

NORTH CAROLINA

**SECOND AMENDMENT TO
COMMERCIAL LEASE AGREEMENT**

CUMBERLAND COUNTY

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of November, 2022, by and between THE CITY OF FAYETTEVILLE ("Landlord"), by and through the FAYETTEVILLE PUBLIC WORKS COMMISSION ("Landlord"), a North Carolina public authority, and SOFTACT SOLUTIONS, LLC, a Florida limited liability company ("Tenant").

RECITALS:

A. Landlord, as "Landlord", and Tenant, as "Tenant", entered into that certain Commercial Lease Agreement dated as of March 1, 2021, as the same has been amended by that certain First Amendment to Commercial Lease Agreement dated January 31, 2022 (as amended, the "Lease"), under the terms of which Landlord leased to Tenant certain premises commonly known as 201 Hay Street, Suite 102, Fayetteville, North Carolina.

B. The parties hereto desire to so amend certain provisions of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the promises and conditions provided for herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree that the term of the Lease shall be extended through February 29, 2024 (such that the term expiration date as set forth in Section 2 is hereby amended to read February 29, 2024).

2. The base rent, as such term is defined in Section 3 of the Lease, as it pertains to the period beginning March 1, 2023 and ending on February 29, 2024, is hereby amended as follows:

RENT SCHEDULE:	Monthly Rent
March 2023 – February, 2024	\$2,992.46

3. Tenant acknowledges and agrees that Tenant is the "Tenant" under the Lease; the Lease is in full force and effect and has not been modified or amended except as provided herein; Tenant has no lien and claims no lien against, charge, claim of offset or deduction from the rentals and other sums due and becoming due under the Lease; and, to the best of Tenant's knowledge, there exist no uncured defaults by Landlord under the Lease, nor event that with the passage of time or giving of notice or both would be a default under the Lease.

4. Terms not defined herein shall have the meanings set forth in the Lease.

5. This Agreement shall be binding upon, and shall inure to the benefit of Landlord, Tenant and their respective successors and assigns. Each party represents and warrants that all consents or approvals required of third parties for the execution, delivery and performance of this Agreement have been obtained and each party has the right and authority to enter into and perform its covenants contained in this Agreement.

6. This Agreement represents the final agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute one and the same instrument.

8. The Recitals are deemed to be an integral part of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Agreement the day and year first above written.

LANDLORD:

**THE CITY OF FAYETTEVILLE
BY AND THROUGH THE
FAYETTEVILLE PUBLIC WORKS COMMISSION**

BY: _____ [Seal]
Marion J. Noland, Interim CEO/General Manager

TENANT:

SOFTACT SOLUTIONS, LLC


By: Daron Long
Its: Director of Business Operations