

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "**Amendment**") is entered into as of _____, 2025 (the "**Amendment Effective Date**"), by and between Evergreen-Fern LTD, a Texas limited partnership, as successor in interest to Single Tenant Realty I, LTD, a Texas limited partnership, as successor in interest to DMK Development-Clifton, LLC, a Michigan limited liability company ("**Landlord**"), and Tractor Supply Co. of Texas, LP, a Texas limited partnership ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease dated November 18, 2015, as amended by that First Amendment to Lease dated May 4, 2016 (collectively, the "**Lease**") for that certain real property located at or about 1207 N Avenue G in the City of Clifton, County of Bosque, State of Texas, as more particularly described in the Lease (the "**Demised Premises**"); and

WHEREAS, the Term of the Lease will expire on April 30, 2026; and

WHEREAS, Tenant desires to extend the Term of the Lease, as Tenant may elect to invest in nonstructural capital improvements (such as a potential garden center, feed room, propane facilities, or cosmetic upgrades); and

WHEREAS, Landlord and Tenant have agreed to modify the Term and the rent under the Lease as set forth herein.

NOW, THEREFORE, for covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals; Defined Terms. The recitals above are true and correct and are hereby incorporated herein. Except as otherwise defined herein, any defined terms in this Amendment shall have the same meaning as in the Lease.
2. Term; Rent. The Lease is hereby amended to extend the current Term of the Lease by an additional ten (10) years through April 30, 2036, and the rent for this extended term is as follows:

PERIOD	MONTHLY RENT	ANNUAL RENT*
Current – 4/30/2026	\$ 15,675.00	\$ 188,100.00
5/1/2026 – 4/30/2031	\$ 16,929.00	\$ 203,148.00
5/1/2031 – 4/30/2036	\$ 17,775.45	\$ 213,305.40

*The amount for Monthly Rent shall control in the event of conflict with the Annual Rent amounts.

3. Extension Terms and Rent. Effective upon the Amendment Effective Date and notwithstanding anything to the contrary contained in the Lease, including, without limitation, Section 13 thereof, Tenant shall be entitled to extend the term of this Lease for four (4) additional periods of five (5) years each (each an "**Extension Term**") at the rental amounts stated herein, on the same terms and conditions as set forth in the Lease, as amended, except as to the number of Extension Terms and rent for such Extension Terms. Tenant may extend the term of this Lease by giving Landlord written notice at least ninety (90) days prior to the expiration of the then-current term.

PERIOD	MONTHLY RENT	ANNUAL RENT
5/1/2036 – 4/30/2041 (First Extension Term)	\$ 19,197.49	\$ 230,369.83
5/1/2041 – 4/30/2046 (Second Extension Term)	\$20,733.28	\$ 248,799.42
5/1/2046 – 4/30/2051 (Third Extension Term)	\$ 22,391.95	\$ 268,703.37
5/1/2051 – 4/30/2056 (Fourth Extension Term)	\$ 24,183.30	\$ 290,199.64

4. Tenant Improvement Allowance. In consideration of Tenant entering into this Amendment, Landlord covenants to pay, and shall pay to Tenant without offset, deduction, demand, defense, or otherwise, a Tenant improvement allowance (the "**TIA**") in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). The TIA shall be paid by Landlord to Tenant by January 9, 2026. In the event Landlord does not pay the TIA to Tenant by January 9, 2026, Landlord authorizes Tenant to deduct the amount of the TIA and accrued interest from future rent payable. Interest on the unpaid TIA shall be at the per annum rate of interest equal to five percent (5%) plus the "prime rate" as reported by *The Wall Street Journal*, or at the maximum rate permitted by applicable law, whichever is less, on all TIA due to Tenant by Landlord from the date due until such amount is paid in full.

5. Capital Improvements and Alterations. Section 31 (Alterations) of the Lease is deleted in its entirety and replaced with the following:

Tenant may from time to time make alterations, changes or improvements in, on and to the Demised Premises, provided any such alterations, changes or improvements shall be professionally designed and installed at Tenant's sole cost and expense in a good and workmanlike manner and in accordance with all applicable Laws ("**Tenant**

Improvements”). Tenant may make non-structural and structural Tenant Improvements at any time, provided Tenant shall provide Landlord with notice of any structural Tenant Improvements and such structural Tenant Improvements shall have no adverse effect on the structural integrity of the Demised Premises. For purposes of this Section, alterations shall be considered “structural” only if they alter the function of the foundation, load bearing walls, structural steel, footings or roof. Tenant shall obtain and timely pay for all permits required for Tenant Improvements, and Landlord agrees to execute any permit applications or consents required to be executed by the property owner in a timely manner upon Tenant’s reasonable request therefor.

Landlord acknowledges that Tenant may invest in capital improvements to the Demised Premises to better serve its customers and the community and in support of Tenant’s sustainability and telecommunications goals; and such improvements may include (i) interior painting and installation of a pet wash station, a pet veterinary clinic, and a tankless water heater; (ii) exterior painting, refreshing, repairs, installation or relocation of a 1,000-gallon propane dispensing tank, and installation of a greenhouse/garden center and a drive-thru feed center in the Fenced Outdoor Display Area; (iii) improvements that support the Tenant’s goals to reduce carbon emissions through energy efficiency, cleaner technologies and renewable energy; and (iv) improvements that support the Tenant’s goals to promote and provide broadband capabilities to rural communities. Tenant may, but shall not be obligated to, remove any greenhouse or other Tenant Improvements in the Fenced Outdoor Display Area at any time during the Term or at the end of the Term.

6. Notices. Section 49 (Notices) of the Lease is deleted in its entirety and replaced with the following:

All notices required under this Lease shall be given in writing and shall be deemed to have been properly served when transmitted by any of the methods provided in the table below:

<u>METHODS OF GIVING NOTICE:</u>	<u>RECEIPT DEEMED TO BE:</u>
Certified mail, return receipt requested	Date of delivery or rejection, or date notice is deemed unclaimed by carrier.
Hand-delivered	Date of delivery or rejection
Nationally recognized courier	Date of delivery or rejection, or date notice is deemed unclaimed by carrier
Electronic mail	Date of transmission, subject to the conditions below

To Tenant at:

Lease Administration Department
Tractor Supply Co. of Texas, LP
5401 Virginia Way
Brentwood, TN 37027
Telephone: (615) 440-4000
Email: TSC_Notices@tractorsupply.com

To Landlord at:

Evergreen-Fern, Ltd.
c/o TLC Realty, Inc.
4100 Heritage Ave., Suite 105
Grapevine, TX
Telephone: (817) 358-8600, ext. 22
Email: tim@tlcrealtygrapevine.com

or such other place or places as either party may designate in writing in accordance with this Section. Any notice of transfer of ownership of the Demised Premises shall be accompanied by evidence of transfer of ownership (e.g. deed, court order, deed in lieu of foreclosure), an assignment and assumption of lease agreement executed by both assignor and assignee, the new owner's name, physical address, telephone number, and email address. Any notice sent to the Demised Premises, or to any contractor, agent or insurer of Tenant, shall be deemed not received by Tenant and shall not be considered effective notice.

Email. Notices and documents required under the Lease may be given via electronic mail, provided default notices and notices given to terminate the Lease sent by electronic mail shall not be deemed received unless acceptance of such notice is acknowledged by the recipient. Landlord and Tenant shall have a duty to acknowledge receipt of a notice transmitted by electronic mail.

7. Third Party Consent. Landlord represents and warrants that no third-party consents are required for this Amendment to be binding on Landlord, its successor or assigns, whether such successor or assign succeed Landlord by operation of law or otherwise, or, if any such consents are required, Landlord has obtained such consents. Landlord shall indemnify, defend and hold harmless Tenant, its affiliates and guarantor (if any), from and against all losses, claims, liabilities, damages, and causes of action that may arise due to Landlord's failure to obtain any required approvals.
8. Joint and Several Liability. Should there be more than one person or entity comprising the Landlord, each constituent entity comprising the Landlord is jointly and severally liable for the full performance of Landlord's obligations under this Lease and for Landlord's acts and omissions. Regardless of the number of individuals or entities that comprise Landlord,

Tenant has no obligation under any circumstances to issue, and shall not issue, more than one (1) single check, or other form of payment, to Landlord for rent (including any other payments due to Landlord, as applicable) per month.

9. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns as their interests may appear from time to time.
10. No Further Amendment. Except as herein specifically amended, the Lease is hereby ratified and confirmed. All references to the Lease in this Amendment include the terms, conditions, rights and obligations contained in this Amendment. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall prevail.
11. Electronic Signatures and Transmission; Counterparts. This document, and any amendment or modification thereto or restatement thereof, may be executed in one or more counterparts, including electronic counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one agreement binding on all parties to the document. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this document are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of this document, or any other document contemplated hereby, bearing an original or electronic signature, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of a paper document bearing an original or electronic signature. It is hereby acknowledged by the parties that the enforcement of this provision is recognized under the full faith and credit provisions of the U.S. Constitution and the U.S. Code.

[Signatures appear on following pages.]

**SIGNATURE PAGE
AMENDMENT TO LEASE**

IN WITNESS WHEREOF, the parties have executed this Amendment in multiple counterparts, each of which shall constitute an original document, as of the day and year first above written.

LANDLORD:

EVERGREEN-FERN, LTD,
a Texas limited partnership

By: Evergreen-Fern Management, L.L.C.
A Texas limited liability company
Its General Partner

By: 

Tim Lancaster
President

TENANT:

TRACTOR SUPPLY CO. OF TEXAS, LP,
a Texas limited partnership

By: TRACTOR SUPPLY COMPANY,
a Delaware corporation
its General Partner

By: _____
Robert L. Rogers III
SVP, Real Estate and Construction