

AMENDMENT TO AGREEMENT FOR THE REDEVELOPMENT AND  
RENOVATION OF THE DURHAM NINTH STREET COMMERCIAL DISTRICT

This contract amendment (“Amendment”) is dated and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, between CITY OF DURHAM, a North Carolina municipal corporation, (the “City”), and CPGPI REGENCY DEVELOPMENT, LLC (the “Company”), a limited liability company organized and existing under the laws of North Carolina, hereinafter collectively referred to as the “Parties”.

The City and the Company entered into a contract titled “Agreement for the Redevelopment and Renovation of the Durham Ninth Street Commercial District,” dated June 17, 2013. That contract is referred to as the “Original Contract.” The Parties have continued to negotiate and narrow the scope of work contemplated in the Original Contract. Based upon these negotiations and new detailed information relating to scope of the Streetscape Improvements, adjustments are required to the Original Contract. The Original Contract is hereby amended as follows:

1. The following section number references in the Original Contract are made:
  - (a) On page 6, line 254, change Section “3.2.4.1” to “3.2.3.1”;
  - (b) On page 6, line 262, change Section “3.2.4.2” to “3.2.3.2”;
  - (c) On page 7, line 291, change Section “3.2.4.3” to “3.2.3.3”;
  - (d) On page 7, line 305, change Section “3.2.4.4” to “3.2.3.4”;
  - (e) On page 7, line 308, change reference to section “3.2.4.6” to “3.2.3.6”;
  - (f) On page 8, line 322, change Section “3.2.4.5” to “3.2.3.5”;
  - (g) On page 9, line 376, change reference to section “3.2.4.5” to “3.2.3.5”;
  - (h) On page 9, line 380, change Section “3.2.4.6” to “3.2.3.6”;
  - (i) On page 9, line 397, change Section “3.2.4.7” to “3.2.3.7”;
  - (j) On page 9, line 405, change reference to section “3.1.2” to “3.1”;
  - (k) In Section 5.3 (Payment of Streetscape Construction Costs), in the 1<sup>st</sup> sentence, change the reference to “Section 3.3.3” to “Section 3.2.2”; and,

2. In Section 2.2 (Street Lighting Cost), delete the second sentence and replace with the following sentence:

The Street Lighting Cost is \$219,687.32 based upon a plan and invoice from Duke Energy dated \_\_\_\_\_, Project No. \_\_\_\_\_.

3. At the end of Section 2.10 (Maximum Public Investment) delete the Maximum Public Investment amount of “\$807,864.79” and replace with “\$909,687.32”, and add the following new sentence at the end of the paragraph:

This Maximum Public Investment amount does not include any authorized change orders made to the Streetscape Improvements pursuant to Sections 3.2.3.4 and 3.2.3.6, which may result in an increase in the Guaranteed Maximum Streetscape Price.

4. In the first Section 2.15 (Streetscape Improvements) at the end of the first listed item that begins “(a) demolition of sidewalk, curb & gutter . . .”, delete the phrase “west of the centerline of Ninth St.” and replace with “along the parking lane of the west side of Ninth St. (approximately 8 feet side).”

5. At the end of the 3<sup>rd</sup> sentence of Section 2.16 Streetscape Improvements Budget) delete the Streetscape Improvements Budget amount of “\$767,864.79” and replace with “\$869,687.32”.

6. At the end of the 3<sup>rd</sup> sentence of Section 2.16 Streetscape Improvements Budget) delete the Streetscape Improvements Budget amount of “\$767,864.79” and replace with “\$869,687.32”.

7. In the Section 3.2.3.3 (Failure to Enter into Construction Contract), in the first sentence deleted “October 1, 2013” and replace with “January 1, 2014”.

8. In the Section 3.2.4.7 (Completion of the Streetscape Improvements by the City), at the end of “(i)” deleted “October 1, 2013” and replace with “January 1, 2014”.

9. In the Original Contract, delete all reference to “Exhibit C” and replace with “Exhibit C (Revised 10-10-2013)”.

10. Add new “Exhibit C (Revised 10-10-2013)”, which is attached to this Amendment.

11. Add the following new Section 12.16 to the Original Contract:

**12.16 E-Verify Compliance.** The Company represents and covenants that the Company and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this

section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

IN WITNESS WHEREOF, the City and the Company have caused this Amendment to be executed under seal themselves or by their respective duly authorized agents or officers.

**CITY OF DURHAM**

ATTEST:

\_\_\_\_\_

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

Preaudit Certification:

**COMPANY**

CPGPI REGENCY DEVELOPMENT, LLC  
a North Carolina limited liability company

By: REGENCY CENTERS, L.P.  
a Delaware limited liability company, its Manager

By: REGENCY CENTERS CORPORATION,  
its General Partner

(Affix corporate seal)

By \_\_\_\_\_

Acknowledgement by CPGPI REGENCY DEVELOPMENT, LLC:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ personally appeared before me this day and stated that he is \_\_\_\_\_ of REGENCY CENTERS CORPORATION, in its capacity as General Partner of REGENCY CENTER, L.P., a Delaware limited liability company, in its capacity as Manager of CPGPI REGENCY DEVELOPMENT, LLC a North Carolina limited liability company, and that by authority duly given and as the act of the company, he signed the foregoing Amendment with the City of Durham and the corporate seal was affixed thereto.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)