

STATE OF TEXAS §
§ LEASE AGREEMENT
COUNTY OF BELL § AMENDMENT NO. 1

WHEREAS, the City of Killeen and Richard Milburn Academy, Inc., entered into a Lease Agreement effective August 1, 2011, for the lease of real property at 802 N. Second Street in Killeen, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and

WHEREAS, pursuant to the provisions of the Agreement, the parties desire to amend the Agreement;

NOW, THEREFORE, WITNESSETH:

Effective November 1, 2015, the Agreement will continue in full force and effect, with the exception of the changes made and incorporated in Agreement Amendment No. 1 herein:

I. Article III, Paragraph A is hereby amended to read as follows:

A. Monthly Rent

On or before the first of each month during this lease, Lessee will pay Lessor seven thousand nine hundred, seventy eight dollars and 78/100 (\$7,978.78) as base rent, with the first month's rent due on or before the fifth day of each month. ~~Lessor will provide janitorial services for additional monthly rent of seven hundred thirty-two dollars and no/100 (\$732.00). The total monthly rent due each month will be eight thousand seven hundred ten dollars and 78/100 (\$8,710.78).~~

II. Article VI. Paragraph F(2) is hereby amended to read as follows:

(2) Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage in appropriate receptacles. ~~Lessor will provide janitorial services to the leased premises that are customary and ordinary for the property type.~~ Lessee will maintain any

grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2015.

CITY OF KILLEEN:

Glenn Morrison
City Manager

RICHARD MILBURN ACADEMY, INC.

Name

Title