



MISC 2016077867



SEP 20 2016 17:15 P 3

Fee amount: 22.00  
FB: 07-05673  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
09/20/2016 17:15:54.00



2016077867

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**AMENDMENT TO MEMORANDUM OF LEASE**

THIS AMENDMENT TO MEMORANDUM OF LEASE (this "**Amendment**") is entered into as of September 19, 2016, by and among Capitol District Parking, LLC ("**Landlord**") and Lamar Companies ("**Tenant**").

WITNESSETH:

WHEREAS, pursuant to that certain unrecorded New Lease dated July 27, 2004, as amended by that certain First Amendment to Billboard Lease Agreement (Lamar Lease No. 7063) dated July 27, 2016 (as further amended from time to time, the "**Lease**") by and between Landlord, as successor-in-interest to Ferguson Enterprises, Inc. and The Capitol District, LLC, as landlord, and Tenant, whereby Landlord leased to Tenant, for the purposes of installing and maintaining billboard signage, a portion of that certain real property now legally described as Lot 1, The Capitol District, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska (the "**Leased Premises**").

WHEREAS, the Lease was memorialized by that certain Memorandum of Lease Agreement executed by Ferguson Enterprises, Inc. and Tenant and recorded on December 29, 2004 with the Douglas County, Nebraska Register of Deeds as Instrument No. 2004167719 (the "**Lease Memorandum**").

WHEREAS, the parties hereto wish to enter into this Amendment for the purposes of clarifying the current term as set forth in the Lease.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

- (1) The term of the Lease shall continue for a period of twenty (20) years from and after the date that the construction/installation of the Relocated Sign is complete, which the parties anticipate will be in mid-to-late 2017.
- (2) Except as set forth herein, the terms and conditions of the Lease Memorandum shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed the day and year first above


written.

**LANDLORD**

**CAPITOL DISTRICT PARKING, LLC**, a  
Nebraska limited liability company

By: The Capitol District, LLC, a  
Nebraska limited liability company,  
its Sole Member

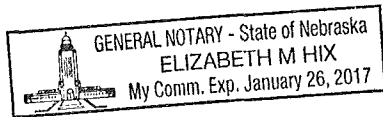
By: MTM Capitol District, LLC,  
a Nebraska limited liability  
company, its Administrative  
Member

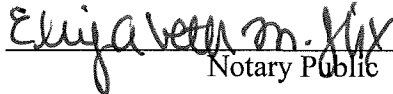
By:   
Name: Michael T. Moylan  
Title: Member

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2016, by Michael T. Moylan, Member of MTM Capitol District, LLC, a Nebraska limited liability company, the administrative member of Capitol District Parking, LLC, on behalf of said limited liability company.

[Seal]



  
Notary Public

TENANT

The Lamar Company, LLC, doing business as The Lamar Companies, a Louisiana limited liability company,

By: Sheila Kuehn  
Name: Sheila Kuehn  
Its: General Manager / Vice President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The above and foregoing instrument was acknowledged before me this 25 day of August, 2016 by Sheila Kuehn, the General Manager/Vice President of Lamar Company, LLC doing business as The Lamar Companies, a Louisiana limited liability company on behalf of said limited liability company.

Susana Gonzalez  
Notary Public  
Commission Expires: February 17 2020

