

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

SEP 03 2008

LEASE NO.

GS-06P-80125

THIS LEASE, made and entered into this date by and between

Barry Real Estate Companies, Inc.

whose address is 30 Ivan Allen Jr. Boulevard, Suite 900
Atlanta, Georgia 30308

and whose interest in the property hereinafter described is that of Owner:

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

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises, together with the right of ingress to and egress from the premises at all times:

436,281 BOMA Office Area square feet (as shown on attached Exhibit "A"), or approximately 474,690 rentable square feet of office and related space together with 700 on-site surface car parking spaces and long-term parking for two buses, and a drop off location for bus service to be located at 1829 Dunn Road, St. Louis, Missouri 63138 and is further described in Exhibit "A" consisting of 16 sheets, which is attached hereto and made a part of the Lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of 20 years from the Lease Commencement Date as defined in Paragraph 3.16.H. of the SFO.

3. The Government shall pay the Lessor annual rent of \$9,256,455. At the rate of \$771,371.25 per calendar month in arrears. See Paragraph 9 for break-out of the rental. Rental for a lesser period shall be prorated. Rent checks shall be made payable to:

Barry Real Estate Companies, Inc.
30 Ivan Allen Jr. Boulevard, Suite 900
Atlanta, Georgia 30308

~~4. The Government may terminate this lease at any time in whole or in part on or after the seven-year firm term by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~ **THIS PARAGRAPH IS DELETED IN ITS ENTIRETY**

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

THIS PARAGRAPH IS DELETED IN ITS ENTIRETY

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All requirements set forth in this Lease including, but not limited to, all building services, supplies, utilities and equipment; heating and air-conditioning; electricity (for all purposes); hot and cold water; window washing; sewer services; elevator service; chilled drinking water; toilet supplies; janitorial services and supplies; initial and replacement lamps, tubes, starters, fuses and ballasts; and any and all other requirements, services, supplies, utilities and equipment, as more specifically set forth in this Lease.

7. The following are attached and made a part hereof:
~~The General Provisions and Instructions~~

Sheets 2A through 2F, Paragraphs 9-30; the Solicitation for Offers (SFO) 6MO0064, pages 1-56; Special Requirements Document, Pages 1-54; Attachment 1, Space Table, pages 1-19; Attachment 2, 36 CFR 1228, pages 1-23; Attachment 3, [REDACTED] 1571, Archival Storage Standards, 16 pages; Attachment 4, Shelving and Catwalk Profile, pages 1-2; Attachment 5, FIPS 201 Requirements, 88 pages; Attachment 6, Integrated Pest Management, 10 pages, Appendix A, Appendix B, Appendix C, Guidelines for Structural Pest Control Operations; Attachment 7, 29-box High Fire Test Report, 71 pages; Attachment 8, Adjacencies Diagram, 1 page; Attachment 9, Archival Bay Footprint, Illustration, 1 page; Attachment 10 Shelving Specifications, 36 pages; Attachment 11, Dry Lab Workspace Layout, 1 page; Attachment 12, Mobile High Bay Storage Systems, pages 1-10; Attachment 13, Real Estate Option Agreement and Real Estate Sale Contract, 20 pages; Attachment 14, Constant Operation Summary, 1 page; SFO Amendment Number 1, 1 page; SFO Amendment Number 2, 1 page; SFO Amendment Number 3, 1 page; SFO Amendment Number 4, pages 1-8; SFO Amendment Number 5, pages 1-2; SFO Amendment Number 6, 4 pages; SFO Amendment Number 7, pages 1-2; SFO Amendment Number 8, 1 page; SFO Amendment Number 9, 1 page; SFO Amendment Number 10, 11 pages; SFO Amendment Number 11, 1 page; SFO Amendment Number 12, 1 page; SFO Amendment Number 13, 1 page; SFO Number 14, 1 page; SFO Amendment Number 15, 1 page; SFO Amendment Number 16, 1 page; SFO Amendment Number 17, 1 page; Real Estate Option and Real Estate Sale Contract Amendment, 1 page; Exhibit "A" consisting of 16 sheets; 1 AutoCAD compact disc of BOMA measurements; GSA Form 3517X, Credit Lease General Clauses, Pages 1-32; GSA Form 3518, Representations and Certifications, Pages 1-7.

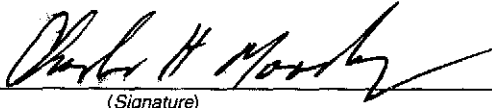
8. The following changes were made in this lease prior to its execution:

The words "The General Provisions and Instructions" were deleted in Paragraph 7 above. Paragraphs 4 and 5 were deleted in their entirety. Paragraphs 9 through 30 have been added.

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

LESSOR **Barry Real Estate Companies, Inc.**

BY


(Signature)

(Signature)

IN PRESENCE OF:


(Signature)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE
Realty Services Division
East Leasing Services Branch

BY


(Signature)

Contracting Officer
(Official title)

9. This Lease uses the Credit Lease General Clauses which are attached and made a part of this lease. The following describes the components of Rent:

A. Base Rent: Base Rent is that portion of rent to be paid by the Government for the Space Lease component of this contract. Base Rent is exclusive of Service Agreement Rent and is not subject to set off.

1. Base Rent Break-Out for Rental Rates:

i. A lease rate per square foot for the building shell rental (including finished record storage space with shelving). All improvements for the shell, including but not limited to lobbies, common areas, finished joint use space, and core areas shall be provided by the Lessor, at the Lessor's expense and all other requirements for the shell as described in this SFO and its attachments, including the Special Requirements document. This rate shall include, but not be limited to, property financing (exclusive of tenant improvements), capital repairs and replacement, profit, etc., for the building.

Shell

\$6,773,200.38	Annual Rental
\$14.268681413	Rate/RSF
\$15.524857557	Rate/USF

ii. The annual amortized cost of the Tenant Improvement Allowance. Such amortization is expressed as a cost per usable and rentable square foot per year. Tenant Improvements are all alterations for the Government-demised area above the building shell build-out. The Tenant Alteration Allowance for [REDACTED] is their build-out as required per this lease document up to \$44.85566735 per ANSI/BOMA Office Area square foot and the Tenant Improvement Allowance for the other agencies is \$47.096704415 per ANSI/BOMA Office Area square foot (non-records storage areas). Such alterations shall be described and identified in the design intent drawings to be used to construct the Government-demised area. The Tenant Alteration/Improvement Allowance, which is to be provided by the Lessor to build-out [REDACTED] Space Requirements and the additional agencies space, shall be made available to the Government at lease execution.

The annualized percentage interest rate to be used by the Lessor to amortize the cost of [REDACTED] Tenant Improvement Requirements as well as the other Agencies Tenant Improvement Allowance over the 20 year amortization period for its financing is a 6 percent Interest Rate.

<u>[REDACTED] (TI's)</u>		<u>Other Tenant (TI's)</u>	
\$678,777.73	Annual Rental	\$127,283.89	Annual Rental
\$1.566817953	Rate/RSF	\$3.721365924	Rate/RSF
\$1.704756371	Rate/USF	\$4.048984922	Rate/USF

Total TI's For Building

\$806,061.62	Annual Amount
\$1.698080052	Rate/RSF
\$1.847574430	Rate/USF

B.	Total Base Rent, 9.A.1.i + 9.A.1.ii	=	\$7,579,262	Annual Rental
			\$15.966761465	Rate/RSF
			\$17.372431988	Rate/USF

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C. Service Agreement Rent: Service Agreement Rent (SAR) is that portion of rent that the Government pays for Operating Expenses and real estate taxes for the leased Premises, and the Lessor's Management Fee. It also includes, in the event of a Lessor default, the Service Agreement Reserve. Service Agreement Rent is exclusive of Base Rent.

SAR

\$1,677,193	Annual Rental
\$3.533238535	Rate/RSF
\$3.844295305	Rate/USF

D. Fully Serviced Rental, B+C	=	\$9,256,455	Annual Rental
		\$19.50	Rate/RSF
		\$21.216727293	Rate/USF

10. See Attached Spreadsheet (Sheet 2F) for Further Break-Out of Rental for Each Agency and Joint Use space.

11. Barry Real Estate Companies, Inc., Best and Final Technical Proposal (One Binder), dated August 6, 2008, is hereby incorporated by reference as well as the Best and Final Clarifications dated August 22, 2008, and the Management Plan of the Initial Phase 1 submittal dated October 18, 2007, as updated in the Phase 2 Initial and Best Final Technical proposals. Shall a conflict exist between the Best and Final Technical Proposal, Clarifications, Management Plan and the attachments listed in paragraph 7 above, then the requirements of the attachments listed in paragraph 7 above shall prevail, unless, however the Best and Final Technical Proposal, Clarifications and Management Plan submittals exceed the requirements listed in paragraph 7 above. In those instances where the Best and Final Technical Proposal, Clarifications and Management plan submittals exceed the requirements of the attachments listed in 7 above, then the Best and Final Technical Proposal, Clarifications and Management Plan submittals shall prevail over the attachments listed in 7 above.


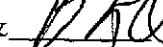
12. The Leased space to be delivered to the Government shall contain 436,281 BOMA Office Area square feet as indicated in Exhibit A. Upon delivery, the quantity of space shall be determined by mutual field measurement. The Government shall pay for no more than 436,281 BOMA Office Area square feet.

13. The following part of Paragraph 3.16.G. of the SFO, as amended, is further amended as follows:

"G. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. In any event, the Government will not be required to accept any space and commence rent prior to February 1, 2010. The projected scheduled occupancy for each increment of space is as follows:

May 10, 2010	-	All office and support space, docks, parking, transfer and disposal area. One burned record bay, one archival bay, one transitional bay, and one permanent bay.
July 10, 2010	-	One archival bay, one transitional bay and burned record bay.
September 10, 2010	-	One archival bay, one transitional bay, one permanent bay and one records center bay (temporary).
November 10, 2010	-	One archival bay, one transitional bay.
December 10, 2010	-	One archival bay, one permanent bay."

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14. Partial Acceptance of Space: GSA intends to occupy the space in partial increments in accordance with the schedule listed paragraph 13 above. Rent shall accrue pro rata and shall be based on the General Clauses, "Progressive Occupancy," Section 12, and "Payment," Section 27, with respect to each increment of space beginning the first business day following substantial completion and acceptance by GSA of each such increment of space. As space is accepted, the rentable square feet shall be determined by multiplying the BOMA Office Area square feet (usable) delivered by the common area factor (1.088037297) for the building. Rental payments for each increment of space shall become due on the first workday of the month following the month in which the Rent Commencement Date for such increment of space occurs, except that if such Rent Commencement Date for any increment of space is after the fifteenth (15th) day of the month, the payment due date will be the first workday of the second month following the month in which the Rent Commencement Date for such increment of space occurs.


15. The base rate for operating cost escalation will be \$3.067176888 per BOMA Office Area square foot per annum (\$1,338,151.00 Total). The operating cost base rate 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.

16. The Service Agreement Rent (SAR) is \$1,677,193 annually. The SAR contains within it the base rate for operating cost escalations, and therefore, the SAR will adjust accordingly as rental adjustments are computed annually, in accordance with paragraph 15 above.

17. The following percentage of space occupied has been agreed to for the purposes of tax adjustment as stated in the Miscellaneous Section, Paragraphs 3.3 (as amended) and 3.4 of the solicitation.

- a. For tax purposes, the Government occupies 100 percent of the building.
- b. Base year taxes referred to in these paragraphs are taxes assessed against the land only. Base year taxes will be the first full calendar year in which the Lessor pays real estate taxes on the land for a full year.
- c. Since real estate taxes are a part of the SAR, the SAR will adjust as tax adjustments are computed in accordance with Paragraphs 3.3 and 3.4 above.

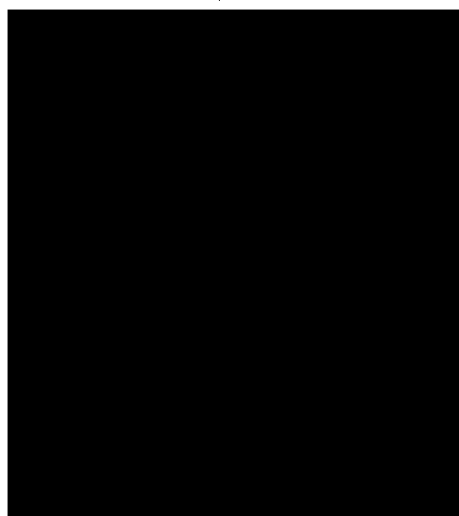
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18. The following is a break-out of the BOMA Office Area Square feet to be occupied by each agency under this lease as well as joint use space:



BOASF (Usable)

398,167 (176,017 Office and Related Spaces, Record Storage 222,150)

14,950

1,842

1,826

5,718

3,922

1,262

592

379

249

357

339

6,678

Total

436,281

19. The Lessor shall provide the labor, material and supervision necessary to maintain the structure, roof, walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance.

20. The Lessor shall furnish all labor, material and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service, and to correct disturbing noises or exposure to fire or safety hazard. All local and national code requirements shall be displayed on all boilers, unfired pressure vessels, or any other items for which a certificate is required.

21. Lessor shall provide additional staff parking for the Lessor's on-site management and contractor staff. They shall not use the Government's 700 parking spaces.

22. The Lessor's maximum total cost to provide the requirements as described in this lease for [REDACTED] Tenant Improvements of Office and related areas (non-record storage) is \$7,895,360 (\$44.85566735 per BOMA Office Area square foot, based on 176,017 BOMA Office Area square feet). Of this amount, \$7,177,600 is hard construction cost and \$717,760 is for the General Contractor's Fee (General Conditions, Overhead, and Profit). At no time may [REDACTED] Tenant Improvements costs ([REDACTED] Allowance) exceed \$7,895,360 (\$44.85566735 per BOMA Office area square foot).

Any costs above \$7,895,360 to provide [REDACTED] requirements as described in this lease shall be paid for by the offeror, except to the extent extra costs are the result of a Government-initiated change pursuant to the Changes Clause of the Lease General Clauses.

The offeror's actual costs for [REDACTED] Tenant Improvement as described in this lease may be less than \$7,895,360 based on competitive bidding, but at no time can it be more than the than \$7,895,360. The Government shall receive 100% of the credit for any portion of the \$7,895,360 not used by the Government.

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23. The Tenant Improvement Allowance for the 11 other agencies is \$1,480,532 or \$47.096704415 per BOMA Office Area square foot. The hard construction cost allowance is \$1,345,939 and the General Contractors Fee is \$134,594. The Government shall receive 100% of the credit for any portion of the \$1,480,532 not used by the Government.
24. The General Contractors Fee for the Tenant Improvements on this project shall not exceed 10 percent of the hard construction cost.
25. All general contractor fees for change orders shall not exceed 10% of the hard construction cost for each change order during the construction period. For purposes of this paragraph, the construction period ends once final punch list items are completed for the entire project. General contractor fees include general contractor's general conditions and overhead and profit. The general contractor fee for change orders shall be the same as the general contractor fee for the entire project during construction. There shall be no mark-up of general contractor and any subcontractor fees by the Lessor for hard costs associated with change orders, nor shall Lessor receive any fees for soft costs and oversight of change orders that are within the scope of the Lease that are necessary to complete the project.
26. The page counts listed in paragraph 7 above, did not include the page which listed the Contents of SFO_6MO0064.pdf or the subdividing pages for Attachments 1-14 of the Special Requirements. However, the subdividing pages are included in the Lease.
27. The Small Business Subcontracting Plan submitted with the Best and Final Pricing Proposal (dated August 6, 2008), is hereby incorporated by reference.
28. The layout of space shown within the BOMA Office Area square listed on Exhibit "A" (non-record storage areas) is a test fit only and the actual layout will be completed after award in accordance with the Lease.
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 it's attachments. Any costs that exceed \$466,204 for any design/re-design or studies required per the SFO and it's attachments are the responsibility of the Lessor. The lump sum payment will be made upon the first phase occupancy.
30. Attachment 14 of the Special Requirements contains a summary table of those services and utilities that must be in operation 24 hours per day, every day and is included as part of the standard rental listed in paragraph 3 above.

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