

FOURTH AMENDMENT TO LEASE

THIS Fourth Amendment to Lease is made and entered into this ___ day of March, 2017, 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 6th Street, Lawrence, Kansas 66044 ("Lessee").

RECITALS

- A. The Parties entered into a Lease on October 10, 2007, 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 otherwise modified and/or amended by this Fourth Amendment to Lease, 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, the Parties entered into an Amendment to the Lease extending the term of the original lease for a period commencing April 13, 2012 and ending April 13, 2015, and increased the base rent for that extended term.
- D. 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.
- E. On January 14th, 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.
- F. 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 beginning April 13, 2017 and ending April 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 Fourth 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 one year, beginning April 13, 2017 and ending April 12, 2018. The Lessee shall have the option to request an additional term, exercisable by notice given at least ninety (90) days prior to the termination of the current term. If Lessee has not

timely exercised its option to extend the term of the lease for an additional year, 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 year. Lessor's notice of failure to renew the lease shall be deemed received by Lessee on the date it is physically received by Lessee.

3. **Base Rent.** By agreement of the Parties, the base rent for the leased premises, commencing April 13, 2017 and ending April 12, 2018, shall be \$94,049.00 annually, 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 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)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2017, 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)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 2017, 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: