

AMENDMENT OF LEASE AND SERVICE AGREEMENT

THIS AMENDMENT OF LEASE AND SERVICE AGREEMENT (“Amendment”) is made and entered into as of the 26th day of February, 2025, by and between the JOHNSON COUNTY AIRPORT COMMISSION (“Landlord”), a public commission of Johnson County, Kansas (the “County”) organized by the Board of County Commissioners of Johnson County, Kansas, under the provisions of K.S.A. 3-301 *et seq.*, and EMPIRE US, LLC, a Kansas Limited Liability Company (“Tenant”).

RECITALS:

A. Landlord and JcAir Associates (“JcAir”) entered into that certain Lease dated November 1, 1983 (the “Base Lease”), wherein Landlord leased to JcAir certain real property at New Century AirCenter, Johnson County, Kansas, which is more fully described in the Base Lease as amended; and

B. Landlord and JcAir entered into that certain Service Agreement dated November 1, 1983 (the “Service Agreement”), wherein Landlord agreed to continue providing certain services; and

C. The Base Lease and the Service Agreement were thereafter amended by that certain Lease and Service Agreement Modification Agreement dated August 22, 1989 (“1989 Agreement”), whereby an additional tract of land was leased for an additional rent amount as more fully described in the 1989 Agreement; and

D. The Base Lease and the Service Agreement were thereafter amended by that that certain Lease and Service Agreement Modification Agreement dated November 13, 1990 (“1990 Agreement”), whereby an additional tract of land was leased for additional rent amount as more fully described in the 1990 Agreement; and

E. The Base Lease, Service Agreement, the 1989 Agreement, and the 1990 Agreement were assigned by JcAir to ACDC Investments, LLC, pursuant to that certain Assignment and Assumption of Leases and Service Agreement dated August 26, 2011; and

F. The Base Lease and the Service Agreement were thereafter amended by that certain Amendment to Lease and Service Agreement dated October 23, 2013 (“2013 Amendment”), whereby certain option terms and the payment terms under the Service Agreement were modified as more fully described in the 2013 Amendment; and

G. The Base Lease, the Service Agreement, the 1989 Agreement, the 1990 Agreement, and the 2013 Amendment were assigned by ACDC Investments, LLC to Tenant pursuant to that certain Assignment and Assumption of Leases and Service Agreement dated December 10, 2013; and

H. The Base Lease and the Service Agreement were thereafter amended by that certain Amendment to Lease and Service Agreement dated September 27, 2017 (“2017 Amendment”),

whereby certain payment terms under the 1989 Agreement and the 1990 Agreement were modified as more fully described in the 2017 Amendment; and

I. Landlord and Tenant mutually desire to amend certain terms and conditions of the Base Lease, the Service Agreement, the 1989 Agreement, the 1990 Agreement, the 2013 Amendment, and the 2017 Amendment as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Recitals, which are incorporated in and made a part of this Amendment by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Base Lease shall be amended by adding the following paragraph 2.7 in Article II:

2.7 Building Rent Commencing March 1, 2025. Tenant shall, commencing as of March 1, 2025, and thereafter on the first day of each succeeding month throughout the term of this Lease and any extensions, pay to the Landlord, as rental for the Improvements located at 400 New Century Parkway, New Century, Kansas, located on Parcel No. 2F231418-4009, the following sums ("Building Rent"):

- March 1, 2025 to October 31, 2025: \$13,347.83 /month; \$160,174/year, which is based upon 18,844 building square feet at the rate of \$8.50 per square foot per year.
- November 1, 2025 to October 31, 2033: Beginning on November 1, 2025, and on each November 1st of each year during the renewal term, rent shall be increased annually at a rate equal to three percent (3%) over the previous year's rent.
- Nov. 1, 2033 to October 31, 2043: See paragraph 16.2 in Article XVI of the Base Lease.
- Nov. 1, 2043 to October 31, 2053: See paragraph 16.2 in Article XVI of the Base Lease.
- Nov. 1, 2053 to October 31, 2063: See paragraph 16.2 in Article XVI of the Base Lease.

2. The Base Lease shall be amended by adding the following paragraph 16.2 in Article XVI:

16.2 Option Term Rental Rates. The parties agree that the rental rate for each option term shall be fair market rent to be determined at the time the Tenant gives notice to Landlord of its intent to exercise the option. Within twenty (20) business days of the Landlord's receipt of Tenant's notice, the parties shall enter into good faith negotiations to determine the fair market rent rate. If the parties cannot agree on the rent rate within thirty (30) days of commencing negotiations, then the parties shall mutually agree upon an independent third party qualified to value real property for rental purposes to determine the fair market rental rate of the Improvements and/or Land. If the parties

cannot mutually agree upon a third party within ten (10) days, then each party shall select one individual, and those two selected individuals shall then select a third individual whereupon the three shall determine the fair market rental rate for the initial term of the new lease. The costs of retaining the third party or parties shall be borne equally by the parties. Under no circumstances shall the rental rate for a new option term be less than the rental rate at the conclusion of the immediately preceding option term.

3. Commencing on March 1, 2025, the amounts due and payable by Tenant to Commission pursuant to Section 1 of the Service Agreement, Exhibit B of the 1989 Agreement, and Exhibit B of the 1990 Agreement are hereby amended as follows:

Tenant shall, commencing as of March 1, 2025, and thereafter on the first day of each succeeding month throughout the term of the Lease and any extensions, pay to the Landlord, the following combined service charges for the respective tracts of Land described in the Service Agreement, 1989 Agreement, and the 1990 Agreement (collectively referred to as the "Service Charges"), which are more fully described in the respective agreements, consisting of a total of 117,696 square feet¹:

- March 1, 2025 to October 31, 2025: \$3,334.72 /month; \$40,016.64/year, which is based upon combined square footage of 117,696 square feet at the rate of \$.34 per square foot per year.
- November 1, 2025 to October 31, 2033: Beginning upon November 1, 2025, and on each November 1st of each year during the renewal term, Service Charges shall be increased annually at a rate equal to three percent (3%) over the previous year's Services Charges.
- Nov. 1, 2033 to October 31, 2043: See paragraph 16.2 in Article XVI of the Base Lease.
- Nov. 1, 2043 to October 31, 2053: See paragraph 16.2 in Article XVI of the Base Lease.
- Nov. 1, 2053 to October 31, 2063: See paragraph 16.2 in Article XVI of the Base Lease.

For the avoidance of doubt, commencing on March 1, 2025, this section replaces and amends the Service Charges set forth in the Service Agreement, 1989 Agreement, and the 1990 Agreement, the 2013 Amendment, and the 2017 Amendment for all currently existing terms and any future renewal/option terms.

4. The parties acknowledge and agree that paragraph 16.2 in Article XVI of the Base Lease shall apply to the determination of the Service Charges payable under the Service Agreement, 1989 Agreement and the 1990 Agreement for the renewal terms Nov. 1, 2033 to Oct.

¹ Service Agreement: 78,408 square feet (Parcel Nos. 2F231418-4009 and 2F231419-3006)
1989 Agreement: 26,460 square feet (Parcel No. 2F231418-4010)
1990 Agreement: 12,828 square feet (Parcel No. 2F231418-4017)

31, 2043, Nov. 1, 2043 to Oct. 31, 2053, and Nov. 1, 2053 to Oct. 31, 2063. The Service Charges during each renewal term shall be the fair market rent for the respective tracts of Land described in the Service Agreement, 1989 Agreement and the 1990 Agreement, and shall be determined in the manner described in paragraph 16.2 in Article XVI of the Base Lease.

5. Except as expressly modified by this Amendment, the terms and provisions of the Base Lease, Service Agreement, the 1989 Agreement, the 1990 Agreement, the 2013 Amendment, and the 2017 Amendment shall remain unchanged and in full force and effect.

THIS AMENDMENT OF LEASE AND SERVICE AGREEMENT is executed as of the date first written above.

EMPIRE US, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF KANSAS)
)ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, _____ of EMPIRE US, LLC, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires:

JOHNSON COUNTY AIRPORT COMMISSION

By: _____
Chairman

Attest:

Secretary

APPROVED AS TO FORM:

Cynthia Dunham
Chief Deputy Director of Legal

STATE OF KANSAS)
)ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Chairman, and _____, Secretary, of the Johnson County Airport Commission, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires:
