

**SECOND AMENDMENT TO  
STANLEY LEASE AGREEMENT**

THIS SECOND AMENDMENT amends the following Lease Agreement (the “Original Agreement”) and Amendment #1 to Lease Agreement (“First Amendment”) (hereafter the Original Agreement and the First Amendment are jointly referred to as the “Agreement”) :

Lessor:	Unified School District No. 259, Sedgwick County, Kansas (the “Lessor”)
Lessee:	The Board of County Commissioners Of Sedgwick County, Kansas (the “Lessee”)
Date of Agreement:	July 26, 2006
Date of First Amendment:	December 6, 2006
Leased Property:	A portion of Stanley Elementary School located at 1749 South Martinson, Wichita, Kansas

Lessor and Lessee agree to amend the Original Agreement as follows:

SECTION 1. Paragraph 1 of the Agreement is amended to read as follows:

1. Premises. Lessor hereby leases to Lessee, upon and subject to the terms, conditions, covenants and agreements set forth in this Lease, approximately 3,000 square feet (the square footage being calculated as shown on Attachment “A” that is made a part hereof as though fully set forth herein (the “Premises”) within the Stanley School. The location of the Premises within the Stanley School is shown on Attachment “B” hereto which is made a part hereof as though fully set forth herein. The use and occupation of the Premises by Lessee includes Lessee’s right to use in common with the Lessor and others the space described and identified in Attachment “B” as common area (“Common Area”). For purposes herein it is agreed that Lessee’s Premises (including the sharing of the Common Area) equals 5.52% (“Usable Pro-Rata Share”) of the Stanley School.

SECTION 2. Paragraph 4(c) of the Original Agreement is amended to read as follows:

4.c. Lessee, on an annual basis, shall pay Base Rent and Additional Rent. Base Rent shall be payable on a pro-rata basis spread over a twelve (12) month period with the first payment being due on the first day of each month beginning on the first day of the first month of the initial term and on the first day of each month thereafter during the Initial Term and any Extended Term. Base Rent for the Initial Term is Eleven Thousand Nine Hundred and Seventy-eight Dollars and Sixty-four Cents (\$11,978.64) or Nine Hundred and Ninety-eight Dollars and Twenty-two Cents (\$998.22) per month. Lessor, during the Initial Term and any Extended Term of this Lease, shall, in writing, give Lessee notice of the amount

of Operating Cost for the previous July 1 to June 30 period by August 15 of each term. The amount of Operating Cost given to Lessee on each August 15 shall be used to calculate Additional Rent for the then-current Term and shall be used to calculate Base Rent for the upcoming Term. If Additional Rent is a positive amount then Lessee shall pay the Additional Rent by the upcoming August 31. If Additional Rent is a negative amount, then Lessor shall pay Lessee the difference on or before the upcoming August 31. At Lessee's request, Lessor shall provide Lessee with invoices and other documentation that Lessor used to calculate Operating Cost.

SECTION 3. Attachment A to the Original Agreement is amended to read as follows:

**Attachment "A"**

Main Office	2,050 square feet
Waiting Room (one-half share)	750 square feet
Restrooms (one-third share)	<u>200 square feet</u>
 Total Occupied Square Footage	 3,000 square feet

SECTION 4. Attachment B to the Original Agreement is amended as set forth in Attachment A to this Second Amendment to the Agreement that is attached hereto and incorporated by reference into this Second Amendment as though it is fully set forth herein.

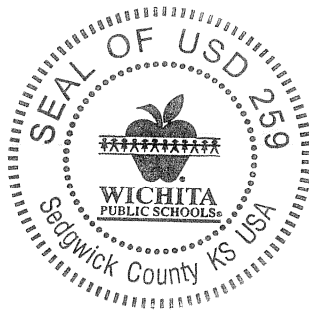
SECTION 5. All other terms of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this \_\_\_\_ day of \_\_\_\_\_, 2011.

"LESSOR"

UNIFIED SCHOOL DISTRICT NO. 259,  
SEDGWICK COUNTY, KANSAS

By Betty Arnold  
Betty Arnold, President of the Board of  
Education



ATTEST:

By Mike Willome  
Mike Willome, Clerk of the Board

ALESSEE@

SEDGWICK COUNTY, KANSAS

By: \_\_\_\_\_  
David M. Unruh, Chairman of the Board of  
County Commissioners

ATTEST:

By \_\_\_\_\_  
Kelly Arnold, County Clerk

APPROVED AS TO FORM:

By Jennifer Magana  
Jennifer Magana, Deputy County Counselor

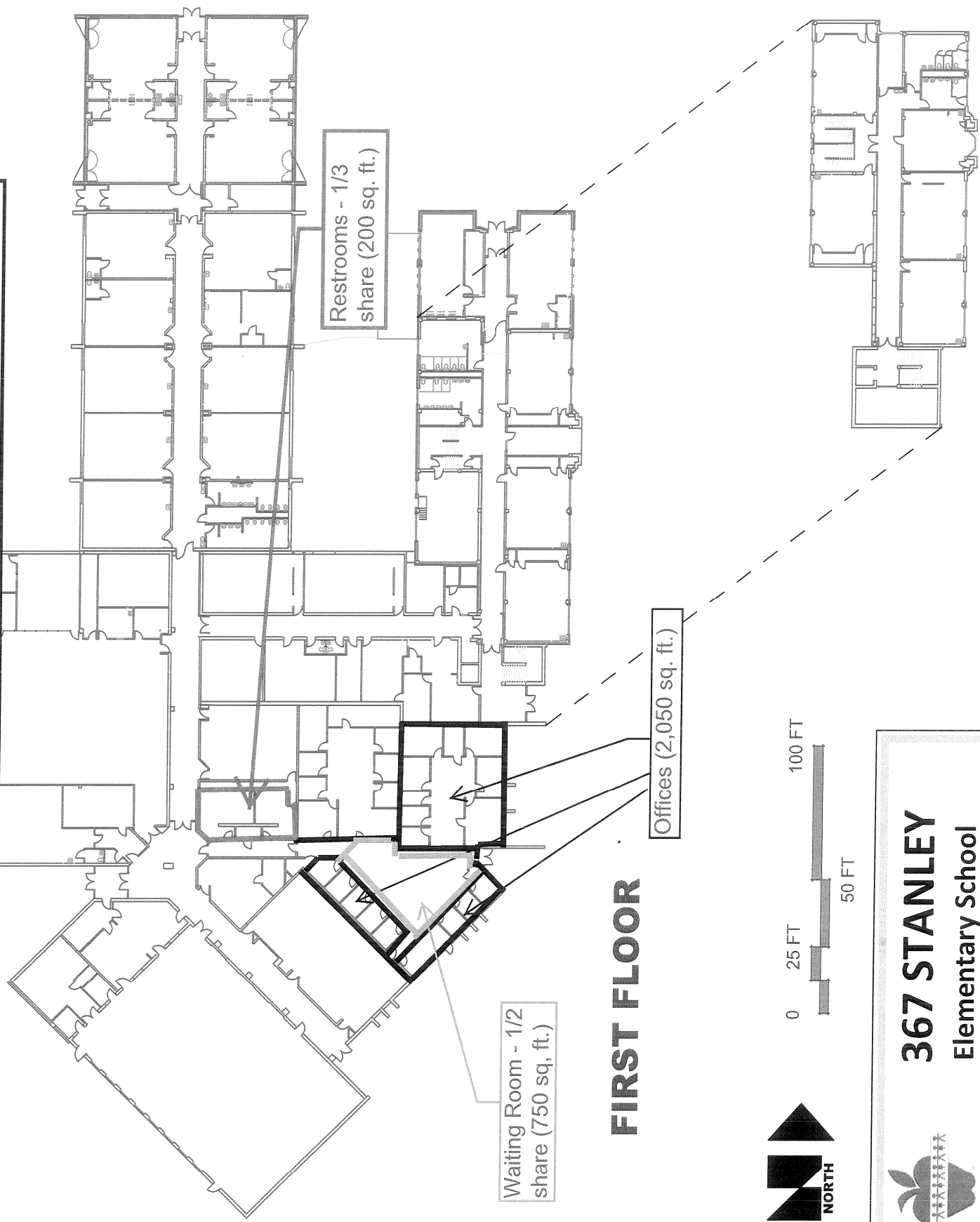
REVIEWED BY:

Paula A. Downs  
Paula Downs, Manager  
Facility Project Services

**Attachment "A"**

Depiction of Leased Premises

Attachment "A" to Second Amendment to Stanley Lease Agreement  
REPLACES ATTACHMENT "B" TO ORIGINAL AGREEMENT



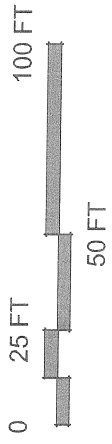
Waiting Room - 1/2  
share (750 sq. ft.)

Restrooms - 1/3  
share (200 sq. ft.)

Offices (2,050 sq. ft.)

# FIRST FLOOR

# SECOND FLOOR



**367 STANLEY**  
Elementary School  
1749 S Martinson, WICHITA, KANSAS 67213