

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is entered into as of the "Effective Date" (as hereinafter defined), by and between B&J PARTNERSHIP, LTD., a Nebraska limited partnership, dba Speedway Properties ("Landlord"), and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION, NEBRASKA ("Tenant"). The "Effective Date" shall be the date upon which the last of the parties has executed this Amendment.

RECITALS:

A. WHEREAS, Landlord and Tenant entered into that certain Lease, dated as of May 5, 2009 (the "Lease"), with respect to certain premises consisting of a portion of the building located at 2145 Y Street, Suite A, Lincoln, Nebraska and surrounding real estate, the "Premises" being more particularly described in the Lease. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease;

B. WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease by the terms of which Landlord granted Tenant the right to install a 60 x 24 modular building on the Premises (the "Building") and Tenant, in consideration of which Tenant agreed to pay Additional Rent to Landlord with the amount of such Additional Rent to be finally determined to reflect the total amount actually paid by Landlord for Tenant's Work; and

C. WHEREAS, Landlord and Tenant entered into a Second Amendment to Lease pursuant to which the Additional Rent was increased to reflect the total amount actually paid by Landlord for Tenant's Work which amount was \$27,587.82.

D. WHEREAS, Landlord and Tenant desire to enter into this Third Amendment to increase the limit on the combined amount of Tenant's Proportionate Share Expenses and Shared Complex Expenses from \$350 per month to \$500 per month to reflect an increase in the amount of these expenses since the date that the Lease was originally entered into.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Amendment of Section 3(C)(iii) of the Lease.** Section 3(C)(iii) of the Lease is hereby amended to provide that the combined limit on Proportionate Share Expenses and Shared Complex Expenses is raised from \$350 per month to \$500 per month.

2. **Miscellaneous.**

A. Except as specifically amended pursuant to the terms of this Third Amendment, the terms and conditions of the Lease shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms of this Third Amendment and any terms of the Lease, the First Amendment to the Lease or the Second Amendment to the Lease, the terms of this Third Amendment shall govern and prevail.

B. This Third Amendment contains the entire agreement between the parties relating to the subject matters contained herein. Any prior representations or statements concerning the subject matters herein shall be of no force or effect. This Third Amendment shall be construed as a whole and in accordance with its fair meaning. Headings are for convenience only and shall not be used in construing meaning.

C. This Third Amendment may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereby execute this Third Amendment as of the day and year first set forth above.

LANDLORD

B&J PARTNERSHIP, LTD.,
a Nebraska limited partnership

By: _____

Name: _____

Title: _____

Date: _____

TENANT

**LINCOLN-LANCASTER COUNTY PUBLIC
BUILDING COMMISSION, NEBRASKA**

By: _____

Name: _____

Title: _____

Date: _____