

**LAND LEASE
FOR
EVERGY SOLAR GENERATING STATION
AT
KANSAS CITY INTERNATIONAL AIRPORT**

THIS LEASE is made and entered into this ____ day of _____, 2020, between KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, ("**City**"), and Evergy Missouri West, Inc, a Delaware corporation ("**Lessee**" or "**Evergy**").

WHEREAS, City operates and maintains an international airport known as the Kansas City International Airport, located in Platte County in the State of Missouri ("**Airport**"); and

WHEREAS, Evergy desires to lease vacant land at the Airport for the installation, operation and maintenance of a solar generating station ("**Station**", as further defined below)

The parties agree as follows:

This "**Lease**" or "**Land Lease**" consists of three parts: Part I, Part II Aviation Department Standard Lease Conditions and Part III Supplemental Terms and Conditions to All Airport Agreements. These parts and any attachments or exhibits are attached hereto and incorporated herein. Acknowledgement of no objection from the Federal Aviation Administration ("**FAA**") of the plans for the Station shall be a condition precedent to the effectiveness of this Lease. City shall cooperate with Evergy, at no cost to City, with filing and fulfilling any and all FAA or other governmental requirements.

PART I

**ARTICLE I
PREMISES & TERM**

Sec 1.1. Leased Premises. The City hereby leases to Lessee, and Lessee leases from the City, the "**Premises**" or "**Leased Premises**". The Leased Premises location shall be substantially as shown in Exhibit A. Lessee shall obtain a survey of the Leased Premises, prior to the commencement of this Lease, at Lessee's expense. Exhibit A – Leased Premises shall reflect such survey and be incorporated herein. City expressly reserves from the Land all oil, gas, and other mineral rights, air rights, and water rights. Evergy, its agents and employees, shall have a non-exclusive right of ingress to and egress from the Leased Premises.

Sec. 1.2. Term of Lease.

- A. Term. This Lease will begin on the **Commencement Date** and last for a term of Twenty Five (25) years after the Commencement Date. The "**Commencement Date**" is the date that construction on the Station begins. Lessee may notify City in writing of the date that construction began, but failure to notify shall not alter the validity of this Lease. Such construction shall begin no later than two (2) years following authorization to execute this Land Lease specified by the City of Kansas City, Missouri City Council. If construction on the Station is not initiated within this two (2) year period, this Land Lease shall be null and void.
- B. Extension of Term. This Lease shall automatically be extended for additional terms of Two (2) years each unless either party terminates it at the end of the then current term

by giving the other party written notice of the intent to terminate at least Two (2) years prior to the end of any term.

Sec. 1.3. Use of Premises. "Station" shall mean the solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, and utility interconnections installed by Evergy on the Leased Premises. "Station" shall also include all signage deemed appropriate by Evergy informing the public of the existence of the Station, and promoting renewable energy. Such signage is subject to City approval, which approval shall not be unreasonably withheld, conditioned or delayed. Evergy shall have the right to construct upon and use the Leased Premises solely for the installation and operation of the Station and related purposes. Evergy shall also have the right to store Evergy's inventory of spare parts for the operation and maintenance of the Station.

Sec. 1.4. Solar Subscription Participation Agreement. It is the City's intention to execute a separate Solar Subscription Participation Agreement with Evergy in order for the City to directly purchase solar energy produced within the Leased Premises to offset energy consumed by the Airport. Such Subscription Level shall be no lower than 25% of the solar energy produced within the Leased Premises.

ARTICLE II RENT

Sec. 2.1. Rents, Fees and Charges.

- A. Rent. Evergy shall pay rent to City in the amount of Eight Hundred Fifty Dollars (\$850.00) per year per acre of Leased Premises ("**Rent**"), beginning on the Commencement Date. Rent will automatically increase by Two Percent (2%) over the previous year's rent on January 1st of each year. Partial years and partial acres shall be prorated. Payment of Rent shall be made annually on or before December 31 of each year for the upcoming year, beginning the year of the Commencement Date. The first year (or prorated year) payment shall be made to City within thirty (30) days following the Commencement Date.
- B. Additional Rent. In addition to Rent, Lessee agrees to pay as additional rent any sums which may become due by reason of failure of Lessee to comply with any covenants of this Lease and all damages, costs and expense which City may incur because of any default of Lessee or failure to perform and any damages caused to the Premises by any act or negligence of Lessee, its officers, employees, agents and invitees.
- C. Method of Payment. The payments will be made in legal tender of the United States and mailed to the Aviation Department P.O. Box 844124, Kansas City, Missouri 64184-4124, payable to "City Treasurer". A service charge of one and one-half percent (1½%) per month shall automatically accrue to all payments made after the due date.
- D. Net Lease. It is the purpose and intent of the City and Lessee that this is a net lease and that from and after the Commencement Date, the Rent shall, except as herein otherwise provided, be absolutely net to City, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and/or the operation of Lessee's business in connection therewith, except as herein otherwise provided, which may arise or become due during the term hereof, shall be paid by Lessee.

ARTICLE III
REPAIRS AND MAINTENANCE OF PREMISES

Sec. 3.1. Repairs. The cost of maintenance, care, upgrades and any necessary replacement of the Station shall be borne by Evergy. Evergy agrees, at its expense and without cost or expense to City, during the Term hereof that:

- A. Evergy shall keep the Station in good order and condition and will make all necessary and appropriate repairs and replacements thereof promptly and in a good and workmanlike fashion without diminishing the original quality of such improvements;
- B. Evergy shall not permit rubbish, debris, waste materials or anything unsightly (including any inventory) or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Leased Premises or to be disposed of improperly. In the event that Evergy constructs publically accessible sidewalks, curbs, walkways, parking facilities or any like substances within the Premises, such improvements shall be kept in a clean and orderly condition, free from dirt, rubbish, snow and ice.

Sec. 3.2. Utility Services. Utility services required by Lessee during the Lease term for the Premises must be obtained and maintained by Lessee at its own expense. Lessee may install and construct necessary utility lines or mains across reasonable routes as the City may designate. Any change in, deletion of, or addition to such lines and mains shall be at the sole cost and expense of Lessee.

ARTICLE IV
DAMAGE, DESTRUCTION, RESTORATION OF PREMISES

Sec. 4.1. Damage or Destruction and Restoration. If the Station or any portion thereof is destroyed or damaged by fire, the elements or such other cataclysmic event, Evergy shall promptly remove all debris resulting from such damage to the Station and at its sole discretion, may repair and/or reconstruct the Station with due diligence, at its sole cost and expense, in accordance with the plans and specifications for the Leased Premises as they existed prior to such damage or in accordance with the current needs of Evergy.

ARTICLE V
INSURANCE

Sec. 5.1. Evergy's Insurance. Evergy shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this Article V. In the event that additional insurance, not specified herein, is required during the term of this Lease, Evergy shall supply such insurance at City's cost.

- A. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - (1) Severability of Interests Coverage applying to Additional Insureds
 - (2) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - (3) No Contractual Liability Limitation Endorsement.
 - (4) Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

B. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of: Workers' Compensation Statutory Employers Liability

\$100,000 accident with limits of \$500,000 disease-policy limit and \$100,000 disease-each employee.

C. Commercial Automobile Liability Insurance with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. Coverage shall be provided on an "any auto" basis. In the event Contractor does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Lease by Evergy.

D. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

E. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Lease. Evergy shall provide to City at execution of this Lease a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

G. Evergy's failure to maintain the required insurance coverage will not relieve Evergy of its contractual obligation to indemnify the City pursuant to this Lease. If the coverage afforded is canceled or changed or its renewal is refused, Evergy shall give at least thirty (30) days prior written notice to City. In the event of Evergy's failure to maintain the required insurance in effect, City may order Evergy to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Lease as provided for herein and by law.

H. In no event shall the language in this Article constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

I. Full Replacement Cost Insurance on all of the improvements on the Premises (now or hereafter existing) or used in connection therewith against any loss or damage by fire, flood, earthquake and other or any casualties or peril, and all other perils as are included within what is commonly known as "all risk coverage" for any improvements on the Premises with full replacement cost insurance, in amounts sufficient to prevent City from being or becoming a co-insurer within the terms of the policy or policies in question and in no event less than the full replacement cost value thereof, exclusive of the cost of foundations, excavations, and footings below the lowest basement floor, and without any deduction being made for depreciation. The replacement cost value shall be determined from time to time, but not more frequently than once in any 12 consecutive calendar months at the request of City, by an appraiser, architect and/or contractor. All property insurance proceeds shall promptly be deposited with the City.

J. Without in any way limiting Evergy's indemnification obligations as set forth in this Lease, Evergy shall have the right to comply with and satisfy any or all of its insurance

obligations under this Lease by notifying City of Evergy's election to be self-insured as to the applicable insurance coverage in lieu of actually obtaining the applicable insurance policy(ies).

Sec. 5.3. Additional Insured. Evergy, its parent, affiliates, sister entities, officers, directors, employees, agents, subsidiaries, joint owners and assigns must be included as an additional insured with respect to the City's acts, omissions, services, products or operations, whether in whole or in part, under the General Liability (including products/completed operations), Automobile Liability and Excess/Umbrella Liability policies provided to Evergy.

Sec. 5.4. City's Insurance Primary. City's insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Evergy. The policies will be so endorsed to be primary with respect to this contract. General Liability and Umbrella/Excess Liability policies must not contain any Cross-Liability Exclusion Endorsements. Any deductibles or self-insured retentions carried by City are the sole responsibility of City and must be declared on certificates of insurance. The primary and umbrella excess policies can be combined to meet required policy limits. City's (or City's subcontractor's) failure to comply with the insurance requirements shall not limit City's liability or impact their indemnification obligations.

Sec. 5.5. Insurance: Other. Except for damages caused by the negligence of Evergy, City shall retain the risk of loss for any damage whatsoever to their own equipment, stationary or mobile, tools, supplies, materials, automobiles and vehicles, highway or otherwise, cranes and hoists or any other property owned or leased, including employee tools. If separate insurance is maintained for any property described in this section, it shall contain a waiver of subrogation on the part of the insurance company in favor of Evergy. If City or City's subcontractors choose to self-insure any of the property described under this section, EVERGY shall be held harmless for any loss or damage to the property while on site.

Sec. 5.6. Waiver of Subrogation. To the extent damages are covered by the insurance set forth in Section 23 above, City waives and shall require waivers of all rights of subrogation against Evergy and its agents, officers, directors and employees for the recovery of damages.

Sec. 5.7. Evidence of Insurance. Prior to the provision of Goods or Services, or upon request, City shall furnish Evergy with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Evergy's failure to review, or City's failure to provide, accurate evidence of insurance shall not be a waiver of City's obligation to comply with the requirements of these sections.

Sec. 5.8. Notice of Cancellation or Non-Renewal. City shall provide thirty (30) days written notice to EVERGY in the event of cancellation or non-renewal of the policies.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Sec. 6.1. Notices. Except as herein otherwise expressly provided, all notices required by this Lease shall be in writing sent regular U.S. mail, postage prepaid; commercial overnight courier; to the following:

City: Kansas City International Airport
Properties & Commercial Development
601 Brasilia Avenue
Kansas City, Missouri 64153

Phone: 816-243-3020

Lessee: Evergy Missouri West, Inc
Attn: Kim Winslow, Sr. Director, Energy Solutions
1200 Main Street
Kansas City, MO 64105

with a copy to:

Evergy, Inc.
Attn: Legal Department
PO Box 418679
Kansas City, MO 64141-9679

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the third day from the date such notice is mailed to Evergy or the Director of Aviation.

All notices are effective on the date of mailing in the U.S. mail, deposit with an overnight courier.

Sec. 6.2. Termination and Relocation. Upon termination of this Land Lease, Evergy, at its sole cost, shall remove the Station from the Leased Premises within ninety (90) days of such termination, and within one hundred eighty (180) days shall return the site to its original condition prior to the Station being constructed. Evergy may terminate this Lease in the event that unforeseen circumstances, including site or regulatory issues, prevent the construction or operation of the Station. City may require the relocation of solar panels in the event City deems it necessary in order to accommodate unforeseeable future development. If City so requires any relocation or removal of a portion of or the entirety of the Station, City will provide suitable and reasonable replacement land. Any costs associated with such relocation or removal of the Station at the City's request shall be borne equally by City and Evergy.

Sec. 6.3. City represents to Evergy that it has legal title to the Premises and that there are no circumstances, at the execution of this Lease, known to City and no existing leases and no commitments to third parties that may damage, impair, or otherwise adversely affect or interfere with the Station or its function by blocking the Station's insolation and access to sunlight; furthermore, City covenants that City shall not cause or permit any such interference with the Station's insolation and access to sunlight.

Sec. 6.4. Nothing in this Lease shall be construed to mean or imply that Evergy is a partner, joint venturer, agent or representative of, or otherwise associated with, City. Neither City nor Evergy shall represent to others that one party is a partner, joint venturer, agent or representative of, or otherwise associated with, the other party. City and Evergy may market and promote the fact that the parties are working together to produce sustainable energy.

Sec. 6.5. Priorities. In the event that any of the terms and conditions in Part I, Part II and Part III of this Lease conflicts, interpretation of this Lease shall be according to the following priority, except as mandated by law, including City Ordinances.

1. Part I
2. Part II
3. Part III

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Lease the day and year first above written.

Evergy Missouri West, Inc, a Delaware corporation

By: _____

Charles A. Caisley
Sr. Vice Pres., Marketing & Public Affairs
Chief Customer Officer

Date: _____

KANSAS CITY, MISSOURI

By: _____

Pat Klein
Director of Aviation

Approved as to form:

Assistant City Attorney

Part II

**AVIATION DEPARTMENT STANDARD
LEASE CONDITIONS**

I. Definitions.

A. “*Airport*” means Kansas City International Airport.

B. “*Code*” means Kansas City, Missouri Code of General Ordinances.

C. “*Director*” means Kansas City, Missouri Director of Aviation.

II. Premises Use and Ownership.

A. Use. The Premises will be used by Lessee only for the purposes set forth in the Lease.

B. Signs. Upon termination, cancellation of or expiration of the Lease, Lessee at its costs will remove, obliterate or paint out, any and all of its signs, advertising and displays as the Director may reasonably direct and restore the Premises to its original condition.

C. Permits/Licenses. Lessee will obtain, maintain and pay for all other licenses and permits necessary or required by law for the conduct of its business and operations. If all such licenses and permits have not been obtained within two years of the commencement of this Lease Everyg may, at its option, cancel this Lease.

D. City’s Right of Entry. City shall have the right to enter upon the Premises at all reasonable times to inspect the Premises; to observe the performance by Lessee of its obligations under the lease or for doing any act or thing which City may be obligated or have the right to do under the Lease; to perform maintenance and make repairs in any case where Lessee is obligated, however, but has failed to do so, after City has given Lessee reasonable notice so to do (in which event, Lessee shall reimburse City for the reasonable cost thereof promptly upon demand); or otherwise. No abatement of fees and charges shall be

claimed by or allowed to Lessee by reason of the exercise of such right. City shall provide reasonable advance notice to Lessee that an inspection or observation is planned or in progress so that in all cases of access (except for emergency purposes only), City personnel shall be accompanied by Everyg personnel.

E. City’s Exclusive Rights in Premises. City reserves exclusive rights to the following; provided, however that the City’s use or exercise of those rights will not unreasonably interfere with Lessee’s use of the Premises:

1. All gas, oil and minerals in and under the soil on the Premises;
2. All cemeteries, archeological findings and other historical sites on the Premises. City shall make all decisions as to the preservation, use or relocation of those findings or sites.

III. Repair & Maintenance of Premises.

A. Provisions Applicable to All Leases.

1. Lessee will keep the Premises and all improvements thereon in good repair and in a clean and orderly condition and appearance, all papers and debris picked up, and the areas immediately adjacent to the exits and entrances clean and orderly and free of obstructions. Lessee will not do or suffer any material waste or damage, disfigurement or injury to the Premises or any part thereof.
2. City reserves the right but shall not be obligated to Lessee to maintain and keep in repair all of the common areas of the Airport.
3. Lessee, at its sole cost and expense, shall take good care of the Premises and all improvements thereto and additions thereon or thereto, and shall keep the same in good order and condition, except for reasonable wear and tear after the necessary repair, replacement, restoration

or renewal by Lessee pursuant to its obligations hereunder

IV. Assignment, Sublease & Encumbrances.

A. No Right to Assign, Sublease, and Encumber. Lessee has no right to assign, sublet, mortgage, encumber or otherwise affect this Lease or any interest therein, without the prior written consent of City in its sole and absolute discretion, except that this Lease may be encumbered by Evergy's trust indentures.

B. City Consent. Except as otherwise provided by this Lease, City shall not be obligated to consent to a sublease or assignment. In the event of any proposed sublease or assignment, Lessee, not less than 30 days prior to the proposed effective date of such action, shall give notice to the City which includes the name, address and telephone number of the proposed assignee or sublessee and a fully executed original set of any and all documents being used to effect the proposed actions in a form acceptable to the City. All documents will clearly set forth that the sublease or assignment and assumption actions are subject to and conditioned upon the City's consenting thereto in writing. Any assignee or sublessee must have assumed all obligations of Lessee under this Lease and shall have specifically agreed to perform and observe the covenants and conditions contained in this Lease on Lessee's part to be performed and observed.

C. Transfer by Operation of Law. Any assignment or transfer of the lease by operation of law or any issuance, sale or transfer of a sufficient number of shares of stock in Lessee to result in a change in control of Lessee shall be deemed an assignment of this Lease for purposes of this section; provided, however, that nothing in this section shall be deemed to require such consent solely as a result of issuance, transfer or sale of shares among the existing stockholders of Lessee; transfer of shares by devise or descent upon the death of any existing stockholder; merger of

Lessee into any parent or subsidiary corporation of Lessee or sale of all of Lessee's stock to any such parent or subsidiary corporation. No consent by City shall be required for any transfer in connection with a merger or consolidation of Evergy, or in connection with the sale of substantially all of the Missouri assets of Evergy.

V. Defaults & Remedies.

A. Lessee Defaults. Each of the following will constitute a default by Lessee hereunder:

1. Lessee's failure to pay when due any rent, charges or any other payments of money required to be paid by Lessee hereunder;
2. Lessee's failing to perform or violation of any provision, covenant or condition of this Lease (other than payment of money) within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, Lessee's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;
3. Use of the Premises for anything other than the use specified in the Lease;
4. Lessee vacates, abandons or deserts the Premises or fails to occupy the Premises for more than thirty (30) consecutive days;
5. The attempted assignment or assumption of this Lease by anyone without the prior written consent of City, except as may be otherwise permitted by this Lease;
6. The suspension or revocation of any act, power, license, permit or authority that prevents Lessee from fully complying with all of the rights and obligations hereunder for any period;

Aug 4, 2020

7. The filing by the Lessee or its assignee or sublessee of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Lessee's assets; or the adjudication of the Lessee or its assignee or sublessee as a bankrupt pursuant to any involuntary bankruptcy proceedings; or the taking, by a court of competent jurisdiction of Lessee's or its assignee's or sublessee's, assets pursuant to proceedings brought under the provisions of any federal reorganization act; or the appointment of a receiver or trustee of the Lessee's or its assignee's or sublessee's assets by a court of competent jurisdiction or a voluntary agreement with Lessee's creditors;

8. The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will interfere with its operations under the Lease, and which is not enjoined, vacated, dismissed or set aside within a period of 30 days.

B City Defaults. Each of the following will constitute a default by City hereunder:

1. Except as provided in Section V.B.2 hereof, City's failing to perform or violation of any provision, covenant or condition of this Lease within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, City's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;

2. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such manner as to materially restrict Lessee from operating thereon for a period of at least thirty (30) days.

C. City's Remedies. Upon default by Lessee of this Lease, City may do any one or more of the following:

1. Terminate the Lease upon thirty (30) days written notice to Lessee;

2. Re-enter the Premises and every part thereof on the effective date of termination of the Lease without further notice of any kind, remove any and all persons therefrom and regain and resume possession either with or without the institution of summary or legal proceedings. Such re-entry, however, shall not in any manner affect, alter or diminish any of the obligations of Lessee under the Lease;

3. Upon termination of the Lease or upon re-entry, regaining or resumption of possession of the Premises, occupy the Premises and have the right in the name of the City to relet and permit any person, firm or corporation to enter the Premises and use the same for such term and on such conditions as City may determine; and

4. Perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform and of which City have given Lessee notice, the cost of which performance by City, together with interest thereon from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Lessee to City upon demand. Notwithstanding the provisions of this clause and regardless of whether a default shall have occurred, city may exercise the remedy described in this clause without any notice to Lessee if City, in it good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Lessee constitutes an emergency; and

5. Any other remedy that City may have under law or equity.

D. Lessee Remedies. Upon default by City of this Lease, Lessee may, at its option, cancel the Lease in its entirety after 30 days prior written notice to the City, or pursue any remedy and damages available at law or in equity.

VI. Termination of Lease.

A. No Notice to Quit Possession. No notice to quit possession at the expiration date of the term of this Lease shall be necessary. Lessee agrees that at the expiration date of the term of this Lease, or at the earlier termination thereof, it shall peaceably surrender possession of the Premises in good condition, reasonable wear and tear and acts of God excepted. City shall have the right to re-enter and take possession of the Premises at that time in accordance with process of law.

B. Holding Over. Should Lessee hold over the use of or continue to occupy the Premises or any part thereof after the termination of the letting, the holding over shall be deemed merely a tenancy from month to month upon a monthly rental in an amount equal to the rate existing at the end of the Lease term (subject, however, to increases as provided in this Lease).

C. Waiver. No acceptance by City of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City to cancel or terminate this Lease on account of such default. No waiver by City at any time of any default by Lessee shall be or be construed to be a waiver at any time thereafter by City of any other or subsequent default in performance of any terms, conditions, covenants and no notice by City shall be required to restore or revive time as of the essence hereof after waiver by City of default in one or more instances.

D. Waiver of Redemption and Damages.

Lessee hereby waives any and all rights or redemption granted by or under any present or future law or statute arising in the event it is lawfully evicted or dispossessed for any cause or in the event City obtains or retains possession of the Premises in any lawful manner.

E. Termination from Taking. If during the term of this Lease there shall be a taking of the whole or substantially all of the Premises by eminent domain, this Lease shall terminate and expire on the date of such taking and the rent payable hereunder shall be equitable apportioned and paid to the date of such taking. "Substantially all of the Premises" shall be deemed to have been taken if the untaken part of the premises shall be insufficient for the economic and feasible continued operation of the Lessee's business in connection therewith.

F. Personal Property not Removed. Any personal property of Lessee which shall remain in or on the Premises one hundred eighty (180) days after the termination of this Lease may, at the option of City, be deemed to have been abandoned by Lessee and either may be retained by City as its property or be disposed of, without accountability, in such manner as City may see fit, or if City shall give written notice to Lessee to such effect, such property shall be immediately removed by Lessee at Lessee's sole cost and expense.

VII. Quiet Enjoyment.

Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term demised without hindrance or interruption by City or any other person or persons lawfully or equitable claiming, by, through or under the City, subject, nevertheless, to the terms and conditions of the lease.

VIII. Environmental Requirements.

A. Lessee hereby covenants and agrees to comply in all material respects with all applicable Environmental Laws and Regulations in connection with its use and occupancy of the Premises, or its operations of the facilities. For purposes of this Lease, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all Missouri State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

B. Review of Environmental Documents. Lessee, at request of City, shall make available for inspection and copying upon

reasonable notice and at reasonable times, any or all of the documents and materials Lessee has prepared pursuant to any environmental law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or environmental laws and are pertinent to the Airport or the Premises. If any environmental law requires Lessee to file any notice or report of a release or threatened release of Hazardous Materials on under or about the Premises or the Airport, Lessee shall provide a copy of such report or notice to City and, to the extent practicable and allowable under the law, shall receive the approval of City prior to submitting such notice or report to the appropriate governmental agency.

C. Access for Environmental Inspection. City shall have access to the Premises to inspect the same in order to confirm Lessee is using the Premises in accordance with all of environmental laws. Any environmental tests relating to the Premises shall be conducted by qualified independent experts. Lessee shall provide copies of reports from any environmental testing to City upon receipt.

D. Environmental Noncompliance. If Lessee fails to comply with any applicable environmental laws, City, in addition to its rights and remedies provided elsewhere within this Agreement, may enter the Premises and take all reasonable and necessary measures, at Lessee's expense, to insure compliance with environmental laws.

E. Hazardous Materials. Lessee shall submit to City all Safety Data Sheets (formerly known as MSDS) for any hazardous materials to be stored on the Premises.

F. Duty to Notify City. In the event of a release or threatened release of Hazardous Materials or other contaminants into the environment relating to or arising out of Lessee's use or occupancy of the Premises

or in the event any claim, demand, action or notice is made against Lessee regarding Lessee's failure or alleged failure to comply with any environmental laws, Lessee shall notify City, in writing, and shall provide City with copies of any written claims, demands, notices, or actions so made.

G. Environmental Remediation. Lessee shall undertake such steps to remedy and remove any Hazardous Materials and any other environmental contamination that arises out of Lessee's use of the Premises that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the contaminated Premises into compliance with all environmental laws. Such work shall be performed at Lessee's sole expense, after Lessee submits to City a written plan for completing such work and receives the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. Lessee shall pay the reasonable cost of such review and inspection. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable environmental laws.

H. National Emission Standards for Hazardous Air Pollutants. Lessee warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair work performed pursuant to this Lease shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants ("**NESHAP**"), 40 C.F.R. 61.145.

I. Duty to Correct Hazardous or Potentially Hazardous Conditions. If City reasonably determines that a condition of the Premises or other City property caused as a result of Lessee's use of the Premises is hazardous or potentially hazardous to persons or property, it may direct Lessee, in writing, to correct the condition, and Lessee, at its expense, shall promptly comply with such

directive.

J. Environmental Indemnification. In addition to any indemnification set forth herein, Lessee hereby indemnifies and agrees to defend and hold harmless City, its agents, partners, officers, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("**Claims**") arising from or attributable to (i) the presence due to Lessee's handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials ("**Management**") at the Airport or the subsurface thereof or the violation of any environmental laws due to Lessee's Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to Lessee's Management at the Airport or violation of any environmental laws), or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Section. Lessee's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof.

K. Definitions. For purposes of this Part II, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce or constituent as defined in any

environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-produce material and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, Mo.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

IX. General Indemnification.

A. For purposes of this Section IX only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
2. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Lessee's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Lessee is required to procure and maintain under this Lease.

C. Each of the City and Evergy agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (each, an "Indemnified Person"), from and against all Claims and liabilities (including reasonable attorneys'

and fees court costs) asserted by a third party against an Indemnified Person caused by or arising out of (i) such indemnifying party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such indemnifying party's negligent or willful acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Claim or liability.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

X. Insurance.

A. Evergy shall maintain in effect throughout the duration of this Lease its self insurance program.

B. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

C. Self Insurance. Without in any way limiting Evergy's indemnification obligations as set forth in this Lease, Evergy shall have the right to comply with and satisfy any or all of its insurance obligations under this Lease by notifying City of Evergy's election to be self-insured as to the applicable insurance coverage in lieu of actually obtaining the applicable insurance policy(ies).

XI. Improvements and Modifications.

A. Tenant Modification Agreement. After the initial construction of the Station,

no additional improvements, structures, facilities, alterations or additions to the Premises will be made by Lessee without prior written approval of the Director. This approval shall be in the form of a separate Tenant Modification Agreement through the Aviation Department's Engineering Division signed by City and Lessee. The Tenant Modification Agreement may have requirements for payment and performance bonds, prevailing wage, Minority/Women's Business Enterprise participation, and Federal Aviation Administration review, among other conditions.

B. Mechanic's/Materialman's Liens. Lessee will not permit any mechanic's or materialman's or any other lien to be placed upon the Premises or the leasehold, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.

C. Removal of Fixtures. Every will remove any fixtures or improvements within one hundred eighty (180) days of the termination of this Lease, at its expense, and will restore the Premises to its original condition prior to installation of the fixtures or improvements.

XII. City Requirements.

A. Gratuities and Kickbacks. The provisions of City's Code Section 2-1765, prohibiting gratuities to City employees, and kickbacks by subcontractors, and Code Section 2-1770 and 2-1771, imposing sanctions for violations, shall apply to this Lease. (Code § 2-1765)

1. Gratuities. Lessee certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

2. Kickbacks. Lessee certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Lessee or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

B. Conflicts of Interest. The provisions of City Charter Section 472 and City's Code Sections 2-1015 and 2-1764, prohibiting city officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-1016 and 2-1770, imposing sanctions for violations, shall apply to this Lease. Lessee certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Lease, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Lessee in this Lease.

C. Prohibition Against Contingent Fees. The provisions of City's Code Section 2-1766, prohibiting the retention of persons to solicit contracts for contingent fees, and Sections 2-1770 and 2-1771, imposing sanctions for violations, shall apply to this Lease. Lessee certifies that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this Lease without liability or, at its discretion, to deduct from the Lease price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage or contingent fee. (Code § 2-1766)

D. Earnings Tax/Occupational License Clearance. Lessee shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.

XIII. Miscellaneous Provisions.

A. Headings; Construction of Lease. The headings of each section of this Lease are for reference only. Unless the context of this Lease clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

B. Merger. This Lease, including any referenced Attachments or Exhibits, constitutes the entire agreement between City and Lessee with respect to this subject matter, and supersedes all prior agreements between City and Lessee with respect to this subject matter, except as provided in Part I of this Lease, and any such prior agreement shall be void and of no further force or effect as of the date of this Lease.

C. Governing Law. This Lease shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Evergy: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation in state or federal courts located in Jackson County, Missouri.

D. Americans with Disabilities Act. Lessee agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR Parts 35 and 36 and 29 CFR Part 1630, as applicable and as amended from time to time.

E. Rights & Remedies Cumulative. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may have exercised any remedy without terminating this Lease shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

F. Modification.

1. Unless stated otherwise in this Lease, no provision of this Lease may be waived, modified or amended except by written amendment signed by City and Lessee.

2. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Lease, shall affect or modify any term or terminology of this Lease and any such act, conversation or communication shall not be binding upon City or Lessee.

G. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds the valid provisions of this Lease are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Lease could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Aug 4, 2020

H. Binding Effect. This Lease shall be binding upon City and Lessee and their successors in interest.

I. Representations and Warranties. City and Lessee each certify that it has the power and authority to execute and deliver this and to perform this Lease in accordance with its terms.

J. Compliance With Laws. Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to this Lease. 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.

K. Force Majeure. Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, action of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

L. Interpretation. The language of this Lease shall be construed according to its fair meaning, and not strictly for or against either City or Lessee.

M. No Personal Liability. No councilman, director, officer, employee or other agent of either party shall be personally liable under or in connection with this Lease.

N. Time of the Essence. Time is of the essence of this Lease.

O. Affirmative Action. If applicable, Lessee shall establish and maintain for the term of this Lease an Affirmative Action Program in

accordance with the provisions of Chapter 3 of the City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 3 of the City's Code, then such failure shall be deemed a total breach of this Lease and this Lease may be terminated, canceled or suspended, in whole or in part, and Lessee may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Lease.

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

XIV. Assurances.

A. Lessee warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Lessee to the general public.

B. As part of the consideration of this Lease, Lessee does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and

2. In the construction of any improvements on, over or under the Premises, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. The foregoing discrimination covenants are a material part of this Lease and for breach thereof the City shall have the right to terminate this Lease and to reenter and repossess the Premises and facilities thereon. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

D. Lessee agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person

will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee further agrees that it will require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

E. The City reserves the right, but is in no way obligated to Lessee, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Lessee, and without interference or hindrance from Lessee.

F. The City reserves the right, but is in no way 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.

G. Lessee acknowledges that this Lease is subordinate to any existing agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

H. This Lease is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

I. Lessee agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Lessee covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the

Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Lessee.

J. Lessee, by accepting this Lease, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Lessee/Contractor. In the event of any such entry, City shall provide Evergy with immediate telephone and email notice.

K. Lessee acknowledges that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

L. This Lease and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

XV. 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, 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.

XVI. Immigration Reform and Control Act of 1986.

Lessee understands and acknowledges the applicability of the IRCA to it. Lessee agrees to comply with the provisions of IRCA as it applies to its activities under this Lease and to permit the City to inspect its personnel records to verify such compliance.

XVII. Disadvantaged Business Enterprise Requirements.

To the extent that this Lease is covered by 49 CFR Part 23, Subpart F, Lessee agrees that this Lease/Contract/Agreement is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Lease covered by 49 CFR Part 23, Subpart F.

Lessee agrees to include the foregoing statement in any subsequent lease, contract or agreement relating to the Premises that it enters and cause those businesses to similarly include said statement in further agreements.

XVIII. Restricted Areas/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. City has adopted a Security Plan for the Airport approved by the TSA pursuant to DOT TSA CFR 49 1542. Lessee agrees to be bound by and follow 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 Lease unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Lessee, its officer, employees,

invitees or lessees 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 reasonable 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.

XIX. General Civil Rights Provisions.

Lessee agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Lessee from the bid/RFP solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

XX. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.

2. Non-discrimination: Lessee, with regard to the work performed by it during the term of this Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor 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 contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: 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 reasonably be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of Lessee/ is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

obtain interpreters of many different languages.

5. Sanctions for Noncompliance: In the event of Lessee's noncompliance with the Non-discrimination provisions of this Lease, the City will impose such contract sanctions as it or the Federal Aviation Administration may reasonably 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: Lessee will include the provisions of paragraphs one through seven of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may reasonably direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

7. For persons with Limited English Proficiency ("**LEP**"), please contact KCI Airport's Airport Communications Center ("**ACC**") at 816-243-4000 for help to

**EXHIBIT A
LEASED PREMISES**



(Insert Survey)

This Exhibit may be amended between the Director of Aviation and Lessee without further Council approval.