

Site: 004954
Land Unit: 057390
Project No: 004954-204562

STATE OF NORTH CAROLINA

AMENDMENT TO LEASE

COUNTY OF JACKSON

THIS AMENDMENT OF LEASE (“Amendment”) is made and entered into as of the _____ day of _____, 2017, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, whose mailing address is Lease Administration, 550 South Tryon Street, DEC 22A, Charlotte, North Carolina 28202 (“Lessor”), and **JACKSON COUNTY, NORTH CAROLINA**, whose mailing address is 41 Grindstaff Cove Road, Sylva, North Carolina 28779 (“Lessee”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated October 30, 2012 (the “Lease”), that permits the Lessee to use the “Leased Premises” (as such term is defined in the Lease) for a staffed recycling center (“SRC”) under the County Solid Waste Disposal Plan, which Lease expires on August 1, 2017; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment for the purpose of extending the termination date to August 1, 2018, and providing for automatic renewal thereafter upon certain terms and conditions.

NOW THEREFORE, for and in consideration of the foregoing premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee intending to be bound hereby, do hereby amend the Lease, as follows:

- (1) The term of the Lease shall be extended to August 1, 2018 (the “Extension Term”).
- (2) The Lease shall automatically renew annually at the end of the Extension Term upon submission of an invoice from Lessor to Lessee and payment of the rental fee stated in the invoice by Lessee.
- (3) Lessee shall pay to Lessor an annual rental fee payable on or before August 1st of each year. The annual rental fee due on August 1, 2017, shall be Nine Hundred Fifty-Five and No/100 Dollars (\$955.00). The annual rental fee shall increase by three (3%) on each annual anniversary of the Extension Term.
- (4) Paragraph 13 of the Lease shall be amended to change the notification period required for termination of the Lease from sixty (60) days written notice to ninety (90) days written notice.
- (5) The address for Notices to Lessor as described in Paragraph 14 of the Lease shall be:

Notices and Correspondence
Duke Energy Carolinas, LLC
Attn: Keith McGuinness
550 South Tryon Street, DEC22A
Charlotte, NC 28202

Rent Payments
Duke Energy Carolinas, LLC
Attn: Lease Administration
550 South Tryon Street, DEC22A
Charlotte, NC 28202

Except as amended by this Amendment, the terms of the Lease are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed this the day and year first above written.

LESSOR:
Duke Energy Carolinas, LLC
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

LESSEE:
Jackson County, North Carolina

By: _____
Name: _____
Title: _____