

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is made and entered into this \_\_\_\_ day of March 2015 by and between Sedgwick County, Kansas ("Lessee") and 2716 Partnership ("Lessor").

WITNESSETH:

WHEREAS, on March 23, 2005 Lessee entered into a lease agreement with Lessor, referred to as "the Lease" for approximately 13,000 square feet of net rentable area at 2716 West Central, Wichita, Kansas, hereinafter referred to as "the Premises"; and

WHEREAS, Lessor and Lessee have mutually agreed to amend the terms.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, Lessor and Lessee do hereby agree to amend and modify the Lease as follows:

1. Section 1 of the Lease, "Term," shall be amended to read as follows:

"Lessor does hereby grant, lease and let to Lessee and Lessee does hereby rent from Lessor the Premises for a term of two (2) years commencing April 1, 2015 and expiring March 31, 2017, with the option to renew the Lease Agreement for up to three (3) successive one-year terms subject to mutual agreement of the parties."

2. Section 2 of the Lease, "Rental," shall be amended to read as follows:

"2.a. Amount. Lessee agrees and covenants to pay as rent of the Premises, for Term stated, the current rate (\$75,147.22) for the two year term, and then increases by 1% each year for each of the three (3) renewal options:

1<sup>st</sup> Renewal - \$75,898.69

2<sup>nd</sup> Renewal - \$76,657.68

3<sup>rd</sup> Renewal - \$77,424.26

Payments are made in advance, on the 1<sup>st</sup> day of each month during the term of this Lease, beginning with the month of April, 2015."

2.b. The Lessee agrees to pay as additional rent any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this Lease, and any and all damages, costs, and expenses which the Lessor may suffer to incur by reason of any default of the Lessee on its part to comply with the covenants of this Lease.

2.c. Security Deposit. Lessee hereby deposits with Lessor the sum of Five Thousand Nine Hundred Fifty-Eight and 33/100-----Dollars (\$5,958.33) as a Security Deposit and both parties agree that; (1. Lessor may commingle said deposit with other funds of Lessor and that Lessee is not entitled to any interest on said deposit; (2. Lessor may apply said deposit towards any amounts owed to Lessor by Lessee by reason of Lessee's non-compliance with or breach of any of the terms of this lease; (3. Lessee has no right to apply any portion of the said deposit toward any rent due under this lease; (4. Lessor will return to Lessee, within thirty (30) days after the termination of this Lease or of any renewal term, the balance of said deposit, along with a statement of any deductions; Lessor will notify Lessee, in writing, before the end of said thirty (30) days, if Lessor needs additional time to obtain bids to repair any damages caused by Lessee.

3. Section 20 of the Lease, "Notice to Vacate," shall be amended to read as follows:

"Lessor and Lessee agree that either party can give a 180-day prior written notice for the tenant to vacate at any time during this lease term. Notices must be executed in the manner stated in paragraph 2.d. of the Lease Agreement."

4. All terms, conditions, and provisions contained in the original Lease Agreement that are not amended herein shall remain in full force and effect.
5. Each person executing this amendment represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties have subscribed their names and caused this Amendment to the Lease Agreement to be executed in duplicate as of the day, month and year first above written.

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**LESSOR:**

2716 Partnership

75merhouse  
Signature

T. SUMMERHOUSE  
Name

MANERGER  
Title

**LESSEE:**

SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
RICHARD RANZAU, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:

Jennifer Magaña  
JENNIFER MAGAÑA  
ACTING COUNTY COUNSELOR