

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LNC62067
LEASE AMENDMENT	
ADDRESS OF PREMISES 402 W. Trade Street Charlotte, NC 28202-1673	PDN Number: N/A

THIS AMENDMENT is made and entered into between TDG-Trade, LLC

whose address is: 1050-5255 Yonge Street
Toronto, ON M2N6P4
Canada

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

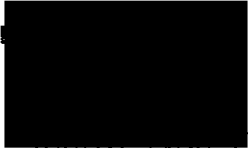
WHEREAS, the parties hereto desire to amend the above Lease.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon the Government's execution of this Lease Amendment (LA) to establish beneficial occupancy of the Premises and start shell and operating expense rent as of November 29, 2014 at the rates outlined below. The Lessor shall complete all Tenant Improvements outlined in Paragraph 7.02 of the Lease and any shell improvements, no later than April 1, 2015 and a Lease Amendment shall be executed upon completion and inspection signifying the Government's acceptance of the improvements. The Tenant Improvement Allowance of \$96,708.04 and the BSAC of \$17,559.96 shall be re-amortized at a rate of 0.00% over the remaining firm term of the Lease from April 1, 2015 – November 28, 2019. The exact amount of the commission in Paragraph 1.04 of the Lease will be finalized in the Lease Amendment accepting the Tenant Improvements and BSAC based on the actual amount of Tenant Improvement Allowance and BSAC expended and the remaining firm term of the Lease as of the date of their acceptance. The Lease is hereby amended as follows:

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This Lease Amendment contains 4 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 
Signature: _____
Name: DAVID LAREN
Title: MANAGER
Entity Name: TDG-TRADE LLC
Date: 10-DEC-14

FOR THE GOVERNMENT 
Signature: _____
Name: Leonard Grier
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/12/2014

WITNESSED FOR THE LESSOR BY:


Signature: _____
Name: GISELLE VALLIERES
Title: EXECUTIVE ASSISTANT
Date: 10-DEC-14

1. Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced as follows:

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM OCTOBER 29, 2014 – MARCH 30, 2015	FIRM TERM APRIL 1, 2015 – OCTOBER 28, 2016	FIRM TERM OCTOBER 29, 2016 – OCTOBER 28, 2018	FIRM TERM OCTOBER 29, 2018 – OCTOBER 28, 2019
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$86,387.09	\$86,387.09	\$91,570.32	\$97,064.53
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$26,380.98	\$26,380.98	\$26,380.98	\$26,380.98
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$1,080.00	\$1,080.00	\$1,080.00	\$1,080.00
TOTAL ANNUAL RENT	\$113,848.07	\$113,848.07	\$119,031.30	\$124,525.51

	NON-FIRM TERM OCTOBER 29, 2019 – OCTOBER 28, 2020	NON-FIRM TERM OCTOBER 29, 2020 – OCTOBER 28, 2022	NON-FIRM TERM OCTOBER 29, 2022 – OCTOBER 28, 2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$82,268.23	\$87,204.32	\$92,436.58
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$26,380.98	\$26,380.98	\$26,380.98
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$1,080.00	\$1,080.00	\$1,080.00
TOTAL ANNUAL RENT	\$109,729.21	\$114,665.30	\$119,897.56

¹Shell rent calculation:

(Firm Term October 29, 2014 – March 30, 2015) \$14.96 per RSF multiplied by 5,774 RSF

(Firm Term April 1, 2015 – October 28, 2016) \$14.96 per RSF multiplied by 5,774 RSF

(Firm Term October 29, 2016 – October 28, 2018) \$15.86 per RSF multiplied by 5,774 RSF

(Firm Term October 29, 2018 – October 28, 2019) \$16.81 per RSF multiplied by 5,774 RSF

(Non-firm Term October 29, 2019 – October 28, 2020) \$14.25 per RSF multiplied by 5,774 RSF

(Non-firm Term October 29, 2020 – October 28, 2022) \$15.10 per RSF multiplied by 5,774 RSF

(Non-firm Term October 29, 2022 – October 28, 2024) \$16.01 per RSF multiplied by 5,774 RSF

²The Tenant Improvement Allowance of \$96,708.04 will be amortized at a rate of 0.00 percent per annum over the remaining firm term of the Lease as of the date of acceptance of the Tenant Improvements as evidenced by a fully executed lease amendment.

³Operating Costs rent calculation: \$4.57 per RSF multiplied by 5,774 RSF

⁴Building Specific Amortized Capital (BSAC) of \$17,558.96 are amortized at a rate of 0.00 percent per annum over the remaining firm term of the Lease as of the date of acceptance of the BSAC as evidenced by a fully executed lease amendment.

⁵Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.



B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 5,155 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.



F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

INITIALS:  & 
LESSOR & GOVT

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be provided at a rate of \$Zero per parking space per month (structured/inside), and \$90.00 per parking space per month (surface/outside)."

INITIALS:  & 
LESSOR & GOVT