

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03B-12064
<b>ADDRESS OF PREMISES</b> 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 amend the above lease to revise the total amount of Tenant Improvement (TI) allowance to be amortized in the rent and to provide notice to proceed for change orders #2-5.

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 May 21, 2014 as follows:

- A. This Lease Amendment (LA) formally and officially issues Notice to Proceed (NTP) in the amount of \$16,036.50 for the below outlined change orders.

Change Order 2- Provide U/C light and switch at fingerprint station- Total Cost [REDACTED]

Change Order 3- Provide and install corner guards as depicted on Bulletin 10 (Exhibit 1). Total Cost [REDACTED]

Change Order 4- Install replacement [REDACTED] Total Cost [REDACTED]

Change Order 5- Provide additional sound attenuation in the follow rooms as depicted in the Bulletin 11 (Exhibit 2) Change order includes relocating returns/ceiling tiles (10 total), Install elbows at return grills, add insulation to remainder of offices (1,390 SF- 5 Offices), caulk vertical window mullions (5 total) and add surface -mounted automatic door bottom at conference room (1)- Total Cos [REDACTED]

This Lease Amendment contains 5 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 & Associates Management, Inc.,

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Entity Name: [REDACTED]  
Date: 07/4/2014

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 6/5/14

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Legal Secretary  
Date: 6/4/2014

*asm 6/1/14*

B. Lease Amendment #4 dated April 18, 2014 revised the total Notice To Proceed (NTP) amount to \$450,915.66 to incorporate Change Order #1. Based on the above Government approved change orders, the summary of Tenant Improvements cost is modified as follows:

\$466,952.16, of which \$463,617.46 will be amortized over sixty (60) months at an interest rate of 5%, and \$3,334.70 shall be paid to the Lessor via a onetime lump sum payment from the Government, upon acceptance of the space by the Government. Instructions on invoicing for this work was provided on Lease Amendment (LA) #3.

INITIALS: ON 6/1/14 & X  
LESSOR GOVT