

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT (this “Amendment”) is made and executed as of the ____ day of October 2019, between **CONTECH PROPERTIES, LLC**, a North Carolina limited liability company, as “Landlord,” and **Wake County**, a body politic and corporate as “Tenant.”

WHEREAS, Landlord and Tenant previously entered into a Lease dated as of October __, 2019 (the “Lease”) concerning the lease of approximately 18,000 net rentable square feet, located at 5809 Departure Drive, Raleigh, N.C., Suite Number 104, 106 and 108 known as Contech 2 (“Original Demised Premises”);

WHEREAS, the Parties desire that the Premises under the original Lease shall be expanded to include approximately 5,867 additional RSF, known as Suite 102 and shown on the floor plan of the Building attached to the original Lease as Exhibit “D” and reattached hereto for reference (the “Expansion Space”); and

WHEREAS, Landlord and Tenant now desire to amend the Lease in certain respects as contained herein.

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree to amend the Lease as follows:

1. **Lease Term for Expansion Space.** As contemplated in Section 29 of the original Lease, the Term of this Lease for the Expansion Space shall be one-hundred and thirty-seven (137) months beginning on the Expansion Space Commencement Date.
2. **Rent.** The Rent for the Expansion Space, to be paid in addition to the Rent for the Original Demised Premises, set forth in the original Lease, shall be computed as follows:

Month(s)	Dates	Rental Rate/SF	Monthly	Annual
8-12	2/1/21-6/30/21	\$14.00	\$6,844.83	\$34,224.17
13-24	7/1/21-6/30/22	\$14.35	\$7,015.95	\$84,191.45
25-36	7/1/22-6/30/23	\$14.71	\$7,191.35	\$86,296.24
37-48	7/1/23-6/30/24	\$15.08	\$7,371.14	\$88,453.64
49-60	7/1/24-6/30/25	\$15.45	\$7,555.42	\$90,664.98
61-72	7/1/25-6/30/26	\$15.84	\$7,744.30	\$92,931.61
73-84	7/1/26-6/30/27	\$16.24	\$7,937.91	\$95,254.90
85-96	7/1/27-6/30/28	\$16.64	\$8,136.36	\$97,636.27
97-108	7/1/28-6/30/29	\$17.06	\$8,339.76	\$100,077.18
109-120	7/1/29-6/30/30	\$17.48	\$8,548.26	\$102,579.11
121-132	7/1/30-6/30/31	\$17.92	\$8,761.97	\$105,143.58
133-144	7/1/31-6/30/32	\$18.37	\$8,981.01	\$107,772.17

3. **Demised Premises.** From the Expansion Space Commencement Date forward, the Demised Premises shall include the Original Demised Premises (approximately 18,000 square feet) along with the additional the Expansion Space (approximately 5,867 square feet as contemplated in paragraph #29 of the Lease) for a total of 23,867 square feet located at 5809 Departure Drive, Raleigh, NC, Suite Numbers 102, 104, 106 and 108.
4. **Entire Agreement.** This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Landlord and Tenant with respect to the subject matter of this Amendment. In the event of any conflict in the Lease and this Amendment, this Amendment shall control.
5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or scanned documents were an original executed counterpart.
6. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns.

[The remainder of this page is intentionally left blank. The next page is the signature page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

LANDLORD:

SUNSPEC PROPERTIES, LLC, a North Carolina Limited Liability Company

By: _____
Alison Uthe, Manager

Date: _____

TENANT:

WAKE COUNTY, a body politic and corporate

By: _____
David Ellis
Title: Manager

Date: _____

Expansion Space

