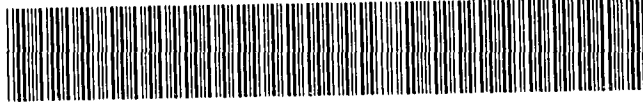


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**SECOND ADDENDUM TO LAND USE RESTRICTION AGREEMENT FOR
LOW INCOME HOUSING TAX CREDITS**

This Second Addendum to Land Use Restriction Agreement for Low-Income Housing Tax Credits (this "Addendum") is entered into this 22 day of DECEMBER 2010 between the NEBRASKA INVESTMENT FINANCE AUTHORITY (the "Authority"), a body politic and corporate, not a state agency but an independent instrumentality exercising essential public functions under the constitution and laws of the State of Nebraska and JOHN E. SCHMIDT, individually (the "Owner") and is incorporated into and shall be deemed to amend and restate the Land Use Restriction Agreement for Low Income Housing Tax Credits between the Authority and the Owner recorded on November 27, 1991, in Misc. Book 987 at Page 12-36, subsequently amended by that certain Addendum to Land Use Restriction Agreement for Low Income Housing Tax Credits recorded on 12/27/10, in Misc. Book _____ at Page _____, both filed with respect to the property described hereto and recorded in the official records of Douglas County, Nebraska (collectively, the "Agreement"). * INSTRUMENT # 2010122447

WHEREAS, the Authority allocated to the Owner certain federal low-income housing tax credits with respect to the rental housing development located and described in Exhibit A attached hereto (the "Project"); and

WHEREAS, the Owner and the Project are required by the Agreement to continuously comply with Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Owner intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use and occupancy of the Project shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of the Project for such term and are not merely personal covenants of the Owner; and

WHEREAS, the Owner shall, by entering into this Addendum, consent to the regulation by the Authority in order that the Authority may enforce the restrictions, terms and conditions of this Addendum in accordance with the Code and the Regulations.

NOW THEREFORE, in consideration of mutual promises and covenants set forth herein and other valuable consideration, except as set forth in this Addendum, the Authority hereby terminates the Agreement and releases the Owner and the Project from the Agreement.

JOHN SCHMIDT
1940 SO. 49TH ST.
OMAHA NE 68106

Section 1. Term of Restrictions. The Code Section 42 rent requirements shall continue for a period of three (3) years following the date of this Addendum. During such three-year period, the Owner shall not evict or terminate the tenancy of any existing tenant of any low-income unit other than for good cause and shall not increase the gross rent above the maximum allowed under Code Section 42 with respect to such low-income unit.

Section 2. Remedies; Enforceability. In the event of a violation or attempted violation of any of the provisions hereof, any one or more of the following may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to recover monetary damages caused by such violation or attempted violation: the Authority or any governmental entity succeeding to the Authority's functions or any individual who meets the income limitation applicable under Section 42 of the Code. The provisions hereof are imposed upon and made applicable to the Project and shall run with the land and shall be enforceable against the Owner and each purchaser, grantee, owner or lessee of the Project or any portion thereof of interest therein, at any time and from time to time, and the respective heirs, legal representatives, successors and assigns of the Owner and each such purchaser, grantee, owner or lessee. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

Section 3. Notices. All notices to be given pursuant to this Addendum shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below or to such other place as a party may from time to time designate in writing:

Owner: John E. Schmidt
5630 South 21st Street
Omaha, NE 68107

Authority: Nebraska Investment Finance Authority
Suite 200
1230 O Street
Lincoln, NE 68508
Attention: Executive Director

Section 4. Governing Law. This Addendum shall be governed by the laws of the State of Nebraska.

Section 5. Counterparts. This Addendum may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6. Recording. Upon execution and delivery by the parties hereto, the Owner shall cause this Agreement and all amendments and supplements hereto to be duly recorded in the office of public records in the County where the Project is located as an encumbrance upon the Project and provide a copy to the Authority.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and sealed by their respective duly authorized representatives as of the day and year first written above.

OWNER:

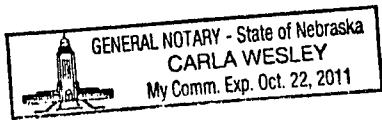
By John E. Schmidt
John E. Schmidt

STATE OF NEBRASKA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 31 day of Dec, 2010 by John E. Schmidt the Owner.

Carla Wesley
Notary Public

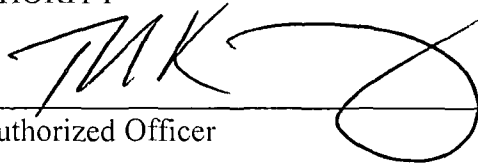
My Commission expires: 10-22-2011



By John E. Schmidt the Owner

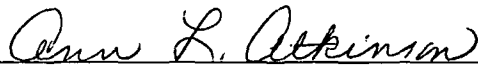
AUTHORITY:

NEBRASKA INVESTMENT FINANCE
AUTHORITY

By 
Authorized Officer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of September, 2010
by Timothy R. Kenny, an Authorized Officer of the Nebraska Investment Finance Authority.


Notary Public

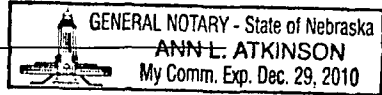
My Commission expires: 

EXHIBIT A

Legal Description

The West 148 feet of Lot 33, Redick's Second Addition, and Addition to the City of Omaha in Douglas County, Nebraska, the South 63 feet of the West 150 feet of Lot 28, Redick's Second Addition, an Addition to the City of Omaha, in Douglas County, Nebraska, commonly known as 907-911 S. 25th Street, Omaha, Nebraska.