

OFFICE LEASE

This lease ("Lease") is made as of the 15th day of APRIL, 2017 (the "Execution Date"), between 201 LEXINGTON, L.L.C., as "Landlord", and Jackson County, Missouri as "Tenant."

For and in consideration of the rents, covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises (hereinafter defined) upon the following terms and conditions:

1. TERM.

The term of this Lease ("Term" or "Lease Term") shall be five (5) years, commencing as of the 15th day of April 2017 ("Commencement Date"), unless adjusted as hereinafter provided; and ending on the 14th day of April, 2022, unless sooner terminated as hereinafter provided.

2. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises, consisting of an area of approximately 4,551 square feet of net rentable space ("Premises" or "Leased Premises"), which shall be designated as Suite 200, located on the second floor in that building located at 201 West Lexington Avenue, Independence, Missouri ("Building") containing 18,972 total net rentable square feet and Tenant's proportionate share is twenty-four point three percent (24.3%).

3. RENT.

Tenant agrees to pay Landlord rent as follows:

A. Base Rent. Fifty-Six Thousand Eight Hundred Eighty-Seven and 50/100 Dollars (\$56,887.50) per year, payable in monthly installments in advance, due on or before the 15th day of each month, during the Lease Term according to the following schedule:

Months One thru Sixty: The monthly base rent ("Base Rent") shall be: \$12.50 per sq. ft. = Four Thousand Seven Hundred Forty and 62/100 Dollars (\$4,740.62)

B. Additional Rent. N/A

C. All Base Rent and Additional Rent (both Base Rent and Additional Rent are herein included in the term "Rent") due hereunder shall be due and payable on the fifteenth day of each month in U.S. dollars without notice or demand, both of which are hereby expressly waived; and without offset or counterclaim, except as herein specifically provided otherwise. Tenants pro rata share of any item under this Lease shall be that percentage which the net rentable square feet of space in the Leased Premises bears to the total net rentable square feet of space in the Building. All Rent shall be payable to 201 LEXINGTON L.L.C. at 308 West Maple Avenue, Suite 204, Independence, Missouri 64050 or at such address as Landlord may from time to time direct in the manner required hereunder for giving notice. If any Rent is not paid within five (5) days after the same is due, Tenant shall pay to Landlord a late payment fee to compensate

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COUNTY CLERK

4. USE.

Tenant agrees that it shall use the Leased Premises solely for general office use and for no other purpose without the Landlord's prior written consent. Tenant agrees that it will not do or permit anything to be done in or about the Leased Premises or in the Building which will in any way obstruct or interfere with the rights of any other tenant or occupant of the Building, or injure or annoy them or disturb their quiet enjoyment, or interfere with any services to be provided to any common areas or to any other tenant within the Building, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, or in any manner which might injure or tend to injure, impair or tend to impair, the character, reputation or appearance of the Building, or any part thereof or which may invalidate or increase the premium cost of any insurance carried on the Building. Tenant shall not commit waste in, on or about the Leased Premises or the Building.

5. SERVICES.

A. Landlord shall provide: (i) access to the Building during normal business hours ("Normal Business Hours") which shall be Monday through Friday, from 7:00 a.m. to 6:00 p.m., exclusive of nationally recognized holidays and (ii) appropriate elevator services for the Building during Normal Business Hours and at all other times shall provide what Landlord deems to be sufficient elevator service, subject always to reasonable security requirements, to permit Tenant reasonable access to the Leased Premises; (iii) heat, ventilation and air conditioning during Normal Business Hours at such temperatures and in such amounts as are considered reasonable by Landlord; (iv) electrical power to meet normal electrical power needs for normal office uses during Normal Business Hours including power for standard lighting or other lighting approved by Landlord as well as electrical consuming devices including typewriters, dictating equipment, calculating machines, personal computers, telephones and other machines of similar low electrical consumption; (v) security in the form of limited access to the Building during other than Normal Business Hours, in such form, as Landlord deems appropriate; (vi) reasonable janitorial services and normal trash removal two (2) times weekly minimum, exclusive of holidays.

B. If Tenant requests any additional services, Landlord may furnish such additional services to Tenant at Landlord's sole option, and at Tenant's sole cost and expense.

C. Landlord shall not be responsible or liable for any damage, loss or inconvenience resulting from failure to furnish any of the above services or any other services which Landlord agrees to provide. No failure to provide any such service or services shall constitute an eviction nor entitle Tenant to any reduction, offset, discontinuance or delay in the payment of any Rent or Additional Rent.

D. Tenant shall pay for the installation, use and maintenance of all its telephone and other communication services, subject to Landlord's right to direct and approve the location and method of installation of all wires and other equipment which are to be installed in the Building. Tenant shall have no right to install any portion of any such installation, other than normal wiring, outside of the Leased Premises.

6. REPAIRS, MAINTENANCE & ALTERATIONS.

A. Landlord agrees to maintain the structure, roof, exterior walls, exterior doors, exterior windows, public restrooms, elevators, all plumbing, heating, air conditioning and similar equipment, parking areas and the common areas of the Building.

B. Tenant shall make no alterations, improvements or changes to the Leased Premises or the Building or install any vending machines on the Leased Premises without Landlord's prior written

consent. Tenant shall be responsible for the Leased Premises and at Tenant's cost, shall keep it in a safe, neat and attractive condition. Tenant shall also pay for the repair and maintenance during the Lease Term of all special equipment or improvements installed in the Leased Premises.

C. Tenant shall not contract for any work or service which might interfere with Landlord's employees, agents or contractors doing work or performing services for the benefit of the Building or the Leased Premises. Any and all alterations to the Leased Premises shall become the property of Landlord upon termination of this Lease (except for movable equipment or furniture owned by Tenant), provided, however, that Landlord may solely at its option, require Tenant to remove at the end of the Lease Term, any and all leasehold improvements designated by Landlord and all fixtures, equipment and other property installed on or in the Leased Premises by Tenant and to thereafter restore the Leased Premises to the condition required herein.

7. LIENS.

Tenant shall not under any circumstances permit any mechanics', materialmen's, laborers' or other liens to be placed upon the Leased Premises or the Building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Leased Premises or the Building. In the event any such lien is attached to the Leased Premises or the Building, Tenant shall immediately cause such lien to be released.

8. ASSIGNMENT & SUBLETTING.

Tenant shall not sell, assign, transfer or encumber this Lease, or any interest herein, voluntarily or involuntarily, by operation of law or otherwise, or sublet the Leased Premises or any part thereof, or allow any other occupant to come in, with or under Tenant, or use or occupy any portion of the Leased Premises, without in every instance, first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. If Tenant shall request Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Leased Premises, Tenant shall first pay to Landlord the sum of \$100.00 as costs incurred in considering and evaluating such request, and shall also submit to Landlord with such request, the name of the proposed assignee or subtenant, such information concerning its business, financial responsibility and standing as Landlord may reasonably require, and a complete disclosure of all consideration to be paid for and the effective date of the proposed assignment or subletting. Upon receipt of such request and all such information by Landlord, Landlord shall have the right, exercisable by notice in writing to Tenant within five (5) business days thereafter, (i) if the request is for an assignment or a subletting of all the Leased Premises, to cancel and terminate this Lease; or (ii) if such request is to sublet a portion of the Leased Premises only, to cancel and terminate this Lease with respect to such portion. If Landlord exercises its rights hereunder, the effective date of such cancellation shall be set forth in Landlord's notice to Tenant, but such date shall not be earlier than the effective date of the proposed assignment or subletting nor later than sixty (60) days thereafter. Further, Tenant shall continue to pay to Landlord all Rent as herein otherwise provided, until the effective date of such cancellation, on which date Tenant shall surrender to Landlord, possession of the Leased Premises or the portion thereof subject to such cancellation. If this Lease shall be canceled as to a portion of the Leased Premises only, then Tenant's obligations to pay Rent as herein otherwise provided, shall be abated proportionately from and after the effective date of such cancellation, and Tenant shall pay to Landlord all costs incurred to construct a demising wall separating the canceled portion from the remainder of the Leased Premises.

If Tenant requests Landlord's consent to an assignment or subletting of this Lease, and if Landlord elects to consent thereto, an amount equal to the total of (i) all costs and fees incurred by

Landlord in implementing such assignment or subletting including reasonable attorneys' fees, and (ii) any consideration other than Rent paid Tenant by the assignee or subtenant for or in connection with such assignment or subletting shall be payable forthwith by Tenant to Landlord as Additional Rent.

9. CONSTRUCTION OF IMPROVEMENTS.

See paragraph 37, Landlord's Work.

10. ACCEPTANCE OF LEASED PREMISES.

Prior to Tenant's taking possession of the Leased Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises (and the condition of completion and workmanship of any tenant improvements which Landlord is required to construct in the Premises pursuant to this Lease). Except as is expressly set forth in this Lease, Tenant agrees to accept the Leased Premises in its "as is" said physical condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same, subject to punchlist items and latent defects). No representations respecting the condition of the Leased Premises or the Building have been made by Landlord to Tenant other than as may be contained herein.

11. COMPLIANCE WITH APPLICABLE LAWS & INSURANCE REQUIREMENTS.

A. Tenant, at Tenant's expense, shall comply with all present and future laws, ordinances, orders, rules, regulations, and other governmental requirements of all federal, state, county and municipal authorities relating to the use, condition or occupancy of the Leased Premises, including, but not limited to the Americans with Disabilities Act and the Clean Air Act, and all rules, orders, regulations and requirements of any board of fire underwriters or insurance service office or any other similar body, having jurisdiction over the Building.

B. Tenant shall not do or commit, or permit to be done or committed, any act or thing which might cause any policy or policies of insurance written in connection with the Building or the property therein, to become void or suspended or which might cause the insurance risk on the Building, or the property therein, to be rendered more hazardous or otherwise increase the rate of premium for any such insurance over the rate in effect on the Commencement Date. Tenant shall pay to Landlord on demand as Additional Rent, the amount of any increase in premiums for the Building caused by any breach of this covenant.

12. LIABILITY AND SELF-INSURANCE OF TENANT.

Landlord shall not be liable to Tenant for any loss or damage to any person or property, including the person and property of Tenant, its employees, agents, servants, invitees or guests, occasioned by theft, the acts of any other Tenant or the acts of any employee or agent of any other Tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, mob actions, bombing, explosion, war, court order, latent defects, requisition or order of government authority, the construction, repair, maintenance or alteration on any part, improvement of the building as a whole, or any other cause not due to Landlord's willful act or gross negligence.

Tenant shall indemnify Landlord and save it harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at, or from the Premises of the occupancy or servants, invitees or guests. If Landlord shall be made a party to any action commenced against Tenant, the Tenant shall protect and

hold Landlord harmless and shall pay all costs, expenses and attorneys' fees incurred by Landlord as a result of an injury alleged to have occurred on the Premises.

Landlord shall throughout the term of this Lease, maintain fire and extended coverage insurance on the Premises in an amount equal to the full insurable value thereof, subject to any allowances for coinsurance rating provisions utilized by Landlord. Landlord shall also carry owner's public liability and property damage insurance coverage on the Premises with limits not less than \$1,000,000 combined single limits. Subject to the provisions hereof, all such insurance shall be for the sole benefit of the

Landlord and under its sole control. Landlord recognizes that Tenant is a self-insured governmental entity, and that Tenant, at Tenant's cost and expense, may maintain comprehensive general liability insurance with contractual and cross liability coverage protecting and indemnifying Landlord and Tenant against any and all claims of liability for injury or damage to person or property for the loss of life or of property occurring upon, in, or about the Premises, and the public portions of the building caused by, or resulting from, any act of omission (in whole or in part) of Tenant, its employees, agents, servants, invitees or guests; any such insurance to afford minimum protection during the term of this lease, or not less than \$1,000,000 for personal injury to any one person including death to more than one person arising out of any one occurrence and not less than \$1,000,000 with respect to property damage.

Any such insurance shall be effected under valid and enforceable policies; shall be issued by insurers of recognized responsibility and authorized to do business in the state; shall name the Landlord as an additional insured and shall contain a provision whereby the insurer agrees not to cancel without thirty (30) days prior written notice to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with certificates of self-insurance or certificates evidencing the aforesaid Tenant's insurance coverage, together with evidence of payment of the premium and renewal policies of certificates therefore shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was therefore furnished. Notwithstanding the fact that any liability of Tenant to Landlord may be covered by Tenant's insurance or self-insurance, Tenant's liability shall in no way be limited by the amount of its insurance recovery. Landlord hereby waives all claims for recovery from Tenant for any loss or damage to Landlord or its property insured under valid and collectible insurance policies in the extent of the proceeds collected under such insurance policies; provided, however, that this waiver shall be effective only as allowed by the applicable insurance policy of Landlord. All merchandise and property in or about the Premises shall be at Tenant's risk, and Tenant does hereby now and forever release Landlord from any claims for damages thereto or any of same however caused.

13. LANDLORD'S USE OF BUILDING.

Landlord reserves the exclusive right to use the Building of which the Leased Premises is a part, and every part thereof, except the interior of the Leased Premises, for promotional purposes. Landlord reserves the right at all reasonable times to enter and be upon the Leased Premises for the purpose of examining same, to show the same to prospective purchasers and mortgagees, for cleaning, and to evaluate the need for repairs, alterations, additions, installations and removals as Landlord may deem proper or useful for serving the Leased Premises or the Building, and to enter and be upon the Leased Premises, through its agents, employees and contractors, at all reasonable times to repair, maintain, alter, improve and remodel the Leased Premises or the Building, or carry out any provision of this Lease. Tenant shall not be entitled to any compensation, damages, abatement or reduction in Rent on account of any such repairs, maintenance, alterations, improvements, remodeling or entry upon the Leased Premises as herein permitted. For a period of six (6) months prior to the expiration of this Lease, Landlord shall have the right to enter upon the Leased Premises at all reasonable times and exhibit the same to prospective tenants.

14. DAMAGE OR DESTRUCTION.

A. If the Leased Premises or the Building is materially damaged by fire or other casualty so that all or any portion of the Leased Premises is untenantable, even if the Leased Premises are not actually damaged, Landlord may, at its option, elect by written notice to Tenant either to repair or restore to same or terminate this Lease as of the date of such damage or destruction.

B. If Landlord does not terminate this Lease as provided under Paragraph A above, Landlord shall repair or restore the Leased Premises and/or the Building as promptly as reasonably possible and this Lease shall remain in full force and effect during the making of such repairs, except that if such loss or damage was not caused in whole or in part by the negligent act of Tenant or its Invitees, Rent shall be reduced in the proportion that the untenantable square foot area of the Leased Premises bears to the total square foot area of the Leased Premises, and such reduction shall continue until the damaged or destroyed portion of the Leased Premises is ready for occupancy. The foregoing provisions to the contrary notwithstanding, Landlord's obligation to repair, replace and restore the Leased Premises shall never exceed the scope of the work required to be done by Landlord at its cost in originally constructing the Leased Premises based on the Tenant Improvement Budget.

15. CONDEMNATION.

A. If the whole of the Leased Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall automatically terminate as of the date that possession shall be taken by or given to the condemning authority.

B. If only a portion of the Leased Premises or the Building of which it is a part or the site upon which it is located shall be so taken, or if any or all of the common areas comprising the Building are so taken, Landlord, at its option, may terminate this Lease as of the date that possession shall be taken by or given to the condemning or acquiring authority, upon giving written notice of termination to Tenant. If this Lease is not terminated, in connection with any condemnation or sale in lieu of condemnation as hereinbefore provided, all of the terms of this Lease shall continue in effect, provided however, that if any portion of the Leased Premises has been taken, then the Rent, or a fair and just proportion thereof, according to the nature and extent of the taking of the Leased Premises, shall be suspended or abated.

C. All compensation awarded or paid upon a total or partial taking of the Leased Premises or the Building shall belong to and be the property of Landlord without any participation by Tenant.

16. ABANDONMENT.

If Tenant shall vacate or abandon the Leased Premises or if Tenant should refuse or fail to take possession of the Leased Premises at the Commencement Date, Tenant shall be deemed to be in Default hereunder, and Landlord shall have the right to enter upon the Leased Premises and exhibit it to prospective tenants without notice, and to exercise all of Landlord's rights provided hereunder in event of a Default hereunder. Upon abandonment by Tenant, all personal property within the Leased Premises shall become property of Landlord, and Landlord may elect to retain or dispose of said personal property at Landlord's sole discretion. Should Landlord elect to dispose of said personal property, then the cost of disposal shall be first credited against any Security Deposit and then the remainder of any disposal fees shall be paid by Tenant within ten (10) days of receipt of Landlord's invoice.

17. PARKING.

Six (6) reserved parking spaces will be provided in the lot immediately South of the drive-thru bank for use by County employees as assigned by Tenant. Snow removal will be provided for that lot by Landlord at Landlord's expense.

18. DEFAULT.

Any failure by Tenant to (i) pay any sum of money due hereunder or (ii) perform or comply with any other covenant or agreement herein contained, including, but not limited to, the Rules and Regulations, as may be modified from time to time (all of which shall be deemed to be material hereunder) and which failure shall continue for a period of ten (10) days after written notice thereof is given Tenant shall constitute a default under this Lease (" Default"). At any time thereafter while such Default continues to exist, Landlord may, at its option: (i) terminate this Lease; (ii) cure such Default, and Tenant shall be indebted to Landlord for all amounts so paid or advanced and all costs and expenses incurred in connection therewith, such indebtedness to be payable on demand as Additional Rent; or (iii) without terminating this Lease, re-enter, take possession of the Leased Premises and remove all persons and property therefrom (any property so removed may be stored in a public warehouse or elsewhere at the cost of, at the sole risk of loss of and for the account of Tenant), all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby.

Upon any reletting all rentals shall be applied first to the payment of any costs and expenses of such reletting, including brokerage fees, attorneys' fees and cost of any alterations and repairs which Landlord, in its sole judgment, deemed necessary in connection with such reletting (if leased in whole or in part with other space in the Building, all such costs and expenses shall be allocated on a square foot basis); second to the payment of any indebtedness other than Rent due hereunder, from Tenant to Landlord; third to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the Rent to be paid during said month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord monthly. No such re-entry or, retaking of possession by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without terminating this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Should this Lease be terminated at any time due to Tenant's Default, Tenant shall immediately surrender possession of the Leased Premises to Landlord without further demand, and Landlord, in addition to any other remedies it may have, may recover from Tenant all damages it may incur by reason of such breach, including the costs of recovering the Leased Premises, reasonable attorneys' fees, and the worth at the time of such termination of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the stated Term, all of which amounts shall be immediately due and payable from Tenant to Landlord as Additional Rent.

19. AGENCY; BROKERAGE COMMISSIONS.

Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than McClain Brothers Real Estate. Tenant hereby indemnifies and does hereby agree to hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a

commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this paragraph shall survive the termination of this Lease.

20. SPRINKLERS.

If there now is or shall be installed in the Building a "sprinkler system", and such a system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of the Tenant or its Invitees, the Tenant shall immediately notify Landlord in writing, and, within a reasonable period after Landlord's receipt of such notice, Landlord shall have the sprinkler system restored at Tenant's expense, which costs Tenant shall immediately pay as Additional Rent. Any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied due to Tenant's lease of the Leased Premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance in the fire insurance rate for a sprinkler system, Landlord shall, at the Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment, all of which Tenant shall pay as Additional Rent.

21. RIGHTS & REMEDIES.

The rights and remedies of Landlord hereunder and any others provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy. A waiver by Landlord of any Default, breach or failure of Tenant to comply with this Lease shall not be construed as a continuing waiver thereof or as a waiver by Landlord of its right to enforce the terms of this Lease in the event of any subsequent default, breach or failure of Tenant to comply with this Lease.

22. ATTORNEYS' FEES & COSTS.

In case suit shall be brought for recovery of possession of the Leased Premises, or because of the breach of any other covenant or agreement herein contained or for an interpretation of any provision of this Lease, or for any other reason involving this Lease, all expenses incurred by the prevailing party, including reasonable attorneys' fees, shall be paid by the other party.

23. MEMORANDUM OF LEASE.

Landlord may record this Lease, or a memorandum hereof, at any time, at Landlord's option. Tenant shall not record a memorandum of this Lease at any time, without Landlord's prior written consent.

24. RIGHT TO CHANGE BUILDING NAME.

Landlord reserves the right to change the name of the Building of which the Leased Premises is a part, upon not less than thirty (30) days' notice to Tenant, and Landlord shall not be liable to Tenant for any loss or expense because of such name change.

25. SUBORDINATION.

This Lease shall automatically be subject and subordinate to all existing or future mortgages or deeds of trust placed by Landlord on the Building of which the Leased Premises is a part.

26. ESTOPPEL CERTIFICATE.

Within ten (10) days after Landlord's written request therefor, Tenant shall without charge, execute a written instrument addressed to Landlord or to any other person, firm or corporation specified by Landlord, certifying that this Lease is valid and in full force and effect, and any other reasonable certifications requested by Landlord or its lender. Such request may be made by Landlord at any time and from time to time during the Lease Term.

27. LIMITED LIABILITY OF LANDLORD.

The liability of Landlord and each of its successors for any default by Landlord (or its successors) under the terms of this Lease shall be limited to such claims and causes of action which accrue during Landlord's and each of its successor's respective ownership of the Building, and then shall be limited only to the interest of Landlord from time to time in the Building.

28. TRANSFER OF TENANT.

Landlord shall have the right to transfer the Tenant to other premises within the Building so long as the premises to which Tenant is transferred shall contain net rentable square footage not less than the net rentable square footage in the Leased Premises, and have tenant improvements similar to or better than the existing tenant improvements in the vacated space, as determined by Landlord. Tenant's occupancy of any premises to which Tenant may be transferred shall be under all the covenants and agreements of this Lease and at the same Rent as herein otherwise provided. Landlord may exercise its rights hereunder at any time and from time to time during the Term of this Lease by giving written notice of the exercise thereof to Tenant at least sixty (60) days prior to that date upon which Tenant is to be transferred. If Landlord exercises its rights hereunder, Tenant shall be reimbursed for reasonable costs and expenses incurred by Tenant in connection with such transfer.

29. PEACEABLE SURRENDER.

Upon termination of this Lease, Tenant shall peaceably quit and surrender to Landlord the Leased Premises, broom clean, in good condition and repair, ordinary wear and tear and damage by fire or other insured casualty excepted, together with all improvements constructed by Tenant thereon. Tenant's obligation hereunder shall survive the expiration or other termination of the Lease Term.

30. HOLDING OVER.

In the event Tenant or any of its successors in interest hold over the Leased Premises, or any part thereof, upon expiration or other termination of this Lease or in the event Tenant continues to occupy the Leased Premises after the termination of Tenant's right of possession, unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy at will, and in such event Tenant shall pay hundred and twenty-five percent (125%) Rent for all the time Tenant retains possession of the Leased Premises, or any part thereof, after the termination of this Lease, and in addition Tenant shall pay all consequential damages, including legal fees, suffered by Landlord because of such holding over.

31. QUIET ENJOYMENT.

Upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, Tenant may peaceably and quietly enjoy the Leased Premises without hindrance or molestation by anyone claiming by, through or under the

Landlord, subject, nevertheless, to the terms and conditions of this Lease, and to any ground leases, underlying leases, mortgages, laws, regulations, covenants, restrictions and easements affecting title to the Building, the land upon which the Building is situated.

32. NOTICE.

Any notice permitted, provided for or required under this Lease must, unless otherwise expressly provided in this Lease, be in writing, and shall be given or served by depositing the same in the United States mail, postage prepaid, registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party with written acknowledged receipt, or by overnight delivery, when appropriate, addressed to the party to be notified at the address set forth below or such other address, notice of which has been given to the other party. Any such notice shall be effective as of the date it is so delivered; mailed or sent by overnight delivery. If directed to Landlord, it shall be addressed to Landlord at the Building. If directed to Tenant, it shall be addressed to Tenant at the Leased Premises.

33. RULES & REGULATIONS.

Tenant agrees to abide by all rules and regulations for tenants in the Building, as the same now exists and as they are established and modified by Landlord from time to time. Landlord reserves the right to establish, modify and enforce additional reasonable and nondiscriminatory rules and regulations for the Building, the parking areas and common areas serving the Building, and Tenant agrees to comply with and abide by all such rules and regulations as they exist from time to time.

34. MISCELLANEOUS PROVISIONS.

A. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

B. Authority. Each person executing this Lease for or on behalf of any party, in so doing, individually represents and warrants to the other party hereto, that such person has the actual and legal authority to bind such party for whom such person purports to be executing this Lease.

C. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the Building is located.

D. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant, Landlord or Tenant as the case may be, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant, as the case may be. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent or the prompt payment of any other sum required by the terms of this Lease.

E. Time of Performance. Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

F. Effect of Delivery of this Lease. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option. This Lease shall not be binding and effective until at least a single (1) copy executed by Tenant is delivered to, accepted and executed by Landlord. Receipt of a faxed signature of Tenant and Landlord shall be sufficient to make this Lease binding and enforceable.

G. Index and Headings; Copies. The Index and Section headings of this Lease are for convenience only and shall not limit or define the meaning or content of this Lease or any Section hereof. This Lease is being executed in five (5) copies, each of which shall be deemed an original.

35. INTEGRATED AGREEMENT.

This Lease, including the Addendum, all attached Exhibits and Amendments (if any), contains and constitutes the entire agreement between Landlord and Tenant relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties to this Lease relating to the subject matter of this Lease.

36. OPTION TO RENEW

Tenant shall have the option to renew this Lease for two years immediately following the initial term at the same terms and conditions with 60 days' written notice to Landlord prior to the end of the initial Lease term.

37. LANDLORD'S WORK

Tenant has provided Landlord with a list of maintenance requests (attached as Exhibit A) which are currently being remedied. Landlord agrees to replace carpet and paint walls according to the schedule attached as Exhibit B.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this Lease to be executed in three (3) originals, as of the Execution Date.

TENANT: JACKSON COUNTY, MISSOURI

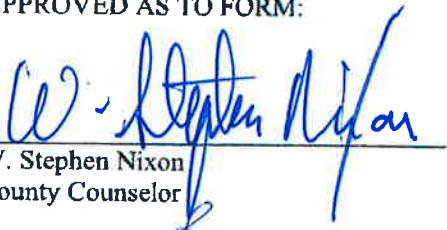
LANDLORD: 201 LEXINGTON, LLC

By 
Q. Troy Thomas
Chief Financial Officer

By 
Phycio Branstedt, Agent
Owner / Agent

APPROVED AS TO FORM:

ATTEST:


W. Stephen Nixon
County Counselor

By 
Mary Jo Spino
County Clerk

DATE: June 7, 2017

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$40,453.29 which is hereby authorized.

Funds for future years are subject to appropriation in the then current annual County Budget.

June 5, 2017
Date



Chief Financial Officer
Account No: 001-1208-56620 - \$16,181
002-1222-56620 - \$24,272
12222017002

Exhibit A
Maintenance Issues

Temperature control needed throughout office.
Leak in ceiling in Resource Office
Ceiling tiles need replaced in various areas throughout
Light bulbs need replaced in various areas throughout
Grinder pump under sink needs to be serviced
Replace broken window in Legislator Galvin's office

**Exhibit B
Improvements**

Install garbage disposal under sink

Replace carpet and paint in high traffic areas on the East side in Year One of Lease

Replace carpet and paint in high traffic areas on the West side in Year Two of Lease

Replace carpet in offices as needed in Year Three of Lease