

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 8/19/11
TO LEASE NO. GS-03B-11325		PDN:
ADDRESS OF PREMISE Main Street Tower 300 East Main Street Norfolk, VA 23510-1753		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p>BGK Main Street Tower Operating Associates, LP whose address is 330 Garfield Street, Suite 200 Santa Fe, NM 87501-2612</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to establish the lease term and annual rent for the 11th floor (yielding 11,449 RSF, approximately 9,956 ABOA SF) only. The annual rent and lease commencement date for floors 4-10 shall be established in a subsequent Supplemental Lease Agreement.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>August 19, 2011</u> as follows:</p> <p>A. Paragraphs 2, 3 and 4 of Standard Form 2 of the Lease are hereby amended by deleting the existing text in their entirety and substituting in lieu thereof the following:</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 19, 2011 through August 18, 2021, subject to termination and renewal rights as may hereinafter be set forth for the 11th floor."</p> <p>"3. For years 1 through 5, the Government shall pay the Lessor annual rent of \$396,364.82 (Annual shell rent: \$130,289.62; Annual operating cost base: \$58,818.88 plus accrued escalations; Annual amortized tenant improvements: \$205,221.08, Annual amortized building specific security: \$2,235.24) at the rate of \$33,030.40 per month in arrears.</p> <p>Page 1 of 2</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR: BGK Main Street Tower Operating Associates, LP</p>		
BY _____ IN _____ U _____ B _____	<p style="text-align: center;">COO (Title)</p> <p style="text-align: center;">330 GARFIELD STREET SANTA FE, N.M. 87501 (Address)</p> <p style="text-align: center;">State Acquisition Division</p> <p style="text-align: center;">Contracting Officer (Official Title)</p>	

For years 6 through 10, the Government shall pay the Lessor annual rent of \$211,806.60 (Annual shell rent: \$153,187.62; Annual operating cost base: \$58,618.88 plus accrued escalations; Annual amortized tenant improvements: \$0.00) at the rate of \$17,650.54 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks should be made payable to:
BGK Main Street Tower Operating Associates, LP
c/o Harvey Lindsay Commercial Real Estate
999 Waterside Drive
Norfolk, VA 23510-3300

"4. The Government may terminate this lease in whole or in part at any time after August 19, 2016 by giving at least sixty (60) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

B. Paragraph 14 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof:

Rental shall be paid in accordance with clauses 23 and 24 of the General Clauses, GSA Form 3517, entitled "Prompt Payment" and "Electronic Funds Transfer Payment," based on the following schedule:

Years 1-5: August 19, 2011 through August 18, 2016:	
Annual Shell:	\$130,269.62
Annual Cost of Services*:	\$58,618.88
Amortized annual cost for TI Allowance:	\$205,221.08
Amortized annual cost for Building Specific Security:	\$2,235.24
Gross Annual Rental Rate**:	\$396,364.82

Years 6-10: August 19, 2016 through August 18, 2021:	
Annual Shell:	\$153,187.62
Annual Cost of Services*:	\$58,618.88
Gross Annual Rental**:	\$211,806.60

*Annual Cost of Services is adjusted each year in accordance with Paragraph 3.5 of the Solicitation For Offers (SFO) entitled 'OPERATING COSTS (JUNE 1985).'

**Gross Annual Rental will change each year on the anniversary date of the lease as a result of the Cost of Services adjustment."

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

The parties agree that the actual amount of tenant improvements (TI) spent for construction on the 11th floor was \$884,597.95. The cost of the construction and installation of the tenant improvements to the leased premises above the base building shall include the following: the cost of all alterations outlined in the design intent drawings and construction drawings for the interior office space, the preparation of the construction drawings, all approved Change Orders, and construction administration. This amount will be amortized over the 5-year firm term period of the lease contract at an interest rate of 6%. The tenant improvement allowance will be fully paid at completion of Year 5 of the lease and shall be eliminated from the Gross Annual Rental for Years 6 through 10 of the lease.

The rental rate and lease commencement date for floors 4-10 shall be established in a subsequent Supplemental Lease Agreement.

All other terms and conditions of the lease shall remain in force and effect.