

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03B-12064
ADDRESS OF PREMISES One Oyster Point 827 Diligence Drive Newport News, VA 23606-4212	

THIS AMENDMENT is made and entered into between **CBL- One Oyster Point, LLC**

whose address is: 2030 Hamilton Boulevard
Chattanooga, TN 37421-6038

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to expand the square footage of the lease, modify the annual rent, and amend the percentage of occupancy.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 5, 2013 as follows:

- A. Paragraph 1 of the Standard Form 2 of the lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"1. The Lessor hereby leases to the Government the following described premises:

12,510 Rentable Square Feet yielding approximately 11,170 ANSI/BOMA Office Area square feet and related space located on the Second Floor, at One Oyster Point, 827 Diligence Drive, Newport News, VA 23606-4212, together with two (2) free reserved surface parking spaces, as depicted on Exhibit #2 of the Lease

to be used for such purposes as determined by the General Services Administration."

- B. Paragraph 10 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

This Lease Amendment contains 2 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:

CBL-One Oyster Point, LLC

By: CBL &

[Redacted Signature]

member and
manager

Signature:

Name:

Title:

Entity Name:

Date:

Chief Legal Officer
April 2, 2013

FOR THE GOVERNMENT:

[Redacted Signature]

Signature:

Name:

Title:

GSA, Public Buildings Service

Date:

Jean Stan Fortino
Lease Contracting Officer
APR 09 2013

WITNESSED FOR THE LESSOR BY:

*ONM
3/7/13*

Signature:

Name:

Title:

Date:

[Redacted Signature]
Admin. Assistant
April 2, 2013

"The total percentage of space occupied by the Government under the terms of the lease is equal to 34.66% 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 12,510 rentable square feet by the total building space of 36,097 rentable square feet."

C. Paragraph 13 of the Rider which states the rental components for years 1-5 and years 6-10 is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"Years 1 through 5:

The total annual rent of \$399,505.21 breaks down as follows*:

Shell Rent: \$150,120.00 per year; \$12.00 per RSF

Amortized annual cost for Tenant Improvement Allowance: \$189,712.51*

Interest Rate at which Tenant Alterations are amortized: 5%

Amortized annual cost for Building Specific Security: \$0.00 per year. Lessor is providing [REDACTED] as specified in Paragraph 10.22 of the lease at sole cost to the Lessor.

Annual Cost of Services: \$59,672.70 per year or \$4.77 per Rentable Square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$0.00 per year; Parking is free

Years 6 through 10:

The total annual rent of \$228,682.80 breaks down as follows:

Shell Rent: \$169,010.10 per year; \$13.51 per RSF

Annual Cost of Services: \$59,672.70 per year or \$4.77 per Rentable Square Foot, plus accrued escalations per Paragraph 4.3, "Operating Costs".

Parking: \$0.00 per year; Parking is free.

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$837,750.00 or \$75.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 5% amortization rate over the firm term of five (5) years.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements or 2) increase the rent according to the negotiated amortization rate over the firm term of the lease."

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

INITIALS: DNM & JBJ
LESSOR GOV'T