

THIRD AMENDMENT TO LEASE

THIS Third Amendment to Lease is made and entered into this ~~14~~¹⁴ day of January, 2016, by and between Berkeley Plaza, Inc., a Kansas Corporation, c/o Jeffrey Shmalberg, 1029 New Hampshire Street, Lawrence, Kansas ("Lessor"), and the City of Lawrence, Kansas, a municipal corporation, c/o the City Manager or Interim 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, 2016 to April 12, 2017.

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:

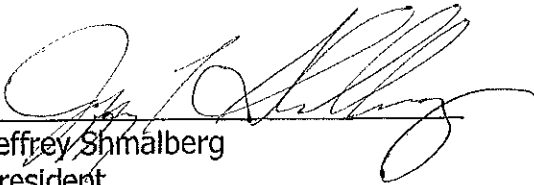
- 1. Adoption of Recitals.** The above-stated recitals are incorporated herein by reference, are hereby made a part of this Third Amended Lease, and shall be as effective as if repeated verbatim.
- 2. Term.** Upon the request of Lessee and by agreement of the parties, the Lease is extended for an additional twelve (12) months from April 13, 2016, to and inclusive of April 12, 2017.

3. **Base Rent.** By agreement of the Parties, the base rent for the leased premises, commencing April 13, 2016 and ending April 12, 2017, is \$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 Third Amendment to Lease to be executed as of the date noted above.

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



Jeffrey Shmalberg
President

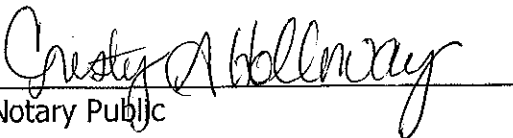
ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 14 day of January, 2016, 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.

**CRISTY HOLLOWAY
NOTARY PUBLIC
STATE OF KANSAS**



Notary Public

My Appointment Expires: 1/5/2018

ON BEHALF OF THE LESSEE:

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

Diane Stoddard

Diane Stoddard
Interim City Manager

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 20 day of January, 2016, 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.

Bobbie J. Walthall

Notary Public

My Appointment Expires:

