

Part II

AVIATION DEPARTMENT STANDARD T HANGAR LEASE CONDITIONS

I. **Leased Premises Use and Ownership.**

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

B. Title. Unless otherwise specifically provided in the Lease, title to the Leased Premises and any permanent improvements, whether existing or installed by Tenant as part of the Lease, shall remain and are at all times in the City.

C. Tenant's Access to Leased Premises. Tenant is granted the right, for itself, its agents, its customers, employees, patrons, suppliers and other persons doing business with Tenant, of ingress and egress to and from the Leased Premises over Airport roadways, including the use of common use roadways, and other common areas as reasonable necessary to use the Leased Premises, subject only to law and to such reasonable rules and regulations governing the use of the Airport as the Director may establish, including the establishment of a fee or charge for the privilege of entry upon the Airport. "Common areas" shall mean those areas which are furnished in and about the Leased Premises for the common and non-exclusive use of Tenant and City and their officers, agents, employees, customers, invitees and licensees. Notwithstanding anything to the contrary contained in this Lease, in the event any laws and rules and regulations governing the use of the Airport as the Director may establish materially impact Tenant's ability to conduct its normal business or materially impede Tenant's customers' access to the Leased Premises as required by Tenant's customers from time to time, Tenant may terminate this Lease with notification to the City with no further obligation to the City.

D. Signs. No signs or advertising displays exposed to public view will be painted on or erected in any manner on the Leased Premises without the prior written approval of the Director and in accordance with the City's standards with respect to wording, type, size, design, color and location. Upon termination, cancellation or expiration of the Lease, Tenant at

its costs will remove, obliterate or paint out, any and all of its signs, advertising and displays as the Director may direct and restore the Leased Premises to its original condition.

E. Permits/Licenses. Tenant will obtain, maintain and pay for all licenses and permits necessary or required by law for the conduct of its business and operations.

F. City's Right of Entry. With prior notice to Tenant, except in the event of an emergency, City shall have the right to enter upon the Leased Premises at all reasonable times to inspect the Leased Premises; to observe the performance by Tenant of its obligations under the 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 Tenant is obligated, however, but has failed to do so, after City has given Tenant reasonable notice so to do (in which event, Tenant 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 Tenant by reason of the exercise of such right. City shall not be obligated to inform Tenant that an inspection or observation is planned or in progress.

G. City's Exclusive Rights in Leased Premises. City reserves exclusive rights to the following; provided, however that the City's use or exercise of those rights will not unreasonable interfere with Tenant's use of the Leased Premises:

1. All gas, oil and minerals in and under the soil on the Leased Premises;
2. All cemeteries, archeological findings and other historical sites on the Leased Premises. City shall make all decisions as to the preservation, use or relocation of those findings or sites.
3. To grant, without compensation to Tenant, utility rights-of-way to itself and others, over, under, through, across or on the Leased Premises.

II. Assignment, Sublease & Encumbrances.

A. No Right to Assign, Sublease, and Encumber. Tenant 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 reasonable discretion, except in the event that such assignee, sub-tenant or transferee is an Affiliate of Tenant, as defined in Part II, Section IV (D) below.

B. City Consent. City shall not be obligated to consent to a sublease or assignment. In the event of any proposed sublease or assignment, Tenant, 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 subTenant 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 sub-tenant must have assumed all obligations of Tenant under this Lease and shall have specifically agreed to perform and observe the covenants and conditions contained in this Lease on Tenant'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 Tenant to result in a change in control of Tenant 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 Tenant; transfer of shares by devise or descent upon the death of any existing stockholder; merger of Tenant into any parent or subsidiary corporation of Tenant or sale of all of Tenant's stock to any such parent or subsidiary corporation.

D. Notwithstanding anything contained herein to the contrary, Tenant may assign this Lease or sublease all or any portion of the Leased Premises without the City's consent to any of the following (an "Affiliate"),: (i) any successor corporation or other entity resulting from a

merger or consolidation of Tenant; (ii) any purchaser of a majority of Tenant's assets; or (iii) any entity (including a joint venture or limited partnership) which controls, is controlled by, or is under common control with Tenant. Tenant shall give Landlord written notice of such assignment or sublease within thirty (30) days following the assignment or sublease. Any Affiliate shall assume in writing all of Tenant's obligations under this Lease. Tenant shall nevertheless at all times remain fully responsible and liable for the payment of rent and the performance and observance of all of Tenant's other obligations under this Lease.

III. Quiet Enjoyment. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased 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.

IV. Environmental Requirements.

A. Tenant 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 Leased 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. Tenant, 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 Tenant 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 Leased Premises. If any environmental law requires Tenant to file any notice or report of a release or threatened release of Hazardous Materials on under or about the Leased Premises or the Airport, Tenant shall provide a copy of such report or notice to City and, to the extent practicable, 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 Leased Premises to inspect the same in order to confirm Tenant is using the Leased Premises in accordance with all of environmental laws. Any tests shall be conducted by qualified independent experts chosen by Tenant and subject to City’s approval. Tenant shall provide copies of reports from any testing to City upon receipt.

D. Environmental Noncompliance. If Tenant fails to comply with any applicable environmental laws, City, in addition to its rights and remedies provided elsewhere within this Agreement, may enter the Leased Premises

and take all reasonable and necessary measures, at Tenant’s expense, to insure compliance with environmental laws.

E. Written Authorization Necessary to Store, Use or Dispose of Hazardous Materials. Tenant shall not store, use or dispose of any Hazardous Materials on the Leased Premises unless Tenant first secures the written authorization of City and complies with any conditions City may impose, including the submission to City of all Material Safety Data Sheets for the materials to be stored.

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

G. Environmental Remediation. Tenant shall undertake such steps to remedy and remove any Hazardous Materials and any other environmental contamination that arises out of Tenant’s use of the Leased Premises that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Contaminated Leased Premises into compliance with all environmental laws. Such work shall be performed at Tenant’s sole expense, after Tenant submits to City a written plan for completing such work and receives the prior written approval of City. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. Tenant shall pay the 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. Tenant warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair work performed pursuant to this Agreement 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 Leased Premises or other City property caused as a result of Tenant's use of the Leased Premises is hazardous or potentially hazardous to persons or property, it may direct Tenant, in writing, to correct the condition, and Tenant, at its expense, shall immediately comply with such directive.

J. Environmental Indemnification. In addition to any indemnification set forth herein, Tenant 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 Tenant'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 Tenant'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 Tenant's Management at the Airport or violation of any environmental laws), or (ii) any breach by Tenant of any of its warranties, representations or covenants in this Section. Notwithstanding any other provision of this Lease, Tenant'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 Section, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-product 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-product 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.

V. Liens and Removal of Fixtures.

A. Mechanic's/Materialman's Liens. Tenant will not permit any mechanic's or materialman's or any other lien to be filed against the Leased Premises, the leasehold estate, the Tenant Improvements, or any other equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman. If any such mechanic's lien is filed, Tenant shall, within 30 days after notice of the filing, cause the same to be discharged of record by payment, deposit, bond, order of court or otherwise. However, Tenant shall have the right to contest, with due diligence, the validity or amount of any such lien or claimed lien, if Tenant gives City security in an amount equal to one and one-half times the amount of such lien or claimed lien.

B. Removal of Fixtures. If Tenant is allowed to remove any fixtures or improvements when this Lease terminates, it will do so at its expense and will restore the Leased Premises to its original condition prior to installation of the fixtures or improvements.

VI. City Requirements.

A. Conflicts of Interest. Tenant 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 Tenant in this Lease.

E. Earnings Tax/Occupational License Clearance. As a condition precedent to approval of this Lease, Tenant 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.

F. Affirmative Action. Contractor shall establish and maintain for the term of this Contract an Affirmative Action Program in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. Contractor 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 38 of City's Code. City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

VII. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Lease and their

delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Lease and all Lease amendments and renewals.

B. Tenant shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Lease and all Lease amendments. City shall have a right to examine or audit all Records and Tenant shall provide access to City of all Records upon ten (10) days written notice from the City.

VIII. 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 Tenant with respect to this subject matter, and supersedes all prior agreements between City and Tenant with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the effective date of this Lease.

C. Governing Law. This Contract 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 Tenant: (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.

D. Americans with Disabilities Act. Tenant 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 & Waiver.

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 Tenant.

2. If the City shall waive any provision of this Lease, it shall not operate as the City's waiver of Tenant's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of Tenant's breach or noncompliance with the Lease provisions.

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 Contract 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.

I. Representations and Warranties. City and Tenant 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. Tenant shall comply with all federal, state and local laws, ordinances

and regulations applicable to this Lease. Tenant, 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. City and Tenant agree that this Lease shall be construed according to its fair meaning and without regard to any presumption or other rule requiring construction of the Lease against the party causing the contract to be drafted.

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

Sec. 14. Defaults and Remedies.

A. Defaults. The occurrence of any of the following shall constitute an Event of Default by the Tenant hereunder:

1. Failure by the Tenant to pay any monthly installment of rent or any additional rent when due hereunder;

2. The Tenant's engagement of any provider to perform work at the Airport (such as, for example, aircraft maintenance), if such provider lacks a permit or other appropriate authorization from the Airport to provide such services;

3. Failure by the Tenant to perform or comply with any of the terms, covenants or conditions of this Lease, or with any rule or regulation of the Airport now or hereafter established by the Airport, if such failure continues for 14 days after written notice from the Airport to the Tenant of such failure (or, in the event such failure is capable of being cured but cannot be cured within 14 days, failure by the Tenant to commence such cure within 14

days or to diligently pursue such cure thereafter to completion);

4. Failure by the Tenant to abide by all applicable laws, ordinances, rules and regulations of the United States, the State of Missouri, the City of Kansas City or any other governmental or quasi-governmental entity, including, without limitation, the Airport.

5. Failure by the Tenant to notify the Airport of a Reportable Event, as described in Attachment D., Rules and Regulations.

6. The sublet, assignment, or otherwise transfer or encumbrance of Tenant's interest in this Lease either voluntary or by operation of law

rights of the City. The City shall not be liable for any damage to such property incurred as a result of its removal or storage.

5. Additionally, any default under Sec.14.A., may also result in fines and penalties under the Airport's regulations.

B. Remedies. Upon the happening of any Event of Default, the City shall have all rights and remedies to which it may be entitled at law or in equity under the laws of the State of Missouri, and/or the United States, including, without limitation, the right, at once and without further notice to the Tenant, to do some or all of the following:

1. Declare this Lease terminated;

2. Enter upon and take full possession of the Leased Premises, with or without terminating this Lease but terminating the Tenant's right of possession;

3. Declare the Tenant liable to the City for the balance of the rent and additional rent payable during the remaining term of this Lease, provided, however, in the event the City shall lease the Leased Premises to another Tenant, the Tenant's liability hereunder shall be reduced by the amount of rent actually paid to the City by the new Tenant (but the Tenant shall not be entitled to any credit for any rent received by the City in excess of the Tenant's rent obligations hereunder). Nothing herein contained shall be construed as obligating the City to seek out any such new Tenant, or to relet the Leased Premises or otherwise mitigate damages;

4. Take possession of all property of the Tenant located in the Leased Premises and have it stored in a public or private storage facility at the expense of Tenant, including all expenses incurred by the Airport to remove the property. This right shall be in addition to, and not in substitution for, any other

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

XIII. Assurances.

A. Lessee shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Lease for which the City shall have the right to terminate this Lease and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. 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.

D. As part of the consideration of this Lease, Lessee does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Lease, the Covenant is hereby made a covenant running with the land for the term of the lease, and is judicially enforceable by the

United States.

E. As part of the consideration of the 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 such Premises and the furnishing of services thereon, 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.

In this Lease, the Covenant is hereby made a covenant running with the land for the term of the lease, and is judicially enforceable by the United States.

F. 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, and hold the same as if said Lease had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Lessee agrees to insert the foregoing six provisions in any Lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. 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.

I. 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.

J. 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.

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

L. The 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.

M. 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.

N. 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.

O. 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).

P. 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.

XIV. 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; however, in the event such modifications, revisions, supplements prevent Lessee from performing its normal business, Lessee will have the option to terminate the Lease with no further obligation.

XV. 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.

XVI. Disadvantaged Business Enterprise Requirements. To the extent that this Lease is covered by 49 CFR Part 23, Subpart F, Lessee agrees that this Lease 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.

If applicable, Lessee agrees to include the foregoing statement in any subsequent Lease that it enters and cause those businesses to similarly include said statement in further agreements.