SIXTH AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement is entered into as of this ____ day of July, 2013, by and between:

Market Parking, Inc.
Hereinafter referred to as "Landlord"

and

Sedgwick County, Kansas, Hereinafter referred to as "Tenant"

Whether said Landlord or said Tenant is one or more, or an individual, partnership, corporation, or other.

WITNESSETH

WHEREAS, the parties hereto entered into a lease agreement on the 16th day of August, 2000, involving certain premises in the property located at the Hillcrest Financial Center, 7701 E. Kellogg, Wichita, Kansas (the Original Lease Agreement); and

WHEREAS, the parties hereto amended the lease agreement on the 6th day of March, 2002 and again on the 2nd day of July, 2003 and again on the 19th day of July, 2006 and again on 29th day of August, 2007 and again on the 28th day of July, 2010; and

WHEREAS, the parties have found it necessary and desirable to make another amendment to the Original Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to amend and make this Fourth Amendment to their Original Lease Agreement.

- 1. Section 2 of the Original Lease Agreement is hereby amended and shall read as follows:
 - 2. **TERM**. This term of this lease shall be on a month-to-month basis beginning the 1st day of August, 2013. The same terms and conditions from the initial lease and subsequent amendments shall be effective throughout the duration of this lease. The lease may be terminated by either party provided a written notice of at least 30 days is given.
- 2. Paragraph 4 (a) of the Original Lease Agreement is hereby amended and shall read as follows:

4. RENTAL AND ADJUSTMENTS.

(a) In consideration of this lease, Tenant promises and agrees to pay Landlord, or to such entity or place as Landlord may direct in writing from time to time for the leased premises as hereinafter defined and adjusted. Rent shall be due and payable in monthly installments of Eleven Thousand, Six Hundred Seventeen Dollars (\$11,617.00) from August 1, 2013 and every month thereafter as long as the lease is in force, without notice of demand, both of which are hereby expressly waived, and without offset or counterclaim except as specifically herein provided. Rent payments shall be made in advance on the first day of each month and every month of the term hereof.

If any installment of rent is not received in its entirety by Landlord before midnight of the fifteenth day after the date due, Tenant shall pay Landlord a late payment charge equal to five percent (5%) of such installment; said late payment charge shall be assessed for each month that the monthly rent installment is unpaid.

- 3. Paragraph 27, "Termination," is hereby amended and shall read as follows:
 - 27. TERMINATION: This agreement shall automatically renew from month to month starting August 1, 2013, but may be terminated by either party by giving the other a 30-day written notice of intention to terminate. In the event the Tenant defaults in the payment of the rent or in the performance of its obligation described herein, Landlord, at its sole option, may terminate this Lease Agreement without notice. On the expiration or other termination of this Lease Agreement, Tenant's right to use of the Leased premises shall cease and Tenant shall vacate the leased premises without unreasonable delay.

All other conditions, covenants and promises contained in the Original Lease Agreement the 16th day of August, 2000 and the First, Second, Third, Fourth, and Fifth Amendments thereto, not specifically modified herein shall remain in full force as written therein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Lease Agreement to be executed the day and year first above written.

Landlord:	Tenant:
MARKET PARKING, INC	SEDGWICK COUNTY, KANSAS
Test allower	
JOE VERBECKMOES	JAMES B. SKELTON, Chairman
Property Management	ATTEST:
Benchmark Real Estate Group	ATTEST.
	Kelly Arnold, County Clerk
	APPROVED AS TO FORM ONLY:
	Jennily Mayora
*	Jennifer Magana, Deputy County
	Counselor
	APPROVED AS TO FORM ONLY:
	ATROVEDAS TO JORDI DIVET.
	1/ap/h
	Tania Cole, Manager, Facility Projects
	9