

AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT

This **AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT** renews and/or amends the following agency agreement (as amended, the "Agency Agreement"):

Form		Date
☐	Exclusive Buyer/Tenant Representation Agreement	
☐	Non-Exclusive Buyer/Tenant Representation Agreement	
☐	Exclusive Right to Lease and/or Sell Listing Agreement	
☐	Exclusive Right to Sell Listing Agreement	
☒	Exclusive Right to Lease Listing Agreement	07/01/2026

The Agency Agreement was entered into by and between County of Durham ("Client") and TradeMark Properties, Inc. ("Firm") for property located at 3825 S Roxboro St Durham, NC 27713 on December 9th 2023.

Client and Firm agree that the Agency Agreement is hereby amended in the manner indicated below:

- A. If the Property or any portion of the Property is leased through the efforts of Firm's exclusive Broker representative and a Co-Broker other than Firm's exclusive Broker representative, Client agrees to pay a commission of six percent (6%) to Firm with said commission being split between Firm and the Co-Broker in accordance with an agreement between Firm and Co-Broker, it being understood that Client shall have no liability or financial responsibility to Co-Broker. The commission shall be due and payable 50% at signing of the lease, and 50% within 10 days of the rent commencement.
- B. If the Property or any portion of the Property is leased through the efforts of the Firm and no Co-Broker is involved, Client agrees to pay a commission of four percent (4%) to Firm. The commission shall be due and payable 50% at signing of the lease, and 50% within 10 days of the rent commencement.
- C. In the event Firm negotiates a renewal of a Lease and no Co-Broker is involved, Client shall pay \$1.50 psf 0-4,999 SF and \$1.25 psf 5,000-9,999 SF per Exhibit B leasing commission schedule on original Real Estate Management Agreement which is based on a single year. Commission to Firm calculated on gross rents for the renewal period.
- D. For definitions herein, a Co-Broker is any other Broker other than the exclusive Broker representative as outlined herein. Should another Broker within Firm be exclusively representing a tenant, then he will be treated as a Co-Broker for commission purposes, but will be considered a dual agent with respect to agency law and under this agreement.
- E. Firm shall be entitled to a portion of assignment or termination fee of a lease provided Firm is actively involved with such assignment or termination. The fee due to the Firm by Tenant for an assignment or termination shall be \$2,500 of which TradeMark Properties Inc. will keep \$1,500 for transaction costs and \$1,000 will be sent to the County of Durham, which shall be due upon execution of the assignment or termination agreement, as applicable. Assignment/ Termination fee may be in addition to any fees that the tenant may owe the County for any legal fees and/or administrative fees.
- F. Minimum Commission is \$3,000 for all leases and renewals.
- G. A construction management fee equal to five percent (5%) of the cost of all construction, remodeling, or renovation jobs hard costs that exceed \$5,000.00. This would involve special projects, renovations, remodeling, large maintenance projects, tenant upfits or capital projects where Agent coordinates and oversees the project as the Owner's local representative.

Pricing under the Agency Agreement shall be modified as follows: Advertised base rent \$20.00/PSF + \$3 NNN/PSF

In the event that the term of the Agency Agreement has expired, Client and Firm specifically agree that the Agency Agreement is hereby restated, reaffirmed, and in full force and effect.

All terms and conditions of the Agency Agreement not specifically amended herein shall remain unmodified and in full force and effect.



CLIENT:

Business Entity:

County of Durham, NC a North Carolina public body corporate and politic

By: _____

Name: Claudia Hager

Title: County Manager

Date: _____

FIRM:

TradeMark Properties, Inc.

By: _____

Name: Vijay K. Shah, CCIM

License: 157364

Date: _____