

PROGRAMMATIC AGREEMENT
(U.S. Custom House and Post Office Project - St. Louis, Missouri)

THIS PROGRAMMATIC AGREEMENT (the "Agreement") is entered into this 28th day of AUGUST, 2003, by and among the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives (hereinafter sometimes referred to as the "United States" or "GSA") pursuant to 40 U.S.C. § 550(h) and 36 C.F.R. § 800.14(b), the MISSOURI DEVELOPMENT FINANCE BOARD, a body corporate and politic of the State of Missouri ("MDFB"), the ADVISORY COUNCIL ON HISTORIC PRESERVATION ("ACHP"), the MISSOURI STATE HISTORIC PRESERVATION OFFICER ("SHPO"), and the ST. LOUIS' U.S. CUSTOM HOUSE AND POST OFFICE BUILDING ASSOCIATES, L.P., a Missouri limited partnership (the "Developer").

WITNESSETH:

WHEREAS, GSA owns and controls the U.S. Custom House and Post Office, located on the City block bounded by Eighth Street, Locust Street, Ninth Street, and Olive Street in St. Louis, Missouri (herein, the "**Building**") [the Building, the Sculptures (as defined in Article I hereof) and the real property described on **Exhibit A**, attached hereto and incorporated herein by reference and made a part hereof, being collectively hereinafter referred to as the "**Property**";];

WHEREAS, the Building is designated a National Historic Landmark ("**NHL**") and is listed in the National Register of Historic Places ("**National Register**") and the parties hereto desire to ensure the long-term preservation, public accessibility and stewardship of the Property for future generations;

WHEREAS, GSA has no continuing need for the Property and the Developer and subsequently MDFB have presented GSA and the United States Department of the Interior, National Park Service ("**NPS**") with a plan for the adaptive use of the Property that GSA and NPS have determined will help assure the long-term preservation, public accessibility and stewardship of the Property for future generations;

WHEREAS, based upon a determination by GSA during the late 1990s that the Property would no longer be needed for or occupied by the Federal Government, GSA and Webster University, a general not-for-profit corporation organized under the laws of the State of Missouri ("**Webster**"), began discussions on alternative reuses of the Building by Webster for educational purposes under a contemplated lease of the Property by GSA to Webster pursuant to Section 111 of the National Historic Preservation Act of 1966, as amended ("**NHPA**");

WHEREAS, during GSA's discussions with Webster, Webster brought in the Development Team (as defined in Article I hereof) to help facilitate the Building's reuse, and GSA accepted the role and responsibility of the Development Team to redevelop the Property; subsequently, this reuse by Webster for educational purposes alone was deemed infeasible, and GSA (in consultation with the parties to this Agreement) worked with the Developer to create a concept plan for the adaptive use of the Building in accordance with the Secretary's Standards (as defined in Article I hereof), which resulted in the Development Team proposing the Redevelopment Plan (as defined in Article I hereof);

WHEREAS, the Redevelopment Plan initially contemplated a lease of the Property by GSA to the Developer pursuant to Section 111 of the NHPA and the subsequent sublease of space within the Building by the Developer to Webster, the Missouri Court of Appeals, Eastern District, and other subtenants, with the understanding that (a) the Conceptual Plans (as defined in Article I hereof) and the



Development Team already accepted and approved by GSA, the SHPO and ACHP would be used to implement the Redevelopment Plan, and (b) there would be significant involvement by MDFB;

WHEREAS, the State (as defined in Article I hereof) and MDFB subsequently determined that, based upon the level of State and MDFB investment necessary to complete the Redevelopment Plan, including the sublease of space in the Building by the Missouri Court of Appeals, Eastern District, title to the Project should be transferred to MDFB. Thereafter, discussions expanded to consider a land exchange pursuant to the Public Buildings Act of 1959, 40 U.S.C. § 602, which authority was repealed, restated and recodified at 40 U.S.C. § 3304, and the parties have subsequently agreed that title to the Property will be transferred by quitclaim deed from GSA to MDFB for use as an historic monument for the benefit of the public under authority of 40 U.S.C. § 550(h), and MDFB has agreed to utilize the Development Team to complete the implementation of the Redevelopment Plan;

WHEREAS, the parties have determined that the Development Team has the necessary experience (a) rehabilitating historic properties with architecturally significant interiors in accordance with the recommended approaches set forth in the Secretary's Standards, primarily through the Development Team's affiliation with DFC, and (b) financing, constructing and managing historic building adaptive use projects that qualify for and receive federal and state tax credits for historic preservation;

WHEREAS, DESCO (as defined in Article I hereof) has substantial experience in developing, leasing and managing retail and office space, and will provide property management services for the Property pursuant to an agreement between the Developer and DESCO, as further referenced in Section 12.5 of this Agreement;

WHEREAS, MDFB desires to lease the Property to the Developer pursuant to the Master Lease (as defined in Article I hereof);

WHEREAS, the Developer has engaged Trivers Associates, Inc., a Missouri corporation, ("Trivers Associates") for the purpose of providing architectural services in connection with the Redevelopment Plan, based on the determination that Andrew Trivers, a licensed architect certified in the State of Missouri and a resident of the State of Missouri who is also a principal of Trivers Associates, and Trivers Associates have substantial historic properties design experience and have demonstrated successful experience rehabilitating historic properties with architecturally significant interiors according to the recommended approaches set forth in the Secretary's Standards such that Andrew Trivers is qualified as the Historical Architect (as defined in Article I hereof);

WHEREAS, GSA has determined that, under Section 106 of the NHPA ("Section 106" as defined in Article I hereof), conveyance of the Property to MDFB and the implementation of the proposed Redevelopment Plan as reviewed by the parties may affect the qualities that qualify the Building for NHL status;

WHEREAS, ACHP and the SHPO have commented on and GSA has reviewed and accepted the Redevelopment Plan (as submitted by the Developer through MDFB) as part of the Section 106 process, which Redevelopment Plan includes the proposed demolition of the Century Building (as defined in Article I hereof) to accommodate structured parking for tenants of the Building and other surrounding properties;

WHEREAS, GSA has concluded that the conveyance of the Property to MDFB meets the regulatory criteria for a categorical exclusion (commonly referred to as CATEX by GSA) under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq. ("NEPA") and GSA's

NEPA implementing procedures set forth in the Public Buildings Service NEPA Desk Guide, 65 FR 69558, November 17, 2000, and, therefore, the proposed undertaking complies with NEPA;

WHEREAS, the Developer has represented that the economic viability of the Property's adaptive use depends on federal tax credits, which requires review of the Developer's rehabilitation plans by the SHPO and approval by NPS, Division of Technical Preservation Services, in accordance with 36 C.F.R. Part 67;

WHEREAS, pursuant to a letter dated August 7, 2003, a copy of which is attached hereto as **Exhibit B**, NPS, Division of Technical Preservation Services, has reviewed and conditionally approved the Developer's Historic Preservation Certification Application, Part 2, dated June 6, 2003, in accordance with 36 C.F.R. Part 67;

WHEREAS, the NHPA requires that the head of any Federal agency having direct or indirect jurisdiction over a proposed Federal or Federally-assisted undertaking take into account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for listing in the National Register, and afford ACHP a reasonable opportunity to comment with regard to such undertaking;

WHEREAS, ACHP has been afforded such opportunity;

WHEREAS, the SHPO has accepted the Developer's recommendation that, to mitigate the adverse effect on the Century Building, the Developer will complete documentation consistent with Level II HABS (as defined in Article I hereof) standards for documentation to be archived at the State and local levels as further described in Section 7.7 hereof;

WHEREAS, in accordance with the requirements of Section 106, GSA, MDFB and the Developer have completed consultation with ACHP, the SHPO, NPS, the City of St. Louis, Landmarks Association of St. Louis, Inc., Missouri, and the National Trust for Historic Preservation, an educational and non-profit corporation established by Congress in 1949, with its principal office in Washington, D. C. ("**NTHP**") concerning the contemplated transfer of the Property;

WHEREAS, GSA has been advised in writing by Landmarks Association of St. Louis, Inc., that it does not desire to be a concurring party to this Agreement; and

WHEREAS, GSA, ACHP, the SHPO, MDFB, and the Developer desire to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, agreements, covenants, and restrictions hereinafter set forth, GSA, ACHP, the SHPO, MDFB, and the Developer hereby agree that the redevelopment of the Property will be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic properties.

ARTICLE I

DEFINED TERMS

1.1. In addition to the terms defined in the Recitals to this Agreement, the following terms shall have the meanings set forth below:

"Building" shall mean the physical improvements of the Property, including the interior and exterior historic finishes and features as described in the Building Preservation Plan.

"Building Preservation Plan" or "BPP" shall mean the St. Louis Post Office Historic Building Preservation Plan developed by Ratio Architects, Inc. for the Property for GSA, dated December 22, 1994, and revised January 8, 2001, to ensure that significant historic spaces and features are preserved as described in more detail in Section 6.1, below.

"Century Building" means the real property and the improvements thereon known as the Century Building (listed in the National Register) fronting on Ninth Street between Olive and Locust Streets in St. Louis, Missouri, as well as a connector structure attached to the western portion of the lower floors of the Century Building, all located in the eastern approximate one-half of City Block 273 in St. Louis, Missouri.

"City" means the City of St. Louis, Missouri, a Missouri political subdivision.

"Closing Date" means the date on which MDFB receives title to the Property.

"Completion Date" means the date of execution of the last of all the certificates required pursuant to Section 7.6 hereof.

"Completion of the Project" means substantial completion of all applicable demolition or construction work on the Building within the Project, and all the sidewalks adjacent to the Project, as evidenced by a certificate of substantial completion of the Project (AIA Document G-704, April 1978 edition, or any successor or replacement certificate form) executed by the Historical Architect certifying that the Project is substantially complete and has been inspected and found to be in compliance with all applicable State, county and municipal codes, including, but not limited to, all building, occupancy, fire, health, environmental, electrical, plumbing, and elevator codes.

"Conceptual Plans" means the Preliminary Conceptual Plans and the Full Conceptual Plans (both as defined in this Article I).

"Concurring Parties" means NTHP and the Cultural Resources Office of the City of St. Louis, Missouri.

"CPI" means the Consumer Price Index for All Urban Consumers – All Items/U.S. City Average as published by the U.S. Department of Labor, Bureau of Labor Statistics (or other comparable index if said Consumer Price Index is not published) during the most recent 12-month period for which the Consumer Price Index is reported.

"DESCO" means The DESCO Group, Inc., a Missouri corporation, who will provide leasing and property management services for the Property.

"Developer" means St. Louis' U.S. Custom House and Post Office Building Associates, L.P., a Missouri limited partnership, whose general partner is OPO LLC.

"Development Team" means the Developer and Trivers Associates.

"DFC" means DFC Group, Inc., a Missouri corporation.

"Final Plans" means the plans delineating the redevelopment of the Building and fulfilling the submission requirements for Certification Applications, Part 3 approval by NPS, with the exception of minor changes not inconsistent with the Part 3 submittal required to accommodate sublease tenants not then under sublease.

"Final Preservation Report" means the report delivered to all parties to this Agreement detailing the Project's compliance with this Agreement and its conformance with the recommended approaches set forth in the Secretary's Standards. Such report shall include written analysis of the Project's preservation issues, justification of recommended design solutions, captioned photographs of relevant conditions, and detail drawings illustrating the preservation design solutions as resolved under this Agreement and included in the construction bid documents. The report will serve as the permanent record of this Project.

"Financial Party" or "Financial Parties" shall have the same meaning as defined in the Quitclaim Deed.

"Full Conceptual Plans" means the full conceptual plans prepared by Trivers Associates and presented by the Developer to GSA, the SHPO, ACHP, and NPS on July 20, 2001, together with the concept design plans for the Ninth Street Garage, a complete list of which is attached hereto as **Exhibit C** and incorporated herein by reference and made a part hereof.

"HABS" means the Historic American Buildings Survey, a division of NPS.

"Historic Features" means the Special Historic Features and those other significant original spaces, materials and design in the Level 1 Zones, and corridors in public spaces of the Level 2 Zones, as listed on **Exhibit D-2**, attached hereto and incorporated herein by reference and made a part hereof.

"Historic Monuments Program" shall refer to the program through which Federal properties are transferred for historic monument use for the benefit of the public under authority of 40 U.S.C. § 550(h).

"Historical Architect" means Andrew Trivers, a licensed architect and a resident of the State of Missouri who is also a principal of Trivers Associates, and Trivers Associates, a qualified architectural firm. In the event Andrew Trivers is unable or unwilling to serve as the Historical Architect, then Laura Johnson, a licensed architect and a resident of the State of Missouri, shall serve as the Historical Architect. Both Andrew Trivers and Laura Johnson meet the Historical Architect Requirements. In the event Andrew Trivers and Laura Johnson are unable or unwilling to serve as the Historical Architect, then, in such event, such other person or persons meeting the Historical Architect Requirements shall serve as the Historical Architect, subject to the written approval of the parties to this Agreement, which approval shall not be unreasonably withheld or delayed.

"Historical Architect Requirements" means the minimum qualifications for historical architects and architectural conservators as set forth in the Secretary of the Interior's Professional Qualification Standards in conformance with 36 C.F.R. § 61.4 and 36 C.F.R. Part 61, Appendix A, Professional Qualifications.

"Insurable Value" means \$37,000,000, which is the approximate redevelopment cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation, parking lots and certain soft costs, which amount shall be adjusted annually to reflect increases or decreases in the construction cost index.

"Level 1 Zone," "Level 1 Zones," "Level 2 Zone," or "Level 2 Zones" means the Level 1 and/or Level 2 preservation zones, as applicable, as described in the Building Preservation Plan.

"Master Lease" shall mean that certain Master Lease by and between MDFB and the Developer, the original of which is to be filed of record contemporaneously with the recording of this Agreement.

"National Historic Landmark Program" shall refer to the program through which Federal properties are designated an NHL and listed in the National Register in accordance with 36 C.F.R. Part 65.

"National Register" means the National Register of Historic Places.

"Ninth Street Garage" means the approximately 1,062 space parking garage, which may include retail space on the street level, to be located where the Century Building is currently located and to be owned by MDFB and developed on a turnkey basis by NSG Developers, LLC (an entity consisting of affiliates of DESCO and DFC).

"NPS" means the National Park Service, the bureau of the Department of the Interior to which the Secretary of the Interior has delegated the authority and responsibility for administering the Historic Monuments Program and the National Historic Landmark Program.

"OPO LLC" means Old Post Office Developers, LLC; said entity serves as the general partner of the Developer and its members consist of (a) TDG Old Post Office, LLC, a Missouri limited liability company and an affiliate of DESCO, and (b) Orion 2002, LLC, a Missouri limited liability company and an affiliate of DFC.

"Plans and Specifications" means the Schematic Plans, Substantial Completion Plans and Final Plans.

"PPU" means the Program of Preservation and Utilization, prepared by the Developer and submitted by MDFB to and approved by NPS in accordance with 40 U.S.C. § 550(h), which consists of the preservation, financial and management plans required for the historic monument transfer described in Article II hereof, the original of which is to be filed of record contemporaneously with the recording of this Agreement.

"Preliminary Conceptual Plans" means the preliminary conceptual plans prepared by Trivers Associates and presented by the Developer to GSA, the SHPO, ACHP, MDFB, and NPS on January 15, 2001, a complete list of which is attached hereto as **Exhibit E** and incorporated herein by reference and made a part hereof.

"Preservation Reports" shall mean the Final Preservation Report and the brief preservation reports provided by the Historical Architect with each submission of Plans and Specifications in accordance with Section 4.3 hereof.

"Project" means that portion of the Redevelopment Plan that relates solely to the Property and undertaken in accordance with the requirements of this Agreement.

"Property" means the Building, the Sculptures and the real property described on **Exhibit A**, attached hereto and incorporated herein by reference and made a part hereof.

"Quitclaim Deed" shall mean the quitclaim deed that will transfer title to the Property and Sculptures from GSA to MDFB, the original of which is to be filed of record contemporaneously with the recording of this Agreement.

"Receipt Confirmation" is defined in Section 6.10 hereof.

"Redevelopment Plan" means:

(a) the construction, redevelopment, repair, rehabilitation, alteration, renovation, and equipping of the Property in accordance with the requirements of this Agreement, and the sublease of portions of the Property by Developer to Webster University, the Missouri Court of Appeals, Eastern District, and other subtenants satisfying the requirements of this Agreement; and

(b) the demolition of the Century Building and construction of the Ninth Street Garage.

"Schematic Plans" means the architectural plans delivered to the parties to this Agreement on June 11, 2003, for the design and reconstruction of the Building designed to fulfill the submission requirements for Part 2 approval by NPS, Division of Technical Preservation Services, for tax credits in accordance with 36 C.F.R. Part 67 (approximately thirty-five percent (35%) development stage of Final Plans and, at the option of the Developer, amended at approximately the sixty-five percent (65%) to eighty percent (80%) development stage).

"Sculptures" means (a) the original 1882 Daniel Chester French marble sculpture group known as "Peace and Vigilance" located in the mall level of the Building's interior, weighing approximately 70,000 pounds, GSA artwork identification number FA2, (b) the replica of "Peace and Vigilance" that is affixed to the dome on the exterior of the Building, (c) the casting molds for "Peace and Vigilance" used in making the replica, and (d) the 1987 ceramic sculpture known as "Birthplace" created by Stephen DeStaebler in connection with the 1980s renovation of the Building, presently located in the mid-level of the Building interior, GSA artwork identification number AA33.

"Secretary's Standards" means the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings as in effect as of (a) for work performed prior to the Completion Date, the latest date of the Substantial Completion Plans and any modifications to the Substantial Completion Plans required pursuant to the terms of this Agreement, and (b) for work performed after the Completion Date, the Completion Date.

"Section 106" means Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f, and its implementing regulations (36 C.F.R. Part 800).

"Special Historic Feature(s)" means those significant original spaces, materials and design in the Level 1 Zones, which are specifically listed on **Exhibit D-1**, attached hereto and incorporated herein by reference and made a part hereof.

"State" means the State of Missouri, acting by and through the Office of Administration.

"Substantial Completion Plans" means the architectural plans for the design, rehabilitation, reconstruction, and selective restoration of the Property at roughly the ninety percent (90%) development stage.

"Trivers Associates" refers to Trivers Associates, Inc., a Missouri corporation.

"United States" means the United States of America, its agencies, officers, employees, and agents, including, but not limited to, GSA, ACHP and NPS.

ARTICLE II

HISTORIC MONUMENT CONVEYANCE

2.1. On the Closing Date, GSA shall convey the Property by the Quitclaim Deed to MDFB for use as an historic monument for the benefit of the public pursuant to 40 U.S.C. § 550(h).

ARTICLE III

DEVELOPMENT TEAM AND REDEVELOPMENT PLAN

3.1. GSA and MDFB hereby approve the following:

(a) GSA's acceptance and approval of the Development Team under an initial plan to redevelop and lease the Property for occupancy by educational, commercial office, retail, and/or governmental tenants under Section 111 of the NHPA, and GSA's subsequent approval of the Development Team to implement the Redevelopment Plan; and

(b) MDFB's acceptance of the Development Team previously selected by GSA for implementation of the Redevelopment Plan in accordance with the proposed lease of the Property under Section 111 of the NHPA, all determined to be in the interest of the citizens of Missouri, in order for the State to benefit from the efforts invested in the creation of the Conceptual Plans for the Building's adaptive use and the overall Redevelopment Plan.

(c) The engagement of the Historical Architect by the Developer as the historical architect of record in connection with the implementation of the Project.

(d) The engagement of DESCO by the Developer as the property manager for the Property, following conveyance of the Property to MDFB and execution of the Master Lease.

(e) The lease of the Property by MDFB to the Developer in accordance with the terms of the Master Lease in the form to be approved pursuant to Section 12.5 of this Agreement.

3.2 The parties to this Agreement acknowledge and agree with the Redevelopment Plan, which includes demolition of the Century Building and construction of the Ninth Street Garage to accommodate structured parking for tenants of the Building and other surrounding properties.

ARTICLE IV

DUTIES AND ROLE OF THE HISTORICAL ARCHITECT

4.1. The Developer agrees that all construction and redevelopment activities undertaken pursuant to this Agreement shall be carried out by or under the direct supervision of the Historical Architect. The parties agree that the Historical Architect meets the Historical Architect Requirements. Andrew Trivers initially shall serve as the Historical Architect and shall be the individual responsible for

overseeing execution of preservation design solutions during construction. The parties acknowledge that Andrew Trivers and Laura Johnson have the necessary experience rehabilitating historic properties with architecturally significant interiors in accordance with the recommended approaches set forth in the Secretary's Standards. In the event Andrew Trivers is unable or unwilling to serve as the Historical Architect, then Laura Johnson shall serve as the Historical Architect. In the event neither Andrew Trivers nor Laura Johnson are able or willing to serve as the Historical Architect, the Developer will select another historical architect who meets the Historical Architect Requirements and is able to demonstrate successful experience in complex projects involving historic buildings having extensive ornamental interior features, and shall submit the name and qualifications to the parties hereto for review and approval, which approval shall not be unreasonably withheld or delayed.

4.2. The Developer and the Historical Architect shall ensure that design and construction for all repairs and alterations to the Property conform to the design issue solutions reached under Section 6.8 hereof and the PPU.

4.3. The Developer shall cause the Historical Architect to provide, with each submission of the Plans and Specifications, a brief preservation report detailing the Project's compliance with the recommended approaches set forth in the Secretary's Standards. The report shall include written analysis of historic preservation issues, justification for recommended design solutions, captioned photographs of relevant conditions, and detail drawings illustrating the preservation design solutions as they are developed. To avoid redundant effort, the report shall be presented as a work in progress, expanding with greater detail and narrowing of options as the Project develops. The Final Preservation Report will document and explain the resolution of each preservation design issue. The intent of the Final Preservation Report is to expedite the review process by focusing reviewers on the preservation design issues and anticipating likely reviewer questions. The Final Preservation Report will also serve as a permanent record of the Project.

4.4. The Developer shall cause the Historical Architect to make the threshold determination as to whether any construction work proposed by or on behalf of the Developer could affect the Building's Historic Features. The Developer shall cause all such determinations to be made in a prompt and timely manner.

4.5. The Developer shall cause the Historical Architect to review the Plans and Specifications in a prompt and timely manner and to determine whether the Plans and Specifications comply with the criteria established in Article VI hereof. If the Plans and Specifications comply, the Developer will cause the Historical Architect to promptly and timely certify same by signature on the preservation reports provided with each design submission. In addition, the Developer shall ensure that the Historical Architect attends any Project meetings of the parties hereto at which the Developer presents design and construction determinations to the parties that could affect Historic Features.

4.6. The Developer will cause the Historical Architect to prepare submission material and coordinate submission of the various Plans and Specifications throughout the course of design development for the Project, all in a prompt and timely manner.

ARTICLE V

HISTORIC PRESERVATION COVENANTS

5.1 Upon delivery of the Quitclaim Deed from GSA to MDFB, MDFB shall cause the Quitclaim Deed to be recorded in the real property records of the City of St. Louis, Missouri. During the

term of the Master Lease, the Developer agrees to maintain and preserve the Property in accordance with the recommended approaches set forth in the Secretary's Standards, the PPU and the Quitclaim Deed. In the event of any termination of the Master Lease, MDFB will maintain and preserve the Property in accordance with the recommended approaches set forth in the Secretary's Standards, the PPU and the Quitclaim Deed. Notwithstanding the foregoing, neither the Developer nor MDFB will be required to exceed the Secretary's Standards.

5.2 During the term of the Master Lease, the Developer will maintain and preserve the Sculptures in accordance with the recommended approaches set forth in the Secretary's Standards. In the event of termination of the Master Lease, MDFB will maintain and preserve the Sculptures in accordance with the recommended approaches set forth in the Secretary's Standards; provided, however, that MDFB will not be required to exceed the Secretary's Standards.

5.3 MDFB shall display or cause to be displayed the Sculptures in accordance with Section 11.2 of this Agreement.

5.4 The primary name of the Building shall remain the "U.S. Custom House and Post Office" and shall be prominently displayed on the Building exterior, at public entrances and in promotional and educational materials in which the Building is mentioned. For all other purposes, the Building may be referred to simply as the "Old Post Office," with appropriate credit given to GSA for its stewardship of the Building and mention of the Building's transfer as a public benefit conveyance to MDFB through the Historic Monuments Program (for example, a plaque at an appropriate location within the Building acceptable to GSA). MDFB shall have the right to dedicate certain individual spaces or areas (such as the third and fourth floors) within or around the Building to prominent individuals and/or organizations who have been instrumental in the Redevelopment Plan. Such right of dedication shall include the right to name such spaces and refer to such spaces by such names.

5.5 MDFB shall make or shall cause to be made every effort to maintain appropriate public access to historically significant spaces (including the 1882 original "Peace and Vigilance" sculpture group, which is part of the Sculptures), subject to appropriate Building security practices and subject to the understanding that certain historically significant spaces may be leased to private tenants and may not be available to the public, and that general public access may be limited to parts of the first floor mall level of the Building.

5.6 NPS and the SHPO and/or its designee shall have the right (including, without limitation, the right of access), but not the obligation, to make periodic inspections of the Property at any reasonable time after the conveyance of the Property by GSA to MDFB to ascertain that the conditions contained in this Agreement, the PPU and the Quitclaim Deed are being observed, said inspections to be at no cost to the Developer or MDFB and subject to appropriate Building security practices.

ARTICLE VI

PLANNING AND DESIGN

6.1 On January 8, 2001, GSA revised the Building Preservation Plan (a) to acknowledge the architectural hierarchy of spaces intended by the Building's original designer, Alfred B. Mullet, (b) to ensure that significant original features are identified and acknowledged in the preservation zoning plan for the Building, and (c) to identify alterations to preservation and rehabilitation zones that may have occurred since the Building Preservation Plan was originally completed in 1994.

6.2. After the Full Conceptual Plans and marketing plan were developed, GSA hosted a public forum on January 29, 2002, to inform the public of the proposed transfer of the Property as well as the proposed general adaptive use program envisioned by the Developer and GSA and to provide an opportunity for public comment.

6.3. The parties acknowledge that the historic preservation approach to be used by the Developer in the Project pursuant to this Agreement is one of rehabilitation with selective restoration, as defined in the Secretary's Standards.

6.4. As a result of the feasibility studies undertaken by the Development Team, which explored alternatives for rehabilitating and adapting the Century Building to accommodate required parking, the parties to this Agreement accept the Development Team's proposal to remove the Century Building to construct the Ninth Street Garage, a sympathetically designed structured parking facility. The concept design of the Ninth Street Garage parking structure has been included in the Section 106 compliance review for the Redevelopment Plan.

6.5. The parties and the Concurring Parties to this Agreement hereby acknowledge and agree that the following plans and agreements have been reviewed and accepted:

(a) The Preliminary Conceptual Plans.

(b) The Full Conceptual Plans. The design issues addressed in the approved Full Conceptual Plans include: access for the disabled, design and general distribution of new corridor openings, reestablishment of the entrance lobby and first floor circulation, design for certain site-specific signage, and concept design for the Ninth Street Garage. Issues that remain to be resolved during subsequent design development include exterior lighting, detailing for exterior railings and signage for the Building's principal public spaces.

(c) Redevelopment Plan

(d) Schematic Plans.

The parties to this Agreement hereby acknowledge and agree that the following agreement has been reviewed and accepted:

(e) PPU.

6.6. The parties to this Agreement hereby acknowledge and agree that they have reviewed drafts of the Master Lease and the Quitclaim Deed and that these documents are nearing completion. The parties agree to review future drafts of the Master Lease and the Quitclaim Deed in a timely manner so as to facilitate their completion prior to the Closing Date. Assuming that the Substantial Completion Plans have been reviewed and completed prior to the Closing Date, the parties further agree that as of the Closing Date the only architectural plans that will remain to be submitted to the SHPO for approval will be the Final Plans. The parties understand and agree that the Final Plans must be submitted to the SHPO at a later date in connection with the Project completion process.

6.7. The Developer covenants and agrees that

(a) The Plans and Specifications for the Property shall be in accordance with the recommended approaches set forth in the Secretary's Standards, and shall be consistent with the Preliminary Conceptual Plans and the Full Conceptual Plans.

(b) The Developer shall submit the Plans and Specifications, and any material revisions thereto, to the SHPO for review and approval in accordance with the terms of this Agreement. Additionally, the Developer shall use its best efforts to keep the SHPO timely and continuously advised of significant Project design details that will require the SHPO's review and approval and shall use its best efforts to notify the SHPO prior to the formal submission of the Plans and Specifications to the SHPO.

(c) The Developer shall replace certain existing alterations in architecturally significant Building locations (for example, the principal public areas in the first floor mall area) with new design that is consistent with the recommended approaches set forth in the Secretary's Standards and that respects the Building's original materials and design vocabulary. Particular attention will be given to reestablishing the Building's four public entrances, reopening the south entrance and articulating the entrance lobby configurations. The parties acknowledge that the north entrance may be configured such that it will not be used as a public entrance, depending on the subtenancy of the north end of the Building's mall level (or street level) floor plan.

(d) The Building Preservation Plan, based upon the Building's original spatial configuration and architectural hierarchy, permits certain first floor mall areas currently serving as public circulation space to revert to their original functions as private workspace (for example, the southeast corner of the first floor mall level, which originally served as part of the postal office lobby).

(e) In resolving any design issues, preference shall be given to the uses that most successfully meet the following stewardship priorities:

(i) Preservation of the Historic Features, according to the recommended approaches set forth in the Secretary's Standards.

(ii) Public access to historically significant spaces, subject to typical Building security practices and subject to the understanding that certain historically significant spaces may be leased to private tenants and may not be available to the public, and that general public access may be limited to parts of the first floor mall level of the Building.

(iii) Interpretation (for example, a photograph exhibit) that is continuously visible to the public of the Building's historic and architectural significance, subject to the understanding that certain historically significant spaces may be leased to private tenants and may not always be visible to the public.

6.8. Subject to review time limits as detailed in Section 6.10 hereof, any design issues arising from the submission of the Plans and Specifications to the SHPO, and any material revisions thereafter, will be resolved prior to or during the working drawings phase of development for the Building or the sublease tenant improvements, as applicable, either through consensus between the Developer and the SHPO, development of mitigation measures in accordance with 36 C.F.R. § 800.6, or in accordance with the dispute resolution procedures described in Article X hereof. In each sublease with each subtenant, the Developer will include language that restricts each subtenant from making alterations to the Building without the Developer's prior express written consent; said alterations, if approved by the Developer, must be undertaken and completed in accordance with the terms and conditions of this Agreement and the applicable sublease. Prior to the start of construction on the Building or the individual sublease tenant improvements, as applicable, the Developer will submit the Substantial Completion Plans to the SHPO, which plans will provide written and/or graphic documentation of the agreed resolution of each concept

design issue. In the event the Developer and the SHPO cannot mutually agree to resolve a concept design issue, then, in such event, the dispute shall be resolved in accordance with the terms and conditions of Article X hereof.

6.9. The parties acknowledge that the Developer has applied for historic preservation investment tax credits pursuant to 36 C.F.R. Part 67 in conjunction with the Project and that the Developer's Plans and Specifications submitted for said credits are subject to review by the SHPO and approval by NPS, Division of Technical Preservation Services, in accordance with 36 C.F.R. Part 67, to ensure conformance with the recommended approaches set forth in the Secretary's Standards. Understanding that timely response is important to the Project, the SHPO will use its reasonable efforts to complete said reviews and respond to the Developer within fifteen (15) days of submission; however, the SHPO shall not be required to respond until the last day of the regulatory time frames allowed for said reviews.

6.10. Timeliness by the parties to this Agreement in reviewing the Plans and Specifications, Preservation Reports and other documentation required to be submitted to the parties in accordance with this Agreement is critical to the Developer's ability to complete the Project according to schedule. It is the understanding among the parties to this Agreement (including the Concurring Parties, if applicable) that all reviewing parties will promptly review the Plans and Specifications, Preservation Reports and other documentation as they are submitted, and will provide timely responses to the Developer, explaining the reasons for any objections and suggesting alternative solutions, as appropriate. The Developer shall submit or cause to be submitted the applicable Plans and Specifications, Preservation Reports and other documentation to the parties in accordance with the notice requirements of Section 12.2 hereof. Subsequent to said submission, the Developer will communicate with the parties and obtain written confirmation of submission receipt from each party with e-mail or facsimile being acceptable forms of written confirmation ("**Receipt Confirmation**"). In the event that any of the reviewing entities designated herein has not submitted a written response to the Developer, either as part of a combined response or independently, within thirty (30) days of Receipt Confirmation from that particular reviewing entity, then the submitted Plans and Specifications and/or Preservation Reports shall be deemed approved by that reviewing entity. This stipulation applies only to reviews covered in this Agreement; it does not apply to reviews required to obtain tax credits, building or other State or local permits that may be required or to accomplish other purposes.

ARTICLE VII

CONSTRUCTION

7.1. The Developer will ensure that the work performed by the contractors responsible for repair, rehabilitation, restoration, or replication of the historic finish materials of the Special Historic Features is:

(a) performed by competent individuals who have demonstrated successful experience performing similar work, in compliance with the recommended approaches set forth in the Secretary's Standards, as described in the qualitative (but not necessarily the quantitative) aspects of the *GSA Competency of Restoration Specialist Specifications*, as such specifications may be amended from time to time, citing standards for applicable restoration trades (such as experience replicating historic wood furnishes, cleaning stone without harming the surface); said experience may be demonstrated by an individual producing an on-the-job example of competency in working on a particular Special Historic Feature within a small discrete area of the particular Level 1 Zone, and

(b) approved by the Historical Architect.

The qualifications and/or demonstrated experience of the individuals who are performing the work on the Special Historic Features will be submitted to the Historical Architect for review. In the event the Historical Architect is personally aware that a particular individual does not meet the requisite competency criteria, then the Historical Architect will be obligated to so notify the Developer. If the Historical Architect does not so notify the Developer in writing within three (3) business days of receiving the qualifications and/or experience information from the Developer, then it will be assumed that the Historical Architect is not personally aware that the individual does not meet the requisite competency criteria.

7.2. Construction specifications also will include provisions for protection of Historic Features during construction, space build-out and tenant move-in.

7.3. The Developer will carry out all construction work that could affect Historic Features of the Building in substantial conformity with the approved Substantial Completion Plans. The Historical Architect will monitor the construction work to ensure substantial conformity with the approved Substantial Completion Plans. If construction on Historic Features does not substantially conform to the approved Substantial Completion Plans, the Developer shall cause all work to be discontinued immediately. The Historical Architect will thereafter immediately notify the SHPO of the issue, and the SHPO will promptly consult with the Developer to determine if further consultation is required. The Developer also shall promptly notify and make recommendations to NPS and permit comment by NPS within the review time frame detailed in Section 6.10, above. In the event NPS does not comment pursuant to Section 106 and/or 40 U.S.C. § 550(h) by the later to occur of thirty (30) days of Receipt Confirmation or the last day of the regulatory time frame allowed for NPS review, then the Developer's recommendations shall be deemed approved by NPS.

7.4. During implementation of the construction phase of the Project, the Developer will notify the SHPO immediately of any unanticipated conditions, discoveries, proposed changes to the scope of work (e.g., change orders), or other circumstances that may adversely effect the Historic Features.

7.5. The Developer shall cause the Historical Architect to review in a prompt and timely manner any such unanticipated conditions or additional work items to determine whether they will have an adverse effect on the Building, as defined in 36 C.F.R. § 800.5(a)(1). During the pendency of the review, the Developer will use its best efforts to avoid or minimize harm to the Historic Features until the issue is resolved in accordance with this Agreement.

(a) If the Historical Architect determines that the unanticipated condition and/or additional work item reviewed will have no adverse effect on the Historic Features, then the Historical Architect will forward documentation to the SHPO to support this finding and the Developer will submit recommendations to the SHPO. In the event that the SHPO has not submitted a written response to the Developer's recommendations within thirty (30) days of Receipt Confirmation, then the Developer's recommendations shall be deemed approved by the SHPO, and the Developer may proceed to the extent authorized by law. If the SHPO objects within said thirty (30) day period, said response to the Developer shall include the reasons for such objections and any recommended changes or suggested mitigation measures.

(b) If the Developer agrees to the recommended changes or suggested mitigation measures from the SHPO, the Developer will modify the scope of work accordingly.

(c) Should the Developer object to any modifications recommended by the SHPO as cited in Section 7.5(a), above, the Developer will consult with the SHPO to resolve the Developer's objections. In the event that the Developer and the SHPO cannot resolve the objections, then either the SHPO or the Developer may initiate dispute resolution procedures in accordance with Article X hereof.

7.6. The Completion Date shall be evidenced by (a) delivery to GSA, the SHPO, and MDFB of (i) a certificate of substantial completion of the Project executed by the Historical Architect as provided in the definition of Completion of the Project (exclusive of subtenant spaces not scheduled for completion at the time of completion of the Building improvements), and (ii) copies of certificates of occupancy for Webster University and the Missouri Court of Appeals, Eastern District, (b) a certificate signed by the Developer certifying that all costs and expenses incurred in the acquisition, construction, renovation, rehabilitation, improvement, equipping, and installing of the Project have been paid except costs and expenses the payment of which are not yet due or are being retained or contested in good faith by the Developer, and (c) a written statement from GSA, the SHPO and MDFB acknowledging and confirming Completion of the Project.

7.7 With respect to the demolition of the Century Building, the Developer will take the following actions, for itself and on behalf of MDFB, to mitigate the adverse effect of the demolition of the Century Building:

(a) Prior to the demolition of the Century Building, the Developer will document the Century Building in accordance with Level II HABS standards and as described in the letter from the SHPO, dated October 3, 2002, a copy of which is attached hereto as **Exhibit F** and incorporated herein by reference and made a part hereof. Documentation and photographs will be submitted in draft format to the SHPO for review and comment within the timeframes described for reviews in Section 6.10 hereof. Comments from the SHPO received within the timeframes will be addressed in the final documentation. With respect to the final documentation, original photographs and negatives and the text of the documentation will be printed on archival paper and submitted to the SHPO, with copies of text and original photographs provided to the Missouri Historical Society. NPS has indicated that (a) the Century Building does not possess national significance and does not represent an unusual property type, (b) it no longer accepts documentation of properties that lack national or exceptional significance for inclusion in the HABS collections in the Library of Congress, and (c) it, therefore, will not require HABS documentation of the Century Building, as described in the letter from NPS, dated September 10, 2002, a copy of which is attached hereto as **Exhibit G** and incorporated herein by reference and made a part hereof.

(b) Prior to the demolition of the Century Building, the Developer will endeavor to make elements of the Century Building façade available to parties who wish to remove and relocate same for display, reuse or other preservation efforts, subject to said removal and relocation being accomplished at no cost to MDFB or the Developer and further subject to said removal and relocation being accomplished within the time periods and removal specifications established by the Developer.

ARTICLE VIII

POST-COMPLETION MATTERS

8.1. Following the Completion Date and during the term of the Master Lease, the Developer shall be obligated to: (a) maintain on staff or contract with an on-site property manager with the knowledge and capability of managing historic buildings in accordance with the recommended approaches set forth in the Secretary's Standards, and (b) retain on staff or have available to it as a consultant, when needed, an historical architect or architectural conservator who has successful technical experience in the care of historic materials and assemblies and meets the professional standards for preservation professions described in the Secretary's Standards.

8.2. Following the Completion Date and upon termination of the Master Lease, MDFB shall be obligated to: (a) maintain a permanent record at a location designated by MDFB of all decisions and determinations with respect to changes to the Historic Features, said permanent record to be available for review by the SHPO, NPS or other parties to this Agreement as needed, (b) preserve and maintain the Property in accordance with the recommended approaches set forth in the Secretary's Standards, and (c) establish and maintain a capital maintenance reserve account to be used exclusively for the repair and maintenance of the Property, inclusive of the Historic Features.

8.3. After the Completion Date, plans and specifications for any alteration(s) and/or change of use that may adversely effect one or more of the Historic Features shall be submitted (either by the Developer during the term of the Master Lease or by MDFB upon termination of the Master Lease) for review and comment to the SHPO and the regional NPS NHL program office in the same manner and within the same timeframes as the review of the Plans and Specifications, as described in Section 6.10 hereof, with MDFB (in lieu of the Developer) being obligated to obtain the Receipt Confirmation upon termination of the Master Lease. In the event comments from the SHPO and/or the regional NPS NHL program office are not received by the Developer or MDFB, as applicable, within thirty (30) days of Receipt Confirmation, then the SHPO and/or the regional NPS NHL program office, as applicable, shall be deemed to have approved said plans and specifications for said alteration(s) and/or change of use. The Developer and MDFB will ensure that all SHPO and regional NPS NHL program office comments are addressed in writing and given serious consideration and will use their best efforts to avoid any adverse effect on those qualities that qualify the Property as an NHL. In the event that the comments from the SHPO and/or the regional NPS NHL program office are not addressed and resolved by the Developer and/or MDFB to the satisfaction of all the parties, then any one or more of the disputing parties may invoke the dispute resolution provisions set forth in Article X of this Agreement.

8.4 Following the Completion Date and throughout the entire term of the Master Lease, the Developer will be required to obtain input from the historical architect or architectural conservator described in Section 8.1(b), above, as follows:

(a) The historical architect or architectural conservator will make a written determination of any change that may affect any Level 1 Zone. Each such written determination shall be maintained on file in a permanent site file record and will be available to the SHPO, NPS and/or any other party to this Agreement for review. Upon the expiration or earlier termination of the Master Lease, said permanent records will be maintained at a location designated by MDFB, as described in Section 8.2, above.

(b) Changes to spaces other than Level 1 Zones will not require consultation with the SHPO, provided that such changes have no effect (as defined in 36 C.F.R. Part 800) on adjoining Level 1 Zones.

(c) For minor changes to Level 1 Zones, the Developer will provide the SHPO at least fifteen (15) days advance written notice of minor changes, which, in the opinion of said historical architect or architectural conservator, will not have an adverse effect (as defined in 36 C.F.R. Part 800) on the Historic Features. Said minor changes may be made to the Level 1 Zones in the event the SHPO does not respond within the later of fifteen (15) days of said notice or the time period specified in said notice.

(d) For any change other than a minor change to the Level 1 Zones, the Developer shall engage an historical architect or architectural conservator, who shall consult with and allow comment by the SHPO, said comments to be provided to the Developer in a timely manner in accordance with the time periods for approvals described in Section 8.3, above.

Following the Completion Date and upon the expiration or earlier termination of the Master Lease, MDFB (not the Developer) will be required to obtain said input from the historical architect or architectural conservator, as described in this Section 8.4.

8.5 Among economically feasible reuse alternatives proposed for the Property, preference (as determined by the Developer and/or MDFB in consultation with NPS) shall be given to the adaptive uses that most successfully meet the following stewardship priorities:

(a) Preservation of significant original spaces, the Sculptures, materials, and design, as designated in the Building Preservation Plan, according to the recommended approaches set forth in the Secretary's Standards.

(b) Public access to historically significant spaces and the Sculptures, subject to the understanding that certain historically significant spaces may be leased to private tenants and may not be available to the public, and that general public access may be limited to parts of the first floor and mall level of the Building.

(c) Interpretation, visible to the public, of the Buildings historical and architectural significance, including the Sculptures, subject to the understanding that certain historically significant spaces may be leased to private tenants and may not always be visible to the public.

8.6 The Developer, MDFB and the SHPO recognize that it may be necessary to periodically review and update the Building Preservation Plan and agree to cooperate with each other in reaching an understanding with respect to said update all in accordance with the recommended approaches set forth in the Secretary's Standards. In the event that the Developer, MDFB and the SHPO cannot reach an understanding with respect to said update, then any one or more of the disputing parties may invoke the dispute resolution provisions set forth in Article X of this Agreement.

ARTICLE IX

INSURANCE AND CASUALTY

9.1. Casualty Insurance.

(a) MDFB, its successors and assigns, will insure (or, if self insured, provide for equivalent protection) or shall cause any tenant of the Property to provide the following insurance protection:

(i) At all times during the construction period, maintain, at its sole cost and expense, or cause to be maintained in full force and effect, a policy or policies of builder's risk insurance ("Builder's Risk Insurance"), in form acceptable to MDFB and NPS, insuring the Property against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State of Missouri, in an amount equal to the Insurable Value of the Property (subject to reasonable loss deductible clauses not to exceed \$100,000, said deductible limit to be adjusted annually at the same rate as adjustments in the CPI). Notwithstanding the foregoing and with the exception of flood and earthquake insurance, there shall be no requirement to insure against damage or loss from acts of God, war or terrorism.

(ii) Prior to or simultaneously with the expiration of the Builder's Risk Insurance, a policy or policies of insurance, in form acceptable to MDFB and NPS, to keep the Property constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri, in an amount equal to the Insurable Value thereof (subject to reasonable loss deductible clauses not to exceed \$100,000, said deductible limit to be adjusted annually at the same rate as adjustments in the CPI), which shall be maintained with a generally recognized responsible insurance company or companies selected by the Developer and licensed and authorized to do business in the State of Missouri that hold a "BEST" Rating of "A-", or greater. The insurance protection required pursuant to this Section shall be maintained at the Developer's sole cost and expense. The Developer shall deliver to MDFB, NPS and all Financial Parties copies of the insurance policies (or certificates thereof) required under this Section. All such policies of insurance maintained pursuant to this Section, and all renewals thereof, shall name MDFB (as prime landlord under the Master Lease), NPS, the Developer, and the Financial Parties, as their respective interests may appear, as insureds, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least thirty (30) days' advance written notice to MDFB, NPS, the Developer, and the Financial Parties, and proceeds therefrom shall be payable jointly to the Developer, MDFB (as prime landlord under the Master Lease) and the Financial Parties, as their respective interests may appear; provided, however, that in the event of bankruptcy of the Developer, said proceeds shall be payable jointly to MDFB and the Financial Parties, as their respective interests may appear. Notwithstanding the foregoing and with the exception of flood and earthquake insurance, there shall be no requirement to insure against damage or loss from acts of God, war or terrorism.

(b) In the event of loss or damage to the Project, the net proceeds of casualty insurance carried pursuant to this Section shall be paid and applied as provided by the terms of this Agreement.

(c) In the event of catastrophic damage (*i.e.*, either the total or partial loss to the Property not covered by casualty insurance (other than the deductible) called for under the terms of the Agreement) and subject to the terms and conditions of Section 9.1(e), below, MDFB, its successors and assigns, will or shall cause any tenant of the Property to take immediate steps to protect and maintain the Property to mitigate further damages and/or losses pending the completion of the following process. MDFB, its successors and assigns, thereafter will or shall cause any tenant of the Property to solicit the comments of GSA, NPS, the SHPO, and ACHP on appropriate alternatives for salvaging, rebuilding, removing, or replacing the affected areas. If preservation of damaged areas is commercially practical and sufficient funds are available either from insurance proceeds or other sources, MDFB, its successors and assigns, will or shall cause

any tenant of the Property to repair, replace or replicate the damaged areas, in accordance with the recommended approaches set forth in the Secretary's Standards, the PPU and the Building Preservation Plan. If it is not commercially practical, then, in such event, MDFB, its successors and assigns, will or shall cause any tenant of the Property to take reasonable steps to salvage the historic elements, materials and features that qualify the Building as an NHL in consultation with GSA, NPS, the SHPO, and ACHP, subject to the terms and conditions of Section 9.1(e), below.

(d) In the event of a total or partial loss that cannot be restored with insurance proceeds and retained historic tax credits issued in connection with the Project, MDFB, for itself and its successors and assigns, will take or cause to be taken reasonable measures to preserve the historic elements, materials and features that qualify the Building as an NHL in consultation with GSA, NPS, the SHPO, and ACHP, subject to the terms and conditions of Section 9.1(e), below.

(e) Notwithstanding anything in this Agreement to the contrary and conditioned upon the insurance required by this Section 9.1 being maintained, neither the Developer nor MDFB shall be obligated to assume responsibility for repairing, replacing or replicating all or any portion of the Property that may be damaged or destroyed in excess of the amount of insurance proceeds (or the amount of the equivalent protection if the Property is self insured by MDFB, as described in Section 9.1(a), above) available for said repair, replacement or replication. In the event of damage or destruction to the Property, MDFB will use its best efforts to repair or restore the Property; provided, however, that MDFB will not be obligated to repair or restore the Property to a condition that is better than the condition of the Property as of the date this Agreement is executed, and MDFB's obligation to repair or restore is further limited to the extent MDFB funds (including any funds made available to the MDFB by the State) are available.

(f) Notwithstanding anything in this Agreement to the contrary, in the event all or any portion of the Property is damaged or destroyed to the extent that prevents one hundred percent (100%) of the projected Federal and State historic and new markets tax credits from being issued or causes the recapture of Federal historic ~~and~~ new markets tax credits previously issued (for example, damaged to the extent that disqualifies the Building from eligibility for listing in the National Register or for NHL designation), then insurance proceeds will be made available to the historic and new markets tax credit investors to the extent of their financial losses. Any remaining balance of insurance proceeds will then be made available as agreed upon among GSA, NPS, MDFB and the Developer for repairs, restoration, debt reduction, or other agreed-upon items. Neither the Developer nor MDFB will be obligated to repair or reconstruct the Property at a cost that exceeds the amount of insurance proceeds (or the amount of the equivalent protection if the Property is self insured by MDFB, as described in Section 9.1(a), above) available for said repairs or reconstruction.

9.2. Public Liability Insurance.

(a) MDFB, its successors and assigns, will insure (or, if self insured, provide for equivalent protection) or shall cause any tenant of the Property to provide general accident and public liability insurance (including, but not limited to, coverage for all losses whatsoever arising from the ownership, maintenance, operation, or use of any automobile, truck or other motor vehicle), under which MDFB, NPS, the Developer, and the Financial Parties, as their respective interests may appear, shall be named as additional insureds, properly protecting and indemnifying MDFB, NPS, the Developer, and the Financial Parties, as their respective interests may appear, in an amount not less than \$2,000,000 for bodily injury (including death) in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$100,000, said deductible limit to be

adjusted annually at the same rate as adjustments in the CPI), and not less than \$2,000,000 for property damage in any one occurrence (subject to reasonable loss deductible clauses not to exceed \$100,000, said deductible limit to be increased annually at the same rate as increases in the CPI). The policies of said insurance shall contain a provision that the issuer may not cancel such insurance thereof without at least thirty (30) days' advance written notice to MDFB, NPS, the Developer, and the Financial Parties. Such policies, or copies or certificates thereof, shall be furnished to MDFB, NPS and the Financial Parties. So long as the Master Lease is in effect, the Developer shall have the right to select the provider of said liability insurance, which provider shall be licensed and authorized to do business in the State of Missouri and hold a "BEST" Rating of "A-", or greater.

(b) In the event of a public liability occurrence, the net proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

ARTICLE X

DISPUTE RESOLUTION

10.1. In the event of a dispute between various parties to this Agreement and/or their respective successors and assigns, not otherwise initiated under Section 7.5, above, that cannot be resolved by said parties, either the SHPO or the Developer shall forward all documentation relevant to the dispute to ACHP. Upon receipt of the documentation, to be confirmed by the SHPO or the Developer, as the case may be, in the same manner as the Receipt Confirmation, ACHP will either:

(a) Provide the SHPO and the Developer with written recommendations within fifteen (15) days of Receipt Confirmation, which the SHPO and the Developer will take into account in attempting to resolve the dispute; or

(b) Notify the SHPO and the Developer within said fifteen (15) day period that ACHP will comment pursuant to 36 C.F.R. § 800.7(c), and proceed to comment within thirty (30) days of Receipt Confirmation. The SHPO and the Developer shall take into account any ACHP comment provided in response to such a request in accordance with 36 C.F.R. § 800.7(c)(4) with reference to the subject of the dispute.

10.2. Following receipt of ACHP's comments as provided in Section 10.1, above, ACHP will thereafter discuss the recommendations with the disputing parties to determine whether they might resolve the dispute among themselves. The parties will use best efforts to resolve the dispute within fifteen (15) days of receipt of ACHP's comments. In the event that ACHP and the disputing parties cannot agree on the written recommendations provided in accordance with Section 10.1, above, then, in such event, MDFB, its successors and assigns, shall have the right to make its own final determination and to proceed in accordance therewith. Notwithstanding the foregoing, NPS has the final administrative authority to determine whether the final determination of MDFB, its successors and assigns, represents a material breach of the reverter covenant described in the Quitclaim Deed transferring the Property from the United States to MDFB, its successors and assigns. During the pendency of the dispute, the Developer shall be required to carry out any and all other actions under this Agreement, but the Developer shall not be required to incur additional and unbudgeted costs directly attributable to the subject matter of the dispute, and any time period requirements for the Developer or any other party to perform under the

terms of this Agreement relating to the subject matter of the dispute shall be extended for each day in which the dispute remains unresolved.

ARTICLE XI

SITE SPECIFIC ARTWORK

11.1 The Property contains the Sculptures, which are site-specific artwork.

11.2 The Sculptures shall be considered as part of the historic fabric of the Building and will be preserved and maintained in accordance with the guidelines and standards set forth in the American Institute for the Conservation of Historic and Artistic Works and the recommended approaches set forth in the Secretary's Standards.

(a) The 1882 original "Peace and Vigilance" sculpture group will remain in the interior of the Building in its present atrium mall level location. It will be accompanied by an interpretive plaque provided by GSA, the design, size and location of which to be approved in advance by the Developer to ensure that it is compatible and complementary to the Building renovations that are a part of the Redevelopment Plan.

(b) The replica of "Peace and Vigilance" will remain affixed to the dome of the Building's exterior in its present location.

(c) The casting molds used in making said "Peace and Vigilance" replica will be stored within the Building or at an alternate location approved by GSA.

(d) The original 1987 "Birthplace" sculpture will remain in the interior of the Building in its present mid level location west of the atrium. It will be accompanied by an interpretive plaque provided by GSA, the design, size and location of which to be approved in advance by the Developer to ensure that it is compatible and complementary to the Building renovations that are a part of the Redevelopment Plan.

ARTICLE XII

MISCELLANEOUS

12.1. This Agreement is binding on and enforceable by the parties to this Agreement, and/or their respective successors and assigns.

12.2. Any notice or other communication under this Agreement required or permitted to be given by the parties shall be sufficiently given or delivered if dispatched by United States Express Mail, or by certified mail, return receipt requested, or by overnight delivery service with confirmed receipt, addressed as follows:

In the case of a notice or communication to GSA:

U.S. General Services Administration
1500 East Bannister Road
Kansas City, Missouri 64131
Attn: Regional Historic Preservation Officer

With a copy to:

U.S. General Services Administration
1500 East Bannister Road
Kansas City, Missouri 64131
Attn: Regional Counsel

In the case of a notice or communication to the SHPO:

Missouri State Historic Preservation Office
Department of Natural Resources
P. O. Box 176
Jefferson City, Missouri 65102

In the case of a notice or communication to ACHP:

Advisory Council on Historic Preservation
The Old Post Office Building,
1100 Pennsylvania Avenue, NW
Washington, D.C. 20004-2501
Attn: Executive Director

With a copy to:

Advisory Council on Historic Preservation
The Old Post Office Building,
1100 Pennsylvania Avenue, NW
Washington, D.C. 20004-2501
Attn: Director, Office of Federal Agency Programs

In the case of a notice or communication to NPS regarding Section 106 compliance or the Historic Monuments Program, or to contact the regional NPS NHL program office:

Prior to June 1, 2004:
National Park Service
1709 Jackson Street
Omaha, Nebraska 68102
Attn.: Cultural Resources Division

On or after June 1, 2004:
National Park Service

535 Riverfront Drive
Omaha, Nebraska 68102
Attn: Cultural Resources Division

In the case of a notice or communication to NPS, Division of Technical Preservation Services:

National Park Service
Technical Preservation Services
1201 Eye Street, NW (MS:2255)
Washington, D.C. 20005

In the case of a notice or communication to the Developer:

St. Louis' U.S. Custom House and Post Office Building
Associates, L.P.
c/o The DESCO Group
8040 Forsyth Boulevard,
St. Louis, Missouri 63105
Attn: Mark J. Schnuck, President

With a copy to:

Orion 2002, LLC
c/o DFC Group, Inc.
7777 Bonhomme Avenue, Suite 1210
St. Louis, Missouri 63105
Attn: Steven J. Stogel, President

In the case of a notice or communication to MDFB:

Missouri Development Finance Board
Harry S. Truman State Office Building
301 West High Street, Room 680
Post Office Box 567
Jefferson City, Missouri 65102
Attn: Executive Director

With a copy to:

Gilmore & Bell, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108
Attn: David Queen, Esq.

or sent to such other address as any party may furnish to the other parties by notice in accordance with this provision. For the convenience of the parties, copies of notices may also be given by facsimile or electronic transfer, but a party may not give official or binding notice by facsimile.

12.3. This Agreement may be amended or modified only by a written instrument executed by all of the parties to this Agreement, and/or their respective successors and assigns. If any such written instrument is executed prior to the date this Agreement is filed in the public records of the City of St. Louis, the same shall be filed in said public records concurrently with the filing of this Agreement. If any such written instrument is executed after the date this Agreement is filed in the public records of the City of St. Louis, the same shall be filed in the public records of the City of St. Louis and shall relate back to the original filing date of the Quitclaim Deed.

12.4. If a party to this Agreement, and/or its respective successors and assigns, determines that it cannot fulfill the terms of this Agreement, or otherwise deems it necessary to seek an amendment or termination, it will notify the other parties to this Agreement and request consultation concerning the terms of any amendment/termination in accordance with 36 C.F.R. § 800.6(c)(7) and 36 C.F.R. § 800.6(c)(8); provided, however, that termination of this Agreement will require the written notice to all the parties to this Agreement, and/or their respective successors and assigns. Upon any such termination, GSA shall either execute an agreement in accordance with 36 C.F.R. § 800.6 or request comments from ACHP in accordance with 36 C.F.R. Part 800.

12.5. The parties to this Agreement acknowledge and agree that the obligations of all parties are contingent upon GSA's delivery and MDFB's acceptance of the Quitclaim Deed. The parties further understand, and MDFB agrees, that it will not accept the Quitclaim Deed until: (a) the Developer has given written notice to MDFB that it has irrevocably received cash or financing commitments from all financing sources necessary for the Developer to commence and complete construction of the Project, (b) the Developer has given written notice to the contractor selected by the Developer to commence work on the Project, (c) GSA, ACHP and NPS have reviewed and approved in writing the terms and conditions of the Master Lease, the Quitclaim Deed and the agreement between the Developer and DESCO for property management services, and (d) MDFB and the Developer have executed and delivered the Master Lease. All of these items are expected to occur simultaneously or contemporaneously with the acceptance by MDFB of the Quitclaim Deed. In the event the Quitclaim Deed is not accepted on or before July 1, 2004, then any party to this Agreement may, by written notice in accordance with Section 12.2, above, terminate this Agreement, in which event this Agreement shall automatically terminate and no party to this Agreement shall have liability or obligation of any kind to any other party to this Agreement, except that GSA shall either execute an agreement in accordance with 36 C.F.R. § 800.6 or request comments from ACHP in accordance with 36 C.F.R. Part 800.

12.6. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original, and which together will constitute one and the same instrument.

12.7. If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the foregoing, in the event that any applicable Federal or State law prevents or precludes compliance with any material term of this Agreement, the parties shall promptly modify or amend this Agreement, or any portion of this Agreement, to the extent necessary to comply with such provisions in a

manner that preserves to the greatest extent possible the benefits to each of the parties to this Agreement before such conflict with Federal or State law.

12.8. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement. A performance date that falls on a Saturday, Sunday or national holiday is deemed extended to the next working day.

12.9. The term "parties" or "parties to this Agreement" or "party to this Agreement" shall not include the Concurring Parties, whose signatures are affixed on a separate signature page to this Agreement.

12.10. Approvals or consents on the part of the Developer shall be effective only if given jointly in writing by Mark J. Schnuck and Steven J. Stogel, or their successors or assigns.

12.11. The parties to this Agreement covenant and agree that the rights of the GSA, established and granted under the Quitclaim Deed and all other terms and conditions of the Quitclaim Deed, shall be superior to any and all liens, encumbrances, mortgages, or other agreements affecting title to the Property or any portion thereof, including, but not limited to, all mortgages and deeds of trust against the Property or any portion thereof, not of record as of the effective date of this Agreement.

12.12. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the signatories hereto. The actions contemplated herein and the compliance by the parties with the terms of this Agreement do not conflict with or result in breach of any of the terms or provisions of, or constitute default under any agreement, arrangement, understanding, accord, document or instrument by which the parties are bound. Each party represents unto the other that every other party can rely on the terms, conditions and covenants of this Agreement and the exhibits hereto.

12.13. No member, director, officer, agent, employee, representative, or consultant of MDFB shall be personally or otherwise in any way liable to any party to this Agreement in the event of any default, breach or failure of performance by MDFB or any other party or person under the terms and conditions of this Agreement; provided, however, that this release of liability shall not apply to any claim against an individual member, director, officer, agent, employee, representative, or consultant of MDFB that is based upon civil or criminal fraud committed by such individual member, director, officer, agent, employee, representative, or consultant.

12.14. Nothing in this Agreement shall constitute approval or denial of certification by NPS under the Federal Preservation Tax Credit Program pursuant to 36 C.F.R. Part 67 or otherwise affect any related decisions of NPS in this regard. Decisions regarding such certifications may be issued only by NPS, Division of Technical Preservation Services, and only in accordance with 36 C.F.R. Part 67.

12.15. The parties acknowledge that the Quitclaim Deed, this Agreement, the PPU, and the Master Lease shall be filed as a package in the real estate records office of the City of St. Louis, Missouri. The parties further understand, covenant and agree that the filing order and contractual priority of said documents shall be as follows: (a) the Quitclaim Deed, (b) this Agreement, (c) the PPU, and (d) the Master Lease.

12.16. This Agreement shall become effective upon its execution by all of the parties to this Agreement.

MISSOURI STATE HISTORIC PRESERVATION
OFFICE

By:

Sara Parker

Sara Parker

Deputy State Historic Preservation Officer

Date:

Aug. 27, 2003

STATE OF MISSOURI)

) SS.
COUNTY OF COLE)

BEFORE ME, a Notary Public in and for the State of Missouri, on this day personally appeared SARA PARKER, known to me to be the person whose name is subscribed to the foregoing Programmatic Agreement, and known to me to be the Deputy State Historic Preservation Officer of the MISSOURI STATE HISTORIC PRESERVATION OFFICE, and acknowledged to me that she executed the same as the voluntary act of the MISSOURI STATE HISTORIC PRESERVATION OFFICE for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at said county and state this 27th day
of August, 2003.

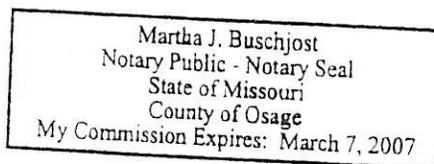
Martha J. Buschjost

Notary Public, State of MISSOURI

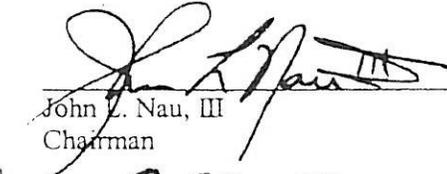
[seal]

My Commission expires:

3-7-07



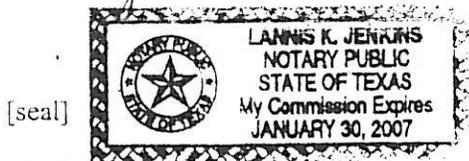
ADVISORY COUNCIL ON HISTORIC
PRESERVATION

By: 
John L. Nau, III
Chairman
Date: 8-22-03

County OF Harris
State OF Texas) SS.

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared JOHN L. NAU, III, known to me to be the person whose name is subscribed to the foregoing Programmatic Agreement, and known to me to be the Chairman of the ADVISORY COUNCIL ON HISTORIC PRESERVATION, and acknowledged to me that he executed the same as the voluntary act of the ADVISORY COUNCIL ON HISTORIC PRESERVATION for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at said district this 22nd day of August, 2003.



Lannis K. Jenkins
Notary Public, State of Texas

My Commission expires:

January 30, 2007

MISSOURI DEVELOPMENT FINANCE BOARD

By: *RV Miserez*
Robert V. Miserez
Executive Director

Date: 8/27/03

STATE OF MISSOURI)
) SS.
COUNTY OF COLE)

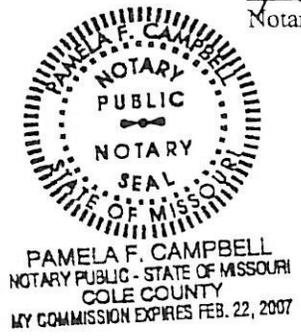
BEFORE ME, a Notary Public in and for the State of Missouri, on this day personally appeared ROBERT V. MISEREZ, known to me to be the person whose name is subscribed to the foregoing Programmatic Agreement, and known to me to be the Senior Director of the MISSOURI DEVELOPMENT FINANCE BOARD, a body corporate and politic of the State of Missouri, and acknowledged to me that he executed the same as the voluntary act of the MISSOURI DEVELOPMENT FINANCE BOARD for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at said county and state this 27th day of August, 2003.

Pamela J. Campbell
Notary Public, State of MISSOURI

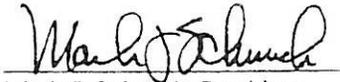
[seal]

My Commission expires:
2-22-2007



ST. LOUIS' U.S. CUSTOM HOUSE AND POST OFFICE
BUILDING ASSOCIATES, L.P.,
a Missouri limited partnership

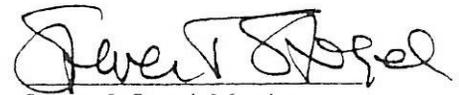
By: Old Post Office Developers, LLC, General Partner
By: TDG Old Post Office, LLC, Member
By: The DESCO Group, Inc., Manager

By: 
Mark J. Schnuck, President

Date: 8/25/03

and

By: ORION 2002, LLC, Member

By: 
Steven J. Stogel, Member

Date: 8/27/03

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

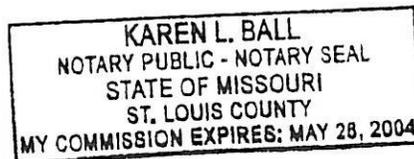
BEFORE ME, a Notary Public in and for the State of Missouri, on this day personally appeared MARK J. SCHNUCK, known to me to be the person whose name is subscribed to the foregoing Programmatic Agreement, and known to me to be the President of The DESCO Group, Inc., a Missouri corporation, which entity is the manager of TDG Old Post Office, LLC, a Missouri limited liability company, which entity is a Member of Old Post Office Developers, LLC, a Missouri limited liability company, which entity is the General Partner of St. Louis' U.S. Custom House and Post Office Building Associates, L.P., a Missouri limited partnership, and acknowledged to me that he executed the same as the voluntary act of ST. LOUIS' U.S. CUSTOM HOUSE AND POST OFFICE BUILDING ASSOCIATES, L.P. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at said county and state this 25th day of August, 2003.

Karen L. Ball
Notary Public, State of MISSOURI

[seal]
My Commission expires:

5/28/04



STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

BEFORE ME, a Notary Public in and for the State of Missouri, on this day personally appeared STEVEN J. STOGEL, known to me to be the person whose name is subscribed to the foregoing Programmatic Agreement, and known to me to be a Member of ORION 2002, LLC, a Missouri limited liability company, which entity is a Member of Old Post Office Developers, LLC, a Missouri limited liability company, which entity is the General Partner of St. Louis' U.S. Custom House and Post Office Building Associates, L.P., a Missouri limited partnership, and acknowledged to me that he executed the same as the voluntary act of ST. LOUIS' U.S. CUSTOM HOUSE AND POST OFFICE BUILDING ASSOCIATES, L.P. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at said county and state this 25th day of August, 2003.

Cheryl Bittle
Notary Public, State of MISSOURI

[seal]

My Commission expires:

7/13/2006



CONCURRING PARTIES

The following Concurring Parties have reviewed the above described Programmatic Agreement entered into by the above described primary subscribing parties and hereby certify that each of the Concurring Parties described below fully concur with the terms of the above described Programmatic Agreement as evidenced by their respective signatures below.

CITY OF ST. LOUIS, MISSOURI

By: Francis G. Slay
Francis G. Slay, Mayor

Date: 8-27-03

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

BEFORE ME, a Notary Public in and for the State of Missouri, on this day personally appeared FRANCIS G. SLAY, known to me to be the person whose name is subscribed to the foregoing Programmatic Agreement, and known to me to be the Mayor of the CITY OF STL. LOUIS, MISSOURI, a public body corporate and politic of the State of Missouri, and acknowledged to me that he executed the same as the voluntary act of the CITY OF ST. LOUIS, MISSOURI for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at said city and state this 27th day of August, 2003.

Marsha A. Veal
Notary Public, State of MISSOURI

[seal]

My Commission expires:

2/24/06

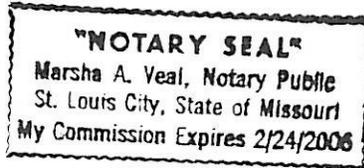


EXHIBIT A

Legal Description of the Real Property

All of Block 193 of the City of St. Louis, bounded on the North by Locust Street, on the East by Eighth Street, on the South by Olive Street, and on the West by Ninth Street.



EXHIBIT B

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240

IN REPLY REFER TO:

H30(2255)

August 7, 2003

Mr. Mark J. Schnuck
Mr. Steven J. Stogel
St. Louis, U.S. Custom House & Post Office Building Assoc., LP.
7777 Bonhomme, Suite 1210
St. Louis, MO 63105

PROPERTY: U.S. Custom House & Post Office, 815 Olive Street, St. Louis, MO
PROJECT NUMBER: (7167)
TAXPAYER ID NUMBER: 43-1939244

Dear Mr. Schnuck & Mr. Stogel:

The National Park Service received your Historic Preservation Certification Application - Part 2, from the Missouri State Historic Preservation Office on June 11, 2003. The application describes the rehabilitation U.S. Custom House and Post Office. Built between 1873 and 1884, this monumental structure was designated a National Historic Landmark on December 30, 1970. The proposed rehabilitation of this building will return this vacant building to use as offices, courtrooms, classrooms, and commercial space.

We have reviewed the application according to procedures established in Department of the Interior regulations, 36 CFR Part 67 and following the criteria of the Secretary of the Interior's Standards for Rehabilitation. We have determined that the proposed rehabilitation described in the submitted documentation will meet the Secretary's Standards provided that the following conditions are met:

Cleaning of exterior masonry must be accomplished using the gentlest means possible without damaging the surface of the masonry. Specifications and test cleaning samples should be reviewed and approved by the State Historic Preservation Office before proceeding with this work. Good quality overall and close-up color photographs of the masonry before and after cleaning and pointing must be submitted with the Request for Certification of Completed Work.

New low-E glazing for the windows must not be appreciably tinted or more reflective than plain glass. We recommend that comparative samples be made available reviewed by the SHPO before proceeding with the work.

Awnings where used must be fabric of a traditional shape and form that is consistent with the historic character of the building.

Framing for new glazed partitions proposed for corridor locations must be unobtrusive and have a design and finish that is compatible with the historic character of the space. We recommend that design and finish of the partitions be submitted for review before proceeding with installation.

New exterior accent and uplighting proposed for installation on the building must be small, unobtrusive, and similar in color to the building where it is visible. We recommend that design and location of fixtures be submitted for review before proceeding with installation.

The existing mezzanine may be left in place on the mall level or new mezzanines may be constructed where they can be documented as reinstating historic features as they once existed. Additional mezzanine area may not be constructed unless it can be done without diminishing the historic character of the building, and that possibility is not assured by the former presence of catwalks within the space. Details of any proposed mezzanine including size, location and design should be submitted as an amendment before proceeding with this work.

Material submitted for conformance with these conditions should be submitted to this office through the State Historic Preservation Office. This office will review any additional material relating to these conditions as soon as it is made available.

This letter is a preliminary determination, since a final "certification of rehabilitation" can be issued only to the owner or qualified lessee of a "certified historic structure" after the rehabilitation work is completed. To request certification upon completion of the project, a Request for Certification of Completed Work (the third part of the application), interior and exterior photographs of the completed work, and documentation of fulfillment of the above conditions should be returned to this office through the State Historic Preservation Office. An onsite inspection of the completed work by an authorized representative of the Secretary of the Interior may be undertaken prior to issuance of the final certification of rehabilitation.

This decision is based on the project as described in Part 2 of the certification application and does not extend to work on this building for which details have not been submitted. In the event of any discrepancy between the application form and other material submitted with it (such as drawings, specifications, or supplementary reports), the application form shall take precedence. Any substantive change in the work as described in the application should be brought to our attention in writing prior to execution to ensure continued conformance to the Standards. Review for certification purposes covers all work on the property as defined in the boundary description of the National Historic Landmark nomination of the U.S. Custom House and Post Office, and only work on this property so defined.

As a National Historic Landmark, the Custom House is individually listed in the National Register of Historic Places, and, therefore, is automatically a "certified historic structure" as defined in Department of the Interior regulations for purposes of the Federal tax incentives for historic preservation [36 CFR 67.2 and 67.4(d)]. The building has stood for over one hundred years as an individual building on its own site; it is not connected physically to another building. Nor is it functionally related historically to another structure. The buildings around the Custom House such as the Century Building, the Syndicate Trust Building and the Paul Brown Building, historically privately owned buildings with a variety of commercial tenants, have no relationship with the Custom House, a historically federal building housing governmental functions. Historically, these surrounding commercial buildings were not required by the Custom House to accomplish the Custom House's functions, and are therefore discrete buildings. Consequently, work that is proceeding concurrently on other buildings near the Custom House is not considered in the certification decision of the rehabilitation of this separate "certified historic structure." Department of the Interior regulations make this very clear: "For rehabilitation projects where there is no historic functional relationship among the structures, the certification decision will be made for each separate certified historic structure regardless of how they are grouped for ownership or development purposes" [36 CFR 67.6(b)(4)].

The same regulations do make one exception to this general policy, however, and that involves the demolition of one "certified historic structure" to expand another undergoing rehabilitation: "In projects where there is no historic functional relationship among the structures being rehabilitated, related new construction which physically expands one certified historic structure undergoing rehabilitation and, therefore, directly causes the demolition of an adjacent structure will generally result in denial of certification..." [36 CFR 67.6(b)(5)]. In this case, however, the Custom House and Post Office is not being physically expanded by new construction. Consequently, work that may be undertaken on other buildings nearby is not properly considered by the National Park Service to be a constituent part of certification decision of the rehabilitation of the Custom House and Post Office. In accordance with the program regulations, therefore, the National Park Service decision as to whether the completed rehabilitation of the Custom House and Post Office maintains the "historic character" of the building and therefore meets the minimum statutory

test for certification will be based solely on whether the completed rehabilitation of the one certified historic structure, the Custom House and Post Office, meets the Secretary of the Interior's Standards for Rehabilitation.

If you have any questions, please call the State Historic Preservation Office or John Sandor at (202) 354-2030.

Sincerely,



Sharon C. Park, AIA, Chief
Technical Preservation Services Branch

Enclosure

cc: MO SHPO
Gwen Knight, 8040 Forsyth Boulevard, St. Louis, MO 63105
IRS

EXHIBIT C

[LIST OF FULL CONCEPTUAL PLANS]

PROPERTY

Full Conceptual Plans- 07/20/01

A0.0	Cover Sheet
A0.1	General and Keyed Notes
C1.0	Existing Site Survey
A1.0	Proposed Architectural Site Plan
D2.0-b	Moat Level Base Bldg. Demolition Plan
D2.0-w	Moat Level Webster U. Demolition Plan
D2.1-b	Mid Level Base Bldg. Demolition Plan
D2.1-w	Mid Level Webster U. Demolition Plan
D2.2-b	Mall Level Base Bldg. Demolition Plan
D2.2-w	Mall Level Webster U. Demolition Plan
D2.3-b	2 nd Floor Base Bldg. Demolition Plan
D2.4-b	3 rd Floor Base Bldg. Demolition Plan
D2.5-b	4 th Floor Base Bldg. Demolition Plan
D2.7-b	Roof Base Bldg. Demolition Plan
A2.0-b	Moat Level Base Bldg. Proposed Plan
A2.0-w	Moat Level Webster U. Proposed Plan
A2.1-b	Mid Level Base Bldg. Proposed Plan
A2.1-w	Mid Level Webster U. Proposed Plan
A2.2-b	Mall Level Base Bldg. Proposed Plan
A2.2-w	Mall Level Webster U. Proposed Plan
A2.3-b	2 nd Floor Base Bldg. Proposed Plan
A2.4-b	3 rd Floor Base Bldg. Proposed Plan
A2.5-b	4 th Floor Base Bldg. Proposed Plan
A2.7-b	Roof Level Base Bldg. Proposed Plan
A3.0	Proposed South Elevation
A3.1	Proposed West Elevation
A3.2	Proposed North Elevation
A3.3	Proposed East Elevation
A3.4	Proposed Section Looking North
A3.5	Proposed Section Looking East
A7.1	Masonry Repair Keyplan
A7.2	Masonry Repair Details
A7.3	Masonry Repair Details
A7.4	Masonry Repair Details
A7.5	Masonry Repair Stair Elevations
A7.6	Masonry Repair Details

Sh. #4 of 591994 Existing 2nd Floor Ceiling Plan
Sh. #5 of 591994 Existing 3rd Floor Ceiling Plan
Sh. #6 of 591994 Existing 4th Floor Ceiling Plan

H2.1 HVAC Moat Floor Plan
H2.2 HVAC Mid Floor Plan
H2.3 HVAC Mall Floor Plan
H2.4 HVAC 2nd Floor Plan
H2.7 HVAC Attic Floor Plan

E1 Moat Electrical Demolition Plan
E2 Moat Electrical New Work Plan
E3 Mid Electrical Demolition Plan
E4 Mid Electrical New Work Plan
E5 Mall Electrical Demolition Plan
E6 Mall Electrical New Work Plan
E7 Second Electrical Demolition Plan
E8 Second Electrical New Work Plan
E9 Attic Electrical New Work Plan
E10 One Line Diagram

Project Manual- Full Conceptual Set (July 20, 2001)

Additions/ Addendums

A2.4-c Courts- 3rd Floor Proposed Plan (9/25/01)
A2.5-c Courts- 4th Floor Proposed Plan (9/25/01)
Trivers Associates Letter dated May 9, 2002 with the following plans:
1 OPO- Previously Submitted Partial Mall Plan (10/9/01)
2 OPO- Partial Mall Plan (10/9/01)
3 OPO- Partial Mall Plan @ New Tenant Restrooms (10/9/01)
4 Partial Site Plan @ Old Post Office West Entrance (10/9/01)

NINTH STREET GARAGE

Preliminary Pricing Set (6/08/01)

A0.0 Cover Sheet
A0.1 General and Keyed notes
A2.1 Proposed First Level Floor Plan
A2.2 Proposed Second Level Floor Plan
A2.3 Proposed Typical Odd Floor Plan
A2.4 Proposed Typical Even Floor Plan
A3.1 Proposed East Elevation
A3.2 Proposed South Elevation
A3.3 Proposed North Elevation

EXHIBIT D-1

[LIST OF "SPECIAL HISTORIC FEATURES"]
(significant original spaces, materials, and design, in the Level 1 Zones)

Level 1- Exterior Facade

- Granite
- Wood windows
- Wood doors

Level 1- Dome

- Slate roofing

Level 1- Olive Street Entrance Lobby

- Wood transom, frames and sash
- Decorative plaster work
- Original woodwork
- Original cast ironwork
- Original flooring
- Original hardware
- Original mail boxes

Level 1- 3rd Floor Courtrooms

- Decorative plaster work
- Original woodwork
- Original cast ironwork
- Doors and frames
- Original flooring
- Original hardware

EXHIBIT D-2

“HISTORIC FEATURES”

1. The Special Historic Features listed on Exhibit D-1
2. Historic elements of Level 1 Zones not specifically listed on Exhibit D-1 as Special Historic Features
3. Corridors in public spaces of Level 2 Zones as depicted in the Building Preservation Plan.
4. East and west main stairways and adjoining walls, railings and other historic elements within said stairways.

EXHIBIT E

PRELIMINARY CONCEPTUAL PLANS

That certain letter dated January 15, 2001, addressed to Mr. William B. Boos of the GSA from Trivers Associates with the following attached drawings:

Conceptual Design Submittal – 01/15/2001 – Drawing List

A0.0	Cover Sheet
Ex 1.0	Existing Site Survey
A1.0	Proposed Architectural Site Plan
D2.0	Moat Level Selective Demolition Plan
D2.1	Mid Level Selective Demolition Plan
D2.2	Mall level Selective Demolition Plan
D2.3	2 nd Floor Selective Demolition Plan
D2.4	3 rd Floor Selective Demolition Plan
D2.5	4 th Floor Selective Demolition Plan
A2.0-1	Proposed Moat Level Plan (Alternative #1)
A2.0-2	Proposed Moat Level Plan (Alternative #2)
A2.0-3	Proposed Moat Level Plan (Alternative #3)
A2.1	Proposed Mid Level Plan
A2.2-1	Proposed Mall Level Plan (Alternative #1)
A2.2-2	Proposed Mall Level Plan (Alternative #2)
A2.2-3	Proposed Mall Level Plan (Alternative #3)
A2.3	Proposed 2 nd Floor Plan
A2.4	Proposed 3 rd Floor Plan
A2.5	Proposed 4 th Floor Plan
A3.0	Proposed South Elevation
A3.1	Proposed West Elevation
A3.2	Proposed North Elevation
A3.3	Proposed East Elevation
Ex3.4	Existing Section Looking North
Ex3.5	Existing Section Looking East

EXHIBIT F

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Bob Holden, Governor • Stephen M. Mahfood, Director

www.dnr.state.mo.us

October 3, 2002

Mr. Mark J. Schnuck
Mr. Steven J. Stogel
Ms. Gwen Knight
Old Post Office Developers, LLC
c/o The DESCO Group
8040 Forsyth Blvd.
St. Louis, Missouri 63105

Mr. Robert V. Miserez
Executive Director
Missouri Development Finance Board
301 West High Street, Room 680
Jefferson City, MO 65102

Mr. Bradley M. Scott
Regional Administrator
U.S. General Services Administration
1500 E. Bannister Road
Room 1137
Kansas City, Missouri

Re: Century Building, Old Post Office and Ninth Street Garage Development, St. Louis,
Missouri (GSA)

Gentlemen and Ms. Knight:

Thank you for consulting with us pursuant to Section 106 of the National Historic Preservation Act and 36 CFR 800, the implementing regulations of the Advisory Council on Historic Preservation, on the proposed demolition of the Century Building as part of the Old Post Office and Ninth Street Garage developments.

Although the National Park Service has declined to require HABS level documentation because of the extent of interior alteration to the Century building, we believe that documentation for archiving at the state and local level is very important. We therefore concur with your recommendation to provide documentation similar to the Level II HABS/HAER Standards, as follows:

1. Copy existing drawings- includes copying the original set of drawings (approximately 19 sheets) and the 1913 renovation drawings (approximately 23 sheets) on sheets of reproducible mylar, per HABS standards.
2. Copy historical photographs- copy any historical photographs that can be located in 8" x 10" format, per HABS standards.

Integrity and excellence in all we do



3. Photograph existing conditions- includes photographing the exterior of the building per HABS standards (i.e. large format negatives, fiber based prints, captioning, etc.). No interior photographs will be required.
4. Research and documentation- Local research and review by the Historical Architect (Trivers Associates) for the purpose of completing a written narrative of the building, per HABS standards.

This documentation will be provided in duplicate, with one copy forwarded to the State Historic Preservation Office for inclusion in the Missouri Cultural Resource Inventory and the other archived for the public's use at a local library, such as the Missouri Historical Society.

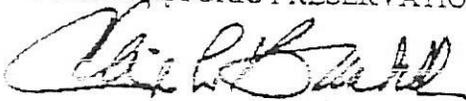
We look forward to execution of the Programmatic Agreement (PA) for the Old Post Office and Ninth Street Garage Development project. Signature of the PA will evidence your compliance with Section 106 of the National Historic Preservation Act and 36 CR 800 and allow the project to move forward as planned.

With the exception of the above requirements, there are no other requirements or actions that will be imposed by the SHPO prior to the demolition of the Century Building.

If you have further questions, please contact me at State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102 or (573)751-7860.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE



Claire F. Blackwell
Director and Deputy State
Historic Preservation Officer

c: Ms. Caroline Alderson
Mr. William B. Boos
Mr. Ralston Cox
Ms. Rachel Franklin-Weekley
Ms. Barbara A. Geisman
Mr. Michael J. Goelzner
Mr. Steve Mahfood

EXHIBIT G



United States Department of the Interior

NATIONAL PARK SERVICE

MIDWEST REGION

1709 JACKSON STREET

OMAHA, NEBRASKA 68102-2571

IN REPLY REFER TO:

H40 (MWR/CRSP-CR)

SEP 10 2002

Michael J. Goellner
The DESCO Group
8040 Forsyth Boulevard
St. Louis, Missouri 63105

Dear Mr. Goellner:

Thank you for providing information about the Century building in your request for a determination about its proposed documentation for the Historic American Buildings Survey (HABS). This property, located in St. Louis, Missouri, will be negatively affected by the anticipated rehabilitation of the U.S. Customhouse and Post Office National Historic Landmark (NHL). While it is unfortunate that this building will be replaced with a parking facility that will serve the Old Post Office building, the National Park Service (NPS) will not require documentation of the Century building prior to its demolition. This historic building has been deemed eligible for inclusion on the National Register of Historic Places and a nomination has been prepared, but it does not possess national significance, nor does it represent an unusual property type. In 1997, the NPS revised its policy on the acceptance of mitigation documentation for the HABS and Historic American Engineering Record (HAER). We no longer accept documentation of properties that lack national or exceptional significance for inclusion in the HABS/HAER collections in the Library of Congress.

The NPS, therefore, will not require HABS documentation of the Century building. I have discussed our determination with Ms. Claire Blackwell, Deputy State Historic Preservation Office for the State of Missouri, key members of The DESCO Group, and the General Services Administration. Mitigation of this project still may require documentation of the Century building, but for inclusion in local and State repositories rather than in the Library of Congress.

I wish you and your colleagues all the best with the rehabilitation of the U.S. Customhouse and Post Office and adjacent properties included in this comprehensive preservation project. Please contact me if I can provide any additional assistance in your efforts.

Sincerely,

Rachel Franklin Weekley
Architectural Historian

cc:

Ms. Claire Blackwell
Deputy State Historic Preservation Officer
Historic Preservation Program
P.O. Box 175
Jefferson City, Missouri 65102

Mr. Ralston Cox
Advisory Council on Historic Preservation
Old Post Office Building
1100 Pennsylvania Avenue, NW., Room 309
Washington, D.C. 20004

Ms. Gwen Knight
The DESCO Group
8040 Forsyth Boulevard
St. Louis, Missouri 63105

Mr. William B. Boos
Deputy Director
Portfolio Management Division
1500 East Bannister Road
Kansas City, Missouri 64131