

\$9,480,000 & \$38,000,000
CITY OF ATLANTA
TAX ALLOCATION BONDS
SERIES 2005A & B
(EASTSIDE PROJECT “THE 30 ALLEN PLAZA DEVELOPMENT”)

DEVELOPER’S CONTINUING DISCLOSURE STATEMENT

Attn: Cheryl Strickland
Atlanta Development Authority
86 Pryor Street, Suite 300
Atlanta, GA 30303

Attn: Keenan Rice
MuniCap, Inc.
8340 Governor Ridgely Lane
Ellicott City, MD 21043

In accordance with the “Development Agreement” (the “Agreement”) by and between the City of Atlanta (the “City”), Barry Real Estate Companies, Inc. (the “Developer”), the Housing Authority of the City of Atlanta (the “Housing Authority”), and Atlanta Development Authority (the “Development Authority”) dated as of August 2, 2005, the Developer hereby provides the following information as of September 30, 2005. All terms having initial capitalization and not defined herein shall have the meanings set forth in the Official Statement dated as of July 18, 2005. To the best of the knowledge of the undersigned:

1. Status of the Improvements Financed with the Bonds: The Project Budget has had no material changes as of September 30, 2005.
2. Anticipated Completion Date: The anticipated Completion Date in the Development Agreement is October 14, 2005. There has been no change in the anticipated completion date of the project. Note: Developer has received its CO for the project as of October 14, 2005.
3. Government Permits: The following additional government permits have been obtained since the bonds were issued: None
4. Closing of any Construction Loans: The developer closed on a loan(s) from Wachovia Bank, N.A. on June 3, 2004 in the amount of \$39,403,000, as well as a mezzanine loan from Merrill Lynch Capital which closed on June 3, 2004 in the amount of \$6,500,000. As of the date of this report, the amount of the loans funded was approximately \$40,237,567, the amount of the loan repaid was \$0.00, and the balance on the loan was \$40,237,567.
5. Amendments to any Project Financing: There have been no amendments to any Project Financing related to the financing of the project.

6. Notice of Default in Construction Loan: The developer has not received formal written notice and is not aware of any default under its Project Financing.
7. Notice of Default on Development Agreement: The developer has not received formal written notice and is not aware of any default under the development agreement.
8. Marketing and Leasing: [In the table provided below, please list the name of the tenant for which leases have been signed and the square footage of the lease by office/retail type.]

Unit Type	Tenants	Space Leased (in square feet)	Percent of Total Space Leased
<u>Class A Office Space</u>		256,862	100%
	SCS, Inc.	225,479	87.78%
	Barry Real Estate Companies	10,000	3.89%
	Subtotal:	235,479	91.68%
<u>Retail Space</u>		10,127	100%
Subtotal:			
Total:		266,989	100%

9. Property Tax Collections and Delinquencies: The real property taxes billed, paid and delinquent for property owned by the developer in the project for the 2005 - 2006 tax year are as follows:

Real property taxes billed	\$ 45,096.28
Real property taxes paid	\$ 45,096.28
Real property taxes delinquent	\$ 0.00
10. Appeals to Assessed Value: The developer has not filed an appeal to the valuation for real property tax purposes for any of the property owned by the developer in the project.

11. Exemption from Taxation: The developer has not applied for or received an exemption from real property tax purposes fro any property owned by the developer in the project.

12. Change in Form, Organization or Ownership of the Developer: There have been no material changes to the form, organization or ownership of the developer (as described within the Official Statement under the sub-caption "THE DEVELOPERS AND DEVELOPMENT - The 30 Allen Plaza Development").

13. Legislative, Administrative or Judicial Challenges: To the best knowledge of the developer, there have been no legislative, administrative, or judicial challenges to the construction of the project.

14. The developer has not obtained actual knowledge of the occurrence of any Developer Significant Events, as listed below.

BARRY REAL ESTATE COMPANIES, INC.

By: Barry Real Estate Companies, Inc.

By:  _____

Title: Sr. VP - Development

Date: October 28, 2005

DEVELOPER SIGNIFICANT EVENTS

According to the Exhibit S of the Development Agreement, developer significant events include the following:

- (i) failure to pay any real property taxes (including the special taxes) levied within the district on a parcel owned by the developer or any affiliate thereof;
- (ii) material damage to or destruction of any development or improvements within the district;
- (iii) the exercise of an option to purchase or sell or the purchase or sale of any land within the district by the developer;
- (iv) material default by the developer or any affiliate thereof on any loan with respect to the construction or permanent financing of Atlanta Eastside or the 30 Allen Plaza Development;
- (v) material default by the developer or any affiliate thereof on any loan secured by property within the district owned by the developer or any affiliate of the developer;
- (vi) payment default by the developer or any affiliate thereof on any loan to such party (whether or not such loan is secured by the property within the district);
- (vii) the filing by or against the developer or any affiliate thereof, the general partner of the developer or any owners of more than 25% interest in the developer of any petition or other proceeding under any bankruptcy, insolvency or similar law or any determination that the developer or owner of interest in the developer or a subsidiary of the developer or any affiliate thereof is unable to pay its debts as they become due; and
- (viii) the filing of any lawsuit with claim for damages in excess of \$1,000,000 against the developer which may adversely affect the completion of Atlanta Eastside or the Project (as defined in the Development Agreement) or litigation in excess of \$1,000,000 which would materially adversely affect the financial condition of the developer.