

## **ADDENDUM TO COMMERCIAL LEASE AGREEMENT**

This Addendum to Commercial Lease Agreement (“Addendum” or “Agreement”) made and entered into this \_\_\_\_ day of March, 2025 (“Effective Date”), by and between **BoSox 7, L.L.C.**, a Nebraska limited liability company, hereinafter referred to as “Landlord”, and **Central Community College of Grand Island, Nebraska**, hereinafter referred to as “Tenant”. (Landlord and Tenant are referred to individually as “Party” and collectively as “Parties”)

### **RECITALS**

WHEREAS, Landlord and Tenant executed a Commercial Lease Agreement dated August 1, 2024 (“Lease Agreement”).

WHEREAS, Landlord and Tenant now desire to amend and modify their Lease Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter described, the parties agree as follows:

### **SECTION I TERMS OF THE AMENDED AGREEMENT**

The Parties hereby agree to amend and modify their Lease Agreement as follows:

1. Sections 1.2 and 1.3. The parties agree to amend and modify the terms as previously set forth in Sections 1.2 and 1.3. Sections 1.2 and 1.3 are hereby revoked in their entirety and replaced with the following terms:

1.2 Terms of Lease. Unless terminated in accordance with the terms of this Agreement, this Lease and all of its terms shall automatically renew pursuant to the following terms:

- a. Commencing on Effective Date through June 30, 2025 (“Initial Term”);
- b. Commencing on July 1, 2025 through June 30, 2030 (“First Term”);
- c. Commencing on July 1, 2030 through June 30, 2035 (“Second Term”);
- d. Commencing on July 1, 2035 through June 30, 2040 (“Third Term”);
- e. Commencing on July 1, 2040 through June 30, 2045 (“Fourth Term”);

1.3 Rental Payments. Tenant shall pay to Landlord the monthly rental payment set forth below (“Rental Payments”) for the lease of said Real Estate that shall be paid on the first day of the month. If the lease payments contained herein are not paid by the fifth (5<sup>th</sup>) day after which they were due, Tenant shall pay a late fee of \$50.00 per day for each day the payment is late.

- a. During the Initial Term, Tenant shall pay Landlord **\$0.00** per month as rent.
- b. During the First Term, Tenant shall pay Landlord **\$14,135.00** per month as rent, which is based upon \$15.00 per 11,308 square feet.
- c. During the Second Term, Tenant shall pay Landlord **\$15,548.50** per month as rent, which is based upon \$16.50 per 11,308 square feet.
- d. During the Third Term, Tenant shall pay Landlord **\$17,103.35.00** per month as rent, which is based upon \$18.15 per 11,308 square feet.
- e. During the Fourth Term, Tenant shall pay Landlord **\$18,818.40** per month as rent, which is based upon \$19.97 per 11,308 square feet.

2. Section 1.11(a). The parties agree to add and fully incorporate into their Lease Agreement the following new and additional term to be identified as Section 1.11(a):

Section 11(a). Updates to be Paid for by Landlord. Landlord hereby agrees to enter into a separate construction agreement with Sampson Construction to pay for the following upgrades to the Leased Premises:

- (a) Replace all existing air handler units on the roof with units to have economizers rather than separate ERV clear air unit;
- (b) Upgrade the full and discontinued existing 400 amp electrical panel to a 800 amp electrical panel and all associated metering equipment;
- (c) Upgrade the existing water line service to the building by replacing the 1" line to a 2" line located outside of the building;
- (d) Add a fire alarm system to the building; and
- (e) Asbestos Abatement.

3. All other terms of the Parties' Lease Agreement are hereby reaffirmed by the Parties.

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