

Agreement for Lease Renewal

This Agreement for Lease Renewal is made and entered into this 8th day of December, 2009, by and between the City of Lawrence, Kansas, a municipal corporation (hereinafter "City") and Mike Elwell, an individual, (hereinafter "Elwell").

Whereas, the City and Elwell entered into an agreement on December 15, 1999, for the lease of certain real estate owned by the City known as the Barb Wire Building situated in the City of Lawrence, Kansas; and

Whereas, Elwell desires at this time to exercise the option to renew the terms of the December 15, 1999, lease agreement pursuant to the terms and conditions contained therein.

Now, therefore, in consideration of the mutual covenants and agreements herein contained and for good and other valuable consideration, the receipt of which is hereby acknowledged, the City and Elwell agree as follows:

1. Pursuant to paragraph 2 of page 3 of the December 15, 1999, agreement, Elwell exercises the option to renew the lease and the City and Elwell agree that the lease is renewed for one additional period of ten (10) years with the renewal period beginning on April 4, 2007 and ending on April 4, 2017 subject to the terms and conditions of the December 15, 1999 agreement.
2. Elwell shall have the option to extend the lease for seven (7) additional periods of ten (10) years each subject to the terms and conditions of the December 15, 1999 agreement.
3. This Agreement for Lease Renewal expresses the entire agreement between the parties concerning the subject matter hereof.
4. Applicable Law. This Agreement for Lease Renewal shall be governed by and construed in accordance with the laws of the State of Kansas.
5. The City and Elwell hereby covenant that all of the terms of the December 15, 2009 Agreement are to remain in full force and effect, unamended, except as expressly provided for herein.

In Witness Whereof, the parties hereto have executed this Agreement for Lease Renewal as of the date first written above.

ON BEHALF OF THE CITY

Robert Chestnut

Robert Chestnut, Mayor

Attest

Jonathan M. Douglass
Jonathan M. Douglass, City Clerk

MIKE ELWELL, Individual

Mike Elwell
Mike Elwell, "Elwell"

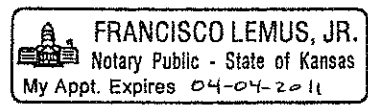
ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED that on this 24 day of February, ²⁰¹⁰~~2009~~,
before me, the undersigned, a Notary Public in and for the County and State aforesaid
came Mike Elwell, who is personally known to me to be the person who executed the
within and foregoing instrument of writing, and duly acknowledge 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 mentioned.

Francisco Lemus
Notary Public



My Commission Expires: 04-04-2011