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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 5 |
| | TO LEASE NO. GS-04B-61159 |
| 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 | PDN Number: |

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, Alabama 35203**

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

WHEREAS, the parties hereto desire to amend the above-referenced 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 ~~June 14, 2013~~, as follows:

July 3 2013

- APPROVED PROJECT SCHEDULE.** Paragraph 17 of Supplemental Lease Agreement (SLA) No. 1 dated November 19, 2012, is deleted in its entirety and replaced with the following paragraph:

17. Notwithstanding anything to the contrary contained in the SFO or elsewhere in the Lease, the parties hereby agree that the project schedule attached to this SLA as Exhibit "A" (the "Approved Project Schedule") shall be the schedule that governs the timing for the design, construction, and completion of the premises, as referenced in SFO Paragraph 5.11 and elsewhere in the Lease. The Approved Project Schedule shall incorporate a duration of **390** calendar days from this SLA's date for substantial completion to occur. The Approved Project Schedule shall be attached to and made a part of the Lease as of this SLA's effective date. Should either the Government or the Lessor fail to discharge their responsibilities under the Lease within the time allocated under the Approved Project Schedule, such failure shall constitute "Delay," unless it constitutes Excusable Delay.

If the Lessor delivers the premises as substantially complete prior to the deadline for such delivery set forth in the Approved Project Schedule, the Government shall accept the premises in accordance with SFO Paragraph 5.11.G.

- All other terms and conditions of the Lease shall remain in force and effect. To the extent that anything contained in this SLA conflicts with, ~~or is in any manner inconsistent with,~~ any term, provision, section, or covenant of the Lease, the terms and conditions of this LA shall control.** *WJG*

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This Lease Amendment contains 14 pages.
IN WITNESS WHEREOF, the parties have hereunto set their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: MANAGER
Entity Name: CRD USTB, LLC
Date: 6.24.13

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
Entity Name: GSA, Public Buildings Service
Date: 7/3/2013

WITNESSED

Signature: _____
Name: _____
Title: Director of Development, CRD
Date: 4/24/13