

## FIFTH AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement is entered into as of this \_\_\_\_ day of March, 2015, by and between the Jim Ramsey Company, Ltd., hereinafter referred to as "Lessor" and Sedgwick County, Kansas, hereinafter referred to as "Lessee."

### WITNESSETH:

**WHEREAS**, the parties hereto entered into a lease agreement with Lessor, referred to as "the Lease" for approximately 10,000 square feet of net rentable area at 940 North Waco, Wichita, Kansas, hereinafter referred to as "the Premises" on the 12<sup>th</sup> day of April, 2000 (the Original Lease Agreement); and

**WHEREAS**, the parties hereto amended the lease agreement on the 17<sup>th</sup> day of April, 2002; again, on the 2<sup>nd</sup> day of March, 2005; again, on the 25<sup>th</sup> day of April, 2007; and again on the 31<sup>st</sup> day of March 2010; and

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

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

1. Section 2 of the Lease shall be amended to read as follows:

"2. Lessor does hereby grant, lease and let to Lessee and Lessee does hereby rent from Lessor the Premises for a term of five (5) years commencing April 1, 2015 and expiring March 31, 2020, with the option to renew the Lease Agreement for up to two (2) successive one-year terms subject to mutual agreement of the parties. Either party may terminate the lease for any reason without penalty upon providing a 180 days' written notice of its intent to terminate to the other party."

2. Section 3 of the Lease shall be amended to read as follows:

"3.a. Lessee agrees and covenants to pay as rent of the Premises, for Term stated, the annual rate currently established rate (\$70,400.00) for each year of the five year term, and rent then increases by 3% effective with the first year of the two (2) renewal options:

1<sup>st</sup> Renewal - \$72,512.00

2<sup>nd</sup> Renewal - \$72,512.00

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.

In addition to other remedies the Lessor may have for late payment of rent due for any rent not paid within seven (7) days of the due date, Lessee shall be subjected to a service charge equal to five percent (5%) of the principal amount of any rent past due, and such amount shall be paid by Lessee to Lessor upon demand.

3.b. Lessor shall pay all ad valorem taxes and special assessments levied against the leased property. Lessee shall pay all personal property taxes levied against leased property as and when the same shall be due and payable.

3.c. Lessor shall carry public liability insurance on the Common Area of Lessor's Tract (all that portion located outside of the building) providing coverage of not less than C.S.L. property damage insurance, or single limit insurance in the amount of \$300,000.00. Lessor shall also carry insurance for fire, extended coverage, vandalism, malicious mischief, and other endorsements deemed advisable by Lessor, insuring the leasehold improvements on Lessor's Tract, including the leased premises and all appurtenances thereto.

3.d. Lessee is self-insured.

3.e. All policies of insurance referred herein shall provide for waiver by the insurer of rights of subrogation against the Lessor or Lessee and Lessor and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the premises or in connection with property on or activities conducted on the premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

3.f. Lessee shall be liable for all the utilities of the building, which shall include electricity, gas, water, and telephone, as well as trash removal. Lessee shall, at its sole expense, provide for its own janitorial service and furnish its own related paper products.

3.g. Lessee shall keep and maintain the interior of said property and premises and all appurtenances thereof, including minor repair or maintenance, and all glass, in good condition and repair at Lessee's sole expense, and will return the same in good condition and repair at the termination of this Lease or any renewal thereof, ordinary wear and tear excepted. However, Lessor shall maintain all exterior and structural walls and roof and all parking areas at Lessor's sole cost and expense. Initially, Lessor shall, at its sole cost and expense, deliver the heating, ventilating, and air conditioning system (servicing, repairing, or replacing as necessary) serving the leased premises in good operational condition. Thereafter, lessee shall provide for routine maintenance and repairs of said HVAC system. Lessee shall be responsible for any cost to repair or replace any component part of the system up to an amount not to exceed \$300.00 per occurrence. Lessee shall maintain all exterior planting areas, including lawn mowing, trimming, and the expeditious removal of snow and ice.

3.h. Lessee shall keep said premises and appurtenances in good, sanitary, and leasable condition, free from filth, nuisance, or danger of fire, and will use the same so as to fully meet and comply with all health and police regulations and ordinances and all other laws now in force or which may hereafter be enacted by the City of Wichita, State of Kansas, or federal government or department thereof.

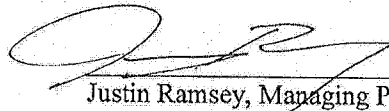
3.i. Lessor agrees to have the premises painted as follows: one coat of matching latex paint (color and sheen) to the interior hallways, two restrooms and lobby walls. This painting is to occur within the first six months of this agreement."

3. All terms, conditions, and provisions contained in the original Lease Agreement and Amendments thereof that are not amended herein shall remain in full force and effect.
4. 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.

Lessor:

JIM RAMSEY COMPANY., LTD.

 *Mar 2, 2015*  
Justin Ramsey, Managing Partner

Lessee:

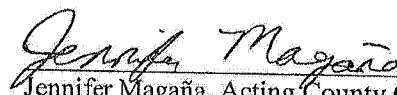
SEDGWICK COUNTY, KANSAS

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

Attest:

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

Approved as to Form:

  
Jennifer Magaña, Acting County Counselor