

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("First Amendment") is made effective as of the 1ST day of March, 2018 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 (the "Lease") for the Real Estate located in Terrytown, Nebraska; and

Whereas, the term of the Lease is scheduled to expire on February 28, 2018; 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, 2023 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 First 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 1 of the Lease is hereby amended to define the Real Estate as Tax Parcel Nos. 010274723 and 010158960 as depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

3. 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, 2018 and expiring on February 28, 2023 (the "Extended Term") unless sooner terminated in accordance with the provisions of the Lease.

4. Section 3 of the Lease is hereby amended to provide that the following shall be the Rent payable during the Extended Term of the Lease:

PERIOD	ANNUAL
March 1, 2018 to February 28, 2019	\$4,000.00
March 1, 2019 to February 29, 2020	\$4,000.00
March 1, 2020 to February 28, 2021	\$4,000.00
March 1, 2021 to February 28, 2022	\$4,000.00
March 1, 2022 to February 28, 2023	\$4,000.00

5. Section 5(a) of the Lease is hereby amended by replacing \$1,000,000 with \$2,000,000.

6. Each party will pay their respective legal fees incurred in preparation of this Second Amendment.

7. Except as otherwise provided herein, all other terms and conditions of the Lease shall be deemed incorporated herein and made a part of this Second Amendment, and shall continue in full force and effect.

8. The submission of this Second Amendment for examination does not constitute an offer to lease the Premises and shall vest no right in any party. This Second Amendment shall become effective only upon execution and legal delivery thereof by Owner and Tenant. This Second 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: <u>Crystal Johnston</u> Crystal Johnston, Assistant General Manager For the Corporation

Tenant:

CITY OF TERRYTOWN, NEBRASKA
By: <u>Kent Greenup</u> Mayor
Its: Attest: <u>Jamera Leeling</u> , City Clerk

