

**THIS CONTRACT AMENDMENT** is made and entered into this 1<sup>st</sup> day of May, 2026 by and between **DURHAM COUNTY, NORTH CAROLINA**, a constitutional officer of the State of North Carolina, (hereinafter referred to as “TENANT or COUNTY”) and **ONE PARK VENTURE, LLC**, a North Carolina Limited Liability Company (hereinafter “Landlord.”)

**WITNESSETH:**

THAT WHEREAS, the Tenant and Landlord entered into a lease agreement dated \_\_\_\_\_, to lease to Tenant property located at 4000 Sancar Way, Research Triangle Park as described in the Original Agreement (hereinafter the “Original Agreement”); and

WHEREAS, the Tenant and Landlord desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

**RECITALS**

A. Pursuant to the Original Agreement, Landlord agreed to provide a Tenant Improvement Allowance in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) for upfit of the premises, as defined in the Original Agreement, Exhibit D, Tenant Allowance. .

B. The Parties acknowledge that additional improvements are necessary to complete the upfit of the Premises for the Tenant’s intended use.

C. The Tenant desires to provide additional funding to Landlord in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000), subject to Durham County Board of Commissioners’ approval and lawful appropriation.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements made herein, the Parties agree to further amend the Original Agreement and Amendments as follows:

1. Additional Improvement Funding
  - 1.1 Additional Amount. Tenant shall provide funding to Landlord in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000) (“Additional Funds”) for completion of the Tenant’s improvements.
  - 1.2 Not a loan or Debt. The Parties expressly acknowledge that the Additional Funds do not constitute a loan from Landlord to Tenant, nor do they create any indebtedness of the Tenant or any installment financing within the meaning of N.C.G.S. §160A-20.
  - 1.3 Subject to Appropriation. Tenant/County obligation to provide the Additional Funds is expressly contingent upon lawful appropriation by the County’s governing Board in accordance with N.C.G.S. §159-13. Nothing herein shall be construed as creating a multi-year financial obligation of the County.

2. Reimbursement Structure

2.1 Tenant shall reimburse Landlord for actual, documented construction costs incurred in completing the tenant improvements, up to the not-to-exceed amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000).

2.2 Reimbursement shall occur only upon submission of invoices, lien waivers, and evidence of payment.

2.3 All reimbursements shall occur within the fiscal year in which funds are appropriated.

3. Construction Responsibility

3.1 Landlord shall continue to manage and contract for completion of the tenant improvements.

3.2 All Construction contracts shall be between Landlord and its contractors.

3.3 Tenant shall not be solely responsible for compliance with all applicable laws relating to construction, permitting, licensing, safety, and payment of contractors.

4. Improvement Amended

4.1 Landlord's Work as defined in the Original Agreement, Exhibit D, Tenant Allowance is amended to include the installation of audio-visual (AV) equipment.

4.2 The AV equipment shall be considered a trade fixture as defined in Section 9(b) of the Original Agreement.

5. No Expansion of Lease Term or Rent

5.1 The Lease Commencement Date and Term as defined in the Original Agreement, Section 1 paragraphs d and e, remain unchanged.

5.2 Nothing in this Amendment shall:

- Increase base rent
- Extend the lease term,
- Or otherwise alter financial terms of the Lease except as expressly stated herein.

6. Not-to-Exceed Limitation

Under no circumstances shall Tenant's total Contribution under this Amendment exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000). Landlord assumes responsibility for any costs that exceed that amount unless otherwise approved by the Durham County Board of Commissioners.

4. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

By execution hereof, the person signing for Landlord below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Landlord.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

**COUNTY OF DURHAM**

**LANDLORD**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
**Crystally Wright, Durham County Chief Financial Officer**