

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (“Third Amendment”) is made effective as of the 1st day of March, 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 to expired on February 28, 2023; and

WHEREAS, Owner and Tenant desire to modify and amend the Lease by extending the term of the Lease on a month to month basis 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 on a month to month basis unless sooner terminated in accordance with the provisions of the Lease. Either party shall be entitled to terminate the Lease by providing written notice of termination to the other party at least thirty (30) days prior to the first of the month.
3. Tenant shall pay monthly rent in the amount of \$750 in advance, without demand, deduction or set off on or before the first day of each month commencing upon execution of this Amendment to Landlord at such location as Landlord designates from time to time by written notice. A late charge of \$50 shall be paid to Landlord in addition to periodic rental for each month if the rental payment is not received on or before the fifth day of the month.
4. Upon execution of this Amendment, Tenant shall provide a certificate of insurance evidencing liability insurance in the amount of \$2,000,000 naming Landlord as an additional insured.
5. Each party will pay their respective legal fees incurred in preparation of this Third Amendment.
6. 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.

7. 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.

{SIGNATURE PAGE FOLLOWS IMMEDIATELY}

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

Owner:

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

Tenant:

	CITY OF TERRYTOWN, NEBRASKA By: _____ Its: _____
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