

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment"), made and entered into with an effective date of July 1, 2026, is by and between BILLINGS AMATEUR HOCKEY LEAGUE, INC., a Montana corporation (the "Lessee"), and YELLOWSTONE COUNTY, MONTANA (the "Lessor").

RECITALS

1. The Lessor and Lessee entered into a lease on or about July 26, 2006, with an effective date of July 1, 2006 (the "Lease Agreement").
2. The Lessor and Lessee amended the Lease Agreement pursuant to that certain Amendment to Lease dated May 31, 2016 (the "First Amendment"), which extended the term of the Lease Agreement through June 30, 2026. The Lease Agreement, as amended by the First Amendment, is referred to as the "Lease."
3. The Lessor and Lessee have agreed to further amend the Lease to extend its term, subject to the terms and conditions set forth in this Second Amendment.
4. The purpose of this extension is to determine if an agreement can be reached with a third party to take over and extend the lease with the intent of refurbishing and reopening the facility.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Second Amendment covenant and agree to be bound as follows:

Section 1. Incorporation of Lease.

The Lease is incorporated into this Second Amendment by reference in its entirety.

Section 2. Capitalized Terms.

Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Lease, unless the context shall otherwise require.

Section 3. Extension of Term.

The term of the Lease, which is currently scheduled to end on June 30, 2026, is hereby extended through and including December 31, 2026, unless sooner terminated in accordance with the terms of the Lease or if the County enters into an agreement with another party.

Section 4. Effectiveness of Amendment.

This Second Amendment shall become effective upon its execution by Lessee and Lessor.

Section 5. Affirmation of Lease.

The Lessor and Lessee each acknowledge and affirm that the Lease, as amended by this Second Amendment, is ratified and confirmed in all respects, and all terms, conditions, and provisions of the Lease, except as amended by this Second Amendment, shall remain unmodified and in full force and effect.

Section 6. Counterparts.

This Second Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Second Amendment by signing any such counterpart.

Section 7. Governing Law.

This Second Amendment shall be construed under and in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

LESSEE:

BILLINGS AMATEUR HOCKEY LEAGUE, INC.

By: 

Name: Kyle Foleman

Title: BAHL President

LESSOR:

YELLOWSTONE COUNTY, MONTANA

By: _____

Mark Morse, Yellowstone County Commissioner

By: _____

Mike Waters, Yellowstone County Commissioner

By: _____

Chris White, Yellowstone County Commissioner

ATTEST:

By: _____