

SECOND AMENDMENT TO LEASE

THIS Second Amendment to Lease is made and entered into this 30th day of September, 2014, by and between Berkeley Plaza, Inc., a Kansas corporation, c/o Jeffery Shmalberg, 1029 New Hampshire Street, Lawrence, Kansas ("Lessor"), and the City of Lawrence, Kansas, a municipal corporation, c/o David L. Corliss, City Manager, City Hall, 6 East 6th Street, Lawrence, Kansas ("Lessee").

RECITALS

- A. On October 10, 2007, the parties entered into a Lease pertaining to the premises commonly known as the Lawrence Municipal Court Offices, located at 1006-1008 New Hampshire Street, Lawrence, Douglas County, Kansas, a copy of which is attached hereto and is incorporated herein by reference.
- B. The original term of the Lease was from April 13, 2008, through April 12, 2012.
- C. On August 18, 2011, in accordance with the terms of the Lease, the parties entered into an Amendment to Lease, wherein the parties extended the term of Lease through April 12, 2015, and increased the base rent for that extended term.
- D. 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 one year from April 13, 2015, to April 12, 2016, and to increase the base rent for that extended term consistent with the terms of the Lease, the terms of the Amendment to Lease, and those terms set forth below.

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 are 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 this Second 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 a period of one year, commencing April 13, 2015, and ending April 12, 2016.

3. **Base Rent Adjustment Upon Renewal.** In accordance with Section 3.b. of the Lease, the base rent for the leased premises, commencing April 13, 2015, and ending April 12, 2016, shall be \$94,049.00, payable in twelve monthly installments of \$7,837.42 per month.
4. **No Other Changes.** Except as expressly provided herein, all other terms, covenants, and conditions of the attached Lease are reaffirmed and remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Second Agreement to Lease to be executed as of the date noted above.

**LESSOR: Berkeley Plaza, Inc., a
Kansas corporation**


Jeffery Shmalberg
President

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 15 day of September, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came Jeffery Shmalberg, President of Berkeley Plaza, Inc., a Kansas corporation, 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: 1/5/16

**CRISTY HOLLOWAY
NOTARY PUBLIC
STATE OF KANSAS**

**LESSEE: City of Lawrence, Kansas,
a municipal corporation**



DAVID L. CORLISS
City Manager

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 30th day of September, 2014, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, as 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: 4/18/2010