

LEASE NO. GS-06P-LKS31036

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between

The Wichita Airport Authority

(Lessor), whose principal place of business is

**2173 South Air Cargo Road
Wichita, Kansas 67209-1958**

and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**2173 South Air Cargo Road
Wichita, Kansas 67209-1958
Second Level**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for the term beginning

January 15, 2014 and continuing for a period of 18 Months, 12 Months Firm, or until substantial completion and occupancy of the new Wichita Mid-Continent Airport terminal,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be

[Redacted signature area]

FOR THE GOVERNMENT:
[Redacted signature area]

1/13/14

Title: _____
Entity Name: City of Wichita
Date: 1-7-14

Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____/_____/13

[Redacted signature area]

[Redacted signature area]

Name: _____
Title: City Clerk
Date: 1-7-14

_____, A. A. E.
Director of Airports

Approved as to form this 12-19-13
[Redacted signature area]

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 90 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [redacted] screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, 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.

1.05 THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan	01	A
GSA Form 3517B, General Clauses	47	
GSA Form 3518, Representations and Certifications	10	

1.07 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.32 per RSF (\$46,700.18/annum).