

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-80125	DATE 9/25/09	PAGE 1 of 5
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ADDRESS OF PREMISES
1829 Dunn Road, St. Louis, Missouri

THIS AGREEMENT, made and entered into this date by and between
BARRY REAL ESTATE COMPANIES, INC.

whose address is 30 IVAN ALLEN BOULEVARD
SUITE 900
ATLANTA, GEORGIA 30308

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease as follows:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. BASE RENT AND SERVICE AGREEMENT RENT REVISIONS

(a) Paragraph 9.A.1.i. of the Lease, Shell rent, is revised as follows:

Shell
\$7,141,411.38 Annual Rental
\$15.044368704 Rate/RSF

(b) Paragraph 9.B. of the Lease, Total Base Rent, is revised as follows:

\$7,947,473.00 Annual Rental
\$16.742448756 Rate/RSF

(c) Paragraph 9.C. of the Lease, Service Agreement Rent, is revised as follows:

SAR
\$1,308,982 Annual Rental
\$2.757551244 Rate/RSF

(d) The Lessor shall certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted regarding SAR and operating costs are accurate, complete, and current as of the date of this SLA. Certification is attached hereto and made a part of this lease in Exhibit A, consisting of two (2) pages.

(continued on subsequent pages)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>Charles H. Moody</i>	NAME OF SIGNER Charles H. Moody
ADDRESS 30 Ivan Allen Blvd #900 Atlanta GA 30308	

IN PRESENCE OF

SIGNATURE <i>Matthew J. Connolly</i>	NAME OF SIGNER MATTHEW J. CONNOLLY
ADDRESS 30 IVAN ALLEN JR BLVD #900 ATLANTA, GA 30308	

UNITED STATES OF AMERICA

SIGNATURE <i>E. B. Gibbs</i>	NAME OF SIGNER Eric B. Gibbs
OFFICIAL TITLE OF SIGNER Contracting Officer	

- (e) The obligations of the Lessor under paragraphs 19 and 20 of this Lease are part of the Service Agreement Rent.
- (f) The first sentence of Paragraph 16 of the Lease is deleted and replaced with the following:
"The Service Agreement Rent (SAR) is \$1,308,982 annually."
- (g) Sheet 2F of the Lease is hereby deleted and replaced with Exhibit B, consisting of one (1) page.

2. PURCHASE OPTION.

Paragraph 1.4.C of the SFO, concerning a purchase option for the Government, is deleted from this Lease.

3. RENEWAL OPTION.

Lessor hereby grants to the Government one ten-year renewal option and, thereafter, one five-year renewal option, exercisable by the Government on not less than 1 year prior written notice by the Government to the Lessor. In accordance with paragraph 1.4.D. of the SFO, any renewal options cannot be exercised without the prior approval of Congress through a lease prospectus. The rental rate for each renewal period shall be a mutually agreeable negotiated rental rate, plus actual direct costs for Service Agreement rent and actual direct cost for taxes. Service Agreement Rent shall be adjusted after the first year of each renewal period in accordance with Section 3.5 of the SFO, as amended.

The Lessor will give the Government notice that this Lease is due to expire no later than 30 months prior to the expiration of the term hereof or any renewal term. The Government will give the Lessor notice of its exercise of the renewal option described herein by the earlier of the 30th day following Congressional approval and 1 year prior to the expiration of the term hereof.

All other terms and conditions of this Lease shall remain the same during any renewal term.

4. EVIDENCE OF CAPABILITY TO PERFORM

Paragraph 3.15.B. 1. and 2. of the SFO, are hereby deleted and replaced with the following:

- "1. A firm commitment of funds in an amount sufficient to perform the work and closing on financing no later than October 31, 2009; and
- 2. The parties acknowledge that the Lessor closed on the land on July 31, 2009."

5. PAYMENT OF LUMP SUM.

Paragraph 29 of the Lease is hereby deleted and replaced with the following:

"29. The Government will provide a lump sum payment to the Lessor in the amount of \$466,204 to pay for a portion of any re-design or studies associated with meeting the requirements of the SFO and its attachments. Any costs that exceed \$466,204 for any design/re-design or studies required per the SFO and its attachments are the responsibility of the Lessor. The lump sum payment will be made upon the lessor furnishing the Government with evidence of closing of financing for the project.

INITIALS:

MM

&

EBG

Lessor

Government

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If, for any reason, the Lessor does not deliver the building to the Government, the Lessor shall refund the Government, in whole, for this payment no later than 30 days after official notice of non-delivery.

Payment shall be made to the lessor within thirty (30) days after the Government receives such evidence of closing of financing and an invoice from the Lessor.

The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payments Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102
Telephone: 817-334-2397

A copy of the invoice must be provided to the Contracting Officer:

General Services Administration
Eric B. Gibbs
East Leasing Services Branch (6PRE)
1500 East Bannister Road
Kansas City, MO 64131-3088

Proper invoice must include:

- Invoice date
- Name of the Lessor exactly as shown on the lease
- **GSA PDN # PS0015247 noted at the top of the invoice**
- "Remit to:" address same as Lessor's address shown on the lease
- Lease contract number and building address
- Supplemental Lease Agreement number
- Evidence of closing on financing for the project.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made."

6. NOTIFICATION OF DELAY

In accordance with paragraph 11 (d) of the Credit Lease General Clauses (GSA Form 3517X), if there are any issues that may delay any event in the schedule contained herein; the Lessor shall furnish written notification to the Contracting Officer or Contracting Officer's Representative within (ten) 10 days from the beginning of any such delay.

7. TENANT IMPROVEMENT ALLOWANCE

The Lessor and Government agree that the amount of ANSI/BOMA Office Area square footage may fluctuate until design is complete. The total TI allowance shall be based on the original ANSI/BOMA Office Area square footage in the lease, regardless of a resulting change in rate due to a change in ANSI/BOMA Office Area square footage. Therefore, the TI allowance for this lease shall be the following:

██████████:	\$7,895,360
All other agencies (aggregate):	\$1,480,532

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Lessor Government

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8. SQUARE FOOTAGE CHANGES

Any changes in the ANSI/BOMA Office Area square footage shall be reconciled and memorialized upon completion of design in a future SLA. At this time, paragraph 18 of the Lease and any other pertinent portions of the Lease will be revised to reflect the new ANSI/BOMA Office Area square footage.

9. SERVICE AGREEMENT RESERVE

Paragraph Number 1.(q) of the Credit Lease General Clauses (GSA Form 3517X), as amended, is deleted and replaced with the following paragraph:

"1.q. "Service Agreement Reserve" is a mechanism that provides additional security for the Government in the event of a Lessor default. Beyond the sum of the amounts paid for operating expenses, taxes and the Lessor's Management Fee, the Service Agreement Reserve is an amount, up to 3 percent of annual Base Rent, by which the Government may, in the event that a lessor default continues beyond the notice and cure period, withhold or set off rent. Any such set off or withholding by the Government will, in accordance with the terms of this lease, constitute a deduction from Service Agreement Rent, and not from Base Rent. The Government reserves the right to set off Service Agreement Rent, including the full Service Agreement Reserve for each instance of a Lessor default. In no event, however, will the Service Agreement Reserve rent offset exceed 3 percent of annual Base Rent during any 12 month period, or an average of 1 percent of annual Base Rent for each of any 5 contiguous lease years. The Government anticipates that its right to offset rent by the Service Agreement Reserve will oblige Lenders to create an escrow account, initially endowed with 3% of the first year's rent. Additionally, provision must be made to add annually to the account at least 1% of any year's Base Rent. If, at the end of each lease year, the lease is performing and there are no defaults, then Lessor's Lender may release to the Lessor any amounts in the fund in excess of 3% of the annual Base Rent. If there are any defaults for which the Government has exercised its right to setoff or withhold rent, then the addition to the escrow of an amount equal to 1% of Base Rent each year keeps the escrow full, and thereby protects against any interruption of the cash flow to the lender."

10. CHILLER REDUNDANCY REQUIREMENT

In accordance with Special Requirements paragraphs II.G.16.a. and b. the Lessor shall provide a rental chiller in the event of two (2) chillers failing or one (1) cooling tower failing in order to maintain the cooling capacity as detailed in the Special Requirements. Exhibit C (consisting of seven (7) pages) outlines details of this plan and is attached hereto and made a part of this lease. At such time no later than the first phase of occupancy by the Government, the Lessor shall execute an agreement with a local chiller rental operation to satisfy this requirement, in accordance with the Special Requirements and Exhibit C. The Lessor shall furnish a copy of the agreement, and any succeeding agreements to the Government.

11. LEED CERTIFICATION

In accordance with paragraph 13 of SFO amendment #10, paragraph 1.(t)(7) of the Credit Lease General Clauses (GSA Form 3517X) is hereby deleted and replaced with the following:

"(7) LEED Certification and commissioning is being diligently pursued by the Landlord; and"

12. BASE RENT FOR OPERATING COST ESCALATION

Paragraph 15 of the Lease is hereby deleted and replaced with the following:

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Lessor

&

Government

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"The base rent for operating cost escalation will be \$2,410,311.993 per rentable square foot per annum (\$1,144,151 Total). The operating cost base rent will be used for the purposes of computing rental adjustments in accordance with paragraphs 3.5 and 3.6 of the Miscellaneous Section of the solicitation."

13. COMMISSIONING

Paragraph 11.G.24.a of the Special Requirements is deleted and replace with the following:

"Throughout the project, the system will be reviewed by an independent commissioning agent (retained by the Lessor) to determine if operational problems are related to design or construction. The commissioning agent will work with the design engineer to resolve any problems that are found. For consistency with LEED NC 2.2 Fundamental Commissioning requirements, the individual serving as the commissioning agent shall be independent of the project's design and construction management, though they may be employees of the firms providing those services."

ALL OTHER TERMS AND CONDITIONS OF THE SUBJECT LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS: CHM & EBS
Lessor Government

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