

In the opinion of King & Spalding LLP, Bond Counsel, under existing statutes, rulings and court decisions, and under applicable regulations, and assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Bonds is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the opinion of Bond Counsel, interest on the Bonds is exempt from present State of Georgia income taxation under existing statutes as described herein. See "TAX EXEMPTION."

\$32,680,000

**JOINT DEVELOPMENT AUTHORITY OF DEKALB COUNTY,
NEWTON COUNTY AND GWINNETT COUNTY
Revenue Bonds
(GGC Student Center, LLC Project)
Series 2009**

Dated: Date of Issuance

Due: July 1, as shown on inside front cover

The proceeds of the Joint Development Authority of DeKalb County, Newton County and Gwinnett County Revenue Bonds (GGC Student Center, LLC Project) Series 2009 (the "Bonds") will be loaned by the Joint Development Authority of DeKalb County, Newton County and Gwinnett County (the "Issuer") to GGC Student Center, LLC (the "Borrower"), a Georgia limited liability company whose sole member is Georgia Gwinnett College Foundation, Inc., a Georgia nonprofit corporation (the "Company") pursuant to a Loan Agreement dated as of August 1, 2009 (the "Loan Agreement") and will be used by the Borrower for the purpose of (i) financing the cost of acquiring, constructing and equipping of a student center and related amenities to be located in the center of the College's campus leased by the Borrower from the Board of Regents of the University System of Georgia (the "Project"), (ii) funding capitalized interest on the Bonds, (iii) funding a debt service reserve fund and (iv) paying all or a portion of the costs of issuing the Bonds. See "THE PROJECT" herein. Under the terms of the Loan Agreement, the Borrower will pay the Issuer amounts sufficient to enable the Issuer to pay the principal of, redemption premium, if any, and interest on the Bonds. The Borrower's obligation to repay the loan made by the Issuer will be evidenced by a promissory note (the "Promissory Note") delivered by the Borrower to the Issuer. The obligations of the Borrower under the Loan Agreement will be secured by a Leasehold Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases dated as of August 1, 2009 (the "Security Deed") and an Assignment of Contract Documents dated as of August 1, 2009 (the "Assignment of Contract Documents") each from the Borrower in favor of the Issuer.

The Bonds will be issued pursuant to a Trust Indenture dated as of August 1, 2009 (the "Indenture") between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are limited obligations of the Issuer payable from the "Trust Estate," which includes all rights, title and interest of the Issuer in the Loan Agreement, the Promissory Note, the Security Deed and the Assignment of Contract Documents, including all payments thereunder and all amounts on deposit from time to time in the funds created under the Indenture. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" herein.

The Bonds are not a debt, liability or general obligation of the State of Georgia, DeKalb County, Georgia, Newton County, Georgia, Gwinnett County, Georgia, the Board of Regents of the University System of Georgia or of any municipal corporation or political subdivision of the State of Georgia, and neither the faith and credit nor the taxing power of the State of Georgia or any municipal corporation or political subdivision thereof is pledged to the payment of the principal of, redemption premium, if any, or interest on the Bonds. The Bonds are not general obligations of the Issuer, but are limited obligations of the Issuer payable solely from the Trust Estate. The Issuer has no taxing power.

The Bonds will only be issued in book-entry form registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). Payment of the principal of, premium, if any, and interest on the Bonds will be made by the Trustee directly to Cede & Co., as nominee for DTC, as registered owner of the Bonds, and will be subsequently disbursed by Cede & Co. to DTC Participants and thereafter to Beneficial Owners of the Bonds, all as further described herein. See "DESCRIPTION OF THE BONDS – Book-Entry System of Registration" herein. Interest on the Bonds will be payable semiannually on each January 1 and July 1, commencing January 1, 2010. See "DESCRIPTION OF THE BONDS " herein.

The Bonds are subject to optional, extraordinary and mandatory redemption prior to maturity as described herein. See "DESCRIPTION OF THE BONDS – Redemption Provisions" herein.

THIS COVER PAGE CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF THE SECURITY FOR OR TERMS OF THE BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

The Bonds are offered when, as and if issued and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice, and to approval of the legality of the Bonds and certain other matters by King & Spalding LLP, Atlanta, Georgia, Bond Counsel. Certain legal matters will be passed upon for the Issuer by its counsel Mahaffey Pickens Tucker LLP, Lawrenceville, Georgia; for the Borrower by its counsel Andersen, Tate & Carr, P.C., Lawrenceville, Georgia and for the Borrower by its special counsel Strickland Brockington Lewis LLP, Atlanta, Georgia; and for the Underwriter by its counsel McKenna Long & Aldridge LLP, Atlanta, Georgia. Becker Capital & Finance, New York, New York, serves as structuring agent to the Borrower. The Bonds are expected to be available for delivery to DTC or its agent on or about August 20, 2009.

Citi

\$32,680,000
Joint Development Authority of DeKalb County,
Newton County and Gwinnett County
Revenue Bonds
(GGC Student Center, LLC Project)
Series 2009

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND YIELDS

<u>Maturity</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Maturity</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
2012	\$ 10,000	3.00%	2.15%	2017	\$ 160,000	4.000%	3.93%
2013	10,000	3.50	2.50	2018	210,000	4.000	4.15
2014	15,000	3.50	3.00	2019	270,000	4.250	4.35
2015	60,000	4.00	3.30	2040	4,525,000	5.625	5.89
2016	105,000	4.00	3.65				

\$2,400,000 5.00% Term Bond due July 1, 2024, Priced to Yield: 5.06%
\$4,670,000 5.25% Term Bond due July 1, 2029, Priced to Yield: 5.40%
\$7,875,000 5.50% Term Bond due July 1, 2034, Priced to Yield: 5.75%
\$12,370,000 5.625% Term Bond due July 1, 2039, Priced to Yield: 5.84%

No dealer, broker or other person has been authorized to give any information or to make any representation other than as contained in this Official Statement in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Information contained herein has been obtained from sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. Expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Borrower, the College or the Issuer or the other matters described herein since the date hereof or the earlier dates set forth herein as of which certain information contained herein is given.

The Bonds have not been registered under the Securities Act of 1933, as amended, and the Indenture has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance on exemptions contained in such Acts.

In making an investment decision, investors must rely on their own examination of the Borrower, the College, the Issuer, the Board of Regents of the University System of Georgia and the State of Georgia and the terms of the offering, including the merits and risks involved. The Bonds have not been recommended by any federal or state securities commission or regulatory Issuer. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Official statement. Any representation to the contrary is a criminal offense. Neither the delivery of this Official Statement nor the sale of any of the Bonds implies that the information herein is correct as of any time subsequent to the date hereof.

No registration statement relating to the Bonds has been filed with the Securities and Exchange Commission (the "SEC") or with any state securities agency. The Bonds have not been approved or disapproved by the SEC or any state securities agency, nor has the SEC or any state securities agency passed upon the accuracy or adequacy of this Official Statement. Any representation to the contrary is a criminal offense.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

\$32,680,000

**Joint Development Authority of DeKalb County,
Newton County and Gwinnett County
Revenue Bonds
(GGC Student Center, LLC Project)
Series 2009**

INTRODUCTION

General

This Official Statement, including the cover page and Appendices, is furnished in connection with the offering of \$32,680,000 in aggregate principal amount of Joint Development Authority of DeKalb County, Newton County and Gwinnett County Revenue Bonds (GGC Student Center, LLC Project) Series 2009 (the "Bonds"). Capitalized terms used in this Official Statement and not otherwise defined herein are defined in Appendix A – "SUMMARY OF CERTAIN DOCUMENTS AND DEFINITIONS OF CERTAIN TERMS."

This Introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, more complete and detailed information contained in the entire Official Statement, including the cover page and the Appendices, and the documents summarized or described herein. Investors should fully review the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the Appendices hereto. No person is authorized to detach this Introduction from the Official Statement or otherwise to use it without the entire Official Statement, including the Appendices hereto.

The Issuer

The Joint Development Authority of DeKalb County, Newton County and Gwinnett County (the "Issuer") is a public body corporate and politic of the State of Georgia (the "State") duly created and validly existing pursuant to the Development Authorities Law, Section 36-62-1 *et seq.*, as amended, Official Code of Georgia Annotated (the "Act"), and resolutions adopted by the Board of Commissioners of DeKalb County, Georgia, the Board of Commissioners of Newton County, Georgia and the Board of Commissioners of Gwinnett County, Georgia. See "THE ISSUER" herein.

The Borrower

GGC Student Center, LLC (the "Borrower") is a limited liability company organized and existing under the laws of the State which has Georgia Gwinnett College Foundation, Inc. (the "Company") as its sole member. The Company is a nonprofit corporation organized and existing under the laws of the State which is recognized by the Internal Revenue Service as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Borrower's purposes include furthering the interests of the College. See "THE BORROWER" herein.

The College

Georgia Gwinnett College (the "College") is a unit of the University System of Georgia and was chartered in 2005 as a four-year unit of the University System of Georgia, the first new four-year public

college created in the nation in the 21st century and the first new four year public college created in Georgia in more than 100 years. Classes at the College began in August 2006 with an initial student enrollment of 120 juniors. As of the fall of 2008, the College served approximately 1,600 students and had 120 full-time faculty. The College currently offers four baccalaureate degree programs: business administration, biology, information technology and psychology. The College's campus is located in Lawrenceville, Georgia on an approximately 250-acre tract of land. See "THE COLLEGE" herein.

The Bonds

The Bonds will be issued pursuant to a Trust Indenture dated as of August 1, 2009 (the "Indenture") between the Issuer and U.S. Bank National Association, Atlanta, Georgia, as trustee (the "Trustee"). The Bonds are limited obligations of the Issuer payable from the "Trust Estate," which includes all rights, title and interest of the Issuer in the Loan Agreement, the Promissory Note, the Security Deed and the Assignment of Contract Documents, including all payments thereunder and all amounts on deposit from time to time in the funds created under the Indenture. See "DESCRIPTION OF THE BONDS" and "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS" herein.

Purpose of the Bonds

The proceeds of the Bonds will be loaned by the Issuer to the Borrower pursuant to a Loan Agreement dated as of August 1, 2009 (the "Loan Agreement") and will be used by the Borrower for the purpose of (i) financing the cost of acquiring, constructing and equipping of a student center consisting of approximately 79,200 square feet and related amenities to be located in the center of the College's campus leased by the Borrower from the Board of Regents of the University System of Georgia (the "Project"), (ii) funding capitalized interest on the Bonds, (iii) funding a debt service reserve fund and (iv) paying all or a portion of the costs of issuing the Bonds. See "THE PROJECT" herein. Under the terms of the Loan Agreement, the Borrower will pay the Issuer amounts sufficient to enable the Issuer to pay the principal of, redemption premium, if any, and interest on the Bonds. The Borrower's obligation to repay the loan made by the Issuer will be evidenced by a promissory note (the "Promissory Note") delivered by the Borrower to the Issuer.

Ground Lease and the Rental Agreement

Pursuant to a ground lease, the Borrower will lease the sites on which the Project will be located from the Board of Regents of the University System of Georgia (the "Board of Regents"). Contemporaneously with the issuance of the Bonds and pursuant to a rental agreement, the Board of Regents will lease the Project from the Borrower. The Borrower expects that the rental payments paid by the Board of Regents to the Borrower pursuant to such rental agreement, together with capitalized interest funded with the proceeds of the Bonds and interest earnings on the debt service reserve fund, will be sufficient to pay debt service on the Bonds. However, the Board of Regents has the right, in its sole discretion, to renew or extend the rental agreement on a year to year basis at the end of the then current term. See "GROUND LEASE" and "RENTAL AGREEMENT" herein.

Continuing Disclosure Undertaking

The Borrower has covenanted for the benefit of the owners of the Bonds in a Continuing Disclosure Certificate (the "Disclosure Certificate") to provide (a) certain financial information and operating data relating to the Borrower (the "Operating and Financial Data") annually to each nationally recognized municipal securities information repository ("NRMSIR"), and (b) notices of the occurrence of certain events, if deemed by the Borrower to be material (the "Material Events Notices"), to each NRMSIR or the Municipal Securities Rulemaking Board ("MSRB") and to the SID, if any. As of July 1, 2009, the NRMSIR designated by the Securities and Exchange Commission is MSRB under its Electronic

Municipal Market Access (EMMA) system at <http://emma.msrb.org/>. The Borrower's undertaking to provide Operating and Financial Data and Material Events Notices pursuant to the Disclosure Certificate is described in Appendix E. The covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

This Official Statement and the Appendices hereto contain brief descriptions of, among other matters, the Issuer, the Borrower, the College, the Bonds and the security and sources of payment for the Bonds. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Indenture, the Loan Agreement, the Ground Lease, the Rental Agreement and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and references herein to the Bonds are qualified in their entirety by reference to the form thereof included in the Indenture. Copies of the Indenture, the Loan Agreement, the Ground Lease, the Rental Agreement and other documents and information are available, upon request and upon payment to the Borrower of a charge for copying, mailing and handling, from GGC Student Center, LLC, c/o Georgia Gwinnett College Foundation, Inc., Attention: Gordon Harrison, 1000 University Center Lane, Office B3400, Lawrenceville, Georgia 30043. During the period of the offering of the Bonds, copies of such documents are available upon request and upon payment of a charge for copying, mailing and handling from Jessica R. Donnelly, Citigroup Global Markets Inc., One Liberty Place, 1650 Market Street, Philadelphia, Pennsylvania 19103; telephone: (215) 854-6036.

THE ISSUER

The Issuer is a public body corporate and politic and an instrumentality of the State. The Issuer was created pursuant to the Act. The Issuer is authorized and empowered under and pursuant to the provisions of the Act and the Revenue Bond Law, Section 36-82-60 *et seq.*, as amended, Official Code of Georgia Annotated, to issue its revenue bonds to finance revenue-producing facilities, including student housing facilities, parking facilities and other related facilities. The affairs of the Issuer are conducted by seven voting members who are appointed pursuant to the provisions of the Act. The Issuer is authorized to issue its revenue bonds and lend the proceeds of such revenue bonds for the purpose of paying all or part of the cost of any project, including the acquisition, construction, and installation of land, buildings, equipment, and furniture for the essential public purpose of the development of trade, commerce, industry and employment opportunities. A project may be for any use provided that a majority of the members of the Issuer determine that the project and its use are for the public purposes of the Act, and the members of the Issuer have made such a determination with respect to the financing of the acquisition, construction and equipping of the Project.

THE BONDS, INCLUDING INTEREST AND PREMIUM, IF ANY, THEREON, WILL CONSTITUTE LIMITED OBLIGATIONS OF THE ISSUER AND WILL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND WILL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, DEKALB COUNTY, GEORGIA, NEWTON COUNTY, GEORGIA, GWINNETT COUNTY, GEORGIA, THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, THE STATE OF GEORGIA OR ANY OTHER POLITICAL SUBDIVISION THEREOF OR A CHARGE AGAINST THE GENERAL CREDIT OR THE TAXING POWER OF ANY OF THEM. THE ISSUER HAS NO TAXING POWER. THE BONDS AND THE

INTEREST AND PREMIUM, IF ANY, THEREON SHALL BE PAYABLE SOLELY FROM THE TRUST ESTATE.

The Issuer has previously issued bonds for the purpose of financing other projects for other borrowers which are payable from revenues received from such other borrowers. Revenue bonds issued by the Issuer for other borrowers have been, and may be, in default as to principal or interest. The source of payment for other bonds previously issued by the Issuer for other borrowers is separate and distinct from the source of payment for the Bonds, and accordingly, any default by any such other borrower with respect to any of such other bonds is not considered a material fact with respect to the payment of the Bonds.

THE BORROWER

The Borrower

The Borrower is a limited liability company organized in 2008 and existing under the laws of the State which has the Company as its sole member.

The Borrower was formed for the purpose of doing any and all legal things or acts to provide support to teaching, research and public service and outreach programs the College which the trustees of the Company, as the sole member of the Borrower, deem to be in the best interest of the College, including but not limited to, buying and selling and exchanging and otherwise dealing in stocks, bonds, real estate and any other form of property, investing and reinvesting any funds belonging to the Borrower at any time in such securities and properties, real and personal, as the trustees of the Company, as the sole member of the Borrower, in their discretion see fit, and employing or retaining any bank, trust company or financial institution to guide the Borrower in the investment and management of its real and personal property. Initially, the Borrower's primary purpose will be to purchase the site on which a portion of the Project will be located, lease the sites on which a portion of the Project will be located from the Board of Regents pursuant to the Ground Lease, arrange for the acquisition, construction and equipping of the Project and lease back the Project to the Board of Regents for the benefit of the College pursuant to the terms of the Rental Agreement.

The Company

The Company is a nonprofit corporation incorporated in 2006 and organized and existing under the laws of the State which is recognized by the Internal Revenue Service as an exempt organization described under Section 501(c)(3) of the Code.

The Company was formed for the purpose of doing any and all legal things or acts to provide support to the teaching, research and public service and outreach programs of the College which the trustees of the Company deem to be in the best interest of the College, including but not limited to, buying and selling and exchanging and otherwise dealing in stocks, bonds, real estate and any other form of property, investing and reinvesting any funds belonging to the Company at any time in such securities and properties, real and personal, as the trustees of the Company in their discretion see fit, and employing or retaining any bank, trust company or financial institution to guide the Company in the investment and management of its real and personal property.

The business and affairs of the Company are managed by a Board of Trustees consisting of no fewer than 10 nor more than 25 elected members and a maximum of 3 voting, ex-officio members. The remaining trustees of the Board of Trustees annually elect directors to fill any vacancies in the Board of Trustees.

The following are the names and principal occupations of the officers and trustees of the Company.

<u>Name</u>	<u>Office</u>	<u>Occupation</u>
Glenn White	Chairman	President, Atlanta Region, United Community Bank
Gordon Harrison	President	Vice President, Georgia Gwinnett College
Dan Kaufman	Vice Chairman	President, Georgia Gwinnett College
Wayne Shackelford	Secretary-Treasurer	Senior Vice President, Gresham Smith & Partners
David Bowen	Trustee	Bowen Family Homes
Renee Byrd-Lewis	Trustee	Manager, Community Relations, Scientific Atlanta, Inc.
Tommy Hughes	Trustee	Hughes Investment Properties
Wayne Mason	Trustee	President, Madison Ventures, Ltd.
Bartow Morgan	Trustee	Chairman and CEO, The Brand Banking Company
Jose Perez	Trustee	President, Target Market Trends, Inc.
Richard Tucker	Trustee	Managing Partner, Arlington Capital, LLC and Member, Board of Regents of the University System of Georgia
Connie Wiggins	Trustee	Executive Director, Gwinnett Clean & Beautiful, Inc.
Gregory Hayes	Non-Voting Member	CPA, Moore Stephens & Tiller, LLC

THE COLLEGE

Introduction

The College was chartered in 2005 as a four-year unit of the University System of Georgia, the first new four-year public college created in the nation in the 21st century and the first new four year public college created in Georgia in more than 100 years. Classes at the College began in August 2006 with an initial student enrollment of 120 juniors.

As of the fall of 2008, the College enrolled approximately 1,600 undergraduate students and expects to enroll approximately 3,000 undergraduate students during the fall of 2009. The College had 120 full-time instructional faculty members in the fall of 2008, of which approximately 93% held doctoral degrees. The equivalent full-time student to full-time faculty ratio is approximately 20:1. The College's primary mission is to provide access to targeted baccalaureate level degrees that meet the economic development needs of the growing and diverse population of the northeast Atlanta metropolitan region. The College emphasizes the use of technology and active-learning environments to provide its students enhanced learning experiences, practical opportunities to apply knowledge, increased scheduling flexibility and a variety of course delivery options.

The College offers an expanding array of baccalaureate degree programs, including majors in business administration with concentrations in general business, accounting, finance and marketing, biology, psychology and information technology. After receiving full accreditation status from the Southern Association of Colleges and Schools on June 25, 2009, the College began expanding its baccalaureate degree programs to include degrees in education, nursing and radiology, English, math, criminology, political science and exercise science.

The College's campus is located within the city limits of Lawrenceville, Georgia in Gwinnett County, Georgia on approximately 250 acres. The College serves a diverse student body including students from the northeastern suburbs of Atlanta. It includes young adults who enroll as freshmen or undergraduate transfers and a small number of older adults who return or transfer to the College at different stages in their lives for undergraduate study. As of the Fall of 2007, a majority of the enrolled students (70%) at the College were from Gwinnett County. Currently, all of the College's students reside off campus and commute to classes. The majority of the College's undergraduates (approximately 70%) enroll on a full-time basis, and approximately 30% of the students pursue their academic goals on a part-time basis because of job, family and civic responsibilities. The amount of space at the College dedicated to instructional and support functions is approximately 340,000 square feet.

About 85% of the College's annual operating budget is funded from State appropriations. Approximately 15% of the College's total annual operating costs are supported through tuition and fees. The remainder of the operating costs is funded from sponsored operations and other sources. In-state undergraduate tuition and fees are currently approximately \$3,100 per year (2 semesters full-time); out-of-state tuition and fees are currently approximately \$10,300 per year. The College and the Board of Regents have closely monitored the College's tuition increases in relation to the marketplace and the students' ability to pay. The State offers the HOPE Scholarship which is available to any Georgia resident who graduates from high school with a B average and maintains a B average in college. The HOPE Scholarship, which is funded entirely by the Georgia Lottery, provides tuition, mandatory fees and a \$150 per semester book allowance. Beginning in 2007, the State changed its method for calculating high school grade point averages (GPA) for purposes of determining HOPE Scholarship eligibility. This change in the GPA calculation formula for the HOPE Scholarship limits the courses considered in such calculation to core curriculum high school coursework, including English, mathematics, science, social science and foreign language courses, and in the Fall 2007, this GPA calculation change resulted in fewer HOPE Scholarship eligible Freshman in Georgia as compared to the immediately preceding years. Two out of ten first-time Freshmen enrolled at the College in Fall 2007 were HOPE scholarship recipients (98 students). One-fifth of all College students (176) were HOPE eligible that fall. Nearly 25% of the College's student body received some form of financial assistance totaling nearly \$500,000 in 2007-2008.

President of College

Dr. Daniel J. Kaufman, President. Dr. Kaufman became the College's first President in August 2005. Prior to assuming his duties as President of the College, Dr. Kaufman was a brigadier general in the U.S. Army, serving as Dean of the Academic Board and Chief Academic Officer at the United States Military Academy at West Point, a position from which he retired in June 2005. In his capacity as the Chief Academic Officer, Dr. Kaufman was responsible for the design and implementation of the academic program at West Point. Prior to his selection as Chief Academic Officer, Brigadier General Kaufman was Professor and Head of the Department of Social Sciences at West Point, which offers programs in political science and economics. Prior to being named Department Head, General Kaufman was director of the International Relations and National Security Studies program at West Point. He has taught courses in international relations, comparative politics, national security affairs, U.S. foreign policy and American politics and government. He has written several books including *Understanding International Relations, U.S. National Security Strategy for the 1990s, U.S. National Security: A Framework for Analysis; Democracy, Strategy, and Vietnam; and NATO at Forty: Change, Continuity, and Prospects*. Dr. Kaufman graduated from the United States Military Academy at West Point in 1968; he was commissioned a second lieutenant of Armor and awarded a Bachelor of Science degree. Dr. Kaufman also holds a Masters of Public Administration from the John F. Kennedy School of Government, Harvard University and a Doctorate in Philosophy in Political Science from the Massachusetts Institute of Technology. He is a member of the Council on Foreign Relations, the International Studies Association and the American Political Science Association. Upon his retirement

from active duty, Dr. Kaufman was honored by the British government as an Officer of the Most Excellent Order of the British Empire (O.B.E.). Dr. Kaufman's military service includes tours with cavalry and armor units in the United States and Vietnam, where he received the Bronze Star for heroism and two Purple Hearts for wounds inflicted during combat. He has also served as a member of the National Security Council staff in the White House and in the Office of the Secretary of Defense. He served as a Special Assistant to three Chiefs of Staff of the Army. He also was a member of the Department of Defense Presidential Transition Team in 1992. Dr. Kaufman is a native of Brunswick, Georgia.

Enrollment

Total undergraduate and graduate enrollment at the College rose to over 1,500 students in Fall 2008. The following table sets forth the College's fall and spring semester enrollment (headcount and full time equivalent) since the College opened in August 2006:

<u>Semester</u>	<u>Undergraduate Headcount Enrollment</u>	<u>Full Time Equivalent Enrollment</u>
Fall 2006	118	76
Spring 2006	144	88
Fall 2007	788	695
Spring 2007	867	753
Fall 2008	1,563	1,374

Accreditation

On June 25, 2009, the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), a regional accrediting agency recognized by the United States Department of Education, granted accreditation to the College. By granting accreditation to the College, SACS affirmed that the College has (1) a mission appropriate to higher education, (2) resources, programs and services sufficient to accomplish and sustain its mission and (3) clearly specified educational objectives that are consistent with its mission and appropriate to the degrees that it offers and that the College is successful in achieving its stated objectives. An accreditation by SACS recognizes the College's capacity to provide effective programs and services based on agreed-upon accreditation standards.

Current Housing Program

The College does not offer any student housing facilities at this time. In an effort to attract and retain more traditional students, the College developed a housing plan. The housing plan calls for a total of 2,500 beds of student housing to be phased in over the next several years. Limited liability companies for which the Company will be the sole member will own the housing, which will be located on land owned by such limited liability companies or leased by such limited liability companies from the Board of Regents. In furtherance of the College's housing plan, student housing facilities consisting of approximately 1,029 beds are being constructed on a site on the west side of the College's campus and are expected to be available for occupancy in August 2010.

On-Campus Parking

Two parking lots consisting of approximately 981 spaces are being constructed on the west side of the College's campus and are expected to be completed on or before August 2010. In addition, the College campus contains a parking deck consisting of 765 spaces located on the east side of College's campus. The College also provides on-campus surface parking consisting of approximately 1,200 spaces in various lots located near classroom buildings and administrative facilities.

University System of Georgia

The University System of Georgia is governed by the Board of Regents consisting of 18 members who are appointed by the Governor of Georgia for seven-year terms. There is one member from each of Georgia's 13 congressional districts and five at-large members. The Board of Regents appoints a Chancellor who serves as the chief administrative officer of the University System. The University System of Georgia consists of four comprehensive and special purpose universities: University of Georgia, Georgia Institute of Technology, Georgia State University, and the Medical College of Georgia; two regional universities: Georgia Southern University and Valdosta State University; 15 state universities and senior colleges; and 13 two-year colleges. All of the property of the constituent institutions comprising the University System of Georgia is owned by the Board of Regents. The President of each institution in the University System is the executive head of the institution and all of its departments. Each President is responsible to the Chancellor for the operation and management of the institution and for the execution of the directives of the Chancellor and the Board of Regents.

Lawrenceville, Georgia

The City of Lawrenceville is the county seat of Gwinnett County, Georgia, one of the fastest growing counties in the country for the past 20 years and located approximately 30 miles northeast of the City of Atlanta. According to the U.S. Census Bureau, the population within the city limits of Lawrenceville was 28,851 (2006 estimate), and the population of Gwinnett County was 776,380 (2007 estimate).

GROUND LEASE

Introduction

Pursuant to a ground lease (the "Ground Lease") to be dated on or about the date of issuance of the Bonds between the Board of Regents, as lessor, and the Borrower, as lessee, the Board of Regents will lease the sites for the Project to the Borrower. The following summary of the Ground Lease does not purport to be a comprehensive or definitive statement of the provisions of the Ground Lease. A substantially final form of the Ground Lease is attached to this Official Statement as Appendix B.

Term

The construction term of the Ground Lease cannot exceed a period of two years. The construction term of the Ground Lease will commence on the date of issuance of the Bonds and will end upon the commencement of the primary term. The primary term of the Ground Lease is for 30 years, commencing on the first day of the first month after the issuance of a certificate of occupancy for the Project but in no event prior to October 1, 2010 (the "Commencement Date") and expiring at 11:59 p.m. on the day before the 30th anniversary of the Commencement Date, unless sooner terminated; provided that the primary term will be extended for an additional five year period upon the request of the Borrower if any of the Bonds remain outstanding on the date of such extension. The Borrower expects that the construction and equipping of the Project will be completed by October 2010.

Rent

Under the Ground Lease, the Borrower is obligated to pay as rent to the Board of Regents, as lessor, the sum of \$10.00 per year and as additional rent, all costs and expenses which the Board of Regents incurs as a result of any default of the Borrower or failure on the part of the Borrower to comply with any provisions of the Ground Lease.

RENTAL AGREEMENT

Prior to the issuance of the Bonds, the Borrower and the Board of Regents will enter into a rental agreement (the "Rental Agreement") pursuant to which the Board of Regents will lease the Project from the Borrower. The initial term of the Rental Agreement will commence on the first day of the month following the issuance of the certificate of occupancy for the Project but not earlier than October 1, 2010 and will expire on June 30, 2011. The Board of Regents will have the option, in its sole discretion, to extend the term of the Rental Agreement on a year-to-year basis for an additional 29 consecutive years after June 30, 2011.

The Board of Regents will be required to pay semi-annual rental payments for the Project in the amounts and on the dates described in the Rental Agreement. Assuming that the Board of Regents exercises each of its annual renewal options under the Rental Agreement, the Borrower expects that such semi-annual rental payments, together with capitalized interest financed with the proceeds of the Bonds and interest earnings on the debt service reserve fund, will be sufficient, in both time and amount, to pay the principal of and interest on the Bonds when due. A substantially final form of the Rental Agreement is attached to this Official Statement as Appendix C.

THE BOARD OF REGENTS AND THE STATE OF GEORGIA

The College is one of 35 member institutions within the University System of the State of Georgia (the "University System of Georgia"). The Board of Regents governs, controls and manages the University System of Georgia. Each year, the College submits a budget request to the Board of Regents. The Board of Regents compiles the requests of all 35-member institutions and presents a total funding request for the University System of Georgia to the Governor. The Governor reconciles the State's available resources with total requests and submits a budget proposal to the legislature of the State. Upon adoption of the budget, the State appropriates to the Board of Regents a lump sum amount of funding for the University System of Georgia. The Board of Regents then allocates and disburses these funds to the individual institutions on the basis of strategic initiatives for the University System of Georgia. These allocations are then used by the individual institutions to prepare detailed, line item budgets for consideration by the Board of Regents. Upon approval by the Board of Regents, the budgets are adopted by each institution and used to monitor and control their economic resources.

As with all State agencies, the University System of Georgia is funded on an annual appropriation basis. The Board of Regents' ability to make payments under the Rental Agreement may depend upon the financial condition of the State and the State's ability and willingness to make appropriations to the University System of Georgia. For fiscal year 2009, the amended appropriations act (HB 118) reflected budget reductions needed to meet an anticipated decline in general fund revenues of 6.8%. The Board of Regents' overall general fund appropriation for fiscal year 2009 declined by 10.3% as compared to fiscal year 2008 (amended). On May 28, 2009, subsequent to the adoption of the amended fiscal year 2009 budget, the Governor further reduced his estimate of fiscal year 2009 State general fund revenues to reflect an anticipated decline of approximately 8.3% as compared to actual State general fund revenues for fiscal year 2008. There is no assurance that the current estimate of State general fund revenues will be met or exceeded for fiscal year 2009 or by what amount the State general fund revenue estimate for fiscal year 2009 may fall short. In June 2009, the Governor's Office of Planning and Budget withheld cash scheduled to be distributed to State agencies because of State revenue collections being less than projected. The impact of this action upon the Board of Regents was a one-time reduction in cash allotments of \$39,829,809; this reduction was partially offset by the receipt of \$17,189,581 in federal stimulus funds.

For fiscal year 2010, the appropriations act (HB 119) reflected budget reductions to meet a further decline in general fund revenues. The Board of Regents' total general fund appropriation for fiscal year

2010 increased slightly (0.9%) as compared to the amended fiscal year 2009 appropriation. Also, the Board of Regents received an additional \$92,617,896 in federal stimulus funds for fiscal year 2010. In June 2009, the Governor's Office of Planning and Budget requested that State agencies voluntarily reduce their appropriation allotment request for July 2009 by 3% and also notified the State agencies that instructions regarding allotments for August 2009 and the remainder of fiscal year 2010 were pending. In the event the Governor deems it necessary to reduce his estimate of fiscal year 2010 revenues, further reductions in the general fund appropriations to State agencies, including the Board of Regents, for fiscal year 2010 may be necessary to maintain a balanced budget for fiscal year 2010, as required by the statutes and Constitution of the State of Georgia.

The Board of Regents has not participated in the structuring, offering or issuance of the Bonds. The Board of Regents will have no obligation with respect to the Bonds and no legal or moral obligation to continue to rent the Project pursuant to the Rental Agreement in a manner supportive of the creditworthiness of the Bonds.

The Board of Regents

The Board of Regents is a constitutional body of the State of Georgia. It governs, controls and manages all of the 35 public institutions of higher education within the University System of Georgia, including the College. The Board of Regents receives appropriations from the State in a lump sum, based upon an enrollment-driven formula for the University System of Georgia. The Board of Regents then allocates the funds to member institutions of the University System of Georgia.

The 18 members of the Board of Regents are appointed by the Governor on a rotating basis to serve seven-year terms. In the history of the Board of Regents, ten individuals, including the incumbent, have served as Chancellor, the chief administrative officer reporting to the Board of Regents. The current Chancellor, Erroll B. Davis was selected to serve as Chancellor following a nationwide search. Mr. Davis began as Chancellor on February 6, 2006. Prior to assuming his duties as Chancellor, Mr. Davis served as chairman of the board of Alliant Energy Corporation, an energy holding company with \$8.3 billion in total assets and annual operating revenues of \$3.0 billion, since 2000, after joining the company in 1998 as president and chief executive officer. He retired from his dual roles as president and CEO in July 2005, and retained the Chairman's post. Prior to the creation of Alliant Energy, Mr. Davis served as president and CEO of WPL Holdings from 1990 to 1998. From 1978-1990, Mr. Davis rose through the senior management ranks at Wisconsin Power and Light Company, starting as vice president of finance and ending as CEO and president. His career also includes corporate finance positions at Xerox Corporation and Ford Motor Company. Mr. Davis' higher education experience includes serving as a member of the University of Wisconsin System Board of Regents from 1987-1994, and as a former chairman of the board of trustees of Carnegie Mellon University, of which he is a life member. He presently serves as a member of the Board of Trustees of the University of Chicago.

Set forth below are the members of the Board of Regents, their respective districts, and terms of office:

<u>Regents</u>	<u>District</u>	<u>Term</u>
Kenneth R. Bernard	Thirteenth District	January 1, 2007 – January 1, 2014
James A. Bishop	First District	January 1, 2007 – January 1, 2011
Hugh A. Carter, Jr.	At-Large	August 8, 2000 – January 1, 2009
William H. Cleveland	At-Large	October 4, 2001 – January 1, 2009
Robert F. Hatcher	At-Large	January 1, 2006 – January 1, 2013
Felton Jenkins	At-Large	January 1, 2006 – January 1, 2013
W. Mansfield Jennings, Jr.	Eighth District	January 1, 2006 – January 1, 2013
James R. Jolly	Ninth District	January 1, 2008 – January 1, 2015
Donald M. Leebern, Jr.	At-Large	January 1, 2005 – January 1, 2012
Elridge W. McMillan	Fifth District	January 1, 2003 – January 1, 2010
William NeSmith, Jr.	Tenth District	March 13, 2008 – January 1, 2015
Doreen Stiles Poitevint	Second District	January 13, 2004 – January 1, 2011
Willis J. Potts, Jr.	Eleventh District	March 7, 2006 – January 1, 2013
Wanda Yancey Rodwell	Fourth District	March 29, 2005 – January 1, 2012
Kessel Stelling, Jr.	Sixth District	January 1, 2008 – January 1, 2015
Benjamin J. Tarbutton III	Twelfth District	January 6, 2006 – January 1, 2013
Richard L. Tucker	Seventh District	January 28, 2005 – January 1, 2012
Allan Vigil	Third District	August 6, 2003 – January 1, 2010

The officers of the Board of Regents are set forth below:

<u>Officer</u>	<u>Title</u>
Richard L. Tucker	Chairman
Robert F. Hatcher	Vice-Chairman
Erroll B. Davis	Chancellor
Robert E. Watts	Chief Operating Officer
J. Burns Newsome	Secretary

The State of Georgia

The Board of Regents' ability to make payments under the Rental Agreement and any decision to renew the Rental Agreement may depend in part on the financial condition of the State and the State's willingness to appropriate money to the University System. The University System is funded on an annual appropriation basis by the State Legislature. There can be no assurance that future legislatures will continue to make appropriations at current levels or that the Board of Regents will renew the Rental Agreement on an annual basis.

The following table summarizes the State Legislature's appropriation allotments for the various areas of State government, including the University System of Georgia, for the three fiscal years ended June 30, 2006 through June 30, 2008.

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Education			
Pre-K, Grade and High School	\$ 6,906,913,598	\$ 7,710,077,172	\$ 8,304,899,470
Technical and Adult Education	329,481,858	336,851,164	373,317,567
Georgia Student Finance Commission	557,047,930	568,622,344	556,920,642
<i>University System of Georgia</i>	<u><i>1,819,003,890</i></u>	<u><i>1,933,295,452</i></u>	<u><i>2,142,061,132</i></u>
Total Education	9,612,447,276	10,548,846,132	11,377,198,811
Judicial, Penal and Corrections	1,480,673,345	1,528,944,950	1,685,898,711
Transportation	673,196,606	726,113,067	832,725,819
Agriculture and Conservation of Resources	195,245,124	189,370,408	224,390,926
General Obligation Debt Service	1,001,485,254	867,362,477	969,780,103
Public Health and Welfare and All Other	<u>4,887,499,196</u>	<u>5,350,206,928</u>	<u>3,475,173,876</u>
Total Appropriation Allotments	<u>\$17,850,546,801</u>	<u>\$19,210,843,962</u>	<u>\$18,565,168,246</u>

SOURCE: Budget In Brief of the State of Georgia for the Fiscal Years Ended June 30, 2006 through June 30, 2008.

According to the Board of Regents, Office of Fiscal Affairs, the unaudited cash allotment from the State to the University System of Georgia for the fiscal year ended June 30, 2009 was \$2,022,681,864.

THE BONDS, INCLUDING INTEREST AND PREMIUM, IF ANY, THEREON, SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF, NOR SHALL THE BONDS OR THE INTEREST THEREON BE CHARGED AGAINST THE GENERAL CREDIT AND TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO PAY THE PRINCIPAL OF PREMIUM, IF ANY, AND INTEREST ON THE BONDS OR OTHER COSTS INCIDENTAL THERETO.

Neither the Board of Regents nor the State has participated in the preparation of this Official Statement or provided any of the information contained in this Official Statement. All of the information concerning the Board of Regents and the State contained in this Official Statement has been obtained by the Borrower from publicly available sources, and neither the Board of Regents nor the State has consented to the use of such information in this Official Statement or reviewed it in order to determine the accuracy, truthfulness, or completeness of such information, and by including such information in this Official Statement, neither the Issuer nor the Borrower assume any responsibility or make any representation or warranty, express or implied, for the accuracy, truthfulness, or completeness of such information or for any failure by the Board of Regents or the State to disclose events that may have occurred or may affect the completeness or accuracy of any such information but which are unknown to the Issuer or the Borrower.

THE PROJECT

A portion of the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of the Project. The Project will consist of an approximately 79,200 square foot student center

and related amenities, including a bookstore, a copy center, a student activity/game room, a dining hall for approximately 650 students, a large venue interaction space and staff offices and meeting rooms. The Borrower expects that the construction of the Project will begin in August 2009 and will be completed on or prior to October 29, 2010. The total budgeted cost of the Project is estimated to be approximately \$24,513,000.

The Contractor and Construction Contract

The Potts Company, a Georgia corporation (the "Contractor") will serve as the construction manager for the Project. The Contractor was founded in 1986, and its principal office is located in Conyers, Georgia. The Contractor specializes in higher education, faith based, government and corporate markets in Georgia.

Representative higher education projects constructed by the Contractor include: academic facility, Georgia Perimeter College, Newton Campus, Covington, Georgia; student and community conference center, Georgia Perimeter Center, Clarkston Campus, Clarkston, Georgia; renovation of science building, Georgia Perimeter College, Clarkston Campus, Clarkston, Georgia; library and technology center, Georgia Gwinnett College, Lawrenceville, Georgia (completion expected in November 2010); and academic facility, Gainesville State College, Gainesville, Georgia (completion expected in March 2011). Other representative projects constructed by the Contractor include: Augusta-Richmond County Judicial Center, Augusta, Georgia; DeKalb County Fire & Police Headquarters and 911 Center, Tucker, Georgia; DeKalb County Performing Arts Center, Decatur, Georgia; and DeKalb County Courthouse renovation, Decatur, Georgia.

The construction contract between the Contractor and the Borrower will require the Contractor to construct the Project for a guaranteed maximum price of \$17,600,000 (the "Guaranteed Maximum Price"). The Guaranteed Maximum Price is subject to change orders as provided in the construction contract and does not include the cost of equipping the Project. The Contractor's fee equals 4% of the cost of the work required pursuant to the construction contract and is included in the Guaranteed Maximum Price. The Contractor will agree to provide payment and performance bonds in the amount of the Guaranteed Maximum Price in order to provide for timely completion of the Project.

If substantial completion of the Project is delayed beyond November 29, 2010, the Contractor will pay liquidated damages to the Borrower in an amount not less than the debt service on the Bonds on a per day basis until such time as the Project is completed. The construction contract provides for scheduled extensions in the event of force majeure or delay events caused by the Borrower.

The Architect

Lord, Aeck & Sargent Architecture, Inc. ("LA&S") is the architect for the Project. LA&S is a full-service architectural firm with over 1,000 projects completed since 1942. LA&S is headquartered in Atlanta, Georgia, and has branch offices in Ann Arbor, Michigan and Chapel Hill, North Carolina. LA&S will lead the design team and will provide services related to the architectural design of the building and some planning services. LA&S will associate with Andrews, Hammock & Powell to provide mechanical engineering, electrical engineering/lighting, voice and data and security design services. LA&S will also associate with KSi/Structural Engineers for structural engineering services, Long Engineering for civil engineering, Doran & Karwoski for landscape architecture services, Brailsford & Dunlavy for programming and furniture, fixtures and equipment, Sodexo for food service design and Waveguide for audio-visual design.

Representative higher education projects include: Newton Center (academic and student services center), Georgia Perimeter College, Covington, Georgia; Tiger Village (student housing and student

center), South Georgia College, Douglas, Georgia; academic building and student center, Georgia Military College, Milledgeville, Georgia; and student activities center, Augusta State University, Augusta, Georgia.

Key management personnel include Joe Greco, Principal-In-Charge/Design Principal; Tony Aeck, Quality Control Principal; Ken Higa, Strategic Planner/Programmer; Richard Boyd, Project Manager; Ellena Lin, Project Architect, Cristy Fletcher, Staff Architect and LEED Specialist and Claire Oviatt, Interior Design.

Program Manager and Program Management Agreement

Program Manager. Hendessi and Associates, LLC ("Hendessi") is serving as program manager for the Project. Hendessi is an Atlanta-based facilities consulting firm that specializes in higher education owner representation and advisory services.

Hendessi assists higher education institutions by providing comprehensive development solutions, and program management services for on-campus and off-campus facilities. Services include program management, owner representation, planning/design management, construction management, facilities management, strategic space allocation planning and feasibility studies.

Hendessi specializes in higher education campus facilities development managements. As program manager and advisor, Hendessi has represented such clients as Georgia State University, Gordon College, North Carolina Central University, South Georgia College, Southern Polytechnic State University, University of North Carolina-Greensboro, Middle Georgia College, Georgia Southwestern State University, and others for development of campus facilities. Additionally, Hendessi has provided strategic housing planning services to serve colleges and universities which has resulted in funding or planning of over \$2.5 billion in project value.

Program Management Agreement. The Borrower has entered into a Professional Service Contract (the "Program Management Agreement") with Hendessi to provide program management services for the Project. Under the Program Management Agreement, Hendessi is obligated to advise and consult with the Borrower in connection with certain matters pertaining to the Project, and to coordinate and monitor on behalf of the Borrower the activities of the design and engineering professionals, contractors and other third parties involved in the Project, with the goal of achieving completion of the Project in a timely manner and for a total cost that does not exceed the development budget approved by the Borrower. Hendessi is being paid a fee in the amount of approximately \$435,000 for such services.

DESCRIPTION OF THE BONDS

General

The Bonds are being issued in the aggregate principal amount shown on the inside cover page of this Official Statement. Each Bond will bear interest (based on a 360 day year comprised of twelve 30 day months) from the January 1 or July 1 (each such date an "Interest Payment Date") next preceding the date of authentication, unless such date of authentication is after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Bonds will bear interest from and including such Interest Payment Date, or unless such date of authentication is prior to the Record Date with respect to the first Interest Payment Date, in which event the Bonds will bear interest from its dated date; provided, however, that if, at the time of authentication of any Bond, interest is in default or overdue thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or, if no interest has been paid, such Bond will bear interest from its dated date. Subject to the redemption

provisions set forth below, the Bonds will mature on the dates and in the principal amounts set forth on the inside cover page of this Official Statement.

Denomination; Time and Place of Payment

The Bonds will be issued in book entry form in the denomination of \$5,000 or any integral multiple thereof and will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). While the Bonds are in book-entry form, principal of, redemption premium (if any) and interest on the Bonds will be made by the Trustee directly to Cede & Co., as nominee for DTC, as registered owner of the Bonds, and will be subsequently disbursed by Cede & Co. to DTC Participants and thereafter to Beneficial Owners of the Bonds. See "DESCRIPTION OF THE BONDS – Book-Entry System of Registration."

When not in book-entry form, the following provisions will apply. Payment of interest on the Bonds will be made to the registered owner of such Bond in lawful money of the United States of America by check or draft mailed to the person in whose name the Bond is registered, at his address as it appears on the registration books of the Issuer maintained by the Trustee, as bond registrar, on behalf of the Issuer, at the close of business on the 15th day of the month (whether or not a Business Day, as defined in the hereinafter described Bond Indenture) immediately preceding such Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to a Record Date and prior to such Interest Payment Date, unless the Issuer is in default in the payment of interest due on such Interest Payment Date, in which case interest will be payable as provided in the Bond Indenture. Payment of principal of and premium, if any, are payable upon presentation and surrender of such Bond at the principal corporate trust office of the Trustee or at the duly designated office of any duly appointed alternate or successor paying agent. At the option of the registered owner of not less than \$100,000,000 in aggregate principal amount of outstanding Bonds, interest will be paid by wire transfer in immediately available funds to a bank within the continental United States in accordance with written wire transfer instructions filed with the Trustee prior to the close of business on the Business Day preceding the Record Date. Interest will continue to be paid in accordance with such instructions, until revoked in writing, except for the final payment of interest upon maturity or redemption prior to maturity, which will be paid only upon presentation of such Bond to the Trustee.

Redemption Provisions

Optional Redemption. The Bonds maturing on or after July 1, 2020 are subject to redemption by the Issuer, at the written direction of the Borrower, prior to their respective maturity on or after July 1, 2019 in whole or in part on any date (in amounts not less than \$5,000) at a redemption prices equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

Extraordinary Redemption. The Bonds are subject to extraordinary redemption in whole or in part by the Issuer, at the written direction of the Borrower, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium, in the event of: (1) damage to or destruction of the Project or any part thereof to such extent that it is rendered unfit for occupancy by the College, resulting in the termination of the Rental Agreement; (2) in the event net proceeds resulting from the condemnation of all or a portion of the Project are used to redeem Bonds pursuant to the Indenture; (3) if as a result of changes to the Constitution of the United States or the State or as a result of legislative, executive or judicial action of the United States, the State or any political subdivision thereof or a regulatory body, the Loan Agreement becomes void, unenforceable or impossible of performance in accordance with the intention of the parties or unreasonably burdens or excessive liabilities are imposed on the Borrower by reason of its ownership of the Project; or (4) in the event net proceeds of the title insurance policy are used to redeem Bonds pursuant to the Indenture.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to maturity in the following amounts on the following dates, for the principal amount specified below plus accrued interest to the date fixed for redemption, without premium (the July 1, 2024, July 1, 2029, July 1, 2034 and July 1, 2039 amounts to be paid rather than redeemed):

Bonds Maturing July 1, 2024

<u>July 1 of the Year</u>	<u>Principal Amount</u>	<u>July 1 of the Year</u>	<u>Principal Amount</u>
2020	\$335,000	2023	\$555,000
2021	400,000	2024	635,000
2022	475,000		

Bonds Maturing July 1, 2029

<u>July 1 of the Year</u>	<u>Principal Amount</u>	<u>July 1 of the Year</u>	<u>Principal Amount</u>
2025	\$725,000	2028	\$1,040,000
2026	825,000	2029	1,155,000
2027	925,000		

Bonds Maturing July 1, 2034

<u>July 1 of the Year</u>	<u>Principal Amount</u>	<u>July 1 of the Year</u>	<u>Principal Amount</u>
2030	\$1,280,000	2033	\$1,720,000
2031	1,420,000	2034	1,890,000
2032	1,565,000		

Bonds Maturing July 1, 2039

<u>July 1 of the Year</u>	<u>Principal Amount</u>	<u>July 1 of the Year</u>	<u>Principal Amount</u>
2035	\$2,065,000	2038	\$2,680,000
2036	2,255,000	2039	2,910,000
2037	2,460,000		

The Issuer will be entitled to receive a credit in respect of its mandatory redemption obligation for Bonds delivered, purchased, or redeemed if the Borrower at its option purchases in the open market and delivers to the Trustee for cancellation Bonds or redeems Bonds (other than through mandatory redemption) and such Bonds have not theretofore been applied as a credit against any mandatory redemption obligation. Each such Bond so purchased or redeemed will be credited by the Trustee at 100% of the principal amount thereof on the obligation of the Issuer on such mandatory redemption payment date, and any excess will be credited on future mandatory redemption obligations in chronological order, and the principal amount of such Bonds to be redeemed by operation of mandatory redemption will be accordingly reduced.

Selection of Bonds to be Redeemed. If less than all of the Bonds are called for redemption in any of the circumstances set forth in the Indenture, other than mandatory redemption, the Bonds will be redeemed as directed in writing by the Borrower and if less than all of the Bonds of a maturity are to be

redeemed, and in the case of mandatory redemption, the particular Bonds or portions thereof to be redeemed within a maturity will be selected by lot by DTC or any successor depository in accordance with its procedures or, if the book-entry system is discontinued, by lot by the Trustee. If a Bond subject to redemption is in a denomination larger than \$5,000, all or a portion of such Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof.

Notice of Redemption. While the Bonds are in book-entry form, notice of redemption of Bonds will be made by the Trustee directly to Cede & Co., as nominee for DTC, as registered owner of the Bonds and will be subsequently disbursed by Cede & Co. to DTC Participants and thereafter to Beneficial Owners of the Bonds. See "DESCRIPTION OF THE BONDS – Book-Entry System of Registration."

If the book-entry system is discontinued, the following provisions will apply. If any Bonds are called for redemption pursuant to the Indenture, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books at the close of business on the fifth (5th) day preceding the date of mailing; provided, however, that failure to give such notice by mailing to any registered owner of Bonds, or any defect therein, will not affect the validity of any proceedings for the redemption of any other Bonds. Each notice will specify the CUSIP numbers of the Bonds being called, numbers of the Bonds being called, if less than all of the Bonds are being called, redemption date, redemption price, and place or places where amounts due upon such redemption will be payable. Such notice will further state that payment of the applicable redemption price plus accrued interest to the date fixed for redemption, if any, will be made upon presentation and surrender of the Bonds to be redeemed and that on the redemption date, the redemption price will become due and payable upon each Bond to be redeemed and that interest thereon will cease to accrue on and after such date. Any notice mailed as provided above will be conclusively presumed to have been duly given, whether or not the registered owner of such Bonds actually receives the notice. Notwithstanding the foregoing, upon the written direction of the Borrower, the notice of redemption for optional redemption will contain a statement to the effect that the redemption of the Bonds is conditioned upon the receipt by the Trustee, prior to the date fixed for such redemption, of amounts equal to the redemption price of the Bonds to be redeemed, and that if such moneys are not so received, the notice will be of no force and effect and the Issuer will not be required to redeem such Bonds and such Bonds will not become due and payable.

Registration of Transfer and Exchange

While the Bonds are in book-entry form, the Bonds held by DTC (or its nominee, Cede & Co.) on behalf of the Beneficial Owners thereof are transferable upon delivery to DTC (or its nominee, Cede & Co.) of an assignment executed by the Beneficial Owner or the Beneficial Owner's attorney (see "DESCRIPTION OF THE BONDS – Book-Entry System of Registration"). In the event the book-entry-only system is discontinued, the following provisions will apply. The Bonds may be transferred by the registered owner thereof or such owner's attorney or legal representative duly authorized in writing, upon presentation thereof accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the registered owner or by such owner's duly authorized attorney or legal representative. Any Bond may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Bonds of the same maturity and of other authorized denominations. The Trustee may charge a fee covering any taxes or other governmental charges required to be paid in connection with any exchange or registration of transfer of any Bond.

Book-Entry System of Registration

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial

Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Borrower, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer, the Borrower and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer or the Borrower may decide to discontinue the use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer, the Trustee and the Borrower believe to be reliable, but the Issuer, the Trustee nor the Borrower takes no responsibility for the accuracy thereof.

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Bond Debt Service

The following table sets forth the annual debt service on the Bonds.

Period Ending <u>July 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Annual Debt Service</u>
2010		\$ 1,540,049	\$ 1,540,049
2011		1,782,694	1,782,694
2012	\$ 10,000	1,782,694	1,792,694
2013	10,000	1,782,394	1,792,394
2014	15,000	1,782,044	1,797,044
2015	60,000	1,781,519	1,841,519
2016	105,000	1,779,119	1,884,119
2017	160,000	1,774,919	1,934,919
2018	210,000	1,768,519	1,978,519
2019	270,000	1,760,119	2,030,119
2020	335,000	1,748,644	2,083,644
2021	400,000	1,731,894	2,131,894
2022	475,000	1,711,894	2,186,894
2023	555,000	1,688,144	2,243,144
2024	635,000	1,660,394	2,295,394
2025	725,000	1,628,644	2,353,644
2026	825,000	1,590,581	2,415,581
2027	925,000	1,547,269	2,472,269
2028	1,040,000	1,498,706	2,538,706
2029	1,155,000	1,444,106	2,599,106
2030	1,280,000	1,383,469	2,663,469
2031	1,420,000	1,313,069	2,733,069
2032	1,565,000	1,234,969	2,799,969
2033	1,720,000	1,148,894	2,868,894
2034	1,890,000	1,054,294	2,944,294
2035	2,065,000	950,344	3,015,344
2036	2,255,000	834,188	3,089,188
2037	2,460,000	707,344	3,167,344
2038	2,680,000	568,969	3,248,969
2039	2,910,000	418,219	3,328,219
2040	<u>4,525,000</u>	<u>254,531</u>	<u>4,779,531</u>
TOTAL *	<u>\$32,680,000</u>	<u>\$43,652,631</u>	<u>\$76,332,631</u>

* Numbers may not add due to rounding.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be derived from the sale of the Bonds are expected to be applied substantially as follows:

Sources:

Principal Amount of Bonds	\$32,680,000.00
Net Original Issue Discount	<u>(902,751.50)</u>
Total	<u>\$31,777,248.50</u>

Uses:

Project Fund ⁽¹⁾	\$28,054,115.67
Debt Service Reserve Fund	3,091,502.47
Costs of Issuance ⁽²⁾	<u>631,630.36</u>
Total	<u>\$31,777,248.50</u>

(1) Includes capitalized interest for the period the date of initial issuance and delivery of the Bonds through August 15, 2011 and fees associated with the development budget. Does not include anticipated interest earnings.

(2) Includes rating agency fees, legal and accounting fees, initial Trustee's fees, printing and engraving costs, validation court costs, underwriting discount and other costs of issuance.

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS

Trust Estate

The Bonds are limited obligations of the Issuer payable solely from the Trust Estate which is assigned and pledged to the Trustee by the Issuer under the Indenture. The Trust Estate is defined in the Indenture to include all of the Issuer's right, title and interest in and to the Loan Agreement, the Promissory Note, the Security Deed, the Assignment of Contract Documents and all payments to be made thereunder, and all moneys and securities held from time to time in any of the funds established under the Indenture.

Debt Service Reserve Fund

Pursuant to the Indenture, the Trustee holds a Debt Service Reserve Fund. Proceeds of the Bonds will be deposited into the Debt Service Reserve Fund in an amount equal to the Debt Service Reserve Requirement, as shown under "ESTIMATED SOURCES AND USES OF FUNDS" herein. In the future, the obligation to fund the Debt Service Reserve Fund may be fulfilled by depositing a surety bond or an irrevocable letter of credit which is rated in the highest rating category by one of the rating agencies (a "Debt Service Reserve Surety Bond") with the Trustee as provided in the Indenture. The Trustee is to withdraw funds from the Debt Service Reserve Fund or to draw on the Debt Service Reserve Surety Bond to pay, first, all installments of interest then due on the Bonds, and then all principal of and premium, if any, then due on the Bonds if there are insufficient funds for said purposes in the Bond Fund on the date such interest, principal, and premium are due.

Limited Obligations

The Bonds are not a debt, liability or general obligation of the State or of any municipal corporation or political subdivision thereof, including the County, and neither the faith and credit nor the

taxing power of the State or any municipal corporation or political subdivision thereof, including the County, is pledged to the payment of the principal of, redemption premium (if any) or interest on the Bonds. The Bonds are not general obligations of the Issuer, but are limited obligations of the Issuer payable solely from the Trust Estate. The Issuer has no taxing power.

The Loan Agreement and the Promissory Note

Under the Loan Agreement, the Borrower has agreed to execute and deliver to the Issuer the Promissory Note under which the Borrower has agreed to make payments to the Issuer in such amounts and at such times as shall be necessary to pay the principal of, premium, if any, and interest on the Bonds.

Ground Lease and Rental Agreement

Pursuant to the Ground Lease, the Board of Regents will lease the sites for the Project to the Borrower for a term ending in 2040 after the final maturity of the Bonds. See "GROUND LEASE" herein and Appendix B to this Official Statement.

Under the terms of the Rental Agreement, the Borrower will rent the completed Project to the Board of Regents on an annually-renewable basis for use by the University. See "RENTAL AGREEMENT" herein and Appendix C to this Official Statement.

Security Deed and Assignment of Contract Documents

To secure its payment obligations under the Loan Agreement, the Borrower will execute a Leasehold Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases dated as of August 1, 2009 (the "Security Deed") and an Assignment of Contract Documents dated as of August 1, 2009 (the "Assignment of Contract Documents") each in favor of the Issuer. Under the terms of the Security Deed, the Borrower will (i) pledge and grant to the Issuer a deed to secure debt on and a security interest in certain real property and the buildings thereon, including the real property on which the Project will be located, subject to the Ground Lease and (ii) assign the rents to be received pursuant to the Rental Agreement to the Issuer. Under the terms of the Assignment of Contract, the Borrower will assign all of its right, title and interest in and to the Development Agreement and certain other related documents to the Issuer.

Additional Bonds

The Issuer, at the request of the Borrower, may issue additional bonds on a parity with the lien of the Bonds outstanding under the Indenture for the purpose, among other things, of making alterations or additions to the Project. Prior to the issuance of such additional bonds, the Issuer must obtain a confirmation letter stating that the issuance of such additional bonds will not result in a qualification, downgrade or withdrawal of the then current rating on the Bonds.

INVESTMENT CONSIDERATIONS

Investment in the Bonds involves certain risks. The following is a discussion of certain risk factors which should be considered in evaluating the investment quality of the Bonds. This discussion does not purport to be either comprehensive or definitive. The order in which the risks are presented is not intended to reflect either the likelihood that a particular event will occur or the relative significance of such an event. Moreover, there may be other risks associated with an investment in the Bonds in addition to those set forth herein.

Limited Obligations

The Issuer has no assets with which to pay debt service on the Bonds except its right to receive payments pursuant to the Loan Agreement from the Borrower. Neither the Bonds nor the Issuer's obligation under the Indenture constitute a general obligation or other indebtedness of the Issuer, DeKalb County, Georgia, Newton County, Georgia, Gwinnett County, Georgia or the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation.

Construction Risks

The interest payments on the Bonds accrued through August 15, 2011 will be paid with the proceeds of the Bonds. If the completion of the Project is significantly delayed, receipt of rents under the Rental Agreement will be delayed, and the Borrower may be unable to make payments sufficient to satisfy the obligations under the Loan Agreement.

The Project is estimated to be completed on or prior to October 2010. The timely completion of the Project is dependent upon, among other factors, promptly obtaining approvals and permits from various governmental agencies and the absence of delays due to labor disputes, site difficulties, delays in delivery and shortages of materials, and adverse weather conditions. The cost of completing the Project may be affected by factors beyond the control of the Borrower, including labor disputes, site difficulties, energy and material shortages, subcontractor defaults, adverse weather conditions, and other unforeseen contingencies. There can be no assurance that the Borrower will complete the Project in accordance with its present construction schedule and construction budget.

Factors Affecting Renewal of Rental Agreement

The obligation of the Board of Regents to make the rental payments to the Borrower pursuant to the Rental Agreement will be satisfied solely from the funds of the Board of Regents. To the extent additional obligations are incurred by the Board of Regents, the funds available to pay the rental payments under the Rental Agreement will be decreased. There is no assurance that the Board of Regents will, in its sole discretion, exercise its option to extend the term of the Rental Agreement for each of its renewal terms. In addition, the likelihood that the Board of Regents will renew the Rental Agreement annually during each renewal term depends upon a number of factors which are beyond the control of the owners of the Bonds, including, but not limited to, the continuing need for the Project by the College.

THE BOARD OF REGENTS HAS NOT PARTICIPATED IN THE STRUCTURING, OFFERING OR ISSUANCE OF THE BONDS OR THE FINANCING OF THE PROJECT AND HAS NO LEGAL OR MORAL OBLIGATION WITH RESPECT TO THE BONDS OR TO CONTINUE TO RENT THE PROJECT IN A MANNER SUPPORTIVE OF THE CREDITWORTHINESS OF THE BONDS.

LITIGATION

There is no controversy or litigation of any nature pending against the Issuer or the Borrower, or to the knowledge of their respective officers, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, the execution or delivery of the Indenture or the Loan Agreement or in any way contesting or affecting the authority, validity, or enforceability of the Bonds, the Indenture or the Loan Agreement or any proceedings of the Issuer or the Borrower taken with respect to the issuance of the Bonds, the execution and delivery of the Indenture and the Loan Agreement or the use of the proceeds of the Bonds.

VALIDATION

The Issuer has caused proceedings to be instituted in the Superior Court of Gwinnett County, Georgia to validate the Bonds and has obtained a final judgment confirming and validating the Bonds and the security therefor. Under Georgia law, a judgment of validation is final and conclusive with respect to the Bonds and the security therefor.

TAX EXEMPTION

General. In the opinion of King & Spalding LLP, Bond Counsel, under existing statutes, rulings and court decisions and under applicable regulations, interest on the Bonds is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. No opinion will be expressed with respect to any other federal tax consequences of the receipt or accrual of interest on, or the ownership of, the Bonds.

In rendering our opinion that the interest on the Bonds is not includable in gross income for federal income tax purposes, Bond Counsel will (i) rely as to certain factual matters upon representations of the Borrower and the College with respect to, among other things, the use of the proceeds of the Bonds, the use of the Project, the weighted average economic useful life of the assets financed with the Bonds and the status of the College as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986 without undertaking to verify the same by independent investigation, and (ii) assume the continued compliance by the Issuer, the Borrower and the College with their respective covenants relating to the use of the proceeds of the Bonds and compliance with other requirements of the Code. The inaccuracy of any such representations or noncompliance with such covenants may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Ownership of the Bonds may result in other collateral federal income tax consequences to certain taxpayers, including without limitation, corporations subject to the environmental tax, banks, thrift institutions and other financial institutions, foreign corporations which conduct a trade or business in the United States, property and casualty insurance corporations, sub-chapter S corporations, individual recipients of social security or railroad retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Purchasers of the Bonds should consult their tax advisors as to the applicability of any such collateral consequences.

Original Issue Discount and Premium. In the opinion of Bond Counsel, under existing law, any original issue discount in the selling price of a Bond, to the extent properly allocable to a holder of such Bond, is excluded from gross income for federal income tax purposes with respect to such holder. The original issue discount is the excess of the stated redemption price at maturity of such Bond over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of such Bond was sold.

Under Section 1288 of the Code, original issue discount on tax-exempt obligations accrues on a constant yield to maturity basis. The amount of the original issue discount that accrues to an owner of a discount bond who acquires such discount bond during any accrual period generally equals (i) the issue price of such discount bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such discount bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such discount bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the

owner's tax basis in a discount bond for the purpose of determining gain or loss upon a subsequent sale, exchange, payment, or redemption. Any gain realized by an owner from a sale, exchange, payment, or redemption of a discount bond would be treated as gain from the sale or exchange of such discount bond.

Certain of the Bonds are being sold at initial offering prices in excess of the principal amount thereof. An amount equal to the excess of the purchase price of a Bond over its stated redemption price at maturity constitutes premium on such Bond. A purchaser of a Bond must amortize any premium over such Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such Bonds.

Georgia Income Taxation. In the opinion of Bond Counsel, under existing statutes, interest on the Bonds is exempt from all present state income taxation within the State of Georgia. Interest on the Bonds may or may not be subject to state or local income taxation in jurisdictions other than Georgia under applicable state or local laws. Purchasers of the Bonds should consult their tax advisors as to the taxable status of the Bonds in a particular state or local jurisdiction other than Georgia.

Subsequent Events. The opinion of Bond Counsel will be dated the date of issuance of the Bonds. Bond Counsel has not undertaken to notify the Issuer, the Borrower, the College, the Underwriter, the purchasers of the Bonds or any other person or entity of changes in law or fact after the date of issuance of the Bonds which might affect any of the opinions expressed therein.

The proposed form of opinion of Bond Counsel expected to be delivered in connection with the issuance of the Bonds is attached as Appendix D.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization, issuance and delivery of the Bonds by the Issuer are subject to the approving opinion of King & Spalding LLP, Atlanta, Georgia, Bond Counsel. The form of opinion of Bond Counsel which will be delivered upon the initial delivery of the Bonds is attached to this Official Statement as Appendix D. Certain legal matters will be passed upon for the Issuer by its counsel Mahaffey Pickens Tucker LLP, Lawrenceville, Georgia; for the Borrower by its counsel Andersen, Tate & Carr, P.C., Lawrenceville, Georgia; for the Borrower by its special counsel Strickland Brockington Lewis LLP, Atlanta, Georgia; and for the Underwriter by its counsel McKenna Long & Aldridge LLP, Atlanta, Georgia.

UNDERWRITING

Citigroup Global Markets Inc. (the "Underwriter") has agreed to purchase the Bonds at a purchase price of \$31,502,123.59 (which represents the par amount of the Bonds less a net original issue discount of \$902,751.50 and less an Underwriter's discount of \$275,124.91). The Underwriter is committed to purchase all of the Bonds, if any Bonds are purchased. The obligation of the Underwriter to purchase the Bonds is subject to a number of terms and conditions set forth in a Bond Purchase Agreement among the Issuer, the Borrower and the Underwriter. The Underwriter has advised the Issuer that it intends to make a public offering of the Bonds at the prices set forth on the inside front cover page hereof. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the

Bonds into investment trusts) and others at prices lower than the offering price stated on the inside front cover page hereof.

Citigroup Inc., parent company of Citigroup Global Markets Inc., an underwriter of the Bonds, has entered into a retail brokerage joint venture with Morgan Stanley & Co. Incorporated. As part of the joint venture, Citigroup Global Markets Inc. will distribute municipal securities to retail investors through the financial advisor network of a new broker-dealer, Morgan Stanley Smith Barney LLC. This distribution arrangement became effective on June 1, 2009. As part of this arrangement, Citigroup Global Markets Inc. will compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

RATINGS

Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") has assigned its municipal bond rating of "A+" to the Bonds. Such rating reflects only the view of S&P. An explanation of the significance of the rating given by S&P may be obtained from S&P at 55 Water Street, New York, New York 10041, (212) 438-2124. There is no assurance that such rating will be maintained for any given period of time or that such rating may not be revised upward, downward or withdrawn entirely by S&P if, in its judgment, circumstances warrant. Any such downward change in or withdrawal of such rating may have an adverse effect on the market price of such Bonds.

STRUCTURING AGENT

Becker Capital & Finance, New York, New York, serves as structuring agent to the Borrower in connection with the issuance of the Bonds. Becker Capital & Finance is an independent structuring agent and is not engaged in the business of underwriting, trading or distributing municipal or public securities. Becker Capital and Finance has not conducted a detailed investigation of the affairs of the Borrower to determine the completeness or accuracy of this Official Statement. Because of its limited participation, Becker Capital & Finance has not independently verified any of the data contained in this Official Statement and has no responsibility for the accuracy or completeness thereof.

MISCELLANEOUS

All references in this Official Statement to the Indenture, the Loan Agreement or other documents or official acts do not purport to be complete and are qualified in their entirety by said documents. All references to the Bonds and information with respect thereto are qualified in their entirety by the exact terms of the Indenture, documents, or official acts, copies of which are available from the Issuer, upon request, for full and complete statements of their provisions.

So far as any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact, and no representation is made that any of such statements will be realized. The agreements of the Issuer with the holders of the Bonds are fully set forth in the Indenture, and neither this Official Statement nor any statement which may have been made verbally or in writing is to be constructed as a contract with the holders of the Bonds.

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APPENDIX A

SUMMARY OF CERTAIN DOCUMENTS AND DEFINITIONS OF CERTAIN TERMS

DEFINITIONS AND SUMMARIES OF PRINCIPAL DOCUMENTS

DEFINITIONS

Certain words and terms used in this Official Statement are defined herein. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms in this Official Statement.

"Additional Bonds" means the additional parity Bonds authorized to be issued by the Issuer pursuant to the terms and conditions of the Indenture.

"Additional Loan Payments" means the loan payments payable by the Borrower, described under the subheading "Additional Loan Payments" in the Agreement.

"Additions" or *"Alterations"* means modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on, or to the Project (other than routine repair or maintenance), including any and all machinery, furnishings, and equipment therefor.

"Affiliate" means any Person (a) directly or indirectly controlling, controlled by, or under common control with the Borrower; or (b) a majority of the members of the Directing Body of which are members of the Directing Body of the Borrower. For purposes of this definition, control means with respect to: (a) a corporation having stock, the ownership, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation; (b) a not for profit corporation not having stock, having the power to elect or appoint, directly or indirectly, a majority of the members of the Directing Body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Directing Body, by contract or otherwise. For the purposes of this definition, "Directing Body" means with respect to: (a) a corporation having stock, such corporation's board of directors and owners, directly or indirectly, of more than 50% of the securities (as defined in Section 2(1) of the Securities Act of 1933, as amended) of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the directors of such corporation (both of which groups shall be considered a Directing Body); (b) a not for profit corporation not having stock, such corporation's members if the members have complete discretion to elect the corporation's directors, or the corporation's directors if the corporation's members do not have such discretion; or (c) any other entity, its governing body or board. For the purposes of this definition, all references to directors and members shall be deemed to include all entities performing the function of directors or members however denominated.

"Authorized Borrower Representative" means the person or persons at the time designated to act on behalf of the Borrower by written Bond furnished to the Issuer and the Trustee, containing the specimen signature of such person and signed on behalf of the Borrower by the Sole Member, as manager of the Borrower. Such Bond or any subsequent or supplemental Bond so executed may designate an alternate or alternates.

"Authorized Issuer Representative" means the person or persons at the time designated to act on behalf of the Issuer by written Bond furnished to the Borrower and the Trustee, containing the specimen signature of such person and signed on behalf of the Issuer by the Chairman or the Vice Chairman of the Issuer. Such Bond or any subsequent or supplemental Bond so executed may designate an alternate or alternates.

"Available Monies" means monies which are continuously on deposit with the Trustee or the paying agent in trust for the benefit of the Owners in a separate and segregated account in which only Available Monies are held and which constitute (i) proceeds of the Series 2009 Bonds received contemporaneously with the issuance, delivery and sale of the Series 2009 Bonds, (ii) other monies held in any fund created under the Indenture that have been continuously on deposit in trust with the Trustee or the paying agent for the benefit of the Owners for a period of one hundred twenty-three (123) consecutive days during and prior to which no petition in bankruptcy under the United States Bankruptcy Code has been filed by or against the Issuer or the Borrower and no similar proceedings have been instituted under State insolvency or other laws affecting creditors' rights generally, (iii) proceeds of a municipal bond insurance policy or another credit facility or letter of credit, (iv) funds for which the Trustee and any rating agency then maintaining a rating on the Series 2009 Bonds have received a written opinion of Independent Counsel nationally recognized in bankruptcy matters and acceptable to the Trustee, and any rating agency then maintaining a rating on the Series 2009 Bonds, to the effect that payment of such monies to the Owners would not constitute a voidable preference under Section 547 of the United States Bankruptcy Code or under applicable State

law if the Issuer or the Borrower were to become a debtor under the United States Bankruptcy Code or under applicable State law, or (v) the earnings on, and other proceeds of, investment of funds qualifying as Available Monies under the foregoing clauses.

"Basic Loan Payments" means the loan payments payable by the Borrower to the Issuer, described under the subheading "Basic Loan Payments" in the Agreement.

"Bond Counsel" means Independent Counsel nationally recognized as experienced in matters relating to the exclusion from gross income for federal tax purposes of interest on obligations of states and political subdivisions and which is reasonably acceptable to the Issuer and the Trustee.

"Bond Documents" means, collectively, the Agreement, the Series 2009 Note, the Indenture, the Security Deed, the Bond Purchase Agreement, the Ground Lease, the Rental Agreement, the Continuing Disclosure Certificate, and the Tax Agreement.

"Bond Fund" means the fund created in the Indenture.

"Bond Resolution" means the resolution or resolutions enacted by the Governing Body of the Issuer authorizing the issuance and sale of the Series 2009 Bonds and the security therefor.

"Bond Year" means the twelve-month period beginning on July 2 of each calendar year and ending on July 1 of the next succeeding calendar year.

"Bonds" means the Series 2009 Bonds and any Additional Bonds.

"Business Day" means any day other than a day on which (a) banks located in the city in which the principal corporate trust office of the Trustee is located are authorized or required by law to close, or (b) The New York Stock Exchange or the payment system of the Federal Reserve System is closed.

"Capitalized Interest" means amounts deposited to pay interest on Indebtedness and interest earned on such amounts to the extent that such interest earned is required to be applied to pay interest on Indebtedness.

"Closing Date" means the date of issuance and delivery of the Series 2009 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable and binding Treasury Regulations, including Treasury Regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Series 2009 Bonds under the Code and under the statutory predecessor of the Code and any successor provisions to the relevant provisions of the Code or Treasury Regulations.

"Condemnation Fund" means the fund created in the Indenture.

"Consulting Architect" means the architect or architectural firm at the time employed by the Borrower and designated by written Bond furnished to the Trustee and signed on behalf of the Borrower by an Authorized Borrower Representative. The Consulting Architect shall be registered and qualified to practice under the laws of the State and shall not be a full-time employee of the Issuer or the Borrower.

"Controlled Group" means a group of entities directly or indirectly controlled by the same entity or group of entities. An entity or group of entities (the "controlling entity") directly controls another entity (the "controlled entity"), in general, if it possesses either of the following rights or powers and the rights or powers are discretionary and non-ministerial:

- (i) The right or power both to approve and to remove without cause a controlling portion of the governing body of the controlled entity; or
- (ii) The right or power to require the use of funds or assets of the controlled entity for any purpose of the controlling entity.

A controlling entity indirectly controls all entities controlled, directly or indirectly, by an entity controlled by such controlling entity.

"Costs of the Project" means those costs and expenses in connection with the acquisition of the Project and any improvements thereto permitted by the Act to be paid or reimbursed from Series 2009 Bond proceeds including, but not limited to, the following:

(a) payment of (i) the cost of the preparation of plans and specifications (including any preliminary study or planning of any improvements to the Project or any aspect thereof), (ii) the cost of acquisition and construction of land and any improvements and all construction, acquisition, and installation expenses required to provide utility services or other facilities and all real or personal properties deemed necessary in connection with any improvements (including development, architectural, engineering, and supervisory services with respect to any of the foregoing), (iii) Capitalized Interest, and (iv) any other costs and expenses relating to the Project and any improvements;

(b) payment of the costs of any improvements including all costs incident thereto, payment for labor, services, materials, and supplies used or furnished in site improvement and in the construction of the Project, including all costs incident thereto, payment for the cost of the construction, acquisition, and installation of utility services or other facilities, payment for all real and personal property deemed necessary in connection with the Project, payment of consulting and development fees payable to the Borrower or others, and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond;

(c) payment to the Trustee, as such payments become due, of the reasonable fees and expenses of the Trustee other than its initial fee (as Trustee, bond registrar, and paying agent) and of any paying agent properly incurred under the Indenture that may become due during the period of any construction;

(d) to such extent as they shall not be paid by a contractor for construction or installation with respect to any part of any improvements, payment of the premiums on all insurance required to be taken out and maintained during the period of any construction under the Agreement;

(e) payment of the taxes, assessments, and other charges, if any, referred to in Section 6.03 hereof that may become payable during the period of any construction;

(f) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to any improvements;

(g) payment of the fees or out-of-pocket expenses of the Borrower, if any, including, but not limited to, architectural, engineering, and supervisory services with respect to any improvements;

(h) payment of the fees or out-of-pocket expenses, if any, of those providing services with respect to any improvements, including, but not limited to, architectural, engineering, and supervisory services;

(i) payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it for any of the items set forth in (a) through (h) above; and

(j) payment of any other costs and expenses relating to the Project which would constitute a "cost" or "expense" permitted to be paid by the Issuer under the Act.

"Debt Service" means the aggregate principal (whether at maturity or pursuant to mandatory redemption requirements), interest payments and other payments of the Borrower on Long-Term Indebtedness during the period in question.

"Debt Service Coverage Ratio" means, for any period, the ratio of Revenue Available for Debt Service to Debt Service.

"Debt Service Reserve Fund" means the fund created in the Indenture.

"Debt Service Reserve Requirement" means with respect to the Series 2009 Bonds the sum of \$3,091,502.47 and with respect to any Additional Bonds the least of (i) 10% of the original face amount of any Additional Bonds, (ii) 125% of the average annual Debt Service on any Additional Bonds, or (iii) the Maximum Annual Debt Service on any Additional Bonds in any Bond Year, provided, however, that the amount of principal due in any Bond Year shall be determined, in the case of Bonds subject to mandatory redemption pursuant to Section 304(c) of the Indenture and similar provisions in any supplemental indenture, by the principal amount of Bonds to be redeemed by mandatory redemption in such Bond Year.

"Debt Service Reserve Surety Bond" means a surety bond or irrevocable letter of credit delivered to the Trustee and credited to the Debt Service Reserve Fund in lieu of or in partial substitution for money and securities on deposit therein satisfying the requirements of Section 505 of the Indenture.

"Defaulted Interest" means any interest on any Bond which is due and payable, but which is not punctually paid or duly provided for on any Interest Payment Date.

"Environmental Laws" means Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA"), the Clean Air Act, the Clean Water Act, including all amendments to such Acts, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any petroleum, petroleum byproduct (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid hydrocarbons, regardless of specific gravity) natural or synthetic gas, products and/or hazardous substance or material, toxic or dangerous waste, substance or material, pollutant or contaminant, as may now or at any time hereafter be in effect.

"Event of Default" means any of the events specified in the Agreement.

"Expenses" mean, for any period, the aggregate of all expenses calculated under GAAP, including any payments required under a Reimbursement Agreement, but excluding (i) extraordinary expenses (including without limitation losses on the sale of assets other than in the ordinary course of business and losses on the extinguishment of debt or termination of pension plans), (ii) any expenses resulting from a forgiveness of or the establishment of reserves against Indebtedness of an Affiliate which does not constitute extraordinary expense, and (iii) losses resulting from any reappraisal, revaluation, or write-down of assets.

"Extraordinary Services of the Trustee" and *"Extraordinary Expenses of the Trustee"* mean all reasonably necessary services rendered and all reasonably necessary expenses incurred by the Trustee under the Indenture after an Event of Default, including reasonable counsel fees other than Ordinary Services of the Trustee and the Ordinary Expenses of the Trustee.

"Favorable Opinion of Bond Counsel" means, with respect to any action the taking of which requires such an opinion, an unqualified opinion of Bond Counsel to the effect that such action will not impair the exclusion of interest on the Tax-Exempt Bonds from gross income for purposes of federal income taxation (subject to the inclusion of any exceptions contained in the opinion delivered upon the original issuance of the Series 2009 Bonds).

"Financial Consultant" means a firm of consultants, knowledgeable in the operation and financial affairs of businesses operating projects such as the Project, reasonably acceptable to the Trustee, which is to be employed by the Borrower to make reports with respect to rents, operating expenses, and operations and to provide other functions and duties provided for in the Agreement.

"Fiscal Year" means any period of 12 consecutive months adopted by the Borrower as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the next calendar year.

"GAAP" means those principles of accounting set forth in pronouncements of the Financial Accounting Standards Board and its predecessors or pronouncements of the American Institute of Certified Public Accountants or those principles of accounting which have other substantial authoritative support and are applicable in the circumstances as of the date of application, as such principles are from time to time supplemented or amended.

"Governing Body" means with respect to the Issuer the members of the Issuer and with respect to the Borrower the directors of the Borrower.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which when due are unconditionally guaranteed by the United States of America.

"Ground Lease" means the Ground Lease, dated as of August 20, 2009, between the Borrower and the Board of Regents of the University System of Georgia relating to the Project and any amendments or supplements thereto and any substitute or restated ground lease.

"Hazardous Materials" means petroleum, petroleum byproducts (including but not limited to, crude oil, diesel oil, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, and all other liquid

hydrocarbons, regardless of specific gravity), natural or synthetic gas products and/or any hazardous substance or material, waste, pollutant or contaminant, defined as such in (or for the purposes of) the Environmental Laws.

"Indebtedness" means with respect to the Borrower (i) all indebtedness, whether or not represented by bonds, debentures, notes, or other securities, for the repayment of money borrowed, (ii) all deferred indebtedness for the payment of the purchase price of properties or assets purchased, (iii) all guaranties, endorsements (other than endorsements in the ordinary course of business), assumptions, and other contingent obligations in respect of, or to purchase or to otherwise acquire, indebtedness of others, (iv) all indebtedness secured by a mortgage, pledge, security interest, or lien existing on property owned which is subject to such mortgage, pledge, security interest, or lien, whether or not the indebtedness secured thereby shall have been assumed, and (v) all capitalized lease obligations; provided, however, that for the purpose of computing Indebtedness, there shall be excluded any particular Indebtedness if, upon or prior to the maturity thereof, there shall have been deposited with the proper depository in trust the necessary funds (or direct obligations of the United States of America not redeemable by the issuer) for the payment, redemption, or satisfaction of such Indebtedness, and thereafter such funds and such direct obligations of the United States of America so deposited shall not be included in any computation of the assets of the Borrower and the income derived from such funds and such direct obligations of the United States of America so deposited shall not be included in any computation of the income of the Borrower.

"Independent Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state of the United States and not in the full-time employment of the Issuer or the Borrower.

"Insurance Consultant" means any Person, which is not the Borrower or an Affiliate of the Issuer or the Borrower, appointed by the Borrower, which is qualified to survey risks and to recommend insurance coverage for university facilities and organizations engaged in like operations as that of the Borrower in the State and who has a favorable reputation for skill and experience in such surveys and such recommendations and which may be a broker or agent with whom the Borrower or Issuer transacts business.

"Insurance Fund" means the fund created in the Indenture.

"Interest Payment Date" means January 1 and July 1 of each year, commencing January 1, 2010, in the case of Series 2009 Bonds, and the dates on which interest is scheduled to be paid, in the case of Additional Bonds.

"Issuance Cost Fund" means the fund created in the Indenture.

"Issuance Costs" means:

(a) the initial or acceptance fee of the Trustee, the fees and taxes for recording and filing the Security Deed, financing statements, and any title curative documents that either the Trustee or Independent Counsel may reasonably deem desirable to file for record in order to perfect or protect the title of the Borrower to the Project or the lien or security interest created or granted by the Security Deed, and the reasonable fees and expenses in connection with any actions or proceedings that either the Trustee or Independent Counsel may reasonably deem desirable to bring in order to perfect or protect the lien or security interest created or granted by the Security Deed ;

(b) the costs of legal fees and expenses, including counsel to the Issuer, the Borrower, the Trustee, and Underwriter and Bond Counsel, underwriter's spread, underwriting fees, financing costs, Issuer's fees and expenses, financial advisor's fees, accounting fees and expenses, consulting fees, Trustee's fees, paying agent and certifying and authenticating agent fees, publication costs, title insurance premiums, and printing and engraving costs incurred in connection with the authorization, sale, issuance, and carrying of Bonds, and preparation of the Bond Documents and all other documents in connection therewith; and

(c) other costs in connection with the issuance of Bonds permitted by the Act to be paid or reimbursed from Bond proceeds.

"Issue Date" means the date of issuance of any Bonds.

"Loan" means the loan of the proceeds of Bonds by the Issuer to the Borrower pursuant to the Agreement which is evidenced by the Notes.

"Loan Payments" means the loan payments payable by the Borrower described in the Agreement.

"Long-Term Indebtedness" means any Indebtedness other than Short-Term Indebtedness.

"Majority Bondowners" means, at the time of determination, the Owners of a majority in principal amount of Bonds then Outstanding.

"Maximum Annual Debt Service" means the maximum annual Debt Service that will come due in any Bond Year, provided, however, that the amount of principal due in any Bond Year shall be determined, in the case of Bonds subject to mandatory redemption pursuant to the Indenture and similar provisions in any supplemental indenture, by the principal amount of Bonds to be redeemed by mandatory redemption in such Bond Year. For purposes of determining Maximum Annual Debt Service, Debt Service on the final maturity of any Long-Term Indebtedness shall be excluded to the extent of the amount on deposit in any debt service reserve fund related to such Long-Term Indebtedness and available to pay Debt Service on such final maturity.

"Net Proceeds," when used with respect to any insurance or condemnation award or with respect to any other recovery on a contractual claim or claim for damage to or for taking of property, means the gross proceeds from the insurance or condemnation award or recovery remaining after payment of all expenses (including attorneys' fees and any Extraordinary Expenses of the Trustee) incurred in the collection of such gross proceeds.

"Notes" means the Series 2009 Note and any promissory note issued in connection with Additional Bonds.

"Operation and Maintenance Reserve Fund" means the fund created in the Indenture.

"Operation and Maintenance Reserve Requirement" means the estimated expenses of operating and maintaining the Project for the succeeding three calendar months, as established in the current annual budget of the Borrower with respect to the Project.

"Ordinary Services of the Trustee" and *"Ordinary Expenses of the Trustee"* mean those reasonable services rendered and those reasonable expenses incurred by the Trustee in the performance of its duties under the Indenture of the type ordinarily performed by corporate trustees under like indentures, including reasonable counsel fees.

"Outstanding Bonds" or *"Bonds Outstanding"* or *"Outstanding"* means all Bonds that have been duly authenticated and delivered by the Trustee under the Indenture, except:

- (a) Bonds theretofore canceled or required to be canceled by the Trustee,
- (b) Bonds which are deemed to have been paid in accordance with Article IX of the Indenture, and
- (c) Bonds in substitution for which other Bonds have been authenticated and delivered under the Indenture.

If the Indenture shall be discharged pursuant to the terms thereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes, special assessments, and other charges not then delinquent or for taxes, assessments, and other charges being contested in accordance with the Agreement, (ii) the Bond Documents, (iii) presently existing utility, access, and other easements and rights of way, restrictions, and exceptions described in the Title Policy, (iv) inchoate mechanics' and materialmen's liens which arise by operation of law, but which have not been perfected by the required filing of record, for work done or materials delivered after the date of recording the Security Deed in connection with Additions or Alterations, (v) the mechanics' and materialmen's liens being contested in accordance with the Agreement, (vi) the subordination and the easements permitted under the Agreement, (vii) liens or encumbrances securing the Series 2009 Bonds and Additional Bonds permitted by the Indenture, and (viii) mortgages and purchase money security interests (including, without limitation, financing leases) in after acquired property of the Borrower which becomes part of the Project securing Indebtedness permitted by the Agreement.

"Permitted Investments" means any of the following securities:

- (i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State;
- (ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

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

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

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

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

(vii) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

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

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

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

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

"Person" means natural persons, firms, associations, trusts, partnerships, corporations, limited liability companies, public bodies, and similar entities.

"*Project*" means the student center project consisting of an approximately 80,000 square foot student center building and related amenities.

"*Project Fund*" means the fund created in the Indenture.

"*Rating Agency*" means whichever of Fitch, Moody's, or S&P is, at the time of determination, rating the Series 2009 Bonds.

"*Rebate Fund*" means the fund created in the Indenture.

"*Regular Record Date*" means the 15th day of the month (whether or not a Business Day) that immediately precedes each Interest Payment Date.

"*Reimbursement Agreement*" means a reimbursement agreement between the Borrower and the provider of a Debt Service Reserve Surety Bond.

"*Related Person*" means any member of the same Controlled Group as the Issuer or the Borrower.

"*Rental Agreement*" means the Rental Agreement, dated as of August __, 2009, between the Borrower and the Board of Regents of the University System of Georgia.

"*Repair, Replacement and Maintenance Fund*" means the fund created in the Indenture.

"*Repair, Replacement and Maintenance Requirement*" means the amounts shown in the Indenture.

"*Requesting Bondholder*" shall mean on any date, any Bondholder who has filed with the Trustee a request to receive information with respect to the Project and the Series 2009 Bonds.

"*Reserve Loan Payments*" means the loan payments payable by the Borrower to the Trustee, described under the subheading "Reserve Loan Payments" in the Agreement.

"*Revenue Available For Debt Service*" means, for any period, the excess of Revenues over Expenses of the Borrower, plus amounts deducted in arriving at such excess of Revenues over Expenses for (i) interest on Indebtedness other than Short-Term Indebtedness, (ii) depreciation, (iii) amortization, (iv) any interest earnings on the Debt Service Reserve Fund, or (v) any other noncash Expenses.

"*Revenue Fund*" means the fund created in the Indenture.

"*Revenues*" means, for any period, the sum of (a) the rents, including payments under the Rental Agreement, plus (b) other operating revenues, plus (c) non-operating revenues (other than contributions, income derived from the sale of assets not in the ordinary course of business or any gain from the extinguishment of debt, termination of pension plans, or other extraordinary items or earnings which constitute Capitalized Interest or earnings on amounts which are irrevocably deposited in escrow to pay the principal of or interest on Indebtedness), plus (d) Unrestricted Contributions, all as determined in accordance with GAAP, but excluding in any event (x) any gains on the sale of or other disposition of investments or fixed or capital assets not in the ordinary course of business, and (y) earnings resulting from any reappraisal, revaluation, or write-up of assets and (z) contributions from any Affiliate.

"*Security Deed*" means, collectively, the Leasehold Deed to Secure Debt, Assignment of Rents and Leases, and Security Agreement dated as of August 1, 2009 from the Borrower to the Issuer and the Assignment of Leasehold Deed to Secure Debt, Assignment of Rents and Leases, and Security Agreement dated as of August 1, 2009 from the Issuer to the Trustee, as the same may be amended or supplemented from time to time in accordance with the provisions of the Indenture.

"*Series 2009 Bonds*" means the revenue bonds designated "Joint Development Authority of DeKalb County, Newton County and Gwinnett County Revenue Bonds (GGC Student Center, LLC Project) Series 2009," in the aggregate principal amount of \$32,680,000, to be issued pursuant to the Indenture.

"*Short-Term Indebtedness*" means any Indebtedness maturing not more than 365 days after it is incurred or which is payable on demand, except for any such Indebtedness which is renewable or extendable at the sole option of the debtor to a date more than 365 days after it is incurred, or any such Indebtedness, which, although payable within 365 days, constitutes payments required to be made on account of Indebtedness expressed to mature more than 365 days after it was incurred.

"*Special Record Date*" means the date fixed by the Trustee for the payment of any Defaulted Interest pursuant to Section 208 of the Indenture.

"*State*" means the State of Georgia.

"*Surplus Fund*" means the fund created in the Indenture.

"*Tax Agreement*" means the Tax and Non-Arbitrage Certificate of the Borrower dated the Closing Date.

"*Tax-Exempt Bonds*" means the Series 2009 Bonds and any other Bonds that as originally issued were the subject of an opinion of Bond Counsel to the effect that the interest thereon is excluded from the gross income of the Owners thereof for federal income tax purposes.

"*Tax-Exempt Organization*" means (i) a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation under Section 501(a) of the Code, and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect, or (ii) a "governmental unit" as that term is used in Sections 103 and 145 of the Code.

"*Title Policy*" means title insurance in the form of an ALTA leasehold mortgagee's title policy issued by a title insurance company acceptable to the Underwriter and Trustee, in the face amount of at least \$32,680,000, insuring that the Trustee has a valid lien in the Premises subject only to Permitted Encumbrances.

"*Trust Estate*" means any and all property subject to the operation of the granting clauses of the Indenture.

"*Unassigned Rights*" means all of the rights of the Issuer to receive reimbursements and payments pursuant to the applicable provisions of the Agreement, to be named as an additional insured pursuant to the applicable provisions of the Agreement, to receive notices pursuant to the applicable provisions of the Agreement, to receive the documents to be furnished to the Issuer and to be held harmless and indemnified pursuant to the applicable provisions of the Agreement.

"*Unrestricted Contributions*" means contributions that are not restricted in any way, which would prevent their application to the payment of Debt Service on Indebtedness of the Person receiving such contributions.

SUMMARIES OF PRINCIPAL DOCUMENTS

THE LOAN AGREEMENT

Introduction

The Loan Agreement is a contract that provides for the loan of the proceeds of the Series 2009 Bonds by the Issuer to the Borrower to finance the costs of acquiring, constructing, and installing the Project. The following is a summary, which does not purport to be comprehensive or definitive, of certain provisions of the Loan Agreement.

The Loan

The Issuer has agreed to lend to the Borrower, and the Borrower has agreed to borrow from the Issuer, the proceeds of the sale of the Series 2009 Bonds for the purposes of financing the Costs of the Project, the Debt Service Reserve Fund and Issuance Costs in accordance with the terms and conditions of the Agreement and the Indenture. The deposit of the proceeds of the sale of the Series 2009 Bonds as provided in the Indenture shall constitute the loan of such proceeds from the Issuer to the Borrower. Such proceeds shall be applied as provided in the Indenture. The Borrower has agreed to repay the Loan as provided in the Agreement.

Security for Payments Under the Agreement

As security for the payments required to be made to the Issuer under the Agreement, the Borrower shall, prior to or contemporaneously with the execution and delivery of the Agreement, execute and deliver the Security Deed.

Loan Payments and Other Amounts Payable

Basic Loan Payments: The Loan shall be repayable as provided in the Series 2009 Note, but solely from the sources specified therein.

Simultaneously with the issuance of any Additional Bonds, additional promissory notes of the Borrower shall be delivered to the Issuer and endorsed to the Trustee without recourse or warranty to cover the payment of principal of, premium, if any, and interest on any Additional Bonds.

Reserve Loan Payments: The Debt Service Reserve Fund will be funded in an amount equal to the Debt Service Reserve Requirement for the purpose of paying principal of, premium, if any, and interest on the Series 2009 Bonds as the same become due if there should be insufficient funds for said purpose in the Bond Fund. If any funds from the Debt Service Reserve Fund are withdrawn or if there is a diminution in value of the investments held in the Debt Service Reserve Fund or any net losses result from the investment of amounts held in the Debt Service Reserve Fund such that the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the Borrower will, beginning on the twentieth (20th) day of the month following notice of such withdrawal, diminution in value, or losses, and on the twentieth (20th) day of each month thereafter, in addition to any other loan payments which may be due, make twelve (12) equal consecutive monthly loan payments as Reserve Loan Payments to the Trustee for deposit into the Debt Service Reserve Fund, each equal to one-twelfth (1/12th) of the amount of such withdrawals, diminution in value, or losses, subject to a credit for earnings retained in, or deposits other than required by this paragraph, made to the Debt Service Reserve Fund during such period. While the Debt Service Reserve Fund is funded by a Debt Service Reserve Surety Bond, Reserve Loan Payments will be applied first to reimburse the provider of such Debt Service Reserve Surety Bond pursuant to the applicable Reimbursement Agreement for payments under the Debt Service Surety Bond on a pro rata basis with any other similar funding instrument held on deposit therein following which the covered amount related to such Debt Service Reserve Surety Bond will be reinstated to the extent required thereunder. Payment of Reserve Loan Payments will be made by deposits to the Debt Service Reserve Fund from the Revenue Fund pursuant to the Indenture.

Additional Loan Payments: The Borrower agrees to pay (i) to the Trustee until the principal of, premium, if any, and interest on the Series 2009 Bonds has been fully paid (1) for deposit in the Repair, Replacement and Maintenance Fund on or prior to each June 15th and December 15th beginning on the June 15th or December 15th next following the Commencement Date (as defined in the Rental Agreement), the Repair, Replacement and Maintenance Requirement as shown in the Indenture, (2) in the event that the Rental Agreement is terminated, for deposit in the Operation and Maintenance Reserve Fund on or before the first (1st) day of each month commencing with the first month after the Completion Date for the Project, the amount necessary to meet the Operation and Maintenance Reserve Requirement, (3) the annual fee of the Board of Regents, (4) an amount equal to the annual fee of the Trustee for Ordinary Services of the Trustee rendered and Ordinary Expenses of the Trustee incurred under the Indenture, as and when the same become due, (5) reasonable fees, costs and charges of the Trustee, as bond registrar and paying agent, and of any other paying agents on the Series 2009 Bonds for acting as paying agents as provided in the Indenture, as and when the same become due, (6) the reasonable fees and charges of the Trustee for the necessary Extraordinary Services of the Trustee rendered by it and Extraordinary Expenses of the Trustee incurred by it under the Indenture, as and when the same become due; provided, that the Borrower may, without creating a default hereunder, contest in good faith the necessity for any such Extraordinary Services of the Trustee and the Extraordinary Expenses of the Trustee and the reasonableness of any such fees, charges, or expenses, (7) fees of any Rating Agency and (8) any other related fees and expenses, (ii) an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer hereunder, including but not limited to the reasonable fees and expenses of counsel for the Issuer, (iii) all reasonable fees of Bond Counsel in connection with rendering opinions after the issuance of the Series 2009 Bonds that are contemplated by the Agreement and the Indenture.

Should the Borrower fail to make any of the payments required in the above paragraphs, the item or installment so in default will continue as an obligation of the Borrower until the amount in default shall have been fully paid and shall bear interest at the highest rate of interest on the Series 2009 Bonds.

Nature of Obligations of Borrower Under the Agreement

The obligations of the Borrower to make the payments required in the Agreement and to perform and observe any and all of the other covenants and agreements on its part contained in the Agreement will be a general obligation of the Borrower and will be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Issuer. In the Agreement the Borrower has agreed that it will not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in the Agreement, (ii) fail to observe any of its other agreements contained in the Agreement, the Notes or the Security Deed, or (iii) except as provided in the applicable provisions of the Agreement, terminate its obligations under the Agreement, the Notes or the Security Deed for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Borrower to occupy or to use the Project as contemplated in the Agreement or otherwise, any change or delay in the time of availability of the Project, any acts or circumstances which may impair or preclude the use of the Project, any defect in the title, design, operation, merchantability, fitness, or condition of the Project or in the suitability of the Project for the Borrower's purposes or needs, failure of consideration, any declaration or finding that any of the Series 2009 Bonds are unenforceable or invalid, the invalidity of any provision of the Agreement or any of the other Bond Documents, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Agreement.

Nothing contained in the Agreement shall be construed to release the Issuer from the performance of any of the agreements on its part contained in the Agreement. If the Issuer fails to perform any such agreement on its part, the Borrower may institute such action against the Issuer as the Borrower may deem necessary to compel performance so long as such action does not abrogate the Borrower's obligations under the Agreement. Furthermore, in the Agreement the Issuer has granted to the Borrower full authority on behalf of the Issuer to perform any covenant or obligation the nonperformance of which is alleged in any notice received by the Borrower to constitute a default under the Indenture, in the name and stead of the Issuer with full power to do and perform any and all things and acts to the same extent that the Issuer could do and perform such things and acts with power of substitution.

Agreement to Deposit Revenues

In the Agreement the Borrower has acknowledged that the Issuer has established a Revenue Fund with the Trustee under the Indenture. The Borrower has agreed that it will deliver all Revenues to the Trustee for deposit in the Revenue Fund upon receipt thereof. It is intended that the payments to be made by the Borrower under the Agreement shall be paid with such Revenues; provided, however, such deposit shall not diminish or otherwise affect the obligations of the Borrower under the Agreement unless such obligations are in fact paid or otherwise satisfied with such Revenues. The Borrower will cause rental payments under the Rental Agreement to be paid directly by the Board of Regents to the Trustee.

Depository Account

In the event the Rental Agreement is terminated or not renewed, the Borrower will establish a depository account (the "Depository Account") to be held separate and apart from all other accounts of the Borrower. The Borrower will deposit the Revenues, as the same are collected into the Depository Account. The Borrower will direct the depository of the Depository Account to transfer all amounts in the Depository Account to the Revenue Fund at least weekly (except Net Proceeds which the Borrower will direct to be transferred directly to the Insurance Fund or to the Condemnation Fund) and daily after the occurrence of an Event of Default under the Indenture. The Borrower will cause the depository of the Depository Account to enter into a written agreement, which will be satisfactory in form and substance to the Trustee pursuant to which the depository will agree that the amounts on deposit therein constitute Revenues that the depository holds on deposit in the Depository Account for the Trustee for the benefit of the Owners of the Series 2009 Bonds. Except for the operating account for the Project, the Borrower will not create any other accounts or deposit any moneys with a financial institution other than the financial institution holding the Depository Account.

Maintenance and Modification of Project by the Borrower

The Borrower has agreed in the Agreement that during the Agreement Term it will at its own expense (i) keep the Project in a safe condition, (ii) keep the Building and all other improvements forming a part of the Project in good repair and in good operating condition, making from time to time, subject to the provisions of the Agreement, all necessary and proper repairs thereto and renewals and replacements thereof, including external and structural repairs, renewals, and replacements, and (iii) use the Equipment in the regular course of its business only, within the normal capacity of the Equipment, without abuse, and in a manner contemplated by the manufacturer thereof, and cause the Equipment to be maintained in accordance with the manufacturer's then currently published standard maintenance contract and recommendations. The Borrower may, also at its own expense, from time to time make any Additions or Alterations to the Project it may deem desirable for its business purposes that do not, in the opinion of a Consulting Architect filed with the Trustee adversely affect the operation or value of the Project. Additions or Alterations to the Project so made by the Borrower will be on the Premises, will become a part of the Project, and will become subject to the lien of the Security Deed. Any contract for such Additions or Alterations which is in an amount in excess of \$1,000,000 will be made only by a contractor who furnishes performance and labor and material payment bonds in the full amount of such contract, made by the contractor thereunder as the principal and a surety company or companies rated "A" or higher by A. M. Best & Company, Inc. Such bonds will name the Borrower, the Issuer and the Trustee as obligees, and all Net Proceeds received under such bonds will be paid over to the Trustee and deposited in the Project Fund to be applied to the completion of the Additions or Alterations. Such money held by the Trustee in the Project Fund shall be invested from time to time, as provided in the Agreement.

The Borrower will execute a conditional assignment directing the architect who has prepared any plans and specifications for any Additions or Alterations to make available to the Trustee a complete set of the plans and specifications, which assignment shall be effective only upon an Event of a Default hereunder by the Borrower. Each construction contract executed by the Borrower for construction of any Additions or Alterations shall contain a provision that, or by separate agreement such contractors shall agree that, upon an Event of Default by the Borrower hereunder, said contracts with the contractors and/or sub-contractors will be deemed assigned to the Trustee should the Trustee so direct and in which case the Trustee shall be responsible for the carrying out of all the terms and conditions thereof in place of the Borrower in said contracts. The Borrower covenants to include such conditional assignments in all contracts and subcontracts executed for work to be performed on the Premises.

The Borrower has further agreed that at all times during the construction of Additions or Alterations which cost in excess of \$250,000 it will maintain or cause to be maintained in full force and effect Builder's Risk-Completed Value Form insurance to the full insurable value of such Additions or Alterations. The Borrower will not permit any mechanics' or materialmen's or other statutory liens to be perfected or remain against the Project for labor or materials furnished in connection with any Additions or Alterations so made by it, provided that it shall not constitute an Event of Default hereunder upon such lien being filed, if the Borrower will notify promptly the Trustee of any such liens, and the Borrower in good faith contests promptly such liens in accordance with Section 3.08 hereof; and in such event the Borrower may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

The Borrower will not do or permit others under its control to do any work in or about the Project or related to any repair, rebuilding, restoration, replacement, alteration of, or addition to the Project, or any part thereof, unless the Borrower will have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work will be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations, and requirements and in accordance with the requirements, rules, and regulations of all insurers under the policies required to be carried under the provisions of the Agreement.

Removal of Equipment

If no Event of Default under the Agreement shall have happened and be continuing, in any instance where the Borrower in its discretion determines that any items of Equipment or parts thereof have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Borrower may remove such items of Equipment or parts thereof from the Premises and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to the Issuer therefor, provided that the Borrower will:

(a) Substitute and install anywhere in the Building or on the Premises items of replacement equipment or related property having equal or greater value or utility (but not necessarily having the same function) in the operation of the Project for the purpose for which it is intended, provided such removal and substitution shall not impair the nature of the Project, all of which replacement equipment or related property will be free of all liens, security interests, and encumbrances (other than Permitted Encumbrances), will become subject to the security interest of the Security Deed, and will be held by the Borrower on the same terms and conditions as the items originally constituting Equipment, or

(b) In the case of: (i) the sale of any such Equipment, (ii) the trade-in of such Equipment for other machinery, furnishings, equipment, or related property not to become part of the Equipment and subject to the security interest of the Security Deed, or (iii) any other disposition thereof, the Borrower will pay to the Trustee the proceeds of such sale or disposition or an amount equal to the credit received upon such trade-in for deposit into the Bond Fund. In the case of the sale, trade-in, or other disposition of any such Equipment to the Borrower, or an Affiliate, the Borrower will pay to the Trustee an amount equal to the greater of the amounts and credits received therefor or the fair market value thereof at the time of such sale, trade-in, or other disposition (as certified by the Borrower, with evidence of the basis therefor) for deposit into the Bond Fund.

Except to the extent that amounts are deposited into the Bond Fund as provided in the preceding subsection (b), the removal from the Project of any portion of the Equipment pursuant to the provisions of the Agreement will not entitle the Borrower to any abatement or diminution of the Basic Loan Payments payable under the Agreement.

If prior to such removal and disposition of items of Equipment from the Building and the Premises, the Borrower has acquired and installed machinery, furnishings, equipment, or related property with its own funds which become part of the Equipment and subject to the security interest of the Indenture and which have equal or greater utility, but not necessarily the same functions, as the Equipment to be removed, the Borrower may take credit to the extent of the amount so spent by it against the requirement that it either substitute and install other machinery and equipment having equal or greater value or that it make payment to the Trustee for deposit into the Bond Fund.

The Borrower will report promptly to the Trustee each such removal, substitution, sale, or other disposition referred to in subsection (b) above and shall pay to the Trustee such amounts as are required by the provisions of subsection (b) above to be paid promptly into the Bond Fund after the sale, trade-in, or other disposition requiring such payment; provided, that no such report and payment need be made until the amount to be paid into the Bond Fund on account of all such sales, trade-ins, or other dispositions not previously reported in the aggregate has a value of at least \$50,000. All amounts deposited in the Bond Fund pursuant to the applicable sections of the Agreement shall be used to redeem Bonds pursuant to the Indenture. The Borrower will not remove, or permit the removal of, any of the Equipment from the Building or Premises except in accordance with the provisions of the Agreement.

Taxes, Other Governmental Charges, and Utility Charges

The Borrower will pay, as the same become due, (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment, furnishings, or other property installed by the Borrower thereon which, if not paid, will become a lien on the Project prior to or on a parity with the lien and security interest of the Security Deed or a charge on the revenues and receipts therefrom prior to or on a parity with the charge and security interest thereon and the pledge or assignment thereof to be created and made in the Security Deed and including all ad valorem taxes or payments in lieu of such taxes lawfully assessed upon the Project, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Project, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Borrower will be obligated to pay only such installments as are required to be paid during the Agreement Term.

If the Borrower first notifies the Trustee of its intention so to do, the Borrower may, at its own expense and in good faith, contest promptly any such taxes, assessments, and other charges in accordance with the Agreement and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom.

Insurance Required

Throughout the Agreement Term, the Borrower will keep the Project or cause the same to be kept continuously insured against such risks as are customarily insured against with respect to facilities of like size and type, as recommended by an Insurance Consultant paying as the same become due all premiums in respect thereto, including but not limited to:

(a) *Workers' Compensation Insurance.* The Borrower has agreed to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a Bond of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a Bond from the Georgia Board of Workers' Compensation stating the Board of Regents qualifies to pay its own workers' compensation claims. The Borrower will require all subcontractors performing work or occupying the Premises to obtain an insurance Bond showing proof of Workers' Compensation and will submit a Bond on the letterhead of the Borrower in the following language prior to the commencement of the construction Term:

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own workers' compensation insurance or are covered by the Borrower's workers' compensation insurance."

(b) *Employers' Liability Insurance.* The Borrower will also maintain Employers' Liability Insurance Coverage with limits of at least: (1) bodily injury by accident - \$1,000,000 each accident; and (2) bodily injury by disease - \$1,000,000 each employee.

The Borrower will require all contractors and subcontractors performing work or occupying the Premises to obtain an insurance Bond showing proof of Employers' Liability Insurance Coverage and will submit a Bond on the letterhead of the Borrower in the following language prior to the commencement of occupancy:

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own employers' liability insurance or are covered by the Borrower's employers liability insurance."

(c) *Commercial General Liability Insurance.* The Borrower will provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from Premises and operations liability, products and completed operations liability, personal injury liability, and contractual liability. The Commercial General Liability Insurance will provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. Fire Legal	\$1,000,000 per Occurrence
6. Blasting and Explosion	\$1,000,000 per Occurrence*
7. Collapse of Structures	\$1,000,000 per Occurrence*
8. Underground Damage	\$1,000,000 per Occurrence*
9. General Aggregate	\$2,000,000 per Project

*Required only during the term of any construction.

Additional requirements for Commercial General Liability Insurance:

(1) The policy will name as additional insureds the officers, members, and employees of the Borrower, the Board of Regents and the State of Georgia, but only with respect

to claims that arise out of the occupancy under the Agreement for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq. is not the exclusive remedy.

(2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.

(3) The policy or policies must be on an "occurrence" basis.

(4) The policy must include separate aggregate limits per project.

(d) *Commercial Business Automobile Liability Insurance.* The Borrower will provide Commercial Business Automobile Liability Insurance which will include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobiles. The Commercial Business Automobile Liability Insurance policy will provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional requirements for Commercial Business Automobile Liability Insurance:

(1) The policy will name as additional insureds the officers, members and employees of the Borrower, the Board of Regents and the State of Georgia, but only with respect to claims arising out of the occupancy under the Agreement for which the Georgia Tort Claims Act, O.C.G.A. § 50 21 20 *et seq.* is not the exclusive remedy.

(2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.

(e) *Commercial Umbrella Liability Insurance.* The Borrower will provide a Commercial Umbrella Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverage's and minimum limits stated in subparagraphs (i), (ii), (iii) and (iv) above shall be:

\$2,000,000 per Occurrence; and

\$2,000,000 aggregate.

Additional requirements for Commercial Umbrella Liability Insurance:

(1) The policy will name as additional insureds the officers, members, agents and employees of the Borrower, the Board of Regents and the State of Georgia, but only with respect to claims arising out of work or occupancy of the Premises under the Agreement for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq. is not the exclusive remedy.

(2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.

(3) The policy or policies must be on an "occurrence" basis.

(f) *Builders Risk Insurance.* During any period of construction only, the Borrower will provide a Builder's Risk Insurance Policy to be payable to the Board of Regents and the Borrower as their interest may appear. The policy amount will be equal to 100% of the improvements construction contract sum, written on a 1991 Causes of loss - Special Form, or its equivalent. All deductibles will be the sole responsibility of the Borrower or the contractor, and in no event shall the amount of any deductible exceed \$10,000. The policy will be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

(1) Furniture and equipment may be delivered to the insured premises and installed in place ready for use;

(2) Partial or complete occupancy by the Board of Regents or Borrower; and

(3) Performance of work in connection with construction operations insured by the Borrower or Board of Regents, by agents or subtenants other contractors of Borrower or Board of Regents, or by contractors of the Borrower or Board of Regents.

(g) *Property Insurance.* The Borrower will provide a Fire and Hazard Property Insurance Policy to be made payable to the Board of Regents and Borrower as their interests may appear. The policy amount will be equal to 100% of the replacement value of the improvements, written on 1991 Causes of Loss - Special Form, or its equivalent. All deductibles will be the sole responsibility of the Borrower, and in no event will the amount of any deductible exceed \$10,000.

(h) *Rental Interruption Insurance.* The Borrower will provide a Rental Interruption Insurance Policy. Such policy will provide coverage for full or partial interruption of rents for up to 24 months as a result of any abatement of rents (in whole or in part).

All insurance required by the Agreement shall be taken out and maintained in generally recognized responsible insurance companies rated not less than "A" by S&P or A.M. Best & Co., with a financial rating size of Class IX or larger, and qualified to issue such policies in the State of Georgia, selected by the Borrower and subject to the approval of the Trustee, which approval shall not be unreasonably withheld. All policies evidencing such insurance shall be subject to the approval of the Trustee, which approval shall not be unreasonably withheld. All such policies shall provide that such insurance may not be modified adversely to the interests of the Borrower the Insurer, or the Trustee or cancelled by the issuer thereof without at least thirty (30) days' written notice to the Borrower and the Trustee.

Advances by the Issuer or the Trustee

If the Borrower fails to maintain the insurance coverages required by the Agreement or fails to pay the taxes and other charges required to be paid by the Agreement or fails to keep the Building and Equipment in good repair and good operating condition, the Issuer or the Trustee may (but will be under no obligation to), after notifying the Borrower of its intention to do so, take out the required policies of insurance and pay the premiums on the same or pay the taxes or other charges or make the required repairs, renewals, and replacements, and all amounts so advanced therefor by the Issuer or the Trustee will become an additional obligation of the Borrower to the one making the advancement, which amounts, together with interest thereon from the date of payment at the rate charged prime corporate borrowers per annum on demand loans by the commercial lending department of the Trustee, the Borrower agrees to pay on demand and payment of which will be secured hereunder and by the Security Deed. Any remedy herein vested in the Issuer or the Trustee for the collection of loan payments will also be available to the Issuer and the Trustee for the collection of all such amounts so advanced. The Trustee will be under no obligation to make any such payment unless it is requested to do so by the owners of at least twenty-five percent (25%) in the aggregate principal amount of all Bonds then Outstanding and is provided with adequate funds paid in cash to the Trustee (from a source or sources approved by the Trustee) for the purpose of such payment.

Compliance with Rental Agreement and Ground Lease

In the Agreement, the Borrower has covenanted and agreed that during the Agreement Term it will comply with all of the provisions of the Rental Agreement and the Ground Lease. The Borrower will cause the Rental Agreement and the Ground Lease to remain in effect as long as any Series 2009 Bonds remain Outstanding.

Damage and Destruction

In the event the Project is damaged, by any cause whatever, as to be rendered unfit for occupancy by the College, and the Project is not thereafter repaired by the Borrower, resulting in the termination of the Rental Agreement, the Borrower has the option to redeem all of the Series 2009 Bonds, applying Net Proceeds of insurance to the cost of such redemption. All Net Proceeds of insurance will be deposited with the Trustee in the Insurance Fund.

In the event the Project is partially destroyed, by any cause whatever, but not rendered unfit for occupancy by the College, then the Borrower will, at the Borrower's expense and with reasonable promptness and dispatch, repair and restore the Project to substantially the same condition as before the damage. All Net Proceeds of insurance will be deposited with the Trustee in the Insurance Fund and will be disbursed in accordance with the Agreement to pay the costs of such repair and restoration.

Condemnation

In the event, during the Term of the Agreement, the whole of the Project is appropriated or taken by any municipal, county, State, federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the Project is used by the College for any purpose which is prohibited, resulting in the termination of the Rental Agreement, the Borrower will have the option to redeem all of the Series 2009 Bonds, applying Net Proceeds of such eminent domain or condemnation proceedings to the cost of such redemption.

In the event only a portion of the Project is acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Borrower will have the option to redeem a portion of the Series 2009 Bonds. All Net Proceeds of such eminent domain or condemnation proceedings will be deposited in the Condemnation Fund and will be (i) transferred to the Bond Fund to pay the costs of redeeming Bonds and/or (ii) disbursed in accordance with the Agreement to pay the costs of making all necessary alterations and repairs which will be required because of such partial acquisition.

Borrower to Maintain its Existence; Conditions Under Which Exceptions Permitted

In the Agreement, the Borrower has agreed that during the Agreement Term it shall maintain its legal existence as a Georgia limited liability company, shall not consolidate with or merge into another corporation or permit another corporation to consolidate with or merge into it, and shall not dissolve or otherwise dispose of all or substantially all of its assets. The Borrower may, without violating the agreement contained in the Agreement, consolidate, merge, sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting, or transferee Person (i) is authorized to do business in the State, (ii) is a domestic corporation, partnership, or other entity, or if a natural person, is a resident of the United States of America, (iii) assumes in writing all of the obligations of the Borrower under the Bond Documents, (iv) obtains all licenses and permits required by law to operate the Project, (v) obtains the consent of the Board of Regents to the assignment of the Rental Agreement to the transferee Person and (vi) delivers to the Trustee an opinion of Bond Counsel or a ruling of the Internal Revenue Service to the effect that such consolidation, merger, sale, or transfer will not cause the interest on any Tax-Exempt Bond to become includable in gross income for federal income tax purposes. The Borrower shall preserve and keep in full force and effect all licenses, accreditation, and permits necessary to the proper conduct of its business. The Issuer shall execute any documents and instruct the Trustee to execute any documents reasonably necessary to effectuate a consolidation, merger, sale, or transfer permitted hereby.

Operation of Project

In the Agreement, the Borrower has warranted that throughout the Agreement Term it will operate the Project (i) in such manner that it does not cease to be a qualifying "project" under the Act, and (ii) in such manner that does not cause the interest on any Tax-Exempt Bond to become includable in gross income for federal income tax purposes.

Permitted Indebtedness

In the Agreement, the Borrower has covenanted and agreed that, until all of its indebtedness and obligations under the Agreement have been fully paid and discharged, the Borrower will not, directly or indirectly, incur, assume, or guarantee any Indebtedness (secured or unsecured) except the following:

- (1) Indebtedness incurred as a result of the issuance of Additional Bonds;
- (2) Accounts payable and trade payables incurred in the ordinary course of business.

Rate Covenant

In the Agreement, the Borrower has covenanted and agreed to charge such rents, and to exercise such skill and diligence as will provide Revenue Available for Debt Service, together with other available funds, sufficient to pay promptly all expenses of operation, maintenance, and repair of the Project and to provide all payments required to be made by the Borrower under the Agreement.

Such rents in each Fiscal Year of the Borrower will be sufficient to produce a Debt Service Coverage Ratio of not less than (i) 1.00 in each Fiscal Year while the Rental Agreement is in effect or (ii) 1.20 in each Fiscal Year of

the Borrower while the Rental Agreement is not in effect, provided that principal and interest payable on any Indebtedness will not be included in the computation of Debt Service to the extent that such principal and interest is payable from the proceeds of any Indebtedness. If, based upon the annual financial statements of the Borrower required by the Agreement, for any Fiscal Year such Debt Service Coverage Ratio was not maintained, the Borrower has agreed to employ promptly a Financial Consultant for purposes of obtaining a report of such firm containing recommendations as to changes in the operating policies of the Borrower designed to maintain such Debt Service Coverage Ratio and to follow such recommendations. For purposes of calculating the Debt Service Coverage Ratio, any payments of principal and interest on any July 1 shall be included in the immediately preceding June 30 amounts. For purposes of calculating the Debt Service Coverage Ratio, any payments of principal and interest on any July 1 shall be included in the immediately preceding June 30 amounts. No default under this paragraph will occur if a Debt Service Coverage Ratio of at least 1.00 is maintained and if such recommendations are followed notwithstanding that such Debt Service Coverage Ratio is not subsequently reattained, but the Borrower will continue to be obligated to employ a Financial Consultant for such purpose until the required Debt Service Coverage Ratio is reattained.

Limited Purpose Covenants; Operating Agreement

The Borrower will not, (i) enter into any business or activity, hold any assets, or contract for, create, incur or assume any indebtedness or other liability, in each case other than as contemplated by the Agreement, the Indenture, the Security Deed or the construction documents related to the Project, (ii) issue any equity interests other than those existing on the date of the Agreement.

Assignment and Leasing

The rights and obligations of the Borrower under the Agreement may be assigned and delegated, and the Project may be leased by the Borrower, as a whole or in part, without the necessity of obtaining the consent of either the Issuer or the Trustee, provided the Board of Regents consents to the assignment or lease and consent to the assignment of the Rental Agreement to the assignee or lessee. No assignment or lease with any Person will be entered into by the Borrower without first furnishing to the Trustee an opinion of Bond Counsel or a ruling from the Internal Revenue Service to the effect that such assignment or lease will not cause the interest on any Tax-Exempt Bonds to become includable in gross income for federal income tax purposes.

Restrictions on Sale, Encumbrance, or Conveyance of the Project by the Borrower

In the Agreement, the Borrower has agreed that, except as set forth in certain provisions of the Agreement or the Indenture, it will not (1) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the Project during the Agreement Term, (2) permit any part of the Project or the Premises to become subject to any mortgage, lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, except for Permitted Encumbrances and student leases in the ordinary course of business or except as otherwise permitted under the Agreement, and (3) assign, transfer, or hypothecate (other than to the Trustee pursuant to the Security Deed) any rent (or analogous payment) then due or to accrue in the future under any lease of the Project or the Premises, except for Permitted Encumbrances or except as otherwise permitted the applicable provisions of the Agreement. Notwithstanding the foregoing, the Borrower may transfer the Project to the Board of Regents.

Release of Certain Land and Subordination; Granting of Easements

In addition to the rights granted under the applicable provisions of the Agreement, the parties the Agreement have reserved the right at any time and from time to time to (i) effect the release and removal from the Security Deed of any part (or interest in such part) of the Premises with respect to which the Borrower proposes to convey its interest in the Premises to the Board of Regents pursuant to the applicable provisions of the Ground Lease or lease to a public utility or public body in order that utility services or public services may be provided to the Project, or to effect the subordination of the lien of the Security Deed to rights granted to a public utility or public body in order that utility services or public services may be provided to the Project, (ii) grant easements, licenses, rights of way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property included in the Project, free from the lien of the Security Deed, or (iii) release existing easements, licenses, rights of way, and other rights or privileges with or without consideration; provided, that if at the time any such release, removal, or grant is made any of the Series 2009 Bonds are Outstanding and unpaid, the Borrower will deposit with the Trustee the following:

- (a) a copy of the relevant amendment to the Security Deed as executed;
- (b) a resolution of the Governing Body of the Borrower (i) giving an adequate legal description of that portion of the Premises to be released or subordinated, (ii) stating the purpose for which the Borrower desires the release or subordination and (iii) approving an appropriate amendment to the Security Deed;
- (c) a bond of the Borrower requesting such release or subordination to the effect that the Borrower is not in default under any of the provisions of the Agreement and that neither the Building nor any other improvements are located on a portion of the Premises with respect to which the release or subordination is to be granted, accompanied by a plat of survey of the Premises certified by a registered surveyor of the State depicting (i) the boundaries of the portion of the Premises with respect to which the release or subordination is to be granted, (ii) all improvements located on the property surveyed and the relation of the improvements by distances to the boundaries of the portion of such property with respect to which the release or subordination is to be granted, and (iii) all easements and rights of way with recording data and instruments establishing the same;
- (d) a copy of the instrument conveying the title to, leasing to or subordinating the lien of the Security Deed in favor of a public utility or public body or conveying to the Board of Regents under the Ground Lease; and
- (e) a Bond of a Consulting Architect, dated not more than sixty (60) days prior to the date of the release or subordination and stating that, in the opinion of the person signing such Bond, (i) the portion of the Premises so proposed to be released or with respect to which the subordination is proposed or with respect to which an easement, license or right of way is proposed to be granted is necessary or desirable in order to obtain utility services or public services to benefit the Project or is required to comply with Section 9.7 of the Ground Lease and (ii) the release or subordination so proposed to be made will not impair the usefulness of the Project as a student center facility or related facility and will not destroy the means of ingress thereto and egress therefrom.

If such release or subordination relates to a part of the Premises on which transportation or utility facilities are located, the Borrower will retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project as a student center facility or related facility. Any money consideration received in connection with the granting or release of any portion of the Premises or the subordination of the lien of the Security Deed pursuant to the applicable provisions of the Agreement will be deposited in the Bond Fund and used to redeem Bonds pursuant to the Indenture.

If all of the conditions of this Section are met, the Trustee will be authorized to release any such property from the lien of the Security Deed or subordinate such lien or execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, or other right or privilege.

No release or conveyance effected under the provisions of the Agreement will entitle the Borrower to any abatement or diminution of the loan payments payable under the Agreement.

Events of Default Defined

The following are "Events of Default" under the Agreement, and the terms "Event of Default" or "Default" mean, whenever they are used in the Agreement, any one or more of the following events:

- (a) The Borrower's failure to pay any Basic Loan Payment required to be paid under the Agreement at the times specified therein and continuing for a period of five (5) days after notice in the manner provided in the Agreement is given to the Borrower by either the Trustee or Issuer, that the payment referred to in such notice has not been received.
- (b) The Borrower's breach in any material respect of any representation or warranty contained in the Agreement or the Borrower's failure to observe, perform, or comply with any covenant, condition, or agreement in the Agreement on the part of the Borrower to be observed or performed (other than as referred to in subsection (a) above) for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrower by the Issuer or the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration, provided, however, that in the case of any such breach or default (other than a payment default) which

cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of one hundred eighty (180) days, it shall not constitute an Event of Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the breach or default is cured within one hundred eighty (180) days.

(c) The Borrower shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property or of the Project, (ii) fail to lift or bond (if legally permissible) promptly any execution, garnishment, or attachment of such consequence as will impair the ability of the Borrower to carry on its operations at the Project, (iii) enter into an agreement of composition with its creditors, (iv) admit in writing its inability to pay its debts as such debts become due, (v) make a general assignment for the benefit of its creditors, (vi) commence a voluntary case under the federal bankruptcy law or any similar law in effect in a foreign jurisdiction (as now or hereafter in effect), (vii) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (viii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law or any similar law in effect in a foreign jurisdiction, or (ix) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Borrower, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of ninety (90) days, whether consecutive or not.

(e) The occurrence and continuance of any other "Event of Default" under the Bond Documents or any material representation or warranty made by or on behalf of the Borrower herein or in any other Bond Documents or in any report, Bond, financial statement, or other instrument furnished pursuant hereto or thereto shall prove false, misleading, or incorrect in any material respect as of the date made.

Remedies on Default

Whenever any Event of Default shall have happened and be continuing, the Trustee as assignee of the Issuer, to the extent permitted by law, may take any one or more of the following remedial steps:

(a) The Trustee, as assignee of the Issuer, may at its option declare all unpaid installments of Basic Loan Payments and other amounts payable under the applicable provisions of the Agreement for the remainder of the Agreement Term to be immediately due and payable whereupon the same shall become immediately due and payable. Upon a declaration of acceleration by the Trustee under the Indenture, all unpaid Basic Loan Payments payable hereunder shall become immediately due and payable; provided, however, that if acceleration of the Series 2009 Bonds has been rescinded and annulled pursuant to the Indenture, acceleration of the Basic Loan Payments and other amounts payable under the applicable provisions of the Agreement required by the Agreement shall similarly be rescinded and annulled and the Event of Default occasioning such acceleration shall be waived, but no such waiver, rescission, and annulment shall extend to or affect any subsequent default or impair or exhaust any right, power, or remedy consequent thereon.

(b) If any of the Series 2009 Bonds at the time shall be outstanding and unpaid, the Trustee may have access to and inspect, examine, and make copies of the books and records and any and all accounts, similar data, and income tax and other tax returns of the Borrower.

(c) The Trustee, as assignee of the Issuer, may from time to time take whatever action at law or in equity or under the terms of the Bond Documents may appear necessary or desirable to collect the loan payments and other amounts payable by the Borrower hereunder then due and/or thereafter to become

due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Agreement or any of the Bond Documents.

Amounts collected pursuant to action taken under the applicable provisions of the Agreement will be applied in accordance with the provisions of the Indenture or, if the Series 2009 Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) and the Borrower has paid all amounts due under the applicable provisions of the Agreement, then any amounts remaining shall be paid to the Borrower. If there is no Trustee serving under the Indenture, the Issuer will have the right to exercise all remedies under the Loan Agreement.

No Remedy Exclusive

No remedy conferred upon or reserved to the Trustee, as assignee of the Issuer, in the Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in the Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer under the Agreement will also extend to the Trustee, and the Trustee and the owners of the Series 2009 Bonds will be deemed third party beneficiaries of all covenants and agreements herein contained.

Waiver of Events of Default

The Trustee, in its sole and absolute discretion, on behalf of the Issuer, may waive any Event of Default under the Agreement and its consequences or rescind any declaration of acceleration of payments of the Basic Loan Payments due hereunder. In case of any such waiver or rescission, or in case any proceeding taken by the Issuer or the Trustee on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Trustee, then and in every such case the Issuer and the Borrower will be restored to their former position and rights hereunder, but no such waiver or rescission will extend to any subsequent or other Event of Default or impair any right consequent thereon.

General Options to Terminate Agreement

The Borrower shall have the following options to terminate the Agreement. The Borrower may terminate the Agreement Term by (i) paying to the Trustee an amount which, when added to the amount on deposit in the Bond Fund, will be sufficient to pay, retire, and redeem all of the Outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, redemption premium, interest to maturity or earliest applicable redemption date, as the case may be, premium, if any, expenses of redemption, and Trustee's and paying agents' fees and expenses, including reasonable attorneys' fees, (ii) in the case of redemption, making arrangements satisfactory to the Trustee for giving the required notice of redemption, (iii) paying to the Issuer any and all sums then due to the Issuer under the Agreement, and (iv) otherwise complying with the provisions of the Indenture.

Option and Obligation to Prepay Loan in Certain Events

The Borrower has the option to prepay the Loan prior to the full payment of all of the Series 2009 Bonds (or provision for payment thereof having been made in accordance with provisions of the Indenture), if either of the following shall have occurred:

- (a) In the event the Project is damaged, by any cause whatever, as to be rendered unfit for occupancy by the College, and the Project is not thereafter repaired by the Borrower, resulting in the termination of the Rental Agreement; or
- (b) the Project is appropriated or taken by any municipality, county, State, federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Project by the College for the purpose is prohibited, resulting in the termination of the Rental Agreement.

If the Borrower exercises its option to prepay the Loan in the events set forth in subsection (a) or (b) above, the Borrower must prepay the Loan within one hundred eighty (180) days after such event.

Option to Prepay Loan and Redeem Series 2009 Bonds at Optional Redemption Dates

The Borrower has the option to prepay the Loan by prepaying Basic Loan Payments due under the Agreement in such manner and amounts as will enable the Issuer to redeem the Series 2009 Bonds prior to maturity in whole or in part on any date, as provided in the Indenture.

Option to Release Unimproved Land

If no Event of Default shall have occurred and then be continuing, the Borrower has the option to release from the lien of the Security Deed any part of the Premises on which neither the Building nor any of the Equipment is situated (although transportation or utility facilities may be located thereon), at any time and from time to time, at and for a release price determined by an independent appraiser who is a member of the American Institute of Real Estate Appraisers (and designated an "MAI" appraiser) selected by the Borrower in a report acceptable to the Trustee. In the event the Borrower shall exercise such option, if such option relates to part of the Premises on which transportation or utility facilities are located, the Borrower will retain an easement to use such transportation or utility Building to the extent necessary for the efficient operation of the Building. The Borrower has covenanted that it will not construct or permit to be constructed on any such unimproved land any facility that would substitute for the Building.

THE PROMISSORY NOTE

Introduction

The Promissory Note of the Borrower, dated as of August 1, 2009, executed and delivered by the Borrower to the Issuer and endorsed without recourse or warranty by the Issuer to the order of the Trustee as security for the payment of the Series 2009 Bonds, evidences the Borrower's obligation under the Loan Agreement to pay the Loan Payments related to the Series 2009 Bonds in order to repay the loan to it by the Issuer of the proceeds of the Series 2009 Bonds. The following is a summary, which does not purport to be comprehensive or definitive, of certain provisions of the Promissory Note. Reference is made to the Promissory Note in its entirety for a complete recital of the detailed provisions thereof.

Payment Terms

The Promissory Note is in the original principal amount of \$32,680,000 and bears interest at the same rates as the Series 2009 Bonds. The Borrower agrees to pay interest and redemption premium (if any) thereon as follows:

- (a) on or before December 15, 2009, and on or before each June 15th and December 15th thereafter, an amount equal to the interest which is due and payable on the Series 2009 Bonds on the next succeeding Interest Payment Date;
- (b) on or before December 15, 2009, and on or before the 15th day of each June thereafter, an amount equal to the principal, if any, which is due and payable on the Series 2009 Bonds on the next succeeding July 1; and
- (c) on or before the due date therefor, any amount which may from time to time be required to enable the Trustee to pay the principal, redemption premium (if any) and interest on the Series 2009 Bonds as and when the Series 2009 Bonds are called for redemption or become due because of the acceleration of the Series 2009 Bonds pursuant to the Indenture.

The obligation of the Borrower under the foregoing paragraphs (a), (b) and (c) shall be satisfied to the extent that the moneys on deposit in the Sinking Fund and available for payment of amounts due on the Series 2009 Bonds on the next succeeding July 1 or January 1, as the case may be (or any other date on which amounts are required to be paid with respect to the Series 2009 Bonds) are sufficient to pay the principal of, redemption premium (if any) and interest on the Series 2009 Bonds on such July 1 or January 1 (or such other payment date on the Series 2009 Bonds). Principal hereof, interest hereon and any applicable redemption premium, are payable in any coin or

currency of the United States of America which on the payment date is legal tender for the payment of public and private debts.

Prepayment Terms

The Promissory Note is subject to prepayment in whole or in part under the same circumstances that subject the Series 2009 Bonds to extraordinary or optional redemption.

THE DEED

Introduction

The Leasehold Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement, dated as of August 1, 2009, from the Borrower to the Issuer, provides security for the Series 2009 Bonds. The following is a summary, which does not purport to be comprehensive or definitive, of certain provisions of the Deed.

Security

The Borrower has granted, bargained, sold and conveyed unto the Issuer the following described leasehold estate and all other estates, rights, title and interest of the Borrower in, to and under all those tracts or parcels of land situated in Gwinnett County, Georgia (collectively, the "Premises") subject to certain exceptions detailed in the Deed (such matters being hereinafter referred to as the "Permitted Title Exceptions"):

(a) those certain tracts, pieces or parcels of land (and any easements or other rights or interests in land appurtenant thereto) more particularly described in the Deed (the "Land");

(b) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land (the "Improvements"; together with the Land, the "Property"), including without limitation the Leasehold Project described above, all located on the Land;

(c) all of the Borrower's right, title and interest in all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, possessory interests, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Property, and any interest of Borrower in all furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, vehicles (excluding personal automobiles), chattels, goods, consumer goods, farm products, inventory, warranties, chattel paper, documents, accounts, general intangibles, trade names, trademarks, servicemarks, logos (including any names or symbols by which the Property is known) and goodwill related to the Property, and all of the Borrower's right, title and interest in all other articles of personal property of every kind and nature whatsoever, tangible or intangible, now, heretofore or hereafter arising out of or related to the ownership of the Property, or acquired with proceeds of any loan secured by this Instrument, or located in, on or about the Property, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property (said real and personal property referred to in this subsection (c), together with the Property, being hereinafter referred to as the "Leasehold Project");

(d) all right, title and interest of Borrower in any and all Revenues, as defined in the Loan Agreement, including all leases, rental agreements, management or operations agreements, and arrangements of any sort now or hereafter affecting the Leasehold Project or any portion thereof and providing for or resulting in the payment of money to Borrower for the use of the Leasehold Project or any portion thereof, whether the user enjoys the Leasehold Project or any portion thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written, and including any and all extensions, renewals and modifications thereof (the "Leases") and guaranties of the performance or obligations of any tenants or lessees thereunder (the "Tenants"), together with all income, rents, issues, profits and revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by Borrower in a trust account, and all other deposits and escrow funds relating to any Leases, provided, however, that although this Instrument contains (and it is hereby agreed that this Instrument contains) a present, current, unconditional and absolute assignment of all of said income, rents, issues, profits and revenues, Borrower

and Issuer have agreed that so long as there shall exist no "Default" (as hereinafter defined) Borrower shall have a revocable license to collect routine rental payments and revenues which do not relate to periods more than one month after collection, it being agreed that Issuer shall be entitled at all times to possession of all other income, rents, issues, profits and revenues (including deposits), and it being further agreed that upon the occurrence of a "Default" (as hereinafter defined) hereunder such license shall be automatically revoked without the necessity of further action by Issuer;

(e) all right, title and interest of Borrower in, to and under all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents and agreements relating to the construction of any Improvements (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawings, surveys, tests, reports, Bonds and governmental approvals) and all other contracts, licenses and permits now or hereafter affecting the Leasehold Project or any part thereof and all guaranties and warranties with respect to any of the foregoing (the "Contracts");

(f) all right, title and interest of Borrower in any insurance policies or binders now or hereafter relating to the Leasehold Project, including any unearned premiums thereon;

(g) all right, title and interest of Borrower in any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure or other exercise of the assignments and other remedies hereunder, as a result of any temporary or permanent injury or damage to, taking of or decrease in the value of the Leasehold Project by reason of casualty, condemnation or otherwise;

(h) all right, title and interest of Borrower in all utility, escrow and all other deposits (and all letters of credit, Bonds of deposit, negotiable instruments and other rights and evidence of rights to cash) now or hereafter relating to the Leasehold Project or the purchase, construction or operation thereof;

(i) all right, title and interest of Borrower in all cash funds, deposit accounts, Bonds of deposit, negotiable instruments and other rights and evidence of rights to cash, relating to the Leasehold Project and now or hereafter created under or held by the Issuer pursuant to any of the "Loan Documents" (as hereinafter defined), including any account into which any portion of the "Indebtedness" (as hereinafter defined) may be disbursed by the Issuer;

(j) all claims and causes of action arising from or otherwise related to any of the foregoing, and all rights and judgments related to any legal actions in connection with such claims or causes of action, and all cash (or evidences of cash or of rights to cash) or other property or rights thereto relating to such claims or causes of action;

(k) all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing; and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, farm products, consumer goods, general intangibles and other property of any nature constituting proceeds acquired with proceeds of any of the property described hereinabove; all of which foregoing items are hereby declared and shall be deemed to be a portion of the security for the indebtedness and obligations herein described, a portion of the above described collateral being located upon the Land;

(l) all right, title, interest, powers, privileges, benefits and options of the Borrower in, to and under the Ground Lease, together with the leasehold estate created under and by virtue of the Ground Lease, including all renewals and extensions of the term of the Ground Lease (the property described in this subclause (l) is hereinafter sometimes referred to as the "Leasehold Estate").

Assignment

The Issuer has unconditionally and absolutely assigned all of its right, title and interest in the Deed to the Trustee pursuant to the Indenture.

Defaults

The term "Default" or "Event of Default," wherever used in this section or by cross reference with another Loan Document, shall mean any one or more of the following events:

(a) failure by Borrower to pay any portion of the Indebtedness when due and continuing for a period of five (5) days after notice of such failure is given by the Issuer to the Borrower; or

(b) except as provided in the other clauses of the Deed, the Borrower defaults in the performance or observance of any agreement, covenant, term or condition binding on it contained herein and such default shall not have been remedied within thirty (30) days (or, if shorter, any shorter period set forth in such agreement or covenant) after the earlier of: (1) the Borrower having knowledge thereof; or (2) written notice shall have been received by it from the Issuer; provided, however, that in the case of any such breach or default (other than a payment default) which cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of one hundred eighty (180) days, it shall not constitute an Event of Default if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the breach or default is cured within one hundred eighty (180) days; or

(c) any representation, warranty, certification or statement made by the Borrower in the Deed, or in any writing furnished by Borrower or any partner or officer of Borrower, or by any other party on behalf of or at the request of Borrower in connection with the loan by the Issuer under the Agreement or pursuant to this Instrument or any other Loan Document shall have been false, misleading or incomplete in any material respect on the date as of which made, if the harm resulting therefrom has not been effectively cured within ten (10) days (or such longer period as is reasonably agreed to by Issuer and the Borrower, but in any event terminating at the earliest moment that the Borrower is no longer prosecuting such cure with reasonable diligence) of written notice of such falsity, misleading nature of incompleteness shall have been received by the Borrower from Issuer; or

(d) a levy shall be made under any process on the Premises or any part thereof and not be promptly lifted or stayed; or

(e) the Borrower shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, Issuer, or liquidator of it or of all or a substantial part of its property or of the Leasehold Project, (ii) fail to promptly lift or bond (if legally permissible) any execution, garnishment, or attachment of such consequence as will impair the ability of the Borrower to carry on its operations at the Leasehold Project, (iii) enter into an agreement of composition with its creditors, (iv) admit in writing its inability to pay its debts as such debts become due, (v) make a general assignment for the benefit of its creditors, (vi) commence a voluntary case under the federal bankruptcy law or any similar law in effect in a foreign jurisdiction (as now or hereafter in effect), (vii) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (viii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law or any similar law in effect in a foreign jurisdiction, or (ix) take any action for the purpose of effecting any of the foregoing; or

(f) a proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts of the Borrower, (ii) the appointment of a receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of ninety (90) days, whether consecutive or not; or

(g) the subjection of the Premises to actual or threatened waste, or the removal, demolition, or alteration of any part thereof without the prior written consent of Issuer, which is not cured within the cure period set forth in the Deed; or

(h) any mechanic's, materialmen's, laborer's, statutory or other lien is filed against the Premises or any portion thereof and not totally released or removed as a lien against the Premises and every part thereof (by bonding, payment or otherwise) within ninety (90) days after Borrower has actual knowledge of the filing thereof; or

(i) the institution of any proceeding seeking the forfeiture of the Premises or any portion thereof or any interest therein as a result of any criminal or quasi-criminal activity by Borrower (or any

person so related to Borrower or the Premises that the Premises or any portion thereof or any interest therein might be forfeited on account of the activity of such person) and such proceeding is not vacated, removed or stayed for a period of ninety (90) days; or

(j) the failure or inability (whether imposed by law or otherwise) of Borrower to make any payment required under the Deed; or

(k) the failure of any one or more of the Loan Documents to be legal, valid, binding upon and enforceable against all parties thereto (other than Issuer), or the determination by a court of competent jurisdiction that any one or more of the Loan Documents is not legal, valid, binding upon and enforceable against all parties thereto (other than Issuer), or

(l) the occurrence of a default under any Loan Document, after expiration of any applicable grace or cure period thereunder.

Rights of Issuer Upon Default

If a Default has occurred, then the entire Indebtedness will, at the option of Issuer, immediately become due and payable without notice or demand, time being of the essence, and Issuer, as applicable, at Issuer's option, may do any one or more of the following (and, if more than one, either concurrently or independently, and in such order as Issuer may determine in its discretion), all without regard to the adequacy or value of the security for the Indebtedness:

(a) Enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor; at its option, operate the Premises; at its option, exclude Borrower and its agents and employees wholly therefrom; at its option, employ a managing agent of the Premises; and at its option, exercise any one or more of the rights and powers of Borrower to the same extent as Borrower could, either in its own name, or in the name of Borrower; and receive the rents, incomes, issues and profits of the Premises. Issuer shall not have any obligation to discharge any duties of a landlord to any Tenant or to incur any liability as a result of any exercise by Issuer of any rights hereunder; and Issuer shall not be liable for any failure to collect rents, issues, profits or revenues, nor liable to account for any rents, issues, profits or revenues unless actually received by Issuer.

(b) Apply, as a matter of strict right, without notice except as otherwise provided herein and without regard to the solvency of any party bound for its payment, for the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof.

(c) Pay, perform or observe any term, covenant or condition of this Instrument and any of the other Loan Documents and all payments made or costs or expenses incurred by the Issuer in connection therewith will be secured hereby and shall be, without demand, immediately repaid by Borrower to Issuer, as applicable, with interest thereon at the default rate provided in the Note. The necessity for any such actions and the amounts to be paid will be determined by Issuer in its discretion. Issuer is empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any person in possession holding under Borrower.

(d) In addition to any other remedies provided in the Deed, Issuer is authorized and empowered sell the Property or any part thereof at one or more public sales before the door of the courthouse of the county in which the Property or any part thereof is situated, to the highest bidder for cash, in order to pay the indebtedness under the Note and all expenses of sale and all proceedings in connection therewith, including reasonable attorneys' fees, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said county. In the event of any sale under the Deed by virtue of the exercise of the power of sale granted therein, or pursuant to any order in any judicial proceeding or otherwise: (a) the Property may be sold as an entirety or in separate parcels and in such manner or order as Issuer may elect; and (b) one or more exercises of the power of sale herein granted shall not extinguish nor exhaust such power until the entire Property are sold or the indebtedness hereby secured is paid in full; and (c) Issuer may bid for and purchase all or any part of the Property and shall be entitled to apply all or any part of the indebtedness hereby secured as a credit to the purchase price; and (d) as to the

portion or portions of the Property so sold, Borrower shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to the provisions of law applicable to tenants holding over.

(e) Proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce the performance of any term, covenant, condition or agreement of the Deed or any of the other Loan Documents or any other right or (ii) to pursue any other remedy available to Issuer, including, without limitation, suit or other right or remedy available to the Issuer by statute, at law or in equity to realize upon the collateral assignment of the Borrower's interest in the Leases to the Issuer for the benefit of Issuer as security for the Indebtedness.

(f) Issuer may exercise the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Georgia.

Amendments

The Deed may be amended only as provided in the Indenture.

THE INDENTURE

Introduction

The Trust Indenture, dated as of August 1, 2009, between the Issuer and the Trustee, is a contract for the benefit of the Holders that specifies the terms and details of the Series 2009 Bonds and which defines the security for the Series 2009 Bonds. The following is a summary, which does not purport to be comprehensive or definitive, of certain provisions of the Indenture.

Pledge and Assignment

Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee, and granted a security interest in, its right, title, interest and remedies in and to (a) the Agreement (except for Unassigned Rights, as defined in the Agreement), (b) the Promissory Note, (c) the Assignment of Contract Documents, and (d) the Security Deed and all extensions and renewals of the terms thereof, if any, and certain funds established and held under the Indenture, as security for the obligations of the Issuer under the Indenture and the Series 2009 Bonds.

Payment of Principal and Interest

The Issuer has covenanted that it shall promptly pay from the sources provided in the Indenture and in the Agreement the principal of, including any applicable redemption premiums, and interest on every Bond issued under the Indenture at the place, on the dates, and in the manner provided herein and in said Bonds, according to the true intent and meaning thereof.

Rights Under the Bond Documents

The Bond Documents, duly executed counterparts of which have been filed with the Trustee, set forth the covenants and obligations of the Issuer and the Borrower. Pursuant to the granting clauses of the Indenture, the Issuer has assigned to the Trustee its right, title, and interest (other than Unassigned Rights) in and to certain of the Bond Documents, and the Trustee may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Bond Documents, and may enforce all rights of the Issuer for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

So long as any of the Series 2009 Bonds remain Outstanding, and for such longer period when required by the Agreement, the Issuer will faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Agreement. The Issuer covenants to maintain, at all times, the validity and effectiveness of the Bond Documents and (except as expressly permitted by the Agreement) shall take no action, shall permit no action to be taken by others, and shall not omit to take any action or permit others to omit to take any action, which action or omission might release the Borrower from its liabilities or obligations under the Bond Documents or result in the surrender, termination, amendment, or modification of, or impair the validity of, the Bond Documents.

The Issuer has covenanted to enforce diligently all covenants, undertakings, and obligations of the Borrower under the Bond Documents and the Issuer has authorized and directed the Trustee to enforce any and all of the Issuer's rights under the Bond Documents on behalf of the Issuer and Owners of the Series 2009 Bonds.

Issuance of Additional Bonds.

So long as no Event of Default has then occurred and is continuing, the Issuer at the request of the Borrower may issue Additional Bonds for the purpose of (i) financing the costs of making such Additions or Alterations as the Borrower may deem necessary or desirable, (ii) financing the cost of completing any Additions or Alterations, and (iii) in each such case, paying the costs of the issuance and sale of the Additional Bonds, paying capitalized or funded interest, funding a debt service reserve fund and such other costs reasonably related to the financing as will be agreed upon by the Borrower and the Issuer. The terms of such Additional Bonds, the purchase price to be paid therefor, and manner in which the proceeds therefrom are to be disbursed will be determined by the Borrower and the sale of any Additional Bonds shall be the sole responsibility of the Borrower. The Borrower and the Issuer will enter into an amendment to the Loan Agreement to provide for additional Basic Loan Payments in an amount at least sufficient to pay principal of, premium, if any, and interest on the Additional Bonds when due and to provide for any additional terms or changes to the Loan Agreement required because of such Additional Bonds. The Issuer and the Trustee will enter into such amendments or supplements to the Indenture as are required to effect the issuance of the Additional Bonds.

Any amounts received by the Trustee for payment of Debt Service shall be allocated between the Series 2009 Bonds and Additional Bonds on a pro rata basis.

Privilege of Redemption and Redemption Price

The Series 2009 Bonds will be subject to redemption prior to maturity to the extent and in the manner provided in the Indenture.

Issuer's Election to Redeem

At the written request of the Borrower given pursuant to the Agreement, the Issuer will give written notice to the Trustee in time sufficient for the Trustee to send the notice to Bondholders required by the Indenture) of its election to redeem, of the redemption date, and of the principal amount of each maturity of each series of redeemable Bonds to be redeemed. If notice of redemption shall have been given pursuant to the Indenture, the Issuer will, on or prior to the redemption date, pay to the Trustee, solely from funds provided by the Borrower, an amount in Available Monies that will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the Series 2009 Bonds to be redeemed.

Revenue Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Revenue Fund" which shall be used solely for the purposes set forth in the Indenture. The Borrower has agreed that, upon receipt thereof, it will deliver or cause to be delivered promptly all Revenues to the Trustee for deposit in the Revenue Fund pursuant to the Agreement. Not later than the fifteenth (15th) of each month, the Trustee will make the following payments and transfers from the Revenue Fund, provided that in the event funds in any month shall be insufficient to make any one or more of such transfers, any and all of such deficiencies shall be remedied prior to making any transfers to any subordinated funds (based on the following order of priority) in any future month:

FIRST, to the Bond Fund, the Basic Loan Payments required by the Agreement;

SECOND, to the Debt Service Reserve Fund, an amount equal to the Debt Service Requirement (if any) required by the Agreement to reimburse amounts advanced under the Debt Service Reserve Fund Surety Bond, if any, or to repay any cash withdrawn from the Debt Service Reserve Fund or to pay the amount of any diminution in value or losses resulting from investments held in the Debt Service Reserve Fund;

THIRD, so long as the Rental Agreement has not been terminated, to the Repair, Replacement and Maintenance Fund, the Operation and Maintenance Reserve Fund on or prior to each June 15 and December 15 beginning on the June 15 or December 15 next following the Commencement Date (as defined in the Rental Agreement), the Repair, Replacement and Maintenance Requirement, as required by the Indenture;

FOURTH, if the Rental Agreement has been terminated, to the Operation and Maintenance Reserve Fund an amount necessary to meet the Operation and Maintenance Reserve Requirement as required in the Agreement;

FIFTH, to the payment of the Expenses identified in the Agreement;

SIXTH, to the Rebate Fund, any amount that is necessary to pay any amounts required to be paid pursuant to the Tax Agreement; and

SEVENTH, to the Surplus Fund, any remaining amounts.

Bond Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Bond Fund" which will be used as a sinking fund to pay the principal of, premium, if any, and interest on the Series 2009 Bonds. There will be deposited into the Bond Fund, as and when received, (i) all Basic Loan Payments specified in the Agreement and (ii) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by written directions from the Borrower that such moneys are to be paid into the Bond Fund.

Except as provided otherwise in the Indenture, moneys in the Bond Fund will be used solely as a fund for the payment of the principal of, premium, if any, and interest on the Series 2009 Bonds, for the redemption of Series 2009 Bonds at or prior to maturity, and to purchase Bonds in the open market pursuant to the Indenture. However, upon an Event of Default, the Trustee may use moneys in the Bond Fund for the benefit of Bondholders and to pay the fees and expenses of the Trustee that are payable under the Indenture.

If on any Interest Payment Date there should be insufficient funds in the Bond Fund to pay the interest, principal, and premium due on the Series 2009 Bonds, there will be transferred to the Bond Fund from the following funds and accounts in the priority shown such amounts as are necessary to pay the interest, principal, and premium due on the Series 2009 Bonds: (i) the Surplus Fund, (ii) the Operation, Maintenance and Reserve Fund, (iii) the Repair, Replacement and Maintenance Fund and (iv) the Debt Service Reserve Fund.

The Issuer has authorized and directed the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest and premium, if any, on the Series 2009 Bonds as the same become due and payable and to make said funds so withdrawn available to the Trustee and to the paying agent or agents for the purpose of paying said principal, interest, and premium, if any, which authorization and direction the Trustee has accepted.

Issuance Cost Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Issuance Cost Fund," which will be used as a fund to pay Issuance Costs. There will be deposited into the Issuance Cost Fund, the amounts specified in the Indenture. If any funds remain in the Issuance Cost Fund after the earlier of (i) receipt of a certificate of the Borrower stating that all Issuance Costs have been paid or (ii) six months from the Closing Date, the Trustee shall transfer such remaining funds to the Bond Fund to pay Debt Service.

Project Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Project Fund," which will be used solely for the purposes set forth in the Indenture. There will be deposited into the Project Fund from the sale of the Series 2009 Bonds the amount specified in the Indenture. The Trustee will deposit in the Project Fund as and when received by the Trustee any moneys paid to the Trustee under the Agreement or the Indenture for credit or transfer to the Project Fund. Moneys in the Project Fund will be expended for Costs of the Project in accordance with the provisions of the Agreement. Any amounts remaining in the Project Fund on the date that is three (3) years after the Closing Date will be used in accordance with the applicable provisions of the Agreement.

There is created within the Project Fund a separate account known as the "Capitalized Interest Account." Moneys in the Capitalized Interest Account will be automatically transferred by the Trustee to the Bond Fund as needed to be used to pay interest on the Series 2009 Bonds until the amounts held in the Capitalized Interest Account are depleted; provided, however, that upon the direction of the Borrower, on behalf of the Issuer, any excess funds remaining in the Capitalized Interest Account after the Commencement Date (as defined in the Rental

Agreement) may be transferred from the Capitalized Interest Account to the Project Fund and may be used to pay costs of the Project.

Debt Service Reserve Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Debt Service Reserve Fund," which will be used solely for the purposes set forth in the Indenture. The Trustee shall deposit in the Debt Service Reserve Fund any moneys paid to the Trustee under the Agreement or the Indenture for credit or transfer to the Debt Service Reserve Fund. If the Borrower has exercised its option or is obligated to prepay the Loan in whole and not in part pursuant to the terms of the Agreement, and has paid the sums as provided therein, all of the moneys then in the Debt Service Reserve Fund shall be deposited in the Bond Fund.

The obligation to fund the Debt Service Reserve Fund may be fulfilled by depositing a Debt Service Reserve Surety Bond (i) which, at the time of issuance, is rated in the highest rating category by Moody's, S&P or Fitch and, if rated by A.M. Best & Co., which is also rated by A.M. Best & Co. in its highest rating category, (ii) which has a term not less than the final maturity date of the Bonds (or may be drawn upon in full upon its expiration date if a substitute letter of credit or surety bond is not in place prior to its expiration date), and (iii) which is given to secure and which is payable on any Interest Payment Date in an amount equal to any portion of the balance then required to be maintained within the Debt Service Reserve Fund. Before any such Debt Service Reserve Surety Bond is substituted for cash or securities or deposited in lieu of cash or securities in the Debt Service Reserve Fund, there shall be filed with the Trustee (A) an opinion of Bond Counsel to the effect that such substitution or deposit will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any outstanding Bond; (B) a certificate evidencing that at least thirty days prior notice of the proposed substitution or deposit of such Debt Service Reserve Surety Bond was given to any Rating Agency then rating any Bonds, including a description of such Debt Service Reserve Surety Bond and the proposed date of substitution or deposit; (C) the Debt Service Reserve Surety Bond issued to fulfill the obligation to fund the Debt Service Reserve Fund, together with an opinion of counsel to the issuer of the Debt Service Reserve Surety Bond to the effect that the Debt Service Reserve Surety Bond is valid and binding obligation of the issuer thereof enforceable in accordance with its terms; and (D) evidence that such substitution or deposit will not result in a downgrade by any Rating Agency then rating any Bonds. Notwithstanding anything to the contrary contained in this Indenture, this Indenture may be amended without notice to or the consent of the owners of the Bonds to provide for any additional provisions required by the issuer(s) of such Debt Service Reserve Surety Bond; provided, however, that there shall be first delivered an opinion of Bond Counsel to the effect that such additional provisions are not materially adverse to the rights or security of the owners of the Bonds provided by this Indenture. The Trustee shall give notice of nonpayment to the provider of the Debt Service Reserve Surety Bond at least five (5) Business Days prior to the date on which payment under the Debt Service Reserve Surety Bond is required. The Trustee shall maintain adequate records as to the amount available to be drawn at any time under the Debt Service Reserve Surety Bond.

Under the Indenture, the Trustee is authorized and directed to withdraw funds from the Debt Service Reserve Fund or to draw on the Debt Service Reserve Surety Bond to pay, first, all installments of interest then due on the Bonds, and then all principal of and premium, if any, then due on the Bonds if there should be insufficient funds for said purposes in the Bond Fund on the date such interest, principal, and premium is due, after transferring to the Bond Fund first from the Surplus Fund, the Operation and Maintenance Reserve Fund, Repair, Replacement and Maintenance Fund all moneys held therein, which authorization and direction the Trustee hereby accepts. The Trustee shall give written notice to the Issuer and the Underwriter of any withdrawal from the Debt Service Reserve Fund and of any diminution in value or net losses from the investment of moneys in the Debt Service Reserve Fund which reduces the amount deposited therein or credited thereto to less than the Debt Service Reserve Requirement, and the Borrower shall restore the amount of any such withdrawal or diminution in value or net losses in value to the Debt Service Reserve Fund not more than 12 months after such withdrawal or valuation date in not more than 12 substantially equal monthly installments.

The Trustee is authorized and directed under the Indenture to transfer on an annual basis any excess earnings on the funds on deposit in the Debt Service Reserve Fund first, to the Project Fund prior to the completion of the Project and second to the Bond Fund thereafter.

When the amount of principal of, premium, if any, and interest on the Outstanding Bonds is equal to or less than the sum of the balance of the Bond Fund and the balance of the Debt Service Reserve Fund and if all amounts owed under the Agreement and the Indenture have been paid, moneys held in the Debt Service Reserve Fund shall be deposited by the Trustee in the Bond Fund and credited against payments of Loan Payments required under

Section 5.02(c) of the Agreement. Amounts paid in such respect shall first be applied to draws on any Debt Service Reserve Fund Policy (on a pro rata basis if multiple policies) and then to cash balances therein.

Repair, Replacement and Maintenance Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Repair, Replacement and Maintenance Fund," which shall be used solely for the purposes set forth in the Indenture. The Trustee will deposit in the Repair, Replacement and Maintenance Fund as and when received by the Trustee any moneys paid to the Issuer under the Agreement or the Indenture for credit or transfer to the Repair, Replacement and Maintenance Fund.

The Issuer has authorized and directed the Trustee to withdraw funds from the Repair, Replacement and Maintenance Fund to pay (i) the maintenance and repair costs related to the Project which the Borrower is obligated to pay pursuant to the Agreement and (ii) the principal of, premium, if any, and interest on the Series 2009 Bonds to the extent there are insufficient moneys in the Bond Fund therefor on any Interest Payment Date.

Insurance and Condemnation Funds

In the Agreement it is provided that under certain circumstances the Net Proceeds of insurance or condemnation awards are to be paid to the Trustee and deposited in the Insurance Fund or Condemnation Fund, as appropriate, and are to be disbursed and paid out as therein provided. Under the Indenture, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Insurance Fund" and a trust fund to be designated the "Condemnation Fund," either of which shall be opened only if funds are required to be deposited therein as provided in the Agreement. Funds held in the Insurance Fund or in the Condemnation Fund shall be disbursed in accordance with the Agreement.

Rebate Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a special trust fund designated the "Rebate Fund" which will be held, invested, expended and accounted for in accordance with the Tax Agreement. Moneys in the Rebate Fund will not be considered moneys held under the Indenture and will not constitute part of the Trust Estate held for the benefit of the Owners of the Series 2009 Bonds or the Issuer. Moneys in the Rebate Fund will be held in trust by the Trustee and will be held for future payment to the United States of America as directed by the Borrower and as contemplated under the provisions of the Tax Agreement.

Operation and Maintenance Reserve Fund

In the event the Rental Agreement is terminated, there is created by the Issuer and ordered established with the Trustee a trust fund designated the "Operation and Maintenance Reserve Fund." In the event that the Rental Agreement is terminated, there will be deposited into the Operation and Maintenance Reserve Fund from the Revenue Fund amounts sufficient to fund the Operation and Maintenance Reserve Fund in an amount equal to the Operation and Maintenance Reserve Requirement. Monthly transfers to the Operation and Maintenance Reserve Fund will be made, on or before the 20th day of each month commencing with the first month after the Completion Date for the Project, after making such deposits as required in FIRST through SIXTH described above, in an amount sufficient to accumulate the balance to the credit of the Operation and Maintenance Reserve Requirement, which transfers shall be made at any time that the balance held in the Operation and Maintenance Reserve Fund is less than the Operation and Maintenance Reserve Requirement.

Amounts on deposit in the Operation and Maintenance Reserve Fund will be used first to restore the Bond Fund and the Debt Service Reserve Fund to the respective amounts required at the time to be held therein, and then to pay, upon the Written Request of the Borrower, expenses of operation and maintenance payable to persons other than Affiliates of the Borrower.

Surplus Fund

Under the Indenture, there is created by the Issuer and ordered established with the Trustee a special trust fund designated the "Surplus Fund" which will be held, invested, expended and accounted for in accordance with the Indenture. There will be deposited into the Surplus Fund from the Revenue Fund the amounts specified in the Indenture. Amounts held in the Surplus Fund may be used for any of the purposes described in FIRST through SEVENTH under the heading Revenue Fund above and may be used to pay costs of maintaining the Project in accordance with the Agreement; provided, however, that amounts held in the Surplus Fund may not be used for any purposes other than the purposes described in FIRST under the heading Revenue Fund above, unless and until the

Trustee shall have received a certification from the Borrower to the effect that payment in full of all obligations described in FIRST under the heading Revenue Fund above, to and including the final maturity of the Bonds on July 1, 2040, has been fully provided for under the terms of the Rental Agreement, which certification shall be accompanied by a certified copy of the executed Rental Agreement, as the same may have been amended from time to time, demonstrating the sufficiency of the amounts payable under the Rental Agreement, together with other available funds, to satisfy the obligations in FIRST under the heading Revenue Fund above to and including such final maturity date, together with such other documentation as may reasonably be required by the Trustee in connection therewith. On and after the receipt of the Borrower certification described above, then following the delivery to the Trustee of the annual audited financial statements of the Borrower required by the Agreement, the funds held in the Surplus Fund as of the end of the immediately preceding Fiscal Year shall be distributed to the Borrower to be used for any lawful purpose upon receipt by the Trustee of a certificate of an Authorized Borrower Representative that (i) based on annual audited financial statements, the Debt Service Coverage Ratio requirements contained in the Agreement have been met, (ii) the Repair, Replacement and Maintenance Fund, the Operation and Maintenance Reserve Fund and the Debt Service Reserve Fund contain the amounts required by the Indenture or by the Agreement, and (iii) no Event of Default has occurred and is continuing under the Indenture. In the event that amounts held in the Surplus Fund are not either (a) transferred to other Funds for application for the purposes described in FIRST through SEVENTH under the heading Revenue Fund above or (b) distributed to the Borrower for any lawful purpose as provided above, within one year of the date of deposit in the Surplus Fund, the Trustee shall either obtain an opinion of Bond Counsel to the effect that the investment of such proceeds is not subject to yield restriction pursuant to Section 148 of the Code, or shall invest such amounts at a yield that is not materially higher than the yield on the Bonds.

Non-presentment of Bonds

If any Bonds are not presented for payment when the principal thereof becomes due, either at maturity, at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bonds will have been made available to the Trustee for the benefit of the Owner or Owners thereof, all liability of the Issuer and the Borrower to the Owner or Owners thereof for the payment of such Bonds will forthwith cease, determine, and be completely discharged, and thereupon it will be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner or Owners of such Bonds, who will thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his or their part under the Indenture or on, or with respect to, said Bonds.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds, if any, within five (5) years after the date on which the same have become due (or such earlier date as immediately precedes the date on which such funds would be required to escheat or be payable to the State or any other governmental unit under any laws governing unclaimed funds) will be paid by the Trustee to the Borrower upon receipt of a written request of the Borrower, and thereafter Bondholders will be entitled to look only to the Borrower for payment, and then only to the extent of the amount so repaid, and the Borrower will not be liable for any interest thereon and shall not be regarded as a trustee of such money. If the Borrower fails to make the aforementioned written request, the Trustee will apply such moneys in accordance with applicable laws governing unclaimed funds.

Investment of Funds and Accounts

Any moneys held as part of the Bond Fund, the Issuance Cost Fund, the Debt Service Reserve Fund, the Project Fund, the Insurance Fund, the Condemnation Fund, the Operation, Maintenance and Reserve Fund, the reserves in connection with contested liens, or other special trust funds created under the Indenture, or other accounts or funds held by the Trustee, to the extent permitted by law will be invested and reinvested by the Trustee in Permitted Investments in accordance with the provisions of the Agreement. Any such investments will be held by or under the control of the Trustee and will be deemed at all times a part of the respective fund or account, and the interest accruing thereon and any profit realized from such investments will be credited as set forth in the Indenture, and any loss resulting from such investments will be charged to such fund. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient for the uses prescribed for moneys held in such fund or account. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of the Indenture. The Trustee will value the investments held in the Debt Service Reserve Fund as of the close of business on June 15 and December 15 in each calendar year. In computing the assets of any fund or account, investments and accrued interest thereon will be deemed a part thereof. Such investments shall be valued at their

fair market value. The Trustee will not be liable for any depreciation in the value of any obligations in which moneys of funds or accounts will be invested, as aforesaid, or for any loss arising from any such investment. Such investments will be made only as follows:

(i) moneys in the Revenue Fund, the Issuance Cost Fund, the Project Fund, the Repair, Replacement and Maintenance Fund, the Surplus Fund, the Insurance Fund, the Condemnation Fund, the Operation, Maintenance and Reserve Fund and any other accounts or funds other than the Bond Fund or the Debt Service Reserve Fund only in obligations maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from each such respective fund,

(ii) moneys in the Bond Fund only in obligations maturing or redeemable at the option of the holder not later than the next-succeeding principal payment date, mandatory redemption payment date, or Interest Payment Date of the Series 2009 Bonds, and

(iii) moneys in the Debt Service Reserve Fund only in obligations maturing or redeemable at the option of the holder not later than five (5) years.

The Trustee and the Issuer have jointly and severally covenanted that none of the moneys held under the Indenture will knowingly be used in any manner which will cause any Bonds, the interest on which is excludable from the gross income of the Owners thereof for federal income tax purposes, to become arbitrage bonds within the meaning of Section 148 of the Code and any Regulations proposed or promulgated in connection therewith or to become federally guaranteed within the meaning of Section 149(b) of the Code and any Regulations proposed or promulgated in connection therewith. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories.

Allocation of Income from Investments

All interest accruing from investments of moneys in the Revenue Fund, the Bond Fund, the Issuance Cost Fund, the Debt Service Reserve Fund, the Project Fund, the Repair, Replacement and Maintenance Fund, the Surplus Fund, the Insurance Fund, the Condemnation Fund, the Operation, Maintenance and Reserve Fund and other funds and any profit realized therefrom will be allocated as follows:

(a) interest and profits from the investments of moneys in the Revenue Fund will be retained in the Revenue Fund;

(b) interest and profits from the investments of moneys in the Bond Fund will be retained in the Bond Fund;

(c) interest and profits from the investments of moneys in the Issuance Cost Fund will be deposited in the Bond Fund;

(d) interest and profits from the investment of moneys in the Project Fund will be retained in the Project Fund;

(e) interest and profits from the investment of moneys in the Debt Service Reserve Fund shall be retained in the Debt Service Reserve Fund, provided that upon determination of the value thereof in accordance with the Indenture, if the balance thereof is determined to be in excess of the Debt Service Reserve Requirement, then such excess shall be immediately deposited in the Capitalized Interest Account of the Project Fund prior to the Commencement Date and, thereafter, shall be immediately deposited in the Bond Fund;;

(f) interest and profits from the investment of moneys in the Repair, Replacement and Maintenance Fund will be retained in the Repair, Replacement and Maintenance Fund;

(g) interest and profits from the investment of moneys in the Surplus Fund will be retained in the Surplus Fund;

(h) interest and profits from the investment of moneys in the Insurance Fund will be retained in the Insurance Fund;

(i) interest and profits from the investment of moneys in the Condemnation Fund will be retained in the Condemnation Fund;

(j) interest and profits from the investment of moneys in the Rebate Fund will be retained in the Rebate Fund;

(k) interest and profits from the investment of moneys in the Operation, Maintenance and Reserve Fund will be retained in the Operation, Maintenance and Reserve Fund; and

(k) interest and profits from the investment of moneys in any other funds will, at the written direction of the Authorized Borrower Representative, be retained in the respective funds or deposited in the Bond Fund.

Discharge of Lien

If the Issuer pays or causes to be paid, or there is otherwise paid or provisions for payment made, to or for (i) the Owner of any Bond, or any portion of any such Bond, the principal, interest, and premium, if any, due or to become due thereon, then such Bond or portion thereof, and (ii) the Owners of all Outstanding Bonds the principal, interest, and premium, if any, due or to become due thereon and shall pay or cause to be paid all fees and expenses of the Trustee and each paying agent due or to become due under the Indenture, then the Indenture and these presents and the estate, lien, interests, and rights hereby created and granted shall cease, determine, terminate, and become null and void (except as to any surviving rights of registration, transfer, or exchange of Bonds provided for and except for the Trustee's obligations under certain provisions of the Indenture), and thereupon the Trustee will cancel and discharge the lien and security interest of the Indenture. At the time of such cessation, termination, discharge and satisfaction, (1) the Trustee will execute and deliver to the Issuer and the Borrower all such instruments as may be appropriate or reasonably requested by the Issuer or the Borrower to evidence such cessation, termination, discharge and satisfaction, and (2) the Trustee and the paying agents will pay over or deliver to the Borrower or on its order all moneys and securities held by them pursuant to the Indenture which are not required for (x) the payment of the principal of, premium, if any, and interest on Bonds not theretofore surrendered for payment or redemption, (y) the payment of all other amounts due or to become due under the Indenture and the Agreement, and (z) the payment of any amounts the Trustee has been directed to pay to the United States under the Tax Agreement or the Indenture.

Any Outstanding Bond will, prior to the maturity or redemption date thereof, be deemed to have been paid and defeased within the meaning and with the effect expressed in the first paragraph above with respect to payment of such Bond (i) if there will have been irrevocably deposited with the Trustee, in trust, either Available Monies in an amount which will be sufficient, along with any other moneys held by the Trustee and available therefor, or Government Obligations not redeemable by the issuer thereof purchased with Available Monies, the principal of and interest on which when due, without reinvestment, will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, will be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and if all Bonds Outstanding are to be deemed to have been paid and defeased, an amount equal to the Trustee's and paying agents' necessary and proper fees, compensation and expenses under the Indenture accrued and to accrue until such redemption date or date of maturity, (ii) if such Bonds are to be redeemed and are subject to immediate redemption, the Issuer will have given the Trustee in form satisfactory to it irrevocable written instructions to give notice of redemption of such Bonds as provided in Section 303 of the Indenture, (iii) if said Bonds are to be redeemed and are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer will have given the Trustee in form satisfactory to it irrevocable written instructions to (a) give notice of redemption of such Bonds as provided in Section 303 of the Indenture not less than thirty (30) nor more than sixty (60) days prior to a date on which such Bonds are subject to redemption and (b) give, as soon as practicable in the same manner as a notice of redemption of such Bonds as provided in Section 303 of the Indenture, a notice to the Owners of such Bonds stating that the deposit required by (i) above has been made with the Trustee, stating that said Bonds are deemed to have been paid in accordance with this Article, and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on such Bonds, (iv) unless there shall have been irrevocably deposited with the Trustee moneys in an amount which shall be sufficient, along with any other moneys held by the Trustee and available therefore sufficient to pay the principal or redemption price, if applicable, and interest due and to become due on such Bonds without taking into account any investment earnings, there shall have been submitted to the Issuer and the Trustee a certificate of a certified public accountant (the "Accountant's Verification") to the effect that the deposit required by (i) above will provide funds sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may

be, (v) there shall have been submitted to the Issuer and the Trustee an opinion of Bond Counsel to the effect that the defeasance of the Series 2009 Bonds in accordance with this Article will not cause interest on any of the Series 2009 Bonds, the interest on which is excludable from the gross income of the Owners thereof for federal income tax purposes, to become includable in gross income for federal income tax purposes, and (vi) there shall have been submitted to the Issuer and the Trustee an opinion of Independent Counsel (the "Defeasance Opinion") that (a) the escrow deposit will not constitute a voidable preference or transfer under the Federal Bankruptcy Code, as amended, or any other similar state or federal statute in the event the Obligor becomes a debtor within the meaning of the Federal Bankruptcy Code, as amended, or comes within the protection of such similar state or federal statute ("Insolvency Event"), and (b) in such Insolvency Event, the escrow deposit will not be treated as part of the estate of the Borrower. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal nor interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, at the written direction of the Borrower, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

The items required by (i) through (vi) of the preceding paragraph may be submitted with respect to any particular Bonds or series of Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), in which case such Bonds shall no longer be deemed to be Outstanding and shall be deemed to be paid within the meaning of this Article, and the Owners of such Bonds shall be secured only by such deposit and not by any other part of the Trust Estate.

Anything in the Indenture to the contrary notwithstanding, if such moneys or Government Obligations have been deposited or set aside with the Trustee for the payment of Bonds and interest and premium thereon, if any, and such Bonds will not have in fact been actually paid in full, no amendment to the applicable provisions of the Indenture will be made without the consent of the Owner of each Bond affected thereby.

Defaults; Events of Default

If any of the following events occur, it constitutes a default and an "Event of Default" under the Indenture:

- (a) default in the due and punctual payment of any interest on any Bond,
- (b) default in the due and punctual payment of the principal of any Bond (or premium thereon, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration,
- (c) the occurrence of an "Event of Default" under the Agreement,
- (d) any material breach by the Issuer of any representation or warranty made in the Indenture or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer in the Indenture (other than as described in (a) and (b) above) or in the Series 2009 Bonds contained.

Acceleration

If an Event of Default specified in paragraphs (a) or (b) above shall occur and be continuing, the Trustee will, by notice in writing delivered to the Issuer and the Borrower, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. If an Event of Default specified in paragraph (c) or (d) above hereof shall occur and be continuing, the Trustee may and will upon the written request of Owners of not less than one hundred percent (100%) in aggregate principal amount of Bonds then Outstanding, by notice in writing delivered to the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder the Trustee on behalf of the Issuer shall immediately declare all installments of Basic Loan Payments payable under the Agreement to become immediately due and payable in accordance with the Agreement.

The above provisions, however, are subject to the condition that if, after the principal of all Bonds then Outstanding shall have been so declared to be due and payable, all arrears of interest upon such Bonds and the principal and redemption premium, if any, on all Bonds then Outstanding which will have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and interest on the Series 2009 Bonds which by such declaration shall have become due and payable, will have been paid by or on behalf of the Issuer, together with the reasonable fees and expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees actually paid or incurred, and the Agreement shall be in full force and effect, then and in every such case, the Trustee will annul such declaration of maturity and its consequences, which waiver and annulment shall be binding upon all Bondholders; but no such waiver, rescission, and annulment will extend to or affect any subsequent default or impair or exhaust any right, power, or remedy consequent thereon. In the case of any such annulment, the Issuer, the Trustee, and the Bondholders will be restored to their former positions and rights under the Indenture.

Remedies Upon Event of Default

If an Event of Default occurs and is continuing, the Trustee will have the power to proceed with any available right or remedy granted by the Bond Documents or Constitution and laws of the State or other applicable law, as it may deem best, including public sale under the Security Deed and any suit, action, mandamus, or special proceeding in equity or at law or in bankruptcy or otherwise for the collection of all amounts due and unpaid under the Bond Documents, for specific performance of any covenant or agreement contained herein or therein, or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effective to protect the rights aforesaid, insofar as such may be authorized by law. The Trustee may enforce each and every right granted to the Issuer under the Bond Documents. Upon the occurrence of an Event of Default, the Trustee, in its own name and as trustee of an express trust, or in the name of the Issuer without the necessity of joining the Issuer, will be entitled to institute any action or proceedings at law or in equity and may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against any obligor thereon and collect in the manner provided by law, but limited as provided in the Bond Documents, out of the property of any obligor thereon wherever situated the moneys adjudged or decreed to be payable for the benefit of the Bondholders, or on behalf of the Issuer. The rights in the Indenture are to be cumulative to all other available rights, remedies, or powers and shall not exclude any such rights, remedies, or powers, which rights, remedies, and powers will be subject to the limits provided in the Bond Documents.

In case there are pending proceedings for the bankruptcy or for the reorganization of any obligor under the Agreement under federal bankruptcy law or any other applicable law, or in the case a receiver or trustee shall have been appointed for the property of any such obligor, or in the case of any other judicial proceedings relative to any obligor under the Agreement or relative to the creditors or property of any such obligor, the Trustee (irrespective of whether the principal of the Series 2009 Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the power vested in it by the Indenture) shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys, and counsel and for reimbursement of all expenses and liabilities incurred and all advances made by the Trustee except as a result of its negligence or willful misconduct) and of the Bondholders allowed in any such judicial proceedings relative to the Borrower or any other obligor under the Agreement, or relative to the creditors or property of the Borrower, or relative to any such other obligor, as the case may be, and to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Bondholders and of the Trustee on their behalf. Any receiver, assignee, or trustee in bankruptcy or reorganization is hereby authorized by each of the Bondholders to make payments to the Trustee and if the Trustee shall consent to the making of payments directly to the Bondholders, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys, and counsel and all other costs, expenses and liabilities incurred and all advances made by the Trustee except as a result of its negligence or willful misconduct.

Rights of Bondholders to Require Trustee to Pursue Remedies

If an Event of Default occurs and is continuing, and if requested so to do by the Owners of not less than twenty five percent (25%) in aggregate principal amount of Bonds then outstanding and if indemnified as provided

in the Indenture the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of all Bondholders.

No lien, right, or remedy by the terms of the Indenture conferred upon or reserved or otherwise available to the Trustee or Bondholders is intended to be or shall be construed to be exclusive of any other available lien, right, or remedy, but each and every such lien, right, or remedy shall be cumulative and shall be in addition to any other lien, right, or remedy given to the Trustee or Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power, or remedy accruing upon any default or Event of Default shall impair any such right, power, or remedy or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, but every such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon. The giving, taking, or enforcement of any other or additional security, collateral, or guarantee for the payment of Bonds shall not operate to prejudice, waive, or affect the Trust Estate or any rights, powers, or remedies under the Indenture, nor shall the Trustee be required to first look to, enforce, or exhaust such other additional security, collateral, or guarantees.

Rights of Bondholders to Direct Proceedings

Anything in the Indenture to the contrary notwithstanding but expressly subject to certain provisions of the Indenture, the owners of 25% or more in aggregate principal amount of Bonds then outstanding (determined subject to the applicable provision of the Indenture) will have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, provided the Trustee is indemnified pursuant to the Indenture, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture or in connection with the appointment of a receiver or in connection with any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture. In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of holders of the Series 2009 Bonds, each representing less than a majority in aggregate principal amount of the Series 2009 Bonds Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

Application of Moneys

Upon an Event of Default and if moneys held by the Trustee are insufficient to pay the principal of, premium, if any, and interest on the Series 2009 Bonds, all moneys received and held by the Trustee pursuant to the Indenture as a part of the Trust Estate (except for the Rebate Fund) and all moneys received by the Trustee will be applied as follows:

- (a) Unless the principal of all the Series 2009 Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment of the Ordinary Expenses and Extraordinary Expenses of the Trustee and to the payment for fees and services reasonably anticipated to be incurred by the Trustee;

SECOND – If directed by the Bondholders pursuant to Section 1005 hereof to the payment of Expenses and for reasonable renewals, repairs, and replacements of the Project necessary to prevent impairment of the Trust Estate and to the payment of the costs and compensation of any advances made by the Issuer and the reasonable attorneys' fees of the Issuer;

THIRD – To the payment to the Owners entitled thereto of all installments of interest then due on the Series 2009 Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or privilege;

FOURTH – To the payment to the Owners entitled thereto of the unpaid principal of and premium, if any, on any of the Series 2009 Bonds which shall have become due (other than Bonds

matured or called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest at the same rate as the interest on such Bonds from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and overdue interest on the Series 2009 Bonds due on any particular date, then to the payment ratably, according to the amount of the principal, overdue interest, and premium, if any, due on such date, to the Owners entitled thereto without any discrimination or privilege;

FIFTH – To be held for the payment to the Bondholders entitled thereto as the same shall become due of the principal of, premium, if any, and interest on the Series 2009 Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest and premium, if any, then due and owing thereon, payment shall be made ratably according to the amount of principal, premium, if any, and interest due on such date to the Bondholders entitled thereto without any discrimination or privilege; and

SIXTH – After payment in full of the Series 2009 Bonds and all other amounts due under the Bond Documents, to the Borrower.

(b) If the principal of all the Series 2009 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first to the items described in paragraph *FIRST* of the preceding subsection (a), and then to the payment to the Owners entitled thereto of the principal, premium, if any, and interest then due and unpaid upon the Series 2009 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably according to the amount of principal, premium, if any, and interest due on such date to the Bondholders entitled thereto without any discrimination or privilege.

(c) If the principal of all the Series 2009 Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section, subject to the provisions of paragraph (b) of this Section if the principal of all the Series 2009 Bonds shall later become due or be declared due and payable.

Whenever moneys are to be applied pursuant to the applicable provisions of the Indenture, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available for such application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, but in accordance with the applicable provisions of the Indenture, and will not be required to make payment to the Owner of any Bond until such Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Limitations on Rights and Remedies of Bondholders

No Bondholder will have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or under the Bond Documents, unless: (i) a default has occurred of which the Trustee has been notified as provided in the applicable provisions of the Indenture, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an Event of Default, (iii) Majority Bondholders shall have made written request to the Trustee and provided the indemnity required by the Indenture and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its own name, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its, his, or their own name or names. Such notification, request, and offer of opportunity and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for the appointment of a receiver or for any other remedy hereunder or under

the Bond Documents; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of the Indenture by its, his, or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Bonds then Outstanding. Nothing in the Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer, to pay the principal of, premium, if any, and interest on each of the Series 2009 Bonds issued under the Indenture to the respective Owners thereof at the time, place, from the source, and in the manner in said Bonds expressed.

Termination of Proceedings

In case the Trustee shall have proceeded to enforce any right under the Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, and Bondholders will be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the Trustee shall continue unimpaired as if no such proceedings had been taken.

Waivers of Events of Default

The Trustee may in its discretion waive any Event of Default under the Indenture and rescind its consequences and will waive any Event of Default hereunder and its consequences and will rescind any declaration of maturity of principal of and interest on the Series 2009 Bonds upon the written request of Majority Bondowners; provided, however, that there will not be waived any Event of Default in the payment when due of the (i) principal of any Outstanding Bonds at the date of maturity specified therein or upon proceedings for redemption pursuant to any mandatory sinking fund payments required or (ii) interest or premium on any such Bonds, unless prior to such waiver or rescission the consent of the Owners of 100% in aggregate principal amount of Bonds then Outstanding to such waiver shall have been obtained and all arrears of interest and all arrears of payments of principal or premium, if any, when due, with interest on such overdue amounts (to the extent permitted by law) at the rate borne by the Series 2009 Bonds, and all costs and expenses of the Trustee (including reasonable attorneys' fees, costs and expenses) in connection with such default, shall have been paid or provided for. In the case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon. All waivers under the Indenture shall be in writing.

Successor Trustee

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Resignation by the Trustee

The Trustee and any successor trustee may at any time resign from the trusts created under the Indenture by giving sixty (60) days written notice to the Issuer, to the Borrower, and, by first-class (postage prepaid) registered or certified mail, to each Bondholder shown on the registration records maintained pursuant to the applicable provisions of the Indenture, and such resignation shall take effect at the appointment of a successor trustee pursuant to the provisions of the Indenture and acceptance by the successor trustee of such trusts. Such notice to the Issuer and to the Borrower may be served personally or sent by registered mail. If no successor trustee shall have been so appointed by the Bondholders pursuant to the Indenture within thirty (30) days after delivery of such notices, a temporary trustee may be appointed by the Issuer and the Borrower pursuant to the Indenture. If no successor trustee is appointed and has accepted appointment within sixty (60) days of the giving of written notice by the resigning

trustee as aforesaid the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

Removal of the Trustee

The Trustee may be removed at any time (i) by the Issuer with the consent of the Borrower for any breach of the trusts set forth herein or for failure or refusal to act as trustee, (ii) by an instrument or concurrent instruments in writing delivered to the Trustee, the Borrower and to the Issuer and signed by the Majority Bondowners, or (iii) by an instrument in writing delivered to the Trustee and signed by the Borrower provided the Borrower is not in default as to the payment of any Basic Loan Payments and no other Event of Default has occurred and is continuing. Removal of the Trustee pursuant to (ii) or (iii) above shall not be effective until the Trustee is paid for all Ordinary Services and Extraordinary Services of the Trustee rendered hereunder and for all Ordinary Expenses and Extraordinary Expenses of the Trustee incurred under the Indenture.

Appointment of Successor Trustee; Temporary Trustee

In case the Trustee under the Indenture shall (a) resign or be removed or (b) be dissolved or shall be in the course of dissolution or liquidation, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court or otherwise become incapable of acting hereunder, a successor may be appointed by an instrument executed and signed by the Chairman or Vice Chairman and attested by the Secretary or Assistant Secretary of the Issuer under its seal and executed by an Authorized Borrower Representative; provided, that if a successor trustee is not so appointed within ten (10) days after notice of resignation is mailed or an instrument of removal is delivered as provided under the Indenture, or within ten (10) days of the Issuer's knowledge of any of the events specified in (b) hereinabove, then Majority Bondowners, by an instrument or concurrent instruments in writing signed by or on behalf of such Owners, delivered personally or sent by registered mail to the Issuer and the Borrower, may designate a successor trustee. Until a successor trustee shall be appointed by the Bondholders in the manner above provided, the Issuer, by resolution and upon written notice to the Borrower, shall appoint a temporary trustee to fill such vacancy, and any such temporary trustee so appointed by the Issuer shall immediately and without further act be superseded by the successor trustee so appointed by the Bondholders. Notice of the appointment of a successor trustee shall be given in the same manner as provided by the Indenture with respect to the resignation of the Trustee. Every such successor trustee appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing within or outside the State, shall be eligible to serve as trustee, bond registrar, and paying agent under the Act, shall be duly authorized to exercise trust powers and subject to examination by federal or state authority, shall have a reported combined capital, surplus, and undivided profits of not less than \$25,000,000, and shall be an institution willing, qualified, and able to accept the trusteeship upon the terms and conditions of the Indenture.

In case at any time the Trustee shall resign or be removed and no appointment of a successor trustee shall be made pursuant to the foregoing provisions of the Indenture prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the Owner of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor Trustee.

Amendments to Indenture and Supplemental Indentures Not Requiring Consent of Bondholders

The Issuer and the Trustee may, without the consent of or notice to any of the Bondholders, but with the consent of the Borrower if required by the Indenture, enter into an amendment to the Indenture or an indenture or indentures supplemental to the Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (i) to cure any ambiguity or formal defect or omission in, or to correct or supplement any defective provision of, the Indenture,
- (ii) to add to the covenants and agreements of, and limitations and restrictions upon, the Issuer in the Indenture other covenants, agreements, limitations, and restrictions to be observed by the Issuer for the protection of the Bondholders,
- (iii) to evidence the appointment of a separate trustee or a co-trustee, or the succession of a new trustee or the appointment of a new or additional paying agent or bond registrar,

(iv) to grant to or confer upon the Trustee for the benefit of Bondholders any additional rights, remedies, powers, benefits, security, liabilities, duties, or authority that may lawfully be granted to or conferred or imposed upon the Bondholders or the Trustee or either of them,

(v) to subject to the lien and security interest of the Indenture additional revenues, properties, or collateral,

(vi) to modify, amend, or supplement the Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of Bonds for sale under the securities laws of any state, and, if they so determine, to add to the Indenture or any indenture supplemental hereto such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or any similar federal statute,

(vii) to modify, amend, or supplement the Indenture in such manner to assure the continued exclusion from gross income of the Owners thereof for federal income tax purposes of interest on any Bonds which is excludable from the gross income of the Owners thereof for federal income tax purposes,

(viii) to comply with any provisions of the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended, or any rules or regulations promulgated thereunder,

(ix) to reflect a change in applicable law provided that the Trustee shall determine (which may be in reliance on an opinion of counsel) that such amendment or supplemental indenture does not prejudice the rights of Bondholders, or

(x) in connection with any other change herein which, in the judgment of the Trustee (which may be in reliance on an opinion of counsel), does not prejudice or materially adversely affect the Bondholders, impair the Trust Estate, or adversely affect the Trustee's duties, rights, or immunities.

The Issuer and the Trustee will, without the consent of or notice to any Bondholders, enter into an indenture or indentures supplemental to the Indenture (i) in connection with the issuance of any Additional Bonds in accordance with the Indenture and the inclusion of additional security in connection therewith, (ii) to the extent necessary with respect to the land and interests in land, buildings, furnishings, machinery, equipment, and all other real and personal property which may form a part of the Project, so as to more precisely identify the same or to substitute or add additional land or interests in land, buildings, furnishings, machinery, equipment, or real or personal property as a part of the Trust Estate, or (iii) with respect to any changes required to be made in the description of the Trust Estate in order to conform with similar changes made in the Agreement as permitted by the Indenture.

Amendments to Indenture and Supplemental Indentures Requiring Consent of Bondholders

Exclusive of amendments and indentures supplemental hereto covered above and subject to the terms and provisions contained in this section and not otherwise, Owners of not less than two-thirds (2/3) in aggregate principal amount of Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding to consent to and approve the execution by the Issuer and the Trustee of an amendment or amendments to the Indenture or such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture; provided, however, that nothing contained in this Section shall permit, or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount of, or a reduction in the rate or an extension of the time of payment of interest on, or a reduction of any premium payable on the redemption of, any Bonds, without the consent of every Owner of such Bonds, or (b) the creation of any lien or security interest (other than any Permitted Encumbrances) prior to or on a parity with the lien and security interest of the Indenture without the consent of the Owners of all the Series 2009 Bonds at the time Outstanding which would be affected by the action to be taken, or (c) a reduction in the amount, or an extension of the time of any payment, required by the mandatory redemption provisions of the Indenture, without the consent of the Owners of all the Series 2009 Bonds at the time Outstanding which would be affected by the action to be taken, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the Owners of which are required to consent to any such amendment or supplemental indenture, without the consent of the Owners of all Bonds at the time Outstanding which would be affected by the action to be taken, or (e) the modification of the trusts, powers, obligations, remedies, privileges, rights, duties, or immunities of the

Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (g) the release of or requirements for the release of the Indenture, without the consent of the Owners of all Bonds at the time Outstanding which would be affected by the action to be taken. Copies of any amendments or supplements to the Indenture shall be sent to the Rating Agencies that have assigned a rating to the Series 2009 Bonds.

Prior to entering into such an amendment or supplemental indenture there shall be delivered to the Issuer and the Trustee a favorable opinion of Bond Counsel. If at any time the Issuer shall request the Trustee to enter into any such amendment or supplemental indenture for any of the purposes allowed by this Section, the Trustee shall, upon being reasonably indemnified with respect to expenses, cause notice of the proposed execution of such amendment or supplemental indenture to be given in substantially the manner provided in the Indenture with respect to redemption of Bonds. Such notice shall briefly set forth the nature of the proposed amendment or supplemental indenture and shall state that copies thereof are available from the Trustee upon request. The costs of such copies shall be an Ordinary Expense. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the giving of such notice, Owners of not less than two-thirds (2/3) in aggregate principal amount of Bonds Outstanding at the time of the execution of any such amendment or supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein or to the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment or supplemental indenture as in this Section permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of an amendment or supplemental indenture has been effected in compliance with the provisions of the Indenture.

Amendments to Other Bond Documents Not Requiring Consent of Bondholders

The Issuer and the Trustee will, without the consent of or notice to Bondholders consent to any amendment, change, or modification of the Bond Documents other than the Indenture as may be required (i) by the provisions of the Agreement and the Indenture, (ii) in connection with the issuance of Additional Bonds as provided in the Indenture, (iii) for the purpose of curing any ambiguity or formal defect or omission therein, or to correct or supplement any defective provision thereof, (iv) in connection with the land and interests in land described in Exhibit A to the Agreement and the buildings, machinery, equipment, and other real or personal property financed so as to identify more precisely the same or to substitute or add additional land or interests in land, buildings, machinery, equipment, or other real or personal property, (v) so as to add additional rights acquired in accordance with the provisions of the Bond Documents, (vi) to substitute a new borrower under the Agreement as provided therein, (vii) to comply with any provisions of the Securities Act of 1933, as amended or the Securities Exchange Act of 1934, as amended, or any rules or regulations promulgated thereunder, or (viii) in connection with any other change therein which, in the judgment of the Trustee (which may rely on an opinion of counsel), does not prejudice the Trustee or materially adversely affect Owners of Bonds. Prior to entering into any amendment, change, or modification of the Bond Documents other than the Indenture, there shall be delivered to the Issuer and the Trustee a favorable opinion of bond counsel.

Amendments to Other Bond Documents Requiring Consent of Bondholders

Except for the amendments, changes, or modifications as provided in certain provisions of the Indenture, neither the Issuer nor the Trustee shall consent to any other amendment, change, or modification of the Bond Documents other than the Indenture, without giving notice to and obtaining the written approval or consent of Owners of not less than two-thirds (2/3) in aggregate principal amount of Bonds at the time Outstanding given and procured as in the Indenture provided; provided, however, that nothing in the Indenture shall permit or be construed as permitting, (a) an extension of the time for payment of any amounts payable under the Agreement or a reduction in the amount of any payment or in the total amount due under the Agreement, without the consent of every Owner of Bonds affected thereby or (b) a reduction in the aforesaid aggregate principal amount of Bonds the Owners of which are required to consent to any such amendment, change, or modification of such other Bond Documents, without the consent of the Owners of all Bonds at the time Outstanding which would be affected by the action to be taken. Prior to entering into any amendment, change, or modification of the Bond Documents other than the Indenture, there shall be delivered to the Issuer and the Trustee a favorable opinion of bond counsel. If at any time the Issuer or the Borrower shall request any such proposed amendment, change, or modification of such other Bond

Documents, the Trustee shall, upon being satisfactorily indemnified with respect to costs and expenses, cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by certain provisions of the Indenture with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change, or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the giving of such notice, the Trustee and the Owners of not less than two-thirds (2/3) in aggregate principal amount of Bonds Outstanding at the time of the execution of such proposed amendment, change, or modification shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein or to the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee from consenting to the execution thereof or to enjoin or restrain the Issuer or the Borrower from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment, change, or modification as in this Section permitted and provided, such other Bond Documents shall be and be deemed to be modified, changed, and amended in accordance therewith. Copies of any amendments or supplements to the Bond Documents shall be sent to the Rating Agencies that have assigned a rating to the Series 2009 Bonds.

APPENDIX B
GROUND LEASE

No. ____ of Two Executed Original Counterparts.

COUNTERPART OF _____.

**STATE OF GEORGIA;
COUNTY OF GWINNETT:**

GROUND LEASE

THIS GROUND LEASE (hereinafter referred to as the "Ground Lease" or the "Lease") is made and entered this _____ day of _____, 2009, by and between the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, whose address for purposes of this Lease is: Attention: Vice Chancellor for Facilities, 270 Washington Street, S.W., Atlanta, Georgia 30334, Party of the First Part, (hereinafter referred to as "Lessor"), and **GGC STUDENT CENTER, LLC**, a Georgia limited liability company whose address for purposes of this Lease is 1000 University Center Lane, Lawrenceville, Georgia 30043, (hereinafter referred to as "Lessee"), for the use of certain real property located on the campus of **GEORGIA GWINNETT COLLEGE**, a unit of the University System of Georgia (hereinafter referred to as "Institution").

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain Premises consisting of approximately 1.36 acres situated in Land Lot 10, 7th District, Gwinnett County, Georgia, located on the campus of the Institution, (hereinafter referred to as the "Premises"), more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Lessee desires to lease the Premises from Lessor; and

WHEREAS, at its meeting of June 10, 2009, Lessor determined the Premises to no longer be advantageously useful to the Institution or other units of the University System, but only for the purpose of constructing, owning, operating and maintaining an approximately 79,212 square foot student center and related amenities; and further approved the leasing of the Premises to Lessee under the conditions set forth in this Lease; and

WHEREAS, Lessor's leasing of the Premises is for the purposes of constructing, owning, operating and maintaining and approximately 79,212 square foot student center and related amenities for the benefit of the Institution.

NOW, THEREFORE, in consideration of the mutual promises herein contained, upon the following terms and conditions to be paid and kept by Lessee, Lessor grants and leases, and Lessee does hereby accept, take and lease, the Premises from Lessor. This Lease creates in Lessee an estate for years.

1.

USE OF PROPERTY

1.1 The Premises shall be used by Lessee for the purpose of constructing, owning, operating and maintaining an approximately 79,212 square foot student center and related amenities (hereinafter the "Improvements"). The Improvements shall be constructed pursuant to the program, plans and specifications identified in Exhibit "C" attached hereto approved by Lessor. Upon completion of construction of the Improvements, the Premises may be modified as set forth in Section 9.7 below.

1.2 Without limitation of the foregoing, Lessee shall not: (a) use the Premises or Improvements for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (b) commit, or suffer to be committed, any waste in or on the Premises and Improvements, nor shall it create or permit any nuisance in or on the Premises.

1.3 Lessor retains a non-exclusive easement on, over, under, upon, across, or through the Premises together with the right of ingress and egress to adjoining land of Lessor as may be reasonably necessary for Lessor to operate the Institution provided the use of such easement by Lessor does not unreasonably interfere with Lessee's construction, operation, maintenance or use of the Premises. Lessor retains non-exclusive easements to all utility lines crossing the Premises that provide service to the property owned by Lessor surrounding the Premises; such easements shall include the ability of Lessor to maintain, repair and replace such utilities.

2.

OCCUPANCY

Lessee shall occupy the Premises continuously throughout the Term of this Lease and shall not desert, surrender, abandon or cease using the Premises during the term of this Lease. As hereinafter used, "Term" shall collectively refer to the Construction Term, the Primary Term and any extension thereof.

3.

RENT

For and as rent for the Premises, Lessee covenants and agrees to keep each and every term and condition of this Lease required to be kept by Lessee, each of which shall constitute rent for the Premises, in addition to payment by Lessee to Lessor of the following amounts of rent:

3.1 Lessee shall pay in advance to Lessor the sum of TEN DOLLARS (\$10.00) per year, payable in advance upon execution of this Lease.

3.2 Lessee shall also pay to Lessor, as additional rent, all costs and expenses which Lessor incurs as a result of any default of Lessee or failure on the part of Lessee to comply with any provisions of this Lease.

4.

TERM AND TERMINATION

4.1 Unless sooner terminated as hereinafter provided, the Construction Term shall begin upon the execution of this Lease and shall end upon commencement of the Primary Term, as set forth in Section 4.2; provided, however that the Construction Term shall not exceed a period of two (2) calendar years.

4.2 The Primary Term of this Lease shall be for thirty (30) years beginning upon the first day of the first month after issuance of a certificate of occupancy for the Improvements but in no event prior to October 1, 2010 (the "Commencement Date") and ending at 11:59 o'clock P.M. prevailing legal time in Atlanta, Georgia, on the day before the thirtieth anniversary of the Commencement Date, unless sooner terminated as hereinafter provided. Lessee may terminate this Lease during the term only upon thirty (30) days' written notice to Lessor and, subject to Lessor's rights under Section 9.3, conveyance to Lessor of all right and title to all improvements then existing on the Premises free and clear of any liens or encumbrances. The Primary Term of this Ground Lease shall not exceed thirty (30) years from the date Lessee obtains a certificate of occupancy.

4.3 The termination date of the Primary Term shall be extended, upon the request of Lessee, for one extension period of up to five (5) years, and such request must be made to Lessor at least ninety (90) days, but no more than 180 days, prior to the termination date. Any outstanding obligation of the Lessee to pay an amount secured directly or indirectly by any leasehold security deed permitted under this Lease is sufficient grounds that Lessor shall grant an extension provided that any such extension for this purpose shall terminate on the earlier to occur of (a) the end of any such extension period, or (b) the date of repayment in full of the secured indebtedness and release of the leasehold security deed.

4.4 Upon expiration of this Lease (including any renewals or extensions thereof), if and only if Lessor determines the continued rental of the Premises is in the best interest of the Institution and the University System, Lessor may grant Lessee a usufruct in the Premises for fair market rental value and under terms to be mutually agreed upon by Lessor and Lessee.

4.5 Subject to Sections 4.3 and 4.4 above, upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises and the Improvements shall wholly cease and title to the Premises and the Improvements, including but not limited to all permanent improvements, erections and additions constructed on the Premises by Lessee, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefore to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time other than pursuant to the specific terms of this Lease. This provision shall not relieve Lessee from liability for having left the Premises or the Improvements in unsound or unsafe condition or with encumbered title. Lessee, upon the request of Lessor, covenants and agrees to execute a

quitclaim deed releasing all such rights in the Premises and the Improvements in a form and substance acceptable to Lessor.

4.6 Subject to Section 9.5, below, in addition to the termination provisions set forth in Section 4.2 above, if Lessee shall, after ten (10) days notice thereof, default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease; then and in any of the above events, Lessor, at its option, may at once or thereafter (but only during the continuance of such default), terminate this Lease. Upon such termination by default the provisions of Section 4.5 shall apply and Lessor may forthwith re-enter the Premises and repossess itself and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

5.

RULE AGAINST PERPETUITIES

If the Rule Against Perpetuities or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interests, including, without limitation, O.C.G.A. §44-6-1, as amended, shall limit the time within which the vesting of title to the Improvements for which provision is made in Section 9 must occur, then such vesting of title shall occur not later than twenty (20) years after the death of the last survivor of the Board of Regents of the University System of Georgia in office on the date of execution of this Lease. In the event such vesting should occur due to the provisions of this Section and prior to the expiration or termination of this Lease, this Lease shall continue in full force and effect, except the term "Premises" shall be automatically modified to include the Improvements.

6.

HOLDING OVER

Lessee shall not use or remain in possession of the Premises after the termination of this Lease. Any holding over or continued use and/or occupancy of the Premises by Lessee after the expiration or any termination of the term of this Lease, without consent from Lessor, shall not constitute a Tenancy-At-Will in Lessee, but Lessee shall be a Tenant-At-Sufferance, subject to the provisions of Section 4 of this Lease.

7.

INSPECTION AND TITLE

Lessee hereby acknowledges that it has fully inspected the Premises and that the Premises and title to the Premises is accepted and is in satisfactory and a suitable condition for the use intended by Lessee as hereinabove provided for in this Lease.

8.

NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, Lessor or Institution and Lessee partners in, of, or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either Lessor, Institution or Lessee liable to a third party for the debts or obligations of the other.

9.

IMPROVEMENTS

9.1 Lessee shall construct during the Construction Term, at its sole cost and expense, the Improvements specified and described in the program, plans and specifications identified in Exhibit "C" attached hereto, including such temporary or permanent improvements, erections, additions and alterations as are necessary to adapt the Premises and Improvements for use as a student center and related amenities. Lessee shall, after obtaining permission from Lessor, and at its sole cost and expense, demolish any existing improvements or structures on the Premises including the clearing, grubbing and preparation of the Premises for construction of the Improvements. All Improvements and facilities shall be constructed wholly within the boundary lines of the Premises and each shall be a self-contained, complete unit and shall not be tied into or have any physical connection with any structure located on any other property of Lessor.

9.2 Title to the Improvements shall vest in Lessee until the end of the Primary Term, unless sooner terminated pursuant to the terms of this Lease. Lessee covenants and agrees to convey all of Lessee's right, title and interests, free and clear of all liens and security interests, and surrender possession of the Premises and Improvements, at the expiration of the Primary Term, or at such date of earlier termination pursuant to the provisions of this Lease. Any and all temporary improvements, erections or additions constructed on the Premises by Lessee, which are not a part of the Improvements as specified in Section 9.1 above, shall continue to be and remain the property of Lessee, and may be removed by the Lessee, in whole or in part, at any time before the termination of this Lease. If Lessee removes any or all temporary improvements, erections or additions it has constructed on the Premises, Lessee agrees to repair any and all damage resulting to the Premises and the Improvements from such removal.

9.3 Upon the expiration (including any renewal periods) or earlier termination of this Lease, Lessor may, at the option of Lessor, notify Lessee that any or all improvements, temporary and permanent, placed upon the Premises by Lessee should be removed at the expiration or earlier termination of the Lease in which event Lessee shall remove such improvements. Lessee shall not begin the removal or demolition of any improvements prior to the expiration or earlier termination date: provided that all improvements shall be removed as expeditiously as possible. Lessor herein grants to Lessee a license to enter the Premises, said license shall take effect upon the termination or expiration of this Lease for the sole and exclusive purpose of removing such improvements. Lessee's right to use said license is contingent upon Lessor's notification to Lessee that permanent improvements shall be removed from the Premises.

9.4 Lessee, at all times during the Term of this Lease, at its sole cost and expense, shall keep the Premises and the Improvements in good order, condition and repair, ordinary wear and tear excepted. Lessee's obligations hereunder include, without limitation, all necessary repairs and replacements of the Premises, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including but not limited to the exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, and lighting, heating, plumbing and sewage facilities, and air conditioning equipment. Lessor shall not be required to make any repairs of any kind or nature, in, on or to the Premises during the Term of this Lease.

9.5 Lessee shall have the right to mortgage and/or otherwise encumber the Premises and Improvements to the extent of its leasehold interest only. Lessor hereby consents to the encumbrance of the Premises during the Construction Term for the purpose of construction and during the Primary Term for permanent financing of the Improvements to the Premises contemplated by this Section 9. Lessor agrees to give any lender written notice of any default by Lessee under this Lease, provided lender has given Lessor timely notice of lender and lender's contact information and timely notice of any change in lender or lender's contact information, and lender shall have a period of time after lender's receipt of the notice of default (thirty (30) days in the case of a default in the payment of any sum due hereunder; sixty (60) days in the case of all other defaults) in which to cure, or to cause to be cured, any such default, before Lessor may exercise any right or remedy hereunder or as otherwise available to Lessor. Notwithstanding any other provision of this Lease, Lessor shall not be required to subordinate this Lease to any other interest of any person or entity lending money for the Improvements, and all such interests or instruments shall be subordinate to this Lease. If any lender requires recordation of this Lease, both parties hereby consent to such recordation, and either party may record this Lease in that event. Lessee shall not permit any liens to be placed against the Premises, and if such liens are filed, Lessee shall cause prompt removal of such liens.

9.6 Lessor has not and will not participate in the structuring, offering or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Improvements and Lessor shall have no obligation with respect to the bonds or the financing of the Improvements.

9.7 Upon completion of construction of the Improvements, but not later than ninety (90) days after termination of the Construction Term, Lessee shall provide, at its sole cost and expense, "as built" drawings and plats of the Premises and the Improvements. Should the Premises as described on Exhibit A not be fully utilized by the Improvements, then Lessee covenants and agrees to resurvey the portion of the Premises used by the Improvements and to then convey the unused portion of the Premises back to Lessor, at which time this Lease shall be modified so that the Premises subject to the Primary Term is the "as built" property utilized by the Improvements.

10.

INDEMNIFICATION AND HOLD HARMLESS

10.1 In consideration of the benefits to be derived herefrom, Lessee shall be responsible to the Lessor during the Term of this Lease for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the occupancy of the Premises by the Lessee, or any of its subcontractors, its agents, employees or others working at the direction of Lessee or on its behalf, regardless of who may be the owner of the property. The Lessee is responsible for insuring its tools, equipment, fixtures, trade fixtures and personal property and Lessor shall not be liable for any loss or damage to such tools, equipment, fixtures and personal property.

10.2 Lessee hereby agrees to indemnify and hold harmless the Lessor, the Board of Regents of the University System of Georgia, the Institution, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees, directors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, arising out of or resulting from the performance of this Lease due to liability to a third party or parties, or due to any act or omission on the part of the Lessee, its agents, employees or others working at the direction of Lessee or on its behalf, or due to any breach of this Lease by the Lessee, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Lessee. This indemnification obligation survives the termination of this Lease and the dissolution or, to the extent allowed by law, the bankruptcy of the Lessee. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services (hereinafter "DOAS") the Lessee agrees to immediately reimburse the Funds for such monies paid out by the Funds.

10.2.1 This indemnification applies where the Indemnitees are partially responsible for the situation giving rise to the claim, provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnitees.

10.2.2 This indemnification does not extend beyond the scope of this Lease and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred directly by the Indemnitees due to breach or default by the Indemnitees under the terms and conditions of this Lease.

11.
INSURANCE

11.1 Insurance Certificates. Unless waived in writing, or otherwise provided by the Lessor the Lessee shall, prior to the commencement of work, procure the insurance coverages identified below at the Lessee's own expense and shall furnish the Lessor an insurance certificate listing the Lessor as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Lessor as certificate holder
- (i) Lease number, Name of Facility and Address of Premises
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory forty-five (45) days notice of cancellation/non-renewal (See Section 11.2(a) below).

11.2 Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class VIII or larger. Each such policy shall contain the following provisions:

(a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after the Lessor has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this Lease shall have been received, accepted, and acknowledged by the Lessor. Such notice shall be valid only as to the Premises as shall have been designated by this Lease and address of the Premises in said notice.

(b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

(c) Each insurer is hereby notified of the statutory requirements that the Attorney General of the State shall represent and defend the Indemnitees but will, without limiting the authority of the Attorney General, consider attorneys recommended by the insurance company for appointment as Special Assistant Attorney General to represent and defend the Indemnitees. The insurance company may, at the option of the

Attorney General, have the right to participate in the defense of the Indemnitees. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General.

(d) Self-insured retention in any policy for "All Risk" shall not exceed \$10,000.00. Deductibles for Catastrophic Perils including Flood, Earthquake and Windstorm shall not exceed \$50,000.00.

11.3 Insurance Coverages. The Lessee agrees to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased by the Lessee, during the Construction Term and Primary Term of this Lease. The minimum required coverages and liability limits which may be amended from time to time during the term of this Ground Lease by Lessor to reflect then current reasonable and standard limits by giving Notice to Lessee pursuant to Section 20 and both parties shall execute an amendment to this Ground Lease to reflect the change are as follows:

(a) Workers' Compensation. The Lessee agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Georgia Board of Workers' Compensation approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Lessee qualifies to pay its own workers' compensation claims. The Lessee shall require all subcontractors performing work or occupying the Premises under this Lease to obtain an insurance certificate showing proof of Workers' Compensation and shall submit a certificate on the letterhead of the Lessee in the following language prior to the commencement of the Construction Term:

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own worker's compensation insurance or are covered by the Lessee's worker's compensation insurance."

(b) Employers' Liability Insurance. The Lessee shall also maintain Employers Liability Insurance Coverage with limits of at least:

- (i) Bodily Injury by Accident - \$1,000,000 each accident; and
- (ii) Bodily Injury by Disease - \$1,000,000 each employee.

The Lessee shall require all contractors and subcontractors performing work or occupying the Premises under this Lease to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Lessee in the following language prior to the commencement of occupancy:

“This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own employers liability insurance or are covered by the Lessee’s employers liability insurance.”

(c) Commercial General Liability Insurance. The Lessee shall provide Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<i>Coverage</i>	<i>Limit</i>	
1. Premises and Operations	\$1,000,000 per Occurrence	
2. Products and Completed Operations	\$1,000,000 per Occurrence	
3. Personal Injury and Advertising	\$1,000,000 per Occurrence	
4. Contractual	\$1,000,000 per Occurrence	
5. Fire Legal	\$1,000,000 per Occurrence	
6. Blasting and Explosion	\$1,000,000 per Occurrence	*
7. Collapse of Structures	\$1,000,000 per Occurrence	*
8. Underground Damage	\$1,000,000 per Occurrence	*
9. General Aggregate	\$2,000,000 this Lease only	

* Required during any construction period.

Additional Requirements for Commercial General Liability Insurance:

(1) The policy shall name as additional insureds the officers, members, agents and employees of the Lessor, Institution and the State of Georgia, but only with respect to claims arising out of work, occupancy of the Premises or performance under this Lease for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.

(2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.

(3) The policy or policies must be on an “occurrence” basis.

(4) The policy must include separate aggregate limits per project/location.

(d) Commercial Business Automobile Liability Insurance. The Lessee shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability

Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional Requirements for Commercial Business Automobile Liability Insurance:

(1) The policy shall name as additional insureds the officers, members, agents and employees of the Lessor, Institution and the State of Georgia but only with respect to claims arising out of work, occupancy of the Premises or performance under this Lease for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.

(2) The policy must provide primary coverage for any claims not covered by the Georgia Tort Claims Act.

(e) Commercial Umbrella Liability Insurance. The Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated in 11.3(a), (b), (c) and (d) shall be:

\$2,000,000 per Occurrence
\$2,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance:

(1) The policy shall name as additional insureds the officers, members, agents and employees of the Lessor, the Institution and the State of Georgia, but only with respect to claims arising out of work, occupancy of the Premises or performance under this Lease for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.

(2) The policy must provide primary coverage for any claims not covered by the Georgia Tort Claims Act.

(3) The policy must be on an "occurrence" basis.

(f) Builders Risk Insurance. During any construction period only, Lessee shall provide a Builder's Risk Insurance Policy to be made payable to the Lessor, Institution and Lessee as their interests may appear. The policy amount should be equal to 100% of the Improvements construction contract sum, written on a 2002 Causes of Loss - Special Form, or its equivalent. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$10,000.00. The policy shall be endorsed as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Lessee or Lessor, and
- (iii) Performance of work in connection with construction operations insured by the Lessee or Lessor, by agents or sublessees or other contractors of Lessee or Lessor, or by contractors of the Lessee or Lessor.”

(g) Property Insurance. During the Primary Term, Lessee shall provide a Fire and Hazard Property Insurance Policy to be made payable to the Lessor, Institution and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the Improvements, written on a 2002 Causes of Loss - Special Form, or its equivalent. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of the “All Risk” deductible exceed \$10,000.00.

11.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Primary Term and shall not terminate until this Lease has been terminated.

11.5 Failure of Insurers. The Lessee is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

11.6 Waiver of Insurance for Additional Insureds. Unless otherwise expressly provided to the contrary, the obligation of Lessee to name as additional insureds the officers, members, agents and employees of the Lessor, the Institution and the State of Georgia for claims arising out of work or occupancy of the Premises under this Lease for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy is hereby waived to the extent and during any term or renewal term of any rental agreement under which the Lessor is occupying the Premises; provided, however, that this waiver does not apply to any insurance requirements in this Lease applicable to the Construction Period or any subsequent construction period in which renovation, rehabilitation or other work is being performed on the Premises.

12.

UTILITIES

At its sole cost and expense, Lessee shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for Lessee’s use of the Premises.

13.

TAXES AND ASSESSMENTS

13.1 Lessee covenants and agrees, during its use and/or occupancy of the Premises, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent and shall indemnify, protect, save and hold harmless Lessor from the payment of (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during Lessee's use and/or occupancy of the Premises, may be assessed, levied, charged or imposed against or with respect to the Premises, including, but not limited to, the building, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of Lessee's business in or on the Premises.

13.2 Nothing herein shall obligate or require the payment of any imposition by Lessee, unless such obligation or requirement is provided by law. Lessee may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) Lessor in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment of Lessee of any imposition, Lessee shall furnish Lessor with a copy of said receipt evidencing such payment.

14.

DESTRUCTION OF OR DAMAGE TO PROPERTY

If the Improvements and/or any other building(s) constructed on the Premises are totally or partially destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe, this Lease shall not terminate, but Lessor shall permit Lessee to rebuild, or at Lessee's option, Lessee may terminate this Lease (subject, however, to the consent and concurrence of the holder of the leasehold security deed) and invoke the provisions of Section 4.5 of this Lease.

15.

REPAIR

Lessee shall operate, maintain and repair the Premises, Improvements and any building built thereon in accordance with the existing rules, regulations, and policies of the Lessor, and in accordance with the provisions of this Lease.

16.

HAZARDOUS SUBSTANCES

16.1 Lessee shall not bring, deposit, or allow to be brought or deposited, in or upon the Premises any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Premises and in compliance with all other applicable provisions of this Lease.

16.2 Lessee warrants that it will not allow any of the following to occur on the Premises, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. In addition, Lessee warrants that it will not allow any violations of environmental laws on the Premises, regardless of cause. Lessee's obligation in no way extends to any environmental condition of the Premises existing prior to Lessee's possession.

17.
INSPECTION

For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times to enter in and on the Premises and the Improvements.

18.
NO DISCRIMINATION

In its occupancy and use of the Premises, Lessee shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lessee may be enforced by termination of this Lease, (provided that notice of the breach of such covenant shall have been given to any leasehold mortgagee and such breach shall not have been cured, as provided in Section 9 of this Lease), injunction, and any other remedy available at law to Lessor.

19.
TRANSFER, ASSIGNMENT AND SUBLETTING

19.1 Lessee shall not transfer or assign (whether by instrument or operation of law or, if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of Lessee hereunder without the prior written consent, in Lessor's sole discretion, of Lessor. Lessee shall not sublet the Premises or any building built thereon or part thereof, or any right or privilege appurtenant thereto, nor permit nor suffer any party other than Lessee to use or occupy the Premises or any portion thereof without the prior written consent, in Lessor's sole discretion, of the Lessor. Any transfer, assignment or subletting without the prior written consent of Lessor shall be void *ab initio* and shall at the option of Lessor terminate this Lease. Lessor's consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Lessee, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer, assignment and subletting,

and each subsequent use and occupancy by a party other than Lessee shall likewise be made only with the prior written consent of Lessor.

19.2 Nothing contained in this Section 19 shall limit or is intended to limit the rights of Lessee under Section 9.5 hereof; and the enforcement by the holder of a leasehold security deed encumbering the Premises and improvements, including the foreclosure of such security deed or transfer of Lessee's leasehold interest in lieu of foreclosure, shall not be restricted or prohibited hereunder or subject to Lessor's consent. In addition, if any leasehold mortgagee (or its successor, assign, designees or nominee) succeeds to the interest of Lessee under this Lease, then such mortgagee (or its successor, assign, designee or nominee) shall have (a) the right, with the consent of Lessor, which shall not be unreasonably withheld, to further transfer or assign this Lease or to sublet the Premises and improvements thereon, anything to the contrary herein contained notwithstanding, and (b) all the rights, options and privileges of the Lessee under this Lease.

20.
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices", required by the provisions of this Lease to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and the original of said notice shall be sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's hereinabove set forth address. The sender of said notice shall request the United States Postal Service to "Show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices, where applicable, shall be addressed to the attention of the person or title, or both if applicable, hereinabove set forth, valid and perfected delivery of notice shall be accomplished under this Lease even though the said named person or the person holding said title is not the person who accepts or receives delivery of the said notice. Any notice, so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient under this Lease. Either party hereto may from time to time, by notice of the other, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

21.
TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Lease.

22.

NON-WAIVER

No failure of Lessor to exercise any right or power given to Lessor under this Lease, or to insist upon strict compliance by Lessee with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Lease.

23.

RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law.

24.

BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25.

INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.

GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.

SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28.

COUNTERPARTS

This Lease is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

29.

NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Lease.

30.

SPECIAL STIPULATIONS

The Special Stipulations on Exhibit B, attached hereto are hereby incorporated by reference herein. To the extent that the Special Stipulations set forth on Exhibit B conflict with any of the foregoing terms and conditions of this Lease, the said Special Stipulations shall control.

31.

SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

ENTIRE AGREEMENT

This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Lessor and Lessee and incorporated in and by reference made a part hereof.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named representatives, and Lessee, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

LESSOR:

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA**

By: _____ L.S.
LINDA M. DANIELS
Vice Chancellor for Facilities

Attest: _____ L.S.
JAMES BURNS NEWSOME
Secretary to the Board

(Seal Affixed Here)

Signed, sealed and delivered as to
Lessor in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

APPROVAL OF INSTITUTION:

GEORGIA GWINNETT COLLEGE

By _____
Dr. Daniel J. Kaufman, President

[SIGNATURES CONTINUED NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

APPROVED:

By: _____
SONNY PERDUE
Governor

Attest: _____
KAREN C. HANDEL
Secretary of State

(Great Seal of the State of Georgia)

Signed, sealed and delivered as to
Governor in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires:

[SIGNATURES CONTINUED NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LESSEE:

GGC STUDENT CENTER, LLC, a Georgia
limited liability company

By: _____

Print Name: _____

Its: _____

Signed, sealed and delivered as to
Lessee in the presence of:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires: _____

EXHIBIT "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District of Gwinnett County, Georgia, City of Lawrenceville, and being more particularly described as follows:

The starting location can be identified from a point located on the southeastern right of way line of Tree Creek Boulevard at its intersection with the boundary line common to Land Lots 30 and 31, such point being the Point of Commencement; from the Point of Commencement as thus established, running South 29° 58' 13" East a distance of 1390.15 feet to a point marked by an iron pin found – 5/8" rebar; thence running North 59° 47' 01" East a distance of 1666.36 feet to a point marked by an iron pin found – 1/4" rebar; thence running South 83° 02' 41" West a distance of 335.31 feet to a point, said point being the Point of Beginning . From the Point of Beginning as thus established and following courses: North 30° 08' 11" West a distance of 142.59 feet to a point; thence North 04° 32' 48" West a distance of 37.70 feet to a point; thence along a curve to the left having a radius of 404.26 feet and an arc length of 130.14 feet, subtended by a chord of South 87° 03' 24" East for a distance of 129.58 feet to a point; thence running South 59° 51' 49" West a distance of 177.29 feet to a point; thence South 30° 08' 11" East at a distance of 165.64 feet to a point; thence North 59° 51' 49" East a distance of 56.09 feet to a point; thence South 30° 08' 11" East at a distance of 81.68 feet to a point; thence North 59° 51' 49" East a distance of 213.49 feet to the POINT OF BEGINNING. Said property contains 1.36 acres.

TOGETHER WITH THE EASEMENTS DESCRIBED ON THE FOLLOWING TWO PAGES:

TEMPORARY CONSTRUCTION EASEMENT

Lessor hereby grants to Lessee a temporary non-exclusive easement on, over, across and through the "Construction Easement Area" described below for the purpose of facilitating the construction of the improvements contemplated in this Ground Lease. Lessee agrees that it will utilize this temporary construction easement only to the extent reasonably necessary to initially construct said improvements. This Temporary Construction Easement shall expire on the last day of the Construction Term of this Ground Lease. The Construction Easement Area is described as follows:

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District of Gwinnett County, Georgia, City of Lawrenceville, and being more particularly described as follows:

The starting location can be identified from the iron pin found South of University Center Lane heading South 59°47'05" West a distance of 236.69 feet to a point; thence North 30°12'59" West a distance of 14.88 feet to a point. From project point thus established and following courses: North 29°51'23" West a distance of 23.17 feet to a point; thence North 60°19'21" East a distance of 51.58 feet to a point; thence North 30°43'48" West a distance of 25.47 feet to a point; thence South 60°19'41" West a distance of 69.14 feet to a point; thence North 30°14'31" West a distance of 83.89 feet to a point; thence North 60°12'19" East a distance of 12.53 feet to a point; thence North 30°15'42" West a distance of 54.77 feet to a point; thence North 60°26'10" East a distance of 24.54 feet to a point; thence North 30°13'14" West 51.67 feet to a point; thence North 59°47'06" East a distance of 1.94 feet to a point; thence North 30°12'52" West a distance of 16.91 feet to a point; thence South 70°31'15" West a distance of 1.92 feet to a point; thence North 18°16'48" West a distance of 20.01 feet to a point; thence North 67°37'45" East a distance of 41.55 feet to a point; thence North 34°26'59" West a distance of 24.69 feet to a point; thence South 83°04'09" West a distance of 62.17 feet to a point; thence North 51°56'23" West a distance of 24.14 feet to a point; thence North 27°18'07" West a distance of 171.15 feet to a point; thence South 81°59'42" West a distance of 50.88 feet to a point; thence South 59°25'28" West a distance of 10.88 feet to a point; thence South 05°10'47" East a distance of 21.21 feet to a point; thence South 18°01'31" West a distance of 113.38 feet to a point; thence South 56°47'57" West a distance of 94.89 feet to a point; thence South 89°37'59" West a distance of 78.70 feet to a point; thence South 64°00'05" West a distance of 113.04 feet to a point; thence South 52°46'03" West a distance of 106.56 feet to a point; thence North 84°56'23" West a distance of 24.41 feet to a point; thence South 06°52'41" West a distance of 64.77 feet to a point; thence South 86°28'57" East a distance of 211.29 feet to a point; thence South 17°00'15" East a distance of 73.23 feet to a point; thence South 28°30'05" East a distance of 138.73 feet to a point; thence North 59°49'03" East a distance of 117.29 feet to a point; thence South 30°28'50" East a distance of 49.19 feet to a point; thence North 59°41'50" East a distance of 267.28 feet to the POINT OF BEGINNING. Said property contains 4.849 acres (211,217 square feet).

OTHER EASEMENTS

In addition, Lessor hereby grants to Lessee the following easements, rights and privileges subject to the limitations set forth below. The easements, rights and privileges granted hereby shall run with the land during the term of this Lease.

UTILITY AND COMMUNICATION EASEMENTS:

Lessor grants to Lessee a non-exclusive easement on, over, across and through Lessor's property adjacent to the Premises to connect to and use Lessee's water, sewer (both storm and sanitary), electrical, telephone, electronic and other communication facilities, television, internet, chilled water and other such utility lines and services to those of Lessor or those of any governmental authority or utility provider currently available or available in the future to the Premises so long as Lessee pays to Lessor when due all of Lessor's cost for extending any such utility lines to the Premises and Lessor's cost of Lessee's usage of any such utility services. In addition, Lessor grants to Lessee a non-exclusive easement over Lessor's property adjacent to the Premises to install electronic data and communication lines and transformers in such locations as may be approved by the Lessor, such approval not to be unreasonably withheld. The non-exclusive easement herein granted shall expire automatically upon the expiration or earlier termination of this Ground Lease.

INGRESS/EGRESS EASEMENTS:

During the term of this Lease, Lessor grants to Lessee a non-exclusive easement over and across all existing and future walkways and drives between Tree Creek Boulevard and the Lease Site for vehicular and pedestrian ingress and egress to and from the Premises and Tree Creek Boulevard for access to adjacent public roads.

EXHIBIT “B”

Special Stipulations

[None]

EXHIBIT “C”
Plans & Specifications

Georgia Gwinnett College – April 30, 2009 GMP Set Sheet Index

Project Manual dated April 30, 2009

G001 COVER SHEET dated April 30, 2009
G010 BUILDING CODE REVIEW dated April 30, 2009
G101 LIFE SAFETY PLAN GROUND FLOOR dated April 30, 2009
G102 LIFE SAFETY PLANS PLAZA LEVEL dated April 30, 2009
G103 LIFE SAFETY PLAN UPPER LEVEL dated April 30, 2009
C001 GENERAL NOTES & LEGEND dated May 1, 2009
C100 EXISTING CONDITIONS dated May 1, 2009
C101 DEMOLITION PLAN dated May 1, 2009
C102 SITE PLAN dated May 1, 2009
C103 GRADING PLAN dated May 1, 2009
C104 UTILITY PLAN dated May 1, 2009
C105 PROFILES dated May 1, 2009
C106 EROSION CONTROL NOTES dated May 1, 2009
C107 EROSION & SEDIMENT CONTROL PLAN - INITIAL PHASE dated May 1, 2009
C108 EROSION & SEDIMENT CONTROL PLAN - INTERMEDIATE PHASE dated May 1, 2009
C109 EROSION & SEDIMENT CONTROL PLAN - FINAL PHASE dated May 1, 2009
C501 EROSION CONTROL DETAILS dated May 1, 2009
C502 EROSION CONTROL DETAILS dated May 1, 2009
C503 EROSION CONTROL DETAILS dated May 1, 2009
C504 CONSTRUCTION DETAILS dated May 1, 2009
C505 CONSTRUCTION DETAILS dated May 1, 2009
C506 CONSTRUCTION DETAILS dated May 1, 2009
L1.01 LANDSCAPE PLAN dated May 1, 2009
L1.02 LANDSCAPE PLAN – ENLARGEMENTS AND PLANT SCHEDULE dated May 1, 2009
L1.03 PLANTING DETAILS & NOTES dated May 1, 2009
L1.04 HARDSCAPE PLAN dated May 1, 2009
L1.05 TEMPORARY IRRIGATION PLAN dated May 1, 2009
A100 SITE PLAN dated April 30, 2009
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A121 GROUND LEVEL PLAN - WEST WING dated April 30, 2009
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A203 ENLARGED EXTERIOR ELEVATIONS dated April 30, 2009
A204 ENLARGED EXTERIOR ELEVATIONS dated April 30, 2009
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A213 TOWER SECTIONS dated April 30, 2009
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A514 SECTION DETAILS dated April 30, 2009
A515 SECTION DETAILS dated April 30, 2009
A516 SECTION DETAILS dated April 30, 2009
A517 SECTION DETAILS dated April 30, 2009
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FS-2 RESIDENT DINING PLAN dated April 15, 2009
FS-1A RESIDENT DINING PLAN PRELIMINARY UTILITY LOADS dated April 15, 2009
S001 STRUCTURAL ABBREVIATIONS AND LEGENDS dated April 30, 2009
S002 STRUCTURAL GENERAL NOTES dated April 30, 2009
S003 STRUCTURAL GENERAL NOTES dated April 30, 2009
S101 GROUND LEVEL FLOOR PLAN dated April 30, 2009
S102 LEVEL 1 FLOOR PLAN dated April 30, 2009
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APPENDIX C
RENTAL AGREEMENT

Counterpart No. ____ of Two Original Executed
Counterparts.
Counterpart of the _____

STATE OF GEORGIA;
COUNTY OF WINNETT:

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter "Agreement"), made and entered into this ____ day of __, 2009, by and between **GGC STUDENT CENTER, LLC**, a Georgia limited liability company, whose address is 1000 University Center Lane, Lawrenceville, Georgia 30043, Party of the first part, (hereinafter referred to as "Landlord"), and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, For The Use Of **GEORGIA WINNETT COLLEGE**, a unit of the University System of Georgia, whose address is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, party of the second part, (hereinafter referred to as "Tenant"):

W I T N E S S E T H:

ARTICLE I
PREMISES RENTED AND USE OF PREMISES

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise and rent, upon the terms and conditions herein stated, unto the Tenant those certain premises comprised of an approximately 79,212 square foot student center and related amenities to be located on a site in the center of the Georgia Gwinnett College's campus situated in Lawrenceville, Gwinnett County, Georgia, and more particularly described in Exhibit "C", which is attached hereto and incorporated herein by this reference, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times (hereinafter referred to as "Premises"). The Tenant does hereby rent and take from the Landlord, upon the terms and conditions herein stated, for the use of educational functions and facilities, the Premises.

ARTICLE II
FIXED RENTAL

The Tenant agrees to pay the Landlord, at his abovestated address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, rent in the amount and at the times designated on Exhibit "E," Rental Schedule, which is attached hereto and incorporated by this reference, (hereinafter referred to as "Rent") for the use and rent of the Premises.

ARTICLE III
TERM

This Rental Agreement shall be for a term commencing at 12:00 o'clock A.M., on the first day of the first month following the issuance of a certificate of occupancy ("hereinafter referred to as the "Commencement Date"), but the Commencement Date shall be no earlier than October 1, 2010 and ending at 11:59 o'clock P.M. on June 30, 2011, (hereinafter referred to as the "Expiration Date") unless terminated earlier as hereinafter provided (hereinafter referred to as "Initial Term").

**ARTICLE IV
OPTION TO RENEW OR EXTEND TERM**

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending this Agreement at the expiration of the Initial Term on a year to year basis for twenty-nine (29) consecutive years (each year is hereinafter referred to as "Renewal Term") until the date that is the day before the thirtieth (30th) anniversary of the date the Landlord obtained a certificate of occupancy for the improvements on the Premises. The Initial Term and Renewal Terms shall be collectively referred to as the "Term." Each Renewal Term shall be granted upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth and the rental rate stipulated on Exhibit "D"; provided, that notice of Tenant's desire, through the President of Georgia Gwinnett College, a unit of the University System of Georgia, to exercise such option shall be given to the Landlord at least sixty (60) days prior to the expiration date of the immediately preceding Initial Term or Renewal Term. It is further provided that this option may be exercised by the Tenant only in the event that Tenant is not in material breach of this Agreement.

**ARTICLE V
CONFLICTS**

The stipulations, provisions, covenants, agreements, terms and conditions, contained in the attached Exhibits are incorporated into this Agreement by this reference. In the event of conflict, the special stipulations in Exhibit "B" shall take precedence over any conflicting terms in this Agreement or in the other Exhibits.

(SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, Landlord and Tenant, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

GGC STUDENT CENTER, LLC, a Georgia limited liability company

By: _____ L.S.
Name: _____
Title: _____

Signed As to Landlord,
in the presence of:

Unofficial Witness

(Seal)

Notary Public

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA**

By: _____
Vice Chancellor for Facilities

Attest: _____
Assistant Vice Chancellor for Facilities

SIGNED As to Board Of Regents of
the University System of Georgia
in the presence of:

Unofficial Witness

(Seal)

Notary Public

Approval of Institution
By: _____
President

EXHIBIT "A"

**STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS,
TERMS AND CONDITIONS OF AGREEMENT**

1.

COVENANTS OF TITLE AND QUIET ENJOYMENT

Landlord covenants that Landlord is seized with an Estate for Years in the Premises and warrants that Tenant will lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy the Premises for the Term without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever. If Tenant is deprived of Tenant's right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, for any reason whatever, Tenant shall have the option to terminate this Agreement by giving the Landlord notice provided however that if Landlord's title shall come into dispute or litigation and Tenant is deprived of possession and use of the Premises, the Tenant's option is to withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation. This Agreement shall be terminated or the abatement of rent shall commence upon the date of Tenant's notice to Landlord.

2.

LANDLORD'S FAILURE TO DELIVER PREMISES AT COMMENCEMENT OF TERM

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date of the Initial Term, Tenant shall have the option of terminating this Agreement by giving the Landlord notice thereof and this Agreement shall be null and void as of the date of the notice and neither party shall have any further obligations hereunder. In the event Tenant elects not to exercise Tenant's option to terminate the Agreement, there shall be a total abatement of rent during the period between the Commencement Date and the date upon which Landlord actually delivers possession of the Premises to the Tenant.

3.

LANDLORD'S INSURANCE

(a) Insurance Certificates. Landlord shall procure the insurance coverage identified in Exhibit "D" and shall furnish the Tenant an insurance certificate listing the Tenant as the certificate holder. The insurance certificate must provide the following:

- (i) Name and address of authorized agent;
- (ii) Name and address of insured;
- (iii) Name of insurance company(ies);
- (iv) Description of policies;
- (v) Policy number(s);
- (vi) Policy period(s);

- (vii) Limits of liability;
- (viii) Name and address of Landlord as certificate holders;
- (ix) Lease number, Name of Facility and Address of Premises;
- (x) Signature of authorized agent;
- (xi) Telephone of authorized agent; and
- (xii) Mandatory forty-five (45) days notice of cancellation-renewal.

(b) Policy Provisions. Each of the insurance coverages required (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be issued by an insurer (or, for qualified self-insured or group of self-insureds, a specific excess insurer provider) with a Best Policyholders Rating of "A-" or better and with a financial size rating of a class VIII or larger. Each such policy shall contain the following provisions:

(i) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after the Landlord and Tenant have received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted and acknowledged by the Landlord and the Tenant. Such notice shall be valid only as to the Premises as shall have been designated by the Landlord and the Tenant.

(ii) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

(iii) Each Insurer is hereby notified that the statutory requirements that the Attorney General of the State shall represent and defend the Indemnitees, but will, without limiting the authority of the Attorney General, consider attorneys recommended by the insurance company for appointment as Special Assistant Attorney General to represent and defend the Indemnitees. The insurance company shall have the right to participate in the defense of the Indemnitees. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General.

(iv) Self-insured retention, except for qualified self-insurers or group self-insurers, in any "All Risk" policy shall not exceed \$10,000 Self-insured retention, except for qualified self-insurers or group self-insurers for Catastrophic Perils shall not exceed \$50,000.

(c) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues

throughout the term of this Agreement and shall not terminate until the Agreement has been terminated.

(d) Failure of Insurers. The Landlord is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

4.

USE OF PREMISES AND TENANT'S INSURANCE REQUIREMENTS

a. Tenant shall use the Premises for its educational and administrative functions and for any purpose within the powers of the University System. No use shall be made of the Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Landlord who shall obtain appropriate insurance endorsements. Tenant shall submit payment of the increase in premium for such endorsements. Tenant shall not sell, or permit to be kept for use in or about the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

b. Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant will provide third party liability coverage arising from the acts of its officers, members, and employees through the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq. and the self-insurance funds maintained pursuant to Georgia Law. The Georgia Tort Claims Act provides coverage for \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.

5.

TAXES AND ASSESSMENTS

During the Term of this Agreement, Landlord, covenants to pay off, satisfy and discharge, as they become due, all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and charged upon the Premises herein demised and rented.

6.

JANITORIAL SERVICES, RUBBISH REMOVAL, TERMITES RODENTS AND PESTS, UTILITIES

(a) Landlord shall furnish, without additional charge, janitorial services for general cleaning of the Premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees, which in any way interferes with the full enjoyment of the Premises.

(b) Landlord shall keep the Premises clean, both inside and outside at his own expense, and shall see that all garbage, trash, and all other refuse is removed from the Premises.

(c) Landlord shall, at his own expense, keep the Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.

(d) Landlord shall furnish all water, electricity, gas, fuel, oil, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the services of water, electricity, gas, fuel, oil, coal, light, heat, and power or any other utility unless caused by the act or omission of Landlord. In the event of interruption in the water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same.

7.

NOTICE TO LANDLORD OF DAMAGE OR DEFECTS

Tenant shall provide Landlord with notice of any accident to or any defects in the Premises and such damage or defects shall be remedied by the Landlord at Landlord's expense no later than sixty (60) days after Landlord's receipt of such notice provided that if the repair can not be completed within sixty (60) days, Landlord shall have made reasonable progress towards remedying the damage or defect prior to the expiration of the sixty (60) days. Landlord shall repair or correct all damage or defects in a commercially reasonable manner.

8.

REPAIRS BY LANDLORD

During the Term of this Agreement, Landlord, shall, at his sole cost and expense, service, replace, keep and maintain in good order and repair each and every part and portion of the Premises together with any improvements or additions the Landlord might install in or place upon the Premises during the Term of this Agreement. Services, replacements, or repairs made by the Tenant to the Premises or to any improvements or additions made by the Landlord, shall not be construed as a waiver by the Tenant of this provision. Landlord shall have no obligation to service, replace, keep and maintain or repair additions or improvements made to the Premises by Tenant.

9.

ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS OR ADDITIONS

Tenant shall permit Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises. Landlord's entry shall not interfere with Tenant's business or quiet use and enjoyment of the Premises.

10.

TENANT IMPROVEMENTS

With the express written consent of the Landlord first having been had and obtained, not to be unreasonably withheld, delayed or conditioned by Landlord, the Tenant may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of the Tenant's business. All improvements, erections and additions installed in or placed upon the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant, and may be removed by the Tenant, in whole or in part, at or before the expiration or earlier termination of this Agreement or upon a reasonable time thereafter. If the Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, normal wear and tear excepted.

11.

REMOVAL OF FIXTURES BY TENANT

At any time before the expiration or earlier termination of this Agreement, or upon a reasonable time thereafter, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture that Tenant has placed in or upon the Premises.

12.

SURRENDER OF PREMISES

At the expiration, or earlier termination, of the Agreement, Tenant shall surrender the Premises in good order and condition; ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Landlord excepted.

13.
ABANDONMENT, WASTE AND NUISANCE

Tenant shall not abandon or vacate the Premises without cause during the Term of this Agreement. Tenant shall not commit, or suffer to be committed any waste upon the Premises, or any nuisance, or other act or thing which may disturb the enjoyment of other Tenants, if any, in the building in which Premises are located.

14.
HOLDING OVER

Any holding over or continued occupancy of the Premises by the Tenant after the expiration of the Term of this Agreement shall operate and be construed as a tenancy-at-will and Tenant shall continue Tenant's occupancy at the same rental rate and under the same terms and conditions in force at the expiration of the immediately preceding Initial Term or Renewal Term.

15.
ENTRY FOR CARDING

In the event, Tenant does not exercise the renewal or extension option provided herein, then Landlord may, within thirty (30) days immediately preceding the expiration of the then current Initial Term or Renewal Term of this Agreement, place a card or sign in the Premises advertising the Premises "For Sale" or "For Rent". Landlord may enter the Premises at reasonable hours to show the Premises to prospective purchasers or tenants so long as Landlord's entry does not interfere with the quiet use and enjoyment of Tenant.

16.
DEFAULT

It shall be an event of default (hereinafter referred to as "Event of Default") if

(i) Tenant fails to pay rent when due and fails to cure such default within thirty (30) business days (hereinafter referred to as "Rental Cure Period") after written notice of such default is received by Tenant from Landlord; or

(ii) If either party fails to perform any of its obligations under the Agreement other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after notice of such default is received (hereinafter referred to as "Cure Period") by the defaulting party from the non-defaulting party provided that it will not be an Event of Default if the default can not be cured within the Cure Period and the defaulting party promptly commences and diligently proceeds the cure to completion within sixty (60) days after the expiration of the Cure Period; or

(iii) the Landlord is adjudicated a bankrupt; or a permanent receiver is appointed for the Landlord and such receiver is not removed within sixty (60) days after the appointment of the receiver.

b) In the Event of Default that is not cured by the defaulting party within the applicable cure period, the non-defaulting party may pursue remedies as are available at law or in equity.

17.

DESTRUCTION OF OR DAMAGE TO PREMISES

(a) In the event the Premises, either prior to the Commencement Date of this Agreement or during the Term, are damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the Premises are not thereafter repaired by the Landlord at his expense with reasonable promptness and dispatch, this Agreement may be terminated at the option of the Tenant by giving the Landlord notice, and all obligations of Tenant hereunder, including the payment of rent, shall automatically terminate as of the date of the damage.

(b) In the event the Premises, either prior to the Commencement Date of this Agreement or during the Term, are partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord shall, at the Landlord's expense and with reasonable promptness and dispatch, repair and restore the Premises to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be an abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent shall be based upon the extent to which the damage and the repairs or rebuilding interfere with the business carried on by the Tenant in Premises. Full rental shall commence after: (i) completion of the repairs and restoration of the Premises by the Landlord; and (ii) Tenant, after making a reasonable assessment of damages, determines that the Premises are fit for occupancy by the Tenant.

18.

CONDEMNATION

(a) In the event, during the Term of this Agreement, the whole of the Premises are appropriated or taken by any Municipal, County, State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose is prohibited; the Tenant shall have the right to terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.

(b) When only a portion of the Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Rent shall be reduced by an amount determined by the ratio of the fair market value of the portion of the Premises thus acquired to the fair market value of the total Premises immediately preceding such acquisition. "Fair market value" shall be determined in both the case of the condemned property and the total Premises by a member of the American Institute of Real Estate Appraisers who is reasonably acceptable to Landlord and Tenant.

(c) In the event that only a portion of the Premises are so acquired, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of the Tenant in the Premises. Tenant agrees that it will not request, encourage or support the use of the State's power of eminent domain to frustrate the purposes of this Agreement; provided, however that nothing herein shall limit or restrict the State's right to exercise in good faith the power of eminent domain for appropriate governmental purposes.

19.
CHANGE IN OWNERSHIP OF PREMISES

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

20.
NOTICE OF APPOINTMENT OF AGENT

Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the party appointing such agent.

21.
COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

(a) Landlord shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper certificate of occupancy.

(b) Notwithstanding any provisions of this Agreement to the contrary, Landlord is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the Americans with Disabilities Act of 1990, 42 USC §12101 et seq. (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the Premises after the commencement date of this Agreement due to an election by Tenant to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Tenant), Landlord shall be solely responsible for all costs and expenses associated with ADA compliance. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures, capital or otherwise, associated with conforming the Premises or common areas to the requirements of the ADA and the Regulations.

(c) Landlord and Tenant hereby certify that the provisions of law contained in Title 45 Chapter 10 of the Official Code of Georgia Annotated which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or state agencies have not and will not be violated in any respect by this Agreement.

22. HAZARDOUS MATERIALS

(a) As used in this Agreement, the term "Hazardous Materials" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively "Environmental Laws") or poses or threatens to pose a hazard to the health or safety of persons on the Premises or any adjacent property.

(b) Tenant agrees that during its use and occupancy of the Premises it will not permit Hazardous Materials to be present on or about the Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business and that it will comply with all Environmental Laws relating to the use, storage or disposal of any such Hazardous Materials.

(c) If Tenant's use of Hazardous Materials on or about the Premises results in a release, discharge or disposal of Hazardous Materials on, in, at, under, or emanating from, the Premises or the property in which the Premises are located, Tenant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (a) the requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws; and (b) any additional requirements of Landlord that are reasonably necessary to protect the value of the Premises or the property in which the Premises are located. Landlord shall

also have the right, but not the obligation, to take whatever action with respect to any such Hazardous Materials that it deems reasonably necessary to protect the value of the Premises or the property in which the Premises are located. All costs and expenses paid or incurred by Landlord in the exercise of such right shall be payable by Tenant upon demand.

(d) Upon reasonable notice to Tenant, Landlord may inspect the Premises for the purpose of determining whether there exists on the Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Agreement or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(e) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Agreement free of any violations of Environmental Laws caused by Tenant or its agents, employees, contractors or invitees and free of debris, waste or Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees.

(f) The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

23.

ASSIGNMENT AND SUBLETTING

(a) Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Landlord first having been obtained, which consent shall not unreasonably be withheld, delayed or conditioned. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, on thirty (30) days notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Landlord, which consent shall not unreasonably be withheld.

(b) The voluntary or other surrender of this Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublets or subtenancies, or may, at the option of Landlord, operate as an assignment to him of any or all such sublets or subtenancies.

(c) Notwithstanding the subparagraph 23(a), Tenant may sublet the Premises without first obtaining the consent of Landlord for educational or related uses or other uses that are reasonably contemplated by the parties so long as the term of any such use is less

than twenty (24) hours.

24.
SUBORDINATION

This Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises and all rights and obligations contained therein; provided, however that as to all such liens and encumbrances and any future liens and encumbrances, as a condition precedent to any such subordination, the holder of the lien or encumbrance agrees, so long as the Tenant is not in material default under this Agreement, to the continuing possession of the Premises by Tenant under the same financial provisions and substantive terms and conditions set forth in this Agreement.

25.
LANDLORD'S FINANCING

(a) Tenant has not and will not participate in the structuring, offering, or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Premises and Tenant shall have no obligation with respect to the bonds or the financing of the Premises and no moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of the bonds or financing.

(b) Without first notifying the Landlord, Tenant will not perform any activity on the Premises that will adversely affect the tax-exempt status of any debt instrument of Landlord relating to the Premises. In the event the administrative office of the Board of Regents is made aware of a use that may have an adverse affect, Tenant will contact Landlord as soon as practicable after being made aware of the use or anticipated use.

(c) Tenant shall exercise reasonable efforts to prevent the purchase any bonds or other debt instrument issued to finance or refinance the Premises.

26.
NOTICE

All notices, statements, demands, requests, consents, approvals and authorizations hereunder given by either party to the other shall be in writing and sent by registered or certified mail, postage prepaid and addressed.

To Tenant, the same shall be addressed to the President of Georgia Gwinnett College, 1000 University Center Lane, Office B3400, Lawrenceville, Georgia 30043, and to the Vice Chancellor for Facilities, Board of Regents of the University System of Georgia as stated in the preamble.

To Landlord, the same shall be sent to the address stated in the preamble or at such other address as Landlord may from time to time designate by notice to Tenant.

27.
BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

28.
TIME OF ESSENCE

Time is of the essence in this Agreement.

29.
WAIVER OF RIGHTS

The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

30.
INVALIDITY OF PROVISION OR PORTION OF PROVISION

Should any provision or portion of such provision of this Agreement be held invalid, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

31.
ENTIRE AGREEMENT

This Agreement, including the attached Exhibits embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

END OF EXHIBIT "A"

EXHIBIT "B"

Special Stipulations

1. Tenant Responsibility for Services: Notwithstanding any other provision of this Agreement, Tenant, as the principal occupant of the building, shall be solely responsible for discharging the obligations set forth in Exhibit "A", Stipulation 6 of this Agreement, and such responsibility shall be paid directly by Tenant. Such responsibility has been taken into account in establishing the rent established in this Agreement.

2. Tenant Responsibility for Insurance: Notwithstanding any other provision of this Agreement, during the term of this Agreement, Tenant as sole occupant of the Premises shall be responsible for the payment of all insurance coverages set forth in Exhibit "A" Stipulation 3; such responsibility shall be paid by special rent assessment.

In addition to the foregoing, any payment or payments made by Tenant for insurance coverage, as provided in this Exhibit "B", Stipulation 2 or Exhibit "A", Stipulation 3 of this Agreement, which coverage extends beyond the Term of this Agreement (whether due to cancellation, non-renewal or expiration by its express terms) shall be immediately reimbursed to Tenant by Landlord.

3. Tenant Responsibility for Taxes and Assessments: Notwithstanding any other provision of this Agreement, during the Term of this Agreement, Tenant shall pay Landlord as additional rent an amount equal to all assessments, taxes, levies and other charges set forth in Exhibit "A", Stipulation 5 of this Agreement. Tenant's payment of such additional rent to Landlord shall be within ninety (90) days of Tenant's receipt of supporting documentation evidencing Landlord's payment of such expense. Such responsibility has been taken into account in establishing the rent established in this Agreement.

4. Tenant Responsibility for Maintenance and Repairs:

(a) Notwithstanding any other provision of this Agreement, Tenant shall pay Landlord as additional rent an amount equal to the costs incurred by Landlord pursuant to Exhibit "A", Stipulations 7, 8, and 21(a) and (b) of this Agreement, to the extent insufficient funds are on deposit in Landlord's Repair, Replacement and Maintenance Fund to pay such costs. With respect to Stipulations 7 and 8, Tenant will notify Landlord of expenses incurred to construct or acquire replacements of fixtures or personal property that have become worn out or otherwise obsolete or for making any other capital improvements or capital expenditures, and Landlord agrees to requisition such amounts from its Repair, Replacement and Maintenance Fund (as defined in Stipulation 4(b) below) and to use such proceeds to pay such costs to the extent funds are available therefor. Tenant's payment of any additional rent pursuant to this Stipulation 4 shall be within thirty (30) days of Tenant's receipt of supporting documentation evidencing the necessity for the related expenditures.

(b) Landlord agrees to establish and maintain an account to be used for the repair, replacement and maintenance of the Premises (the "Repair, Replacement and Maintenance Fund"). In order to fund the Repair, Replacement and Maintenance Fund, Tenant shall pay Landlord the amounts shown on Exhibit "E" of this Agreement as additional rent each month, payable on the first day of each and every calendar month during the term. On or before March 31 of every five-year period commencing March 31, 2010 and ending March 31, 2015_ (the first such report being due by March 31, 2015), Landlord shall provide to Tenant an engineering report on the physical and mechanical condition of the Premises, performed by an engineer reasonably acceptable to Tenant. Such report shall include a capital asset replacement analysis, an evaluation of the adequacy of the monthly additional rent to fund the Repair, Replacement and Maintenance Fund, and a recommendation as to any required adjustment of the foregoing. The parties hereto shall implement any recommendations contained in the engineer's report, commencing with the next renewal term, if this Agreement is renewed.

5. Cap on Tenant's Obligations in this Exhibit "B" *Special Stipulations 2, 3 and 4 Hereinabove:* Tenant's maximum obligation pursuant to Exhibit "B", Stipulations 2, 3 and 4 (and with respect to Stipulation 4 above, to the extent not covered by amounts held in Landlord's Repair, Replacement and Maintenance Fund), collectively shall not exceed the moneys budgeted by Georgia Gwinnett College in the applicable fiscal year for such purpose, which budget shall be subject to annual review and modification. If and to the extent Tenant pays for expenditures having a useful life beyond the term of this Agreement, then Landlord shall immediately (upon the effective date of such termination) reimburse Tenant for that portion of such expenditures not inuring to the benefit of Tenant.

END OF EXHIBIT "B"

EXHIBIT "C"

Legal Description

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District of Gwinnett County, Georgia, City of Lawrenceville, and being more particularly described as follows:

The starting location can be identified from a point located on the southeastern right of way line of Tree Creek Boulevard at its intersection with the boundary line common to Land Lots 30 and 31, such point being the Point of Commencement; from the Point of Commencement as thus established, running South 29° 58' 13" East a distance of 1390.15 feet to a point marked by an iron pin found – 5/8" rebar; thence running North 59° 47' 01" East a distance of 1666.36 feet to a point marked by an iron pin found – 1/4" rebar; thence running South 83° 02' 41" West a distance of 335.31 feet to a point, said point being the Point of Beginning. From the Point of Beginning as thus established and following courses: North 30° 08' 11" West a distance of 142.59 feet to a point; thence North 04° 32' 48" West a distance of 37.70 feet to a point; thence along a curve to the left having a radius of 404.26 feet and an arc length of 130.14 feet, subtended by a chord of South 87° 03' 24" East for a distance of 129.58 feet to a point; thence running South 59° 51' 49" West a distance of 177.29 feet to a point; thence South 30° 08' 11" East at a distance of 165.64 feet to a point; thence North 59° 51' 49" East a distance of 56.09 feet to a point; thence South 30° 08' 11" East at a distance of 81.68 feet to a point; thence North 59° 51' 49" East a distance of 213.49 feet to the POINT OF BEGINNING. Said property contains 1.36 acres.

EXHIBIT "D"
REQUIRED INSURANCE COVERAGES

Insurance Coverages. The Landlord agrees to secure and have an authorized agent state on the Insurance Certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased or caused to be purchased by the Landlord, during the term of this Agreement. The minimum required coverages and liability limits are as follows:

(i) Workers' Compensation Insurance. The Landlord agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Tenant qualifies to pay its own workers' compensation claims. The Landlord shall require all subcontractors performing work or occupying the Premises to obtain an insurance certificate showing proof of Workers' Compensation and shall submit a certificate on the letterhead of the Landlord in the following language prior to the commencement of the Construction Term (as defined in the Ground Lease):

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own workers' compensation insurance or are covered by the Landlord's workers' compensation insurance."

(ii) Employers' Liability Insurance. The Landlord shall also maintain Employers' Liability Insurance Coverage with limits of at least: (1) bodily injury by accident - \$1,000,000 each accident; and (2) bodily injury by disease - \$1,000,000 each employee.

The Landlord shall require all contractors and subcontractors performing work or occupying the Premises to obtain an insurance certificate showing proof of Employers' Liability Insurance Coverage and shall submit a certificate on the letterhead of the Landlord in the following language prior to the commencement of occupancy:

"This is to certify that all contractors and subcontractors performing work or occupying the Premises are covered by their own employers' liability insurance or are covered by the Landlord's employers liability insurance."

(iii) Commercial General Liability Insurance. The Landlord shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for

bodily injury and property damage arising from Premises and operations liability, products and completed operations liability, personal injury liability, and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. Fire Legal	\$1,000,000 per Occurrence
6. Blasting and Explosion	\$1,000,000 per Occurrence*
7. Collapse of Structures	\$1,000,000 per Occurrence*
8. Underground Damage	\$1,000,000 per Occurrence*
9. General Aggregate	\$2,000,000 per Project

*Required only during the term of any construction.

Additional Requirements for Commercial General Liability Insurance:

- (1) The policy shall name as additional insureds the officers, members, and employees of the Landlord, the Tenant and the State of Georgia, but only with respect to claims that arise out of the occupancy under this Agreement for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq. is not the exclusive remedy.
 - (2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.
 - (3) The policy or policies must be on an “occurrence” basis.
 - (4) The policy must include separate aggregate limits per project.
- (iv) Commercial Business Automobile Liability Insurance. The Landlord shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobiles. The Commercial Business Automobile Liability Insurance policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional requirements for Commercial Business Automobile Liability Insurance:

(1) The policy shall name as additional insureds the officers, members and employees of the Landlord, the Tenant and the State of Georgia, but only with respect to claims arising out of the occupancy under this Agreement for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq. is not the exclusive remedy.

(2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.

(v) Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverage's and minimum limits stated in subparagraphs (i), (ii), (iii) and (iv) above shall be:

\$2,000,000 per Occurrence; and
\$2,000,000 aggregate.

Additional requirements for Commercial Umbrella Liability Insurance:

(1) The policy shall name as additional insureds the officers, members, agents and employees of the Landlord, the Tenant and the State of Georgia, but only with respect to claims arising out of work or occupancy of the Premises under this Agreement for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 et seq. is not the exclusive remedy.

(2) The policy must provide primary coverage limits for any claims not covered by the Georgia Tort Claims Act.

(3) The policy or policies must be on an "occurrence" basis.

(vi) Builders Risk Insurance. During any period of construction only, the Landlord shall provide a Builder's Risk Insurance Policy to be payable to the Tenant and the Landlord as their interest may appear. The policy amount shall be equal to 100% of the improvements construction contract sum, written on a 1991 Causes of loss - Special Form, or its equivalent. All deductibles shall be the sole responsibility of the Landlord or the contractor, and in no event shall the amount of the "All Risk" deductible exceed \$10,000. The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or other wise affecting the coverage and protection afforded the insured under this policy:

(1) Furniture and equipment may be delivered to the insured premises and installed in place ready for use;

(2) Partial or complete occupancy by the Tenant or Landlord;
and

(3) Performance of work in connection with construction operations insured by the Landlord or Tenant, by agents or subtenants other contractors of Landlord or Tenant, or by contractors of the Landlord or Tenant.

(vii) Property Insurance. During the term of the Rental Agreement, Landlord shall provide a Fire and Hazard Property Insurance Policy to be made payable to the Tenant and Landlord as their interests may appear. The policy amount should be equal to 100% of the replacement value of the improvements, written on 1991 Causes of Loss - Special Form, or its equivalent. All deductibles shall be the sole responsibility of the Landlord, and in no event shall the amount of the "All Risk" deductible exceed \$10,000.

(viii) Rental Interruption Insurance. During the term of the Rental Agreement, Landlord shall provide a Rental Interruption Insurance Policy. Such policy shall provide coverage for full or partial interruption of rents for up to 24 months as a result of any abatement of rents (in whole in part).

EXHIBIT "E"
RENT SCHEDULE

[TO BE ATTACHED]

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

1180 Peachtree Street
Atlanta, Georgia 30309
Main: 404/572-4600
Fax: 404/572-5100

August 20, 2009

Citigroup Global Markets Inc.
Philadelphia, Pennsylvania

Joint Development Authority of DeKalb County,
Newton County and Gwinnett County
Lawrenceville, Georgia

GGC Student Center, LLC
Lawrenceville, Georgia

U.S. Bank National Association
Atlanta, Georgia

Re: \$32,680,000 Joint Development Authority of DeKalb County, Newton County and
Gwinnett County Revenue Bonds (GGC Student Center, LLC Project), Series 2009

To the Addressees:

We have acted as Bond Counsel in connection with the issuance by the Joint Development Authority of DeKalb County, Newton County and Gwinnett County (the "Issuer") of \$32,680,000 in aggregate principal amount of Joint Development Authority of DeKalb County, Newton County and Gwinnett County Revenue Bonds (GGC Student Center, LLC Project), Series 2009 (the "Bonds"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

The Bonds are being issued pursuant to the Constitution and laws of the State of Georgia, including specifically the Development Authorities Law of the State of Georgia, Official Code of Georgia Annotated, Section 36-62-1 et seq., as amended (the "Act"), a resolution of the Issuer adopted on June 24, 2009, as supplemented on August 12, 2009 (together the "Resolution"), and a Trust Indenture, dated as of August 1, 2009 (the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being sold to Citigroup Global Markets Inc. (the "Underwriter"), pursuant to a Bond Purchase Agreement, dated

August 12, 2009 (the “Purchase Agreement”), among the Issuer, the Underwriter and GGC Student Center, LLC, a Georgia limited liability company (the “Borrower”) the sole member of which is Georgia Gwinnett College Foundation, Inc., a Georgia nonprofit corporation (the “Foundation”).

The proceeds of the sale of the Bonds are being loaned to the Borrower pursuant to a Loan Agreement, dated as of August 1, 2009 (the “Loan Agreement”), between the Issuer and the Borrower, to (i) finance the cost of acquiring, constructing and equipping of an approximately 80,000 square foot student center and related amenities to be located on the campus of Georgia Gwinnett College and within the corporate limits of Gwinnett County, Georgia (the “Project”) to be located on a site leased by the Borrower from the Board of Regents of the University System of Georgia (the “Board of Regents”), (ii) funding capitalized interest on the Bonds, (iii) funding a debt service reserve fund and (iv) paying all or a portion of the costs of issuing the Bonds.

The obligation of the Borrower to repay the loan made pursuant to the Loan Agreement is evidenced by a Note, dated as of August 1, 2009 (the “Note”), from the Borrower to the Issuer, under which the Borrower has agreed to make payments at such times and in such amounts as will be sufficient to pay the principal, redemption premium (if any) and interest on the Bonds as the same become due and payable. The Note has been assigned by the Issuer to the Trustee.

The Board of Regents and the Borrower have entered into a Ground Lease (the “Ground Lease”), under which the Board of Regents of the University System of Georgia will lease the site upon which the Project will be located to the Borrower for a term of years. As security for the obligations of the Borrower under the Loan Agreement and the Note, the Borrower is executing and delivering in favor of the Issuer a Leasehold Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement, dated as of August 1, 2009 (the “Security Deed”), granting security title in certain real and personal property to the Issuer. As additional security for the obligations of the Borrower under the Loan Agreement and the Note, the Borrower is executing and delivering in favor of the Issuer an Assignment of Contract Documents, dated as of August 1, 2009 (the “Assignment of Contract Documents”), assigning the interest of the Borrower in certain Contract Documents (as defined therein) to the Issuer.

Under the Indenture, the Issuer has assigned to the Trustee and pledged to the payment of the Bonds, the trust estate (the “Trust Estate”) which includes all rights, title and interest of the Issuer in the (i) Loan Agreement (except for Unassigned Rights, as defined in the Loan Agreement), the Note, the Assignment of Contract Documents and the Security Deed, (ii) all cash proceeds and receipts arising out of or in connection with the sale of the Bonds and all moneys and investments held by the Trustee in the funds and accounts created under the Indenture (except the Rebate Fund), including the Revenue Fund, the Bond Fund, the Debt Service Reserve Fund, the Repair, Replacement and Maintenance Fund, the Operation and Maintenance Reserve Fund, the Surplus Fund, the Issuance Cost Fund, the Project Fund, the Insurance Fund, and the Condemnation Fund, (iii) all moneys and securities and interest earnings

thereon from time to time delivered to and held by the Trustee under the terms of the Indenture; and (iv) all proceeds (cash and noncash) of any or all of the foregoing.

As to questions of fact material to our opinion, we have relied upon (a) representations of the Issuer, the Borrower and the Foundation, (b) certified proceedings and other certifications of public officials furnished to us, and (c) representations and certifications of the Borrower relating to the use of the proceeds of the Bonds, and the design, scope, function, use, cost and economic useful life of the Project, and the purpose for which the Borrower is organized and the nature of its activities, and the status of the Foundation as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), contained in certificates of the Borrower and the Foundation, dated the date of this opinion, without undertaking to verify the same by independent investigation.

We express no opinion herein as to the organization or existence of the Borrower or the Foundation, the status of the Foundation as an entity described in Section 501(c)(3) of the Code, the status of the Borrower as a disregarded entity for federal income tax purposes, the power and authority of the Borrower to enter into the Loan Agreement, the Note, the Security Deed and the Assignment of Contract Documents, the due authorization, execution or delivery of such documents, or the enforceability of such documents against the Borrower. As to such matters, we refer you to the opinion of Andersen Tate & Carr, P.C., Lawrenceville, Georgia, as counsel to the Borrower and the Foundation, dated the date of this opinion. We express no opinion as to the validity or priority of the lien created under the Security Deed.

In our capacity as Bond Counsel, we have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement, dated August 12, 2009 (the "Official Statement") relating to the Bonds or any other offering material relating to the Bonds and we express no opinion herein relating thereto or as to compliance by the Issuer or the Underwriter with any federal or state securities laws, rules or regulations relating to the sale of the Bonds except as expressly set forth herein.

Based upon our examination, we are of the opinion, as of the date hereof, and under existing law as follows:

1. The Issuer is a duly created and validly existing public body corporate and politic of the State of Georgia with power and authority (a) to issue and sell the Bonds, (b) to loan the proceeds from the sale of the Bonds to the Borrower for the purposes described in the Loan Agreement and (c) to execute, deliver and perform its obligations under the Indenture and the Loan Agreement.

2. The Indenture and the Loan Agreement have been duly authorized, executed and delivered by the Issuer and constitute valid and binding obligations of the Issuer, enforceable upon the Issuer. The Indenture creates a valid security interest in or lien on the Trust Estate.

3. The Bonds have been duly authorized, executed and delivered by the Issuer and constitute valid and legally binding limited obligations of the Issuer, secured by the Indenture and payable by the Issuer solely from the Trust Estate.

4. No authorization, approval, consent or other order of any governmental authority or agency is required for the valid authorization, execution and issuance of the Bonds by the Issuer and the valid authorization, execution and delivery of the Indenture or the Loan Agreement by the Issuer except for such authorizations, consents or approvals as have been obtained or may be required under state securities or blue sky laws.

5. Under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is not includable in gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. We express no opinion regarding any other federal or state tax consequences caused by the receipt or accrual of interest on, or ownership of, the Bonds. In rendering this opinion, we have assumed the continued compliance by the Issuer, the Borrower and the Foundation with their respective covenants regarding certain requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest on the Bonds be and continue to be excluded from gross income for federal income tax purposes. Failure to comply with such covenants could cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance of the Bonds.

6. Under existing statutes, the interest on the Bonds is exempt from all present State of Georgia income taxation.

The rights of the holders of the Bonds and the enforceability of the Bonds, the Loan Agreement, the Security Deed and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief.

This opinion speaks only as of its date and we have not undertaken to notify you as to any changes in law or fact relating to the matters described in this opinion that may occur after the date hereof which might affect any of the opinions expressed herein.

Very truly yours,

KING & SPALDING LLP

By: _____
A Partner

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APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") is executed and delivered by GGC Student Center, LLC (the "Borrower") in connection with the issuance by the Joint Development Authority of DeKalb County, Newton County and Gwinnett County (the "Issuer") of its Revenue Bonds (GGC Student Center, LLC Project) Series 2009 in the aggregate principal amount of \$32,680,000 (the "Bonds"), which are to be issued and delivered pursuant to a Trust Indenture dated as of August 1, 2009 (the "Indenture") between the Issuer and U.S. Bank National Association. The Borrower covenants and agrees as follows:

Section 1. *Purpose of the Continuing Disclosure Certificate.* This Continuing Disclosure Certificate is being executed and delivered by the Borrower for the benefit of the holders of the Bonds (the "Bondholders") and in order to assist the Participating Underwriter in complying with the Rule described herein.

Section 2. *Definitions.* In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Continuing Disclosure Certificate.

"*Dissemination Agent*" shall mean the Borrower, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Borrower a written acceptance of such designation.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Continuing Disclosure Certificate.

"*National Repository*" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repository currently approved by the Securities and Exchange Commission is the Municipal Securities Rulemaking Board (MSRB): <http://emma.msrb.org>.

"*Participating Underwriter*" shall mean the original purchaser of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Repository*" shall mean each National Repository and State Repository, as defined below, as set forth by the Securities and Exchange Commission for purposes of the Rule described herein at the time of submission of each Annual Report.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*State*" shall mean the State of Georgia.

"*State Repository*" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule. As of the date of this Continuing Disclosure Certificate, there is no State Repository.

"*Tax-exempt*" shall mean that the interest on the Bonds is excluded from gross income of the Bondholder for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

Section 3. *Provision of Annual Reports.*

(a) The Borrower shall, or shall cause the Dissemination Agent to, not later than 180 days following the end of the Borrower's fiscal year, commencing with the fiscal year ending December 31, 2008, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Continuing Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other documents and information as provided in Section 4 of this Continuing Disclosure Certificate. If the Borrower's fiscal year changes, they shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If audited financial statements are not available to include in the Annual Report, the Borrower shall provide unaudited financial statements by the due date set forth in subsection 3(a) above, and shall provide audited financial statements as soon as practicable thereafter. If the Borrower is unable to provide to the Repositories an Annual Report by the date required in subsection 3(a), the Borrower shall send, or cause the Dissemination Agent to send, a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Dissemination Agent is other than the Borrower, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report, the name and address of each Repository; and

(ii) file a report with the Borrower certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

Section 4. *Content of Annual Reports.* The Borrower's Annual Report shall contain or include by reference the annual audited financial statements of the Borrower for the prior fiscal year, prepared in accordance with generally accepted accounting principles and audited by a firm of independent certified public accountants, if available.

Any or all of the items listed above may be incorporated by reference from other documents which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board (the "MSRB").

Section 5. *Reporting of Listed Events.* The Borrower shall give, or cause to be given, in a timely manner, to each Repository or the MSRB and any State Repository, notice of the occurrence of any of the following events with respect to the Bonds, if such event is material:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults;

- (3) Unscheduled draws on the debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on the credit enhancements, if any, reflecting financial difficulties;
- (5) Substitution of the credit or liquidity providers, if any, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) Modifications to rights of Bondholders;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds; and
- (11) Rating changes.

Section 6. *Termination of Reporting Obligation.* The Borrower's obligations under this Continuing Disclosure Certificate will be in effect from and after the issuance and delivery of the Bonds and will extend to the earlier of (i) the date all principal, premium, if any, and interest on the Bonds shall have been paid or deemed paid pursuant to the terms of the Indenture, or (ii) the date on which those portions of Rule 15c2-12 which required this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

Section 7. *Dissemination Agent.* The Borrower may, from time to time, appoint or engage a Dissemination Agent to assist them in carrying out their obligations under this Continuing Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

Section 8. *Amendment: Waiver.* The Borrower's continuing disclosure undertakings may be amended from time to time without the consent of the owners of the Bonds if such amendment would not, in and of itself, cause the undertakings (or action of the initial purchasers of the Bonds in reliance on the undertakings herein) to violate the Rule, as amended or officially interpreted from time to time by the Securities and Exchange Commission. The Borrower will provide notice of such amendment to each Repository with their Annual Financial Information.

Section 9. *Additional Information.* Nothing in this Continuing Disclosure Certificate shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Continuing Disclosure Certificate. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Continuing Disclosure Certificate, the Borrower shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. *Default.* Unless otherwise required by law, no Bondholder or beneficial owner is entitled to damages resulting from the Borrower's noncompliance with its continuing disclosure undertakings; however, Bondholders and beneficial owners may take action to require performance of such obligation by any judicial proceeding available. Breach of the continuing disclosure undertakings does not constitute an event of default under the Indenture or the Loan Agreement and any rights and remedies provided in the Indenture in the event of default thereunder are not applicable to a breach of the continuing disclosure undertakings. The cost to the Borrower of performing its obligations under the provisions of this Continuing Disclosure Certificate will be paid solely from funds lawfully available for such purpose.

Section 11. *Duties, Immunities and Liabilities of Dissemination Agent.* The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Certificate, and the Borrower agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. *Beneficiaries.* This Continuing Disclosure Certificate shall inure solely to the benefit of the Company, the Dissemination Agent, the Participating Underwriter and owners and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: August 20, 2009

GGC STUDENT CENTER, LLC, a Georgia limited liability company

By _____
Name:
Title:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

NAME OF ISSUER: Joint Development Authority of DeKalb County, Newton County and Gwinnett County

NAME OF ISSUE: Revenue Bonds (GGC Student Center, LLC Project) Series 2009

DATE OF ISSUANCE: August 20, 2009

NOTICE IS HEREBY GIVEN that the Company has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate dated August 20, 2009. The Company anticipates that the Annual Report will be filed by _____.

Dated: _____

GGC STUDENT CENTER, LLC, a Georgia limited liability company

By _____
Name:
Title:

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