

NORTH CAROLINA

JOHNSTON COUNTY

**COMMERCIAL LEASE RENEWAL/EXTENSION
AGREEMENT**

THIS COMMERCIAL EASE RENEWAL/EXTENSION AGREEMENT (hereinafter, "Extension Agreement") made and entered into this _____ day of _____, 2019, by the Town of Benson, a North Carolina Municipal Corporation (hereinafter, "Landlord"), and Partnership for Children of Johnston County, Inc., a North Carolina Non-Profit Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on or about the 9th day of February, 2016, Tenant leased certain space in the Old Benson Middle School Building located at 319 South Elm Street in Benson, North Carolina (hereinafter, the "Premises") from Landlord, a copy of which lease is attached hereto as Exhibit "B", and incorporated herein by reference (the "Original Lease"); and

WHEREAS, on or about the 10th day of January 2017 the Original Lease was extended by mutual agreement of the Parties for a term expiring December 31, 2017; and

WHEREAS, on or about the 9th day of January 2018, the Original Lease, as extended, was re-extended for a term expiring December 31, 2018;

WHEREAS, the Original Lease set out provision in Article 3 thereof for determination of a renewal rental rate which is to be based on Tenant's "Average Utility Bill Charge" as therein defined, and further, the Parties have determined and agree that Tenant's "Average Utility Bill Charge" to be Seven Hundred and No/100 Dollars (\$700.00) which shall be the monthly rental rate under this renewal/extension;

WHEREAS, the Parties wish to make an additional extension of the Leasehold under such terms herein provided;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

The Original Lease, as extended, is hereby renewed and extended once again, subject to terms herein contained and as set forth in the Original Lease, insofar as such Original Lease terms do not conflict herewith, for TWELVE additional months, commencing January 1, 2019 until December 31, 2019.

2. RENTAL SCHEDULE & HOLDOVER

The rent shall be payable by Tenant as follows:

A total amount of EIGHT-THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$8,400.00) payable in equal monthly installments of Seven Hundred Dollars (\$700.00) per month commencing January 1, 2019 and continuing each month thereafter until December 1, 2019.

If Tenant should remain and holdover upon the Premises after the expiration of the Lease term set forth hereinabove, then and in such event Tenant shall not enjoy any more than a month-to-month tenancy at will terminable at the will of either party as provided by law and expressly does not enjoy a leasehold tenancy for years of any sort.

3. OTHER TERMS AND CONDITIONS

Except as expressly modified by this Extension Agreement, all those terms and conditions set forth in the Original Lease shall remain in full force and effect during the entire term of this Extension Agreement.

4. DEMISED PREMISES DESCRIPTION

The premises demised to Tenant hereunder shall be the same location occupied by Tenant under the Original Lease, said demised premises being further identified and depicted on attached Exhibit "A", and incorporated herein by reference.

5. EXECUTION BY PARTIES

The Parties acknowledge this Extension Agreement must be approved by vote of the Town of Benson Board of Commissioners (the "Board"), which approval is to be obtained at the next scheduled meeting thereof. Parties acknowledge this approval may occur after lease renewal inception and waive any objection thereto.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGES FOLLOW]

*The Parties hereby acknowledge execution of this Agreement after the effective date of same and hereby waive any claim against one another related to the ex post execution of said Agreement. (IF APPLICABLE)

Initialed: Tenant _____ Landlord _____

EXECUTED by Tenant as of the _____ of _____, 2019.

Partnership for Children of Johnston County, Inc. a North Carolina Non-Profit Corporation

By: _____ (SEAL)

Title: _____

Printed name: _____

EXECUTED by Landlord as of the _____ of _____, 2019.

Town of Benson, a North Carolina Municipal Corporation

Town of Benson:

By: _____ (SEAL)

Jerry Medlin, Mayor

ATTEST:

_____ (SEAL)

Terry Hobgood, Town Clerk

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[NOTARY PAGES FOLLOW]

NORTH CAROLINA
JOHNSTON COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ as _____ of Partnership for Children of Johnston County, Inc., a North Carolina Non-Profit Corporation personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed as an act and on behalf of the Corporation.

Witness my hand and notarial seal/stamp, this ____ day of _____, 2019.

Notary Public

My commission expires:

NORTH CAROLINA
JOHNSTON COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Jerry Medlin as Mayor of the Town of Benson, North Carolina personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein expressed as an act and on behalf of the Town.

Witness my hand and notarial seal/stamp, this ____ day of _____, 2019.

Notary Public

My commission expires:

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