

**BUILDING LEASE AGREEMENT
JUVENILE DETENTION FACILITY**

This Building Lease Agreement ("Building Lease") is made and entered into this 1st day of August, 2018,

BY AND BETWEEN:

SEDGWICK COUNTY, KANSAS
525 N. Main Street
Wichita, Kansas 67203

"LESSORS,"

AND

Saint Francis Community Services, Inc.
509 E. Elm Street
Salina, KS 67401

"LESSEE."

WITNESSETH:

WHEREAS, as of August 1, 2018, LESSORS are the owners of the Juvenile Detention Facility with a location address of 700 S. Hydraulic, Wichita, KS 67211 ("**JDF**") shown in **Exhibit A**; and

WHEREAS, in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, LESSORS do hereby desire to lease and rent to LESSEE, for the term and under the conditions herein set forth, the Premises described below and LESSEE does hereby desire to lease the same from LESSORS and enter into this Building Lease.

NOW, THEREFORE, for and in consideration of the Premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound as follows:

1. DEMISE.

1.1 Premises. LESSORS, for and in consideration of the full performance by LESSEE under the terms of this Building Lease, leases and demises to LESSEE, and LESSEE accepts and leases from LESSORS, approximately 2,188 square feet of furnished space in the JDF, as generally shown on **Exhibit B** attached hereto and incorporated herein (the "**Premises**").

1.2 Common Areas. LESSORS further grants to LESSEE during the Lease Term, the non-exclusive right, privilege and easement for LESSEE to use, subject to any

applicable rules and regulations, those common areas of the Building, as they may exist from time to time, that are intended for the use and enjoyment of JDF tenants, guests, or visitors, as they may exist from time to time and that are intended for the common use and enjoyment by occupants and guests of the JDF.

2. **TERM.** The term of this Building Lease is for a period of twenty four (24) months, commencing on August 1, 2018 (or as delayed pursuant to Section 5) (“**Initial Term**”), and continuing through all Extension Terms (collectively, “**Lease Term**”). LESSORS acknowledge a contract between LESSEE and the State of Kansas exists, by which the LESSEE provides Reintegration, Foster Care, and/or Adoption services in the state (the “Contract”). In the event the Contract is not renewed, is terminated, or substantially modified, to the detriment of LESSEE and as determined by LESSEE, then LESSEE may terminate the Lease without penalty as of the date of the non-renewal, termination or substantial modification of the Contract.

3. **EXTENSION OPTIONS.**

3.1 **Extension Option.** Unless this Building Lease has expired or has been sooner terminated and is continuing at the time any extension option is exercised, and provided that all other agreements necessary to the continued operation of LESSEE’s business at the Premises are extended for a period of not less than the applicable extension periods, LESSEE shall have the right and option (each, an “**Extension Option**”) to extend the Initial Term for two additional successive periods of two (2) years each, an (“**Extension Term**”), pursuant to the terms and conditions of this Building Lease then in effect.

3.2 **Notice of Exercise of Extension Option.** LESSEE may only exercise the Extension Options by giving written notice thereof to LESSORS of its election to do so prior to the expiration of the Initial Term or the then-existing Extension Term, as the case may be. If written notice of the exercise of any Extension Option is not received by LESSORS by the applicable dates described above, then LESSEE shall be deemed to be a month-to-month tenant until and unless LESSEE provides notice of termination of this Building Lease or exercise of its Extension Option.

4. **RENT.** As consideration for this Building Lease and as rent for the use of said Premises, LESSEE agrees to pay to LESSORS annual rent in the sum of _\$352,403.33 and other good and valuable consideration. The rent (\$29,366.94) shall be paid monthly on the 1st day of each month, with proration adjustments to be made for any partial month.

5. **POSSESSION.** On the Effective Date, LESSORS will deliver possession of the Premises to LESSEE. LESSORS and LESSEE agree to jointly inspect the Premises on, before, or reasonably following the Effective Date and note any material defects in the Premises for repair and maintenance. LESSORS agree to repair all such material defects within a reasonable period of time following the inspection, as agreed to by the parties. Subject to any latent defects which are not obvious or cannot be detected without substantial cost by or delay in the Effective Date and LESSOR’s repair and maintenance obligations identified by the parties pursuant to this Section 5, LESSEE accepts the Premises in an “AS IS, WHERE IS-WITH ALL FAULTS” condition at the time of LESSEE’s taking of possession.

6. LIABILITY.

6.1 LESSORS Disclaimer of Liability. LESSORS shall not be liable to LESSEE for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of LESSEE arising from any act or neglect of any co-tenants or other occupants of the JDF, or of the employees of LESSEE or of the customer trade of LESSEE.

6.2 LESSEE Disclaimer of Liability. LESSEE shall not be liable to LESSORS for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of LESSORS arising from any act or neglect of any co-tenants or other occupants of the JDF, or of the employees of LESSEE or of the customer trade of LESSEE.

6.3 Survival. All liability provisions set forth in this Section shall survive the expiration or earlier termination of this lease.

7. TAXES -- REAL AND PERSONAL PROPERTY.

7.1 LESSEE's Tax Responsibilities. LESSEE shall be liable for all taxes levied against personal property, furniture, or fixtures placed by LESSEE in the demised Premises. If any such taxes for which LESSEE is liable are levied or assessed against LESSORS, or LESSORS' property, or if the assessed value of LESSORS' property is increased by inclusion of such personal property of LESSEE, LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from LESSORS. In addition, in the event, and only in the event that LESSEE's actions or conduct result in ad valorem taxes levied against the Premises, LESSEE agrees to pay for such taxes. LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from LESSORS.

7.2 LESSORS' Tax Responsibilities. LESSORS shall be liable for all taxes levied against the real property, personal property, furniture, or fixtures placed by LESSORS or LESSORS' other tenants in the JDF. If any such taxes for which LESSORS is liable are levied or assessed against LESSORS, or LESSORS' property, or if the assessed value of LESSORS' property is increased by inclusion of such personal property of LESSORS, LESSORS shall pay all such taxes so that they do not become delinquent.

8. USE OF PREMISES.

8.1 The Premises may be used and occupied only for LESSEE'S housing of children found in need of care and related uses. Further, LESSEE shall not use, or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Premises are hereby leased. LESSEE shall not commit, or suffer to be committed, any waste upon said Premises and LESSEE further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the consent of LESSORS.

8.2 LESSEE expressly recognizes that the Premises are publicly owned and that LESSORS desires that the Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such LESSEE will not use the Premises for any partisan or political activity or for an overt public activities that take a position on policy issues which are before the City and the County, provided that this provision shall not prevent LESSEE from taking positions in newsletters, correspondence, internal meetings, etc. that otherwise are in accordance with the purposes of the Premises, as determined by LESSORS.

8.3 LESSEE shall neither use nor occupy the Premises for any unlawful, disreputable or hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. LESSEE agrees that it will not, without the prior written consent of LESSORS, use or permit to be used on or bring onto or about the Premises any materials that have been or are in the future determined to be hazardous by any federal, state or local government agency other than those materials which are used by LESSEE in the ordinary course of its business and which are stored in accordance with requirements of applicable laws. LESSEE will permit entry onto the Premises by LESSORS at any reasonable time to verify and monitor LESSEE'S compliance with its covenants set forth in this paragraph and to perform other environmental inspections of the Premises, except that such entry shall not, except in emergency situations, disrupt scheduled classes. LESSEE will cease immediately upon notice from LESSORS any activity which violates or creates a risk of violation of any environmental law. LESSEE will promptly remove, clean-up, dispose of or otherwise remediate in accordance with environmental laws and good commercial practice, any hazardous materials on, under or about the Premises resulting from LESSEE's activities on the Premises.

8.4 Upon LESSORS' notice or discovery of any activity or use of Premises prohibited by this Building Lease, LESSEE agrees to immediately take action and cease any activity or use in violation of this Building Lease.

9. CONDUCT OF BUSINESS. LESSEE will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other occupants, guests, neighbors, or LESSORS in the management of the building.

10. INDEMNIFICATION AND NON-LIABILITY.

10.1 LESSEE Indemnification. Subject to and without waiving any limitations, defenses or claims under Kansas law, LESSEE agrees to save and hold LESSORS harmless of and from any claim arising with respect to LESSEE's use of the Premises, except for any negligence of LESSORS. To the extent permitted by the laws of Kansas and without waiver of any applicable immunities or defenses, LESSEE shall hold harmless, defend and indemnify LESSORS and their officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) brought against any of them arising out of any of the exercise of LESSEE's use of the Premises hereunder; however, the amount of such indemnification by LESSEE shall not

exceed \$500,000.00 for any number of claims arising out of any single occurrence or incident.

10.2 LESSORS Indemnification. Subject to and without waiving any limitations, defenses or claims under Kansas law, LESSORS agree to save and hold LESSEE harmless of and from any claim arising with respect to LESSEE's use of the Premises, except for any negligence of LESSEE. To the extent permitted by the laws of Kansas and without waiver of any applicable immunities or defenses, LESSORS shall hold harmless, defend and indemnify LESSEE and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) brought against any of them arising out of any of the exercise of LESSORS' use of the Premises hereunder; however, the amount of such indemnification by LESSORS shall not exceed \$500,000.00 for any number of claims arising out of any single occurrence or incident.

10.3 LESSORS' Limitation of Liability. LESSORS shall not be liable to LESSEE or to LESSEE's employees, patrons, guests or visitors in or upon the Premises for any damage to person or property caused or claimed to have been caused by the negligence of LESSEE, LESSEE's agents, employees, or invitees. LESSORS shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of LESSORS, or for any damage or inconvenience which may arise through repair or alteration of any part of the Premises, or failure to make repairs, or from any cause whatever except LESSORS' negligence, subject to the liability under the Kansas Tort Claims Act.

10.4 LESSEE's Limitation of Liability. LESSEE shall not be liable to LESSORS or to LESSORS' employees, patrons, guests or visitors in or upon the Premises for any damage to person or property caused or claimed to have been caused by the negligence of LESSORS, LESSORS' agents, employees, or invitees. LESSEE shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of LESSEE, or for any damage or inconvenience which may arise through repair or alteration of any part of the Premises, or failure to make repairs, or from any cause whatever except LESSEE's negligence, subject to the liability under the Kansas Tort Claims Act.

10.5 Survival. All indemnification provisions set forth in this Section shall survive the expiration or earlier termination of this lease.

11. INSURANCE. LESSEE agrees to carry property insurance on the Premises during the term hereof, insuring LESSEE's property for the full insurable value thereof and with such deductibles as are reasonable. LESSEE shall, upon the request of LESSORS, provide LESSORS with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. LESSEE shall also provide and keep in force, subject to its limitations of waiver under the Kansas Tort Claims Act, other insurance in amounts that may from

time to time be reasonably required by LESSORS against other insurable hazards as are commonly insured against for the type of business or activity that LESSEE will conduct on the Premises. LESSOR represents that it self-insures the Premises with both property and liability coverage, including coverage for the property of and injuries to tenants, including LESSEE, and their employees and invitees. LESSOR agrees to maintain such insurance during the Term of the Building Lease.

12. UTILITIES. The parties agree to the following with regard to the utilities and related operating expenses related to the Premises:

12.1 Telecommunications. LESSORS agree to reasonably accommodate LESSEE's installation of telecommunications, televisions, data connections, and supporting equipment to conduct Lessee's business. Given the limited spaces in the network and data rooms, LESSEE will consult with LESSORS' information technology representatives prior to installations and equipment;

12.2 Utilities. LESSORS agree to supply at their expense all utilities to the Premises (natural gas, electricity, water, garbage removal and sewer).

12.3 Custodial Services. LESSOR shall provide custodial services to the Premises free of charge to LESSEE.

12.4 All Other Services. LESSEE agrees to pay for all other services supplied to said Premises not hereinbefore enumerated throughout the Term of this Building Lease and all such services shall be put in LESSEE's name prior, if required by LESSORS to occupancy. LESSORS, however, shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of LESSORS.

13. LESSORS' COVENANTS. It is agreed by the parties hereto that it shall be the duty and obligation of LESSORS herein:

13.1 To deliver the Premises to LESSEE, at commencement of the term of this lease, in "as-is" condition.

13.2 To provide to LESSEE, contingent upon LESSEE's compliance with the covenants, duties and obligations herein, the right to the quiet and peaceful possession of said Premises for the full term of this lease.

14. LESSEE'S COVENANTS. In consideration of the foregoing, LESSEE hereby agrees:

14.1 To keep the interior and exterior of the Premises, including plumbing, closets, pipes, and fixtures belonging thereto in good repair, neat, clean, safe, and sanitary during the term of this lease in the same condition as such interior and exterior is found on the Effective Date, and to observe and comply with all regulations governing said Premises made by any property governing agency as to cleanliness, all without cost or expense to LESSORS.

14.2 To insure that all required outside storage and refuse containers of LESSEE are located in places so that they do not block any alley or impede traffic flow.

14.3 To maintain and keep clear all floor drains and drain lines of all kinds in or upon the Premises to their juncture of same with public sewer main.

14.4 To notify LESSORS immediately of any major problem relative to the Premises, the building and/or the grounds.

15. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the Premises, the building or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

16. IMPROVEMENTS AND ALTERATIONS.

16.1 LESSEE shall make no material changes or alteration in said Premises unless it shall first have obtained LESSORS' written consent thereto.

16.2 All improvements which are not fixtures and which are not specifically identified as belonging to LESSORS shall remain the property of LESSEE. At the termination of this Building Lease, LESSEE shall have the option of removing all such fixtures and leasehold improvements belonging to LESSEE and restoring the Premises to their original condition, less ordinary wear and tear; or with the consent of LESSORS may leave said fixtures and leasehold improvements in place. In the event that said fixtures and leasehold improvements are not removed within fifteen (15) days after the termination of this lease, LESSORS shall have the option of taking title to all said fixtures and leasehold improvements, immediately, or to have all or any part of such fixtures and leasehold improvements removed at LESSEE's sole expense.

17. LIENS - REGULATIONS. LESSEE shall not, during the term of this Building Lease, permit or suffer any lien or encumbrance to attach to the Premises or any part thereof and shall indemnify and save harmless LESSORS against the same. LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the City of Wichita, Kansas, in respect to the operation and maintenance of the Premises described herein. Further, LESSEE shall comply with all laws and ordinances of the State of Kansas and the City of Wichita, Kansas, which have been enacted by any state or local governing body.

18. SIGNS, AWNINGS, ETC. No sign, notice, awning, advertisement, picture or other inscription of any kind shall be installed, altered, placed or put upon any portion of the Premises, unless the written consent of LESSORS shall first have been obtained. All signage provided and installed by LESSEE shall be with the written consent of the LESSOR, if any, and shall be in conformity with applicable laws, codes, and ordinances. LESSEE, at its sole cost, shall obtain all necessary sign permits and shall comply with all applicable laws. Upon LESSEE's vacating the Premises, or the removal or alteration of its signs, etc. for any reason, LESSEE shall

be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

19. INSPECTION AND ENTRY. It shall be lawful for LESSORS, their agents and representatives, at any reasonable hours in the day to enter into or upon said demised Premises for the purpose of examining into the condition thereof, or to make such repairs and alterations as may be necessary for the safety and preservation of the said building, but without any obligation to make repairs, also to exhibit the said Premises to let and to put upon said Premises the usual for rent notice up to thirty (30) day preceding the expiration of the Lease, which said notice shall not be removed by said LESSEE, or for any other lawful purpose.

20. OWNERSHIP REPRESENTATION. Under no circumstances shall LESSEE represent to any party that LESSEE is the owner of the property covered by the lease or the agent or trustee of LESSORS. LESSEE understands and agrees that no authorization to act for, on or in behalf of LESSORS is granted to LESSEE.

21. REMOVAL OF PROPERTY AND EQUIPMENT. LESSEE shall have the right to remove from the Premises at any time during the lease term any and all equipment placed therein and owned by LESSEE but not if the same are so permanently attached to the building that removal thereof will leave said building damaged or materially altered; and failing to do so, said improvements and/or equipment shall be and become the property of LESSORS.

22. ASSIGNMENT AND SUBLEASE.

22.1 It is agreed that this Building Lease, or any interest therein, shall not be assigned by LESSEE, nor the property sublet in whole or in part, without the prior written consent of LESSORS, nor shall this lease, or any interest therein or thereunto be sold or assigned or passed by adjudication of LESSEE as a bankrupt or through bankruptcy proceedings. In the event the lease is so assigned or the property sublet in whole or in part, LESSEE is not relieved from any of its obligations and liabilities under this Building Lease, but rather, remains liable for performance under this Building Lease.

22.2 In the event LESSEE rents or subleases the Premises in whole or in part with LESSORS' consent as herein provided, and if any rents received by LESSEE under any such sublease are in excess of the rent amount payable by LESSEE under this lease, or any additional consideration is paid to LESSEE by the assignee under any such assignment, then LESSORS hereby declare one half of such excess rents under any sublease or such additional consideration for an assignment to be due and payable by LESSEE to LESSORS as additional rent hereunder.

22.3 LESSORS shall have the right to transfer and assign, in whole or in part, any of their rights under this lease, and in the Building and property referred to herein; and, to the extent that such assignee assumes LESSORS' obligations hereunder, LESSORS shall by virtue of such assignment be released from such obligations.

23. RECEIPTS FROM ASSIGNEE OR SUBTENANT. The receipt by LESSORS of rent from any assignee, subtenant or occupant of the demised Premises shall not be deemed a waiver of the covenant in this lease contained against assignment and subletting or an acceptance

of the assignee, subtenant or occupant as tenant or a release of LESSEE from the further observance or performance by LESSEE to be observed and performed. No provision of this lease shall be deemed to have been waived by LESSORS unless such waiver is in writing signed by LESSORS.

24. DESTRUCTION. In the event of the destruction of the building containing said Premises by fire, windstorm, or other cause, this lease shall immediately terminate and cease unless LESSORS shall within ten (10) days thereafter notify LESSEE in writing of LESSORS' desire to continue said lease, in which event said LESSORS shall be obligated to restore said building in due and reasonable time to substantially its former condition except as to any property owned by LESSEE therein, and in that event the rent shall be abated until said Premises are restored to condition for occupancy. Slight or partial damage by fire, windstorm, or other cause, which does not render the building substantially unfit for use and occupancy shall not affect the terms of this lease. Upon termination under this Section 24, all of LESSEE's rights in and to the JDF shall be surrendered and otherwise revert to LESSORS.

25. EVENT OF CASUALTY. In the event the improvements on the Premises shall be damaged or destroyed by any casualty as to become untenable, then LESSORS may, if LESSORS so elect, give notice in writing terminating this Building Lease upon proper notice. If the Premises become untenable, and LESSORS do not elect to terminate this Building Lease, LESSORS shall be obligated to restore the Premises in due and reasonable time to substantially its former condition except as to any property owned by LESSEE therein, and in that event the rent shall be abated until said Premises are restored to condition for occupancy. Upon termination under this Section 25, all of LESSEE's rights in and to the JDF shall be surrendered and otherwise revert to LESSOR.

26. EVENTS OF DEFAULT. The following shall be considered, for all purposes, to be an "Event of Default" under this lease:

26.1 Failure of either party to perform or observe any of the terms, provisions, conditions and covenants of this lease which are not cured within fifteen (15) working days after written notice thereof to the other party, except that each of the LESSORS shall have the right, within thirty (30) days or as such time is reasonably necessary, to cure such default caused by the defaulting LESSOR.

26.2 Either party shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the insolvent party's property, or such party makes an assignment for the benefit of creditors, except that each of the LESSORS shall have the right, within thirty (30) days or as such time is reasonably necessary, to cure such default caused by the defaulting LESSOR.

26.3 If LESSEE abandons or vacates any substantial portion of the demised Premises for a period of 90 days or more.

26.4 The Premises is assigned, subleased or all rights under this Building Lease are transferred to any person other than LESSEE without express approval by LESSORS.

27. **TERMINATION.** This Building Lease may be terminated by the non-defaulting party without any further required notice upon occurrence of the following:

27.1 The expiration of the Lease Term or any extension thereof; or

27.2 An Event of Default and failure to cure after notice periods identified hereinbefore in Section 26; or

26.3 Upon the the occurrence of the conditions set forth in Section 2 which allows for LESSEE'S early termination; or

26.4 By either party for any reason, upon sixty (60) days' written notice to the other party.

28. **EFFECT OF TERMINATION.** Upon termination of this Building Lease under Section 27, all of LESSEE's rights in and to the JDF shall be surrendered and otherwise revert to LESSOR and all of LESSOR's obligations under this Building Lease shall be terminated.

29. **ENFORCEABILITY.** No waiver by LESSORS or LESSEE of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of the same, or subsequent breach of the same, or any other term, covenant or condition, regardless of the waiving party's knowledge of such breach, unless the non-breaching party specifically agrees thereto. No covenant, term or condition of this lease shall be deemed waived by LESSORS or LESSEE unless waived in writing.

30. **BINDING ON PARTIES.** Subject to the limitations provided hereinbefore hereof, this Building Lease shall be, jointly and severally, binding on the parties hereto, their respective heirs, devisees, successors and assigns.

31. **NOTICE.** All LESSEE correspondence, notices and demands to LESSORS must given in writing to:

Sedgwick County, Kansas
Attn: County Counselor
525 N. Main, Suite 259
Wichita, Kansas 67203

Sedgwick County, Kansas
Attn: Director of Facilities
525 N. Main, Suite ____
Wichita, Kansas 67203

All LESSORS correspondence, notices and demands to LESSEE must be given in writing to:

St. Francis Community Services, Inc.
Attn: Tom Gates, Director, Asset Management

509 E. Elm Street
Salina, KS 67401

32. WAIVER OF ANY BREACH. Any waiver of any breach hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

33. EXHIBITS. All of the exhibits referenced hereinabove are part of the Building Lease as if fully set forth herein.

34. CAPTIONS. The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

35. DEFINED TERMS. All references in Building Lease to "LESSOR" in the singular shall also mean the plural and all references to the plural shall also mean the singular unless the context otherwise requires. The words "hereof", "herein", "hereunder", "this agreement" and words of similar import when used in this Building Lease shall refer to this Building Lease as a whole and not any particular provision hereof or thereof and as this Building Lease has existed, now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

36. JOINT AND SEVERAL LIABILITY. If and when included within the term "LESSOR" or "LESSORS," as used in this Building Lease, there is more than one person or entity, each shall be jointly and severally liability for the obligations of LESSORS, except that LESSORS shall have the right to cure as set forth in this Building Lease.

37. SEPARABILITY. If any clause or provision of this Building Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

38. AMENDMENTS; BINDING EFFECT. This Building Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors, in interest and legal representatives, except as otherwise herein expressly provided.

39. PROHIBITION OF POLITICAL ACTIVITY. LESSEE agrees that it will not engage in any political activity in the space provided by LESSORS. This includes any political campaigning, distribution of literature, and political advertising.

[Remaining Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Building Lease in duplicate the day and year first above written.

LESSEE

SAINT FRANCIS COMMUNITY SERVICES,
INC.

Robert W. Smith

Attested to by:

Approved as to form:

LESSORS

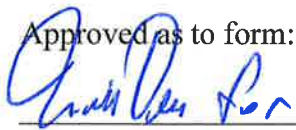
SEDGWICK COUNTY, KANSAS

David T. Dennis, Chairman
Commissioner

Attested to by:

Kelly B. Arnold
County Clerk

Approved as to form:



Eric Yost, County Counselor

EXHIBIT A

BUILDING SITE DEPICTION

The parties agree the Building Site description below is intended to be a depiction of the location of the Building Site. Any Tenant Improvements shown below in the Building Site are for illustration only and do not in any way bind Tenant in terms of the location, design or construction of the Tenant Improvements on the Building Site.

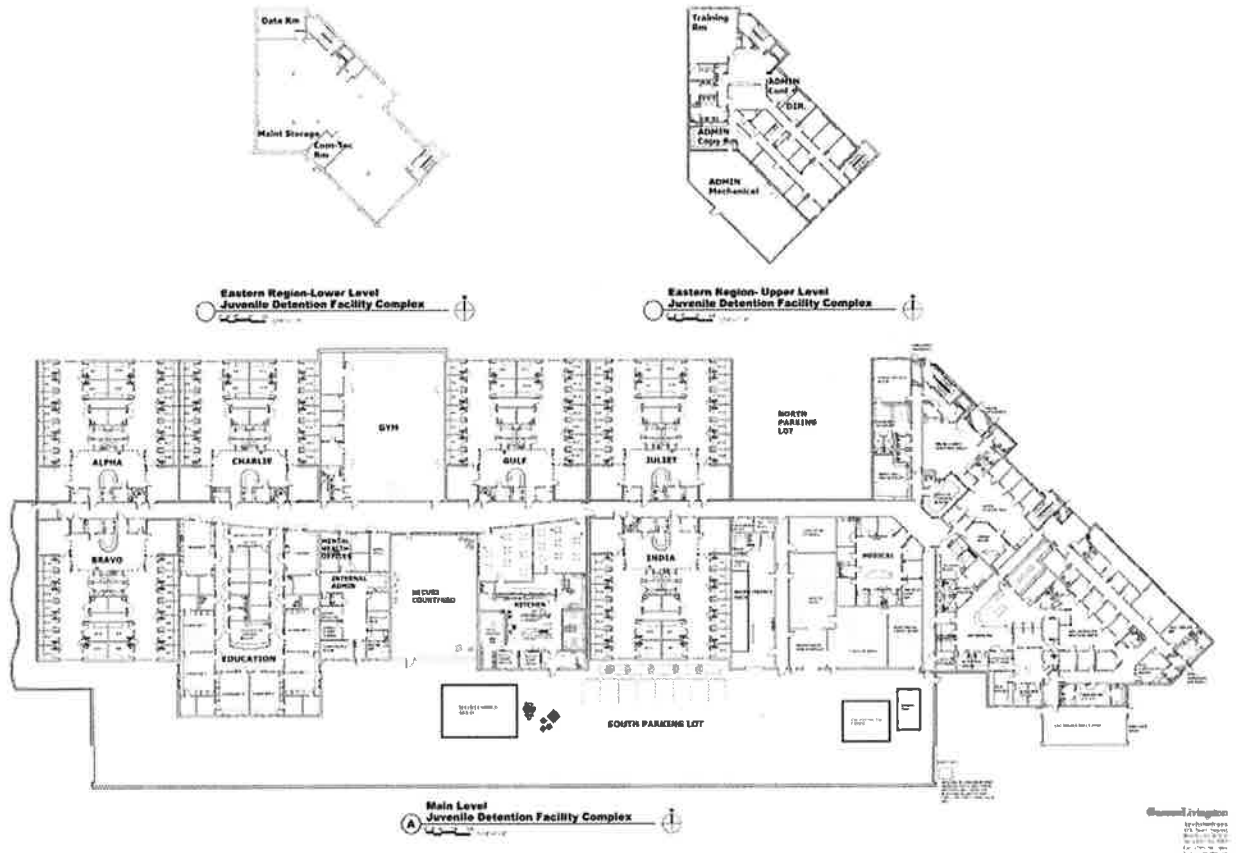
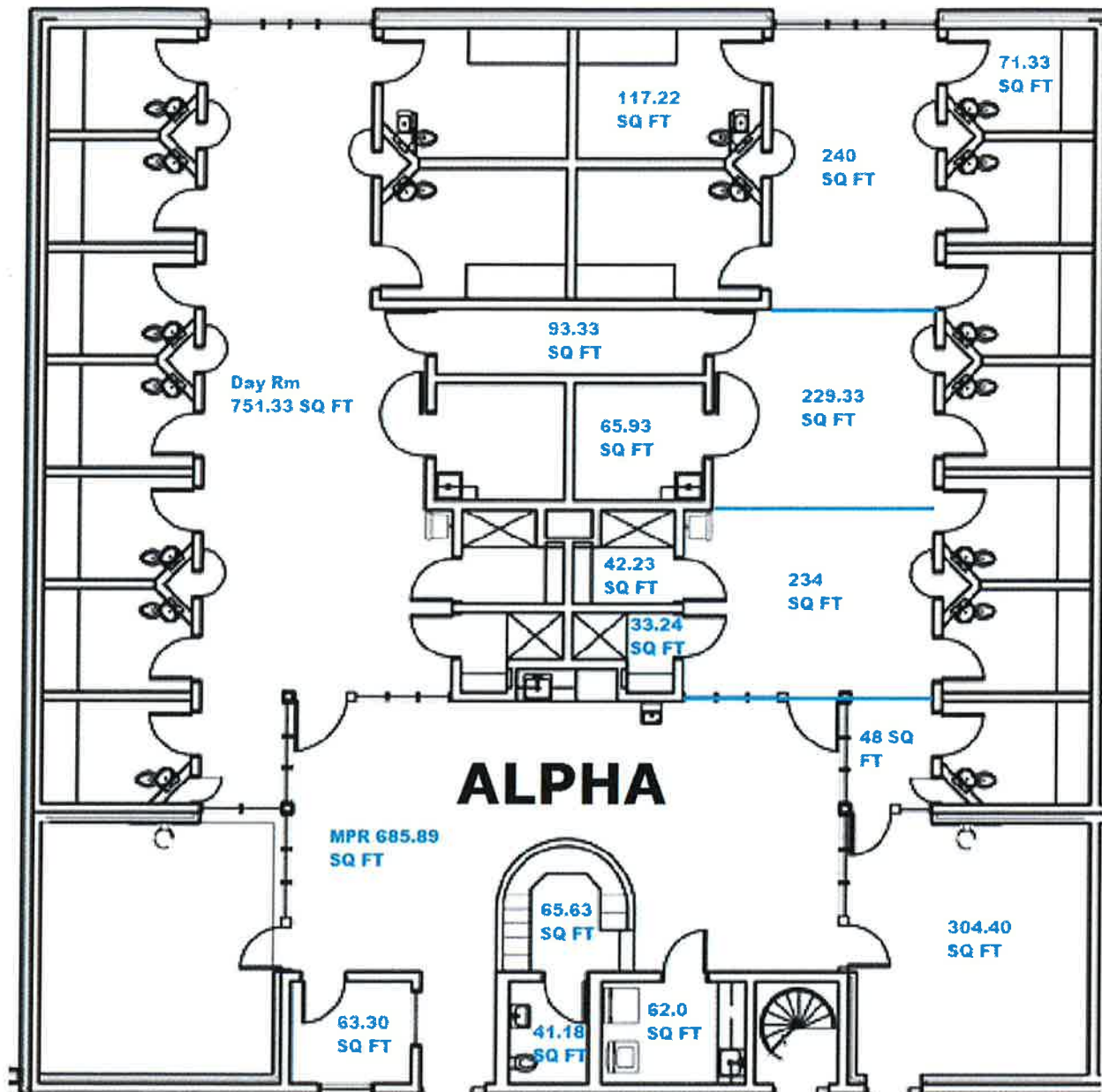


EXHIBIT B – LEASED PREMISES



Total SQ FT Standard Cells = 998.62
 Total SQ FT ADA Cells = 468.8
 Total SQ FT ALL Cells = 1467.42
 Total SQ FT Standard Showers = 66.48
 Total SQ FT ADA Showers = 84.46
 Total SQ FT ALL showers = 150.94
 Total SQ FT Custodial Storage = 131.86
 Total SQ FT Outdoor Rec areas = 608.80

Total SQ FT both Day Rooms = 1502.66
 Total SQ FT both Day Rooms and MPR = 2188.55

Total Housing unit SQ FT including all cells, showers,
 storage space, Linen closet, office, laundry, staff
 bathroom, MPR, Day Rooms, Control booth, and
 Outdoor recreation areas = 4873.01 Sq Ft.

