

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT <b>No. 1</b>	DATE <b>30 MAR. 2011</b>
<b>SUPPLEMENTAL LEASE AGREEMENT</b>		TO LEASE NO. <b>GS-03B-11325</b>
ADDRESS OF PREMISE Main Street Tower 300 East Main Street Norfolk, VA 23510-1753	PEGASYS DOCUMENT NO.	
THIS AGREEMENT, made and entered into this date by and between		
<b>BGK Main Street Tower Operating Associates, LP</b>		
whose address is 330 Garfield Street, Suite 200 Santa Fe, NM 87501-2612		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease to include additional space on the eleventh floor and reflect increases in rent, percent of occupancy, and tenant improvement allowance.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution</u> as follows:		
<b>A. Paragraph 1 of Standard Form 2 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:</b>		
"1. The Lessor hereby leases to the Government the following described premises:		
121,643 Rentable Square Feet (RSF) yielding approximately 105,776 ANSI/BOMA Office Area square feet (ABOA SF) of office and related space located on the 4 <sup>th</sup> through 11 <sup>th</sup> floors at Main Street Tower, 300 East Main Street, Norfolk, VA 23510-1753, together with twenty-five (25) reserved structured parking spaces to be used for such purposes as determined by the General Services Administration."		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<b>LESSOR: BGK Main Street Tower Operating Associates, LP</b>		
BY IN [Redacted Signature]	<b>Cheryl S. Willoughby</b> <b>Executive Vice President</b> <small>(Title)</small> <b>330 Garfield Street</b> <b>Santa Fe, NM 87501</b> <small>(Address)</small>	
BY [Redacted Signature]	<b>ACQUISITION DIVISION</b>  <b>Contracting Officer</b> <small>(Official Title)</small>	

SUPPLEMENTAL AGREEMENT: 1

TO LEASE NO. **GS-03B-11325**

**B. The second and fifth sentences, and the third paragraph of Paragraph 6B of the Standard Form 2 of the Lease are hereby deleted in their entirety and the following is substituted in lieu thereof:**

"The total amount of the commission is [REDACTED]...The Commission Credit is [REDACTED]...First Month's Rental Payment of [REDACTED] minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent."\*

**C. Paragraph 10 of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

"The total percentage of space occupied by the Government under the terms of the lease is equal to 65.07% of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 121,643 rentable square feet by the total building space of 186,933 rentable square feet."

**D. Paragraph 11 of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

"The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area Square Feet (ABOA SF) to determine the rentable square feet is 1.15 (121,643 RSF/105,776 ABOA SF)."

**E. Paragraph 14 of the Rider to the Lease is hereby amended by deleting the sections "Years 1 through 5" and "Years 6 through 10" in their entirety and substituting the following in lieu thereof:**

**"Years 1 through 5:**

**Total Annual Rent:** \$2,521,645.59 per year or \$210,137.13 per month

**Shell Rent:** \$1,384,297.34 per year or \$11.38 per RSF

**Amortized annual cost for Building Specific Security:** \$23,748.95 per year

**Amortized annual cost for Tenant Improvement Allowance\*:** \$490,787.14 per year

**Interest rate** at which Tenant Alterations and Building-Specific Security are amortized: six percent (6%)

**Annual Cost of Services:** \$622,812.16 per year or \$5.12 per RSF, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Parking:** Twenty-five (25) reserved structured parking spaces will be provided at no additional cost

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SUPPLEMENTAL AGREEMENT: 1

TO LEASE NO. **GS-03B-11325**

**Years 6 through 10:**

**Total Annual Rent:** \$2,250,395.50 per year or \$187,532.95 per month

**Shell Rent:** \$1,627,583.34 per year or \$13.38 per RSF

**Annual Cost of Services:** \$622,812.16 per year or \$5.12 per RSF, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Parking:** Twenty-five (25) reserved structured parking spaces will be provided at no additional cost"

**F. The first sentence after "Years 6 through 10" of the Rider to the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:**

"\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$2,115,520.00 or \$20.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the six percent (6%) amortization rate over the firm term of five (5) years."

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