

## COMMERCIAL FULL SERVICE OFFICE LEASE

THIS LEASE is made as of \_\_\_\_\_, 2021, between Arghom, LLC ("Landlord"), with an address of P.O. Box 10750, Kansas City, MO, 64188 and Jackson County, Missouri ("Tenant"), with an address of 415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106, who hereby agree as follows:

1. PREMISES. Subject to the covenants and conditions of this Lease. Landlord leases to Tenant, and Tenant leases from Landlord, the premises on the ground floor (the "Premises") in the building commonly known and numbered as 300 E. 12<sup>th</sup> Street (the "Building") in the City of Kansas City, County of Jackson, State of Missouri and further described as: 3,280 Square Feet, together with the right of ingress and egress and the non-exclusive use of common areas, if any.

2. USE OF PREMISES. The Premises shall be used for general office purposes and for no other purposes without the prior written consent of Landlord. Tenant and its employees, agents, customers and invitees shall at all times fully comply with all (i) zoning, building code, fire code and other laws, ordinances, regulations and public requirements, and (ii) all rules and regulations adopted by Landlord or the Property Manager for the Building, which may be changed from time to time (a current copy of which are attached hereto as Exhibit "C"). In no event shall Tenant, its employees, agents, customers or invitees, use the Premises for any illegal activity. The Premises shall not be used for any retail business or other business which caters to the general public or which would cause an unusual amount of vehicular or pedestrian traffic through or at the Building, or which would cause a substantial increase in usage of the Common Areas. Tenant shall store no items outside the Premises. Tenant shall not create or permit any nuisance or waste, or interfere with other Tenants in their enjoyment of their Premises or interfere with Landlord in the maintenance and operation of the Building. Tenant shall obtain all necessary licensing and registrations for its use and operation of the Premises, and shall pay when due all applicable license and registration fees. Landlord shall have no responsibility whatsoever for obtaining or paying for the same. To the extent permitted by Missouri law, Tenant shall defend and indemnify Landlord from any liability or expense resulting from Tenant's failure to comply with the terms of this Section.

3. TERM. The Term of this Lease (the "Term" or the "Original Term") is for nine (9) years and three (3) months, commencing on the First (1<sup>st</sup>) day of October, 2021, and ending on December 31, 2030 (the "Termination Date"). The Original Term shall also include that portion of calendar year 2021 beginning as of the date the Premises are delivered to Tenant for occupancy (the "Commencement Date") and ending December 31, 2021. Upon Landlord's request, Tenant will execute a Memorandum of Lease Term Commencement.

4. RENT PAYMENTS. (a) Basic Rent. Tenant shall pay rent in monthly installment over the Term of this Lease. The monthly rent installment due October 1, 2021 of Seven Thousand Thirty-Eight and 33/100ths (\$7,038.33) shall be paid at the execution of this Lease and all subsequent monthly rent installments shall be due on the first day of each succeeding month during the Term. The amount of each monthly rent installment shall be as follows:

\*Occupancy Date – December 31, 2021:\$7,038.33 per month (\$21,115.00/year)  
January 1, 2022 – December 31, 2022: \$25.75/SF (\$84,460.00/year)  
January 1, 2023 – December 31, 2023: \$26.25/SF (\$86,100.00/year)  
January 1, 2024 – December 31, 2024: \$26.75/SF (\$87,740.00/year)  
January 1, 2025 – December 31, 2025: \$27.25/SF (\$89,380.00/year)  
January 1, 2026 – December 31, 2026: \$27.75/SF (\$91,020.00/year)  
January 1, 2027 – December 31, 2027: \$28.25/SF (\$92,660.00/year)  
January 1, 2028 – December 31, 2028: \$28.75/SF (\$94,300.00/year)  
January 1, 2029 – December 31, 2029: \$28.75/SF (\$94,300.00/year)  
January 1, 2030 – December 31, 2030: \$28.75/SF (\$94,300.00/year)

\*Estimated Occupancy Date is October 1, 2021

Each monthly installment is due payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing.

(b) Additional Rent. Tenant shall pay as Additional Rent its Proportionate Share (49.52%) of the Operating Expenses of the commercial space in the Building which exceeds the Operating Expenses incurred during the Base Year (2021). If the Premises are expanded or reduced, the Proportionate Share shall be recalculated accordingly. The term "Operating Expenses" shall mean: all Building expenses, costs and disbursements of every kind for the ownership, management, operation, repair, maintenance, security and monitoring of the Building ("Building Activities"), including without limitation: (i) the costs of all personnel engaged in Building Activities (exclusive of Landlord's executive personnel), including all wages, salaries, fees, employee benefits and taxes or other costs relating thereto (if personnel are working at more than one property, the personnel costs shall be prorated among the properties on an equitable basis); (ii) all supplies and materials used in Building Activities; (iii) all costs of third-party contractors or vendors relating to Building Activities, including without limitation janitorial service, trash and snow removal, lawn services, security or monitoring services, parking area monitoring and maintenance; (iv) all insurance costs including costs of casualty and liability insurance on the Building and its systems, equipment and furnishings, business interruption insurance, and other insurance required by any mortgagees or deed of trust lenders; (v) all taxes, assessments and other governmental charges (whether federal, state or local) relating to the Building or Building Activities, including costs related to efforts to obtain any reductions in any such taxes, assessments or charges (Tenant waives any right to protest or appeal any such taxes, in favor of Landlord's right to do so), and also including any taxes which may be hereafter imposed on rents (other than Landlord's ordinary income taxes); (vi) all costs of repairs, replacements and maintenance of the Building and its systems, equipment and furnishings; (vii) the costs of those capital improvements which (although capital in nature) are designed to or which may result in a reduction in the normal operating costs of the Building, or which are required by the enactment of laws, ordinances or regulations and which enhance the Building for the general use of Tenants and their employees and guests (regardless of the period of time over which such expenses may be depreciated or amortized); (viii) the management fee due the Property Manager; and (ix) the fair rental value of the leasing and management offices on or adjacent to the Building. The term "Operating Expenses" shall not include capital expenditures other than as described above; the costs of repairs or replacements for which Landlord is reimbursed by insurance proceeds; the costs of repairs or alterations solely attributable to Tenants other than Tenant; interest, amortization or other payments on loans to Landlord; depreciation of the Building; legal and accounting expenses not incurred for the

general benefit of Building Tenants; expenses of improving vacant spaces or other Tenant spaces for occupancy by Tenants; and Federal, state and local income taxes of Landlord. If at least ninety-five percent (95%) of the rentable area of the Building is not occupied during any particular year, then for purposes of this Lease the Operating Expenses for that year shall be increased to the amount which Landlord reasonably anticipates would have been incurred had the Building been ninety-five percent (95%) occupied. Tenant shall also pay to Landlord as additional rent all "Assessments" which are assessed against and become due with respect to the Premises during the Original Term and any Renewal Term.

(c) Estimated Operating Expenses. By April 1 of each year, Landlord shall send to Tenant a statement showing the Landlord's estimated Operating Expenses for the then current year, and the Tenant's share thereof, based upon its Proportionate Share. Tenant shall pay 1/12th of its Proportionate Share (49.52%) of the Operating Expenses with each monthly payment of Basic Rent during the year. The statement shall also show the actual Operating Expenses for the previous year, as compared to the amount of Operating Expenses which Landlord had previously estimated for the year. If the statement shows that Tenant paid more than its Proportionate Share of the actual Operating Expenses for the preceding year, then Tenant shall receive a credit against its lease payment(s) next due and owing, until the excess is eliminated. Landlord's failure to deliver the statement by April 1 of each year shall not eliminate or waive Tenant's obligation to pay its share of Operating Expenses. If the statement shows that Tenant paid less than its Proportionate Share of the actual Operating Expenses for the preceding year, then Tenant shall pay the shortfall amount within twenty (20) days of the date of the statement, as Additional Rent. Following its receipt of the statement, Tenant shall (if it is not in default) have the option of auditing and/or inspecting Landlord's books and records relating to Operating Expenses, upon prior notice to Property Manager and during ordinary business hours at the office where such records are kept. Tenant must give such a notice no later than June 15 of the year, and complete its audit and/or inspection by no later than August 15 of the same year. In lieu of permitting such an audit, Landlord may provide Tenant with an audit prepared by an independent qualified CPA. If Tenant's audit shows the Landlord's calculation of Operating Expenses to be in error by less than five percent (5%), Landlord will adjust the amount owing from Tenant by the appropriate amount, but Tenant shall pay the costs of the audit and/or investigation. If the error is five percent (5%) or more, Landlord will adjust the amount owing from Tenant by the appropriate amount, but Landlord shall pay the costs of the audit and/or investigation. The audit rights set forth herein shall not apply to subTenants.

(d) Partial Months: Late Charges. Rent for any partial month during the Original Term or any Renewal Term shall be prorated based upon the number of days in the month and, if the Commencement Date of the Original Term is not the first day of a calendar month, the rent for such initial partial month shall be due on said Commencement Date. Any rent payments received by Landlord more than five (5) days late shall bear interest at the rate of ten (10%) percent per annum (or the highest legal rate, if that percentage exceeds the highest legal rate) from the dates they are due until the dates they are paid. In addition, Landlord shall be entitled to impose upon Tenant a service charge of \$50.00 for each rent payment not received by the tenth (10<sup>th</sup>) day of the month.

(e) Where Rent Paid. Basic Rent, and all other rent or other payments to be paid by Tenant hereunder shall be paid to Landlord at the address provided to Tenant.

(f) No Deductions. Rent payable hereunder shall be paid promptly and in full. Tenant shall not be entitled to make or claim any deductions or set-offs to any rent payments owing

hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Landlord.

5. RESERVED

6. POSSESSION. Possession shall be on the Commencement Date which is the date Landlord delivers the Premises to Tenant for occupancy. Landlord shall use due diligence to give possession as nearly as possible at the beginning of the Term. Rent shall abate pro rata for the period of any delay in giving Tenant possession and the term shall be adjusted to begin on the first of the month following Landlord's delivery of the space to Tenant. Tenant shall make no other claim against Landlord for delay in obtaining possession.

7. PROPERTY INSURANCE. Tenant shall comply with all insurance regulations so the lowest property damage, including loss of rent and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Tenant which shall cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any improvements located therein, over the lowest rate obtainable or which shall cause cancellation or make void any such insurance. The amount payable by Tenant under this section shall be pro rated for the partial years, if any, in which this Lease commences and terminates. Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises.

8. INDEMNITY AND LIABILITY INSURANCE. To the extent permitted by Missouri law, Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom.

9. ASSIGNMENT AND SUBLETTING. Tenant 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 Landlord, in each and every instance. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease. Landlord's consent shall not be unreasonably withheld to a proposed non-government assignee who provides satisfactory financial information concerning its ability to perform Tenant's obligations under this Lease. If the Assignee is not a governmental body (such as the Tenant) the proposed Assignee will be required to provide a security deposit and evidence of public liability insurance as would otherwise be required from a private, non-governmental tenant. Tenant will currently use the space for the operations of the Jackson County Public Defender's Child Defense Office. During the term, Tenant may direct other county offices and personnel to locate within the Premises and such change in use by the Tenant (though still used by the Tenant in its governmental capacity) is permitted; however, Tenant agrees not to relocate or move a County Office from the Premises

without installing other County offices in the Premises (unless the Lease has been assigned to an assignee approved by Landlord).

10. SIGNS AND ADVERTISEMENTS. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, without the prior written consent of Landlord. All permitted signage shall be at Tenant's sole expense. Tenant shall have the right to install signage on Tenant's entry door.

11. CONDITION OF PREMISES. Tenant acknowledges that it has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's Property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

12. BUILDING SERVICES. (a) Hours and Type of Services. Landlord shall use reasonable efforts to furnish the following during ordinary business hours, which are 7:30 a.m. to 6:30 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays, excluding legal holidays: (i) hot and cold water, (ii) heat and air conditioning as appropriate (excluding dedicated computer or communications rooms), (iii) janitorial service not more than four (4) times per week plus window washing from time to time, (iv) light bulb replacement, (v) electrical power sufficient for ordinary office use and office equipment. Landlord shall not, however, be responsible for repair and maintenance of any such items if the damage has been caused by the actions or negligence of Tenant, its employees or invitees. In such case Tenant shall be responsible for the repair and maintenance of the damaged items or areas.

(b) Additional Building Services. If Tenant desires Building Services outside the parameters specified above or outside ordinary business hours as defined above, Landlord shall use reasonable efforts to supply the same if Tenant is not in default and if Landlord receives at least 24 hours' prior written notice from Tenant. Tenant shall promptly pay such reasonable charges as Landlord may determine which shall include a reasonable amount of overhead expenses and profit of Landlord.

(c) Excess Use of Services by Tenant. If a survey by Landlord indicates that Tenant may be using electrical current in excess of that specified above, or otherwise in excess of ordinary office building usage, Landlord may invoice Tenant for the excess charge or have a separate meter installed for Tenant's Premises at Tenant's cost. Landlord shall also have the right (but not the obligation) to install at Tenant's cost additional risers or wiring to meet Tenant's needs. If Tenant's use requires additional heating or air conditioning to the Premises, Landlord shall have the right (but not the obligation) to install at Tenant's cost additional equipment or systems to meet Tenant's needs. Landlord shall have the right to require Tenant to pay any such additional costs in advance.

(d) Discontinuance of Certain Services. If any service to be provided by Landlord hereunder is discontinued by the supplier thereof, Landlord may discontinue the service so long as it arranges for a substitute service or a direct connection to the Premises of such service. In the latter event Tenant shall become solely responsible for contracting and paying for such

service. If any of the Building Services are interrupted for any reason, Landlord shall use reasonable efforts to resume the providing of the same within a reasonable time (unless the interruption is caused through the action or negligence of Tenant, in which case Tenant shall be solely responsible for repair and resumption of the same). No such interruption, from whatever cause, shall make Landlord liable to Tenant hereunder for any damages, shall entitle Tenant to any abatement or reduction in Rent, or shall entitle Tenant to claim any actual or constructive eviction hereunder. Landlord shall have the right to temporarily interrupt services if necessary to accommodate any repair, renovation or rebuilding work, but shall use reasonable efforts to notify Tenant of the same if possible. Landlord shall not be liable for any temporary interruptions.

13. PARKING LOT. During normal business hours, tenant shall have the use of up to eight (8) reserved parking spaces in the attached surface lot at a cost of \$60 per space per month. Tenant shall comply with any requirements of Landlord or the operator of the parking facility, including (but not limited to) the use of any "card key" or other prescribed access system, and providing descriptions and license numbers of authorized cars. Tenant has a license for the use of the parking spaces, which includes the use of the space but which does not include any security services. Landlord shall not be liable for any damage, theft, loss or expense that Tenant or its employees, customers or invitees may suffer. In the event that Landlord elects to develop the attached surface lot during the Lease Term, Landlord will relocate such parking spaces to an adjacent parking garage or surface lot within one (1) block at no additional charge. Landlord shall have the right to relocate some or all of the surface parking spaces used by the Tenant pursuant to the Lease, to the same number of parking spaces in a nearby parking lot within one (1) block or parking garage within one (1) block at no additional per space cost to the Tenant.

14. MAINTENANCE AND REPAIR BY LANDLORD. Except as may be caused by acts or negligence of Tenant, Landlord shall, at Landlord's sole cost and expense, maintain and keep in good repair the Premises and all components of the building. Landlord shall be under no obligation, and shall not be liable for any failure to make any repairs until and unless Tenant notifies Landlord in writing or by email that such repairs are necessary. Landlord shall have a reasonable time thereafter to make repairs.

15. DAMAGE BY CASUALTY. If, during the Term or previous thereto, the Premises or the building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenability, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord and Tenant shall pay rent only to the time of such damage or destruction. If Landlord does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five days after the request by Landlord. If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

16. PERSONAL PROPERTY. Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

17. ALTERATIONS. Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord. Such consent shall not be unreasonably conditioned or denied.

18. LEGAL REQUIREMENTS. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

19. FIXTURES. Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease

20. EMINENT DOMAIN. Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Demised Premises will first be used to restore the Demised Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord. During the Term of this Lease, Tenant shall not commence any condemnation action against the Building or any adjacent parking without the consent of the Landlord.

21. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an

appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

22. DEFAULT AND REMEDIES. If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Tenant agrees that, notwithstanding Landlord's possession of the Premises, Tenant shall remain liable for and shall pay Landlord an amount equal to the entire rent payable to the end of the then applicable term of this Lease. This amount may either (i) be accelerated and become payable at once, or (ii) become due and be payable monthly, at the sole option of Landlord. In addition, Tenant shall be liable for and shall pay to Landlord any loss or deficiency sustained by Landlord because of Tenant's default; In case the Premises are relet, Tenant shall pay the difference between the amount of rent payable during the remainder of the then applicable Lease term and the net rent actually received by Landlord during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (i) accrue and be payable monthly, or (ii) be accelerated and become payable at once, at Landlord's sole option. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. In addition to the remedies set forth herein, Tenant shall pay a late charge in the amount of ten (10%) percent of any payment due hereunder



which remains unpaid on the tenth day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default.

23. WAIVER. The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

24. TOXIC OR HAZARDOUS MATERIALS. Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

25. REAL ESTATE COMMISSION. Upon execution of this lease by both Landlord and Tenant, Landlord shall pay a real estate commission to Zimmer Real Estate Service, L.C. dba Newmark Zimmer ("Landlord's Broker"), in the amount of six (6%) percent of the total rentals and other payments due under this lease to be paid during the term hereof. The parties hereto acknowledge that this provision is intended for the benefit of said named real estate Broker, and may be enforced by them as third party beneficiaries hereto. This provision shall bind successors and assigns of the parties hereto and may not be amended without written consent of said Broker. Tenant represents and warrants to Landlord that Tenant is represented by a broker in the negotiation of this Lease who is also an agent or employee of Landlord's Broker..

26. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

27. SUBORDINATION. This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or

otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder.

28. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subTenant of Tenant.

29. **QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

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

31. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

32. **ESTOPPEL CERTIFICATES.** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

33. **FUND ALLOCATION.** If and only if after the first year of the Lease Term, Tenant is not allocated funds by Jackson County, Missouri, to continue making the Rent Payments as described in Section 4, then Tenant may terminate this Lease effective as of the end of any Lease Year (the "Cancellation Date") beginning with the Lease Year ending December 31, 2022. In the event Tenant elects to terminate this Lease, Tenant shall pay the Termination Fee. Tenant shall give Landlord notice of its election to terminate the Lease promptly upon Tenant learning no funds have been appropriated in the Tenant's annual budget by the Jackson County Legislature for this Lease. The Termination Fee shall be an amount equal to the remaining unamortized value as of the Cancellation Date (amortized at Seven Percent (7.00%) over an amortization term of nine years) of the sum of (1) the cost of any Tenant Premises Improvements and Space Planning Allowance paid for by Landlord in connection with this Lease and (2) the commissions paid by Landlord in connection with this Lease (collectively (1) and (2) are the "TI and Transaction Costs"). Upon determination of the amount actually paid for Tenant Premises Improvements and commissions, Landlord, upon request of Tenant, will notify Tenant of the amount of the Termination Fee and the dollar amounts used in the calculation of the Termination

Fee together with reasonable supporting documentation. The Termination Fee shall be due and payable by Tenant thirty (30) days after Landlord notifies Tenant of the Termination Fee after the Tenant has given its notice to terminate.

All of Tenant's financial obligations to Landlord under any provision of this Lease that require payment after December 31, 2021 are expressly subject to the availability of appropriated funds in Tenant's then current annual budget for the payment of sums due under this Lease including the Termination Fee.

34. LANDLORD'S WORK. Landlord, at Landlord's sole cost and expense, will deliver the Premises as described on the attached Exhibit A "Space Plan" and Exhibit B "Landlord's Work". In the event that Tenant modifies such plan after full execution of the Lease, Tenant shall be responsible for any reasonable increases in cost as a result of such modifications to Landlord's Work. If Landlord reasonably determines prior to commencement of the Landlord's Work that the cost of such work is too expensive in comparison to the rent which shall come due and owing and in consideration of Tenant's right to terminate set out above, Landlord shall also have the right to terminate this Lease and return all funds deposited with Lender by Tenant to Tenant and neither party shall have any further liability hereunder.

Landlord shall, at Landlord's sole expense, supply and install dishwasher, disposal, microwave, refrigerator/freezer with water and ice dispenser, ten (10) linear feet of upper and lower cabinets in kitchen, millwork required in storage/workroom area, digital or key-card entry at entry and exit doors. Landlord shall provide the space occupant samples of carpet tile, resilient tile and paint so that occupant may select colors.

35. OPTION TO RENEW. Provided that Tenant is not in default hereunder beyond the expiration of any applicable cure periods, Tenant may, by notifying Landlord of its election in writing at least twelve (12) months prior to the end of the Lease Term, renew this agreement for an additional Term (for purposes of this Lease, the "Renewal Term") beginning on the first day after the Termination Date and continuing for five (5) years thereafter. Such renewal shall be on all of the terms and conditions of the Lease which are consistent herewith except that the Base Rent payable during the Renewal Term shall be at 90% of the then prevailing market rental including tenant improvements then being offered in Downtown Office Submarket as of the day of renewal. Tenant shall have no further or additional right or option to renew or extend the Lease Term if Tenant fails or refuses to timely and effectively exercise the option to renew; this Renewal Option shall forthwith terminate and shall not thereafter be operative. The Renewal Option shall be applicable to the Premises originally demised under the Lease and all additional space, if any, subsequently leased by Tenant within the Building prior to the commencement of the Renewal Term.

Within thirty (30) days of Landlord's receipt of Tenant's notice of its exercise of a Renewal Term, Landlord shall supply to Tenant in writing the Base Rental for the Premises during the Renewal Term. Landlord and Tenant shall negotiate in good faith to then agree upon the Base Rent for such Renewal Term. If Landlord and Tenant are unable to agree on the Base Rental for the Renewal Term within sixty (60) days of submission of the same by Landlord to Tenant, then Tenant's exercise of its option to renew shall be deemed to have been rescinded and the Lease shall terminate as of the then applicable Termination Date as if Tenant had not exercised its option to renew and extend. No Base Rental for the first year of the Renewal Term shall be less

than the Base Rental for the last six month period of this Lease. In no event shall the Base Rental for the Renewal Term be less than \$29.25/sf.

Notwithstanding anything to the contrary contained in this Section, if (i) Tenant shall be in default under this Lease beyond any applicable grace period provided herein for the curing of such default as of the date Tenant shall have given Landlord notice of its election to exercise the option for the Renewal Term, or (ii) Tenant having given such notice thereafter defaults under this Lease prior to the expiration of the then current term, and Landlord notifies Tenant that Landlord elects to negate such notice by reason of such default, then Tenant shall be deemed without further notice and without further agreement between Landlord and Tenant to have elected not to exercise its option for such Renewal Term. If Tenant fails to give Landlord notice of its election to exercise the option for the Renewal Term in the manner required then Tenant shall be deemed without further notice and without further agreement between Landlord and Tenant to have elected not to exercise its option for such Renewal Term. Any holding over or failure to vacate the Premises at the end of any term shall not be deemed or construed to be an exercise of Renewal Option or an extension of this Lease. Any termination of this Lease shall terminate Tenant's rights of further extension hereunder. The rights set forth in this Section are personal to the Tenant named hereinabove, and may not be exercised if the named Tenant has assigned this Lease to any party in a transaction where Landlord's consent was required under the Lease.

Notwithstanding the foregoing, if there is an ongoing uncured Event of Default, Tenant shall have no right to extend the Term and this Lease shall expire at the end of the then current Term. The Original Term and any Renewal Term for which an Option is exercised by Tenant are collectively referred to in this Lease as the "Term".

36. ADDENDA AND EXHIBITS.

- Commercial Agency & Brokerage Disclosure Addendum
- Exhibit A: Space Plan (Premise
- Exhibit B: Work Letter
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IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in \_\_\_\_\_ originals.

LANDLORD  
ARGHOM, LLC

By: [Signature]

Title: Manager

Date: 06/03/2021 Time: \_\_\_\_\_

Address: PO Box 10750 5788 N Broadway  
Kansas City, MO 64188 Kansas City, MO 64118

TENANT  
Jackson County, Missouri

By: \_\_\_\_\_  
Frank White

Title: County Executive

Date: \_\_\_\_\_ Time: \_\_\_\_\_

ATTEST BY:

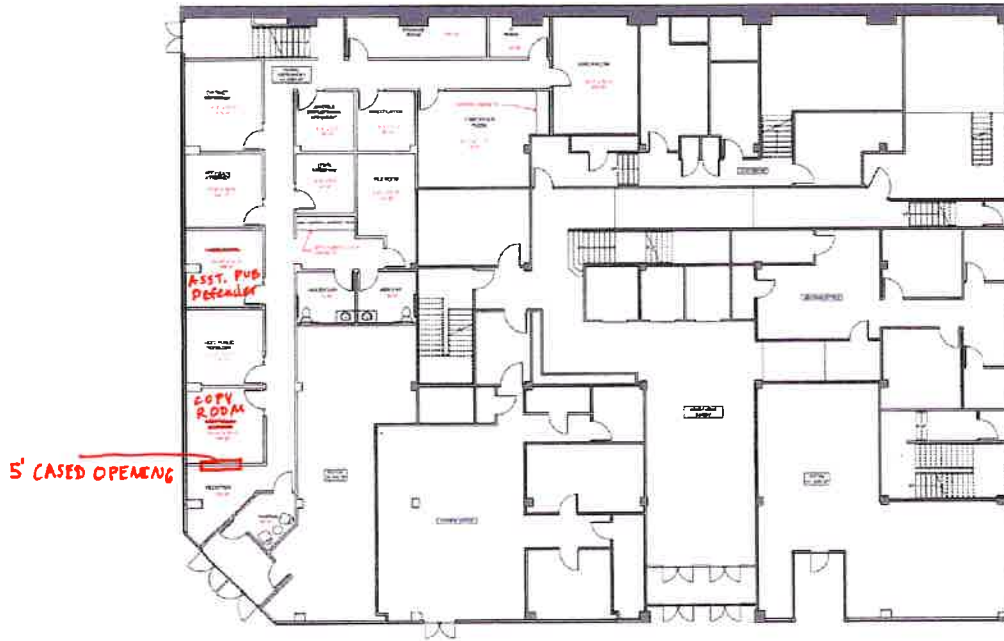
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk of the County Legislature

APPROVED AS TO FORM:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
County Counselor

EXHIBIT "A"

Space Plan for the Premises



ANGLE ON 17TH FIRST FLOOR PLAN PUBLIC DEFENDERS OFFICE SPACE PLAN



EXHIBIT B

Work Letter

THIS WORK LETTER agreement entered and agreed to as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Arghom, LLC (hereinafter referred to as "Landlord") and Jackson County, Missouri (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant, in conjunction with this Work Letter, have entered into a certain Lease Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2021, for the "Premises" on the first floor in the building commonly known and numbered as 300 E. 12<sup>th</sup> Street ("Building"); and

WHEREAS, the Landlord and Tenant desire to enter into certain agreements regarding the work required to ready the Premises for Tenant's occupancy.

NOW, THEREFORE, in conjunction with the Lease, Landlord and Tenant hereby agree to the following:

1. Landlord will cause the leasehold improvements in the Premises (the "Tenant Premises Improvements") to be constructed, free and clear of all mechanic's or other similar liens and in accordance with all applicable laws, statutes, ordinances and regulations as more fully described in plans attached hereto as Exhibit A.

2. Landlord shall permit Tenant and Tenant's employees and agents to enter the Premises prior to the Commencement Date so that Tenant may do such other work as may be required to make the Premises ready for Tenant's use and occupancy. Notwithstanding the foregoing, it is understood that all construction work on or within the building is to be at the direction and control of the Landlord. Such entry prior to the Commencement Date will be upon the condition that Tenant and its employees, agents, contractors and suppliers will not interfere with the performance of the Building Work and the Tenant Premises Improvement by Landlord or with Landlord's Work, or with the work of any other tenant or occupant, in the remainder of the Building. If at any time such entry shall cause or threaten to cause such disharmony or interference, Landlord shall have the right to withdraw such license upon 12 hours written notice to Tenant. Tenant agrees that any such entry or occupation of the Premises shall be governed by all the terms, covenants, conditions and provisions of the Lease, except the covenant for the payment of Rent, and further agrees that Landlord shall not be liable in any way for injury, loss or damage which may occur to any of the Tenant's work or installations made in such Premises, or to any personal property placed therein, the same being at Tenant's sole risk, except to the extent such loss or damage is covered by insurance maintained by Landlord or Landlord's contractor.

3. If Landlord permits Tenant or Tenant's employees, agents, contractors and subcontractors to enter the Premises prior to the Commencement Date so that Tenant may do such other work as may be required to make the Premises ready for Tenant's use and occupancy, Tenant shall be required to provide the following types of insurance in the following minimum amounts, which shall, at Landlord's option, name Landlord and any other persons have an

interest in the Building as additional insureds as their interest may appear, issued by companies approved by Landlord:

a. Workman's Compensation coverage, with limits of at least \$500,000 for the employers' liability coverage thereunder, and/or statutory limits as required by the State of Missouri, whichever is greater.

b. Builder's Risk Completed Value fire and extended coverage, covering damage to the construction and improvements to be made by Tenant, in amounts at least equal to, the estimated complete cost of said construction and improvements with one hundred percent (100%) coinsurance protection; the maximum permitted deductible under such policy shall be \$5,000 and shall be paid by its contractor when owed;

c. Automobile Liability coverage, with combined single injury limits of at least \$1,000,000 per accident.

Original or duplicate policies or certificates for all of the foregoing insurance coverages shall be delivered to Landlord or Landlord's Agent before Tenant's work is started and before any contractor's equipment is moved onto any part of the Building or area adjacent to the Building.

4. Tenant shall not employ any contractor unless previously approved in writing by Landlord.

5. Each contractor and subcontractor contracting to perform work for Tenant shall obtain prior written approval from Landlord for any space within the Building which such contractor or subcontractor desires to use for storage, handling and moving of his materials and equipment; in no event shall this paragraph be considered as a commitment of Landlord to provide the Tenant, its contractors or subcontractors, any storage facilities outside the Premises.

6. Each contractor and subcontractor contracting to perform work for Tenant shall make prior arrangements with the Landlord for connections to the Building's utility systems and services, with such connections being made during the time of day or night and on such a day as Landlord may reasonably determine.

7. It shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors participating in Tenant's work to remove and dispose of, at least once a week or more frequently as Landlord may reasonably direct, all debris and rubbish caused by or resulting from the construction of Tenant's work and, upon completion of Tenant's work to remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining in the Building which has been brought in or credited by the contractors and subcontractors in the construction of Tenant's work.

8. Tenant's contractors and subcontractors shall cause their employees and agents to enter and exit the Building via the entrance and elevators designated by Landlord. All materials, supplies and equipment shall be brought into the Building at times reasonably approved by Landlord. Finished walls, elevators and floors must be protected during transport of construction materials, supplies, tools for foregoing work.

9. Tenant hereby agrees that it will require each of Tenant's contractors and subcontractors to maintain continuous protection of adjacent premises in the Building in such



manner as to prevent any damage to such adjacent property by reason of the performance of the Tenant's work.

10. Tenant's work shall be coordinated with all work being performed or to be performed by Landlord and other tenants of the Building, to such extent that Tenant's work will not interfere with or delay the completion of any such work in the Building. The contractor or subcontractor shall not at any time damage, injure, interfere with or delay the completion of the Building or any other construction with the project, and they and each of them shall comply with all procedures and regulations prescribed by Landlord, for integration of Tenant's work with the Building Work, the Premises Improvements, and all other construction within the Building.

11. In connection with Tenant's work, Tenant or Tenant's contractor shall file all drawings, plans and specifications, pay all fees and obtain all permits and applications from the City of Kansas City and Jackson County, the Department of Labor and any other authorities which may have jurisdiction.

12. The Rent provided hereunder shall begin on the date Landlord delivers the Premises to Tenant. Landlord shall not suffer any other liability whatsoever, for delays in the expected completion of the Tenant Premises Improvements. Tenant agrees to accept delivery of the Premises as of the date it receives written notice from Landlord that the Premises are ready for its occupancy.

Concurrent with delivery of the Premises to Tenant,, Landlord and Tenant shall inspect the Premises, have all systems demonstrated, and prepare a punchlist. The punchlist shall list incomplete, minor or insubstantial details of construction; necessary mechanical adjustments and needed finishing touches that do not unreasonably interfere with Tenant's intended use of the Premises. Landlord will complete the punchlist items, to the extent they include Tenant Premises Improvements, within thirty (30) days after the Commencement Date. All punchlist items affecting safety and security shall be completed within five (5) business days.

IN WITNESS WHEREOF, the parties hereto have caused this Work Letter to be executed by their respective representatives thereunto duly authorized, as of the date first above written.

LANDLORD  
ARGHOM, LLC

TENANT  
Jackson County, Missouri

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

By

: \_\_\_\_\_

Title:

\_\_\_\_\_

-

## **EXHIBIT A**

Landlord shall, at Landlords sole expense, supply and install dishwasher, disposal, microwave, refrigerator/freezer with water and ice dispenser, ten (10) linear feet of upper and lower cabinets in kitchen, millwork required in storage/workroom area, digital or key-card entry at entry and exit doors. Landlord shall provide the space occupant samples of carpet tile, resilient tile and paint so that occupant may select colors.

## COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Arghom, LLC

BUYER/TENANT: Jackson County, Missouri (OCCUPANT, MISSOURI PUBLIC DEFENDERS REPRESENTED BY AGENT JOYCE MURRAY)

PROPERTY ADDRESS: <u>300 E. 12<sup>th</sup> Street</u>	<u>Kansas City</u>	<u>Jackson</u>	<u>MO</u>	<u>64106</u>
Street Address	City	County	State	Zip

DATE OF CONTRACT: \_\_\_\_\_

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER.

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. Licensees acting as an Agent of the Seller/Landlord have a duty to represent the Seller's/Landlord's interest and will not be the Agent of the Buyer/Tenant. Information given by the Buyer/Tenant to a Licensee acting as an Agent of the Seller/Landlord will be disclosed to the Seller/Landlord. Licensees acting as an Agent of the Buyer/Tenant have a duty to represent the Buyer's/Tenant's interest and will not be an Agent of the Seller/Landlord. Information given by the Seller/Landlord to a Licensee acting as an Agent of the Buyer/Tenant will be disclosed to the Buyer/Tenant. Licensees acting in the capacity of a Transaction Broker are not Agents for either party and do not advocate the interests of either party. Licensees acting as Disclosed Dual Agents are acting as Agents for both the Seller/Landlord and the Buyer/Tenant. (Note: A separate Dual Agency Disclosure Addendum is required). Seller/Landlord and Buyer/Tenant hereby acknowledge that the brokerage relationships were disclosed to them or their respective Agents and/or Transaction Brokers no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent (Missouri only-Disclosed Dual Agency Addendum is required)
- N/A-Seller(s)/Landlord(s) is not represented
- Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- Seller's/Landlord's Agent
- Buyer's/Tenant's Agent **REPRESENTING OCCUPANT, MISSOURI PUBLIC DEFENDERS**
- Designated Seller's/Landlord's Agent (Supervising acts as Transaction Broker)
- Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- Transaction Broker
- Disclosed Dual Agent (Missouri only-Disclosed Dual Agency Addendum is required)
- N/A, Buyer(s)/Tenant(s) is not represented
- Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- Seller/Landlord to Pay all Licensees. All Licensees(s) will be paid from the Seller's funds at closing or Landlord according to the terms of the Listing or other Commission Agreement.
- Buyer/Tenant to Pay Buyer's Agent. Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing or according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds or Tenant according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

 SELLER/LANDLORD	DATE 6/3/2021		BUYER/TENANT   DATE
 SELLER/LANDLORD	DATE 6/3/2021		BUYER/TENANT   DATE
LICENSEE ASSISTING SELLER/LANDLORD	DATE		LICENSEE ASSISTING BUYER/TENANT   DATE

No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. January 2016.