

**FIRST AMENDMENT TO GA TERMINAL SPACE LEASE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Joplin, Missouri, a Missouri municipal corporation (hereinafter “Lessor”) and Alpha Air Center, a Missouri limited liability company (hereinafter “Lessee”)

**WHEREAS**, Lessor and Lessee entered into a GA Terminal Space Lease Agreement (“Lease”) approved by Lessor’s City Council on April 24, 2013, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, Lessor and Lessee desire to amend the Lease to reflect a change in the description of the demised premises; a change in the rent for the demised premises; and Lessee’s exercise of its option to extend.

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

1. FOR VALUE RECEIVED, Lessor and Lessee amend their April 24, 2013 Lease in each and all of the following respects:

a. By changing the language between “WITNESSETH” and “1. Term.” as follows:

“That in consideration of the mutual promises and agreements herein contained, Lessor does by these presents, RENT, LEASE, AND LET unto Lessee, and Lessee hereby leases the premises described on the attached Exhibit “A,” specifically the 8,113 square feet of office space referenced as “Aviation Ramp Side Area” in the General Aviation Terminal Building, attached hereto and incorporated by reference, hereinafter referred to as the “demised premises” upon the following terms and conditions:”

b. By changing paragraph 2 as follows:

“2. Rent. As compensation for its use of the demised premises, Lessee does covenant, promise, and agree to pay to Lessor during the term of this Lease:

a. The sum of \$19,470.00, payable in monthly installments in the sum of \$3,245.00 per month; and

b. The rent is payable on or before the first day of each month, and shall be prorated for the first month if the lease begins before the first of the month.”

c. By changing paragraph 3 as follows:

“3. Option to Extend. In the event Lessee desires to extend the Lease, he shall give Lessor at least thirty (30) days’ notice prior to the expiration of the initial term. The parties shall thereafter extend the Lease for an additional term of five (5) years upon the same terms and

conditions, in a signed writing, with the exception that the rent shall increase \$75.50 per month through the additional term.”

2. In all other respects, the parties affirm, ratify and readopt the April 24, 2013 GA Terminal Space Lease Agreement’s original terms and provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2017.

**LESSOR:**

City of Joplin, Missouri

\_\_\_\_\_  
Samuel L. Anselm, City Manager

\_\_\_\_\_  
Date

**LESSEE:**

Alpha Air Center, LLC

\_\_\_\_\_  
Alpha Authorized Signatory

\_\_\_\_\_  
Date