



LEASE AMENDMENT TEMPLIN

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E-Signature Summary

E-Signature 1: Kenneth J. Templin (KJT)
May 01, 2020 06:14:19 -8:00 [8A9B0A9D6E84] [174.198.19.203]

E-Signature 2: Julia M Olafson (JMO)
May 01, 2020 05:29:32 -8:00 [5A0AD13C8597] [75.97.120.13]
julia.olafson@dboone.org

E-Signature 3: Bucky Scott (BS)
May 04, 2020 13:34:03 -8:00 [FECC88EA5C1A] [108.52.118.147]
bucky.scott@dboone.org



AMENDMENT TO AGREEMENT OF LEASE

THIS AMENDMENT TO AGREEMENT OF LEASE (“Amendment”) is dated as of this ____ day of 05/04/2020, 2020, by and between DANIEL BOONE AREA SCHOOL DISTRICT, a school district organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 501 Chestnut Street, Birdsboro, PA 19508 (“Landlord”), and KENNETH J. TEMPLIN, an adult individual with an address of [REDACTED] (“Tenant”).

W I T N E S S E T H:

WHEREAS, Tenant, pursuant to an Agreement of Lease between Landlord and Tenant dated March 23, 2020 (the “Lease”), presently occupies and leases from Landlord a portion of that certain parcel of ground with improvements thereon erected, commonly referred to as the Birdsboro Elementary Center, located at 400 W. 2nd Street in Birdsboro Borough, Berks County, PA, as depicted on Exhibit “A” to the Lease (the “Leased Premises”).

WHEREAS, the parties hereto now desire and intend to amend the Lease and Amendment as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Section 2(a) of the Lease is hereby deleted and replaced with the following: “(a) The term of this Lease (the “Term”) shall be for fifty-one (51) months, commencing on April 1, 2020 (the “Commencement Date”) and ending on June 30, 2024, subject to the provisions herein.”

2. Section 4 of the Lease is hereby deleted and replaced with the following:

“(a) In consideration of this Lease, Tenant covenants and agrees to pay to Landlord the fixed minimum rent, without prior notice or demand, and without abatement, deduction, or setoff unless otherwise provided herein, as forth below in equal monthly installments, in advance, on or before the first day of each month.

	<u>Annual Fixed Minimum Rent</u>	<u>Monthly Fixed Minimum Rent</u>
April 1, 2020 – June 30, 2020:	\$2,307.00	\$192.25
July 1, 2020 – June 30, 2021:	\$2,422.35	\$201.86
July 1, 2021 – June 30, 2022:	\$2,543.50	\$211.96
July 1, 2022 – June 30, 2023:	\$2,670.70	\$222.56
July 1, 2023 – June 30, 2024:	\$2,804.20	\$233.68

(b) Tenant shall also pay to the Landlord, at the address specified hereunder, without prior notice or demand, and without abatement deduction, or setoff unless otherwise provided herein, all additional rent as provided in this Lease. All payments under this Lease to be made by Tenant to Landlord shall be made payable to and mailed or personally delivered to Landlord at the following address:



Daniel Boone Area School District
Attention: Chief Financial Officer
501 Chestnut Street
Birdsboro, PA 19508.

Landlord may designate another place for payments under this Lease to be made by Tenant to Landlord by providing notice to Tenant in writing.”

3. The Landlord’s address in Section 30 of the Lease is hereby revised to read as follows:

“Daniel Boone Area School District
Attention: Chief Financial Officer
501 Chestnut Street
Birdsboro, PA 19508.”

4. **TENANT HEREBY KNOWINGLY, WILLINGLY AND INTENTIONALLY, AND ON THE ADVICE OF SEPARATE COUNSEL, REMAKES AND REAFFIRMS THE CONFESSION OF JUDGMENT AND WAIVER OF TRIAL BY JURY PROVISIONS SET FORTH IN THE LEASE.**

KJT

INITIALS OF TENANT

5. This Amendment may be signed in any number of counterparts which, when taken together, shall constitute one and the same document. The parties further agree that any facsimile or electronic signature shall be deemed to have been fully delivered and shall be as effective as an original signature and shall be equally binding as though delivered directly by hand to each other.

6. Tenant hereby represents and warrants to Landlord that the individual executing this Amendment on behalf of Tenant has the full right and authority to enter into this Amendment and bind Tenant to this Amendment.

7. In all other respects, except as otherwise provided for herein, the terms and conditions of the Lease are hereby ratified, confirmed and reaffirmed and shall remain in full force and effect and be binding upon the parties hereto. In the event of a conflict between the provisions of this Amendment and the provisions of the Lease, the terms and conditions of this Amendment shall control. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Lease.

[The remainder of this page is intentionally blank.]



8. The Lease and Amendment constitute the entire agreement between the parties with respect to the Leased Premises. Any further change or amendment to the Lease and Amendment shall not be effective unless executed by the parties against whom the writing is to be enforced.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused these presents to be duly executed the day and year as provided herein.

TENANT:
KENNETH J. TEMPLIN

Kenneth J. Templin
Signed on 20200501 08:14:19 -8:00

Kenneth J. Templin

LANDLORD:
DANIEL BOONE AREA SCHOOL DISTRICT

By: Julia M. Olafson
Signed on 20200501 05:29:32 -8:00

Board President

Attest: Bucky Scott
Signed on 20200504 13:34:03 -8:00

Board Secretary

