

**MEMORANDUM OF UNDERSTANDING
FOR THE LEASE OF REAL
PROPERTY DATED MAY 27, 2004**

This Memorandum of Understanding is made and entered into as of this 27th day of May, 2004, by and between the [REDACTED], or its permitted assign, as Lessor (the [REDACTED]), and the United States of America, acting by and through the Administrator of General Services and authorized representatives, as Lessee ("GSA").

WHEREAS, the [REDACTED] and GSA enter into this Memorandum of Understanding pursuant to 39 U.S.C 411 and the Agreement Between General Services Administration and the [REDACTED] Covering Real and Personal Property Relationships and Associated Services (1985), commonly referred to as the GSA [REDACTED] Agreement, as the same may be amended from time to time ("Interagency Agreement"); and

WHEREAS, the [REDACTED] owns and controls the historic Downtown [REDACTED] [REDACTED] (the "Building") located at 315 West Pershing Road in Kansas City, Missouri, and has rights to surrounding and adjacent properties necessary to enter into this Memorandum of Understanding; and

WHEREAS, the Building is currently underutilized with much of the space in the Building and the surrounding and adjacent properties being vacant and available for redevelopment; and

WHEREAS, the [REDACTED] is willing to participate in the redevelopment of the Building and surrounding and adjacent properties for the construction and development of an [REDACTED] Consolidated Processing Center (the "Project") in a manner consistent with this Memorandum of Understanding and the mutually agreed-to plans and specifications, to accommodate the needs of GSA and its tenant, the [REDACTED] and

WHEREAS, GSA is authorized and willing to enter into a Memorandum of Understanding for the lease of space with the [REDACTED] for space resulting from the Project in accordance with the terms and conditions of this Memorandum of Understanding and the Interagency Agreement; and

WHEREAS, the [REDACTED] has most of the necessary property interests and is in the process of acquiring the remaining necessary property interests and is authorized and willing to enter into a Memorandum of Understanding for the lease of space with GSA for space resulting from the Project; and

WHEREAS, the [REDACTED] and GSA have reached agreement on the terms and conditions of the [REDACTED]'s occupancy of the property located at 315 West Pershing Road; and

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Lease NO. GS-06P-40004

WHEREAS, the [REDACTED] and GSA intend to memorialize their agreement in the following agreement consisting of this Memorandum of Understanding for the Lease of Real Property (including the Project's anticipated aggregate Tax Increment Financing ("TIF") Projections labeled "Exhibit A"), the attached Lease Specifications together with its attached General Arrangement Drawings labeled "Exhibit B", and the attached General Clauses, labeled "Exhibit C", all of which are attached hereto and incorporated herein by reference to the extent permitted by law and collectively referred to herein as the "Lease"; and

WHEREAS, the [REDACTED] and GSA understand that this Lease will be assigned eventually to a third party lessor and that the General Clauses and Lease Specifications were prepared with that in mind and that portions of the General Clauses and Lease Specifications are not applicable to the [REDACTED] under this Lease and will only apply to the [REDACTED] assignee; and

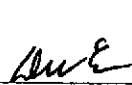
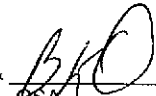
WHEREAS, in addition to the Project, Developer (as hereinafter defined) will renovate space in Union Station existing buildings and thereafter relocate the [REDACTED] from the Building to two nearby parcels of land with existing buildings and improvements. The Main [REDACTED] operations will be relocated to property commonly known as the Union Station Grand Hall, and the Processing and Distribution Operations will be relocated to property commonly known as the Railway Express Building; such relocation shall be pursuant to two (2) separate long-term leases (hereinafter referred to collectively as the [REDACTED] Subleases") to be entered into by and between Developer and the [REDACTED].

NOW, THEREFORE, in furtherance of the foregoing and in consideration of the mutual covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, GSA and the [REDACTED] hereby agree as follows:

1. Incorporation of Recitals. The above-stated recitals are restated and incorporated herein by reference as if fully set forth herein.
2. Definitions.
 - A. All capitalized terms not specifically defined in this Memorandum of Understanding shall have the same meaning and application as defined in Section 1, "Definitions," of the General Clauses.
 - B. In the event of a conflict between the Definitions in this Memorandum of Understanding and the General Clauses or Lease Specifications, the Memorandum of Understanding shall govern.
3. Grant of Leasehold. The [REDACTED] hereby leases to GSA, and its permitted successors and assigns, and GSA hereby leases from the

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█, the following described property, together with the right of ingress to and egress from the property at all times:

- A. 1,140,000 rentable square feet of office and related space to be developed at the █ property (located at 315 West Pershing Road, Kansas City, Missouri) and at surrounding and adjacent properties as depicted and described in the General Arrangement Drawings attached to the Lease Specifications labeled Exhibit B; and
- B. 4,900 structured parking spaces as described further in the Lease Specifications.

The property described in subparagraphs (A) and (B) is collectively hereinafter referred to as the "Premises," to be used for such purposes as may be determined by GSA.

4. Notice of Developer. GSA hereby acknowledges and agrees that the █ intends, and shall have the right, to engage a third party developer (the "Developer") to undertake the construction and development of the Project. The █ shall provide to GSA written notice of the designation of the Developer upon execution of this Lease, which notice shall include the name, address and contact person for such Developer. GSA further acknowledges that the █ intends to assign its interest under this Lease to Developer pursuant to Paragraph 11 hereof.
5. Responsibilities of Developer. GSA hereby acknowledges and agrees that Developer will be responsible for construction and all costs associated with the Project in accordance with the terms of this Lease and, in conjunction with the █, delivery of the Premises in accordance with the provisions of Paragraph 10, below.
6. Requests for Change Orders by GSA. GSA hereby agrees to provide written notice of all requests for change orders relating to the construction of the Project directly to Developer, with a copy of such requests to the █. GSA shall work directly with Developer to resolve all requests for change orders.
7. Request for Change Orders and Time Extensions by Developer. GSA hereby agrees to work directly with Developer to resolve all requests for change orders and time extensions submitted by Developer.
8. Resolution of Disputes and Potential Claims. GSA hereby agrees that with respect to any dispute relating to the construction of the Project, arising prior to assignment of this Lease by the █ to Developer, GSA shall promptly provide written demand or written assertion thereof to Developer, with a copy thereof to the █. GSA agrees to

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diligently pursue resolution of such dispute or potential claim with Developer prior to submitting the claim to the [REDACTED] hereunder.

9. Failure to Resolve a Dispute or Claim under the Lease.

A. GSA Claims Against Developer.

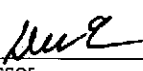
- (1) Assignment. If GSA fails to resolve any request for change order, dispute or potential claim to its satisfaction within 60 days after written notice thereof is provided to Developer, GSA hereby agrees to provide written notice of such failure to the [REDACTED] and to Developer prior to submitting a claim under the Lease. To the full extent permitted by law, upon presentation of a claim by GSA to the [REDACTED], the [REDACTED] shall submit the claim to Developer in accordance with the Claims and Disputes Clause of the Leaseback of [REDACTED] Existing Property and Lease of Developer Property to be entered into by and between the [REDACTED] and Pershing Road Development Company, LLC, a Missouri limited liability company ("Mirror Lease"), in substantially the same form as the unexecuted copy attached hereto as "Exhibit D" and incorporated herein by reference, and the [REDACTED] shall assign all of its right, title and interest in and to the claim to GSA.
- (2) Acceptance and Agreement. To the extent authorized by law, GSA agrees to accept the assignment contemplated in 9.A(1), above, and to prosecute the claim on behalf of itself and the [REDACTED] against Developer.
- (3) Failure to Resolve Disputes. In the event the contemplated assignment of the claim is found to be unenforceable or deemed to be ineffective by a court or board of competent jurisdiction, and should GSA and Developer not be able to resolve said dispute, the [REDACTED] agrees to issue a unilateral decision pursuant to the Claims and Dispute clause of the Mirror Lease referenced above. GSA shall be responsible for any and all costs relating to such unilateral change.
- (4) Exclusivity of Remedies Against [REDACTED] GSA agrees that the provisions of Section 9.A shall constitute GSA's only remedies against the [REDACTED] with respect to any claim GSA may assert against Developer in connection with the Project.

B. Developer Claims Against the [REDACTED] Resulting From GSA Activities.

- (1) Presentation of Claims. Upon presentation of a claim by Developer to the [REDACTED] arising out of GSA activities under this Lease, and to the extent permitted by law, the [REDACTED] shall have the unilateral right to assign all of its right to defend the claim to GSA.
- (2) Acceptance and Agreement. GSA agrees, to the extent authorized by law, to accept the assignment and to assume all of the [REDACTED] obligations to adjudicate, litigate, and resolve said claim.
- (3) Release. To the extent permitted by law, upon assignment of said claim obligations, GSA agrees to release the [REDACTED] from all liability, demands and actions regarding said claim, including, but not limited to, interest, attorneys' fees, liabilities, obligations, debts, damages, costs, and compensation of any kind or nature, whether known or unknown, whether or not ascertainable at this time, arising under the events relating to this Lease or the construction and development of the Project to the extent such arise from the actions of GSA, its employees, agents and/or subcontractors. This provision shall not preclude GSA from bringing a claim against the [REDACTED] to the extent such claim arises from the actions of the [REDACTED], its employees, agents and/or subcontractors.

C. Cooperation of the Parties. The [REDACTED] and GSA agree to cooperate with one another to facilitate the satisfaction of their respective obligations under this Lease. The [REDACTED] and GSA each agree to work expeditiously and in good faith with the other and with their respective architects, engineers and others. Upon the occurrence of any potential or actual delay, the [REDACTED] and GSA shall each cooperate and individually take reasonable steps so as to mitigate and minimize the extent and effect of any such delay. Notwithstanding the foregoing, and except as otherwise contemplated by the terms of this Lease, in no event shall either party's duty to cooperate pursuant to this Paragraph 9.C. obligate either party to incur additional material out-of-pocket costs.

D. Dispute Resolution. In the event of any dispute referenced in either Paragraph 9.A or 9.B, above, Developer and GSA shall follow the procedures under the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("CDA"). If a dispute arises out of or relates to the construction of the Project, and if said dispute

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cannot be settled through negotiation, Developer shall certify its claim and Developer and GSA shall first try in good faith to settle the dispute by mediation at the General Services Administration Board of Contract Appeals ("GSBCA"), before resorting to litigation. GSA agrees that GSA's or the [REDACTED] Contracting Officer shall not issue any final determination regarding any claim by Developer until and unless such mediation has been concluded, or either Developer and/or the [REDACTED] or GSA advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time ("ADR Period"). Upon conclusion of the ADR Period and issuance of the GSA or the [REDACTED] Contracting Officer's Final Decision (whichever agency is most appropriate to issue such a decision), or a "deemed denial" by the GSA or the [REDACTED] Contracting Officer, Developer may file an appeal in any forum with jurisdiction over the appeal. Such an appeal shall be filed within the time periods specified in the CDA. The provisions of this Paragraph shall apply to the [REDACTED] only if a court or board of competent jurisdiction determines the attempted assignment of the claim from the [REDACTED] to GSA to be unenforceable or ineffective.

- E. True Party in Interest. Notwithstanding the claims and appeals (and any alternative dispute resolution) processes provided for under this Lease, or under any additional lease agreement affecting the Premises or its development and eventual occupancy by the Federal government, GSA and the [REDACTED] agree that GSA desires to have the Building developed to house GSA tenant agencies, and that GSA, upon substantial completion and acceptance of the Premises, intends to be in direct privity with Developer. Accordingly, GSA and the [REDACTED] acknowledge and agree that GSA is the true party in interest with respect to any such claim or dispute that might arise in the development of the Project, except to the extent that such claim relates to the [REDACTED] Subleases or arises from the actions of or the failures to act by the [REDACTED], its employees, agents and/or contractors. GSA pledges to use its good faith efforts to identify and resolve any claim or dispute between itself and Developer, without involving the [REDACTED], whenever possible. Furthermore, GSA does not expect the [REDACTED] to incur any cost or liability in having to defend or resolve any claims or disputes by GSA that might exist with Developer with respect to the Project, except to the extent that such claim relates to the [REDACTED] Subleases or arises from the actions or the failure to act by the [REDACTED], its employees, agents and/or contractors. GSA and the [REDACTED] pledge to use their respective best efforts to share with each other, and with Developer, as the case may be, information concerning any claims, disputes or appeals, including

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immediately sharing copies of any claims, protests, pleadings, service of process, and all relevant correspondence.

- F. Effectiveness of Assignment. In the event the assignment contemplated in Paragraphs 9.A or 9.B, above, is deemed unenforceable or ineffective by the [REDACTED] Board of Contract Appeals, the GSBICA, the Court of Federal Claims, or a Federal District Court, GSA hereby agrees, subject to the availability of funds, to reimburse the [REDACTED] (but not any successor, assignee or transferee of the [REDACTED]) for any and all liabilities, losses, costs, or expenses of any nature that may be imposed upon, incurred by or asserted against the [REDACTED] by any person other than GSA in any way relating to or arising out of GSA's or Developer's claim or the construction and development of the Project, except to the extent that such claim relates to actions of or failures to act by the [REDACTED], its employees, agents and/or contractors pertaining to the [REDACTED] Subleases. In the event that no funds are available to GSA at the time that GSA needs such funds to reimburse the [REDACTED] as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purpose.

10. Delivery of Space.

- A. GSA acknowledges that the [REDACTED] shall cause its Developer to deliver as substantially complete the entire Premises, consisting of three (3) processing wings, the warehouse, the main street circulation space, the renovated Building, the tunnel, all related space, and all associated parking, in accordance with the following schedule:
- (1) The south and middle processing wings, the warehouse (including the loading dock and the Service Compound Access Control building that monitors ingress to the loading dock area), the main street circulation space, tunnel areas including portals, security area, testing area, interview room and restrooms as depicted in the General Arrangement Drawings attached to the Lease Specifications, as well as the tunnel itself (including the moving sidewalks), with commensurate parking adequate to meet the needs of the [REDACTED] employees occupying those spaces, by no later than October 1, 2006.
 - (2) The north processing wing, and all remaining parking by no later than December 1, 2006.

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- (3) All perimeter security for the entire Premises shall be installed and operational by no later than December 1, 2006.
- (4) The cafeteria space shall be complete and operational by no later than January 1, 2007.
- (5) The renovated Building by no later than May 1, 2007.

The [redacted] shall cause the Developer to notify GSA, in writing, no later than May 1, 2006, if the blocks of space will not be delivered or be substantially complete within the time periods set forth immediately above.

B. If, by May 1, 2006, Developer notifies GSA that the [redacted] shall deliver the blocks of space according to the timeline set forth in Paragraph 10.A., above, and the [redacted] delivers the blocks of space as substantially complete prior to the prescribed delivery date in accordance with Section 3.15.F of the Lease Specifications, GSA shall inspect the blocks of space and accept the space if it is substantially complete. If any block of space set forth in Paragraph 10.A., above, is inspected and accepted as substantially complete prior to the prescribed delivery date, rent for such block or blocks of space shall not commence and begin to accrue until the prescribed delivery date for each block of space is reached as set forth in Paragraph 10.A., above. Rent for space delivered and accepted after the dates set forth in Paragraph 10.A., above, shall be on a pro-rata basis, as described in General Clause Section 12.

If a block or blocks of space in Paragraph 10.A(1)-(4) (specifically excluding item (5), the existing Building) are not delivered by the prescribed delivery date(s) and that failure renders the entire Premises (excluding the existing Building) unusable by the [redacted] because the [redacted] does not reasonably have sufficient time remaining to occupy and be fully operational in all blocks of space identified in Paragraph 10.A(1)-(4), above, by January 1, 2007, then GSA may delay acceptance of any or all blocks of space until May 1, 2007; provided, however, if GSA accepts and [redacted] personnel occupy and utilize any portion of the space and fail to vacate (except for furniture, telecommunications and information technology equipment and other personal property already on site) the space even though the [redacted] has determined it cannot be fully operational in all blocks of space (excluding the existing Building) by January 1, 2007, then GSA shall pay rent on a pro-rata basis for the space accepted, occupied and utilized by [redacted] personnel.

- C. Subject to any time extension granted to Developer for Excusable Delays, excluding delays to the extent such delays arise from or are attributable to the delivery of the [REDACTED] sublease, if the entire Premises are not substantially complete by May 1, 2008, GSA shall have the right to terminate this Lease pursuant to the provisions of Section 11 of the Lease General Clauses. If Developer is granted a time extension for Excusable Delays, the [REDACTED] shall not be precluded from delivering the block(s) of space according to the prescribed delivery date schedule in Paragraph 10.A.(1)-(5), above. GSA shall incur no liability whatsoever in the event the [REDACTED] chooses to deliver the block(s) of space according to the delivery schedule even though GSA has granted Developer a time extension for Excusable Delays.
- D. GSA shall have the right to assess liquidated damages against Developer, as set forth in Section 50 of the Lease General Clauses, on a pro-rata basis for those portions of the Premises not substantially complete by May 1, 2007.

11. Assignment of Lease to Developer.

- A. Assignment. To the extent authorized by law, [REDACTED] shall have the unilateral right to assign all right, title and interest to and under this Lease to Developer in accordance with Section 26 of the Lease General Clauses; provided, however, that any such assignment shall not be permitted any earlier than the date of substantial completion and acceptance of the entirety of the leased Premises by GSA.
- B. GSA Consent and Acceptance. GSA hereby consents to the assignment of the Lease to Developer and assumption by Developer of all obligations under the Lease as described and conditioned in Paragraph 11.A., above, and agrees that Developer shall be bound by the Lease and performance of all of its terms, covenants and conditions following the assignment.
- C. Release. Upon assignment of said Lease to Developer, GSA and [REDACTED] agree to release each other from all liability, demands and actions regarding said Lease, including, but not limited to, interest, attorneys' fees, liabilities, obligations, debts, damages, costs, and compensation of any kind or nature, whether known or unknown, whether or not ascertainable at this time, arising under the events relating to the Lease or the construction and development of the Project, except for liabilities, claims or causes of action arising from or relating to

Rent Commencement Dates	% of Space	X	Days Elapsed	=	Weighted Average
January 1, 2004	25	x	0	=	0
February 1, 2004	25	x	31	=	7.75
May 1, 2004	50	x	121	=	60.50
			Composite	=	68.25 effective days not occupied

In this example, the Lease Commencement Date would be March 10, 2004. Fractional days for "effective days not occupied" shall be rounded to the next whole number.

16. Rental Rates.

A. GSA shall pay the [REDACTED], or its assignee or designee, annual Unadjusted Base Rent of \$24,624,000 at the rate of \$2,052,000 per calendar month in arrears. Annual Unadjusted Base Rent is equal to 1,140,000 rentable square feet times \$21.60/RSF. Rent for a lesser period shall be prorated. Rent shall be made payable to the [REDACTED] or its designee.

B. Rent.

As provided in Section 1(p) of the Lease General Clauses, Service Agreement Rent ("SAR") (as defined in Paragraph 1(p) of the General Clauses) is that portion of rent that GSA pays for Operating Expenses, real estate taxes and Developer's management fee for the leased Premises and is estimated at \$7.94 per square foot for the first year of the Lease. SAR also includes, in the event of a default by the [REDACTED] or Developer, the Service Agreement Reserve. SAR is exclusive of Base Rent.

The Unadjusted SAR has been estimated at \$9,051,600 annually (\$7.94/RSF x 1,140,000 RSF). GSA shall pay the [REDACTED] actual costs for SAR (as described in the provisions of this Lease) minus the annual rent adjustment to the Base Rent of \$4,140,000 (\$3.63/RSF). Thus, it is projected that GSA shall pay the [REDACTED] or Developer annual Adjusted SAR in the amount of \$4,911,600 (\$9,051,600 - \$4,140,000) per annum at the rate of \$409,300 per calendar month in arrears; provided, however, in no event shall the sum of the Adjusted Base Rent, Adjusted SAR and any TIF revenue adjustment made pursuant to Paragraph 18, below, exceed \$30.54 per Rentable Square Foot for the first year of the Lease. Further, in no event shall the

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unadjusted SAR exceed \$7.94 per Rentable Square Foot for the first year of the Lease. SAR for periods of less than one year shall be pro-rated.

GSA agrees that the first \$4,140,000 (\$3.63/RSF) per annum in SAR paid by GSA will not be subject to setoff or deduction and will be considered the same as Base Rent pursuant to Section 21 of the General Clauses for setoff or deduction purposes. Accordingly, the effective annual Adjusted Base Rent, which is that portion of the total Rent that is not subject to setoff or deduction, is established as \$25.23 (\$21.60 plus \$3.63) per Rentable Square Foot.

The parties nonetheless recognize that, for purposes of calculating the annual rental escalation in SAR in the second Lease year and for all successive Lease years thereafter, the initial Lease year SAR represents a payment of \$9,051,600 (\$7.94/RSF). If there is a default by the [REDACTED] or Developer of the Service Agreement component of this Lease, pursuant to Sections 15 and 16 of the General Clauses, resulting in GSA either terminating the Service Agreement component altogether or excising the service or utility that is the subject of the default from the Service Agreement, and the annual cost to GSA to provide such service(s) or utility so terminated or excised is in excess of the adjusted SAR available for setoff or deduction (\$4,911,600), as escalated annually after the first Lease year for actual SAR operating costs increases, then the [REDACTED] or Developer shall pay GSA an annual lump sum to cover the excess amount; provided, however, the maximum annual lump sum the [REDACTED] or Developer may be required to pay GSA shall not exceed \$4,140,000 (\$3.63 X 1,140,000 RSF). Any annual payment due from the [REDACTED] or Developer to GSA shall be due and payable on the Lease anniversary date.

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C. The chart below summarizes the Base Rent and SAR as adjusted and as subject to setoff: (Note: the dollars per RSF have been rounded for convenience, but the actual dollar/RSF number to be used for Rent payment purposes shall go out 9 decimal places by taking the yearly dollar amounts below divided by 1,140,000 RSF.)

	BASE RENT	SERVICE AGREEMENT RENT
Unadjusted	\$21.60/RSF \$24,624,000/year	\$7.94/RSF \$9,051,600/year
Unadjusted Amount subject to setoff	\$0.00	\$4.31/RSF \$4,911,600/year
Rent Adjustment	+ \$3.63/RSF + \$4,140,000/year	- \$3.63/RSF - \$4,140,000/year
Adjusted	\$25.23/RSF (\$21.60 + \$3.63) \$28,764,000/year	\$4.31/RSF (\$7.94 - \$3.63) \$4,911,600/year
Adjusted Amount subject to setoff	\$0.00	\$4.31/RSF \$4,911,600/year

The first year adjusted SAR subject to setoff (currently \$4.31/RSF or \$4,911,600/year) may increase or decrease as actual SAR operating costs increase or decrease in subsequent years.

D. The [REDACTED] shall cause to be included in the Mirror Lease a provision requiring the Developer to warrant that in no event shall the Developer take any action to cause the state or local TIF reimbursements to accelerate such that the aggregate annual TIF receipts for the Project fall below \$4,140,000 per annum for any Lease year throughout the initial 15-year term and the Option 1 and Option 2 renewal periods (pursuant to Section 58 of the General Clauses).

17. The [REDACTED] or Developer, shall furnish to GSA as part of rental consideration, the following:

All requirements set forth in this Lease including, but not limited to, all building services, supplies, utilities and

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equipment; heating and air-conditioning; electricity (for all purposes); hot and cold water; chilled drinking water; window washing; 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.

18. Tax Increment Financing. Exhibit A, attached hereto, lists the projected TIF revenues for this Project. In the event the projected revenues listed under the "Total" column attributable to each calendar year, as set forth in Exhibit A, are not actually achieved by the [REDACTED] or Developer for any calendar year, GSA shall pay the [REDACTED] or Developer the difference between the projected "Total" dollar amount and the actual total TIF revenues achieved for that calendar year (hereinafter "TIF Revenue Adjustment"). GSA's payment of a TIF Revenue Adjustment to the [REDACTED] or Developer shall be in the form of an annual adjustment to Base Rent, which adjustment shall be separate from the adjustment made to Base Rent that is not subject to setoff. Such annual adjustment shall be applied to GSA's Base Rent and shall be paid by GSA to the [REDACTED] or Developer within sixty (60) days after GSA's receipt of the [REDACTED] written invoice therefor; provided, however, that in no event shall the sum of Unadjusted Base Rent and any TIF Revenue Adjustment exceed (i) \$22.60 per rentable square foot for any year of the initial fifteen (15) year term of this Lease and the Option 1 renewal period pursuant to Section 58 of the General Clauses, or (ii) \$23.60 per rentable square foot for any year of the Option 2 renewal period pursuant to Section 58 of the General Clauses. This paragraph shall apply for the initial fifteen (15) year term of this Lease and to the Option 1 and Option 2 renewal periods pursuant to Section 58 of the General Clauses, but only until such time as the Project's bond indebtedness is fully amortized and paid off or for twenty (20) years from the first day any portion of the Premises is delivered and accepted as substantially complete by GSA (excluding pre-substantial completion access provided to GSA and its contractors to prepare for occupancy), whichever first occurs.
19. Space Measurement. The interior space to be delivered for lease to GSA shall contain the amount of ANSI BOMA Office Area (usable) and rentable square feet listed on the General Arrangement Drawings, attached to Exhibit B hereto, for each of the buildings that are a part of the Premises. The spaces shall be measured in accordance with the provisions of this Lease. No additional payment shall be made for space that exceeds the ANSI BOMA Office Area Square Feet (usable) or rentable square feet listed on the General Arrangement Drawings.

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The parties agree GSA shall pay Rent for no more than 1,140,000 rentable square feet, regardless of any overage in rentable square feet that may be provided.

20. No Assessment Appeal. So long as the Project is eligible for TIF, GSA agrees that it shall not appeal or otherwise challenge the assessed value of the Premises, if such appeal or challenge would lower the amount of the Real Estate Taxes payable with respect to the Premises below the annual incremental payment in lieu of tax amount stated on Exhibit "A" attached to this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the 27th day of May, 2004.

[Redacted signature line]

[Redacted signature]

By: _____
Manager, Asset Management Facilities
Contracting Officer

UNITED STATES OF AMERICA,
acting by and through the
ADMINISTRATOR OF GENERAL SERVICES
and authorized representatives

By:

[Redacted signature]

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