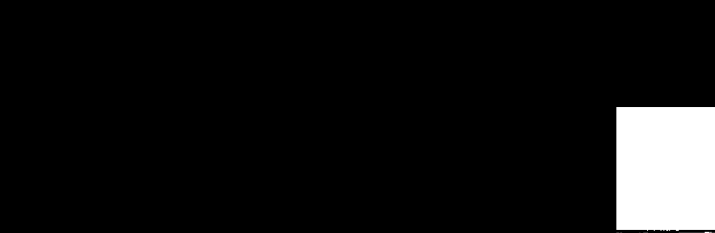



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT No. 3 TO LEASE NO. GS-03B-11325	DATE 16 Feb. 2012 PEGASYS DOCUMENT NUMBER N/A
ADDRESS OF PREMISE Main Street Tower 300 East Main Street Norfolk, Virginia 23510-1753		
THIS AGREEMENT, made and entered into this date by and between		
whose address is	BKG Main Street Tower Operating Associates, LP 330 Garfield Street, Suite 200 Santa Fe, New Mexico 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 with the following: 1) grant the Government temporary occupancy of third (3 rd) floor "as-is" swing space identified on Exhibit A (attached); 2) the Government shall, as part of its Tenant Improvement (TI) allowance, bear the full cost of the limited space build-out and restoration outlined in Exhibit B (attached); 3) the Lessor has elected to provide, at no expense to the Government, services, utilities and maintenance to the temporary swing space and forego rental payments or compensation of any kind; 4) upon vacating the temporary swing space, the Government shall remove the list of components stated below and leave the space in broom swept condition and; 5) at the end of the temporary occupancy, the Government and Lessor shall jointly walk-through the swing space and complete GSA Form 1142 <i>Release of Claims</i> (Exhibit C attached).		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon full execution of this SLA:		
A. As identified on Exhibit A, the Lessor grants the Government temporary occupancy of 6,277 rentable square feet (rsf) of third (3 rd) floor "as-is" swing space in Suite #340, at the above-referenced address of premise, until substantial completion of the last segment of the final Tenant Improvement (TI) phase on floors four (4) through ten (10).		
B. The Government shall, as part of its Tenant Improvement (TI) allowance, bear the full cost of \$50,235.90 for the limited build-out and limited restoration (only door and glass components) of the temporary swing space as outlined in Exhibit B.		
C. The Lessor has elected to provide, at no expense to the Government, services, utilities and maintenance to the temporary swing space. In addition, the Lessor has elected to forego rental payments or compensation of any for the Government's use of the temporary swing space. Therefore, the Government shall not incur, accrue or be subject to rental expenses or costs during the use of the temporary swing space.		
D. Upon vacating the temporary swing space, the Government shall remove all temporary furniture; all temporary electrical components; all temporary telecom/data components; all access/security control components and; leave the space in broom swept condition.		
E. Within three (3) business days of the Government vacating the temporary swing space, the Lessor and Government shall jointly perform a walk-through of the space and complete GSA Form 1142 <i>Release of Claims</i> (Exhibit C).		
All other terms and conditions of the lease shall remain in force and effect.		
	Coo _____ (Title) 300 Garfield Street Santa Fe, NM 87501 _____ (Address)	
	_____ on, South Branch Contracting Officer (Official Title)	