

### **THIRD AMENDMENT TO LEASE**

**THIS THIRD AMENDMENT TO LEASE ("Third Amendment")** dated as of \_\_\_\_\_, 2022 by and between **TOWN OF BRANFORD**, a Connecticut municipality, having an address of 1019 Main Street, Branford, CT 06405 ("**Landlord**"), and **J&J BLASTING CORPORATION**, a Connecticut corporation, with a principal business address of 135 Duck Hole Road, Madison, CT 06443 ("**Tenant**").

**WHEREAS**, Landlord and Tenant entered into a certain lease dated November 6, 2012 (the "**Lease**") for the use and occupancy of a certain piece and parcel of real property known as Stony Creek Quarry and more particularly described in Exhibit A to the Lease for a term (the "**Term**") commencing on July 1, 2012 (the "**Commencement Date**") and ending at 12 o'clock midnight three (3) years after the Commencement Date on June 30, 2015;

**WHEREAS**, the parties entered into an Amendment to Lease dated November 24, 2015 (the "First Amendment"), pursuant to which Section 3.2 of the Lease was deleted in its entirety and the term of the Lease was extended for a three-year period commencing on July 1, 2015 and expiring on June 31, 2018. The Lease, as amended by the First Amendment is referred to herein as the "**Amended Lease**";

**WHEREAS**, the parties entered into a Second Amendment to Lease dated October 15, 2018 (the "Second Amendment"), pursuant to which Section 3.2 of the Lease was deleted in its entirety and the term of the Lease was extended for a three-year period commencing on July 1, 2018 and expiring on June 31, 2021. The Lease, as amended by the First and Second Amendments is referred to herein as the "**Amended Lease**".

**WHEREAS**, the parties now wish to enter into a third amendment to the Lease in order to extend the term for three (3) additional years on the same terms and conditions included in the Amended Lease.

**NOW, THEREFORE**, the parties agree as follows:

1. Landlord and Tenant agree that the Term of the Amended Lease shall be extended for a period of three (3) years, commencing on July 1, 2021 (the "**Renewal Term Commencement Date**") and expiring on June 30, 2024 (the "**Expiration Date**").

2. Except as specifically set forth in this Amendment, all terms used in this Amendment shall have the meanings ascribed to them in the Amended Lease.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Facsimile signatures and electronic signatures shall be deemed to be original signatures and pdf electronic transmissions of any executed counterpart of this Amendment and/or retransmission of any executed facsimile or pdf electronic transmission shall be deemed to be the same as the delivery of an executed original. This Amendment shall not be effective unless and until it has been executed by all of the parties hereto.

Except to the extent modified herein, the Lease between the parties dated November 6, 2012, is hereby ratified and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, Landlord and Tenant have respectively signed and sealed this Second Amendment to Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

Witnessed as to Landlord by:

**LANDLORD  
TOWN OF BRANFORD**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
James B. Cosgrove  
Its First Selectman  
Duly Authorized

Witnessed as to Tenant by:

**TENANT  
J&J BLASTING CORPORATION**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

STATE OF CONNECTICUT    )  
  ) ss: Branford  
COUNTY OF NEW HAVEN    )

\_\_\_\_\_, 2022

Personally appeared, James B. Cosgrove, First Selectman of the Town of Branford, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )  
 ) ss: Branford \_\_\_\_\_, 2022  
COUNTY OF NEW HAVEN )

Personally appeared, \_\_\_\_\_, \_\_\_\_\_ of J&J Blasting Corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public  
My Commission Expires: