## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-04B-61159 LEASE AMENDMENT ADDRESS OF PREMISES Assemblage of four (4) parcels (located at 836 15th Street North; 843 14th Street North; 1410 8th Avenue North; and 1416 8th Avenue North) in Birmingham (Jefferson County), Alabama 35203 LEASE AMENDMENT No. 6 TO LEASE NO. GS-04B-61159 PDN Number: PS0026115

THIS AMENDMENT is made and entered into between CRD USTB, LLC, a Delaware limited liability company

whose address is:

1904 First Avenue North, Suite 300

Birmingham, AL 35203-4065

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

WHEREAS, the parties hereto desire to amend the above 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 July 24, 2013, as follows:

This Lease Amendment (LA) serves as the Government's cancellation of the Lessor's Notice to Proceed for the Generic Furniture Typical Design, Market Survey, and Generic Furniture Specifications and Procurement Package as described in LA No. 4. The Lessor shall have no further obligation to perform said services under LA No. 4.

Despite the Government's cancellation of said services, the Government acknowledges that the Lessor has already performed some of said services and, accordingly, has already incurred some expenses. Upon the Lessor's completion of Tenant Improvements and the Government's inspection and acceptance of the same, the Government hereby agrees to reimburse the Lessor, via lump-sum payment, \$23,260.53 as detailed below and in lieu of the first agreed-upon not-to-exceed amount of \$78,341.75. Now, payment to the Lessor shall not exceed \$23,260.53.

Architectural Fees:

\$21,500.16 (per Heery's Invoice for Architectural Services attached hereto as "Exhibit A" (1 page))

Lessor's Fees:

1.080.00 (8 hours at \$135.00 per hour)

Construction Loan Interest:

680.37 **\$23,260.53** 

Invoice and payment procedures are attached hereto as "Exhibit B" (1 page). ----- END OF DOCUMENT -----

This Lease Amendment contains three (3) 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 LI		
Signature: Name: Title:	MANAGER	. <u>-</u>
Entity Name: Date:	8.15.13'	-

FOR THE GO	
Signature: Name: Title:	Lease Contracting Officer
Entity Name: Date:	GSA, Public Buildings Service 8/29/13

WITNESSED	) FOR THE LEGGER BY	
Signature: Name:		
Title:	Director	
Date:	8/15/13	