

**1901 Brooklyn – NAPA
5300 Municipal Avenue -NAPA**

LEASE

THIS LEASE, made on this 1st day of March 2026 by and between the **City of Kansas City, Missouri, party of the first part**, hereinafter called the “Lessor” or “City”, and **Genuine Parts Company DBA NAPA AUTO PARTS, party of the second part**, hereinafter called “Lessee”.

WITNESSETH: That said Lessor hereby grants to Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described areas within the premises, known as 1901 Brooklyn, Kansas City, Missouri 64127 and 5300 Municipal Avenue, Kansas City, Jackson County, Missouri. The two areas and all improvements described on Exhibit A (the "Premises") is attached hereto and made a part hereof this Lease.

IT IS AGREED AS FOLLOWS

1. TERM. The term of this Agreement shall be for a period of one year beginning **March 1st, 2026 and ending April 30, 2027**, subject to the provisions of this Lease Agreement. At any time prior to the expiration of the initial term or any subsequent term, the City, in its sole discretion, may renew this Lease for up to eight (8) additional one year terms.

2. RENT. Shall be **one dollar and 00/100 (\$1.00) annually** beginning February 1st, 2026 and continuing annually the entire term payable in advance at the following listed address or at such other place as Lessor shall designate in writing. Check made payable to “City Treasurer.”

General Services – Real Estate Services
Attention: Property Leasing Manager
City Hall – 17th Floor
414 East 12th Street
Kansas City, Missouri 64106

3. USE OF PREMISES. The interior of improved premises described in Exhibit A shall be used for supplying parts to onsite repair facility or other City of Kansas City, Missouri repair facility. The Premises shall not be used for any other use unless specifically authorized by the Lessor through its Director of General Services. In the event such use does not conform to its Statement of Purpose, the Lessor shall have the right to immediately terminate this Lease. All such use shall conform with applicable City ordinances and State and Federal laws.

4. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable property), including the interior walls. Lessee will return the property to the City broom clean and undamaged except for reasonable wear and tear. Lessor shall be responsible for all maintenance of the Building. Lessee shall be responsible for maintaining its fixtures or other improvements Lessee may from time to time make to the Premises.

5. HAZARDOUS SUBSTANCES AND WASTES. Lessee agrees that it will not keep, ship to, ship from, permit or generate any Hazardous Material on the leased Premises without the expressed consent of the Lessor. “Hazardous Material, shall mean (i) “Hazardous Substances” as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) s42 U.S.C. s9601 et seq.; (ii) “Hazardous Wastes.” as defined by the Resource Conservation and Recovery Act (RCRA),

42 U.S.C. 6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMo Section 260.350 et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended, (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the Premises, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

6. POSSESSION AT BEGINNING OF TERM. Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no other claim against Lessor for any such delay.

7. QUIET ENJOYMENT. Lessor covenants and agrees that the Lessee on paying the rents and observing and keeping the covenants, agreements and stipulations of this lease agreement, on its part to be kept, shall lawfully, peacefully and quietly hold, occupy and enjoy said demised Premises during the demised term without hindrance, objection or molestation.

8. LESSOR'S RIGHT OF ENTRY. Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last sixty 60 days of the lease only) to display the property to prospective tenants.

9. UTILITIES AND SERVICES. Lessor shall furnish and pay for all electricity, gas, water, fuel, phones and phone service or utilities of the Premises, unless otherwise herein expressly provided. The Lessor shall provide trash and refuse removal, for the Premises.

10. ALTERATIONS. Lessee shall not make any alterations or additions in or to the Premises, without the prior written consent of Lessor. Such shall not be unreasonably withheld. All such plans for alterations must be approved in writing by the City's General Services Department Director.

11. SIGNS AND ADVERTISEMENTS. Lessee shall not put upon nor permit to be put upon any part of the Premises, any signs, billboards or advertising whatever, without written consent of Lessor, General Services Department Director.

12. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. The Lessee agrees, where reasonable and practicable to incorporate similar practices in its operation on the Premises including, but not limited to encourage recycling.

13. RESERVED.

14. INSURANCE. Lessee shall carry a public liability insurance policy on the leased premises and shall name Lessor as the additional insured. The limits of this liability insurance policy shall be no less than a single limit coverage of \$1,000,000.00 in order to cover Lessor and Lessee by reason of Lessee's operation and use of the Premises. Lessee shall furnish a Certificate of Insurance to Lessor prior to commencement of the Lease Agreement.

15. DAMAGE BY CASUALTY. In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable,

then in such event, at the option of the Lessor, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise such option to so terminate this Lease by notice in writing, delivered to Lessee within sixty (60) days after such damage or destruction. In case Lessor shall not so elect to terminate this lease, in such event, this lease shall continue in full force and effect and the Lessor shall repair the leased Premises with all reasonable promptitude, placing the same in as good as a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In either event Lessee shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within ten days after the request of the Lessor. If the leased Premises shall be slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased Premises, however the necessity may occur.

16. SUBROGATION. As part of the consideration for this lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

17. INDEMNITY AND PUBLIC LIABILITY. The Lessee shall defend and indemnify, hold harmless, protect and save the Lessor and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever ("claims") for the injury to or death of persons or damage to property, including property owned by the Lessor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Lessee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees; (ii) any violation of law, ordinance or governmental regulations or orders of any kind; or (iii) the negligent performance by the Lessee, its officers, agents, employees, including volunteers or lessees or subcontractors of any authorized or permitted act contemplated by this Agreement; (iv) any contaminating materials in and around the subject property released by the actions or omissions of Lessee. In no event shall Lessee be liable hereunder for any claims which arise from or be attributable to or be caused directly or indirectly by the negligence or willful misconduct of Lessor, its officers or employees.

18. DAMAGE TO PROPERTY ON PREMISES. Lessee agrees that all property owned by Lessee of every kind and description kept, stored or placed in or on the Premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises. This Paragraph shall be subordinate and subject to any risk of loss provision in any other agreement between Lessee and Lessor.

19. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of

said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

20. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so.

21. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

22. RECORDING. Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty (30) days' notice, at its sole option.

23. FIXTURES. Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all non-realty items that have been contributed or consigned to the Lessee. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, shelving, storage bins and portable appliances.

24. SURRENDER AT END OF TERM. At the expiration of the term hereby created, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessee agrees to deliver same without process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof. Subject to Paragraph 23, any improvements made to the Premises with Lessor's consent shall remain.

25. HOLDING OVER. Any holding over by Lessee after the expiration of the term of any lawful extension thereof shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

26. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten (10) days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee

shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee without notice may re-let the leased Premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the term and net rent actually received by the Lessor during the term after deducting all expenses of every kind for repairs, recovering possession and re-letting the same, which differences shall accrue and be payable monthly. Lessor shall, however, permit Lessee to remove any of its personal property at a mutually agreed upon time with representatives of both Lessor and Lessee present.

27. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of this Lease hereunder shall not be deemed or construed to be a continuing waiver of such breach of default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

28. BANKRUPTCY. Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

29. NOTICE. Any notice hereunder to Lessee shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessee:

Addressed to Lessee: Genuine Parts Co DBA Napa Attn: Bill Hayes
250 Osage
Kansas City, KS 66105

With a copy to: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Legal Department

Addressed to Lessor:

**Property Leasing Manager
GS – Real Estate Services
17th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106**

With a copy to:

Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

30. COVENANTS TO RUN WITH THE PREMISES. The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from assignee of the Lessee shall not release the Lessee from his obligation to pay rent and comply with the other conditions of this Lease.

31.CANCELLATION. This Lease shall automatically terminate if the Lessor or Lessee terminates Contract No. EVP4148_for Inventory Management and Parts for any reason.

32. ENTIRE AGREEMENT. Except as provided herein, this Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidence by an agreement in writing signed by the Lessor and the Lessee after the date hereof.

33. APPROVAL BY CITY COUNCIL. This Lease is not effective until five (5) working days after written notice of the intent to execute this agreement has been submitted to the City Council.

EXHIBITS. The following Exhibits are attached to this Lease and are a part hereof and incorporated by this reference:

Exhibit "A" - Leased Premises description

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

LESSEE:

BY _____

LESSOR:

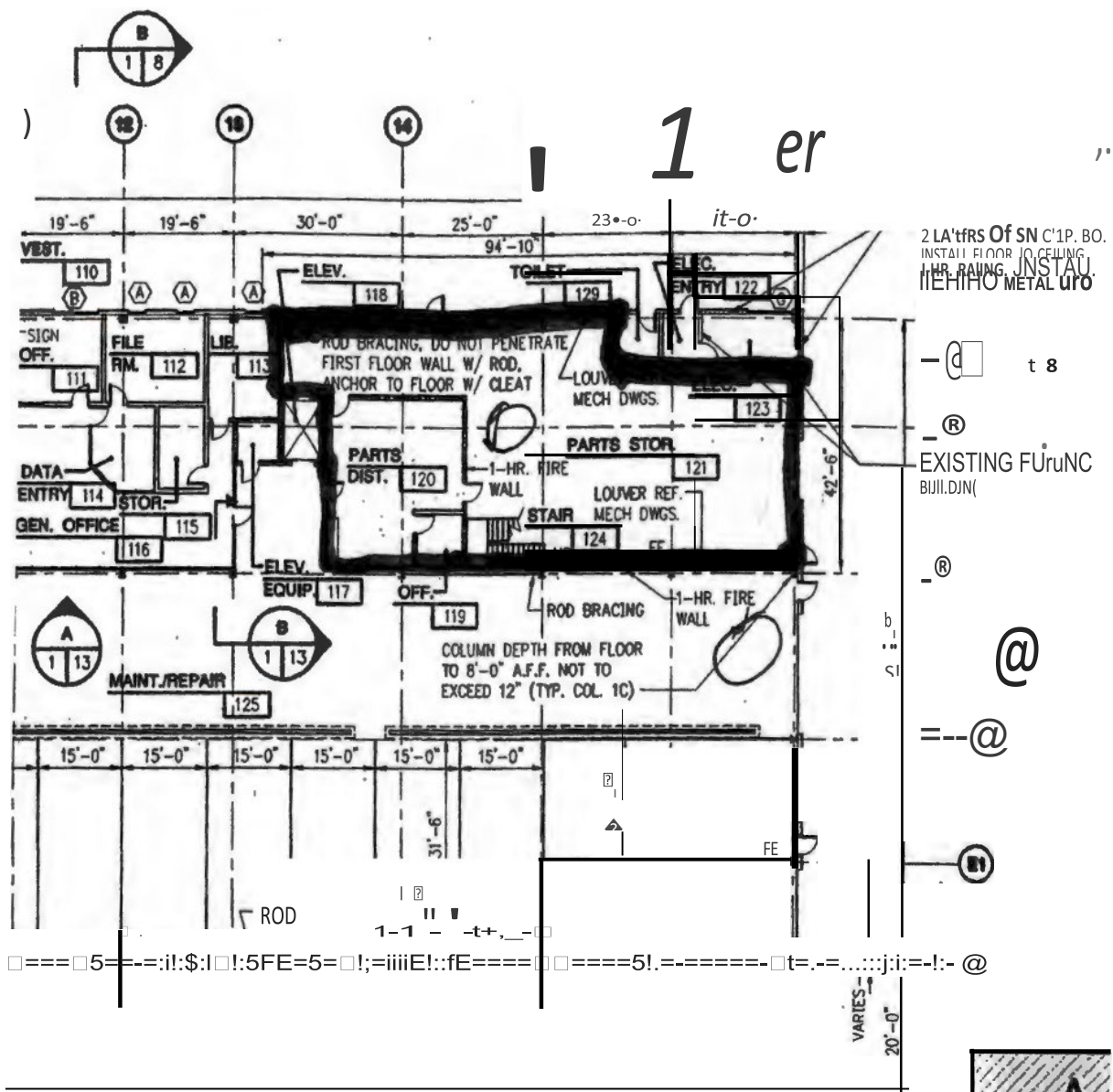
CITY OF KANSAS CITY, MISSOURI,
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

BY _____
Yolanda McKinszy
Director

APPROVED AS TO FORM

BY _____
Jim Brady, Assistant City Attorney

Exhibit "A"-Leased Property Description - first floor
1901 Brooklyn Avenue

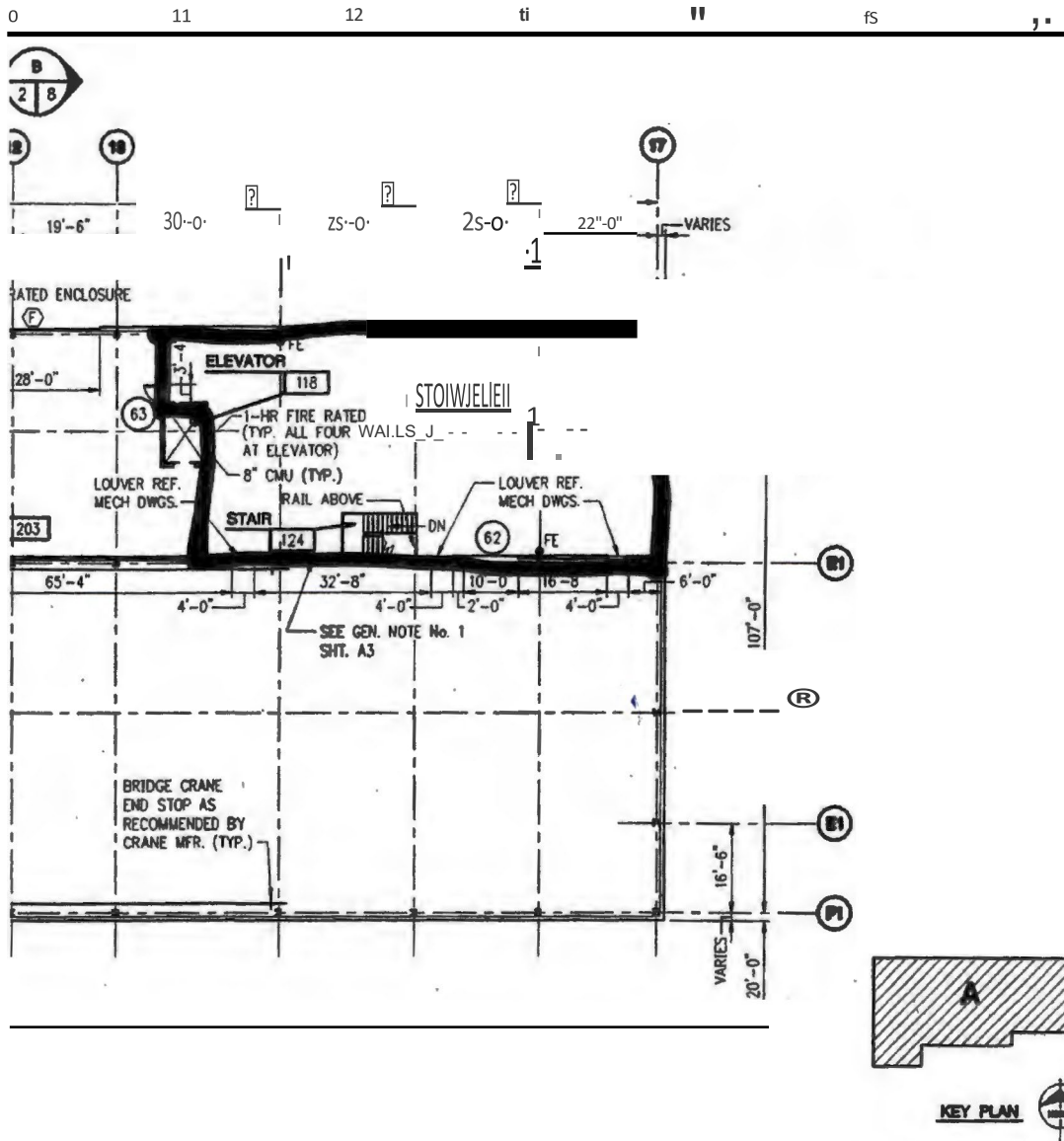


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 RM. / BREAK RM: 9-2
 JN: 8-2
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GENERAL NOTES:

1. TILT-UP CONCRETE FOUNDATION WALL PANELS TO BE 7'-1" ABOVE FINISH FLOOR WALL INCLUDES TWO 3" THICK PANELS WITH 2" RIGID INSULATION BETWEEN PANELS.
2. RIGID FRAME STRUCTURAL SYSTEM W/ 8" OFFSET WALL GIRTS.
3. FIBERGLASS INSULATION IN WALLS FROM 7'-0" ABOVE FINISH FLOOR TO EAVE; S'IRUT.
4. METAL LINER PANELS ON WALL GIRTS FROM 4'-4" ABOVE FINISH FLOOR TO EAVE; S'IRUT.
5. FIBERGLASS BLANKET INSULATION AND METAL LINER PANELS IN

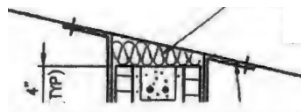
Exhibit "A"-Leased Property Description - Second floor 1901 Brooklyn Avenue



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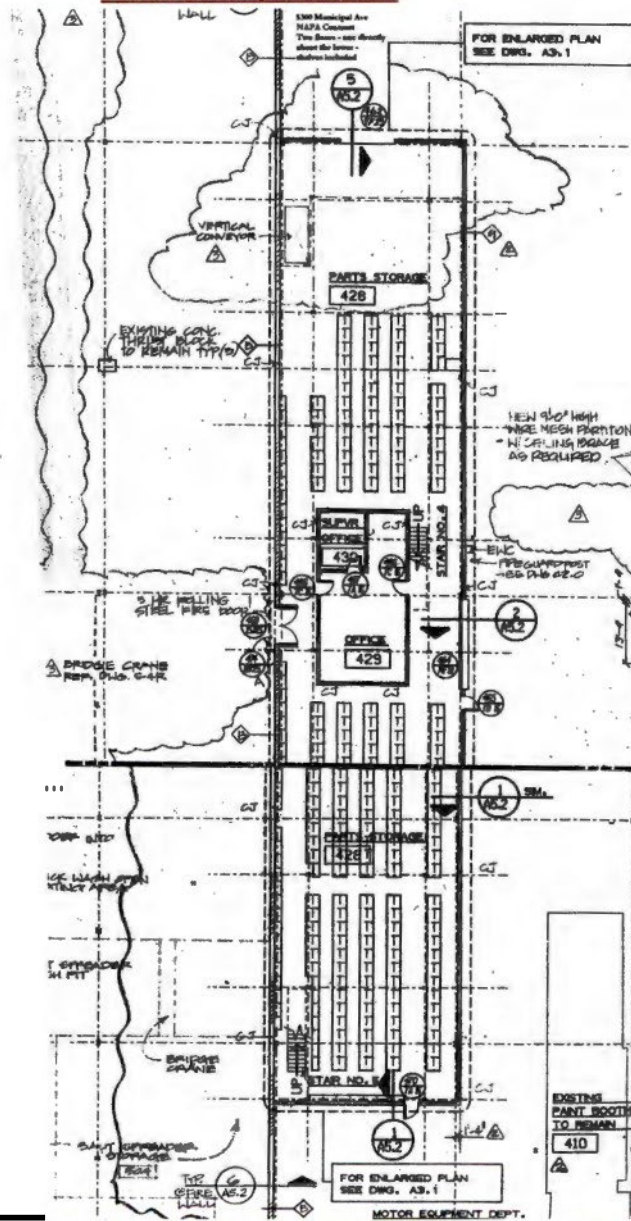


This interior space leased is the northeast corner of the building on both 1st and 2nd floors. These are connected by stairs and an elevator. This is a metal exterior building with a concrete floor. The first floor ceiling is 10 feet tall and second floor is 12 feet tall. There is approximately 160 linear feet of shelving 8 feet tall double sided within the space both floors. The area being leased is estimated to be 6,000 square feet; as noted in the area outlined in the architectural drawings of the building.

Exhibit "A" - Leased Property Description

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5300 Municipal Avenue



This space is interior space in the middle of the building, on both 1st and 2nd floors. These are connected by an elevator and stairs. This is a metal exterior building with a concrete floor. The first floor ceiling is 10 feet tall and second floor is 12 feet tall. There is shelving involved with this space, but the value is minimal. The area for this lease is estimated to be 17,600 square feet in the area outlined in this architectural drawing of the building

125 N. Paris Street - NAPA

LEASE

THIS LEASE, made on this 1st day of March 2026 by and between the **City of Kansas City, Missouri, party of the first part**, hereinafter called the “Lessor” or “City”, and **Genuine Parts Company DBA NAPA AUTO PARTS, party of the second part**, hereinafter called “Lessee”.

WITNESSETH: That said Lessor hereby grants to Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described area within the premises, known as 125 N. Paris Street, Kansas City, Missouri 64153. The area and all improvements described on Exhibit A (the "Premises") Exhibit A is attached hereto and made a part hereof this Lease.

IT IS AGREED AS FOLLOWS

1. TERM. The term of this Agreement shall be for a period of one year beginning **March 1st, 2026 and ending April 30, 2027**, subject to the provisions of this Lease Agreement. At any time prior to the expiration of the initial term or any subsequent term, the City, in its sole discretion, may renew this Lease for up to eight (8) additional one year terms.

2. RENT. Shall be **one dollar and 00/100 (\$1.00) annually** beginning February 1st, 2026 and continuing annually the entire term payable in advance at the following listed address or at such other place as Lessor shall designate in writing. Check made payable to “City Treasurer.”

Aviation Department – Properties & Commercial Development
Attention: Deputy Director of Aviation
City of Kansas City
601 Brasilia Avenue
Kansas City, MO 64153

3. USE OF PREMISES. The interior of improved premises described in Exhibit A shall be used for supplying parts to onsite repair facility or other City of Kansas City, Missouri repair facility. The Premises shall not be used for any other use unless specifically authorized by the Lessor through its Director of General Services. In the event such use does not conform to its Statement of Purpose, the Lessor shall have the right to immediately terminate this Lease. All such use shall conform with applicable City ordinances and State and Federal laws.

4. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable property), including the interior walls. Lessee will return the property to the City broom clean and undamaged except for reasonable wear and tear. Lessor shall be responsible for all maintenance of the Building. Lessee shall be responsible for maintaining its fixtures or other improvements Lessee may from time to time make to the Premises.

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officers, agents, employees, including volunteers or lessees or subcontractors of any authorized or permitted act contemplated by this Agreement; (iv) any contaminating materials in and around the subject property released by the actions or omissions of Lessee. In no event shall Lessee be liable hereunder for any claims which arise from or be attributable to or be caused directly or indirectly by the negligence or willful misconduct of Lessor, its officers or employees.

18. DAMAGE TO PROPERTY ON PREMISES. Lessee agrees that all property owned by Lessee of every kind and description kept, stored or placed in or on the Premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises. This Paragraph shall be subordinate and subject to any risk of loss provision in any other agreement between Lessee and Lessor.

19. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

20. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so.

21. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

22. RECORDING. Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty (30) days' notice, at its sole option.

23. FIXTURES. Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all non-realty items that have been contributed or consigned to the Lessee. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, shelving, storage bins and portable appliances.

24. SURRENDER AT END OF TERM. At the expiration of the term hereby created, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessee

agrees to deliver same without process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof. Subject to Paragraph 23, any improvements made to the Premises with Lessor's consent shall remain.

25. HOLDING OVER. Any holding over by Lessee after the expiration of the term of any lawful extension thereof shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

26. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten (10) days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee without notice may re-let the leased Premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the term and net rent actually received by the Lessor during the term after deducting all expenses of every kind for repairs, recovering possession and re-letting the same, which differences shall accrue and be payable monthly. Lessor shall, however, permit Lessee to remove any of its personal property at a mutually agreed upon time with representatives of both Lessor and Lessee present.

27. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of this Lease hereunder shall not be deemed or construed to be a continuing waiver of such breach of default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

28. BANKRUPTCY. Neither this Lease nor any interest therein nor in any estate hereby

created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

29. NOTICE. Any notice hereunder to Lessee shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessee:

Addressed to Lessee: Genuine Parts Co DBA Napa Attn: Bill Hayes
250 Osage
Kansas City, KS 66105

With a copy to: Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Legal Department

Addressed to Lessor:

Aviation Department – Properties & Commercial Development
Attention: Deputy Director of Aviation
City of Kansas City
601 Brasilia Avenue
Kansas City, MO 64153

With a copy to:

Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

30. COVENANTS TO RUN WITH THE PREMISES. The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from assignee of the Lessee shall not release the Lessee from his obligation to pay rent and comply with the other conditions of this Lease.

31.CANCELLATION. This Lease shall automatically terminate if the Lessor or Lessee terminates Contract No. EVP4148_for Inventory Management and Parts for any reason.

32. ENTIRE AGREEMENT. Except as provided herein, this Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidence by an agreement in writing signed by the Lessor and the Lessee after the date hereof.

33. APPROVAL BY CITY COUNCIL. This Lease is not effective until five (5) working days after written notice of the intent to execute this agreement has been submitted to the City Council.

EXHIBITS. The following Exhibits are attached to this Lease and are a part hereof and incorporated by this reference:

Exhibit "A" - Leased Premises description

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

LESSEE:

BY _____

LESSOR:

CITY OF KANSAS CITY, MISSOURI,
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

BY _____
Melissa Cooper
Director

APPROVED AS TO FORM

BY _____
Jim Brady, Assistant City Attorney

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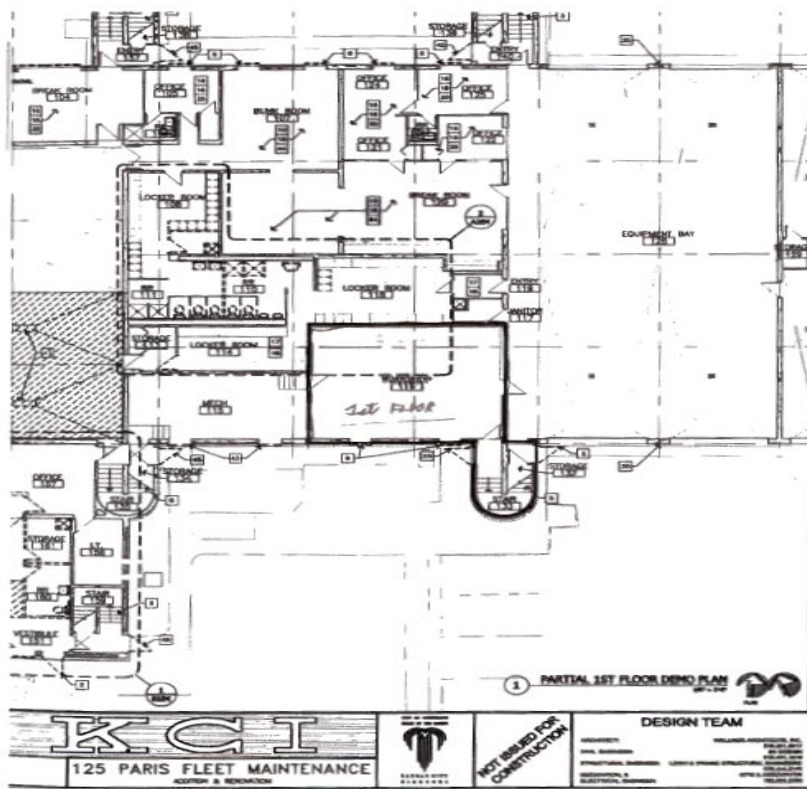
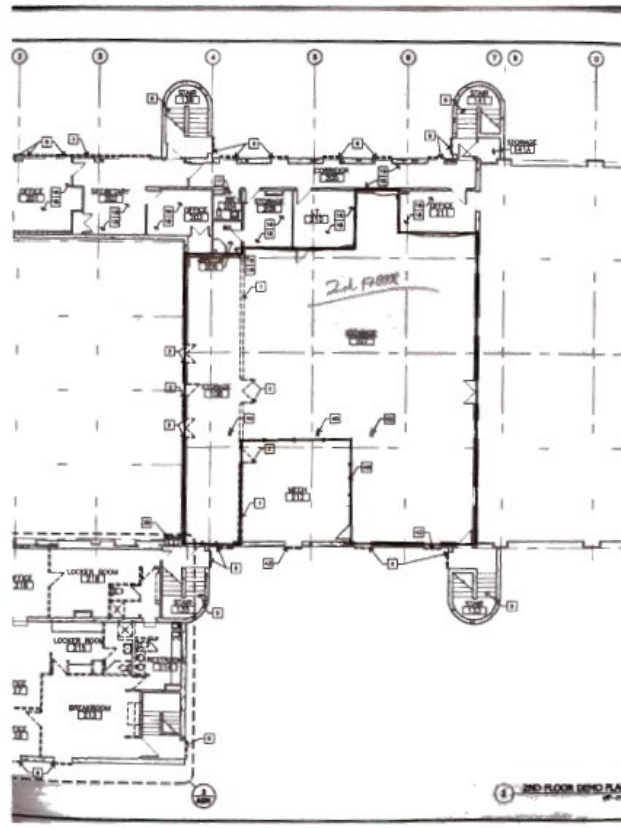


Exhibit "A" - Leased Property Description - Second floor
125 N. Paris Street

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See paragraph next page.

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This interior space is south and west of the maintenance bays in this building, on both 1st and 2nd floors. These are connected by stairs. This is a metal exterior building with a concrete floor. The first floor ceiling is 8 feet tall and second floor is 8 feet tall. There is approximately 20 feet of shelving 8 feet tall double sided within the space. The area being leased is estimated to be 1,000 square feet; as noted in the area outlined in the architectural drawings of the building.