

FIRST AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement is entered into as of this ____ day of _____, 2012, by and between Sedgwick County, Kansas, hereinafter referred to as "Lessee," and Keith Bomholt, hereinafter referred to as "Landlord."

WITNESSETH:

WHEREAS, the parties hereto entered into a lease agreement on the 27th day of July, 2011, ("Original Lease Agreement"); and

WHEREAS, the parties have found it necessary to make amendments 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 the Original Lease Agreement.

SECTION 1. Section 2 of the Original Lease Agreement is hereby amended and shall read as follows:

- "2. **Lease Term.** The term of this lease shall be for a period of one year, commencing August 1, 2012 and terminating on July 31, 2013, and shall automatically renew every year, subject to approved grant funding from the Department of Housing and Urban Development for the entire term of the transitional housing project."

SECTION 2. Section 4 of the Original Lease Agreement is hereby amended and shall read as follows:

- "4. **Compensation and Billing.** Landlord agrees to provide apartment units for transitional housing project participants and for office space for project staff. Lessee agrees to provide Landlord with monthly rent subsidies for a total amount not to exceed Ninety-seven Thousand, Seven Hundred Ninety-two dollars and Forty-four cents (\$97,792.44) per year during the term of this lease. The subsidies shall be based on a rate of \$605.21 for the office apartment, \$452.41 for the single units and \$605.21 for the multi-bedroom units. Landlord will bill for rent subsidies on a monthly basis, and Lessee agrees that such billing will be payable on a monthly basis. Billing shall include all necessary supporting documentation to include the number of units occupied during the prior month.

Said rent subsidies will continue in each automatically renewed lease in the same amount as above, unless and until the fee structure is changed by HUD in its grant award.

SECTION 3. Other terms and conditions. All other terms and conditions of the Original Lease Agreement are retained under this First Amendment to Lease Amendment and shall remain in full force and effect and govern the actions and obligations of the parties hereto unless specifically accepted or otherwise noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date below.

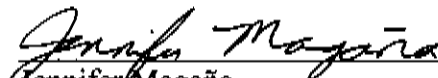
ATTEST:

SEDGWICK COUNTY, KANSAS

Kelly B. Arnold, County Clerk

Tim R. Norton, Chairman
Sedgwick County Board of County Commissioners

APPROVED AS TO FORM:



Jennifer Magaña
Deputy County Counselor

LANDLORD

REVIEWED BY:



Paula Downs
Project Services Manager



Keith Bomholt, Landlord