

**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:

I. **BASE RENT AND SERVICE AGREEMENT RENT REVISIONS**

(a) Paragraph 9.A. i.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 30<sup>th</sup> 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

SHEET 2A  
SLA #1  
GS-06P-80125





