

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 1

TO LEASE NO.

GS-06P-30004

ADDRESS OF PREMISES

2nd Level of the Wichita Regional Airport, Wichita, KS

THIS AGREEMENT, made and entered into this date by and between

whose address is Wichita Airport Authority
2173 Air Cargo Road
Wichita, KS 67209

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 15, 2004, as follows:

The purpose of this Supplemental Lease Agreement (SLA) Number 1 is to reconcile the term of the lease, the annual rental rate, the amortized tenant improvement costs, and reduce the parking from ten (10) spaces to zero.

1. Paragraph 2 of the subject lease is hereby amended as follows:

“TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 15, 2004 through January 14, 2009 subject to termination and renewal rights as may be hereinafter set forth.”

(See Sheet 2A, attached)

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 above date.

LESSOR **Wichita Airport Authority**

BY _____
(Signature)

IN PRESENCE OF

(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA **General Services Administration**

**Public Building Service
West Service Center
Contracting Officer**

BY _____
(Signature)

(Official Title)

2. Paragraph 3 of the subject lease is hereby amended as follows:

“The Government shall pay the Lessor rent in arrears, as follows:

For years 1-3, January 15, 2004-January 14, 2007; Annual Rent \$467,267.34/\$38,522.28 monthly (\$42.72 prsf/\$53.59 puf)

For years 4-5, January 15, 2007-January 14, 2009; Annual Rent \$346,851.48/\$28,904.29 monthly (\$32.06 prsf/\$40.21 puf)

Rent is subject to CPI escalations in accordance with Paragraph 3.4 of the lease.

The ten (10) on-site parking spaces from the original lease contract is deleted effective January 15, 2004. For the purposes of this lease, no further rent shall accrue for parking.”

3. Paragraph 4 of the subject lease is hereby amended as follows:

“Both parties may terminate this lease, in whole or in part, at any time on or after January 14, 2007 by either party giving the other party at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.”

4. Paragraph 7(C) pertaining to on-site parking is hereby deleted in its entirety.

5. Paragraph 14 is hereby amended in part as follows:

“.....The rental rate documented in Paragraph 3 of the lease, as amended above, is calculated utilizing a tenant improvement allowance reconciled at \$305,803.93 per Wichita Airport Authority letter dated April 21, 2004. The tenant improvement allowance shall be amortized over the 3 year firm term period of the lease contract at an interest rate of 8.27% per year (\$10.67 per rentable square foot per year).”

INITIALS: _____ & _____
Lessor Government

SHEET 2A
SLA #1
GS-06P-30004