

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

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

ADDRESS OF PREMISES 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 BGK 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 to establish the lease term and lease commencement date for floors four (4) through ten (10) only (yielding 110,194 rentable square feet, 95,820 ANSI/BOMA (ABOA) square feet); re-state the total square footage under the lease and; establish new annual rents.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 8, 2012, as follows:

A. Paragraph 2 of Standard Form (SF) 2 of the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:

"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 floors four (4) through eleven (11)."

B. Per Supplemental Lease Agreement (SLA) #1, Section A, the Government leases a total of 121,643 rentable square feet, yielding 105,776 ANSI/BOMA Office Area (ABOA) square feet of office and related space on the four (4<sup>th</sup>) through eleventh (11<sup>th</sup>) floors at the above-referenced address of premises, together with twenty-five (25) reserved structured parking spaces.

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 below date.

FOR THE

Signature:

Name:

Title:

Entity Name:

Date:

Executive Vice President

BGK Main Street Tower Op. Assoc. LP

8/30/12

FOR THE GOVERNMENT:

Signature:

Name:

Title: STANLEY KUIE  
Lease Contracting Officer

GSA, Public Buildings Service, South Branch

Date:

6 September 2012

WITNE

Signature

Name:

Title:

Date:

8/31/12

Lessor

Government

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C. Paragraph 3 of Standard Form (SF) 2 of the Lease is hereby

"3. The Government shall pay the Lessor annual rent as follows:

From August 8, 2012 through August 18, 2016, a total annual rent of \$2,548,724.96 (calculated as: shell rent of \$1,384,297.34, plus operating costs of \$622,812.16 plus accrued escalations, plus Tenant Improvement (TI) amortization of \$517,866.49, plus amortization of Building Specific Amortized Capital (BSAC) of \$23,748.97), at the rate of \$212,393.74 per month in arrears.

From August 19, 2016 through August 8, 2017, a total annual rent of \$2,364,166.47 (calculated as: shell rent of \$1,407,195.29, plus operating costs of \$622,812.16 plus accrued escalations, plus Tenant Improvement (TI) amortization of \$312,645.37, plus amortization of Building Specific Amortized Capital (BSAC) of \$21,513.65), at the rate of \$197,013.87 per month in arrears.

From August 9, 2017 through August 18, 2021, a total annual rent of \$2,250,395.50 (calculated as: shell rent of \$1,627,583.34, plus operating costs of \$622,812.16 plus accrued escalations), at the rate of \$187,532.95 per month in arrears."

D. Paragraph 4 of Standard Form (SF) 2 to the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:

"4. The Government may terminate this lease in whole or in part at any time after August 19, 2017, 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."

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

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

**Rent effective August 8, 2012 through August 18, 2016:**

Annual shell rent:	\$1,384,297.34
Annual operating costs*:	\$622,812.16
Annual TI amort. costs:	\$517,866.49
<u>Annual BSAC amort. costs:</u>	<u>\$23,748.97</u>
Gross Annual Rental**	\$2,548,724.96

**Rent effective August 19, 2016 through August 8, 2017:**

Annual shell rent:	\$1,407,195.29
Annual operating costs*:	\$622,812.16
Annual TI amort. costs:	\$312,645.37
<u>Annual BSAC amort. costs:</u>	<u>\$21,513.65</u>
Gross Annual Rental**	\$2,364,166.47

**Rent effective August 9, 2017 through August 18, 2021:**

Annual shell rent:	\$1,627,583.34
<u>Annual operating costs*:</u>	<u>\$622,812.16</u>
Gross Annual Rental**	\$2,250,395.50

\*In accordance with Paragraph 4.3 "Operating Costs" of the Lease, operating costs are adjusted annually. The base year of 2011 will remain the same.

\*\*Gross Annual Rental will change annually on the anniversary date of the Lease as a result of the operating costs adjustment.

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

Lessor CW Government SK

F. Paragraph 16 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and substituting in lieu thereof the following:

"16. In accordance with Paragraph 4.6 "Overtime Usage" of the Lease, the additional cost to the Government for Overtime use of the Government's leased space is \$25.00 per hour per floor. The square footage for the Government's LAN rooms (computer/hub/server) totals 1,528 square feet. The 24 hour/7 days a week HVAC usage charge is established at the rate of \$5.00 per square foot per annum."

G. Lease #GS-03B-60026 will terminate effective August 7, 2012 with no further rent due.

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

Lessor CLW Government SR

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