

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-06P-LMO00053
ADDRESS OF PREMISES 601 Brasilia Avenue Kansas City, MO 64153-2054	PDN Number: NA

THIS AMENDMENT is made and entered into between City of Kansas City, Missouri, Aviation Department

whose address is: 601 Brasilia Avenue
Kansas City, MO 64153-2054

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to increase the shell rate, and

WHEREAS, Lessor and Government agree to modifications of **Section 1.01 The Premises**, and **Exhibit A – Leased Premises**, and addition of **Part II, Supplemental Terms and Conditions To All Airport Agreements**.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended effective upon the opening of the new terminal at the Kansas City International Airport anticipated to be on or before March 3, 2023 ("**Commencement Date**") as follows:

The purpose of the Lease Amendment (LA) #4 is to establish a new rental rate and an increase in square footage at the new terminal. The total RSF will now be **6,393**. Exhibit A, attached hereto and incorporated by reference as if fully set out herein delineates the space occupied by the Government and the space provided by the airport for the agency to perform their tasks. Lessor has mandated an increase to the rental rate. TSA will be provided 3 non-reserved surface parking space in the new Terminal surface lot at no cost. Additionally, the lessor will provide five (5) additional surface parking spaces, for a maximum total of 8 parking spaces. The additional 5 parking spaces will be non-reserved surface parking spaces in the new Terminal surface lot at \$60 per space). Additionally, Exhibit B "Supplemental Terms and

This Lease Amendment contains {3} pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: Patrick Klein
Title: Director of Aviation
Entity: City of Kansas City, Missouri
Date: _____

Name: Kory R Hochler
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

Approved as to form:

Assistant City Attorney

Conditions to All Airport Agreements” hereto and incorporated by reference as if fully set out herein is added as required by law.

Effective on the Commencement Date through April 30, 2023, the Shell rental rate will remain at \$51.59/RSF or \$257,692.05 annually (current annual rental rate and current 4,995 square footage).

The current annual rent is broken down as follows:

Shell Rent ¹	\$257,692.05
Operating Rent	\$0.00
Parking	\$5,040.00
TOTAL	\$262,732.05

Effective May 1, 2023, through April 30, 2028, the new Shell rental rate will increase to \$130.62/RSF or \$835,053.66 annually.

The new annual rent is broken down as follows:

Shell Rent ¹	\$835,053.66
Operating Rent	\$0.00
Parking	\$3,600.00
TOTAL	\$838,653.66

¹Shell rental rates set forth represents the City’s current estimated expense of providing the space in the Terminal Building. The rent of all Terminal Building space tenants is adjusted May 1st of each year, as required by the rate structure defined in Lessor’s Signatory Airline Use and Lease Agreement.

Compliance With Law. Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to this Lease. This obligation includes compliance with City’s nondiscrimination laws as set out in Chapter 38 of its Code of Ordinances. Lessee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Lease.

LESSOR: _____
GOVERNMENT: _____

Lease Amendment Form
REV (12/12)