

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03B-11325
ADDRESS OF PREMISES MAIN STREET TOWER 300 EAST MAIN STREET NORFOLK, VA 23510-1753	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **BGK Main Street Tower Operating Associates, LP**

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 establish payment of recurring overtime utilities.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2012 as follows:

A. Per paragraph 16 of the Lease Rider, as revised in Lease Amendment 4, if 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$5.00/rentable square foot per annum of the area receiving the 24-hour HVAC (hereby referred to as recurring overtime utilities), which is 1,528 rentable square feet. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

B. For the period of August 8, 2012 through September 30, 2012, the Government shall pay the Lessor a lump sum payment in the amount of \$1,109.02.

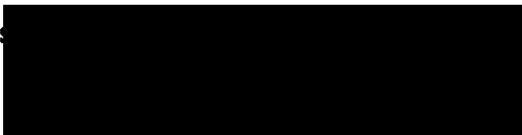
C. From October 1, 2012 through August 18, 2021, the Government shall pay the Lessor a fixed annual amount of \$7,640 (calculated as 1,528 rentable square feet multiplied by \$5.00 per rentable square foot) at the rate of \$636.66 per month in arrears as part of the rental payment for recurring overtime utilities in the LAN rooms. This amount is separate from operating costs and is not subject to escalations. Rent for a lesser period shall be prorated. The Government may terminate its use of recurring overtime utilities at any time with written notice to the Lessor, upon which no further rental shall accrue for such service.

This Lease Amendment contains . . . pages.

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 LESSOR



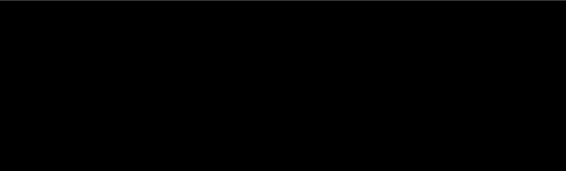
Signature: _____
 Name: MICHAEL E. MAHONY
 Title: COO
 Entity Name: BGK MAIN STREET TOWER OPERATING ASSOC
 Date: 12/19/12

FOR THE GOVERNMENT



Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 Entity Name: GSA, Public Buildings Service, South Branch
 Date: 12/21/12

WITNESSED



Signature: _____
 Name: _____
 Title: _____
 Date: 12/19/12

D. The Government shall have exclusive right to adjust the payment procedures for recurring overtime utilities provided that notice be given to the Lessor in writing. In the event that the Government changes payment procedures, annual payments for recurring overtime utilities as part of the rental payment shall cease and recurring overtime utilities shall be invoiced in accordance with Paragraph 4.6 "Overtime Utilities" of the Lease.

INITIALS:  & GOVT
LESSOR