

SEVENTH AMENDMENT
LEASE AGREEMENT SUPER HANGAR
AT
KANSAS CITY INTERNATIONAL AIRPORT
BY AND BETWEEN
THE CITY OF KANSAS CITY, MISSOURI
“CITY”
AND
ATS HOLDINGS, LLC
“TENANT”

THIS SEVENTH AMENDMENT (“**Seventh Amendment**”), made and entered into on _____ between CITY OF KANSAS CITY, MISSOURI (“**City**”), a constitutional charter city duly organized and existing under the laws of the State of Missouri, and ATS HOLDINGS, LLC (“**Tenant**”), a Washington limited liability company registered to do business in the State of Missouri under Missouri Charter No. LC0020257.

WITNESSETH: That,

WHEREAS, City operates an international airport in Platte County, Missouri, known as the Kansas City International Airport (“**Airport**”) which includes a portion of the Airport known as the Overhaul Base; and

WHEREAS, City and Tenant are parties to the Lease Agreement Super Hangar (“**Lease**”) dated January 27, 2014; and

WHEREAS, City and Tenant are parties to a First Amendment to the Lease (“**First Amendment**”) dated March 31, 2014; and

WHEREAS, City and Tenant are parties to a Second Amendment to the Lease (“**Second Amendment**”) dated June 1, 2014; and

WHEREAS, City and Tenant are parties to a Third Amendment to the Lease (“**Third Amendment**”) dated December 31, 2014; and

WHEREAS, City and Tenant are parties to a Fourth Amendment to the Lease (“**Fourth Amendment**”) dated August 24, 2015; and

WHEREAS, City and Tenant are parties to a Fifth Amendment to the Lease (“**Fifth Amendment**”) dated January 1, 2019; and

WHEREAS, City and Tenant are parties to a Sixth Amendment to the Lease (“**Sixth Amendment**”) dated January 1, 2020; and

WHEREAS, the City wishes to amend/add Lease Terms, Premises, Rents, Fees and Charges and Federal provision language and Storm Water Best Management Practices as a lease modification for Tenant;

NOW, THEREFORE, in consideration of the premises, conditions, terms, and mutual covenants herein contained, City and Tenant agree for themselves, their successors and assigns as follows:

- A. **Section 2.1. Lease Terms**, is hereby amended by deleting **Section 2.1. Lease Terms** in its entirety and substituting **Section 2.1. Lease Terms** of this Seventh Amendment.

Sec. 2.1 Lease Terms.

- A. **Term:** The Initial Term of this Lease shall begin on January 1, 2026 and shall terminate on December 31, 2030.
- B. **Section 2.2. Premises**, is hereby amended by deleting **Section 2.2. Premises** of the First Amendment, dated March 31, 2014, the Second Amendment, dated June 1, 2014, the Third Amendment, dated December 31, 2014 the Fourth Amendment, dated August 24, 2015, the Fifth Amendment, dated January 1, 2019 and substituting **Section 2.2. Premises** of Seventh Amendment, dated January 1, 2026.

Sec 2.2. Premises.

- A. The City hereby rents, leases and lets the Premises to Tenant, and Tenant hereby rents, leases and hires the Premises from City, subject to the terms and conditions of this Lease.
1. **Bay 112.** Beginning on the Effective Date, Tenant shall lease Bay 112 consisting of 173,956 square feet as depicted on **Attachment 2**.
 2. **Bay 114.** Beginning April 1, 2014, Tenant shall lease Bay 114 consisting of 150,742 square feet, adjacent space consisting of 23,237 square feet and 5,810 square feet of space on the second floor. Tenant shall also lease the area known as the GSE Garage as depicted on **Attachment 5**.
 - a. Beginning July 1, 2014, in addition to leasing the Premises as depicted in Sec 2.2.A.1. and 2.2.A.2., Tenant shall lease 22,105 square feet of adjacent space to Bay 114 as depicted on **Attachment 2**.
 - b. Beginning January 1, 2015, in addition to leasing the Premises as depicted in Sec 2.2.A.1. and 2.2.A.2., Tenant shall lease 3,938 square feet of adjacent space on the second floor as depicted on **Attachment 4**.
 - c. Beginning September 1, 2015, in addition to leasing the Premises as depicted in Sec 2.2.A.1. and 2.2.A.2 of this Fourth Amendment, Tenant shall lease 22,366 square feet of adjacent space on the second floor a depicted on **Attachment 4**, attached hereto and incorporated herein.
 - d. Beginning January 1, 2019, in addition to leasing the Premises as depicted in Sec 2.2.A1. and 2.2.A.2. of this Fifth Amendment, Tenant shall lease 16,241 square feet of

the adjacent space on the first floor as depicted on **Attachment 4**, attached hereto and incorporated herein.

- C. **Section 3.1. Rents, Fees and Charges**, is hereby amended by deleting **Section 3.1. Rents, Fees and Charges** in its entirety and substituting **Section 3.1. Rents, Fees and Charges** of this Seventh Amendment.

Sec. 3.1. Rents, Fees and Charges.

A. **Initial Term.** Beginning on the Effective Date, Tenant shall pay Building Rent, Additional Rent, Base Utility Rent and Additional Utility Rent (as further described in Article IV of this Lease), Sublease Rent (if applicable), and any other rent due hereunder (collectively, **“Rent”**) as follows:

1. **Building Rent.** Tenant shall pay City Building Rent as follows:
 - a. Contract Year 1 (January 1, 2026 – December 31, 2026) - \$1.13 per square foot leased by Tenant per annum.
 - b. Contract Year 2 (January 1, 2027 – December 31, 2027) - \$1.16 per square foot leased by Tenant per annum.
 - c. Contract Year 3 (January 1, 2028 – December 31, 2028) - \$1.19 per square foot leased by Tenant per annum.
 - d. Contract Year 4 (January 1, 2029 – December 31, 2029) - \$1.22 per square foot leased by Tenant per annum.
 - e. Contract Year 5 (January 1, 2030 – December 31, 2030) - \$1.25 per square foot leased by Tenant per annum.
2. **Additional Rent.** Tenant will pay City any sums which may become due by reason of failure of Tenant to comply with any covenants of this Lease and all direct damages, costs and expenses which City may incur because of any default of Tenant or failure to perform and any damages caused to the Premises by any act or negligence of Tenant, its officers, employees, agents and invitees. Additional Rent is due and payable thirty (30) days after the City invoices Tenant for the Additional Rent.
3. **Expansion of Utilized Area.** Through December 31, 2030, in the event that Tenant elects to add additional square footage (i.e., to expand its area of use in the Super Hangar beyond the areas stated in Section 2.2 above, as applicable from time to time), Tenant shall pay the then current Rent for such space on a square footage basis. City and Tenant shall, with respect to any such expansion, document the expansion and the Rent payable with respect thereto by an amendment to this Lease.

- D. **Article XIII, Section 13.2. Adoption of Additional Required Provisions**, is hereby added as of this Seventh Amendment.

Sec. 13.2. Adoption of Additional Required Provisions.

The parties hereto understand and agree that City, from time to time, may be required by the United

States Government or its agencies to adopt additional or amended provisions, including anti-discrimination provisions, concerning the use and operation of the Airport. Company hereby agrees to adopt any such requirements as a part of this Agreement. A current statement of Federal provisions is found as Exhibit A.

E. **Exhibit A, Airport Required Terms and Conditions**, is hereby added as of this Seventh Amendment.

Exhibit A

AIRPORT REQUIRED TERMS AND CONDITIONS

The Airport Required Terms and Conditions may be amended from time to time as required by the federal government, including the FAA.

SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.

Changes in contract performance or source of funding may result in the application of additional provisions. The term Lessee for purposes of Part III shall include parties granted property based rights under Part I and II of this agreement. Lessee for purposes of Part III shall include Licensees and Permittees, however, the same shall not be afforded Lease rights and privileges unless granted such in Part I and II. Lessee performing construction or other work requiring AIP compliance shall be referred to as "Contractor" herein.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By executing this Contract, the Lessee affirms that the Lessee and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Lessee shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

SECTION 5. ACCESS TO RECORDS. The Lessee must maintain an acceptable cost accounting system. The Lessee agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Lessee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Lessee agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Compliance with Nondiscrimination requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kansas City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the City of Kansas City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Lessee’s noncompliance with the non-discrimination provisions of this contract, the City of Kansas City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the City of Kansas City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the City of Kansas City to enter into any litigation to protect the interests of the City of Kansas City. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

SECTION 8. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Lessee, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Lessee.

Lessee, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Lessee.

Lessee acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP Reserved.

SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.

A. The Lessee as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. In the event of breach of any of the above Nondiscrimination covenants, City of Kansas City, Missouri will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City, Missouri, will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Kansas City, Missouri, and its assigns.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Lessee will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Lessee shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Lessee is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Lessee is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Lessee agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Lessee shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Lessee that Lessee is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Lessee, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Lessee shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Lessee in writing of any claimed violations so as to permit Lessee an opportunity to participate in any investigation or proceedings.

SECTION 13. RESERVATIONS. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee and without interference or inference.

The City reserves the right, but shall not be obligated to Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

SECTION 14. ACCOMMODATIONS. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Lessee shall insert this requirement in any agreement, contract or other document by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Lessee warrants that no person shall, on the grounds of race, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

A. BABA. Reserved.

B. Construction Materials. Reserved.

SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL. Reserved.

SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS. Reserved.

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.

SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY. Reserved.

SECTION 27. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 28. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 29. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Reserved.

SECTION 32. PROHIBITION OF SEGREGATED FACILITIES. Reserved.

SECTION 33. RECOVERED MATERIALS. Reserved.

SECTION 34. RIGHT TO INVENTIONS. Reserved.

SECTION 35. SEISMIC SAFETY. Reserved.

SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 37. TERMINATION OF CONTRACT. Reserved.

SECTION 38. VETERAN'S PREFERENCE. Reserved.

- F. **Exhibit B. Storm Water Best Management Practices**, is hereby added as of this Seventh Amendment.

Exhibit B

STORM WATER BEST MANAGEMENT PRACTICES

The Airport operates under the requirements of a National Pollutant Discharge Elimination System (NPDES) Permit issued by the Missouri Department of Natural Resources (MDNR). The NPDES Permit imposes controls that assure that the airport storm water discharges meet applicable water quality standards. NPDES controls are implemented at the airport by operation of the Airport Storm Water Pollution Prevention Plan (SWPPP). Under the terms of the Permit, the airport is responsible to the State of Missouri for all industrial and storm water discharges origination on airport property. Each tenant is responsible to the airport for contributions to the airport industrial and storm water that originate from that tenant's leased property and from the tenant's activities anywhere on airport property.

The following Best Management Practices (BMP) require conformity to NPDES Permit mandates for activities that take place on airport property. These BMP's apply to airport departments, tenants, and all individuals (persons) whose activities could contribute to industrial or storm water discharges from airport property. Airport departments and tenants are responsible for the actions of their personnel, contractors, supplies, services providers, holders of operating agreements, and all others who enter airport property under their authorization.

1. All vehicles operated on the airport shall be maintained in good condition at all times and be free of oil and gas leaks
2. Each tenant operator shall keep individual areas clean of vehicle liquid spills
3. No tenant shall permit or cause to be permitted the discharge of flammable or combustible liquids or any waste liquid containing crude petroleum or its products into or upon any, street, highway, drainage canal, ditch, storm drainage system, lake, waterway or ground.
4. Outside repairs, servicing, washing or adjustments to ground vehicles or aircraft which could cause pollutants, including but not limited to grease, oil, fuel, detergents, etc, to enter storm water systems is prohibited. The only exception, is emergency repairs to aircraft on runways, taxiways, or aprons which are necessary for safety purposes.
5. The sanitary sewer systems in Terminal buildings, hangars, and other buildings may not be used for the intentional disposal of pollutants or other potential pollutants, including, but not limited to, used motor oil, grease, oil, fuel
6. Tenants shall properly maintain fuel systems and oil water separators as to prevent discharge of petroleum contaminants to the airports storm water discharge systems.
7. Outside use of soaps, surfactants or materials that would ultimately enter the storm water and negatively impact the KCAD NPDES permit is prohibited.

8. Tenant will be responsible for initiating immediate containment of spills and immediate cleanup/remediation of releases that can or will impact storm water systems. Note: Application of oil dry on a petroleum spill without subsequent removal/disposal of oil dry from pavement does not constitute acceptable cleanup.
9. All spills, irrespective of exceeding environmental regulation reportable quantities that could or have entered the storm water systems shall be reported to KCAD immediately following initial actions taken to contain and/or cleanup the release. In the event that a release is deemed to be beyond the lessee's ability to safely address or presents an immediate hazard to life, property or impact on storm water systems the KCAD Communications Center will be notified immediately.
10. The application of Aircraft Deicing Fluid (ADF) is authorized on carrier and cargo aprons only. Any unused or out of specification ADF will be disposed of off airport to include the ADF impacted water (rinsate) from the cleaning of tanks and vehicles. Any inadvertent loss of ADF fluid that was not sprayed on an aircraft during winter operations constitutes a spill and will be cleaned up and disposed of in the same manner as a grease/oil spill.

IN WITNESS WHEREOF, this Seventh Amendment shall become effective upon execution. Except as expressly amended, the Agreement dated January 27, 2014, First Amendment dated March 31, 2014, Second Amendment dated June 1, 2014, the Third Amendment dated December 31, 2014 and the Fourth Amendment dated August 24, 2015, the Fifth Amendment dated January 1, 2019, the Sixth Amendment dated January 1, 2020, shall remain unchanged and in full force and effect.

ATS HOLDINGS, LLC

By: _____
Name: _____
Title: _____

KANSAS CITY, MISSOURI

By: _____
Melissa Cooper, AAAE
Director of Aviation

Approved as to form:

Charlotte Ferns
Assistant City Attorney