

**LEASE AGREEMENT FOR  
FIRE STATION FACILITY**

THIS LEASE AGREEMENT FOR FIRE STATION FACILITY, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and among the Triple J of Wichita, L.L.C., (“Lessor”) and SEDGWICK COUNTY FIRE DISTRICT NO. ONE (“Lessee”).

WITNESSETH:

WHEREAS, the Lessor is a limited liability company duly organized and existing under the laws of the State of Kansas, with full lawful power and authority to enter into this Lease; and

WHEREAS, the Lessor and Lessee have previously entered into a real property transaction by separate contract which provided the title to property located at 6400 S. Rock Rd., more fully described in Schedule I (Land), would be transferred to Lessor upon relocation of Lessee’s fire station operations from the property; and

WHEREAS, the parties have agreed to transfer title before the relocation of the fire station operations, in exchange for the Lessee’s right to continue using the property for fire station operations until the new fire station is available for relocation of the fire station operations ; and

WHEREAS, Lessor is willing to lease to Lessee the real property for that purpose; and

WHEREAS, the Lessor and the Lessee have agreed to enter into this Lease for the purposes of:

- (a) Establishing the rights and responsibilities of the parties hereto with respect to the Fire Station facility (as hereinafter defined);
- (b) Leasing the property to the Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the Lessee, consistent with the foregoing intent of the parties, desires to lease the facility from the Lessor for the rentals and upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises, of other good and valuable considerations, and of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. In addition to the words, terms and phrases elsewhere defined in this Lease (as hereinafter defined), the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Basic Rent” means the amount set forth in Section 3.1 hereof.

“Default” means any event or condition, the occurrence of which, with the lapse of time, or the giving of notice or both, constitutes an Event of Default.

“Event of Default” means any one of the following events:

With respect to the Lessee (a "Lessee Default"):

- (1) Failure of the Lessee to observe or perform any material covenant, agreement, obligation or provision of this Lease on the Lessee's part to be observed or performed, and the same is not remedied within thirty (30) days after the Lessor has given the Lessee written notice specifying such failure (provided, however, if the event is not susceptible to being cured with due diligence within said thirty days, the time shall be extended for such period as may be necessary to complete the cure with all due diligence); or

With respect to the Lessor (a "Landlord Default"):

The Lessor's failure to perform any material duty or obligation hereunder, which, if remaining uncured for thirty (30) days following receipt of written notice to the Lessor from the Lessee (provided, however, if the event is not susceptible to being cured with due diligence within said thirty days, the time shall be extended for such period as may be necessary to complete the cure with all due diligence).

“Hazardous Substances” means and includes those elements or compounds which are contained in the list of hazardous substances adopted by the EPA or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, or applicable State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

“Land” means the real property described in Schedule I hereto.

“Lease” means this Lease Agreement for Fire Station Facility among the Lessor and the Lessee, as from time to time amended and supplemented in accordance with the provisions thereof, pursuant to which the Lessee shall lease the Fire Station Facility from the Lessor.

“Fire Station” or “Fire Station Facility” means the improvements located on the Land leased as more particularly described in Section 4.1 hereof.

“Notice Address” shall mean the following addresses, or such other address as shall be provided in writing to the parties to this Lease:

(1) With respect to the Lessor:

Morgan Koon  
Triple J of Wichita, L.L.C  
832 North Webb Road, Suite 300  
Wichita, Kansas 67206

(2) With respect to the Lessee:

County Counselor  
Attn: Contract Notification  
525 N. Main, Suite 359  
Wichita, Kansas 67203  
with a copy to:

Project Services  
Attn: Contract Notification  
538 N. Main  
Wichita, Kansas 67203

“Notice Representative” shall mean (1) with respect to the Lessor, Morgan Koon; and (2) with respect to the Lessee, the County Counselor.

“State” shall mean the State of Kansas.

Section 1.2 Representations and Covenants by the Lessee. The Lessee makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(A) The Lessee is a body politic with the right, power and authority, acting on its own behalf, to enter into this Lease, and to perform its obligations hereunder.

(B) It has duly authorized the execution and delivery of this Lease and this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

(C) The Lessee has obtained or will obtain any and all necessary permits, authorizations, licenses and franchises to enable it to continue to operate and utilize the Fire Station facility for the purposes for which it is leased to the Lessee under this Lease.

Section 1.3. Representations and Covenants by the Lessor. The Lessor makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(A) It is a limited liability company existing under laws of the State with the right, power and authority, acting on its own behalf, to enter into this Lease, and to perform its obligations hereunder,

(B) It has duly authorized the execution and delivery of this Lease and this Lease constitutes a legal, valid and binding obligation of the Lessor enforceable in accordance with its terms.

## ARTICLE II

### Section 2.1 Granting of Leasehold; Term.

(A) *Term.* The Lessor by these presents hereby leases, rents, and lets unto the Lessee, and the Lessee hereby leases, rents, and hires from the Lessor, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Fire Station facility. The Term of this Lease shall commence upon the execution of the Lease and continue until the Lessee has relocated its fire station operations from the Fire Station Facility at 6400 S. Rock Road to the property near 47<sup>th</sup> and S. Oliver.

## ARTICLE III

Section 3.1 Basic Rent. The Lessee shall pay to the Lessor the total sum of \$1.00 (One dollar) as Basic Rent for the Term of this Lease. Such Basic Rent shall be payable by the Lessee to the Lessor upon execution.

## ARTICLE IV

### Section 4.1 Insurance. The following policies of insurance shall be in effect:

(A) The Lessee, at its cost, shall self-insure or provide general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which Lessor and the Lessee shall be named as insureds or additional named insured, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least thirty (30) days' advance written notice to Lessor, such insurance to be maintained throughout the life of this Lease;

(B) The Lessor, at its cost, shall provide self-insurance or standard form property insurance insuring the buildings and improvements constituting the Fire Station facility against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Replacement Value of the Fire Station facility. Such policy or policies of insurance shall name Lessor and the Lessee as insureds, as their respective interests may appear, and all payments received with regard to the Fire Station Facility under such policy or policies shall be paid over to the Lessor and applied to costs of the facility; and

Section 4.2 General Insurance Provisions.

(A) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein.

(B) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the Lessor.

(C) Notwithstanding anything in this Article IV to the contrary, any insurance required to be provided by the Lessee may be self-insured by the Lessee. If the Lessee shall elect to self-insure, the Lessor shall have all the benefits provided in Section 4.1(A) that it would have had the Lessee carried the required insurance. Provided, however, if the Lessee self-insures, the Lessee shall not have any duty to defend or indemnify the Lessor with respect to claims arising out of the Lessor's negligent or intentional acts. If the Lessee elects to self-insure, the Lessee shall promptly give the Lessor written notice of such election.

Section 4.3 Mutual Waivers of Subrogation. All policies of insurance referred to herein shall provide for waiver by the insurer of rights of subrogation against the Lessor or the Lessee. The Lessor and the Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or cause by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Fire Station facility, or in connection with property on or activities conducted at the Fire Station facility, and waive any right of subrogation which might otherwise exist in or accrue to any person or entity on account thereof.

**ARTICLE V**

Section 5.1 Impositions. The Lessee shall, during the life of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Lessee shall be required to pay only such installments thereof as become due and payable during the Term of this Lease as and when the same become due and payable. The Lessor covenants that without the Lessee's written consent it will not, unless required by law, take any action which may reasonably be construed as tending to cause or induce the levying or assessment of any Imposition which the Lessee would be required to pay under this Article and that should any such levy or assessment be threatened or occur the Lessor shall, at the Lessee's request, fully cooperate with the Lessee in all reasonable ways to prevent any such levy or assessment.

Section 5.2 Receipted Statements. Unless the Lessee exercises its right to contest any Impositions, the Lessee shall, within thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which the Lessee is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Lessor a photostatic or other suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 5.3 Lessor May Not Sell. The Lessor covenants that, unless the Lessee is in default under this Lease it will not, without the Lessee's written consent, unless required by law, sell or otherwise part with or encumber its interest in the Fire Station facility at any time during the Term of this Lease.

Section 5.4. Lessor Responsibility for Real Property Taxes. Lessor shall be responsible for payment of all real estate taxes that shall, during the term of this Lease, be assessed against the Property.

## ARTICLE VI

Section 6.1 Use of Fire Station Facility. The parties recognize that it is the exclusive right and responsibility of the Lessee to control, manage, direct and supervise the operation of the Fire Station Facility and the conduct of the activities of the Lessee therein, subject to and limited and qualified only by law and the express terms of this Lease. Lessee may use the Fire Station Facility for any governmental purpose other than a Fire Station facility, subject to the approval of the Lessor.

### Section 6.2 Environmental Provisions.

(A) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Fire Station Facility, other than in the ordinary course of business and in compliance with all applicable laws.

(B) In furtherance and not in limitation of any indemnification elsewhere provided to the Lessor hereunder, to the fullest extent allowed by law, the Lessee hereby agrees to indemnify and hold harmless the Lessor from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor by any Person for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Fire Station Facility of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response,

Compensation and Liability Act, any Federal, State or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) caused by the Lessee as tenant.

(C) If the Lessee receives any notice of (i) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Maize EMS Post or in connection with the operations thereon, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Lessee (an "Environmental Complaint") from any Persons (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")), then the Lessee shall immediately notify the Lessor in writing of said notice.

(D) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Lease, to enter the Fire Station facility or to take such actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice from any Person, including, without limitation, the EPA or KDHE, asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Fire Station Facility or any part thereof which, if true, could result in an order, suit or other action against the Lessor which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Lease. All reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee upon demand.

(E) If an Event of Default shall have occurred and be continuing, the Lessee, at the request of the Lessor shall periodically perform (at the Lessee's expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment, of the Fire Station Facility (each of which must be reasonably satisfactory to the Lessor), or of the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the Fire Station Facility. Said audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within thirty (30) days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred in the exercise of such rights shall be payable by the Lessee on demand.

## ARTICLE VII

Section 7.1 Subleases and Operating Contracts. The Lessee may sublease any part of the Fire Station Facility, subject to the next paragraph of this Section, or contract for the performance by others, of operations or services on or in connection with the Fire Station Facility or any part thereof for any lawful purpose; provided, however, that (i) each such sublease or contract shall not be inconsistent with the provisions of this Lease and (ii) the Lessee shall remain fully obligated and responsible under this Lease to the same extent as if such sublease or contract had not been executed.

The Lessee agrees that it will not sublease any portion of the Fire Station facility or assign any portion of this Lease, without having obtained in each case, the consent of the Lessor, which consent shall not be unreasonably withheld.

Section 7.2 Assignments. None of the parties hereto shall assign rights or delegate duties arising hereunder without the express written consent of the other parties hereto.

## ARTICLE VIII

Section 8.1 Utilities and Operating Costs. All utilities and utility services used by the Lessee in, on or about the Fire Station facility, including electrical, water, sanitary sewer, trash collection and telecommunications, shall be contracted for by the Lessee in the Lessee's own name and the Lessee shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. The Lessee covenants and agrees that it will, during the term of this Lease, pay all costs incurred by it in operating and using the Fire Station Facility.

Section 8.2 Alteration of the Fire Station Facility. The Lessee may, with the prior written consent of the Lessor, at the Lessee's sole cost and expense, make such repairs, additions, changes and alterations in and to any part of the Fire Station facility as the Lessee from time to time may deem necessary or advisable.

Section 8.3 Maintenance. During the Term hereof, the Lessee shall be responsible at its expense for maintenance, repair and replacement of the HVAC, plumbing, electrical and mechanical and structural systems located at the facility, as well as all fixtures and equipment constructed or installed therein; the Lessee shall maintain the utilities coming to the facility, pavements, sidewalks, sprinkler systems, roofs, gutters, exterior doors, windows, and surfaces in good order and condition. In addition, the Lessee will provide grounds keeping, lawn care, and snow and ice removal services during the Term.

Throughout the Term of this Lease, the Lessee shall be responsible for maintaining a clean and orderly facility, and for normal interior custodial maintenance and upkeep, including changing HVAC filters, providing preventive maintenance to the HVAC, painting interior wall surfaces as needed, making minor interior repairs caused by normal wear and tear, and for replacement of lamps and ballast. The Lessee will assure that exterior grounds are free from trash and litter. The Lessee will continue ownership of installed appliances, fixtures and equipment installed by the Lessee, and replace as determined necessary by the Lessee. The Lessee will be responsible for any damage caused by negligence or accident to the extent such damage is not covered by insurance.

During the Term hereof, the Lessee shall promptly report all maintenance problems to the Lessor.

## ARTICLE IX

### Section 9.1 Indemnity.

(A) Pursuant to the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., the Lessee agrees to fully indemnify, defend and hold harmless the Lessor, and the elected officials, officers, employees, agents and volunteers of each, from any and all loss, damage, liability, claim, demand, or cause of action whatsoever arising out of or resulting from any negligent act or omission or willful misconduct of the Lessee, its officers, employees, independent contractors, or representatives in the performance of this Lease.

(B) The Lessor agrees to fully indemnify, defend, and hold harmless the Lessee, its elected officials, officers, employees, agents, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever arising out of or resulting from any negligent act or omission or willful misconduct of the Lessor, its officers, employees, independent contractors, or representatives in the performance of this Lease.

## ARTICLE X

Section 10.1 Access to Fire Station Facility. The Lessor, for itself and its duly authorized representatives and agents including representatives and agents of the Lessor, reserves the right to enter the Fire Station facility at all reasonable times during usual business hours throughout the Term, upon reasonable advance notice to the Lessee, for the purpose of examining and inspecting the same.

## ARTICLE XI

### Section 11.1 Damage and Destruction.

(A) If, during the Term, the Fire Station facility is damaged or destroyed, in whole or in part, by fire or other casualty, the Lessee shall promptly notify the Lessor in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(B) If the Lessee and the Lessor shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Lessee shall proceed with and complete such rebuilding, repairing, restoring or replacing. The Lessee shall not, by reason of its inability to use all or any part of the Fire Station facility during any period in which the facility is damaged or destroyed, or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, nor by reason of its decision not to rebuild, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent payable by the Lessee under this Lease nor of any other obligations of the Lessee under this Lease.

(C) If the Lessee and the Lessor shall determine that rebuilding, repairing, restoring or replacing the Fire Station facility is not practicable and desirable any net proceeds of casualty insurance received with respect to any such damage or loss to the facility shall be deposited with the Lessor.

Section 11.2 Termination by Reason of Change of Circumstances. If, at any time during the Term, a Change of Circumstances with respect to the Fire Station facility occurs and the Lessor and the Lessee have determined it is not practicable or desirable to acquire or construct replacement facilities in accordance with this Article, then and in such event, the Lessee shall have the option to terminate this Lease by giving the Lessor notice of such termination within ninety (90) days after the Lessee has actual knowledge of the event giving rise to such option. To the extent such termination is caused by damage to or destruction of the facility, the provisions of Section 11.1(C) shall apply.

## ARTICLE XII

Section 12.1 Performance of Lessee's Obligations by Lessor. If the Lessee shall fail to keep or perform any of its obligations as provided in this Lease, then the Lessor may (but shall not be obligated to do so) upon the continuance of such failure on the Lessee's part for thirty (30) days after notice of such failure is given the Lessee by the Lessor and without waiving or releasing the Lessee from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Lessee shall reimburse the Lessor for all sums so paid by the Lessor and all necessary or incidental costs and expenses incurred by the Lessor in performing such obligations.

## ARTICLE XIII

Section 13.1 Surrender of Possession. Upon accrual of the Lessor's right of re-entry as the result of the Lessee's default hereunder, the Lessee shall peacefully surrender possession of the Fire Station facility to the Lessor in good condition and repair, ordinary wear and tear excepted; provided, however, the Lessee shall have the right, prior to or within sixty (60) days after the termination of this Lease, to remove from or about the Fire Station facility, the machinery, equipment, personal property, furniture and trade fixtures not constituting a part of the facility. All repairs to and restorations of the facility required to be made because of such removal shall be made by and at the sole cost and expense of the Lessee.

## ARTICLE XIV

Section 14.1 Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered or certified mail to the Notice Address. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

## ARTICLE XV

Section 15.1 Rights and Remedies. The rights and remedies reserved by the Lessor and the Lessee hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Lessor and the Lessee shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 15.2 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 15.3 Lessor Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Lessor shall, may or must give their approval or consent, or execute supplemental agreements, exhibits or schedules, the Lessor shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

## ARTICLE XVI

Section 16.1 Quiet Enjoyment and Possession. So long as the Lessee shall not be in default under this Lease, the Lessee shall and may peaceably and quietly have, hold and enjoy all the Fire Station facility.

## ARTICLE XVII

Section 17.1 Remedies on Lessee Default. Whenever any Event of Default by the Lessee shall have happened and be continuing, the Lessor may take any one or more of the following remedial actions:

(A) Terminate this Lease and re-enter the Fire Station facility or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law.

Section 17.2 Remedies on Lessor Default. Whenever any Event of Default by the Lessor shall have happened and be continuing, the Lessee may take any one or more of the following remedial actions:

(A) The Lessee may cure the Landlord Default by making the payments, performing the work required by this Lease or completing any third party agreement and bill the Lessor for any costs incurred in connection with such action; or

(B) The Lessee may exercise any legal right or remedy which the Lessee may have in law or equity.

(C) The Lessee shall be entitled to recover from the Lessor all expenses incurred by the Lessee in connection with the enforcement of any rights under this Lease.

Section 17.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties hereto is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the parties hereto to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

## ARTICLE XVIII

Section 18.1 Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 18.2 Cash Basis and Budget Law. The rights of all parties to enter into this Agreement are subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 AND 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the parties shall at all times stay in conformity with such laws, and as a condition of this agreement each party reserves the right to unilaterally sever, modify, or terminate this Agreement any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such laws.

Section 18.3 Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 18.4 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

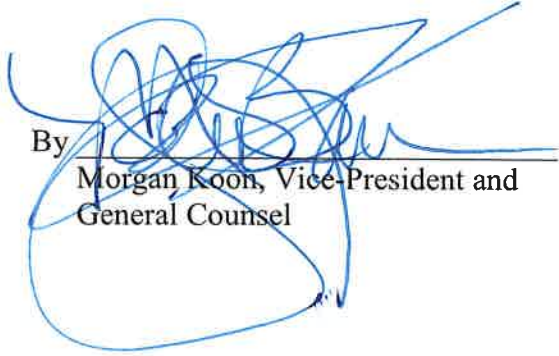
Section 18.5 Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

Section 18.6 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

*{Remainder of Page Intentionally Left Blank}*

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

Triple J. of Wichita, L.L.C..

By   
Morgan Koon, Vice-President and  
General Counsel

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

SEDGWICK COUNTY  
FIRE DISTRICT NO. ONE


(seal)

By: \_\_\_\_\_  
JAMES B. SKELTON, Chairman  
Fifth District

ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ROBERT W. PARNACOTT  
Assistant County Counselor

REVIEWED BY:

  
\_\_\_\_\_  
ROBERT LAWRENCE  
Project Manager

## **SCHEDULE I**

The following described real estate located in Sedgwick County, Kansas, generally located at 6400 South Rock Road, Derby, Kansas:

Beginning 40 feet south and 40 feet east of the Northwest corner of the Northwest Quarter, South 208.71 feet, East 208.71 feet, North 208.71 feet, West 208.71 feet to the beginning, Section 32, Township 28, Range 2 East, Sedgwick Lessee, Kansas; generally located at 6400 South Rock Road, Derby, Kansas.