

**BASE LEASE**

**THIS BASE LEASE** (the "Base Lease") dated as of October 1, 2011, between Sedgwick County, Kansas (the "County"), a political subdivision, duly organized and existing under the constitution and laws of the state of Kansas and the Sedgwick County Public Building Commission, a municipal corporation of the State of Kansas, as lessee (the "PBC");

**WITNESSETH:**

**WHEREAS**, pursuant to the authority of K.S.A. 12-1757, *et seq.*, as amended by Charter Resolution No. 48 of the County (jointly, the "Act"), the PBC is authorized to acquire by lease, land and other facilities in order to : (a) design, construct and equip a radio communications network; and (b) design, construct, reconstruct, equip and furnish emergency medical service facilities (collectively, the "Facility"); and

**WHEREAS**, the County is the owner of the real estate described in subsection (a) of **Schedule A** hereto (the "Land") on which it desires to locate the Facility; and

**WHEREAS**, the County and the PBC propose that the PBC shall lease the Land from the County and provide up to \$12,650,000\* to construct the Facility and has offered to lease the Land and the Facility (the Land and Facility, collectively, the "Project") to the County pursuant to a Lease dated as of the date hereof (the "Lease") between the PBC and the County;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, the County and the PBC do hereby covenant and agree as follows:

**FURTHER**, the County and the PBC hereby covenant and agree as follows:

**SECTION 1. Representations by the County.** The County represents, covenants and agrees as follows:

(a) The lease of the Land to the PBC and the lease of the Project by the PBC to the County, as provided in the Lease, are necessary, desirable and in the public interest, and the County hereby declares its current need for the Project;

(b) The County, pursuant to Resolution No. [ ]-2011 adopted by its Board of County Commissioners (the "Board"), has full power and authority to enter into the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, and by proper action has authorized the execution and delivery of this Base Lease and the Lease;

(c) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound;

(d) The County has marketable record fee simple title to the Land;

(e) The Land is not subject to any dedication, easement, right-of-way, reservation, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Facility on the Land, as contemplated by the Lease;

(f) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, if any, have been paid in full;

(g) The Land is properly zoned for the purpose of constructing the Facility; and

(h) The County has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the County's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner, except as permitted by this Base Lease and the Lease.

**SECTION 2. Representation of the PBC.** The PBC represents, covenants and agrees as follows:

(a) To enter into the Lease simultaneously with the delivery of this Base Lease;

(b) To provide funds exclusively from the proceeds of its revenue bonds, in an aggregate amount of \$12,650,000 (the "Bonds") to pay a portion of the costs of the acquisition and construction on the Land of the Facility authorized pursuant to a resolution of the PBC (the "Bond Resolution");

(c) To surrender and deliver the Project to the County upon the expiration of this Base Lease.

**SECTION 3. Term of Base Lease.** The term of this Base Lease shall commence on October 1, 2011 and end on August 1, 2041, unless terminated on the conditions hereinafter provided.

**SECTION 4. Termination.** This Base Lease shall terminate upon the earlier of the following events: (a) the completion of the term set forth in *Section 3*; or (2) payment in full of the Bonds or provision is made therefore in accordance with the Bond Resolution and the County exercises its option to purchase the PBC's interest in the Project pursuant to *ARTICLE XVII* of the Lease. Thereupon, this Base Lease shall be considered assigned to the County and terminated through merger of the leasehold interest with the fee interest.

**SECTION 5. Assignments and Subleases.**

(a) The PBC may assign its rights under this Base Lease without the consent of the County: (1) in connection with any assignment of its rights under the Lease, (2) if the Lease is terminated for any reason or (3) if an "Event of Default" as defined in the Lease has occurred.

If an "Event of Default" under the Lease occurs, the PBC shall have the right to possession of the Land for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent and in the interest of the Owners of the Bonds.

(b) The County may assign its rights and obligations under this Base Lease and may sublet the Project on the conditions set forth in the Lease and the Act.

**SECTION 6. Taxes and Assessments.** The County covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Project.

**SECTION 7. Title and Consideration.** Title to the Land shall remain in the County at all times. The leasing of the Project to the County under the Lease shall be deemed the County's entire consideration for this Base Lease.

**SECTION 8. Severability.** If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 9. Amendments, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the PBC and the County. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

**SECTION 10. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the state of Kansas.

**SECTION 11. Execution in Counterparts.** Separate counterparts of this Base Lease may be executed by the PBC and the County with the same force and effect as though the same counterpart had been executed by both the PBC and the County.

**SECTION 12. Successors.** This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 13. Electronic Transactions.** This Base Lease and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**SECTION 14. Complete Agreement.** This written agreement, together with the Lease and the Bond Resolution, constitute a final expression of the agreements between the parties hereto and such agreements may not be contradicted by evidence of any prior or contemporaneous oral agreement. No unwritten oral agreement between the parties exists.

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**IN WITNESS WHEREOF**, the PBC and the County have caused this Base Lease to be executed by their respective authorized officials and officers, all as of the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS**

(seal)

ATTEST:

\_\_\_\_\_  
DAVID M. UNRUH, Chairman

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

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
RICHARD A. EUSON, County Counselor

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on October \_\_, 2011, by David M. Unruh, Chairman of the Board of County Commissioners of Sedgwick County, Kansas, a political subdivision duly organized and existing under the constitution and laws of the state of Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SEDGWICK COUNTY PUBLIC  
BUILDING COMMISSION**

(Seal)

By: \_\_\_\_\_  
Greg Sevier, President

ATTEST:

\_\_\_\_\_  
Bill Hancock, Secretary

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on October \_\_, 2011, by Greg Sevier, President of the Sedgwick County Public Building Commission, a municipal corporation organized under the laws of the State of Kansas.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SCHEDULE A**

**PROPERTY DESCRIPTION**

The following described real estate located in Sedgwick County, Kansas owned by Sedgwick County, Kansas as of the date of this Lease:

[INSERT LEGAL DESCRIPTION OF PROPERTY ON WHICH FACILITY TO BE CONSTRUCTED]