

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST (this "Modification Agreement") is made and entered into as of the ___ day of September, 2018, by and between

COUNTY OF DURHAM, NORTH CAROLINA, a political subdivision of the State of North Carolina having its principal place of business in Charlotte, North Carolina (the "Grantor"); and

PNC BANK, NATIONAL ASSOCIATION, a national banking association, duly organized and existing under the laws of the United States of America (the "Beneficiary").

WITNESSETH:

WHEREAS, this Modification Agreement relates to a Deed of Trust dated March 30, 2017 (as amended hereby, the "Deed of Trust"), from the Grantor to CB Services Corp. (the "Deed of Trust Trustee") for the benefit of the Beneficiary, recorded starting at Book 8152 Page 421 in the office of the Register of Deeds of Durham County (the "Registry"); and

WHEREAS, the Grantor and the Beneficiary previously entered into an Installment Financing Agreement dated March 30, 2017 (as amended by the First Amendment to Installment Financing Contract and as may be amended further from time to time, the "Contract"), pursuant to which the Grantor agreed to make Installment Payments (as defined in the Contract); and

WHEREAS, the parties wish to amend the Deed of Trust to (a) release a portion of the existing Mortgaged Property and (b) add certain property as Mortgaged Property;

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt of which is hereby acknowledged, the parties agree that the Deed of Trust is hereby modified and amended as set forth below effective as of the date hereof.

After filing, please return to:

Rebecca Joyner
Parker Poe Adams & Bernstein, LLP
P.O. Box 389
Raleigh, North Carolina 27602-0389
11029945v2

This document was prepared by:

Brandon Lofton
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

1. Modifications of the Deed of Trust. The Deed of Trust is hereby modified and amended as follows:

Exhibit A to the Deed of Trust is deleted and Exhibit A, attached hereto, is substituted in lieu thereof.

2. General Provisions. The following general provisions shall be applicable to this Modification Agreement:

(a) **No Release of the Grantor.** The Grantor agrees that nothing in this Modification Agreement or in the amendments contemplated hereby shall operate to release the Grantor from its liability for the Installment Payments or from any of its other obligations under the Installment Financing Agreement, the Deed of Trust, or any other document evidencing or securing the obligations evidenced by the Bonds (defined in the Deed of Trust) and secured by the Deed of Trust.

(b) **Entire Agreement; Modification.** This Modification Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. This Modification Agreement may not be amended orally, but only by an agreement in writing signed by all of the parties hereto.

(c) **References to the Deed of Trust.** All references to the Deed of Trust in the Installment Financing Agreement, the Trust Agreement and any other document related to the same shall be deemed to refer to the Deed of Trust as modified and amended by this Modification Agreement.

(d) **Ratification.** Except as specifically modified herein, the Deed of Trust is hereby ratified and confirmed in all respects, and the Grantor hereby explicitly reaffirms its liabilities and obligations thereunder.

(e) **Governing Law.** This Modification Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Jurisdiction for the resolution of any conflict arising from this Modification Agreement shall lie with the General Court of Justice of the State of North Carolina with venue in Durham County, North Carolina.

(f) **Captions.** The captions set forth at the beginning of the various paragraphs of this Modification Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Modification Agreement.

(g) **E-Verify Covenant.** The Beneficiary understands that (1) "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and (2) Article 2 of Chapter 64 of the General Statutes of North Carolina, as amended (the "E-Verify Statute"), requires employers (as defined in the E-Verify Statute) to verify the work authorization of an employee (as defined in the E-Verify Statute) hired to work in the United States through E-Verify. The Beneficiary and the Bank's subcontractors under this Installment Financing Agreement shall comply with the requirements of the E-Verify Statute.

(h) **Companies that Boycott Israel Act Certification.** The Bank hereby certifies that it is not on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Divestment from Companies that Boycott Israel Act, Article 6G, as amended, of Chapter 147 of the General Statutes of North Carolina

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Modification of Deed of Trust under seal as of the day and year first above written.

GRANTOR:

COUNTY OF DURHAM, NORTH CAROLINA

By: _____
Wendell Davis
County Manager

[SEAL]

Attest:

Clerk to the Board of Commissioners

[Signature Page-Modification of Deed of Trust-Durham 2017 Limited Obligation Bonds]

BENEFICIARY:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Casey L. Turner
Vice President

[Signature Page-Modification of Deed of Trust-Durham 2017 Limited Obligation Bonds]

STATE OF NORTH CAROLINA)
) **SS.**
COUNTY OF DURHAM)

WITNESS my hand and notarial seal, this _____ day of September 2018.

My Commission expires:

STATE OF NORTH CAROLINA)
) **SS.**
COUNTY OF _____)

WITNESS my hand and notarial seal, this ____ day of September 2018.

EXHIBIT A

[to be inserted]