OFFICE LEASE ADDENDUM

WHEREAS, D. Varalli Enterprises, LLC d/b/a Towne Square Professional Building, as Landlord, and Jackson County, Missouri, as Tenant, entered into an Office Lease Agreement dated October 9, 2008, for the following described premises: 201 W. Lexington (all rentable area on the second floor except the Northwest corner office area known as Suite 202 as shown in Exhibit A), Independence, Missouri; and,

WHEREAS, by Resolution 17201, dated March 8, 2010, the Jackson County Legislature did authorize the exercise of a first right of refusal to acquire the additional office space located at the Northwest corner of the second floor; and,

WHEREAS, by Resolution 17625, dated July 11, 2011, the Legislature did authorize a nineteenmonth extension to the Lease Agreement from March 13, 2011, through October 14, 2012; and,

WHEREAS, by Resolution 18007, dated October 29, 2012, the Jackson County Legislature did authorize a twenty-four month extension to the lease agreement from October 14, 2012, through October 13, 2014; and,

WHEREAS, said Landlord and Tenant wish to extend the Office Lease agreement in the manner and to the extent hereinafter set forth; now therefore,

EXCEPT as herein modified all of the remaining terms, covenants, and conditions of the Office Lease Agreement dated October 9, 2008, shall remain the same and are incorporated herein by reference along with this Addendum.

BASIC PROVISIONS:

- 1.3. "Premises": Approximately <u>4,551</u> square feet, (all rentable area on the second floor) known as Suite 200, of a portion of the building located at 201 W. Lexington in Independence, Missouri. The property presently is under a Chapter 353, RSMo., tax abatement.
- 1.4 "Tenant Percentage": Total rentable area in the above building is 18,762 square feet, and Tenant's proportionate share is 24.3 percent (known as Tenant's Percentage).
- 1.5 "Lease Term": Effective October 14, 2014, the lease term is to be extended as follows: a period of twenty-four (24) months commending on October 14, 2014, (the "Commencement Date") and ending on October 13, 2016, (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement. A Lease Term Year will run from the original commencement date in October 2014 to the next October.
- 1.6 "Base Rent": \$49,869.24 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:

October 14, 2014, through October 13, 2016, at the rate of \$10.96 per sq. ft. = \$4,155.77/mo.

Month 1 (prorated) October 14 th through 30 th	\$2,356.32
Month 2 through 23	\$4,155.77
Month 24 (prorated October 1st through 13th	\$1,799.45



Rent shall be paid to Landlord or the Agent of the Landlord at P.O. Box 1188, Independence, Missouri 64051, or at such other place, as Landlord shall designate.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused this instrument to be executed in three (3) originals, on the day of 2014.

TENANT: Jackson County, Missouri

LANDLORD: <u>Towne Square Professional</u>

Building

O Troy Thomas

Finance & Purchasing Director

Owner / Agent

Approved as to form:

ATTEST:

W. Stephen Nixon County Counse or

DATE: 10/9/14

Mary Jo Spind County Clerk

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 \$10,668.00 which is hereby authorized.

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

October 3,2014

Director of Finance and Purchasing

Account No: <u>001-1208-56620 - \$4,066</u>

<u>002-1222-56620 - \$6,602</u>

PC 1222014002