

**AMENDMENT TO ARTICLE I, Number 2, and ARTICLE II, Number 2.
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, on October 25, 2022, the Mayor and City Council of the City of Grand Island approved Resolution 2022-297 authorizing an amendment to the lease agreement which extended the deadlines set forth in the Agreement until January 1, 2024 to permit additional time for the Lessee to raise funds and pledges; and

WHEREAS, the Agreement was contingent upon Lessee's receipt of funds and pledges totaling not less than Seven Million Dollars (\$7,000,000.00); and

WHEREAS, in addition to funds and pledges previously raised, the Lessee has obtained a Shovel-Ready Grant award in the amount of \$5,000,000 contingent upon their execution of the lease option contained in this Agreement; and

WHEREAS, Lessee has notified the Lessor of their desire to exercise their lease option and to take occupancy by March 1, 2024; and

WHEREAS, the Lessor and Lessee now each desire to amend the Agreement to remove the requirement that Lessee have receipted the required funds and pledges prior to exercising their lease option; and

WHEREAS, Lessor currently occupies a portion of the premises, in consideration for the Amendment of Article 1, Section 2 of the agreement, Lessee has agreed to permit Lessor a period of up to six (6) months to fully vacate the premises; and

NOW THEREFORE, upon mutual execution of this amendment by the Lessor and Lessee, Article I, Sections 2 of the Agreement shall be removed. (Deleted portions noted by strikethrough).

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, 2024 to be confirmed by the Lessor's City Administrator designee.~~

NOW THEREFORE, upon mutual execution of this amendment by the Lessor and Lessee, Article II, Sections 3 of the Agreement shall amended as set forth below. (Deleted portions noted by strikethrough, additions noted by underline).

Article II. Lease Terms Upon Lessee's Exercise of Option to Lease

2. *Commencement. Title and Condition.* The Leased Premises are demised and let subject to a. the existing state of the title thereof as of the commencement of the term of this Lease, b. any state of facts which an accurate survey or physical inspection thereof might show, c. all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and d. with respect to buildings, structures, and other improvements located on the Leased Premises, their condition as of the commencement of the term of this Lease, without representation or warranty by Lessor. Lessee represents that it has examined the title to the Leased Premises prior to the execution and delivery of this lease and has found the same to be satisfactory for all purposes hereof, The Lease shall commence on the first day of the ~~second~~ calendar month following written notice of exercise of the option to lease by Lessee to Lessor (the "effective date") but shall permit joint occupancy by Lessor for up to six months for purposes of permitting Lessor sufficient time to vacate the premises.

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 C. Steele, Mayor

ATTEST:

By:


Jill Granere, Deputy City Clerk

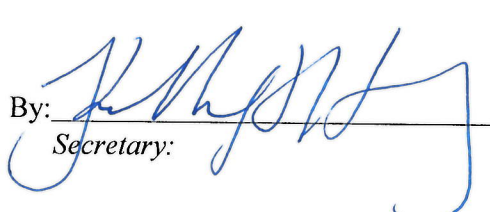
LESSEE:

GRAND ISLAND CHILDREN'S MUSEUM

By:


President

By:


Secretary: