

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "**Second Amendment**") is made as of _____, 2026 (the "**Effective Date**") by and between Scythe Monroe LLC, a North Carolina Limited Liability Company ("**Lessor**"), and Union County, North Carolina ("**Lessee**").

RECITALS

A. Lessor and Lessee are parties to that certain Commercial Lease Agreement dated October 22, 2010, as amended by that certain Amendment #1 (collectively the "**Lease**"), wherein Lessee leases from Lessor approximately 9,000 square feet of the building containing approximately 11,500 square feet located at 2630 Nelda Drive, Monroe, North Carolina (the "**Demised Premises**").

B. The Term of the Lease expires as of February 28, 2026.

C. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease.

AGREEMENT

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree, intending to be legally bound, as follows:

1. **Extension of Term; Renewal Term.** The Term of the Lease shall be extended for a period of three (3) years commencing on March 1, 2026 up to and including February 28, 2029 (the "**Extended Term**").

Additionally, provided that Lessee is not in default hereunder, Lessee shall be permitted a single renewal term of three (3) years (the "**Renewal Term**" and together with the Extended Term, the "**Term**") commencing upon the expiration of the Extended Term and to be exercised in writing (the "**Renewal Notice**") by Lessee no less than one hundred eighty (180) days prior to the expiration of the Extended Term.

2. **Rent.** Rent for Extended Term shall be as follows:

Extended Term (Year 1)	\$117,727.80/annum	\$9,810.00/month
Extended Term (Year 2)	\$135,386.97/annum	\$11,282.25/month
Extended Term (Year 3)	\$155,695.02/annum	\$12,974.58/month

Within thirty (30) days of Lessor's receipt of a timely delivered Renewal Notice, Lessor shall advise Lessee in writing of the Rent applicable during the Renewal Term (the "**Renewal Rent Notice**"). Upon receipt of the Renewal Rent Notice, Lessee

shall have thirty (30) days to provide written notice to Lessor either: (a) accepting the Rent for the Renewal Term detailed in the Renewal Rent Notice; or (b) withdrawing its Renewal Notice, in which case the Lease, as amended by this Second Amendment, shall terminate as of the expiration of the Extended Term. In the event that Lessee fails to timely provide its Renewal Notice or otherwise timely respond to the Renewal Rent Notice, Lessee shall be deemed to have waived its right to exercise the Renewal Term and the Lease, as amended by this Second Amendment, shall terminate as of the expiration of the Extended Term.

3. **Estoppel Certificates.** Lessee shall, within five (5) days after request, execute and deliver any estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested.

4. **Miscellaneous.**

- a. Lessee represents and warrants to Lessor that Lessee does not have any claims, defenses or other causes of action against Lessor arising out of the Lease and to the extent any such claims, defenses or other causes of action may exist, whether known or unknown as of the date of this Second Amendment, such items are hereby waived by Lessee.
- b. Except as specifically provided herein, all of the terms, provisions, covenants and conditions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.
- c. This Second Amendment shall be construed under the laws of the State of North Carolina without regard to conflicts of law provisions.
- d. If and to the extent any of the provisions of this Second Amendment conflict or are otherwise inconsistent with the Lease, this Second Amendment shall govern and control.
- e. This Second Amendment may be executed in two or more counterparts, each of which shall be one and the same instrument and a duplicate original. Return of an executed copy of this Second Amendment by electronic mail or facsimile transmission shall bind the party so executing and returning such counterpart. Each party represents to the other that the person executing this Second Amendment on its behalf is authorized to do so by all required corporate, partnership or limited liability company action, as appropriate. Lessor and/or Lessee may elect to execute this document through an electronic signature platform (e.g. DocuSign). By signing through said electronic signature platform, and not solely through e-mail acceptance, Lessor and Lessee agree that they have read and understood the Second Amendment, agree to be bound by all of its terms and conditions and hereby waive any defense or counterclaim that electronic signature is an invalid form of signature and acceptance under applicable law.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Commercial Lease Agreement as of the date first set forth above.

LESSOR

Scythe Monroe LLC, a North Carolina Limited Liability Company

Alexander Demetriou, Manager

LESSEE

Union County, North Carolina

Brian Matthews, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Beverly Liles, Finance Director