

FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease (the **“First Site Lease Amendment”**) is made and entered into this ___ day of March, 2005 among the City of Lincoln, Nebraska (the **“City”**), and The County of Lancaster, Nebraska (the **“County”**), jointly, as lessor, and the Lincoln-Lancaster County Public Building Commission (the **“Commission”**), as lessee.

RECITALS

I.

The Commission is a body politic and corporate and an instrumentality of the State of Nebraska existing pursuant to Chapter 13, Article 13, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**), duly activated by the City and the County pursuant to the Act for the purpose of facilitating the ownership and use of projects (as defined in the Act) for the benefit and use of the City and the County.

II.

The Commission, as lessee, and the City and the County, jointly, as lessor, have heretofore entered into a Site Lease, dated as of April 1, 1996 (the **“Original Site Lease”**), to convey certain leasehold interests in real property more particularly described in **Section 1** of the Original Site Lease from the City and the County to the Commission, on which the Commission has constructed the Project (as defined in the Original Site Lease) for the use of the City and the County and their respective departments, agencies, and functions.

III.

Pursuant to Resolution No. 37, duly passed March 12, 1996 (the **“1996 Bond Resolution”**), the Commission has heretofore issued, sold and delivered \$29,000,000 in aggregate principal amount of its Tax Supported Lease Rental Revenue Building Bonds, Series 1996, dated April 1, 1996 (the **“1996 Bonds”**), for the purpose of paying the costs of the Project (as defined in the Original Site Lease) of which \$25,035,000 in aggregate principal amount are presently outstanding and unpaid (the **“Outstanding 1996 Bonds”**).

IV.

Pursuant to Resolution No. ___, duly passed March 22, 2005 (the **“2005 Bond Resolution”**), the Commission has authorized the issuance of not to exceed \$27,000,000 in aggregate principal amount of its Tax Supported Lease Rental Revenue Refunding Bonds, Series 2005, dated the date of delivery thereof (the **“2005 Bonds”**), for the purpose of (a) providing for the payment and redemption of the Outstanding 1996 Bonds, (b) funding a debt service reserve fund for the 2005 Bonds and (c) paying the costs of issuing the 2005 Bonds.

V.

The Commission, the City and the County have determined that certain amendments, modifications and changes are required to be made to the Original Site Lease in connection with the issuance of the 2005 Bonds.

NOW THEREFORE, in consideration of the foregoing, the Act, the terms, conditions and mutual covenants of this First Site Lease Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission, the City and the County hereby agree as follows:

Section 1. Section 2 of the Original Site Lease is hereby amended in its entirety to read as follows:

2. Rental. Consideration for this Site Lease is (a) demolition and removal by the Commission of the North Parking Lot and the improvements located on Parcel 2, (b) removal by the Commission of certain hazardous materials from the Old County-City Building, consisting principally of asbestos, and the remodeling, renovation, refurbishing, refurnishing and reequipping by the Commission of the Old County-City Building for joint use by the City and the County as a new Hall of Justice (the "Hall of Justice"), (c) the construction, equipping, furnishing and providing by the Commission on the portion of Parcel 1 presently occupied by the North Parking Lot of a new building and related improvements for joint use by the City and the County as a new City-County Building (the "New City-County Building"), (d) construction by the Commission on Parcel 2 of a new surface parking lot facility for joint use by the City and the County (the "9th Street Parking Lot"), (e) the leasing by the Commission to the City and the County, for their joint use, of the New City-County Building, the Hall of Justice and the 9th Street Parking Lot (collectively, the "New Facilities," the undertakings on the part of the Commission in (a), (b), (c), (d) and (f) of this paragraph 2 being collectively referred to herein as the "Project"), pursuant to a Lease Agreement dated as of April 1, 1996 (as amended and supplemented from time to time, including, but not limited to, the First Amendment to Lease Agreement dated _____, 2005, the "**Lease Agreement**"), and (f) the issuance and sale by the Commission of its (i) 1996 Bonds and (ii) and 2005 Bonds for the purpose of financing and refinancing the Project.

Section 2. Section 3 of the Original Site Lease is hereby amended in its entirety to read as follows:

3. Term. This Site Lease shall not terminate until all of the 2005 Bonds authorized and issued pursuant to the 2005 Bond Resolution have been paid in full or the payment of the 2005 Bonds has been provided for in accordance with the 2005 Bond Resolution; and if the Lease Agreement or any extension thereof is terminated under its terms prior thereto and the Commission has paid and satisfied any and all 2005 Bonds or other indebtedness with respect to the Project (or provided for the payment and satisfaction of the 2005 Bonds in accordance with the 2005 Bond Resolution), then this Site Lease may be terminated at the option of either the City and the County or the Commission.

Section 3. Section 4 of the Original Site Lease is hereby amended in its entirety to read as follows:

4. Taxes, Assessments, Charges, Demolition, Construction, Furnishing, Equipping, Use, Leasing, Subleasing, Operation, Maintenance, Repairs, Insurance, Utilities Services and Costs, Payment of Debt Service on the 2005 Bonds, Taxes, Operating and Other Expenses, Inspection, Condemnation, Notices, Etc. Matters related to (a) demolition and removal of existing Site improvements, (b) construction, furnishing, equipping, hazardous materials removal, remodeling, renovating, refurbishing, refurnishing, reequipping, use, leasing, subleasing, operation, maintenance, repairs, insurance, utilities services and costs, payment of debt service on the 2005 Bonds, payment of taxes, operating and other expenses, inspection, condemnation and notices, whether related to the Site, the New Facilities or any other element of the Project or the Project improvements, and (c) all other matters of a like or similar nature which might otherwise normally be included in a site lease similar in nature to this Site Lease, shall, to the extent mentioned or provided for in the Lease Agreement, be in all respects governed by and/or be performed and/or

undertaken in accordance with, and as the case may be, the terms and provisions of the Lease Agreement.

Section 4. Section 7 of the Original Site Lease is hereby amended in its entirety to read as follows:

7. Non-termination. So long as any of the 2005 Bonds are outstanding under the 2005 Bond Resolution, the City and the County shall have no right to, and may not, cancel or terminate this Site Lease for any reason whatsoever (including, without limitation, failure of consideration or failure of the Commission to perform its obligations hereunder), anything in any other paragraph hereof to the contrary notwithstanding.

Section 5. All of the terms and conditions of the Original Site Lease not expressly modified and/or amended by this First Site Lease Amendment are hereby affirmed and remain in full force and effect and all references to "Site Lease" shall mean to the Original Site Lease as amended by this First Amendment to Site Lease.

Section 6. This First Site Lease Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City, the County and the Commission have caused this First Site Lease Amendment to be executed by their duly authorized officers.

Executed by the City this ____ day of March, 2005.

CITY OF LINCOLN, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

Executed by the County this ____ day of March, 2005.

THE COUNTY OF LANCASTER, NEBRASKA

ATTEST:

By: _____
Chair

By: _____
County Clerk

Executed by the Commission this ____ day of March, 2005.

**LINCOLN-LANCASTER COUNTY PUBLIC
BUILDING COMMISSION IN THE STATE OF
NEBRASKA**

By: _____
Chair

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of March, 2005, by Colleen J. Seng, Mayor of the City of Lincoln, Nebraska, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of March, 2005, by Larry Hudkins, Chair of the Board of Commissioners of The County of Lancaster, Nebraska, on behalf of the County.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____, day of March, 2005, by _____ Larry Hudkins, Chair of the Lincoln-Lancaster Public Building Commission in the State of Nebraska, on behalf of the Commission.

Notary Public