

FIRST AMENDMENT TO
COVENANT
By And Between
THE PRESBYTERY OF WEST VIRGINIA
And
THE FRIENDS OF BLUESTONE

This **FIRST AMENDMENT** (the "Amendment"), dated as of the latest signature date, to the Covenant (as defined below) is entered into by and between The Presbytery of West Virginia, a non-profit organization, with offices in South Charleston, West Virginia ("PWV"), and The Friends of Bluestone, a West Virginia non-profit corporation with offices in Princeton, West Virginia ("FOB"). PWV and FOB are each a "Party" and collectively the "Parties".

WITNESSETH

WHEREAS, the Initial Term of the Covenant terminates, on December 31, 2010; and,

WHEREAS, the FOB has met the provisions Article 1.2 of the Covenant; and,

WHEREAS, Article 1.3 of the Covenant provides that the Parties may mutually extend the agreement (First Renewal Term)

NOW, THEREFORE, both Parties desire to amend and revise this Covenant to sustain the ministry of Bluestone. The amended terms are as follows:

1. Article 1 -Term

- 1.1 The First Renewal Term of this Covenant shall commence on January 1, 2011 and continue through December 31, 2012 during which the PWV and FOB will cooperatively work to develop alternative financial support solutions for Bluestone.
- 1.2 Upon expiration of the First Renewal Term, the cash contributions from FOB will be measured against 95% of the accumulative goals set forth in Article 5. Should that benchmark not be achieved, this agreement shall terminate automatically.
- 1.3 Should the goals described in Article 1.2 be satisfied, a continuation of the Covenant beyond expiration of the First Renewal Term, Additional Renewal Terms may be contemplated, and the Parties may mutually extend the agreement (Second Renewal Term, Third Renewal Term, etc) and update the Business Plan as shown in Article 5 for each agreed to time period.

2. Article 5 - Funding Provision for the Renewal Term

5.1 Year 2011

- (a) PWV will commit to (i) an annual cash contribution of \$45,000, or (ii) should general economic conditions require a reduction in the overall PWV budget, the annual cash contribution in (i) above to Bluestone will be no less than five (5) percent of the PWV annual budget.
- (b) FOB will contribute a minimum of \$40,000 cash, disbursed as per Article 4, through the efforts of its annual fund.

5.2 Year 2012

- (a) PWV will commit to (i) an annual cash contribution of \$40,000, or (ii) should general economic conditions require a reduction in the overall PWV budget, the annual cash contribution in (i) above to Bluestone will be no less than five (5) percent of the PWV annual budget.
- (b) FOB will contribute a minimum of \$40,000 cash, disbursed as per Article 4, through the efforts of its annual fund.

3. Definitions

Capitalized terms used herein shall have the same meaning as defined in the Covenant unless they are otherwise defined herein.

4. Conflicts

In the event of a conflict between the provisions of this First Amendment and those of the Covenant, the provisions of this First Amendment shall govern and control.

5. Entire Agreement

This First Amendment contains the entire agreement of the Parties with respect to the Covenant, and hereby expressly supercedes and replaces any other agreement, whether written or oral, with respect thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on their behalf by their respective representatives thereunto duly authorized as of the latest date written below.

Presbytery of West Virginia

Friends of Bluestone

Date _____

Date _____