

LICENSE AGREEMENT

This License Agreement is made this ___ day of August, 2010, by and between B & J Partnership, LTD. dba Speedway Properties, a Nebraska limited partnership ("Licensor"), and the City of Lincoln, Nebraska, dba City of Lincoln Public Works & Utilities Department ("Licensee").

Whereas, the parties previously entered into a Lease dated May 8, 2000 ("Original Lease") for the Premises (as defined in the Original Lease) on the property commonly known as 531 Westgate Blvd., NE and; and

Whereas, the parties desire to continue a temporary tenancy and modify the provisions of the Original Lease as follows:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Term. The parties mutually desire and hereby agree to extend the tenancy of said premises at the end of the current Lease term which is scheduled to terminate on August 31, 2010. That tenancy shall continue through this License Agreement. The term for this License Agreement shall commence September 1, 2010 and continue there after on a month to month basis unless sooner terminated as provided herein. The provisions of the Original Lease agreement shall continue unchanged through this License Agreement except as modified herein. Either party hereto may also terminate the month to month tenancy with sixty (60) days prior written notice to the other party effective from the first day of the month. Licensee agrees to vacate the Premises within sixty (60) days of the delivery of said written termination notice but in no event later than February 28, 2011.
- 2. Rent. Effective September 1, 2010, Licensee shall pay Licensor Monthly Rent of Fifteen Thousand Nine Hundred Sixty Three Dollars and Fifty Cents (\$15,963.50) plus Expenses as that term is defined in the Original Lease.
- 3. Right to Show Premises. Licensor may show said Premises to prospective tenants at any time during Licensee's normal business hours.
- 4. Remainder of Original Lease Provisions Unchanged. Except as modified herein and consistent with the terms of this License Agreement, the Original Lease provisions shall remain for purposes of this License Agreement.

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

City of Lincoln

B & J Partnership

Chris Buetler
Mayor of Lincoln

General Partner

Manager