NORTH CAROLINA

FIRST AMENDMENT TO LEASE

CHATHAM COUNTY

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), made this _______ day of May, 2016, by and between **Edward Rogers and wife, Donna Rogers,** ("Landlord") whose mailing address is 6148 NC 54, Mebane, North Carolina 27302 and **Chatham County** ("Tenant") whose mailing address is Post Office Box 1809, Pittsboro, North Carolina 27312;

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement (the "Lease Agreement") dated July 17, 2006, leasing a certain parcel of real estate located in Chatham County and more particularly described in Deed Book 0452, Page 0076, in the Chatham County Register of Deeds office; and

WHEREAS, Lessor and Lessee desire to amend the Lease, as set forth herein, to extend the term and increase the rent;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

The Lease Agreement is amended as follows:

1. <u>TERM</u>: The term shall be extended (1) one year, beginning <u>July 1, 2016</u> and ending <u>June</u> <u>30, 2017</u>. Tenant shall have the option to extend the Lease for one (1) additional year at the same rent upon written notice to Landlord given not less than thirty (30) days prior to the end of the term.

2. <u>RENT</u>: The monthly_rent shall increase to \$1,546.03 (based on CPI-U).

In the event of any inconsistencies between the Lease Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease Agreement is unmodified and remains in full force and effect. Each reference in the Lease Agreement shall be deemed also to include this Amendment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this First Amendment as of the ____day of _____, 2016.

LANDLORD

TENANT

Edward Rogers

Donna Rogers

Renee F. Paschal, County Manager

This Instrument has been pre-audited in the manner prescribed by the Local Government Fiscal Budget Act.

Vicki McConnell, Finance Officer