

**AMENDMENT**

THIS AMENDMENT, is made and entered into by and between Fresh Start (hereinafter referred to as "Landlord") and Lancaster County, Nebraska, on behalf of Lancaster County Community Corrections, (hereinafter referred to as "County").

WHEREAS, the parties entered into a lease agreement executed by the County on August 2, 2011, under County Contract No. C-11-0449, hereinafter referred to as the "Lease Agreement", a copy thereof being incorporated by reference; and

WHEREAS, the parties entered into an amendment to the Lease Agreement, found at County Contract No. C-13-0360, to extend the term of the Lease Agreement from July 1, 2013 through June 30, 2014; and

WHEREAS, the parties entered into an Amendment to the Lease Agreement, executed by the County on June 10, 2014, under County Contract No. C-14-0284, to extend the term of the Lease Agreement for an additional one (1) year period through June 30, 2015; and

WHEREAS, at the conclusion of the extended term of the Lease Agreement ending June 30, 2015, the County held over with the consent of the Landlord, and the parties continued the Lease Agreement as a tenancy from year to year, for two successive one-year periods, from July 1, 2015, through June 30, 2016, and from July 1, 2016, through June 30, 2017, subject to the provisions of the Lease Agreement, as amended; and

WHEREAS, the parties wish to amend the Lease Agreement to further extend the term for an additional one (1) year period from July 1, 2017, through June 30, 2018;

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreements executed by the County on August 2, 2011, under County Contract Number C-11-0449, all amendments thereto, including this Amendment, it is agreed by and between the parties that the following amendments to the Lease Agreement be made:

1. Amend Paragraph 1. TERM of the Lease Agreement by substituting the following language:
  1. TERM. For use of said Premises by the County beginning July 1, 2017, and continuing in full force and effect through June 30, 2018, unless and until either party shall terminate this Agreement by giving the other party written notice thirty (30) days in advance of such termination date. The Agreement may be renewed for two additional one (1) year periods upon the mutual written consent of the parties. The County may vacate the premises at any time upon giving the Landlord thirty (30) days written notice, and further agrees to vacate, surrender and relinquish said premises to the Landlord within thirty (30) days after receipt of notice, or sooner as provided by applicable law. Should the County vacate on or before the last day of any lease period, it is agreed between the parties that

the rent due for said period shall be prorated according to the number of days in the period when the County is allowed to remain in and on the Premises.

All other terms of the original Lease Agreement executed between the parties under County Contract No. C-11-0449, and all amendments thereto, not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 27 day of October, 2017, by Landlord.

BY: M Zinke

NAME: Monica Zinke

TITLE: Executive Director

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by County.

BY: THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2017

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Deputy County Attorney for  
JOE KELLY, County Attorney

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