

### THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Terry Carpenter, Inc., a Nebraska corporation (hereinafter "Owner") and City of Terrytown, Nebraska ("Tenant").

#### WITNESSETH:

WHEREAS, Owner and Tenant are parties to that certain Lease dated February 6, 1998, as amended by that certain Addendum to Lease dated February 6, 1998 and the Second Amendment to Lease dated March 1, 2018 (the "Lease") for the Real Estate located in Terrytown, Nebraska; and

WHEREAS, the term of the Lease is scheduled to expire on February 28, 2023; and

WHEREAS, Owner and Tenant desire to modify and amend the Lease by extending the term for a period of five (5) years to February, 28, 2028 and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants set forth herein, the Lease is hereby amended as follows:

1. Tenant hereby represents and warrants that: (i) it is the Tenant under the Lease; (ii) it has full authority to enter into this Third Amendment; and (iii) there exists no condition under the Lease that with the passage of time and/or giving them notice would constitute a default under the Lease by Tenant.
2. Section 2 of the Lease is hereby amended to extend the term of the Lease for a period of five (5) years beginning on March 1, 2023 and expiring on February 29, 2028 (the "Extended Term") unless sooner terminated in accordance with the provisions of the Lease.
3. Section 3 of the Lease is hereby amended to provide that the following shall be the Rent payable during the Extended Term:

□

# Third Amendment to Lease...



Done

PERIOD	ANNUAL
March 1, 2023 to February 28, 2024	\$5,000.00
March 1, 2024 to February 29, 2025	\$5,150.00
March 1, 2025 to February 28, 2026	\$5,304.50
March 1, 2026 to February 28, 2027	\$5,463.64
March 1, 2027 to February 29, 2028	\$5,627.55

- Each party will pay their respective legal fees incurred in preparation of this Third Amendment.
- Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed incorporated herein and made a part of this Third Amendment, and shall continue in full force and effect.
- The submission of this Third Amendment for examination does not constitute an offer to lease the Premises and shall vest no right in any party. This Third Amendment shall become effective only upon execution and legal delivery thereof by Owner and Tenant. This Third Amendment may be executed in more than one counterpart, and each such counterparts shall be deemed to be an original document.

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{SIGNATURE PAGE FOLLOWS IMMEDIATELY}

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IN WITNESS WHEREOF, the parties hereto have executed this ~~Second~~ Amendment as of the date first above written.

**THIRD**

Owner:

Terry Carpenter, Inc., a Nebraska corporation
By: _____ Barbara Carpenter, President

Tenant:

CITY OF TERRYTOWN, NEBRASKA
By: _____
Its: _____

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