurance Proceeds. Any loss due to damage or destruction of any of the TH Facility of Five Hundred Thousand Dollars (\$500,000) or less under any policy of insurance required to be obtained in accordance with Article 14 shall be payable to Lessee for restoration purposes. Lessee shall promptly commence such repair and restoration in accordance with plans and specifications ("Repair Plans") approved in advance in writing by the City and any Registered Mortgagee and shall promptly complete the repair and restoration. Any loss over Five Hundred Thousand (\$500,000) Dollars shall be made payable to any Registered Mortgagee holding a first in priority security interest on the Site. The payment shall be made to such Registered Mortgagee as Trustee for the benefit of the City and Lessee. Trustee shall be entitled to collect for the use and benefit of the City and Lessee all the money due under the policies payable in the event of and by reason of the loss or damage to the TH Facility. All insurance proceeds received by the Trustee shall be held and disbursed as follows:



(a) If Lessee is in default hereunder, or, if a default shall occur during the time the insurance proceeds, or any part thereof, is in the possession of the Trustee, then the City shall have the right upon demand to require the Trustee to pay over to the City so much of the insurance proceeds as may be necessary fully to pay or discharge and cure any default by Lessee. Trustee shall promptly pay these amounts to the City. Nothing herein contained, however, shall be construed to permit Lessee to default in the payment of any Rent or other charges due hereunder, and the City shall have the right, at its option, in the case of the default in the payment of any Rent, to proceed against Lessee for the collection of Rent, regardless of the payment of insurance proceeds to the City by the Trustee and charges and to re-enter and take possession of the Site in accordance with the provisions of this Lease and without prejudice to the City's rights to the benefit of the insurance money as security for the payment of the Rent. In the event of the payment of any sum by the Trustee to the City pursuant to the default provisions of this section or in the event that the City shall demand the amounts from the Trustee, then the Lessee shall immediately upon demand, pay in cash the amount of the demand to the Trustee, in the event of payment by the Trustee to the City, or to the City. Failure to immediately pay the amounts shall constitute an Event of Default hereunder without benefit of any cure period. All amounts not paid upon demand shall bear interest at the Default Rate and shall be subject to the Late Charge provisions hereof.

(b) All insurance moneys received by the Trustee which are not used or necessary to be used to cure any Default shall be available to Lessee for the purpose of rebuilding, restoring or repairing the TH Facility, or of replacing them with a new TH Facility having a value of at least equal to that of the destroyed TH Facility. In the event that the amount required to be paid for the restoration or repair is in excess of available insurance proceeds, as



determined by the amount of the construction contract for the repair and restoration for such work and estimates of the remaining amounts to be paid for such work as determined by the City, then Lessee shall deposit with Trustee such amounts to be disbursed with the insurance proceeds for the restoration and repair. All repair, restoration or replacement shall be in accordance with the Repair Plans approved by the City and any Registered Mortgagee. In the event that Lessee, the City and any Registered Mortgagee cannot agree upon the Repair Plans within forty-five (45) days of the date submitted, then the Trustee shall disburse such amounts as are necessary to meet any code or regulation of any Applicable Governmental Authority. The dispute as to the Repair Plans shall then be resolved pursuant to the Arbitration provisions of this Ground Lease. The proceeds shall be paid by the Trustee from time to time in accordance with certificates from the architect that prepared the Repair Plans showing the amount due to designated persons for labor, material, and other proper items of cost incurred in connection with the work of repair, reconstruction or replacement. In lieu of such certificates, the Trustee may disburse pursuant to Joint instructions to the Trustee by the City and Lessee. The distribution of insurance proceeds shall be consistent with and pursuant to construction loan disbursement procedures commonly used by National Banking Associations in the Metropolitan, Atlanta, Georgia area. Any accumulation of interest upon the fund so held by the Trustee shall be added to and become a part of the fund and shall be held and disbursed by the Trustee as herein provided. In the event of the expiration or termination of this Lease before the expenditure of the full amount of the insurance fund, any unexpended balance remaining shall inure to and become the property of Lessee. If the Work to be performed in accordance with this Section is at the point of Completion then any excess funds from the insurance proceeds shall be paid to Lessee. The term "Completion" as provided in this section shall have the same meaning as provided in Section 5.5.



Section 17.3. Damage During Last Five Years. In the event all or a substantial portion of the TH Facility is damaged by fire or other casualty during the last five years of the Term, Lessee shall have no obligation to repair or rebuild the TH Facility. In the event Lessee elects not to repair or rebuild the Site as set forth in this Section 17.3, Lessee shall give the City written notice of such election within thirty (30) days of the date of the casualty, the Rent shall be apportioned as of the date of such casualty, and this Lease shall immediately terminate. In such event, the insurance proceeds shall be payable as follows (a) First, to the City in such amounts as are necessary to permit the City to raze the TH Facility on the Site, to level the Land, and to permit the City to cause the Land to comply with all applicable ordinances, rules and regulations; (b) Second, in payment of any indebtedness held by any Registered Mortgagee in order of priority; (c) Third, to the City and Lessee in the same proportion which the value of the City's reversionary interest in the TH Facility bears to the then-current Market Value thereof, as such proportion is established by computations acceptable to Lessee and the City or, failing such acceptance, by Arbitration provisions of this Lease.

Section 17.4. Payment of Insurance Proceeds Pending Default. In no event shall any insurance proceed be paid to Lessee, absent the written agreement of the City, during the pendency of any of default under this Lease.

ARTICLE 18

CONDEMNATION

Section 18.1. Separate Awards. If, during the Term, the Site or any part thereof shall be condemned or taken by any Applicable Governmental Authority or by any corporation, public or private, or by any other body having power of eminent domain, (collectively, "Condemnation") the court in such Condemnation proceeding shall, if not prohibited by law, be requested to make



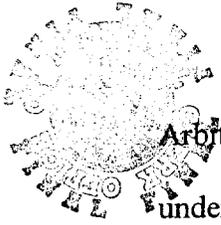
separate awards to the City and Lessee, and the City and Lessee agree to request such action by the court. This paragraph shall be construed as superseding any statutory provisions now in force or hereafter enacted concerning Condemnation proceedings to the extent permitted by law. If such court is prohibited by law from making separate awards to the City and Lessee or declines to do so, the award in such Condemnation proceeding shall be paid to the parties as provided in Section 18.5.

Section 18.2. Total Taking. If the Site is taken by Condemnation, then the taking shall be deemed to be a total taking ("Total Taking") and this Lease shall terminate upon the entry of the final decree of the Total Taking. The Rent shall be apportioned as of the date of termination.

Section 18.3. Partial Taking of Substantial Portion of Site. If less than a Total Taking shall occur, Lessee shall, within thirty days from receipt of official notice of the Condemnation, provide the City with a certificate from an authorized signatory of the Lessee stating that the Lessee has determined that the remainder of the Site after such partial taking ("Partial Taking")

- (i) will be substantially below the standard and level of quality and income production existing immediately prior to the Partial Taking; and
- (ii) will be substantially unusable by Lessee thereafter; and
- (iii) Lessee desires that the Partial Taking be deemed a Total Taking; and
- (iv) Lessee desires that the Term end on the date of the transfer of title to the condemning authority of the portion of the Site designated for Condemnation.

Within thirty (30) days after the City's receipt of the Lessee's certificate, the City shall notify Lessee in writing as to whether the City agrees that the remaining portion of the Site constitutes a Partial Taking or a Total Taking. If the City agrees with Lessee's determination, then such taking shall be deemed a Total Taking, and the provisions of Section 18.2 shall apply. If the City does not agree with Lessee's determination, then the determination as to whether the condemnation constitutes a Total Taking or a Partial Taking shall be determined pursuant to the



Arbitration provisions hereof. In the event that the Taking is determined to be a Partial Taking under any circumstance hereunder, then the Taking shall be governed by the provisions of Section 18.3.

All determinations under this section shall be without prejudice to the rights of either party to receive compensation from the condemning authority for any loss or damage arising from the Condemnation.

Section 18.4. Partial Taking.

(a) If during the Term a Partial Taking occurs, this Lease shall remain in full force and effect according to its terms. The City and Lessee shall seek separate awards, or in the event separate awards cannot be obtained, any award made for the interest of the City and Lessee shall be apportioned as provided for in Section 18.5.

(b) If, as a result of a Partial Taking, any part of the Site is rendered permanently unsuitable for Lessee's use and occupancy, the Base Rent shall be reduced in proportion to the reduction in value of the Site resulting from the Condemnation. If, as a result of the Condemnation, any part of the Site is rendered temporarily unsuitable for Lessee's use and occupancy, the Base Rent shall be abated in proportion to the reduction in value of the Site resulting from the Condemnation, until full usability of the Site is restored. In the event that the City and Lessee are unable to agree upon the amount of such rental reduction or abatement, this matter shall be resolved pursuant to the Arbitration provisions hereof.

(c) In the event this Lease is not terminated as provided in Section 18.3, Lessee shall make repairs to the TH Facility in accordance with the procedures and requirements for the Repair Plans and construction as provided in Section 17.2. The restoration and repair shall improve the Site to the standard so that it is adequate to permit Lessee to carry on its business to



substantially the same extent and with substantially the same efficiency as before the
Condemnation.

Section 18.5. Division of Award.

(a) If, in the event Lessee terminates this Lease as provided in Section 18.3 and the court in such Condemnation proceeding declines to make or is prohibited from making the separate awards requested as provided in section 18.1, then the award made for the interest of both the City and Lessee shall be divided between the City and Lessee on a pro rata basis as follows:

(i) The following values shall be determined as of the time of Condemnation by agreement of the parties or by Arbitration:

(x) The value of the Land excluding the value of the TH Facility and all other improvements. In determining the value of the Land, the Rent payable hereunder by Lessee had there been no Condemnation and the fact that any buildings or the TH Facility would belong to the City upon the expiration) of the Term shall be taken into consideration and added to the value of the Land.

(y) The value of any improvements placed on the Land by Lessee at Lessee's expense. In determining the value of the improvements, the obligation of Lessee to pay Rent had there been no Condemnation and the fact that such improvements would belong to the City upon the expiration of the Term shall be taken into consideration and subtracted from the value of the improvements.

(ii) The City shall receive that percentage of the total award which the value of the Land as determined in subparagraph (x) above bears to the sum of the values of the Land and the improvements as determined in subparagraph (x) and (y) above.

(iii) Any Registered Mortgagee shall be paid from the amounts allocable to the Lessee and without diminishment to the payment to the City, in the order of their priorities, to the extent such award is sufficient therefor; and after such payment, if any, the remainder of such award (after the making of the payments referred to above) shall be paid to Lessee.

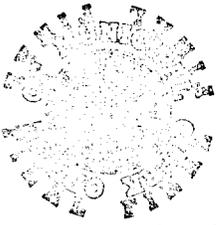
(b) If, in the event of a Partial Taking, and Lessee does not terminate this Lease, as provided in Section 18.3, and the court in such condemnation proceeding



declines to make or is prohibited from making the separate awards requested as provided in Section 18.1, then the award made for the interest of both the City and Lessee shall be divided between the City and Lessee on a pro rata basis as follows:

- (i) The following amounts shall be determined by agreement of the parties or by Arbitration:
 - (x) The difference between the value of the Land immediately prior to such Condemnation and the value of the residue of the Land remaining after such Condemnation, in each instance excluding the value of determining the difference, the abatement of Rent otherwise payable by Lessee as herein provided, and the loss of the City's right to any improvements so condemned upon the expiration of the Term, shall be taken into consideration and added to the value of the Land prior to such taking.
 - (y) The difference between the value of the improvements placed on the Land by Lessee immediately prior to such Condemnation and the value of the residue of the improvements after such condemnation. In determining this difference, the abatement of Rent, if any, otherwise payable by Lessee hereunder, and the City's right to any such improvements so condemned upon the expiration of the Term, shall be taken into consideration and subtracted from such value of the improvements.
- (ii) The City shall receive that percentage of the total award which the amount determined under subparagraph (x) above bears to the sum of the amounts determined under subparagraph (x) and (y) above.
- (iii) Any Registered Mortgagee of Lessee shall be paid to the extent required by the instruments evidencing or perfecting such security interest or lien and to the extent such award is sufficient therefor without diminishment to the amounts payable to the City and without waiver of the requirements of Section 18.2 as to the requirements to qualify as a Registered Mortgagee. After such payment the remainder of such award shall be paid to Lessee.

Section 18.6. Negotiated Sale. For the purpose of this Article, a "Taking", "Condemnation" or a "Taking by Condemnation" shall include a negotiated sale or lease and transfer of possession to a condemning authority under bona fide threat of Condemnation for public use.



Section 18.7. The City as Condemning Authority. Lessee acknowledges and recognizes that the City may be a condemning authority with respect to the Site and any improvements located thereon. Further, Lessee acknowledges and agrees that the City may serve in both capacities as a lessor under this Ground Lease and as a condemning authority. The provisions of this section shall not, however, relieve the City of its obligations to act pursuant to applicable law in conducting any condemnation affecting the Site or improvements located thereon.

ARTICLE 19

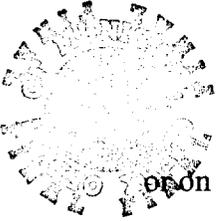
OBLIGATIONS OF CONTRACTOR

All construction contractors providing any services in the development and construction of improvements on the Site shall agree to be bound by the following terms and conditions and the Lessee shall cause such contractor to deliver to the City, prior to commencement of work, its agreement to be bound by and to comply with these provisions.

(a) The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded, demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the non-discrimination clause.



(b) The Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, or national origin.

(c) The Contractor shall send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union of workers' representative of the Contractor's commitments under this Agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Bureau of Apprenticeship and Training.

(d) The Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to this Agreement and shall permit access to the books, records and accounts during the normal business hours of the Contractor by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

(e) The Contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate this Agreement and, in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.



(f) The Contractor and his subcontractor, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City of Atlanta. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.

(g) The Contractor shall include the provisions of paragraphs (a)

(h) A finding as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(i) Withholding from the contractor in violation all future payments under the involved public contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(ii) Refusal of all future bids for any public contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all the provisions of the program as provided in this Article;

(iii) Cancellation of the public contract;

(iv) In a case in which there is substantial material violation, or the threat of substantial or material violation of the compliance procedure herein, set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who



prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

ARTICLE 20

NOTICES

All notices under this Ground Lease shall be in writing and shall be delivered to the following addresses unless a change of address delivered to the other party. All notices shall be delivered by the following manner: (i) personal delivery; (ii) Federal Express, UPS or other nationally known courier service; or (iii) United States Mail certified mail return receipt requested. Notices shall be effective as follows as to the manner of delivery set forth above: (i) on the date of such delivery; (ii) one day after depositing the notice in the qualifying courier service; and (iii) three days after depositing in the United States Mail in the manner described.

Copies of notices by either party shall also be sent simultaneously to CHNDC and Progressive

To the Lessee:

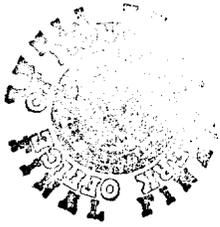
Downtown Development Authority of The City of Atlanta
86 Prior Street
Suite 300
Atlanta, Georgia 30303

To the City:

Department of Planning, Development & Neighborhood Conservation
55 Trinity Avenue
Suite 1450
Atlanta, Georgia 30335

To CHNDC:

Capitol Hill Neighborhood Development Corporation
201 Washington Street
Atlanta, Georgia 30302



To Progressive:
Progressive Hope Home, Inc.
87 Walton Street
10th Floor
Atlanta, Georgia 30303

ARTICLE 21

USE

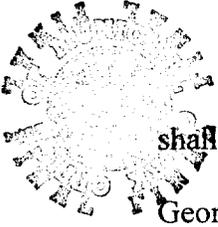
The Site shall not be used for any purpose other than a transitional housing facility, or other residential facility operated for and leased to Low and Moderate Income Occupants. The term Low and Moderate Income Occupants shall have the meaning given to them under the then current rules and regulations of The U.S. Department of Housing and Urban Development.

ARTICLE 22

ARBITRATION

If the parties are unable to agree on any matter, which, in accordance with the terms of this Ground Lease, is to be settled by arbitration, then the arbitration proceeding shall be conducted in the following

A. A party shall notify the other in writing of the exact matter in dispute and of the name of the arbitrator appointed by the party giving such notice. Within ten (10) days after receipt of such notice, the party so receiving it shall, in writing, notify the other party of an arbitrator appointed by it. Within thirty (30) days after the appointment of the second arbitrator, the arbitrators so appointed shall determine the matter in dispute, or failing so to do shall jointly appoint a third arbitrator. If the two arbitrators are unable to determine the matter in dispute or agree upon a third arbitrator within thirty (30) days after the appointment of the second arbitrator, then both parties or either of them shall immediately, by written request to the Atlanta Real Estate Board, or its successor, and if the Atlanta Real Estate Board or any successor thereof



shall cease to exist, then by written request to any judge of Fulton Superior Court, Atlanta, Georgia, request the appointment of an arbitrator who is qualified to serve as a third arbitrator.

The person appointed shall act as the third arbitrator. If at any time in the foregoing process either party shall fail or refuse to appoint an arbitrator within the time provided, then the other party shall request the Atlanta Real Estate Board or its successor or any Judge of Fulton Superior Court, as the case may be, to appoint an arbitrator for the party, and any arbitrator appointed shall be considered as having been appointed by the party failing or refusing to appoint an arbitrator.

B. After a third arbitrator has been appointed as provided above, the arbitrators shall hold meetings as any party may reasonably request and at the meetings, hear and consider any evidence which a party desires to present. Within thirty (30) days after the appointment of the third arbitrator, the arbitrators shall make their determination.

C. All arbitrators appointed under this Lease shall be members of the American Arbitration Association unless required to be an MAI appraiser as provided in Section 21.2. No arbitrator shall have any interest in either of the parties hereto.

D. The party requesting arbitration shall give each Registered Mortgagee prompt notice of any arbitration or legal proceedings. Each Registered Mortgagee shall have the right to intervene in the proceedings and be made a party to the proceedings, and the City and Lessee do hereby consent to the intervention. In the event that any Registered Mortgagee shall not elect to intervene or become a party to any of the proceedings, the City shall give the Registered Mortgagee notice of, and a copy of any award or decision made in any of the proceedings, which shall be binding on all Registered Mortgagees not intervening after receipt of notice of arbitration. In the event Lessee shall fail to appoint an arbitrator after notice from the



City, as provided in Section _____, a Registered Mortgagee (in order of seniority if there be more than one) shall have an additional period of ten (10) days, after notice by the City that Lessee has failed to appoint an arbitrator, to make such appointment, and the arbitrator appointed shall thereupon be recognized in all respects as if he had been appointed by the Lessee.

E. All determinations made by the arbitrators shall be in writing and signed by at least two arbitrators. The written determinations shall be in all respects final and no party shall have any right to appeal therefrom to the courts or otherwise.

F. Each party shall pay the fees and expenses of the arbitrator appointed by it. The fees and expenses of the third arbitrator shall be divided equally between the City and Lessee.

ARTICLE 23

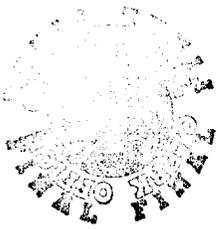
NET, NET, NET LEASE

This Lease shall be deemed and construed to be a “net, net, net lease” and, except as otherwise expressly provided, the City shall receive all rent and additional rent and all other payments hereunder to be made by Lessee free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature.

ARTICLE 24

ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.



ARTICLE 25

SUCCESSORS AND ASSIGNS

The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of the City and Lessee and their respective heirs, successors, approved sublessees and assigns, except as otherwise provided herein.

ARTICLE 26

RECORDING OF LEASE

The City and Lessee agree to execute this Lease with the requisite formalities under Georgia law for the purpose of recording in the deed records of the Clerk of the Superior Court of Fulton County, Georgia, for the purpose of giving notice of the existence of this Lease and the rights of the parties hereto.

ARTICLE 27

MISCELLANEOUS

Section 27.1. Real Estate Commission. The City shall not be obligated to pay any real estate commission or broker's fees of any nature by reason of this Lease. The City and Lessee each agree to indemnify and hold the other harmless from any claim for real estate commission, broker's fee or similar charge by reason of this Lease made by, through or under the indemnifying party.

Section 27.2. Costs and Expenses for Modification. In the event this Lease is modified at the request of and for the benefit of Lessee, all costs, expenses and charges incident to such modification, including without limitation reasonable counsel fees actually incurred by the City with respect thereto, shall be paid by Lessee.



Section 27.3. Estate for Years. This Lease shall create the relationship of Lessee and the City with respect to the Site and shall create an estate for years and not a usufruct.

Section 27.4. Time of Essence. Time is of the essence of this agreement.

ARTICLE 28

SEVERABILITY PROVISION

Should any term, condition or provision hereof be deemed or declared invalid or unenforceable by reason of any nature whatsoever, by court decree or otherwise, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remaining terms, conditions and provisions hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals as of the day and year first above written.

IN WITNESS WHEREOF, the names and the seal of the City and the Lessee have been set forth as of the date first written above.

[signatures commence on next page]



CITY OF ATLANTA

Signed, sealed and delivered
in the presence of:

MAYOR

Witness

ATTEST:

Notary Public

CLERK OF COUNCIL (SEAL)

My Commission expires:

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF ATLANTA**

[Notarial Seal]

Signed, sealed and delivered
in the presence of:

BY: _____
TITLE

Witness

ATTEST:

Notary Public

ASSISTANT SECRETARY (SEAL)

My Commission expires:

[Notarial Seal]



EXHIBIT A

LEGAL DESCRIPTION OF SITE

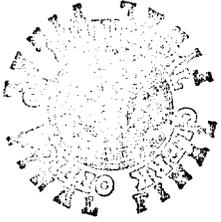


EXHIBIT B

COPY OF ORDINANCE

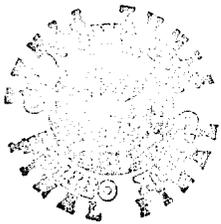


EXHIBIT C

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made as of _____, 2001 between the **DOWNTOWN DEVELOPMENT AUTHORITY** of the City of Atlanta, Georgia, an authority created and existing under the laws of the State of Georgia (the "Authority") as sublessor, and **CAPITOL HILL NEIGHBORHOOD DEVELOPMENT CORPORATION**, a Georgia nonprofit corporation ("CHNDC"), as sublessee.

BACKGROUND

The Authority is the lessee under that certain Ground Lease Agreement (the "Prime Lease") of even date herewith from the City of Atlanta, Georgia ("City") as lessor, a copy of which Prime Lease is attached hereto as Exhibit A and incorporated herein in full by this reference. The terms defined in the Prime Lease shall, when used herein, have the meaning given to them in the Prime Lease.

By this Sublease, the Authority is subleasing to CHNDC its entire interest under the Prime Lease. Then, simultaneously herewith, CHNDC will enter into the Sub-Sublease as sub-sublessor with Progressive as sub-sublessee, whereby CHNDC will sub-sublease its entire interest under the Sublease. It is the intent of the parties by the Sublease and Sub-Sublease to put Progressive in substantially the same position as if it were the lessee under the Prime Lease, subject to the rights of CHNDC.

Progressive will then develop, construct and operate the TH Facility as provided in the Prime Lease.

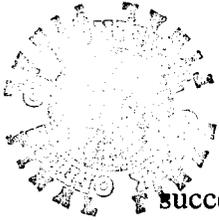


AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and CHNDC hereby agrees as follows:

1. The Authority hereby subleases to CHNDC its entire interest under the Prime Lease. CHNDC acknowledges the terms and provisions of the Prime Lease and agrees to observe and perform the same.
2. Authority acknowledges the terms and provisions of the Sub-Sublease and agrees that CHNDC shall enter into the Sub-Sublease with Progressive.
3. Upon the execution and delivery of the Prime Lease, Sublease and Sub-Sublease, neither the Authority nor CHNDC shall have any substantive obligation or liability under said documents; instead, the Authority and CHNDC shall be conduits between the City and Progressive, with their only obligations being to cooperate and assist in the enforcement of the parties' respective rights and duties. The parties agree that performance may occur directly between Progressive and the City.
4. The Authority shall not cause or permit a default under or termination of the Prime Lease, subject to CHNDC's and Progressive's performance of their respective duties under the Lease, Sublease, and Sub-Sublease.
5. Notices shall be given as provided in the Prime Lease (including simultaneous copies to the City and Progressive), with CHNDC's address being as follows:

Capitol Hill Neighborhood Development Corporation
201 Washington Street
Atlanta, Georgia 30302



6. This Sublease shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement under seal as of the day and year set forth above.

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF ATLANTA, GEORGIA**

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission expires:

[Notarial Seal]

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[CORPORATE SEAL]

**CAPITOL HILL NEIGHBORHOOD
DEVELOPMENT CORPORATION**

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission expires:

[Notarial Seal]

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[CORPORATE SEAL]



**EXHIBIT A
TO
SUBLEASE AGREEMENT**

Copy of Prime Lease



EXHIBIT D

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT ("Sub-Sublease") is made as of _____, 2001 between **CAPITOL HILL NEIGHBORHOOD DEVELOPMENT CORPORATION**, a Georgia nonprofit corporation ("CHNDC") as sub-lessor, and **PROGRESSIVE HOPE HOUSE, INC.** a Georgia nonprofit corporation ("Progressive"), as sub-sublessee.

BACKGROUND

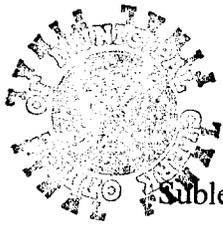
Attached hereto as Exhibit A and incorporated herein in full by this reference is a Ground Lease Agreement ("Prime Lease") of even date herewith from the City as lessor to the Authority as lessee. The terms defined in the Prime Lease shall, when used herein, have the meaning given to them in the Prime Lease (except the "Lessee" therein is referred to herein as the "Authority").

By the Sublease, the Authority has subleased to CHNDC its entire interest under the Prime Lease. By the Sub-Sublease, CHNDC is sub-subleasing to Progressive its entire interest under the Sublease. It is the intent of the parties by the Sublease and Sub-Sublease to put Progressive in substantially the same position as if it were the lessee under the Prime Lease.

Progressive will then develop, construct and operate the TH Facility as provided in the Prime Lease.

AGREEMENT

NOW, THEREFORE in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHNDC and Progressive hereby agree as follows:



1. CHNDC hereby sub-leases to Progressive its entire interest under the Sublease. Progressive acknowledges the terms and provisions of the Sublease (including the Prime Lease attached thereto) and agrees to observe and perform the same.

2. Upon the execution and delivery of the Prime Lease, Sublease and Sub-Sublease, neither the Authority nor CHNDC shall have any substantive obligation or liability under said documents; instead, the Authority and CHNDC shall be conduits between the City and Progressive, with their only obligations being to cooperate and assist in the enforcement of the parties' respective rights and duties. The parties agree that performance may occur directly between Progressive and the City.

3. Notwithstanding the foregoing, as between CHNDC and Progressive:

(a) Progressive shall not submit any plans to the City without having submitted them to CHNDC at least fifteen (15) days previously. CHNDC shall have the right to approve such plans, which approval shall not be unreasonably withheld or delayed. A failure to respond with any time period shall be deemed an approval. If CHNDC does not approve, it shall specify the grounds therefor and the changes requested. Progressive shall thereupon re-submit the revised plans, and CHNDC shall have eight (8) days to approve them. Failing agreement, the parties shall resort to arbitration as provided in the Prime Lease.

(b) The Prime Lease provides that the Site may not be vacated or abandoned and that it may not be used for any use by a permitted use, but it does not contain an affirmative covenant to operate. Progressive hereby affirmatively covenants to CHNDC that it will operate the Site for a permitted use. A failure to operate shall not be deemed to have occurred until Progressive has not used at least some part thereof for sixty (60) days (and such non-use not being due to renovation or to repair or reconstruction following casualty or condemnation). If



Progressive so fails to use the Site, and such failure continues for an additional sixty (60) days after notice by CHNDC to Progressive, CHNDC may terminate this Sub-Sublease.

(c) The default provisions in the Prime Lease give the Authority as lessee certain periods of time to correct any failures. If Progressive does not correct any failure so as to avoid default at least twenty (20) days prior to the expiration of the relevant time period, CHNDC may terminate this Sub-Sublease and correct the failures itself. Any Leasehold Mortgages exclusively Progressive's sub-sub leasehold estate shall thereupon encounter on a non-recourse basis CHNDC's sub leasehold estate.

4. CHNDC shall not cause or permit a default under or termination of the Sublease, subject to Progressive's performance of its duties under this Sub-Sublease.

5. Notices shall be given as provided in the Prime Lease (including simultaneous copies To the City and the Authority), with Progressive's address being as follows:

Progressive Hope House, Inc.
87 Walton Street
Atlanta, Georgia 30303

6. This Sub-Sublease shall be binding upon the parties hereto and their respective successors and assigns.

[signatures commence on next page]



IN WITNESS WHEREOF, the parties have executed this agreement under seal as of the _____ day and year set forth above.

CAPITOL HILL NEIGHBORHOOD DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of:

By: _____
Name: _____
Title: _____

Witness

Attest: _____
Name: _____
Title: _____

Notary Public

My Commission expires:

[CORPORATE SEAL]

[Notarial Seal]

PROGRESSIVE HOPE HOUSE, INC.

Signed, sealed and delivered in the presence of:

By: _____
Name: _____
Title: _____

Witness

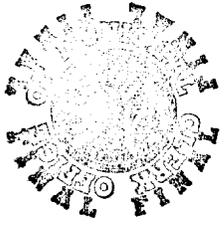
Attest: _____
Name: _____
Title: _____

Notary Public

My Commission expires:

[CORPORATE SEAL]

[Notarial Seal]



**EXHIBIT A
TO
SUB-SUBLEASE**

Copy of Prime Lease

RCS# 3096
9/04/01
4:29 PM

Atlanta City Council

Regular Session

01-R-1133 30 yr. lease agree. with DDA to constru,
operate a transitional housing facility
ADOPT AS AMEND

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Unanimous

Y McCarty	Y Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	Y Morris	Y Maddox	Y Alexander
Y Winslow	Y Muller	Y Boazman	NV Pitts

01-R-1133

(Do Not Write Above This Line)

A RESOLUTION BY COUNCILMEMBER DEBI STARNES

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THIRTY (30) YEAR LEASE AGREEMENT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) CONVEYING TO THE DDA A LEASEHOLD INTEREST IN A VACANT PARCEL OF LAND OWNED BY THE CITY OF ATLANTA LOCATED AT THE SOUTHWEST CORNER OF MEMORIAL DRIVE AND PRYOR STREET FOR THE PURPOSE OF DESIGNING, CONSTRUCTING AND OPERATING A TRANSITIONAL HOUSING FACILITY AND FOR OTHER PURPOSES.

As Amended

ADOPTED BY SEP 04 2001

COUNCIL

- CONSENT REFER
REGULAR REPORT REFER
ADVERTISE & REFER
1st ADOPT 2nd READ & REFER
PERSONAL PAPER REFER

Date Referred 7/16/01
Referred To: Finance/Exec
Date Referred
Referred To:
Date Referred
Referred To:

First Reading

Committee
Date
Chair
Referred to

Committee FIN
Date 8-1-01
Chair
Action:
Members
Refer To

Committee FIN
Date 8-15-01
Chair
Action:
Members
Refer To

FINAL COUNCIL ACTION
2nd
1st & 2nd
3rd
Consent
V Vote
RC Vote

CERTIFIED

CERTIFIED SEP 4 2001
COUNCIL PRESIDENT PROTEM

CERTIFIED SEP 04 2001

DEPUTY MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED SEP 11 2001
MAYOR