GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT 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 amend the above lease to establish the lease term, establish the annual rent, change the base cost of services, modify the required energy improvements to be completed and establish daytime cleaning as part of the lease.

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 22, 2014 as follows:

A. Paragraph 2 of the Standard Form 2 of the Lease is deleted in its entirety and the following inserted in its place:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 26, 2014 through April 25, 2024, subject to termination and renewal rights as may be hereinafter set forth."

B. Paragraph 3 of the Standard Form 2, as modified by Lease Amendment (LA) #2, is deleted in its entirety and the following inserted in its place:

"The Government shall pay the Lessor annual rent of \$323,413.00 at the rate of \$26,951.08 per month in arrears April 26, 2014, through April 25, 2019, subject to accrued escalations. The Government shall pay the Lessor annual rent of \$237,314.70 at the rate of \$19,776.23 per month in arrears April 26, 2018 through April 25, 2024, subject to accrued escalations. A breakdown of the above rent is as follows:

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 & Associates Management, Inc.,	FOR THE COVERNMENT	
Signature: Name: Title: Entity Name: Date: U 4 2014	Signatu Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:	
WITNESSED	•	
Signature: Name: Title: Date: UGA Secretary Date: Date		

April 26, 2014 - April 25, 2019:

Shell Rent = \$150,120,00 per year, \$12.00 per RSF

Annual Cost of Services = \$68,304.60 per year, \$5,46 per RSF, plus accrued escalations, per Paragraph 4.3, "Operating Costs"

Amortized annual cost of T1 = \$104,988,40 per year (\$463,617.46, amortized over 60 months at 5%)

April 26, 2019 - April 25, 2024:

Shell Rent = \$169,010.10 per year, \$13.51 per RSF

Annual Cost of Services = \$68,304.60 per year, \$5.46 per RSF plus accrued escalations, per Paragraph 4.3, "Operating Costs"

Amortized annual cost of T1 = \$0.00 (\$0.00 per RSF)

Rent for a lesser period shall be prorated. Rent shall be made payable to:

CBL- One Oyster Point LLC 2030 Hamilton Place Boulevard Chattanooga, TN 37421-6038

"This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
per rsf and Operating Rent at per RSF), plus accrued operating cost escalations
provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

D. Paragraph 11 of the Lease Rider is deleted in its entirety and the following inserted in its place:

Said notice shall be computed commencing with the day after the date of mailing."

C. Paragraph 5 of the Standard Form 2 is deleted in its entirety and the following inserted in its place:

"For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$5,46 per Rentable Square Foot, is acceptable. This figure includes the Government's pro-rate share of operating costs.

E. Paragraph 17 of the Lease Rider is deleted in its entirety and the following inserted in its place:

In accordance with Paragraph 3.7, "Green Lease Submittals", of the lease, the Lessor and Government acknowledge that 827 Diligence Drive does not have a current Energy Star Rating. However, as part of the Lessor's offer, the Lessor shall make, at a minimum, the following energy improvements within one year after lease commencement.

- A. Replace current light fixtures with T-8 light fixtures.
- B. Install low flow toilets.
- C. Install motion activated lighting In restrooms.
- F. Paragraph 4.8 (A) of the Lease is hereby modified as follows:

Cleaning shall be performed during normal tenant working hours as	specified in Lease Paragraph 4.5,	Normal Hours.
		11010

INITIALS:

LESSOR

Lease Amendment Form 12/12