

LEASE OF OFFICE SPACE

BETWEEN:

Co-Co Properties, L.L.C.
a Kansas limited liability company
(hereinafter referred to as the "**Landlord**")

AND

Sedgwick County, Kansas
(hereinafter referred to as the "**Tenant**").

DATED: _____, 2017.

**IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, LANDLORD AND TENANT
HEREBY AGREE AS FOLLOWS:**

OVERVIEW AND SEQUENCE OF LEASE

Pursuant to a Lease of Office Space agreement dated December 31, 2008, and amendments thereto (collectively "Original Lease"), Tenant presently occupies the Demised Premises (hereafter defined) as a tenant for the use of the Sedgwick County Appraiser. After this Lease is entered into, the Sedgwick County Appraiser intends to move out of the Demised Premises. After the Sedgwick County Appraiser has moved out of the Demised Premises and Landlord has completed modifications to the Demised Premises, COMCARE (a department within Tenant that comprises Tenant's community mental health center, as defined under state law) intends to move into the Demised Premises. Up until the date the Sedgwick County Appraiser moves out of the Demised Premises, the Original Lease shall remain in effect.

Once the Sedgwick County Appraiser has moved out of the Demised Premises, the Tenant, through its Director of Facilities Maintenance and Project Services or her/his designee, will contact the Landlord in writing (electronic mail to MAXCOLE@cox.net and those methods indicated within Section 17.01 are sufficient) to let Landlord know that the Sedgwick County Appraiser has moved out of the Demised Premises. The parties agree that this notice from the Tenant shall: (a) cause the Original Lease to terminate and be superseded by this Lease; and (b) serve as notice that the Landlord's Work period has begun.

Tenant shall not be responsible for the payment of rent to Landlord during: (a) the Landlord's Work period; and (b) the period after the Landlord's Work has been completed as indicated in the Landlord's affidavit and certificate of occupancy referenced in Section 2.05, but prior to the "COMCARE Occupancy Date" (the date COMCARE's occupancy of the Demised Premises has begun, as reflected in writing and sent to Landlord as indicated in the preceding sub-section by Tenant's Director of Facilities Maintenance and Project Services or her/his designee; or lacking any such occupancy by COMCARE, "COMCARE Occupancy Date" shall be a date 30 days after Landlord's affidavit and certificate of occupancy have been provided to Sedgwick County in writing) within the Demised Premises.

Once the "Approved Plans" (hereafter defined) contemplated within the Landlord's Work have been completed and the COMCARE Occupancy Date has occurred (which is the same date as the "Commencement Date", hereafter defined), the "Initial Term" (hereafter defined) shall begin and Tenant is responsible for Lease Payments to Landlord as indicated within this Lease.

This "Overview and Sequence of Lease" is intended to be a binding portion of this Lease.

ARTICLE 1- GRANT OF LEASE

1.01 **DEMISED PREMISES:** Subject to the terms and provisions contained in this Lease, Landlord hereby demises and leases to the Tenant and the Tenant hereby accepts from the Landlord for the "Initial Term" (hereafter defined) and at the Rent set forth in this Lease certain premises (herein the "**Demised Premises**") consisting of approximately 26,447 square feet of floor area located in building C of The Wichita Mall, 4035 E. Harry, Wichita, Kansas. The Demised Premises is more fully depicted and identified (by shading) on Exhibit A, which is attached hereto and made a part hereof by this reference. The Demised Premises, building A (herein the "**Building**") in which the Demised Premises is located, and the other improvements that are now or hereafter to be erected as part of a development on the real property which Landlord owns and which is more fully identified in the legal description contained in Exhibit B, which is attached hereto and made a part hereof by this reference, shall be referred to herein collectively as the "**Shopping Center**".

1.02 **COMMON AREAS:** The Landlord grants to Tenant a non-exclusive license to use in common with the Landlord, other tenants, their agents, employees and customers: (i) the parking areas provided by the Landlord at the Shopping Center, which are not otherwise specifically designated for another tenant, for the un-designated parking of 125 vehicles of the Tenant, its agents and employees while at the Shopping Center in order to conduct business with Tenant during days, evenings, and weekends; (ii) the public conveniences on the Shopping Center; and (iii) all other areas within the Shopping Center, not specifically leased to another tenant (or available for lease) or otherwise utilized, which may be designated by the Landlord for use in common by other tenants occupying space within the Shopping Center all of the foregoing being known and identified as the "**Common Areas.**" Notwithstanding Tenant's rights in and to the Common Areas, the Tenant shall have no rights with respect to the Shopping Center or any improvements thereon below the floor level of the Building or above the interior surface of the ceiling above the Demised Premises, or in and to any air rights at or about the Building or the Shopping Center.

1.03 **RESERVATIONS WITH RESPECT TO COMMON AREAS:** Landlord reserves to itself the sole right in its absolute discretion to: (i) increase, decrease or eliminate the amount, type, size, location, elevation, nature and use of the Common Areas; and (ii) to make changes, additions, alterations and deletions from the Common Areas. Landlord shall have the right from time to time to establish, revoke, modify and enforce reasonable rules and regulations with respect to the use of the Common Areas.

1.04 **MODIFICATIONS TO THE SHOPPING CENTER:** Notwithstanding any other provision of this Lease to the contrary, Landlord reserves to itself the right, in its sole, free and arbitrary discretion, to change and/or modify and add to or subtract from the size and dimensions of the Shopping Center or any part thereof, the number, location and dimensions of buildings and stores, the size and configuration of the parking areas, entrances, exits and parking aisle alignments, dimensions of hallways, malls and corridors, the number of floors in any building, the location, size and number of tenants' spaces and kiosks which may be erected in or fronting on any mall or otherwise, the identity, type and location of other stores and tenants, and the size, shape, location and arrangement of Common Areas, and to design and decorate any portion of the Shopping Center as Landlord desires. Landlord contemplates that the general character of the Shopping Center may be substantially changed and Tenant hereby consents to any such changes including, without limitation, (i) the number of tenants and the types of businesses to be conducted by such tenants; (ii) the manner in which customers will enter and leave the buildings composing the Shopping Center; and (iii) the elimination of all or portions of the mall areas of the Shopping Center.

1.05 **EMPLOYEE PARKING:** Tenant, its officers, agents, employees, contractors, customers and clients shall park their vehicles only in those areas of the Shopping Center which the Landlord may from time to time designate for such purpose. Within ten (10) days following Landlord's request, Tenant shall provide Landlord with the state automobile license number assigned to its automobiles and those of its agents, employees or contractors who will utilize the Shopping Center. At no time shall the Tenant park any truck or delivery vehicle in the parking areas.

1.06 **QUIET ENJOYMENT:** For and in consideration of the payment of Rent by the Tenant, and for the timely performance by the Tenant of all its obligations under this Lease, so long as Tenant is not in default of the performance of any of its obligations under this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Demised Premises and the appurtenances thereto throughout the Initial Term and any Extension Periods without interference or ejection by the Landlord or any person claiming under the Landlord subject, however, to the provisions hereof, and further subject to any mortgages to which this Lease is or may hereafter be subject or subordinate and all matters of record or other agreements affecting the Shopping Center.

ARTICLE 2--TERM AND POSSESSION

2.01 **TERM:** The initial term (herein the “**Initial Term**”) of this Lease shall commence on the COMCARE Occupancy Date (“**Commencement Date**”) and shall expire on the last day of the one hundred and twentieth (120th) full calendar month following the Commencement Date unless this Lease is sooner terminated as herein provided. During the Initial Term of this Lease (excluding specifically any extension term), provided Tenant is not then in default beyond any applicable cure period, then Tenant shall have the right to terminate this Lease (“**Early Termination Right**”) pursuant to the terms outlined in this Section 2.01. As a condition precedent to Tenant’s right to exercise its Early Termination Right, Tenant must deliver to Landlord, at the address included within Section 17.01: (1) a written notice at least one-hundred and eighty (180) days prior to the desired effective date of such termination (the “**Early Termination Notice**”); and (2) payment of the Early Termination Funds (defined below). The Early Termination Funds shall equal the sum of (i) the Initial Lease Costs (as defined below); plus (ii) an amount equal to the Annual Fixed Minimum Rent and Additional Rent that would have been payable through the date that is 180 days following the Early Termination Notice (with the payment of these Early Termination Funds removing the Tenant’s obligation to pay Rent and Additional Rent for those 180 days that would otherwise be due, as noted within Article 3 of this Agreement); plus (iii) any amounts otherwise due to Landlord pursuant to this Lease. “**Initial Lease Costs**” shall mean the following amount: A percentage (as calculated in the table below) of the unamortized costs (assuming a 10-year amortization period and 6.5% rate per annum) incurred by Landlord for Landlord’s Work (with the “**Lease Year**” being identified as the time during which such termination would become effective).

Lease Year in Which Early Termination by Tenant is Effective	Percentage of Landlord’s Work Owed
Year 1 (months 1 through 12)	100%
Year 2 (months 13 through 24)	90%
Year 3 (months 25 through 36)	80%
Year 4 (months 37 through 48)	70%
Year 5 (months 49 through 60)	60%
Year 6 (months 61 through 72)	50%
Year 7 (months 73 through 84)	40%
Year 8 (months 84 through 96)	30%
Year 9 (months 97 through 108)	20%
Year 10 (months 109-120)	10%

Nothing provided herein shall obligate or be construed as obligating Landlord to expend any certain amount of money in construction of Landlord’s Work.

2.02 **AUTOMATIC EXTENSION:** The term of this Lease shall be automatically extended for five (5) successive options (herein the “**Extension Options**”), each for a one (1) year period (herein an “**Extension Period**”), upon the same terms and conditions as those set forth in this Lease for the Initial Term except: (a) the amount of the “**Annual Fixed Minimum Rent**” (hereafter defined) shall be **Ten Dollars (\$10.00) per square foot of the Demised Premises, but not less than Two Hundred Sixty-Four Thousand Four Hundred Seventy Dollars and 00/100 (\$264,470)**, payable in 12 equal monthly payments of \$22,039.16 commencing on the 15th day of the first month of the applicable Extension Period and continuing on the 15th day of each month thereafter during the applicable Extension Period. Notwithstanding the foregoing, each party reserves the right, upon 180 days written notice, not to renew the lease by providing such notice to the other party at the addresses listed in Section 17.01.

2.03 [DELETED]

2.04 [RESERVED]

2.05 **LANDLORD'S WORK:** Within ninety (90) days after the Commencement Date, Landlord shall secure Tenant's approval of "Landlord's Work" (hereafter defined) and Landlord's working drawings, architect's designs, plans and specifications (herein collectively the "**Approved Plans**"), to be used in performing the work. All approvals by Tenant must be in writing. "**Landlord's Work**" means the work to be performed by Landlord in connection with the Demised Premises and parking lot including, without limitation, Landlord's leasehold improvements shown on an illustrative layout for the offices, work areas, and other areas listed as on Exhibit C hereto. All of Landlord's Work must be: (i) performed in accordance with the Approved Plans; (ii) constructed in a good and workmanlike manner; and (iii) performed in accordance with all applicable governmental codes, regulations, laws, statutes, ordinances and permits, including but not limited to the requirements of the Americans with Disabilities Act and amendment ("ADA") and the Americans with Disabilities Architectural Guidelines and amendments ("ADAAG"). The Board of County Commissioners authorizes Tenant's approval for Landlord's Work and the modification for any details related thereto to be indicated in writing by the Sedgwick County Director of Facilities Maintenance and Project Services or her/his designee.

In the event Landlord and Tenant disagree as to the scope of Landlord's Work and the Approved Plans, or Tenant otherwise fails to approve Landlord's Work and Approved Plans within thirty (30) days following delivery of the same by Landlord, then Landlord or Tenant shall have the right to terminate this Lease without penalty or lease termination fee.

Landlord's Work shall be considered to be concluded once Landlord furnishes to Tenant (a) Landlord's affidavit that Landlord's Work has been completed to Landlord's satisfaction and in strict accordance with the Approved Plans, which affidavit may be relied upon by Tenant, and (b) a copy of the certificate of occupancy, or similar certificate, evidencing acceptance of the Demised Premises by the appropriate governmental authorities. The Landlord's affidavit and a copy of the certificate of occupancy shall be provided to Tenant in writing. After Landlord's Work is complete, Landlord shall also provide Tenant an itemized summary of all expenditures constituting "Landlord's Work" and such other documents or statements that Tenant may reasonably request.

For purposes of the early termination fee identified within Section 2.01, the parties agree that the cost of "Landlord's Work" shall be \$ 332,000.00.

2.06 [DELETED]

2.07 **TENANT'S WORK:** The work, if any, to be performed by Tenant within the Demised Premises ("**Tenant's Work**") shall consist solely of those items specified on Exhibit D hereto as Tenant's responsibility. Exhibit D is attached hereto and made a part hereof by this reference. Tenant shall perform such work in a good and workmanlike manner, and in accordance with all applicable governmental codes, regulations, laws, statutes, ordinances and permits.

2.08 **SIGNS:** Subject to obtaining Landlord's prior written consent with respect to any sign to be located outside the Demised Premises or visible from outside the Demised Premises, Tenant shall have the right to place or erect a sign on the building fascia of the Demised Premises (hereinafter the "**Fascia Sign**"), similar in size and dimensions of the proposed Fascia Sign as depicted on Exhibit E and E2. Landlord shall pay for the lettering of the Fascia Sign, and Tenant shall pay for the emblem. Tenant agrees to maintain such Fascia Sign in good condition and repair, save and defend Landlord free of all cost, expense, loss, or damage which may result from the maintenance and existence of the same. The Fascia Sign shall comply with all requirements of the applicable governmental authorities and all necessary permits or licenses shall be obtained by Tenant. Interior signs may be installed at the expense of Tenant and do not require Landlord's approval, but Tenant shall be responsible for removing when vacating the Demised Premises and replacing any damage caused thereby.

Tenant agrees that it shall, at its sole cost and expense keep and maintain all of Tenant's signs in good condition and repair and in an attractive condition at all times during the Term.

Tenant shall be responsible for paying all utility charges and other costs and expenses relating to the use, operation or illumination of any of Tenant's signs.

No sign, decal, lettering or design prepared or utilized by the Tenant which is visible from the exterior of the Demised Premises shall be installed or altered without the prior written approval of Landlord. All signage provided and installed by Tenant shall conform in all respects to Landlord's sign criteria, if any, and shall be in conformity with applicable laws, codes, and ordinances.

ARTICLE 3 - RENT

3.01 **DEFINITION OF RENT:** The term "**Rent**" is herein defined to mean and include Annual Fixed Minimum Rent, Additional Rent and any other charges which may be charged to the Tenant under the terms of this Lease or which Tenant may be obligated to pay.

3.02 **PAYMENT OF RENT:** Payment of Rent shall commence on the Commencement Date and shall continue on the 15th day of each month thereafter during the Initial Term, unless otherwise expressly herein provided, and shall be paid to the Landlord at the address provided in this Lease or to such other person or address as Landlord may otherwise specify. Rent shall not be subject to any deduction or set-off and payment shall be made without prior notice or demand. Rent for any period during the Initial Term or any Extension Period which is less than one full month shall be a proportionate share of the monthly installment of Rent based upon the actual number of days in that month. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or on any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

3.03 **ANNUAL FIXED MINIMUM RENT DURING THE TERM:** During each Lease Year of the Initial Term of this Lease, Tenant hereby covenants and agrees to pay to Landlord as "**Annual Fixed Minimum Rent**" for the Demised Premises, in equal monthly installments, commencing on the Commencement Date and continuing on to the fifteenth (15th) day of each calendar month thereafter during the Initial Term of this Lease, without notice, demand, abatement, reduction, deduction or setoff whatsoever, the following sums:

The annual sum of **Nine Dollars and Fifty Cents (\$9.50) per square foot of the Demised Premises, but not less than Two Hundred Fifty-One Thousand and Two Hundred Forty-Six Dollars and 50/100 (\$251,246.50)**, payable in equal monthly installments, each equal to **\$20,937.21**;

provided, however, in the event the Commencement Date falls on a day, other than the fifteenth of a month, then the rent for the partial month in which the Commencement Date falls shall be prorated and such prorated amount shall be paid on the Commencement Date. For the purposes of this Lease, the term "**Lease Year**" shall mean a period of twelve (12) consecutive months with the first Lease Year commencing on the Commencement Date; provided, however, that if the Commencement Date is a day other than the 15th day of the month, the term the first Lease Year shall be that part of the initial month which is included in the Initial Term plus the twelve consecutive months thereafter. Each succeeding twelve (12) consecutive months during the Initial Term and any Extension Period shall be a Lease Year.

However, consistent with the Overview and Sequence of Lease, during the period that the Landlord's Work is being completed, as identified within Section 2.05, and during the timeframe before the COMCARE Occupancy Date, Tenant shall receive a pro rata reduction in rent for those days during which the Landlord's Work is undertaken. The pro rata reduction would then be reduced from the Annual Fixed Minimum Rent, as reflected in monthly invoices that would otherwise be applicable during the timeframe in which the Landlord's Work is completed.

3.03 [DELETED]

ARTICLE 4 - USE OF DEMISED PREMISES

4.01. **USE:** The Demised Premises shall be used and occupied only for the purpose hereinafter set forth and for no other use or purpose whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld:

Office use for COMCARE, a licensed community mental health center, and all office activities incidental thereto.

ARTICLE 5 - OPERATION AND CONDUCT OF TENANT'S BUSINESS

5.01 **RESTRICTION ON USE OF DEMISED PREMISES:** Tenant shall not conduct or advertise any auction or closing of business sale. Tenant shall not grant any concession, license or permission to any person to sell or receive orders for merchandise or service in the Demised Premises.

5.02 **COMPLIANCE WITH LAWS:** Throughout the Initial Term and any Extension Period of this Lease, Tenant shall maintain the Demised Premises in a safe, careful and proper manner. Tenant shall comply with all laws, present or future, of any governmental authority whether federal, state, county or municipal, or any political subdivision of any of the foregoing which may exercise jurisdiction over the ownership, operation or maintenance of the Demised Premises and of the Shopping Center; provided, however, that in complying with such laws, Tenant shall not be required to make structural alterations to the Demised Premises unless same are required as a consequence of Tenant's particular use of the Demised Premises. If as a consequence of Tenant's particular use or occupation of the Demised Premises, any improvements are particularly required to comply with any such law, regulation or rule, Tenant shall promptly install and maintain the same at its sole cost and expense. Tenant shall, throughout the Initial Term and any Extension Period, comply with any and all requirements of Landlord's insurance company or of Tenant's insurance company as same may relate to Tenant's use or occupation of the Demised Premises.

Tenant agrees that it will not, without the prior written consent of Landlord, use or permit to be used on or bring onto or about the Demised Premises any materials that have been or are in the future determined to be hazardous by any law, statute, code, regulation or federal, state or local government agency. Subject to the limits of Tenant's liability under the Kansas Tort Claims Act (K.S.A 75-6101 et seq.), Tenant shall and hereby agrees to defend, indemnify and hold the Landlord harmless from and against any and all claims asserted by, or any liability to any person, including, without limitation, any agency, branch or representative of federal, state or local government, on account of any personal injury or death or damage, destruction or loss of property (whether it be sudden and accidental or gradual and steady) resulting from or arising out of Tenant's negligent usage, storage or disposal of hazardous materials on the Demised Premises or Tenant's negligent generation, brokerage or transference of any hazardous materials onto or from the Demised Premises.

5.03 **NUISANCE:** Tenant shall not cause or maintain any nuisance in or about the Demised Premises or on the Shopping Center generally. Tenant shall keep the Demised Premises free of debris, garbage, rodents, vermin, or anything of a dangerous, noxious, or offensive nature in Tenant's space. Tenant shall not use or maintain the Demised Premises in any way as to create a fire hazard through unreasonable load on electrical circuits or otherwise, nor will Tenant cause any undue vibration, heat or noise to occur on or about the Demised Premises. At no time shall Tenant use any sound equipment including, but not limited to, loudspeakers, telecast, radio or the like, which may in any respect be

annoying to or disruptive of any persons off the Demised Premises, nor shall Tenant keep or store any merchandise or other of its property in any Common Areas. Tenant will provide some services in which its clients may have bedbugs. The parties agree that the presence of bedbugs would not be considered a nuisance under this Lease.

ARTICLE 6 - MAINTENANCE, REPAIR AND SERVICE BY LANDLORD

6.01 MAINTENANCE, REPAIR AND REPLACEMENT: The Landlord shall be responsible for and shall maintain and repair the foundation (excluding any special foundation poured at Tenant's request), the exterior walls (except moldings, locks and hardware; and interior painting or other interior treatment of exterior walls), the roof of the Building, the common sprinkler system, drains and drain lines of all kinds in or upon the Demised Premises to their juncture with the public sewer, the mechanical, plumbing and electrical systems up to the point of entry into the Demised Premises; provided, however, in the event Tenant or Tenant's agents, employees, contractors or invitees, damage the sprinkler system, or any of the other portions of the Demised Premises, Tenant shall be obligated to reimburse Landlord for the cost of repairing such damage. Landlord shall maintain the light fixtures and ballasts located in the Demised Premises and replace the associated light bulbs as needed.

6.02 UTILITIES/TRASH SERVICE: Tenant shall pay for all utilities, including electric current, gas, water, internet, telephone, cable, waste disposal and sewage charges imposed on or due for services rendered to the hereby Leased Premises as the same shall become due during the Lease Term. Tenant shall have all utility accounts that exclusively serve the Leased Premises changed into Tenant's name commencing with Tenant's possession of the Leased Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Leased Premises.

6.03 MAINTENANCE OF PLUMBING, HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS. Landlord shall, at its sole cost and expense, during the Initial Term and any Extension Period, maintain in good working order, replace if necessary and condition as reasonably needed all plumbing, heating, ventilating and air conditioning systems (herein the "HVAC") serving the Demised Premises.

Landlord shall provide to Tenant the names and contact information of the maintenance personnel.

6.04 ALTERATIONS AND ACCESS BY LANDLORD: Landlord may from time to time:

(a) Repair, replace, change, and make additions to the structure, systems, facilities and equipment in the Demised Premises where necessary to serve the Demised Premises or other portions of the Building;

(b) Make repairs, replacements, changes or additions to any other part of the Building not in, or forming part of, the Demised Premises;

(c) In any respect, change, alter, add to or reduce the Common Areas and the location thereof, except as herein otherwise expressly provided to the contrary.

Should the Landlord undertake any of the foregoing, Landlord agrees not to unreasonably disturb or interfere with Tenant's use of the Demised Premises any more than may be necessarily incidental to the Landlord's undertaking. In the event of any damage to the Demised Premises occasioned by the Landlord, Landlord shall repair same at its own cost and expense. In the event of any repair, replacement, change or addition to any structure, system or the like affecting the Demised Premises for which Landlord needs to access the Demised Premises, Landlord shall give reasonable prior notice thereof to the Tenant, except in circumstances constituting an emergency.

Tenant shall permit Landlord to enter the Demised Premises at any time to examine, inspect and show the Demised Premises to persons wishing to rent same (and, with respect to potential tenants, Landlord may show the Demised Premises only during the last twelve (12) months of the Initial Term or any Extension Period of this Lease) or to purchase the Building, to provide services or make repairs, replacements, changes or alterations and to take such steps as Landlord deems necessary for the safety, improvement or preservation of the Demised Premises or the Building. No such entry into Tenant's Demised Premises for any of the foregoing purposes on the part of the Landlord or other work performed by Landlord hereunder shall constitute an eviction or entitle the Tenant to any abatement of Rent.

ARTICLE 7 - SERVICES, MAINTENANCE AND ALTERATION BY THE TENANT

7.01 **CLEANING:** Throughout the Initial Term and any Extension Period, the Tenant shall keep the Demised Premises in a neat, orderly and clean condition. Tenant shall furnish, at its own expense, janitorial service. Tenant shall be responsible for maintaining its windows, doors, and the interior surfaces of the Demised Premises in a clean fashion at all times.

7.02 **CONDITION OF DEMISED PREMISES:** Tenant shall, at its sole cost and expense, be responsible for:

(a) Redecorating the Demised Premises and cleaning any drapes or carpet or any floor or wall covering at intervals as may be reasonably necessary to maintain an attractive and clean facility;

(b) Making repairs and replacements as may be reasonably required, including aesthetic improvements or maintenance in the Demised Premises (other than those for which the Landlord is made responsible hereunder) and keeping the Demised Premises in such condition throughout the Initial Term and any Extension Period of this Lease as to comply with all laws, statutes, rules, regulations, ordinances or the like of any governmental authority having jurisdiction over the occupation, use or ownership of the Demised Premises and the Shopping Center in general.

7.03 **FAILURE TO MAINTAIN DEMISED PREMISES:** If the Tenant shall fail to perform any obligation on the Tenant's part to be performed hereunder, the Landlord on ten (10) days' prior notice to the Tenant, except in the case of an emergency, in which event no notice need be provided, may enter the Demised Premises and Landlord shall have the right to perform such obligation without incurring any liability to the Tenant for loss or damage occasioned thereby. Tenant shall pay any cost incurred by Landlord in performing such work, together with reasonable charges for overhead and supervision, within twenty (20) days after demand for payment by the Landlord.

7.04 **TENANT'S ALTERATIONS:** Tenant may, at its own expense, make changes, additions or improvements in the Demised Premises to better adapt the same to its business, provided that any such change, addition or improvement has been approved, in writing, by Landlord and of any governmental authority having jurisdiction over such change, addition or improvement. Tenant shall comply with all requirements of Section 2.05 in connection with any change, addition or improvement to the Demised Premises. Provided that Tenant otherwise complies with its obligations under this Lease with respect to Tenant's Work, Landlord shall not unreasonably withhold its consent to Tenant's proposals for non-structural changes, additions or improvements to the Demised Premises which do not involve changes or alterations to the Building's exterior, structure, systems or apparatus. Any such change or alteration shall be equal to or exceed the current standard for the Building. Such change shall be carried out only by contractors who have been approved by the Landlord. Landlord shall have the right to require that any contractor performing work on behalf of the Tenant furnish to the Landlord a performance bond to the full extent of the value of the work to be performed, together with proof of worker's compensation, public liability and property damage insurance as may reasonably be required by Landlord. All insurance shall name the Landlord as a co-insured in amounts, with companies and in form satisfactory to the

Landlord. All required insurance shall remain in effect throughout the period of time that the work is to be performed.

7.05 **TENANT'S PERSONAL PROPERTY:** Tenant may install trade fixtures and other personal property incidental to the conduct of its business in the Demised Premises. In no event shall any installation interfere with or damage the mechanical or electrical systems or structure of the Building. Trade fixtures may be removed from the Demised Premises, provided that the Tenant is not in default under the Lease beyond the expiration of any applicable notice and grace period. Such removal shall be limited to the ordinary course of Tenant's business or alteration or renovation of the Demised Premises by the Tenant. Tenant shall repair any damage to the Demised Premises resulting from any such installation or removal.

ARTICLE 8 – TAXES AND INSURANCE

8.01 **LANDLORD'S TAXES:** Landlord shall pay before delinquency all real estate taxes and special assessments levied or imposed against the Shopping Center or the Building, except such taxes as may be imposed directly against the Tenant, or taxes which the Tenant is obligated to pay pursuant to the terms of this Lease.

8.02 **TENANT'S TAXES:** Tenant shall pay before delinquency every tax, assessment, license fee, excise or other charge, howsoever described, which may be imposed, levied, assessed or charged by any taxing authority and which may be payable in respect to or by virtue of Tenant's operations, occupancy, or the conduct by the Tenant of its business at the Demised Premises, including any tax or charge upon fixtures or personal property at the Demised Premises which are not the property of the Landlord and taxes which may be charged upon the Rent (other than Landlord's income taxes) payable by the Tenant to the Landlord for the Demised Premises or Tenant's use and occupation thereof. Landlord shall have the right, on notice given to the Tenant, to require Tenant to add any amounts payable under this Section to the monthly installments of Rent and Landlord shall remit any such amounts to the taxing authority.

8.03 **TENANT'S INSURANCE:** Subject to Tenant's right to self-insure, as provided in Section 8.04 hereof, during the Initial Term and any Extended Period, Tenant shall provide limits of liability of at least Five Hundred Thousand (\$500,000) Dollars for any number of claims arising out of a single occurrence.

8.04 **SELF INSURANCE:** Notwithstanding the foregoing to the contrary, any insurance required by the provisions of Section 8.03 may be self-insured by Tenant. If Tenant shall elect to self-insure, Landlord shall have all the benefits provided in Section 9.02 that it would have had Tenant carried the required insurance; provided, however, if Tenant self-insures, Tenant shall not have any duty to defend or indemnify Landlord with respect to claims arising out of Landlord's grossly negligent or intentional acts. If Tenant elects to self-insure, Tenant shall promptly give Landlord written notice of such election and a letter that verifies Tenant's self-insured status.

ARTICLE 9 – [DELETED]

ARTICLE 10- RELEASE AND INDEMNITY

10.01 **MUTUAL WAIVER OF SUBROGATION:** Landlord and Tenant hereby waive the rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Demised Premises or its contents or to other portions of the Shopping Center, arising from any risk insured against by Landlord or Tenant, and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant

against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. The release and waiver of subrogation rights provided herein shall apply only if and to the extent that insurance proceeds are in fact paid to or for the account of the party giving the release hereunder.

10.02 TENANT'S INDEMNITY: To the extent provided for by the Kansas Tort Claims Act, (K.S.A. 75-6101 et seq., and amendments thereto) or other applicable law, Tenant will protect, defend, indemnify and save harmless the Landlord, any mortgagee of the Shopping Center and any assignee of the Landlord's interest under this Lease and in the Demised Premises from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities, claims, demands, and/or causes of action of any nature whatsoever, and any expenses incidental to the defense thereof suffered by or asserted against Landlord and arising out of: (i) any occurrence on the Demised Premises (unless caused by the negligence of the Landlord, its agents, employees and contractors, or the material default of the Landlord in the performance of any of its obligations under this Lease), (ii) any condition, maintenance or repair of the Demised Premises which is the responsibility of Tenant, or (iii) failure of the Tenant to materially comply with this Lease. Notwithstanding, anything to the contrary contained herein, Tenant shall not hold harmless or indemnify Landlord beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

10.03 LANDLORD'S INDEMNITY: Landlord will protect, defend, indemnify and save harmless the Tenant, its officers, employees, agents, and assignees of the Tenant's interest under this Lease and in the Demised Premises from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), liabilities, claims, demands, and/or causes of action of any nature whatsoever, and any expenses incidental to the defense thereof suffered by or asserted against Tenant and arising out of: (i) any occurrence on the Demised Premises (unless caused by the negligence of the Tenant, its agents, employees and contractors, or the material default of Tenant in the performance of any of its obligations under this Lease), (ii) any condition, maintenance or repair of the Demised Premises which is the responsibility of Landlord, (iii) failure of the Landlord to materially comply with this Lease.

ARTICLE 11 - ASSIGNMENT AND SUBLETTING

11.01 LANDLORD'S CONSENT REQUIRED: Tenant may not assign, mortgage, pledge, encumber or transfer its interest under this Lease, sublet all or any portion of the Demised Premises to a third party or permit any other party to use or occupy any part of the Demised Premises, without the prior written consent of the Landlord in each instance, which consent shall be in the sole and absolute discretion of the Landlord. For purposes of this Article, an assignment shall include any direct or indirect transfer of fifty (50%) percent or more of the stock of the Tenant if the Tenant is a corporation (other than a corporation whose stock is publicly traded on a recognized stock exchange), or fifty (50%) percent or more of the equitable or other interests of the Tenant if the Tenant is a partnership, individual, or other non-corporate entity.

11.02 LEASE UNAFFECTED: No assignment or subletting of the Demised Premises or other transfer of the Tenant's interest in this Lease (if, as and when same are approved by the Landlord) shall in any way affect the terms, conditions, covenants, agreements and provisions of this Lease, nor shall the Tenant be relieved thereby of the primary obligation to perform the duties, obligations and responsibilities of the Tenant under this Lease.

11.03 FURTHER ASSIGNMENT OR SUBLETTING: Notwithstanding anything to the contrary contained herein, and notwithstanding any prior consent by the Landlord, no sublessee or assignee shall further sublet the Demised Premises, or any portion thereof, or assign this Lease or any portion thereof, without the prior written consent of the Landlord in each instance, and without compliance with the provisions of this Article 11.

11.04 **TENANT BOUND:** If the Tenant shall assign or sublet the Demised Premises or any part thereof with the consent of the Landlord, the receipt and acceptance of any Rent or other sums from another party by the Landlord, or the Landlord's consent to or acquiescence in the doing of any act or performance of any covenant or condition by such other party in the place of Tenant, shall not be construed or interpreted as a release of the Tenant from the covenants herein contained or a waiver of any of the Landlord's rights and remedies hereunder. The payment of rent or performance of covenants by such other party shall be construed and interpreted as performance by an agent for and on behalf of the Tenant, and the Tenant shall continue to be liable under this Lease. Tenant shall be responsible to pay Landlord, on demand, all expenses, including, but not limited to, reasonable counsel fees, incurred by Landlord in connection with any request initiated by Tenant pursuant to ARTICLE 11 of this Lease.

ARTICLE 12 - SURRENDER OF DEMISED PREMISES

12.01 **POSSESSION:** Upon the expiration or termination of the term of this Lease, Tenant shall immediately quit and surrender possession of the Demised Premises in substantially the same condition as the Demised Premises were at the time that possession thereof was delivered by the Landlord to the Tenant, reasonable wear and tear excepted. Upon such surrender, all of Tenant's right, title and interest in and to the Demised Premises shall cease.

12.02 **TRADE FIXTURES AND IMPROVEMENTS:** Subject to Tenant's right from time to time to remove its personal property and trade fixtures from the Demised Premises as hereinbefore provided, upon the expiration or termination of this Lease, all of Tenant's trade fixtures, personalty and improvements remaining on the Demised Premises shall be deemed to have been abandoned by the Tenant and may be appropriated by Landlord to be disposed of as Landlord in its sole discretion may see fit, without any obligation on the part of the Landlord to compensate Tenant or to otherwise account therefor. Upon demand of the Landlord, the Tenant shall be obligated to reimburse the Landlord for any reasonable costs incurred by the Landlord with regard to such disposition.

12.03 **PAYMENTS AFTER TERMINATION:** No payment made by the Tenant to the Landlord after the expiration or termination of this Lease shall be deemed to reinstate, continue, extend this Lease or render ineffective any notice given by the Landlord to the Tenant prior to the payment of such money. After the service of notice of cancellation or after the commencement of suit or after final judgment granting Landlord possession of the Demised Premises, the Landlord may receive and collect any monies which are due under this Lease and the payment thereof shall not render ineffective any notice or affect any pending lawsuit or any judgment theretofore obtained.

ARTICLE 13 - HOLDING OVER

13.01 **MONTH TO MONTH TENANCY:** If, with the prior written consent of the Landlord, the Tenant shall remain in possession of the Demised Premises after the expiration or termination of this Lease, the Tenant shall be a tenant from month to month only. The Rent to be paid by the Tenant shall be determined in accordance with Article 3; provided, however the Annual Fixed Minimum Rent shall equal one hundred and twenty (120%) percent of the Annual Fixed Minimum Rent in effect for the immediately preceding Lease Year, including any Extension Period, and such month to month tenancy may be terminated either by the Landlord or the Tenant on the last day of any calendar month upon the delivery of not less than thirty (30) days advance written notice of termination by either party to the other.

13.02 **CONTINUANCE OF OBLIGATIONS:** Except as provided in Section 13.01 hereof, in the event that the Tenant shall become a tenant from month to month, all terms, covenants and conditions of this Lease shall apply, except for any right to extend the term of the month to month tenancy. There shall

be reserved to the Landlord the right of re-entry or eviction without waiver of such right by the Landlord in either instance.

ARTICLE 14 - EMINENT DOMAIN

14.01 **EMINENT DOMAIN:** If any of the floor area of the Demised Premises should be taken for any public or quasi-public use under any law, ordinance or regulation or by right of eminent domain or sold under the threat of condemnation, this lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

If any part of the Common Areas should be taken or sold as aforesaid, this Lease shall not terminate, nor shall the Rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Areas remaining following such taking, plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center, shall be less than seventy percent (70%) of the area of the Common Areas immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party at least thirty (30) days prior to the date physical possession of the affected property is taken by the condemning authority. The effective date of any such termination shall be the date physical possession of the affected property is taken by the condemning authority.

All compensation awarded for any taking of the Demised Premises or the Common Areas or a transfer in lieu thereof shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items are made to Tenant.

ARTICLE 15 - DAMAGE BY FIRE OR CASUALTY

15.01 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty. In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event: (a) the Building is destroyed or substantially damaged by a casualty not covered by Landlord's insurance; or (b) the Building shall be destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the first floor area by a casualty covered by Landlord's insurance; or (c) the holder of a mortgage, deed of trust or other lien on the Demised Premises at the time of the casualty elects pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and if it elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense. Landlord's obligation to rebuild and repair under this Article shall in any event be limited to restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alteration, improvements, fixtures, personal property and/or equipment installed by Tenant. Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue to use the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Annual Fixed Minimum Rent shall be reduced to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of other charges or rents provided for herein.

ARTICLE 16 - TRANSFERS BY LANDLORD

16.01 **SALE:** Landlord may at any time during the Initial Term and any Extension Period of this Lease sell, convey, assign or otherwise deal with the Shopping Center subject however to the rights of the Tenant under this Lease.

16.02 **EFFECT OF SALE:** Any sale, assignment or conveyance of the Shopping Center shall release the Landlord from any liability for any act or omission after the effective date of such transaction as to all of the terms, covenants and conditions of this Lease, and, thereafter, the Tenant shall look solely to the Landlord's successor in title. No sale, assignment or conveyance by the Landlord shall affect this Lease and Tenant agrees to attorn to the Landlord's successor in title.

16.03 **SUBORDINATION:** Tenant will subordinate its rights hereunder in this Lease to any mortgage or mortgages, deed of trust or deeds of trust or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Demised Premises or Shopping Center; provided, however, such mortgagee shall recognize the validity and continuance of this Lease in the event of a foreclosure of the Landlord's interest, as long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees to execute and deliver to Landlord, within twenty (20) days after receipt thereof, any subordination agreement prepared with respect to a particular mortgage, deed of trust or other lien. Tenant's failure to timely deliver such agreement shall constitute an Event of Default under this Lease.

Tenant shall attorn to any party succeeding to Landlord's interest in the Demised Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any mortgagee holding a lien on any part of the Shopping Center whose address has been given to Tenant, and affording such mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

ARTICLE 17 - NOTICES

17.01 **SERVICE OF NOTICE:** Any notices given pursuant to the Lease shall be deemed served effective: (i) upon actual delivery, if personally delivered, (ii) the day following delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below, or (iv) upon being sent by facsimile transmission, provided an original is mailed the same day by regular U.S. Mail, addressed as set forth below. The notice addresses of the parties are:

To Landlord:	Co-Co Properties, LLC 9435 East Central, Building 200 Wichita, Kansas 67206 Attention: Max Cole Facsimile Number: (316) 683-0028
To Tenant:	Sedgwick County Attn: Project Services Program Manager 271 W 3 rd St, Ste 325 Wichita, KS 67202

with a copy to: Office of the County Counselor
 Attn: Contract Notification
 525 N. Main, Third Floor
 Wichita, KS 67203

or at such other place as either party may hereinafter from time to time designate in writing at least ten (10) days in advance of the effective date of such new notice address.

ARTICLE 18 - ESTOPPEL CERTIFICATE

18.01 **CONTENTS OF CERTIFICATE:** Within ten days following written request which the Landlord may make from time to time, the Tenant shall execute and deliver to the Landlord or to any prospective landlord or mortgagee, a sworn statement certifying:

- (a) The date of commencement of the Lease;
- (b) The fact that the Lease is unmodified and in full force and effect, or, if there has been a modification to this Lease, that same remains in full force and effect, as modified, stating the date and nature of such modification;
- (c) The date to which the Rent and other sums payable under this Lease have been paid;
- (d) That there are no current defaults under the Lease by either the Landlord or the Tenant except, as specified in the Tenant's statement;
- (e) Such other matters as may be requested by the Landlord.

The Landlord and Tenant intend that the statement delivered pursuant to this Article may be relied upon by any mortgagee, purchaser, or successor in interest to the Landlord. Tenant hereby irrevocably appoints the Landlord as attorney in fact for the Tenant with the full power and authority to execute and deliver in the name of the Tenant such estoppel certificate if the Tenant fails to timely deliver same.

ARTICLE 19- DEFAULT

19.01 **INTEREST AND COSTS:** Any installments of Rent or other sum required to be paid by Tenant to Landlord which is not paid within fourteen (14) days following the date on which such sum is due, shall bear interest from the due date until the same shall be paid at the lesser of (a) eight (8%) percent per annum, or (b) the maximum rate of interest permitted by applicable law, and Tenant shall be required to pay a late charge equal to five (5%) percent of the amount due to compensate Landlord for its administrative costs with respect thereto.

19.02 **DEFAULT:** If default shall be made in the payment of any Rent, or if Tenant shall default in performance of any other covenant or condition of this Lease, and if Tenant shall continue in default of the payment of Rent for a period of ten (10) days after Landlord has given Tenant written notice specifying the Rent due, or shall continue in default of any other covenant or condition of this Lease for a period of thirty (30) days after Landlord has given Tenant written notice of the existence of such default (or if more than thirty (30) days are required to correct, with reasonable diligence, the matters complained of in said notice and Tenant shall fail within said thirty (30) day period to commence the same and thereafter prosecute the same to completion with reasonable diligence), or if any Event of Default

described elsewhere in this Lease shall occur, Landlord shall, at its election, have the right to terminate this Lease and, with or without terminating this Lease, have immediate possession of the Demised Premises, without waiving or relinquishing any claim for Rent or damages then due or to become due thereafter, and Tenant shall remain liable as hereinafter provided. In such event Landlord, without prejudice to any other right or remedy which it may have hereunder or by law, may re-enter the Demised Premises either by force or otherwise, or dispossess Tenant, any legal representative of Tenant or other occupant of the Demised Premises by appropriate suit, action or proceeding, and remove its effects and hold the Demised Premises as if this Lease had not been made. Notwithstanding that Landlord may elect to terminate this lease, and during the full period which would otherwise have constituted the balance of the Initial Term or any Extension Period of this Lease, Tenant shall continue to be liable for the performance of all the covenants of Tenant under this Lease including, without limitation, Tenant's covenant to pay the full amount of Rent reserved hereunder and Landlord, at its option, may rent the Demised Premises for a term, or terms, which may be shorter or longer than the balance of the Initial Term hereof, in which event or events Landlord shall apply any moneys collected first to the expense of resuming or obtaining possession of and reletting the Leased Premise and second to the payment of the Rent due and to become due to Landlord hereunder, and Tenant shall be and remain liable for any deficiency. Should Landlord fail to exercise any remedy it may have for default of Tenant, such failure shall not be deemed to be a waiver of Landlord's rights to exercise such remedy for such default at a later time or for subsequent defaults, or otherwise to insist upon strict compliance with the terms hereof.

19.03 BANKRUPTCY: It is understood and agreed that this is a "lease for real property in a shopping center" as such term is used in Section 365(b)(3) of the Bankruptcy Code, 11 U.S.C., Section 101, et seq. Nothing contained herein shall be deemed in any manner to limit Landlord's rights and remedies under the Bankruptcy Code, as presently existing or as may be hereinafter amended, and neither Tenant's interest in this Lease nor in any estate created hereby shall pass to any trustee, receiver, assignee for the benefit of creditors, or otherwise, except as may be specifically provided therein.

ARTICLE 20 - MISCELLANEOUS

20.01 RELATIONSHIP OF THE PARTIES: Nothing in this Lease shall create any relationship between the parties other than that of Landlord and Tenant. Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of its business.

20.02 APPLICABLE LAW, CONSTRUCTION AND VENUE: This Lease shall be governed by and construed under Kansas law. The captions of the Articles and Sections of this Lease are included for convenience only and shall have no effect on the construction or interpretation of this Lease. In the event of any lawsuit filed that are related to this Lease, the parties agree that such lawsuit would be filed in a court of competent jurisdiction in Sedgwick County, Kansas

20.03 ENTIRE AGREEMENT: This Lease and the exhibits hereto annexed constitute the entire agreement between the parties and supersedes any previous negotiations. This Lease also supersedes any prior agreement between the Landlord and Tenant, including but not limited to the lease dated December 31, 2008, and amendments thereto. There have been no representations or warranties made by the Landlord or understandings between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified, amended, or supplemented except by a written instrument duly executed by Landlord and Tenant,

20.04 NO PERSONAL LIABILITY: The obligations of the Landlord hereunder do not constitute personal obligations of the Landlord or the individual partners, directors, officers, agents, members or shareholders of the Landlord. In no event shall the Landlord be liable for any inconvenience, disturbance, loss of business, loss of use of the Demised Premises, or any consequential, speculative or punitive damages which the Tenant may suffer.

20.05 **NO IMPLIED WAIVER:** No provision of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing and signed by the Landlord. Landlord's waiver of a breach of any term or provision of this Lease shall not prevent a subsequent act which would have originally constituted a breach from having the force and effect of an original breach.

20.06 **BROKERAGE:** The Landlord and Tenant each warrants that it has had no dealings with any broker or agent in connection with this Lease.

20.07 **RECORDATION:** Tenant shall not record this Lease or any memorandum hereof without the prior written consent of the Landlord. In the event that the Tenant shall record this Lease, or any memorandum hereof, without the prior written consent of the Landlord, it shall be deemed to be an Event of Default under this Lease.

20.08 DELETED.

20.09 DELETED

20.10 **SEVERABILITY:** All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Article hereof. If any portion of any term or provision of this Lease, or the application thereof to any persons or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.11 **FORCE MAJEURE:** This Section shall apply in the event that if at any time during the Initial Term or any Extension Period of this Lease or prior to the Commencement Date hereof there shall occur one or more strikes, lockouts or labor disputes or there shall be an inability on the part of either party to obtain labor or materials or there shall occur any act of God, or action by governmental authority or whether there be war, insurrection, civil disobedience, fire or other casualty, or any event not specifically mentioned which impairs the ability of either party to perform according to the terms of this Lease. In the event any of the foregoing shall occur which results in the inability of either the Landlord or the Tenant to timely perform any obligation which it is required to perform under this Lease, then such non-performance shall be excused and shall not be a breach of this Lease by the party failing to so perform, but only to the extent occasioned by such event.

Any non-performance by either party hereto which occurs for any reason above stated shall extend performance under this Lease for that period of time which the party who was obligated to perform was disenabled from so performing and this Lease shall be extended, accordingly, for such period of time.

The above to the contrary notwithstanding, the provisions of this Section shall not be applicable to determining the Commencement Date under this Lease nor shall this Section in any way apply to the obligation of the Tenant to pay Rent, or any other costs or charges which may be an obligation of the Tenant hereunder.

20.12 **CASH BASIS AND BUDGET LAWS:** It is the intent of the parties that the provisions of this Lease are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the Tenant's obligations under this Lease are to be construed in a manner that assures that the Tenant is at all times not in violation of the Cash Basis Law or the Budget Law. Additionally:

- a. Tenant is obligated only to pay periodic payments or monthly installments as may be legally paid from either:

1. funds budgeted and appropriated for that purpose during Tenant's current budget year; or
 2. funds made available from any lawful operated revenue producing source.
- b. Tenant does not guarantee that unbudgeted funds will be made available for the payment of the above referenced obligations. In the event such funds are not budgeted, then this Lease shall terminate effective June 30 of the year in which such budget is approved and Tenant shall not be obligated to pay any further amounts hereunder which accrue on or after July 1 of the year immediately following the year in which such budget was approved. Tenant agrees to use good faith efforts in securing the availability of future funding for Tenant's obligations under this Lease which, but for this Section, would become due and payable by Tenant under this Lease.

20.13 NOTICE TO MORTGAGEES: If any mortgagee shall notify Tenant that it is the holder of a mortgage affecting the Shopping Center, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such mortgagee in the manner provided for the giving of notice herein and to such address as such mortgagee shall designate.

20.14 BINDING EFFECT: This Lease shall extend to and be binding upon the parties hereto, their heirs, executors, successors, personal representatives, successors and permitted assigns. Each covenant, agreement or obligation or any other provision herein contained shall be deemed as a separate and independent covenant or obligation of the party charged therewith and no such covenant, agreement or obligation shall be dependent upon any other provision herein unless otherwise expressly provided.

20.15 SURVIVAL: The obligations, duties and liability of the Tenant during the Initial Term and any Extension Period hereof, or while Tenant occupies or controls the Demised Premises, shall survive the expiration or earlier termination of this Lease.

20.16 REMEDIES CUMULATIVE: No reference to any specific right or remedy shall preclude Landlord from exercising any right or having any other remedy, or from maintaining any action to which it may otherwise be entitled at law or in equity.

20.17 CONFLICT OF INTEREST. Landlord shall not knowingly employ, during the period of this Lease, any professional personnel who are also in the employ of the Tenant and providing services involving this Lease or services similar in nature to the scope of this Lease to the Tenant. Furthermore, Landlord shall not knowingly employ, during the period of this Lease any Tenant employee who has participated in the making of this Lease until at least two years after his/her termination of employment with the Tenant.

20.18 ANTI-DISCRIMINATION CLAUSE. Landlord agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Landlord is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of

contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by Tenant, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the Tenant cumulatively total \$5,000 or less during the Tenant's fiscal year.

20.19 CONFIDENTIALITY. Landlord may have access to private or confidential data maintained by Tenant to the extent necessary to carry out its responsibilities under this Agreement. Landlord must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Landlord shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Landlord must agree to return any or all data furnished by the Tenant promptly at the request of Tenant in whatever form it is maintained by Landlord. Upon the termination or expiration of this Agreement, Landlord shall not use any of such data or any material derived from the data for any purpose and, where so instructed by Tenant, shall destroy or render such data or material unreadable.

20.20 DELETED

20.21 HIPAA COMPLIANCE. Landlord agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Landlord uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Landlord may be required to enter into a Business Associate Agreement pursuant to HIPAA.

20.22 TAX SET-OFF. If, at any time prior to or during the term of any executed agreement, Landlord is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, Tenant will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

{THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY DELETED}
{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

"LANDLORD"

CO-CO PROPERTIES, L.L.C.,
a Kansas limited liability company

By: 
Title: MANAGER
Date: _____

"TENANT"

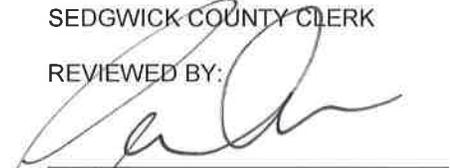
SEDGWICK COUNTY, KANSAS

By: _____
Title: David M. Unruh,
CHAIRMAN BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS
Date: _____

ATTESTED TO:

KELLY B. ARNOLD
SEDGWICK COUNTY CLERK

REVIEWED BY:



TANIA COLE
DIRECTOR OF FACILITIES MAINTENANCE AND PROJECT SERVICES

APPROVED AS TO FORM:



JUSTIN M. WAGGONER
ASSISTANT COUNTY COUNSELOR

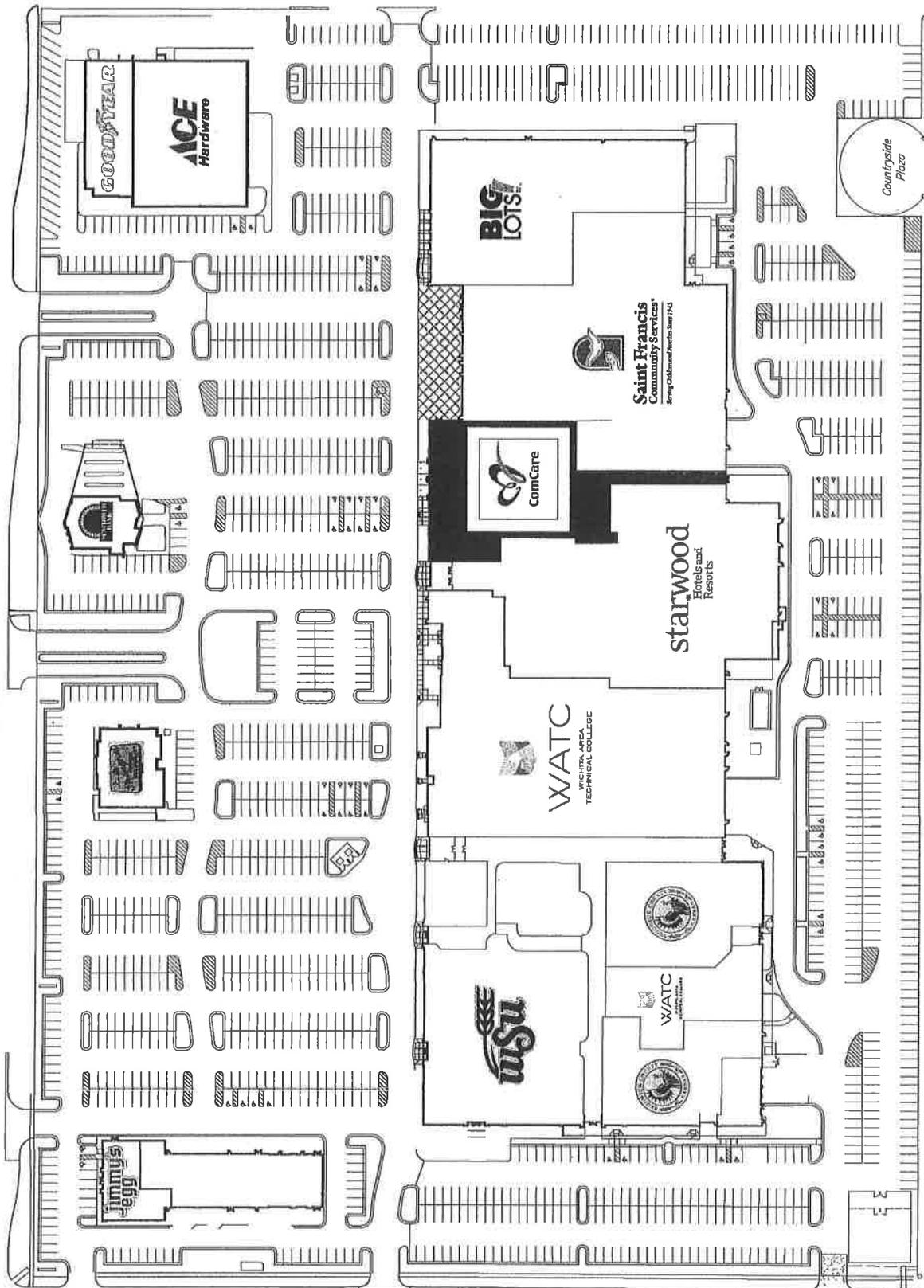
Exhibit "A"

(Depiction of Demised Premises)

TERRACE STREET

Exhibit A

HARRY STREET



ROOSEVELT STREET

Exhibit "B"

(Legal Description of Shopping Center)

Lot 1, Wood Plaza, an Addition to Wichita, Sedgwick County, Kansas, except the north 10 feet thereof dedicated for street purposes.

Exhibit "C"

(Landlord's Work)

Co-Co Properties
 Max Cole
 9435 East Central
 Wichita, Kansas 67208

Bruce Martin Construction LLC

1515 W. 125th St. N.
 Sedgwick, Kansas
 67135

Exhibit C
Estimate

Comcare
 Wichita Mall

Scope of work	Vendor	Amount
Comcare Remodel		
Architecture , Engineering , Plans review and permit	Krehbiel / Enginuity	\$ 36,000.00
Demo and build, insulate, and sheetrock new walls.	Bruce Martin	\$ 58,272.80
Paint existing and new walls. (two coats)	Bruce Martin	\$ 47,048.60
Drop ceilings	Bruce Martin	\$ 9,281.25
New doors, frames, and storefronts	Engineered Door	\$ 20,350.00
Floor covering, covebase, and bathroom updates	Brent Johns / Shaw	\$ 10,941.00
Electrical and lighting	Tony Clark	\$ 40,426.45
Plumbing	CK Contracting	\$ 9,713.50
HVAC	Tojan Heat/Air	\$ 14,125.00
Exterior paint	J & A Painting	\$ 7,165.00
Millwork: Cabinets and vanities	Bruce Martin	\$ 5,875.00
Sprinkler System	American Sprinkler	\$ 6,825.00
Data and phones	MLCM, LLC	\$ 5,775.00
New break room appliances		\$ 3,500.00
New signs for the front of the building		
BMC	Bruce Martin	\$ 17,875.00
Contingency		\$ -
	Sales Tax	\$ 21,988.02
	Sub Total	\$ 315,161.62
Changes Per New Plan		
28 New lights and installation	Tony Clark	\$ 2,380.55
Added Drop Ceiling	BMC	\$ 4,845.50
Work Stations & Work Rooms	BMC	\$ 8,382.25
	Sales Tax	\$ 1,170.62
	Sub Total	\$ 16,778.92
	TOTAL	\$ 331,940.54
Cube removal and installation by County		

Authorized Signature

 Bruce Martin

 Date

Accepted

 Max Cole

 Date

EXHIBIT C A6.1

DATE DRAWN: 01/11/11
BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS

PRINTED: 01/11/11
BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS

PRELIMINARY
FOR CONSTRUCTION

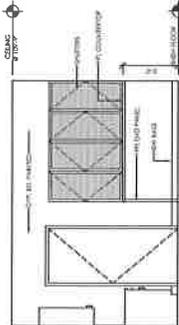


1001 S. WASH.
SUITE 200
WICHITA, KS 67202
TEL: 781.231.1111
WWW.KREHBIEL.COM

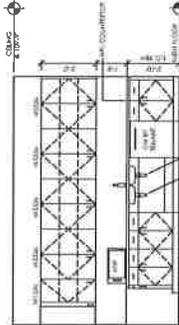
PROJECT: COMCARE TENANT SPACE
SHEET: A6.1
DATE: 01/11/11

COMCARE TENANT SPACE
WICHITA, KANSAS
EAST HARRY SHREEVE

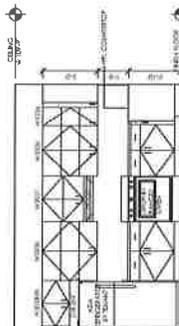
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SHEET TITLE: COMCARE TENANT SPACE
DATE: 01/11/11
SHEET NO: A6.1



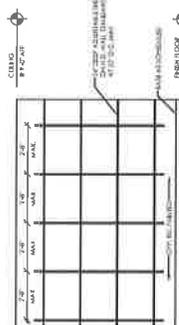
16 CSS KITCHEN ROOM 16



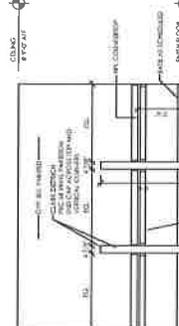
15 CSS SERVING ROOM 15



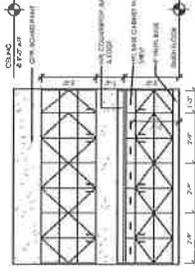
14 CSS SERVING ROOM 14



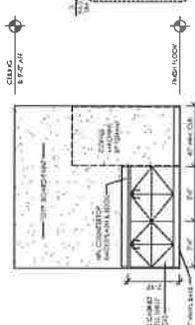
13 CSS CLOSET ROOM 13



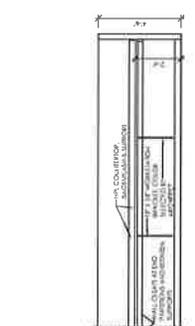
12 CSS COMPUTER ROOM ROOM 12



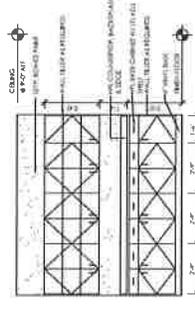
11 WORK AREA ROOM 11



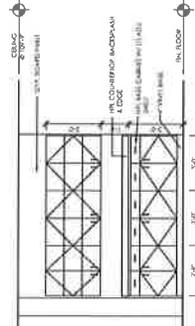
10 COFFEE BAR ROOM 10



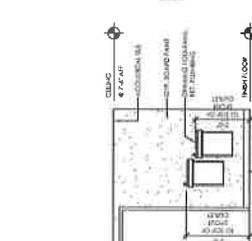
9 CSS DIRECT CARE WORK STATIONS ROOM 9



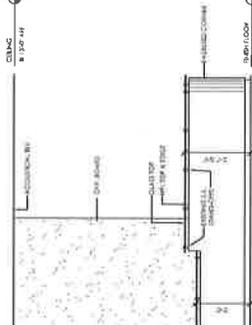
8 WORK ROOM ROOM 8



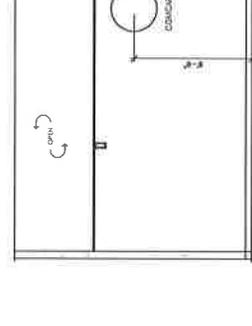
7 CSS WORK ROOM ROOM 7



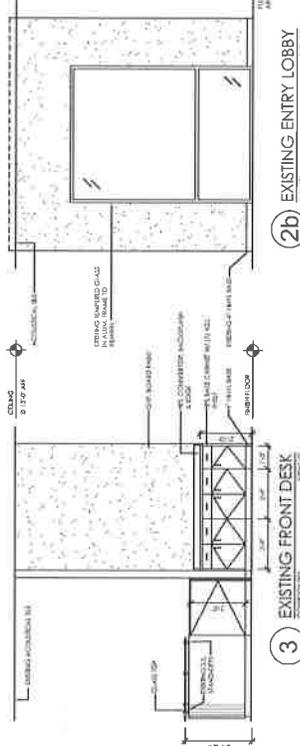
6 EXISTING DRINKING FOUNTAINS ROOM 6



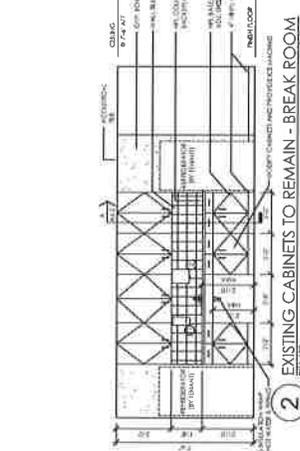
5 EXISTING FRONT DESK ROOM 5



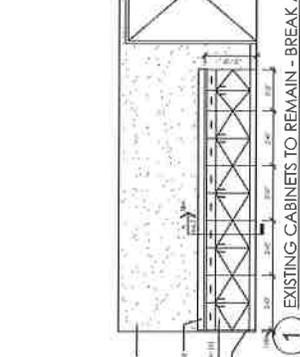
4 EXISTING FRONT DESK ROOM 4



3 EXISTING FRONT DESK ROOM 3



2b EXISTING ENTRY LOBBY ROOM 2b



1 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 1

2 EXISTING CABINETS TO REMAIN - BREAK AREA ROOM 2

3 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 3

4 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 4

5 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 5

6 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 6

7 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 7

8 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 8

9 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 9

10 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 10

11 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 11

12 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 12

13 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 13

14 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 14

15 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 15

16 EXISTING CABINETS TO REMAIN - BREAK ROOM ROOM 16

Exhibit "D"

(Tenant's Work)

It shall be the obligation of the Tenant to provide, at Tenant's expense, the furnishing of the Demised Premises, including without limitation, all telephones and computers (including hardwiring incident thereto), furniture, chairs, cubicles, and other office equipment in accordance with Tenant's operation of the Demised Premises.

Exhibit "E"

(Signage)