

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 004

DEC 02 2009

TO LEASE NO.
GS-05B-17908

ADDRESS OF PREMISES 1501 Freeway Boulevard
Brooklyn Center, Minnesota

THIS AGREEMENT, made and entered into this date by and between
Barry Minneapolis, LLC
whose address is 30 Ivan Allen Jr. Boulevard
Suite 900
Atlanta, GA 30308-3035

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended,
effective October 21, 2009, as follows:

Supplemental Lease Agreement No. 3 is issued to modify Paragraphs 2 and 17 of the Attachment to the SF-2, Paragraph 4.15 of the Lease Agreement entitled, EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000), Section B and incorporates Paragraph 41 to the Attachment of the SF-2.

"2." TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 through June 30, 2031 (occupancy date revised at August 27, 2009 project meeting).

"17." The effective date of August 1, 2011, stated in Paragraph 2 of this Lease, is the estimated Lease commencement date. If the actual date of substantial completion of the space is different from this date, then the actual effective date of the Lease will be established by Supplemental Lease Agreement. The Lease term will be twenty years firm, computed from the actual effective date. The anniversary date for operating cost escalations under Paragraph 4.6 of the Lease will coincide with the actual effective date of the Lease. All building systems, including the security systems, must be tested, approved and operational thirty (30) days prior to deliver of the Leased Premises as ready for occupancy by the Government. This testing and certification of the systems shall be performed by an independent contractor hired by the Lessor and approved by the Contracting Officer.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the Lessor and the Government have hereunto set their hands and seals as of the above date.

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LESSOR BY

BY

IN PRESEN

MANAGING MEMBER
(Title)

30 IVAN ALLEN JR. BLVD, STE 900, ATLANTA, GA 30308
(Address)

(Signature)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

"4.15B." AFTER AWARD:

1. From the date of lease award, the successful Offeror shall provide to the contracting Officer evidence of the following:
 - a. No later than April 14, 2010, evidence of the purchase of the site by the successful Offeror (based upon the executed development agreement);
 - b. No later than December 15, 2009, a firm commitment of funds in an amount sufficient to perform the work(based upon the October 21, 2009 project meeting);
 - c. No later than April 14, 2010, an award of a construction contract with a firm completion date as reflected on the construction schedule (based upon the executed development agreement);
 - d. Within 30 days of completion and Government's approval of the 95% construction drawings, issuance of a building permit covering construction of the improvements.

"41." The following documents are hereby incorporated in Exhibit C entitled, Executed First, Second and Third Amendment to Real Estate Option Agreement and Development Agreement by and between Economic Development Authority of Brooklyn Center and Barry Minneapolis, LLC. The attachment consists of 102 pages total.

END OF SLA NUMBER 004

LESSOR: CS 11/30/09
(INITIALS) (DATE)
GOV'T: BOA 12-02-09
(INITIALS) (DATE)