

SECOND AMENDMENT TO LEASE AGREEMENT

This Amendment to the Lease Agreement (this "Amendment") is made this 30 day of May, 2019, by and between the City of Asheville, a body politic, and corporate, organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "City ") and DeWine Seeds-Silver Dollar Baseball, LLC. a North Carolina Limited Liability Corporation (hereinafter referred to as "DeWine") the City and DeWine are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, the City and DeWine entered into a Lease Agreement dated December 14, 2012 (the "Agreement") whereby the City granted DeWine a Lease to occupy the premises located at 30 Buchanan Place, Asheville, NC 28801, as further described in the Lease; and

WHEREAS, the City and DeWine extended that Lease Agreement until December 31, 2018 at 11:59 pm. with all original terms intact; and

WHEREAS, the Asheville City Council approved Resolution No. 18-307 on December 11, 2018 granting a 6 month extension of the Lease until the end of June 2019; and

WHEREAS, the Parties desire to amend the Lease as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly set forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Lease.
2. Term: The second section, "TERM", of the Lease is hereby deleted in its entirety and replaced with the following:

"Term: this lease shall be for a period commencing on January 1, 2019 (the "commencement date") and terminating on June 30, 2019 at 11:59 p.m. (the "termination date")."
3. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties thereto.
4. The Lease and this Amendment contain all agreements, promises or understandings between DeWine and the City and no verbal or oral agreements, promises or understandings shall be binding upon either DeWine or the City in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and the Administration shall be void and ineffective unless made in writing and signed by the Parties. In the event, any provision of the Lease and this amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the License and this Amendment.
5. The Amendment shall become effective immediately upon the signatures of both parties on this document.

(SIGNATURES TO FOLLOW)

DeWine Seeds-Silver Dollar Baseball, LLC

By: [Signature]

Brian DeWine

Its, Managing member

President and Member Manager

ATTEST:

City of Asheville

Magdalene Burleson

Magdalene Burleson, City Clerk

By: [Signature]

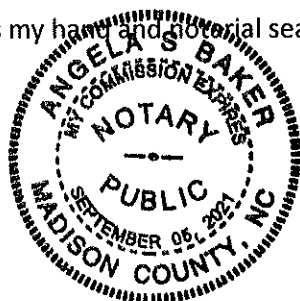
Debra Campbell, City Manager

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Angela S. Baker, a Notary Public of the County and State aforesaid, certify that Brian DeWine personally appeared before me this day and voluntarily acknowledged his/her due execution of the foregoing instrument as the Member Manager of DeWine Seeds-Silver Dollar Baseball LLC.

Witness my hand and notarial seal, this the 24 day of May, 2019.



Angela S. Baker

My commission expires: 9/5/2021

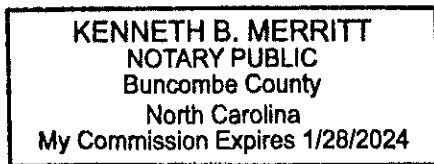
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Kenneth B. Merritt, Notary Public of the County and State aforesaid certify that Magdalen Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this 30 day of May, 2019.



Notary Public: Kenneth B. Merritt
Type or Print name: Kenneth B. Merritt
My Commission Expires: 1-28-2024