

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Agreement entered into this \_\_\_\_ day of April, 2017, by and between Sedgwick County, Kansas ("Tenant") and Amidon Partners, Ltd., ("Lessor")

WITNESSETH:

WHEREAS, the parties entered into a lease agreement on the 15<sup>th</sup> day of December 2010, ("Original Lease Agreement"); and First Amendment dated October 1, 2014 ("First Amendment").

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

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties do agree the Original Lease Agreement shall be amended as follows:

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

"1. Premises, Term and Termination. Lessor lets and leases unto Tenant the premises legally described as follows:

15,148 square feet of space on the first floor and second floors; Suites 100, 130, 206, 211 and 219 in the office building commonly known as Marina Point II, 1919 N. Amidon, Wichita, Kansas, consisting of the total of the following:

Suite 100: 4981 square feet of space  
Suite 130: 2663 square feet of space  
Suite 206: 1300 square feet of space  
Suite 211: 1000 square feet of space  
Suite 219: 5204 square feet of space

for a period of time commencing June 1, 2017, and terminating at midnight on September 30, 2019. The leased premises are to be used and occupied by Tenant for the purposes of general office and medical office use. This term shall be automatically renewed for two (2) one-year periods under the same terms and conditions contained herein, unless Tenant provides Landlord with at least ninety (90) days prior written notice of its intent to not renew the lease. This lease may be terminated at any time by either party upon one-hundred twenty (120) days written notice to the other party, stating the intent to terminate and the effective date of such termination. Early termination of the lease is subject to the terms and conditions outlined below in Section 26."

2. Compensation: As rent for said premises for each annual term herein, Tenant shall pay to Lessor the sum of One Hundred Ninety Two Thousand Eight Hundred Thirty Four Dollars and 00/100 (\$192,834.00) in equal monthly installments of Sixteen Thousand Sixty Nine Dollars and 50/100 (\$16,069.50) on the first day of each month through the end of the term, beginning June 1, 2017.

3. TI WORK: Landlord will provide and pay for the following improvements in Suite 206: Carpet in two offices, VCT in the rest of the suite, and new paint on the walls. Landlord also agrees to add additional plexiglass walls on second floor for safety around atrium including removal of bench presently on second floor.

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

ATTEST:


TENANT  
SEDGWICK COUNTY, KANSAS


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

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

APPROVED AS TO FORM:

LESSOR:

  
\_\_\_\_\_  
Misha C. Jacob-Warren  
Assistant County Counselor

  
\_\_\_\_\_  
Amidon Partners, Ltd.

REVIEWED BY:

  
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Tania Cole, Project Services Manager