

FIRST AMENDMENT TO THE CHARITABLE DONATION AGREEMENT

by and between:

**BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS
SITTING AS THE GOVERNING BOARD FOR
SEDGWICK COUNTY FIRE DISTRICT NUMBER ONE
and
ALLISTON RESOURCES LIMITED PARTNERSHIP**

This First Amendment to the Charitable Donation Agreement ("First Amendment") is made and entered into this 12th day of April, 2017, by and between the Board of County Commissioners of Sedgwick County, Kansas, sitting as the governing board of Sedgwick County Fire District Number One, a fire district located within Kansas ("Fire District"), and Alliston Resources Limited Partnership, a Kansas limited partnership ("Owner").

WITNESSETH:

WHEREAS, Owner owns a residence that the Fire District wishes to utilize for training the Fire District employees and also for the purpose of a live fire training exercise; and

WHEREAS, Owner and Fire District reached a Charitable Donation Agreement ("Agreement") where Owner donated a residence ("Residence") to Fire District; and

WHEREAS, the Agreement contemplated that the live fire training exercise ("Live Fire Training Event") would occur by March 31, 2017; and

WHEREAS, the Live Fire Training Event has not yet occurred and the parties would like to amend the Agreement so that the Live Fire Training Event can occur after March 31, 2017; and

WHEREAS, Paragraph 22 of the Agreement provides that any amendment to the Agreement would need the written consent of both parties.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Amendment to Paragraph 2 of the Agreement.

Paragraph 2 of the Agreement is retained in its same form, except that the Live Fire Training Event will occur between February 1, 2017, and June 30, 2017, such that the Live Fire Training Event must be concluded by 11:59 P.M. on June 30, 2017.

The intent of this amendment is to provide the Fire District with an additional three (3) months in which to finalize training and complete the Live Fire Training Event.

2. For all other intents and purposes, the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS,
GOVERNING BODY FOR SEDGWICK
COUNTY FIRE DISTRICT NUMBER ONE

ALLISTON RESOURCES
LIMITED PARTNERSHIP

David M. Unruh, Chairman
Commissioner, First District



Pamela S. Good
General Partner




Paula K. Barden
General Partner

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPROVED AS TO FORM:



Justin M. Waggoner
Assistant County Counselor