

FIRST ADDENDUM TO AGREEMENT

This First Addendum is entered into this 17th day of September, 2009, by and between the City of Lawrence, Kansas, a municipal corporation, hereinafter referred to as "Lessor" and Hetrick Air Services, Inc., a Kansas corporation, hereinafter referred to as "Lessee."

Whereas, the Lessor and Lessee entered into an Agreement dated January 12, 1999 in which Lessor leased certain premises located at Lessor's Airport to Lessee and Lessee agreed to perform certain services for Lessor upon the terms and conditions stated in the Agreement; and

Whereas, the Lessor and Lessee wish to amend the Agreement for the mutual benefit of the parties;

Whereas, the Lessee has some leasehold interest in an undefined area east of the beacon, and the Lessee desires to forgo said interest in exchange for a rent adjustment as set forth in this First Addendum to Agreement; and

NOW THEREFORE, the Lessor and Lessee agree to modify the January 12, 1999 Agreement as follows:

1. Paragraph numbered 3 shall read as follows:

The parties agree in consideration of the leasing of said premises and permission to perform said services, the Lessee hereby agrees to pay to the Lessor, monthly rent of \$2,190 for 2009 and 2010.

The parties agree that the total due for twelve months of rent in 2009 is \$26,280 (\$2,190 times 12 months). As of the September 16, 2009, Lessee's rent payments in 2009 totaled \$23,710. To achieve the rent adjustment in 2009, Lessee agrees to pay Lessor the sum of \$2,570 on or before December 10, 2009.

Commencing in January 2010, rent payments shall be made in advance and shall be received by the Lessor on or before the 10th day of the month.

Commencing in 2011, and for each subsequent lease year, including each renewal year of the lease, Lessee shall pay the Lessor as monthly rent an amount equal to \$2,190 multiplied by an "Adjustment Factor" based upon the Consumer Price Index. The Parties in their computations shall use the Consumer Price Index, All Urban Consumers, All Items, for all items of the Bureau of Labor Statistics of the United States Department of Labor. The Adjustment Factor is determined as follows:

- a. The Base Factor for computing the Adjustment Factor shall be the Consumer Price Index figure for 2009.

b. The Adjustment Factor shall be computed as a percentage of the Base Factor. For example, assume the Base Factor is 213 and the Consumer Price Index figure for 2010 is 220. The Adjustment Factor is 220 divided by 213 ($220 / 213 = 1.03$) which means that the monthly rent commencing in 2011 will be increased (or decreased, as the case may be) by 1.03%. \$2,190 times 1.03 equals \$2,255.70.

2. Paragraph numbered 3.b. appearing on Page 5 of the January 12, 1999 Agreement is deleted in its entirety.

3. Except as set forth above, all other terms and provisions of the Agreement dated January 12, 1999 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17th day of September, 2009.

CITY OF LAWRENCE, KANSAS
A Municipal Corporation
Lessor

By: _____
David L. Corliss, City Manager

ATTEST:

Jonathan M. Douglass, City Clerk

HETRICK AIR SERVICES, INC.
A Kansas Corporation
Lessee

By: 
Lloyd A. Hetrick

STATE OF KANSAS)
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 17th day of September, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lloyd A. Hetrick, on behalf of Hetrick Air Services, Inc., who is personally known to me to be the same person who executed the within and foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year last above written.

Janice K. Smith

Seal: Notary Public - State of Kansas
Janice K. Smith
My Appt. Exp 11-21-11

Notary Public