

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

AMENDMENT TO AGREEMENT
BETWEEN
CITY OF DURHAM AND
THE DURHAM ARTS COUNCIL, INC.

This Amendment is executed as of the 8th of July, 2008, by and between the City Of Durham, a North Carolina municipal corporation (hereinafter "City"), and The Durham Arts Council, Inc., 120 Morris Street, Durham, NC 27701, a non-profit corporation organized and existing under the laws of the State of North Carolina, (hereinafter "DAC").

On 13th day of October, 1988, the City and DAC entered into an agreement entitled, "Lease" for a term of twenty-five years ending June 30, 2013 (the "Original Agreement"). That Original Agreement is hereby amended as follows:

1. The title shall be changed from "Lease" to "Agreement between the City of Durham and the Durham Arts Council, Inc. to Support Arts Programming."

2. Section 2, entitled, "Rent," is amended to be entitled, "Rent and Annual Payment," and further amended to add the following section:

"DAC shall receive an Annual Payment of \$581,000 for FY 2008-2009. The Annual Payment shall be adjusted by the Annual Adjustment Factor on June 30 for each successive Fiscal Year of the Agreement. For each Fiscal Year of the Agreement, the Annual Payment shall be paid to DAC pursuant to the payment schedule set forth below:

- (a) One-half by July 15 of each fiscal year.
- (b) An additional forty-five percent by January 15
- (c) The remaining five percent by June 30

The following terms shall have the meanings indicated when used in this Agreement:

"Annual Adjustment Factor" means the percentage increase of the Consumer Price Index for the region of the United States in which Durham is located during the prior calendar year, as determined by the City's Budget Department. For example, for fiscal year 2009-2010, the percentage increase in the Consumer Price Index during calendar year 2008 shall be the Annual Adjustment Factor.

"Annual Payment" means the amount paid by the City to DAC pursuant to this Agreement for each Fiscal Year. To determine each subsequent fiscal year's Annual Payment amount, during the second half of the fiscal year, the current year's Annual Payment amount shall be multiplied by the sum of one (1) plus the Annual Adjustment Factor.

Except as amended herein, the Original Agreement is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF DURHAM

THE DURHAM ARTS COUNCIL, INC.

By: [Signature] (SEAL)

By: [Signature]

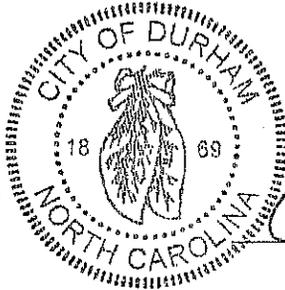
7-7-08

_____ City Manager

_____ Executive Director

ATTEST:

[Signature]



ATTEST:

[Signature]

_____ City Clerk

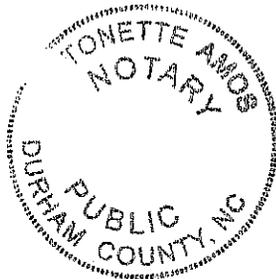
_____ Corporate Secretary

(Please affix corporate seal.)

NORTH CAROLINA
DURHAM COUNTY

I, Tonette Amos, a Notary Public for the County and State aforesaid, do hereby certify that D Ann Galey personally appeared before me this day and acknowledged that she is City Clerk for the City of Durham, and that by authority duly given, the foregoing agreement was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk. Witness my hand and official seal, this 8th day of July, 2008.

My commission expires: 07-17-2012



Tonette Amos

Notary Public

NORTH CAROLINA
DURHAM COUNTY

I, Floalicia P Reaves, a Notary Public for the County and state aforesaid, do hereby certify that Cynthia Brodhead personally appeared before me this day and acknowledged that he/she is the Corporate Secretary of The Durham Arts Council, Inc., a not for profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive Director, sealed with its corporate seal and attested by him/her as its Corporate Secretary. Witness my hand and official seal this 10 day of June, 2008.

My commission expires: 5-23-2009

Floalicia P Reaves

Notary Public

IN WITNESS WHEREOF, the City and the Durham Arts Council, Inc. have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

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

[Signature]
City's finance officer

7-3-08

Date