

AMENDMENT

This Contract Amendment (this “Amendment”) is hereby entered into by and between the Department of Commerce (the “Department”) and Economic Development Partnership of North Carolina, Inc., (the “Contractor” and, together with the Department, the “Parties”).

By this Amendment, the Parties amend their Contract entered on October 6, 2014, respectively (the “Contract”), as follows:

1. The Contract is amended, effective as of July 1, 2016, by adding a new subparagraph to Attachment B – Scope of Work, to read as follows:

Contractor will generate military and defense-related investment leads on behalf of the North Carolina Department of Military and Veterans Affairs (DMVA) as described in the attached Memorandum of Understanding (the “MOU”) as executed by the Department and DMVA on the 27th day of September, 2016. The Department shall pay Contractor to assume these obligations through funds appropriated to DMVA pursuant to the terms of the MOU. Commerce shall pay Contractor in installments according to the schedule established in Attachment C of the Contract.

2. The Contract is amended, effective as of July 1, 2016, by replacing all text in Attachment E – Work Site Disclosure Form, with the following:

U.S. Locations At Which Contract Work Will Be Performed By The Contractor and the Contractor’s Subcontractors

As the contractor’s organizational needs evolve, these locations are subject to change, e.g. when the contractor terminates or procures office locations beyond its main headquarters. The contractor pledges to make known the most current status of these locations immediately upon request.

Non-U.S. Locations At Which Contract Work Will Be Performed By The Contractor and the Contractor’s Subcontractors

As the contractor’s organizational needs evolve, these locations are subject to change, e.g. when the contractor makes changes to its international representation for trade and/or investment and/or tourism. The contractor pledges to make known the most current status of its international representation immediately upon request.

Except as set forth in this Amendment, all other terms and conditions of the Contract shall remain unaltered and in full force and effect. Should there arise any conflict, discrepancy or ambiguity between the terms and conditions contained in the Contract and the terms and conditions of this Amendment, the terms and conditions contained in this Amendment shall govern and prevail.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

This agreement made and entered into this ____ day of _____, 2016.

N.C. Department of Commerce

**Economic Development Partnership of North
Carolina, Inc.**

Signature

Signature

John E. Skvarla III

Christopher Chung

Printed Name

Printed Name

Secretary

Secretary

Title

Title

Date

Date