

LICENSE AGREEMENT

This License Agreement is made this 8 day of February, 2011, 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 Work & 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., Lincoln, NE; and

Whereas, the parties previously entered into a License Agreement dated September 1, 2010 to continue a temporary tenancy of the premises pursuant to the terms of the Original Lease except as modified by the License Agreement; and

Whereas, the License Agreement expires on February 28, 2011; and

Whereas the parties desire to continue a temporary tenancy and modify the provisions of the Original Lease to allow Licensee to occupy that portion of the Premises currently occupied by the Engineering Services Test Lab.

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 that portion of said premises occupied by the Licensee's Engineering Services Test Lab at the end of the current License Agreement term which is scheduled to terminate on February 28, 2011. That tenancy shall continue through this License Agreement. The term for this License Agreement shall commence March 1, 2011, and continue there after on a month to month basis unless sooner terminated as provided 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, 2012.
2. Rent. Effective March 1, 2011, Licensee shall pay Licensor Monthly Rent of Four Thousand Nine Hundred Dollars (\$4,900) for the space occupied by the Testing Lab and access to a bathroom.
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

B & J Partnership

Chris Beutler
Mayor of Lincoln

Clyde E. ...
General Partner

D. Wayne Smith
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Chris Beutler, the Mayor of the City of Lincoln, known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the City.

WITNESS my hand and seal on the date above written.

(SEAL)

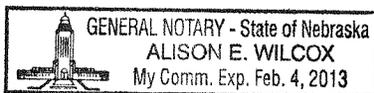
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged by me this 8 day of February, 2011, by Clay F. Smith, General Partner, and A. Joyce Smith, Manager, of B & J Partnership, Ltd. on behalf of said partnership.

WITNESS my hand and seal on the date above written.

(SEAL)



Alison E Wilcox
Notary Public

