

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, entered into as of the ____ day of _____, 2015, by and between the **CITY OF LAWRENCE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”) and **DOUGLAS COUNTY, KANSAS**, a body corporate and politic organized and existing under the laws of the State of Kansas (the “County”), as lessors, and **BIOSCIENCE AND TECHNOLOGY BUSINESS CENTER, INC.**, a Kansas not for profit corporation (“BTBC”), formerly known as **LAWRENCE-DOUGLAS COUNTY BIOSCIENCES AUTHORITY, INC.**, as lessee.

WHEREAS, BTBC, the City, and the County entered into a certain Lease Agreement dated January 1, 2010, pertaining to certain real estate legally described as:

LOT 2, BLOCK ONE, IN OREAD CENTER (A REPLAT OF LOT 1B OF A LOT SPLIT OF LOT ONE, OREAD WEST NO. 8), A SUBDIVISION IN THE CITY OF LAWRENCE, DOUGLAS COUNTY, KANSAS.

WHEREAS, Section 14.1 of the Lease Agreement provides that the Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of all parties thereto; and

WHEREAS, BTBC, the City, and the County desire to amend, change, modify, or alter the Lease Agreement in the following manner;

NOW THEREFORE, in consideration of the mutual representations, covenants, and agreements herein contained, the City, the County, and BTBC do hereby amend said Lease Agreement as follows:

1. Section 5.1(a) of the original Lease Agreement dated January 1, 2010 is hereby amended to state in its entirety as follows:

“Section 5.1. Basic Rent.

(a) The BTBC covenants and agrees to pay as Basic Rent to the City and the County on each February 1 and August 1 (each, a “Rent Payment Date”) beginning August 1, 2010 through and including August 1, 2017, the sum of \$12,500.00. On each Rent Payment Date thereafter, the BTBC shall pay as Basic Rent to the City and the County the Principal Portion of Basic Rent as shown on **Amended Schedule I**, plus the Interest Portion of Basic Rent. The Interest Portion of Basic Rent on each Rent Payment Date shall be determined by (a) multiplying the Cumulative Outstanding Principal Amount as shown on **Amended Schedule I** hereto on each Rent Payment Date by the Annual Interest Rate, as determined from time to time, and (b) dividing such amount by two. The City shall give notice of the Annual Interest Rate to BTBC and the County by January 15 of each year.”

The remaining provisions of Section 5.1 remain unaltered.

2. This Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

3. The City, the County, and BTBC mutually agree and acknowledge that, except as herein expressly provided, the original Lease Agreement dated January 1, 2010 remains in full force and effect.

CITY OF LAWRENCE, KANSAS

By: _____
Mayor Mike Amyx

ATTEST:

City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
 ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me the undersigned, a notary public, came Mike Amyx, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF LAWRENCE, KANSAS, a municipal corporation duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

DOUGLAS COUNTY, KANSAS

By: _____
Jim Flory, Chair of the Board of County
Commissioners

ATTEST:

County Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me the undersigned, a notary public, came Jim Flory, to me personally known, who, being by me duly sworn, did say that he is the Chair of the Board of County Commissioners of DOUGLAS COUNTY, KANSAS, a body corporate and politic duly organized and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said County, and that said instrument was signed and sealed in behalf of said County by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said County.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

**BIOSCIENCE AND TECHNOLOGY
BUSINESS CENTER, INC.**

By: _____
E. LaVerne Epp, Executive Chairman

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me the undersigned, a notary public, came E. LaVerne Epp, to me personally known, who, being by me duly sworn, did say that he is the President and Chairman of BIOSCIENCE AND TECHNOLOGY BUSINESS CENTER, INC., a not for profit corporation duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said organization, and that said instrument was signed and sealed in behalf of said organization by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said organization.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:
