

NORTH CAROLINA

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

DARE COUNTY

Finance Director

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT, made and entered into this 2nd day of December 2025, by and between the Town of Southern Shores, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Employer"), and Cliff Ogburn, (the "Employee"), both of whom understand as follows:

RECITALS:

On May 19, 2020 the Employer and Employee entered into a written contract for employment (the "Employment Agreement") whereby Employer would hire Employee to serve as the Town Manager for the Town of Southern Shores; and

The Employment Agreement was first amended on July 11, 2023; and

Employer and Employee each desires to continue the relationship created by the Employment Agreement on the same terms and conditions of the Employment Agreement with certain amendments as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

A. Effective December 2, 2025 Section 8.B. of the Employment Agreement entitled "Other Benefits" shall be replaced with the following:

B. The Employee shall accrue vacation leave at the rate and in the amount available to an employee of the Town based on that employee's years of service to the Town except that, upon hiring, Employee shall be deemed to have five years' experience with the Town for purposes of calculating the rate of Employee's vacation accrual. For each successive year of Employee's service with the Employee shall be deemed to have an additional year of service. For example, after Employee's first year of service to the Town, Employee shall accrue vacation leave as if he had 6 years' service with the Town. Employee shall receive personal leave and emergency leave as provided by Employer's personnel rules and regulations and as applicable to all other

employees of Employer. At the time of termination Employee shall have the right to liquidate accrued annual leave as provided by Employer's personnel rules and regulations, at his then current rate of pay.

IN WITNESS WHEREOF, the Employer has caused this Amendment to Employment Agreement to be signed and executed in its behalf by the Mayor for the Town of Southern Shores and duly attested by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

Mayor

Cliff Ogburn

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney