

## **FIFTH AMENDMENT TO LEASE**

**THIS** Fifth Amendment to Lease is made and entered into this \_\_\_ day of March, 2018, by and between Berkeley Plaza, Inc., a Kansas Corporation, c/o Jeffrey Shmalberg, 1029 New Hampshire Street, Lawrence, Kansas 66044 ("Lessor"), and the City of Lawrence, Kansas, a municipal corporation, c/o Thomas M. Markus, City Manager, City Hall, 6 East 6<sup>th</sup> Street, Lawrence, Kansas 66044 ("Lessee").

### **RECITALS**

- A.** The Parties entered into a Lease on July 21, 1997, pertaining to the premises commonly known as the Lawrence Municipal Court and Offices, commonly located at 1006 New Hampshire Street, Lawrence, Kansas 66044, a copy of which is attached hereto, and, except as otherwise modified and/or amended by this Fifth Amendment to Lease, is incorporated herein by reference.
- B.** The original term of the Lease was from the date of occupancy on April 13, 1998 through April 12, 2008.
- C.** On October 10, 2007 the Parties entered into a Lease Renewal Agreement extending the term of the original lease for a period commencing April 13, 2008 and ending April 12, 2012, and increased the base rent for that extended term.
- D.** On August 18, 2011, the Parties entered into an Amendment to the Lease extending the term for three years commencing on April 13, 2012 and ending April 12, 2015 and increased the base rent to \$91,309.50 annually.
- E.** On September 30, 2014, the Parties entered into a Second Amendment to the Lease extending the term for a period commencing April 13, 2015 and ending April 12, 2016 and increased the base rent to \$94,049.00 annually.
- F.** On January 14<sup>th</sup>, 2016, the Parties entered into a Third Amendment to Lease for a period beginning April 13, 2016 and ending April 12, 2017 and maintaining the annual base rent of \$94,049.00 as provided in the Second Amendment to Lease.
- G.** On March 20<sup>th</sup>, 2017, the Parties entered into a Fourth Amendment to Lease for a period beginning April 13, 2017 and ending April 12, 2018, maintaining the annual base rent of \$94,049.00 (\$7,837.42 per month) as provided in the Third and Second Amendment to Lease.
- H.** It is the desire and intent of the parties to extend further the term of the Lease, in accordance with Section 2 thereof, for a period of six (6) months beginning April 13, 2018 and ending October 12, 2018 with the same base rent of \$7,837.42 per month, with the Lease continuing on a monthly basis thereafter, if Notice is provided by the City, with a ten percent (10%) increase in base rent after October 12, 2018.

## TERMS

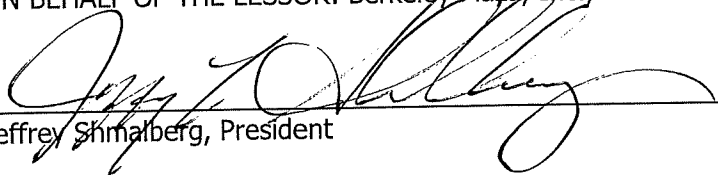
**NOW, THEREFORE,** in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1. Adoption of Recitals.** The above-stated recitals are incorporated herein by reference, are hereby made a part of the Fifth Amended Lease, and shall be as effective as if repeated verbatim.
- 2. Term.** Pursuant to Section 2 of the Lease, the Lessee exercises its option to extend the lease to a period of six months, beginning April 13, 2018 and ending October 12, 2018. The Lessee shall have the option to request an extension of term thereafter, with the Lease moving to a month to month term, exercisable by notice given at least thirty (30) days prior to the termination of the then current term. If Lessee has not timely exercised its option to extend the term of the lease for an additional term, Lessor shall give Lessee written notice of such failure and upon receipt of such written notice the Lessee shall have an additional 30 days from that date within which to notify Lessor its intent to renew the lease for an additional month. Lessor's notice of failure to renew the lease shall be deemed received by Lessee on the date it is physically received by Lessee. If so exercised, the month to month lease term shall have a final expiration date of April 12, 2019.
- 3. Base Rent.** By agreement of the Parties, the base rent for the leased premises, commencing April 13, 2018 and ending October 12, 2018, shall be payable in six monthly installments of \$7,837.42 per month. If the Lease is extended beyond October 12, 2018, the monthly rent shall increase by ten (10) percent, an amount of \$783.42, which shall equate to \$8,621.16 monthly.
- 4. No Other Changes.** Except as expressly provided herein, all other terms, covenants and conditions of the Lease are reaffirmed and remain in full force and effect.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES]*

**IN WITNESS WHEREOF**, the undersigned have caused this Fourth Amendment to Lease to be executed as of the date noted above.

ON BEHALF OF THE LESSOR: Berkeley Plaza, Inc., a Kansas Corporation

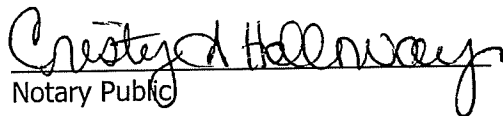
  
\_\_\_\_\_  
Jeffrey Shmalberg, President

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )  
THE COUNTY OF DOUGLAS        )        ss:

**BE IT REMEMBERED**, that on this 27 day of February, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came Jeffery Shmalberg acting in his capacity as President of Berkley Plaza, Inc., who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

  
\_\_\_\_\_  
Notary Public

My Appointment Expires:



ON BEHALF OF THE LESSEE: City of Lawrence, Kansas, a Municipal Corporation

\_\_\_\_\_  
Thomas M. Markus, City Manager

**ACKNOWLEDGMENT**

THE STATE OF KANSAS            )  
  )  
THE COUNTY OF DOUGLAS        )        ss:

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came Diane Stoddard, as Interim City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

\_\_\_\_\_  
Notary Public

My Appointment Expires: