

**AMENDMENT TO ARTICLE I Numbers 1, 2, and 4
OPTION TO LEASE**

BY AND BETWEEN

THE CITY OF GRAND ISLAND, NEBRASKA

AND

GRAND ISLAND CHILDREN'S MUSEUM

THIS AMENDMENT is made and entered into by and between the City of Grand Island, Nebraska, a body corporate and politic and a political subdivision of the State of Nebraska (Lessor), and the Grand Island Children's Museum, Inc., a Nebraska nonprofit corporation (Lessee), for the purpose of amending the terms of that certain Option to Lease dated February 23, 2022 (the Agreement) and relating to certain premises as further described in Schedule A to the Agreement.

WHEREAS, on February 22, 2022, the Mayor and City Council of the City of Grand Island approved Resolution 2022-51, authorizing the negotiation and execution of the Agreement; and

WHEREAS, the Lessor and Lessee now each desire to amend the Agreement to grant Lessee an extension of the deadline for Lessee's exercise of its option rights under the Agreement, and;

WHEREAS, on October 25, 2022, the Mayor and City Council of the City of Grand Island approved Resolution 2022-~~297~~ authorizing the amendment of the Agreement and extension of the option term for a period of one year.

NOW THEREFORE, upon mutual execution of this amendment by the Lessor and Lessee, Article I, Sections 2 and 4, of the Agreement shall be amended as set forth below (deletions in ~~strikethrough~~, additions underlined):

Article I. Option to Lease.

1. For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Lessor gives an option to lease the premises described in Schedule A for such lease terms as set forth in Article II., below.
2. Exercise of the option to lease granted by this Article I shall be subject to and contingent upon Lessee's receipt of funds and pledges totaling not less than Seven Million Dollars (\$7,000,000.00) on or prior to ~~January 1, 2023~~, January 1, 2024 to be confirmed by the Lessor's City Administrator designee.
3. Lessor shall grant and permit Lessee's representatives and agents access to the premises to conduct inspections and studies to determine suitability of the premises for Lessee's intended development and use.
4. Subject to Article I., Sec. 2 above, this option is exercisable by written notice provided by the Lessee and received by the Lessor on or prior to ~~March 1, 2023~~, March 1, 2024.

All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein. This amendment shall be effective upon mutual execution by the Lessor and Lessee.

LESSOR:

CITY OF GRAND ISLAND


By: 
Roger G. Steele, Mayor

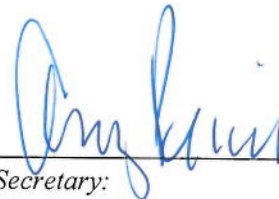
ATTEST:

By:  10/27/2022
RaNae Edwards, City Clerk

LESSEE:

GRAND ISLAND CHILDREN'S MUSEUM

By: 
President

By: 
Secretary: