

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 5</b> TO LEASE NO. GS-04P-LNC62067
	PDN Number: N/A
<b>ADDRESS OF PREMISES</b> 402 W. Trade Street Charlotte, NC 28202-1673	

**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 effective June 22, 2016.

**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) No. 5 to issue the Notice to Proceed (NTP) for the construction of tenant improvements associated with Agency requested Change Orders #1 and #2 (Bid summaries attached) which were determined by the Government to be fair and reasonable, for the construction of tenant improvements for the [REDACTED] at 402 W. Trade Street, Charlotte, NC 28202-1673.

This NTP is issued and serves to increase the previously approved Not-to-Exceed amount in Lease Amendment No. 4 dated 6/3/2016 from \$83,278.48 to \$84,610.48. Upon completion, inspection, and acceptance of the Tenant Improvements and BSAC as signified by an executed Lease Amendment, the final amount of Tenant Improvement Rent and BSAC Rent will be determined. In accordance with Lease Paragraphs 1.03.C., 1.03.D., and 1.09, the final rent table and commission credit will be established by re-amortizing the final amounts expended over the remaining firm term of the Lease at a rate of 0.00% from the date of acceptance through the end of the Firm Term.

By acceptance of the Lease Amendment (LA), the Lessor's further substantiates that no costs associated with the building shell items have been knowingly included in the tenant improvement pricing. If there are additional changes orders to the original construction cost outlined above, they will also be incorporated by Lease Amendment and a notice to proceed will be issued.

This Lease Amendment contains 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 LESSOR:**

Signature: [REDACTED]  
 Name: CAROLINE VALLETTES  
 Title: Analyst  
 Entity Name: TDG TRADE LLC  
 Date: 30 Jun-16

**FOR THE**

Signature: [REDACTED]  
 Name: Lesnandra Green  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 7/1/2016

**WITNESSED AND ACCEPTED BY:**

Signature: [REDACTED]  
 Name: Carols  
 Title: \_\_\_\_\_  
 Date: 30 Jun-16