

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 03
	TO LEASE NO. GS-06P-LKS41032
LEASE AMENDMENT	
ADDRESS OF PREMISES Wichita Dwight D. Eisenhower National Airport 2277 Eisenhower Airport Parkway Wichita, Kansas 67209-1958	PDN Number: PS0036916

THIS AMENDMENT is made and entered into between The Wichita Airport Authority

whose address is: 2173 South Air Cargo Road
Wichita, Kansas 67209-1958

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the Notice To Proceed with construction for the Block B space, to establish the amount, interest rate and repayment terms of the Tenant Improvement Allowance, to modify the firm term period of the Lease and to provide invoicing instructions for the lump sum build out costs.

Exhibits A through C of this Lease Amendment are in addition too, and not in replacement of the Exhibits of the original Lease or Lease Amendments 01 and 02, which remain in effect, except as expressly amended here.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 23, 2016 as follows:

- The total amount of Tenant Improvements is \$1,247,104.32 per the Lessor's price proposal attached as Exhibit A. This price proposal is based on the Government's Scope of Work (SOW) which is captured within the project manual for the *Eisenhower National Airport - [REDACTED] Build-Out Terminal Building City of Wichita Project Number 474006 HNTB Project Number 34912* dated 06/28/2016 attached as Exhibit B and the [REDACTED] Block B floor plan attached as Exhibit C.

The Tenant Improvement Allowance of \$246,364.84 will be amortized at a rate of 1.5% per annum over the remaining firm term of the Lease after substantial completion of the Block B space.

This Lease Amendment contains 2 pages and the attached Exhibits A through C.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

[REDACTED SIGNATURE]

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Entity Name: The Wichita Airport Authority
Date: 12-8-16

FOR THE GOVERNMENT:

[REDACTED SIGNATURE]

Signature: [REDACTED]
Name: Jose [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 4/12/17



WITNESSES:

[REDACTED SIGNATURE]

Signature: [REDACTED]
Name: [REDACTED]
Title: City Clerk
Date: 12-8-16

WITNESSES FOR THE LESSOR BY:

[REDACTED SIGNATURE]

Signature: [REDACTED]
Name: Victor D. White A.A.L.
Title: Director of Airports
Date: 12/13/16

Approved as to form this 11-22-16

[REDACTED SIGNATURE]

The balance of \$1,000,739.48 will be paid by lump sum in accordance with Paragraph 3 below.

Any changes which result in a financial change to the Lease agreement, of any type, must be approved in writing by the GSA Lease Contracting Officer.

2. Paragraph 3 of Lease Amendment 2 is deleted in its entirety and replaced with the following:

B. The Government may terminate this Lease, in whole or in part, at any time effective after **July 15, 2020**, by providing not less than **90 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

3. Lump Sum Payment:

Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer, and submission of a proper invoice, the Government agrees to compensate the Lessor in the amount of \$1,000,739.48 in a lump sum payment.

Payment is contingent upon receipt of a proper invoice, which shall include:

- **PDN # PS0036916**
- Name of the Lessor as shown on the Lease and invoice date
- Lease contract number (GS-06P-LKS41032), Lease Amendment 03, building address, and a description, price, and quantity of the items delivered.
- Name, title, phone number, and mailing address of the person to be notified in the event of a defective invoice.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

To invoice electronically for the lump sum payment please visit finance.gsa.gov. To invoice by mail please follow the instructions below.

The original invoice is to be sent to:

GSA, FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice is to be sent to:

Two Pershing Square
General Services Administration
Attn: Nick Freeman
2300 Main Street
Kansas City, MO 64108

4. The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

INITIALS: *IBN* & *JK*
LESSOR & GOVT