

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

FIFTH AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of this the 1st day of October, 2024, by and between **DURHAM COUNTY**, (Landlord) and the THIRUMALA HOSPITALITY DURHAM, LLC. (Tenant).

WITNESSETH:

WHEREAS, Landlord entered into a lease agreement (“Lease”) with Tenant, dated September 30, 2021 for the space referenced as Suite #150 located at 201 E Main Street. Durham, NC 27701, and

WHEREAS, Tenant and Landlord executed Lease Amendment #1 dated June 30, 2022 to modify the Rent Commencement Date; and

WHEREAS, Tenant and Landlord executed Lease Amendment #2 to amend the lease to modify the Rent Commencement Date; and

WHEREAS, Tenant and Landlord executed Lease Amendment #3 to amend the lease to modify the Rent Commencement Date; and

WHEREAS, Tenant and Landlord executed Lease Amendment #4 to amend the lease to modify the Rent Commencement Date; and

WHEREAS, Tenant and Landlord now agree to this Amendment #5 to amend the lease to modify the Rent Commencement Date

NOW, THEREFORE, Landlord and Tenant, for good and valuable consideration hereby agree to modify the Lease between them as follows:

1. Section 2 of the lease is hereby amended to extend the time from Delivery of the lease space to the Rent Commencement Date as follows:

LEASE TERM. The term of this Lease (the "Term" or “Lease Term”) shall be 120 months. Rent shall commence 180 days after Tenant has opened for business, but in no case shall rent begin later than May 1, 2025, and shall expire 120 months later (the “Termination Date”).

Notwithstanding the above, Tenant acknowledges that the intent of this lease and the parties agree that Tenant is to open and start paying rent on or before May 1, 2025.

2. All other terms and conditions of the Lease shall remain in full force and effect and apply without restriction.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties executed this Lease under seal as of the date written above.

For Landlord:

COUNTY OF DURHAM

BY: _____

Dr. Kimberly Sowell
COUNTY MANAGER

For Tenant:

THIRUMALA HOSPITALITY DURHAM, LLC.

BY: _____

Print Name:

Title:
