

**FIRST AMENDMENT TO  
LEASE AGREEMENT BETWEEN  
CITY OF LINCOLN, NEBRASKA  
AND  
LANCASTER COUNTY SCHOOL DISTRICT 001**

This Amendment is dated this \_\_\_\_ day of July, 2011, by and between the City of Lincoln, Nebraska, a municipal corporation, with a principal place of business at 555 South 10th Street, Lincoln, Nebraska 68508 (hereinafter referred to as "Lessor") and Lancaster County School District 001, a/k/a Lincoln Public Schools, a Nebraska political subdivision, having a principal place of business at 5901 "O" Street, Lincoln, Nebraska 68510 (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease Agreement on or about the 8th day of June, 2011, for space in a building located at 949 West Bond Street, Lincoln, Nebraska, and legally described as Block 4, Lots 4, 5, 6, 7, 8, 9 and 10, and Block 7, Lot 9, Union Pacific Addition, Lincoln, Lancaster County, Nebraska (hereinafter referred to as "the Lease"); and

WHEREAS, since the time of the Lease, the Lessee has determined that more space is needed in the leased premises, as that term is defined in the Lease.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in the Lease and herein, Lessee and Lessor agree to the following amendments to the Lease:

1. Exhibit B attached hereto shall replace and supercede the Exhibit B attached to the Lease. The parties hereto agree and acknowledge that the Exhibit B attached to this First Amendment, as of the effective date listed herein, accurately reflects the square footage leased by the Lessee in the lower level of the building located at 949 West Bond Street.
2. Effective Date. The parties hereto agree that the effective date of the increase in square footage leased hereunder shall be the 1st day of August, 2011.

3. Rent Payments. Lessor and Lessee herein agree and acknowledge that rent for the increased square footage shall begin on the effective date listed herein and shall continue for the balance of the Lease, unless amended.

4. Effect of Amendment. Lessor and Lessee hereby agree that all terms and conditions of the Lease, except for those terms and conditions amended herein, shall remain in full force and effect. This Amendment shall be deemed incorporated into the Lease, without reference to specific headings, articles, or sections.

WITNESS our hands and seals as of the date first above written.

LESSOR:

CITY OF LINCOLN, NEBRASKA

By: \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

LESSEE:

LANCASTER COUNTY SCHOOL DISTRICT 001

By: Mark Shepard  
Mark Shepard, Associate Superintendent for  
Business Affairs

Exhibit B  
949 Building Lower Level  
Municipal Services Center (Experian Building)

 Leased Space 14,425 Sq Ft

