

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (“Amendment”) is made and entered into this ____ day of April, 2024, by and between Twenty-Fourth and Hamilton, L.L.C., (Lessor) as successor to Omaha Economic Development Corporation (Original Lessor) and the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (Lessee).

RECITALS

WHEREAS, Original Lessor and Lessee entered into that certain Lease Agreement dated August 23, 2013, whereby Original Lessor agreed to construct an approximately 20,000 square foot elementary learning center (the Premises) for Lessee, all as further described in the Lease.

WHEREAS, Original Lessor assigned all of its rights and obligations under the Lease to Lessor and Lessor assumed all of the rights and obligations of Original Lessor under the Lease.

WHEREAS, Lessor and Lessee amended the Lease pursuant to that certain First Amendment to Lease Agreement dated January 30, 2015, whereby Lessor and Lessee established the Possession Date, the Rent Commencement Date, the Base Rent, the Premises size, which as of the date hereof is 19,772 square feet, and certain other matters, all in accordance with the Lease; and,

WHEREAS, Lessor and Lessee amended the Lease pursuant to that certain Second Amendment to Lease Agreement dated May 31, 2016, whereby Lessor and Lessee clarified certain matters related to the Operating Expenses and Additional Rent payable to Lessor by Lessee under Section 3.1 of the Lease; and,

WHEREAS, Lessor and Lessee amended the Lease pursuant to that certain Third Amendment to Lease Agreement dated September 30, 2017, whereby Lessor approved Lessee’s remodeling project and the costs relative thereto.

WHEREAS, the Lease has an expiration date of November 6, 2024; and, the parties desire to extend the Lease.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties, Lessor and Lessee are desirous of amending the Lease and hereby agree as follows:

1. Term. The Lease shall be extended for a period of sixty (60) months commencing November 7, 2024 and terminating November 6, 2029 (the “Extended Term”).
2. Rent. The Base Rent during the Extended Term shall be payable on the first of each month as follows:

Period	Monthly	Annual Base Rent
November 7, 2024 to November 6, 2026	\$32,442.56	\$389,310.68; (\$19.69 psf)

3. Operating Expenses. In accordance with the Lease, Lessee shall continue to pay its share of Operating Expenses in accordance with Section 3.1, as amended by that certain Second

Amendment to Lease Agreement; currently estimated at \$16,477.00 per month for calendar year 2024.

4. Effectiveness. This Amendment shall be effective upon full execution by both Lessor and Lessee.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
6. Effect of Amendment. Except as expressly modified herein, the Lease is unmodified and shall continue in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Amendment, this Amendment shall control.

All other terms and conditions of the Lease, except as modified herein, shall remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This Amendment may be delivered by facsimile transmission or electronic means with the same effect as delivery of an original.

In witness whereof, the parties hereto have caused this Amendment to be executed and do hereby warrant and represent that their respective signatories, whose signatures appear below, have been and are, on the date indicated below, duly authorized by all necessary and appropriate action to execute this Amendment and bind the parties hereto.

LESSOR: Twenty Fourth and Hamilton LLC, a
Nebraska limited liability company

By: Michael B. Maroney, Manager

Date

LESSEE: Learning Community of Douglas and
Sarpy Counties, a Nebraska political subdivision

By: Gerald Kuhn, CEO

Date