

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into as of the ___ day of September, 2013 by and between VENABLE TENANT, LLC, a North Carolina limited liability company (the "Landlord"), and CITY OF DURHAM (the "Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Lease Agreement dated July 26, 2007 by and between Landlord and Tenant, Tenant leased certain premises consisting of approximately 8,778 rentable square feet and known as Suites C180 and C190 in the Building known as the Dibrell Building at 302 East Pettigrew Street, Durham, NC (the Lease Agreement and all amendments thereto shall be referred to herein collectively as the "Lease"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to, among other things, modify the Premises leased by Tenant as provided herein.

NOW, THEREFORE, in consideration of cash in hand paid and the promises and the provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend and modify the Lease as follows:

1. Definition of Terms. All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Lease.

2. Condition Precedent. It shall be a condition precedent to execution of this Amendment that the City of Durham shall have executed a new lease titled "LEASE BETWEEN EDGEMONT TENANT, LLC AND CITY OF DURHAM FOR SPACE IN BUILDING 5 OF GOLDEN BELT, 807 EAST MAIN STREET, DURHAM, NC" for certain premises consisting of approximately Six Thousand Two Hundred Sixty-Four (6,264) rentable square feet at Golden Belt, located at 807 E. Main Street, Durham, NC 27701.

3. Premises. As of the Effective Date of this Amendment the Premises shall be modified to consist of approximately Two Thousand Two Hundred Ninety-Eight (2,298) rentable square feet as shown in Exhibit A, attached hereto and made a part hereof.

4. Utilities. Section 11 (UTILITIES): Is hereby deleted and replaced with: "Tenant shall pay all proper charges for all utilities for which it makes arrangements with the utility provider for service to the Premises, such utilities to include cable and telephone. Tenant shall be responsible for its pro-rata share of any electricity charges billed to the Premises. Should Landlord or its agent interrupt any utility service to the Premises, the liability of Landlord hereunder for such interruption shall be limited to the restoration of same with Landlord using all reasonable efforts to restore same within twenty-four hours; provided, however, rent shall abate hereunder for the period of time that such utility is interrupted and not restored after twenty-four hours.

5. Effective Date. The Effective Date of this Amendment shall be the Commencement Date of the new lease for the City of Durham at Golden Belt identified in Section 2 of this Amendment.

6. Severability. In the event any term, covenant or condition of this Amendment, the Lease, or any amendments thereto shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

7. Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

8. Authority of Parties. Each party hereto hereby certifies that it is authorized to enter into this Amendment, and that those persons signing below on its behalf are authorized to do so.

9. Full Force and Effect. Except as modified hereby, the Lease remains unmodified and in full force and effect.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina.

11. Mutual Acknowledgment of Non-Existence of Claims. Except as provided herein, Landlord and Tenant acknowledge and agree that as of the day hereof there are no known claims by either party against the other party hereto arising from the relationship as Landlord and Tenant, respectively, pursuant to the Lease, as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Amendment as of the day and year first above written.

TENANT:

ATTEST:

CITY OF DURHAM

By: _____

LANDLORD:

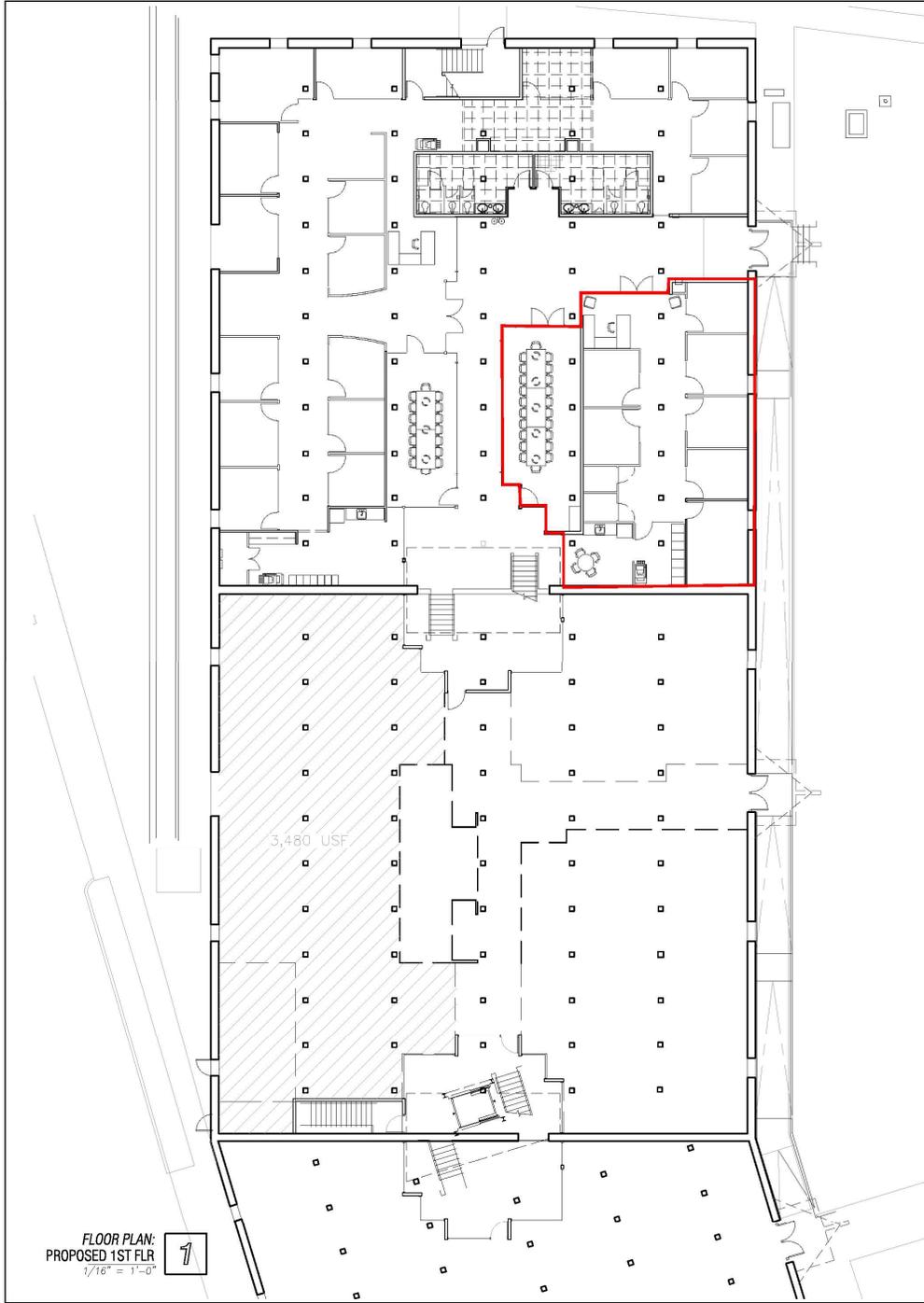
VENABLE TENANT, LLC

By: SCIENTIFIC PROPERTIES, LLC

By: _____
Barbra Rothschild, Manager

Date: _____

EXHIBIT A



FLOOR PLAN:
PROPOSED 1ST FLR
1/16" = 1'-0"

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Client:	Contract:				
<small>Project Name</small>	<small>Project Address</small>	<small>Project Number</small>	<small>Project Date</small>	<small>Project Status</small>	<small>Project Location</small>