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Lee Hammen

Ronald Klemp

Jason Wegand

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

TENTH ADDENDUM TO LEASE AGREEMENT

THIS TENTH ADDENDUM TO LEASE AGREEMENT (the "Tenth Addendum") is entered into this ____ day of _____ 2018 (the "Effective Date"), between Outagamie County ("County") and Gulfstream Aerospace Services Corporation a Delaware Corporation, as successor in interest to K-C Aviation, Inc. ("Company").

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement on October 9, 1980 (hereinafter the "Initial Lease"), providing for the lease from County by Company, of land and facilities situated in the State of Wisconsin, County of Outagamie, Town of Greenville, located at the Appleton International Airport; and

WHEREAS, the parties entered into an Addendum No. I to Lease, dated December 24, 1980 (the "First Addendum"); and

WHEREAS, the parties entered into an Addendum No. Two to Lease, dated March 25, 1988 (the "Second Addendum"); and

WHEREAS, the parties entered into an Addendum No. Three to Lease, dated January 26, 1989 (the "Third Addendum"); and

WHEREAS, the parties entered into a Fourth Addendum, dated October 22, 1996 (the "Fourth Addendum"); and

WHEREAS, the parties entered into a Fifth Addendum, dated March 19, 1997 (the "Fifth Addendum"); and

WHEREAS, the parties entered into a Sixth Addendum to Lease Agreement, dated July 26, 2005 (the "Sixth Addendum"); and

WHEREAS, the parties entered into a Seventh Addendum to Lease Agreement, dated March 31, 2009 (the "Seventh Addendum"); and

WHEREAS, the parties entered into an Eighth Addendum to Lease Agreement, dated February 1, 2013 (the "Eighth Addendum"); and

WHEREAS, the parties entered into a Ninth Addendum to Lease Agreement, dated April 1, 2014 (the "Ninth Addendum"); and

WHEREAS, County leases to Company 477,716 square feet of land, which is comprised of (i) 402,633 square feet of land (the "Main Facility Land"), (ii) a parking lot containing 57,350 square feet of land (the "Parking Lot I") and (iii) a parking lot containing 17,733 square feet of land (the

“Parking Lot 2”, collectively with the Main Facility Land and Parking Lot 1, the “Premises”); and

WHEREAS, the parties desire to incorporate this Tenth Addendum into the Initial Lease, First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, Sixth Addendum, Seventh Addendum, Eighth Addendum, and Ninth Addendum (collectively, the “Lease”); and

WHEREAS, the parties desire to amend the Lease in order to increase the square footage of the Premises leased from County by Company; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations of the parties contained in the Lease, County and Company agree to amend the Lease as follows:

AGREEMENTS:

1. The foregoing recitals are acknowledged to be accurate and are hereby incorporated by reference.
2. Capitalized terms used in this Tenth Addendum and not defined herein shall have the meanings given to such terms in the Lease. From and after the Effective Date, all references to the “Lease” in the Lease shall mean the Lease, as amended by this Tenth Addendum.
3. **Exhibits.** Exhibits A through F, will be eliminated in their entirety and replaced with the revised Exhibit A, attached hereto and made a part hereof.
4. **Premises.** The Premises shall increase 131,680 square feet to a total leasable area of 609,396 square feet, as more particularly described on the attached Exhibit A. From and after the Effective Date hereof, the Premises shall be comprised of:
 - (i) The Main Facility Land shall be reduced 3,270 square feet to a revised square footage of 399,363; and
 - (ii) Parking Lot 1, which remains 57,350 square feet; and
 - (iii) Parking Lot 2 shall increase 3,034 square feet to a revised square footage of 20,767; and
 - (iv) An additional 131,916 square feet of land shall be added to the Premises (the “Parking/Ground Land”).

For avoidance of doubt, adjustments to the square footage of the Premises are shown below:

Premises:	Premises Square Feet (prior to the Effective Date)	Increase/(Decrease) to the Premises (as of the Effective Date)	Premises Square Feet (as of the Effective Date)
Main Facility Land	402,633	(3,270)	399,363
Parking Lot 1	57,350	-0-	57,350
Parking Lot 2	17,733	3,034	20,767
Parking/Ground Land	-0-	131,916	131,916
Total Premises	477,716	131,680	609,396

5. **Rent.** Section 2 of the Ninth Addendum shall be deleted in its entirety and replaced with:

“Beginning on the Effective Date of the Tenth Addendum through March 31, 2019, Company shall pay \$0.111649356 per square foot for the Main Facility Land; Company shall pay \$0.112422015 per square foot for Parking Lot 1; Company shall pay \$0.2505924 per square foot for Parking Lot 2; and Company shall pay \$0.24 per square foot for the Parking/Ground Land. Total annual payments for the Premises is \$87,899.88, payable in equal monthly installments of \$7,324.99 as follows:

Premises:	Square Feet (“SF”)	Annual Rate per SF	Annual Rental Rate	Monthly Installment Rental Rate
Main Facility Land	399,363	.111649356	44,588.65	3715.72
Parking Lot 1	57,350	.112422015	6,447.40	537.28
Parking Lot 2	20,767	.2505924	5204.05	433.67
Parking/Ground Land	131,916	.24	31,659.84	2,638.32
		Total:	87,899.88	7,324.99

Rate increases for the Premises shall be calculated in accordance with the pricing formula in Section 4, RENTS, of the Initial Lease.”

6. **Counterparts.** This Tenth Addendum may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Tenth Addendum may be detached from any counterpart of this Tenth Addendum without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Tenth Addendum identical in form hereto but having attached to it one or more additional signature pages.


7. **Conflicts.** Except as expressly provided herein, the Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Tenth Addendum, the provisions of this Tenth Addendum shall govern and control.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2018.

OUTAGAMIE COUNTY

APPROVED AS TO FORM:

By: _____
Thomas Nelson
County Executive

By:  _____
Joseph Guidote
Corporation Counsel

By: _____
Jeff Nooyen
Board Chairperson

By: _____
Lori O'Bright
County Clerk

GULFSTREAM AEROSPACE SERVICES CORPORATION


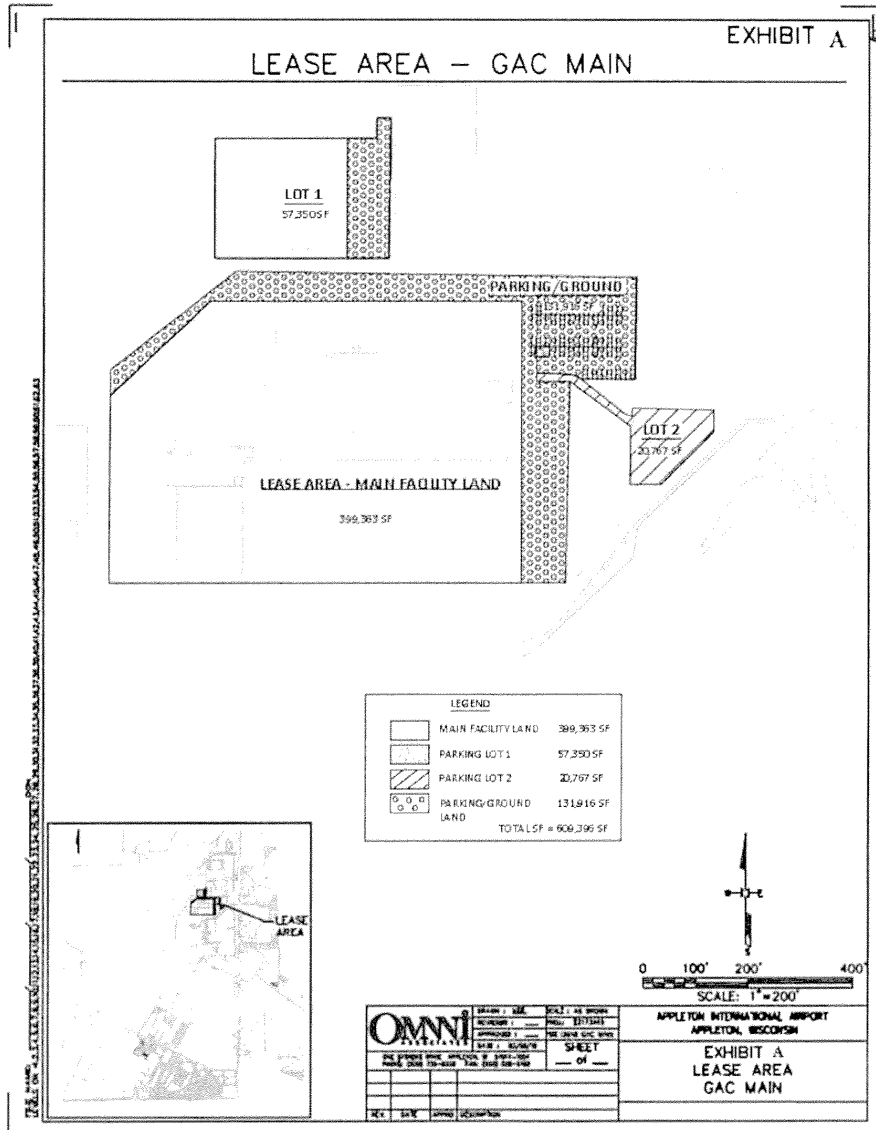
By:  _____
Name: James P. Whalen
Title: Authorized Representative

EXHIBIT A



OUTAGAMIE COUNTY FISCAL NOTE

INTRODUCTION: This form must be attached to any resolution or ordinance which contains a spending or revenue proposal. The form should be completed by an individual within the department initiating the resolution or ordinance with assistance from the Financial Services Department. Contact the Finance Director (1674), Controller (1675) or Staff Accountant (1681) for assistance. Once completed, forward a copy of the form to the Financial Services Department for their review. Financial Services will forward a reviewed copy of the fiscal note to Legislative Services.

1. **Subject:** Gulfstream Addendum to Lease Agreement

2. **Description:** This section must be completed for all fiscal notes. Briefly and concisely describe the request. State assumptions used and discuss any current year and long-term fiscal impacts. (A separate attachment can be used)

The Appleton International Airport and Gulfstream Aerospace Services Corporation desire to amend the Main hangar facility lease. The addendum will provide for adjustments to the original square feet of land not provided for in the original lease and subsequent addendums. The changes are as follows:

Location	Original Square Feet	Revised Square Feet	Increase/(Decrease)
Gulfstream Main Facility	402,633	399,363	(3,270)
Gulfstream Main Parking Lot #1	57,350	57,350	-0-
Gulfstream Main Parking Lot #2	17,733	20,767	3,034
Gulfstream Main Facility Additional Land leased	-0-	131,916	131,916
Total	477,716	609,396	131,680

The total square feet of land being leased for the Gulfstream Main Facility will increase from 477,716 square feet to 609,396 square feet. The increase in square feet will be leased at the same rates currently being charged for land per the lease agreement. This fiscal note will cover the net increase in land rent for the 7 month and 9 day period from May 23, 2018 through December 31, 2018.

Current Year Budget Impact (Check one or more of the following boxes)

Revenues Expenses (Cost) None

- 3. Is the specific cost or revenue included in the current year's budget? yes () no (X) partially () n/a ()
- 4. If the proposal requests additional spending, can the additional cost be absorbed within the current year's line item? yes () no () n/a (X)
- 5. Is the proposal to accept additional revenues only? yes (X) no ()
- 6. Does this request modify/adjust the current year budget? yes (X) no () To be determined
If no, skip to question 8 below.

7. Detail current year budget changes. Please list cost center name, line item, account number and either the increase or decrease amount. (Please note that all budget adjustments must balance. For example, an increase in an expenditure account must be offset by a decrease in another expenditure account or the contingency fund or an increase in a revenue account or other funding sources such as fund balance applied.)

COST CENTER NAME	LINE ITEM (i.e. Salaries, Supplies, Etc.)	ACCOUNT NUMBER INCLUDING COST CENTER (i.e. 1004100.5100, 1004100.5400, etc.)	INCREASE (DECREASE) AMOUNT
Rental Properties	Charges for Services	5000117.4467.18	19,489
Terminal	Fund Balance Applied	5000110.8955	(19,489)

Annual and Long-Term Impact

- 8. Is the above Increase/Decrease a nonrecurring one-time expense or revenue? yes () no (x) n/a ()
- 9. What is the anticipated annual and/or long-term cost or revenue impact? Annual Cost 0
Annual Revenue \$32,055

Fiscal Note Prepared by: Abe Weber/Katie Horan

For Financial Services purposes only

Reviewed By: [Signature] If expenditures are recorded in the financial system at a level of detail lower than the level 6 as shown above, indicate the specific account numbers and amounts below: