

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT is made this ___ day of May, 2013, "the Effective Date", by and between Riverfront, L.L.C., a Kansas Corporation, c/o Dan C. Simons, Member, P.O. Box 1797, One Riverfront Plaza, Lawrence, Kansas, 66044, hereinafter referred to as "Lessor" and the City of Lawrence, Kansas, a Kansas municipal corporation, c/o David L. Corliss, City Manager, City Hall, 6 E 6th Street, Lawrence, Kansas, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor and Lessee heretofore entered into that certain "Lease" executed and effective as of September 1, 2008 for the lease of the East lower level floor, containing 6,486 square feet in a building constructed on the real property described as One Riverfront Plaza, Suite Number 110 and further described in Exhibit B of the original Lease in the City of Lawrence, Douglas County, Kansas.

WHEREAS, the parties executed a First Amendment to Commercial Lease dated June 22, 2010, extending the lease expiration date to August 31, 2014, establishing the annual rent during the extended term, and providing Lessee with a two year option after the expiration of the extended term; and

WHEREAS, the parties desire to further amend the lease and the First Amendment to Commercial Lease to provide Lessee with greater flexibility as Lessee explores merging the Planning and Development Services offices into a single facility;

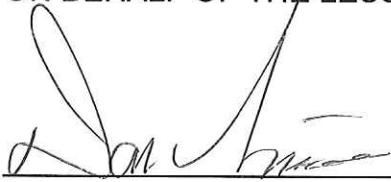
NOW THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which are hereby acknowledged and confessed by each of the parties hereto, Lessor and Lessee hereby agree as follows:

THE PARTIES AGREE AS FOLLOWS:

1. The term of the Lease shall be extended to August 31, 2016.
2. The annual base rent shall remain at \$67,778.70, to be paid in monthly installments of \$5,648.22 through August 31, 2016.

3. The parties agree that Lessee may, upon 30 days' notice to Lessor, vacate the lease premises earlier than August 31, 2016, without penalty of any kind, if the Lessee leases other office space from Lessor.
4. All other provisions of the Lease and First Amendment to Commercial Lease not modified herein, are reaffirmed.

ON BEHALF OF THE LESSOR:



Riverfront, L.L.C. by Dan C. Simons, Member

ON BEHALF OF THE LESSEE:

David L. Corliss, City Manager