

Third Amendment to Lease Agreement

This THIRD AMENDMENT TO LEASE AGREEMENT (hereinafter the "Third Amendment") is by and between Independent School District No. 278, Orono ("Landlord"), and the City of Maple Plain ("Tenant") and amends the Lease Agreement entered into by Landlord and Tenant which commenced October 1, 2014, was last executed on February 6, 2015 (hereinafter the "Lease"), and last amended on October, 1, 2021.

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease which commenced October 1, 2014 and was last executed on February 6, 2015 with respect to the Premises owned by Landlord, as defined in the Lease (hereinafter the "Premises"); and

WHEREAS, Landlord and Tenant entered into a First Amendment in order to modify and amend certain provisions of the Lease, executed on October 31, 2019.

WHEREAS, Landlord and Tenant entered into a Second Amendment in order to modify and amend certain provisions of the Lease, executed on October 1, 2021.

WHEREAS, Landlord and Tenant desire to enter into this Third Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. **TERM.** Landlord and Tenant hereby agree to extend the term of the Lease for one additional year, commencing November 1, 2025 and terminating after October 31, 2026, unless sooner terminated or extended as provided within the Lease or the terms of this Third Amendment.
2. **BASE RENT.** Annual Base Rent during the extended year (11/1/25 to 10/31/26) of the extended term contemplated in Section 1 of this Third Amendment shall be \$43,800/year, payable in monthly installments of \$3,650.

In the event Tenant exercises its right to extend the term of the Lease for a second and third year, as contemplated in Section 3 of this Third Amendment, Annual Base Rent during the second year (11/1/26 to 10/31/27) of the extended term shall be \$45,600/year, payable in monthly installments of \$3,800. Annual Base Rent during

the third year (11/1/27 to 10/31/28) of the extended term shall be \$48,000/year, payable in monthly installments of \$4,000.

3. **TENANT'S OPTION TO EXTEND TERM.** Tenant shall have the option, but not the obligation, to extend the term of the Lease for two additional years beyond the one year contemplated in Section 1 of this Third Amendment (the "Option Year") by providing written notice of such election to Landlord by August 31, 2026 and August 31, 2027, respectively. In the event of such election by Tenant, the Base Rent for the Option Year shall be as stated in Section 2 of this Third Amendment.
4. **TENANT'S EARLY TERMINATION RIGHT.** As a part of the parties' agreement to extend the term of the Lease, Landlord and Tenant agree that Tenant shall have an unqualified right to terminate the Lease, without penalty or cost to Tenant, for any reason or no reason, upon six months' written notice to Landlord during any term contemplated in this Third Amendment. In the event of Tenant's exercise of this early termination right, Tenant shall be responsible for paying all applicable Base Rent to Landlord for the six month period following the notice of early termination, and thereafter shall have no further rent or other obligation to Landlord.
5. **CONFLICT WITH LEASE, ALL UNAFFECTED LEASE TERMS REMAIN.** Landlord and Tenant agree that, in the event of any conflict between the terms of this Third Amendment and the Lease, the terms of this Third Amendment shall control. All other unaffected terms of the Lease shall remain in full force and effect during the term contemplated in this Third Amendment, including any Option Year, if Tenant elects to exercise its rights under Section 3 of this Third Amendment.
6. **AUTHORIZATION.** The persons who have executed this Third Amendment represent and warrant that they are duly authorized to execute this Third Amendment in their individual or representative capacity, as indicated, and bind their respective entities to the terms of this Third Amendment.

[Signatures on pages to follow]

ACKNOWLEDGMENT OF LANDLORD

INDEPENDENT SCHOOL DISTRICT NO. 278, ORONO

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this ____ day of _____, 2025, before me came _____, the
_____ of Independent School District 278, Orono, the Landlord named within,
who acknowledged the signing and attesting to of this instrument to be his/her free act and deed
of said entity.

Notary Public

ACKNOWLEDGMENT OF TENANT

CITY OF MAPLE PLAIN

By: _____

Its: _____

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this ____ day of _____, 2025, before me came _____, the
_____ of the City of Maple Plain, the Tenant named within, who acknowledged the
signing and attesting to of this instrument to be his/her free act and deed of said entity.

Notary Public