

**NORTH CAROLINA**

**CHATHAM COUNTY**

**THIS FIRST AMENDMENT TO AGREEMENT** (this “First Amendment”), is made and entered into this \_\_\_\_ day of June, 2017, by and between **CHATHAM COUNTY**, a body politic and corporate of the state of North Carolina (the “**County**”) and **CHATHAM TRADES, INC.**, a North Carolina nonprofit corporation having its registered office in Chatham County, North Carolina (“**Chatham Trades**”). The County and Chatham Trades may hereinafter be referred to as a “Party” or collectively as “Parties”;

**W I T N E S S E T H:**

**WHEREAS**, the County and Chatham Trades entered into an agreement dated the 7<sup>th</sup> day of August, 2014 under the terms of which the County agreed to appropriate and pay funds to Chatham Trades to be used to purchase land and construct a building for the purposes therein stated (the “Agreement”); and

**WHEREAS**, Paragraph 11 of the Agreement provided that the Agreement would automatically terminate if a building permit had not been issued and substantial work on the building was not completed on or before June 30, 2016; and

**WHEREAS**, at the request of Chatham Trades, the County agreed to extend such deadline from June 30, 2016 to June 30, 2017; and

**WHEREAS**, Chatham Trades has again requested and the County has again agreed to extend such deadline to December 31, 2017;

**NOW, THEREFORE**, for and in consideration of premises and the mutual benefits flowing to the Parties, the County and Chatham Trades agree as follows:

1. Paragraph 11 of the Agreement is amended to provide that the Agreement shall automatically terminate if a building permit has not been issued and substantial work to upfit, improve, construct, or purchase a Building has not commenced on or before December 31, 2017.

Except as amended by this First Amendment of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, Chatham County and Chatham Trades have executed this Agreement as of the day and year first above written.

CHATHAM COUNTY

CHATHAM TRADES, INC.

By: \_\_\_\_\_  
Renee F. Pascal, County Manager

By: \_\_\_\_\_  
Shawn Poe, Executive Director

North Carolina  
\_\_\_\_\_ County

I \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that Shawn Poe personally appeared before me this day and acknowledged that she is the Executive Director of Family Violence and Rape Crisis Services, a North Carolina nonprofit corporation, and as Executive Director, being authorized to do so, executed the foregoing instrument on behalf of said corporation.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of North Carolina

\_\_\_\_\_  
Printed Name

(Affix Notary Seal)

My Commission Expires: \_\_\_\_\_

North Carolina  
\_\_\_\_\_ County

I \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that Renee Paschal personally appeared before me this day and acknowledged that she is the County Manager of Chatham County, and being authorized to do so, executed the foregoing instrument on behalf of said County.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State of North Carolina

\_\_\_\_\_  
Printed Name

(Affix Notary Seal)

My Commission Expires: \_\_\_\_\_