

NORTH CAROLINA
CHATHAM COUNTY

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (this "Extension Agreement"), dated and made effective this **1st day of July, 2017** by and between Chatham County, a body politic and corporate of the State of North Carolina ("Landlord"), whose mailing address is Post Office Box 1809, Pittsboro, North Carolina 27312 and Young Men's Christian Association of the Triangle Area ("YMCA"), ("Tenant"), whose mailing address for notices is 801 Corporate Center Drive, Suite 200, Raleigh, North Carolina 27607.

W I T N E S S E T H:

WHEREAS, on or about the 21st day of April, 2005, Tenant leased certain space in the Performance Building located at 964 East Street in Pittsboro, North Carolina (the "Performance Building") from Performance Investment Company, LLC, a copy of which lease is attached hereto as Appendix 1, and incorporated herein by reference (the "Lease"); and

WHEREAS, on or about the 28th day of October, 2008, Landlord purchased the Performance Building, including the space leased to Tenant, from Performance Investment Company, LLC, and by virtue of such purchase, and the assignment of the Lease, became Landlord under the Lease; and

WHEREAS, the Lease did not contain a legal description for the spaced leased to Tenant under the Lease (the "YMCA Premises"), but Landlord and Tenant subsequently agreed on a description for the YMCA Premises in a Lease Extension Agreement dated the 19th day of March, 2012 (the "2012 Lease Extension"); and

WHEREAS, the initial five (5) year term of the Lease was extended by the 2012 Lease Extension until the 30th day of June, 2014, the rent for the YMCA Premises was reduced to \$3,600 per month in exchange for Landlord's employees and family members paying discounted YMCA dues, and, in addition, Office Number 206 (the "Upstairs Office") was leased to Tenant for \$250 per month; and

WHEREAS, Landlord and Tenant again extended the term of the Lease to the 30th day of June, 2017; and

WHEREAS, Tenant has requested, and the County has agreed, that the term of the Lease be changed to a month to month term beginning **July 1, 2017**.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. **Term.** The term of the Lease shall be month to month beginning **July 1, 2017**. Either party may terminate on thirty (30) days written notice to the other party.

2. Other Terms and Conditions. Except as expressly modified by this Lease Extension Agreement, the Lease Agreement attached hereto as Appendix 1 shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first written above.

CHATHAM COUNTY

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE TRIANGLE
AREA, INC.

By: _____
Renee F. Paschal, County Manager

By:  _____
Bryan Huffman, CFO