

STANDARD FORM 2  
FEBRUARY 1965  
EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE (FOR GOV'T USE ONLY)

Lease Number GS-05B-17908  
Building Number MN1685

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

whose address is **Barry Real Estate Companies**  
30 Ivan Allen Jr. Boulevard  
Suite 900  
Atlanta, GA 30308-3035

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:

162,530 rentable square feet of office and related space which yields 150,158 ANSI/BOMA square feet of office space with 200 inside secured parking spaces and 20 outside parking spaces. The facility will be constructed on that certain real property located at 1501 Freeway Boulevard, Brooklyn Center, Minnesota, as described in the offeror's proposal. Such facility described herein, together with the real property shall be hereinafter collectively referred to as the "Leased Premises". The Leased Premises are to be constructed in accordance with the concept plans and concept drawings dated 20-June-2008, 18-August-2008 and 17-November-2008 and in accordance with the provisions of Solicitation for Offers GS-05B-17908 in it's entirety.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 1, 2011 through January 31, 2031.
3. The Government shall pay the Lessor annual rent of \$6,437,813.20 at the rate of \$536,484.43 per month in arrears (\$39.61 per rentable square foot). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

BARRY REAL ESTATE COMPANIES  
30 IVAN ALLEN JR. BOULEVARD  
SUITE 900  
ATLANTA, GA 30308-3035

4. ~~The Government may terminate this Lease at any time on or after \_\_\_\_\_, by giving at least \_\_\_\_\_ 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.~~
5. ~~This Lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
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:
- Design, develop, construct, finance and management of the Leased Premises in accordance with the provisions of this Lease.
  - All services, utilities, maintenance and other operations as set forth elsewhere in this Lease.
  - All responsibilities and obligations as defined in the Solicitation for Offers Number GS-05B-17908, as amended, and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.
7. The following are attached and made a part hereof:  
~~The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).~~  
 Attachment to SF-2, paragraphs 10 - 40  
 Lease GS-05B-17908, including the Program of Requirements, Room Data Matrix and Legend, 260 pages  
 Amendments Number #001 through 005 (incorporated in Lease GS-05B-17908)  
 GSA Form 3517B, 33 pages  
 GSA Form 3518, 10 pages  
 Appendix A -- Final Revised Proposal Design Plans, dated 20-Jun-2008, 18-Aug-2008 and 17-Nov-2008, 90 pages  
 Appendix B -- Unit Cost for Adjustments, offer dated 18-Aug-2008, 7 pages  
 Appendix C -- Security Unit Price List, offer dated 18-Aug-2008, 3 pages  
 Appendix D -- CSI Summary Report, offer dated 17-Nov-2008, 5 pages  
 Appendix E -- LEED-NC Project Checklist, offer dated 20-Jun-2008, 1 page  
 Appendix F -- Davis-Bacon Wage Determination Information, offer dated 20-Jun-2008, 24 pages  
 Exhibit A -- Assignable Option Agreement, 226 pages
8. The following changes were made in this Lease prior to its execution:
- The following paragraphs have been deleted in their entirety from the SF-2 of this Lease:  
 Paragraphs 4 and 5
- The following paragraphs have been deleted in their entirety from the Solicitation for Offers:  
 Paragraphs 1.2, 1.3; Paragraphs contained in Section 2.0, Paragraphs 3.1 through 3.7
9. Notification of award occurred on March 31, 2009. The award of the lease by the Government occurs upon execution of the lease by the Contracting Officer, which will constitute the Government's acceptance of the Lessor's Final Revised Proposal dated March 23, 2009, submitted by the Lessor under SFO GS 05B-17908 and all attachments. This Lease reflects the terms and conditions of the accepted Final Revised Proposal.

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

LESSOR

BY

(Signature)

IN PRESEN

(Signature)

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

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official title)