

STATE OF NEBRASKA
 DEPARTMENT OF ADMINISTRATIVE SERVICES
 STATE BUILDING DIVISION 65093964
 SUBLEASE AGREEMENT - ADDENDUM #2



This Sublease Agreement - Addendum #2, hereinafter this "Addendum," by and between **Lincoln Police Department**, as "Sublessor," and **Department of Administrative Services, State Building Division**, as "Sublessee," acting on behalf of **Nebraska State Patrol**, as "Tenant Agency," for office space located at:

**620 NORTH 48TH STREET
 LINCOLN NE 68504**

WHEREAS, Sublessor and Sublessee entered into that certain Sublease Agreement, commencing November 1, 2008 and ending October 31, 2011, for the exclusive use of 1,886 square feet office space in addition to the non-exclusive use of 3,773 square feet office space; renewed and amended by Amendment #1, commencing November 1, 2011 and ending October 31, 2016; and

WHEREAS, Sublessor and Sublessee desire to renew the Term of this Sublease; and

WHEREAS, Sublessor and Sublessee the payment terms for utilities; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Sublease, as follows:

AGREEMENT

1. As to Section **2. Term.**, paragraph 2.2 of Sublease, the following language shall be added to the end of Section 2, as follows:

"The Term of this Sublease shall be renewed for one (1) year commencing November 1, 2016 and ending October 31, 2017, hereinafter referred to as Renewal Term."

2. As to Section **13. Services and Utilities.**, Subsection 13.1 shall be deleted in its entirety and the following inserted in its place, as follows:

"Utilities/Janitorial Services: Tenant Agency shall pay Sublessor \$1,000 for customary utilities and janitorial services/supplies. The amount due is payable in advance on the first day of November each year throughout the Term and subsequent renewals of this Sublease. In the event of any outage of utility services to the Demised Premises, Sublessor shall use its best efforts to restore said utility service promptly."

3. **NO OTHER CHANGES.** Unless expressly amended hereby, all other terms and conditions contained in this Sublease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Sublease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **EFFECTIVE DATE.** This Addendum shall be effective as of November 1, 2016.

5. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Sublessor and Sublessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Sublease.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

SUBLESSOR:

Chris Beutler, Mayor
City of Lincoln

Date

SUBLESSEE:

Rodney Anderson, Administrator
AS – State Building Division

Date