

### THIRD AMENDMENT TO LEASE

This is the Third Amendment to that certain lease by and between the CITY OF SALEM, an Oregon municipal corporation ("Lessor") and RUDY'S STEAKHOUSE LLC, an Oregon LLC ("Lessee") dated July 10, 2017 ("Lease").

#### RECITALS:

**Whereas**, pursuant to the Lease, Lessor leased to Lessee, certain real property located at 350 Chemeketa Street NE, Salem, Marion County, Oregon, as described in the Lease; and

**Whereas**, Lessor and Lessee are desirous of amending the Lease ratify agreed upon negotiation terms to replace equipment as part of the Lease.

**Now therefore**, the Parties agree as follows:

Section 34 of the Lease is hereby modified as follows:

#### 34. SPECIAL CONDITIONS

Lessor agrees to reimburse Lessee up to \$50,000 to replace the interior walk-in coolers/freezers and up to \$32,096 to replace the exterior walk-in cooler/freezer within the Premises at a time of Lessee's choosing. Lessor also agrees to reimburse Lessee up to \$10,000 for the cost of the installation of access panels to be added to the kitchen vent hood system. Lessee agrees to a pre-construction walk through with the contractor and the City of Salem Facilities Division prior to construction. Lessor further agrees to adhere to all building codes and attain all applicable permits for the replacement of the walk-in coolers/freezers and the access panels for the kitchen vent hood system.

**IN WITNESS WHEREOF** the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

#### LESSEE:

RUDY'S STEAKHOUSE LLC

By: \_\_\_\_\_  
Robert Kunke

Date: \_\_\_\_\_

#### LESSOR:

CITY OF SALEM

By: \_\_\_\_\_  
Steven D. Powers, City Manager

Date: \_\_\_\_\_