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 and execution of an addendum to the Office Lease for the purpose of acquiring additional office space for use by the County; and,

WHEREAS, said Landlord and Tenant wish to amend 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.

BASIC PROVISIONS:

- 1.3. "Premises": Approximately 718 square feet known as Suite 202, a portion of the building located at 201 W. Lexington in Independence, Missouri is added to the 3,833 square feet that is currently leased by the Tenant. 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 March 13, 2010 the above listed 718 square feet are added to the thirty-six month lease which commenced on October 13, 2008, (the "Commencement Date") and ends on October 13, 2011, (the "Expiration Date"), unless sooner terminated in accordance with the provisions of the Office Lease agreement. A Lease Term Year will run from the original Commencement date of October 13, 2008 for twelve (12) consecutive months
- 49,869. 24 Dev 1.6 "Base Rent": \$42,000.00 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:

March 13, 2010 through October 14, 2011, at the rate of \$10.96 per sq. ft. = \$4,155.77

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 <u>lat</u> day of <u>April</u> 2010.

By Carrier By Carrier

William G. Sayder, County Counselor

By Mary Jo Spino County Clerk

wary Jo Spino, County Clerk

This Lease Amendment contains One (1) page.

MARY JO SPINO 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 \$________, which is hereby authorized.

<u>April 6, 2010</u>
Date

Director of the Department of Finance Acct. No. 001 1208 6420

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