

LEASE AGREEMENT

THIS LEASE AGREEMENT, (the "Lease Agreement"), is made by and between **EL LLC**, a Missouri limited liability company (the "Owner"), as Lessor and **JACKSON COUNTY, MISSOURI** (the "Lessee"), as Lessee.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease Agreement, capitalized words and terms as used in this Lease Agreement shall have the following meanings:

"Commencement Date" is the date when the term of the Lease Agreement begins and the Lessee's obligation to pay rent accrued, which date shall be the date on stated in Section 3.02(a).

"Lessee" means Jackson County, Missouri.

"Lessee Representative" means the Jackson County Executive, or such other person at the time designated to act on behalf of the Lessee as evidenced by a written certificate furnished to the Owner containing the specimen signature of such person and signed on behalf of the Lessee by the Jackson County Executive as authorized by resolution of the Jackson County Legislature. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Lessee Representative.

"Event of Default" means an Event of Default as described in **Section 12.01** of the Lease Agreement.

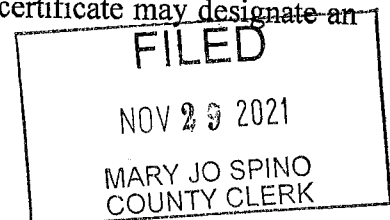
"Fiscal Year" means the twelve-month period used from time to time by the Lessee for its financial accounting purposes, such period currently extending from January 1 to the last day of December.

"Lease Agreement" means this Lease Agreement between the Owner and the Lessee, as from time to time amended and supplemented in accordance with the provisions hereof

"Lease Term" means the Original Term and any Renewal Terms.

"Owner" means EL LLC, a Missouri limited liability company, and its successors and assigns when acting or serving in its capacity under the Lease Agreement.

"Owner Representative" means either Virgil G. England, Beverly I. England, Gilbert C. England or Sheldon R. England or such other person at the time designated to act on behalf of the Owner as evidenced by a written certificate furnished to the Lessee containing the specimen signature of such person and signed on behalf of the Owner. Such certificate may designate an



alternate or alternates, each of whom shall be entitled to perform all duties of the Owner Representative.

“**Original Term**” means the period from the Commencement Date until the end of the fiscal year of the Lessee in effect at the Commencement Date.

“**Property**” means a parcel of land located at [REDACTED] Missouri, including all improvements and appurtenances, as more particularly described in **Section 3.01**.

“**Renewal Term**” means any optional renewal term of this Lease Agreement entered into after the expiration of the Original Term or any Renewal Term in effect, each having a duration of one year and a term co-extensive with the Lessee's Fiscal Year (i.e., calendar year), as provided for in **Section 3.02** hereof.

“**Rental Payment Date**” means each date on which any Rental Payments are payable pursuant to this Lease Agreement.

“**Rental Payments**” means the rental payments payable by Lessee pursuant to **Section 5.01** hereof during the Lease Term in consideration of the right of Lessee to use the Property during the then current portion of the Lease Term.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by the Owner. The Owner makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Owner has the authority to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder.

(b) The execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease Agreement will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Owner is a party or by which it or any of its property is bound or any order, rule or regulation applicable to the Owner or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Owner under the terms of any instrument or agreement to which the Owner is a party.

(c) To the knowledge of the Owner, there is no litigation or proceeding pending or threatened against the Owner or any other person affecting the right of the Owner to execute or deliver this Lease Agreement or to comply with its obligations under this Lease Agreement. Neither the execution nor delivery of this Lease Agreement by the Owner, nor compliance by the Owner with its obligations under this Lease Agreement

require the approval of any regulatory body, or any other entity, which approval has not been obtained.

ARTICLE III

GRANTING PROVISIONS

Section 3.01. Lease of Property. Subject to the terms and conditions herein contained, the Owner hereby rents, leases and lets to the Lessee, and the Lessee hereby rents, leases and hires from the Owner, the following described real property (the "Property"):

a parcel of land located at the commonly known address of [REDACTED] Missouri, including all buildings and other improvements and appurtenances, more particularly described as:

Lot 10, less the North 10 feet, [REDACTED], a subdivision in [REDACTED] Jackson County, Missouri, (Jackson County Parcel No. [REDACTED])

And

All of Lot 11, and Lot 12, less the South 30.00 feet, [REDACTED] being designated Tract A on Certificate of Survey [REDACTED] Subdivision of Lots 11, 12 and 13, [REDACTED] recorded January 20, 1994 as Document No [REDACTED] in Book [REDACTED] at Page [REDACTED], (Jackson County Parcel No. [REDACTED]).

Section 3.02. Lease Term.

(a) The Original Term of this Lease Agreement shall commence on January 1, 2022 (the "Commencement Date"), and subject to earlier termination pursuant to the provisions hereof, shall terminate on the last day of Lessee's fiscal year ending December 31, 2022.

(b) By mutual agreement of the parties, the Lease Term may be extended at the end of the Original Term or any Renewal Term for an additional one-year Renewal Term for up to a maximum Lease Term to expire not later than December 31, 2026.

(c) Reserved.

(d) The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

Section 3.03. Termination of the Lease Term. The Lease Term will terminate, and all of the Lessee's right, title and interest in and to this Lease Agreement and its obligations hereunder shall terminate without penalty upon the earliest to occur of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of the Lease Term;

(b) an Event of Default and the Owner's election to terminate this Lease Agreement as provided in **Article XII**.

Section 3.04. Possession and Use of the Property.

(a) The Owner covenants and agrees that as long as the Lessee is not in default hereunder, the Lessee shall have sole and exclusive possession of the Property (subject to the Owner's right of access pursuant to **Section 3.05** hereof) and the Lessee shall and may peaceably and quietly have, hold and enjoy the Property during the Lease Term and shall have the right to use the Property for any lawful public purpose. The Owner covenants and agrees that it will not take any action, except as expressly set forth in this Lease Agreement, to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Property during the Lease Term and will cooperate with the Lessee in order that the Lessee may have quiet and peaceable possession and enjoyment of the Property.

Section 3.05. Right of Access to the Property. The Lessee agrees that the Owner and its duly authorized agents shall have the right upon a mutually agreeable date and time, and subject to the Lessee's usual safety and security requirements, to examine and inspect the Property without interference or prejudice to the Lessee's operations.

ARTICLE IV

RESERVED

ARTICLE V

PAYMENT PROVISIONS

Section 5.01. Rental Payment.

(a) The Lessee covenants and agrees to make Rental Payments to the Owner during the Original Term and each Renewal Term, in the monthly amount of **Four Thousand Two Hundred and No/100 Dollars (\$4,200.00)**, due on or before the 1st of each month.

Section 5.02. Reserved.

Section 5.03. Rental Payments to Constitute Current Expenses of Lessee.

(a) The Owner and the Lessee acknowledge and agree that the Rental Payments hereunder shall constitute currently budgeted expenditures of the Lessee, and shall not in any way be construed to be a general obligation or debt of the Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by the Lessee, nor shall anything contained

herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Lessee. The Lessee's obligations to pay Rental Payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease Agreement shall be construed or interpreted as creating a liability or general obligation or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation or restriction. No provision of this Lease Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of the Constitution of the State of Missouri. This Lease Agreement shall not directly or indirectly obligate the Lessee to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Lessee's then current Fiscal Year, but in each fiscal year Rental Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years. No provision of this Lease Agreement shall be construed to pledge or to create a lien on any class or source of Lessee moneys, nor shall any provision of this Lease Agreement restrict the future issuance of any bonds or obligations payable from any class or source of moneys of the Lessee. The Owner acknowledges and recognizes that this Lease Agreement will be terminated at the end of the Lease Term in the event that sufficient funds are not budgeted and appropriated by the Jackson County Legislature, specifically with respect to this Lease Agreement, to continue paying all Rental Payments, and that the acts of budgeting and appropriating funds are legislative acts and, as such, are solely within the discretion of the County Legislature. Notwithstanding the foregoing, the Lessee agrees that it will under take all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Lease Agreement is scheduled to remain in effect.

(b) The parties hereto acknowledge and agree that upon the expiration or termination of the Original Term and any Renewal Term and failure by the Lessee to renew this Lease Agreement, the Lessee shall be wholly discharged from any liability to make Rental Payments hereunder.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.01. Maintenance, Repairs and Utilities.

(a) Owner shall make all repairs and replacements to the Property (including Building fixtures and equipment). Owner's maintenance shall include, but not be limited to, the roof, foundation, exterior walls, interior structural walls, all structural components, and all Building systems, such as mechanical, electrical, HVAC, and plumbing. Repairs or replacements shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from the Lessee or Owner having actual knowledge of the need for a repair or replacement. Owner also hereby agrees i) to make the existing sprinkler system operational, and to keep the same in good repair; and

ii) to be responsible for asphalt resurfacing of the parking lot on an annual or bi-annual basis at its expense.

(b) The Lessee shall: (i) make repairs and replacements to the Property needed because of the Lessee's misuse or negligence; (ii) not commit waste; (iii) be responsible for snow and ice removal of the parking lot, driveway and sidewalks; (iv) be responsible for yard maintenance, including the area of the east side of the wood privacy fence; and (v) be responsible for building security systems and alarms.

(c) The Lessee shall contract and pay for all utilities and utility services used by the Lessee in, on or about the Property, and the Lessee shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.02. Taxes, Assessments and Other Governmental Charges.

The Owner agrees to pay all state, county, city, or other local real estate taxes and assessments which may become a lien upon the Property during the term of this Lease.

Section 6.03. Property and Casualty Insurance.

(a) The Owner shall keep the Property (including the improvements -- (but excluding Tenant's Property)), insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance in the amount of the full replacement value of the Building. The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri. All such policies of insurance shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' advance written notice to the Lessee and the Owner.

(b) Originals or copies of the insurance policies required under this Section, or certificates evidencing such coverage shall be delivered to the Lessee upon request.

(c) The Net Proceeds of property and casualty insurance carried pursuant to this Section shall be applied as provided in **Section 8.01** hereof.

ARTICLE VII

ADDITIONS, MODIFICATIONS AND IMPROVEMENTS TO THE PROJECT

Section 7.01. Additions, Modifications and Improvements. Subject to prior approval of the Owner, the Lessee shall have the right, at its sole cost and expense, to make such additions, modifications, replacements and improvements in and to any part of the Property as the Lessee from time to time may deem necessary or desirable for its business purposes. All additions, modifications, replacements and improvements made by the Lessee pursuant to the authority of this Section shall (a) be made in a workmanlike manner and in strict compliance with all laws, ordinances and regulations applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Property,

except that all movable trade fixtures installed by the Lessee shall be and remain property of the Lessee. Upon termination of this Lease Agreement, Lessee agrees, with respect to any additions, modifications, improvements which it has made, to return the Property to its original condition, insofar as is practical, or to compensate the Owner to do so.

Section 7.02. Mechanics' and Materialmen's Liens.

Neither the Owner nor the Lessee shall do or suffer anything to be done whereby the Property, or any part thereof, may be encumbered by any mechanics' or materialmen's or other similar lien.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01. Damage and Destruction.

(a) If during the Lease Term, the Property is damaged or destroyed, in whole or in part, by fire or other casualty, the Lessee shall promptly notify the Owner in writing as to the nature and extent of such damage or loss. The Owner shall forthwith repair the same at his expense. Any partial destruction shall neither annul nor void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by the Lessee.

(b) Owner will cause the Net Proceeds of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Property. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Owner shall nonetheless complete the work thereof and shall pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

Section 8.02. Condemnation or Deficiency of Title.

(a) In the event that title to, or the temporary use of, all or a portion of the Property is challenged or threatened by means of competent legal or equitable action, the Owner covenants that it shall take all reasonable actions in order to quiet title to the Property.

(b) If all of the Property is taken under the power of eminent domain (or by conveyance in lieu thereof), then this Lease Agreement shall terminate at a time to be determined by the Lessee, said time being after title transfers to the condemning authority but before the condemning authority is entitled to possession, and provided further that Rental Payments shall be adjusted between Owner and Lessee as of such date. If only a portion of the Property is taken and the Lessee can continue use of the remainder, then this Lease Agreement will not terminate, but the Rental Payments shall abate in a just and proportionate amount to the loss of use occasioned by the taking.

(c) The Owner shall be entitled to receive and retain the entire condemnation award for the taking of the Property. The Lessee shall have no right or claim against the Owner for any part of any award received by the Owner for the taking. The Lessee shall have no right or claim for any alleged value of the unexpired portion of this Lease, or its leasehold estate, or for costs of removal, relocation, business interruption expense or any other damages arising out of such taking. The Lessee, however, shall not be prevented from making a claim against the condemning party (but not against the Owner) to which the Lessee may be entitled. In no event will the Owner voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Property or any part thereof without the written consent of the Lessee.

ARTICLE IX

SPECIAL COVENANTS

Section 9.01. Surrender of Possession. Upon accrual of the Owner's right of re-entry because of the Lessee's default hereunder or upon the cancellation or termination of this Lease Agreement, the Lessee shall peacefully surrender possession of the Property to the Owner in good condition and repair, ordinary wear and tear excepted; provided, however, the Lessee shall have the right within 120 days after the termination of this Lease Agreement to remove from the Site any furniture, trade fixtures, machinery and equipment owned by the Lessee and not constituting part of the Property.

Section 9.02. Early Termination. Notwithstanding any provision in this Lease Agreement to the contrary, it is agreed by the parties that the Lessee may terminate this Lease Agreement at any time by giving sixty (60) days advance written notice of the intent to do so with only the Rental Payments due up to the early termination date if the Lessee determines in its sole discretion that the Property's location is no longer safe and secure for its purposes.

Section 9.03. Authorized Owner and Lessee Representatives. Whenever under the provisions hereof, the approval of the Owner or the Lessee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Owner by the Owner Representative and for the Lessee by the Lessee Representative and the Owner and the Lessee shall be authorized to act on any such approval or request.

ARTICLE X

ASSIGNMENT AND SUBLEASING

Section 10.01. Assignment and Sublease by Lessee. The Lessee may not assign or sublease any portion of the Property without the express written consent of Owner.

ARTICLE XI

RESERVED

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.01. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease Agreement:

(a) The Lessee fails to pay when due any Rental Payments, as provided in this Lease Agreement; Owner will provide the Lessee with a ten (10) day grace period prior to declaring the tenant in default and pursuing remedies available within the lease; or

(b) The Lessee breaches any other agreement, covenant or obligation in this Lease Agreement and such breach is not remedied within fifteen (15) days after Owner gives the Lessee notice specifying the breach, or if such breach cannot, with due diligence, be cured within fifteen (15) days, the Lessee does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice; or

Section 12.02. Remedies on the Occurrence of an Event of Default. If an Event of Default shall have occurred and be continuing, then the Owner may at the Owner's election, then or at any time thereafter, and while such Event of Default shall continue, take any one or more of the following actions:

(a) Terminate this Lease Agreement and recover all damages caused by the Lessee's breach, including consequential damages for lost future rent of the remainder of the current Lease Term; or

(b) Repossess the Premises, with or without terminating, and relet the Property at such amount as Owner deems reasonable; or

(c) By written notice to the Lessee, declare all Rental Payments payable hereunder for the remainder of the current Lease Term to be immediately due and payable and the same shall thereupon become immediately due and payable; or

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the Lease Term and to enforce its rights under this Lease Agreement and the performance and observance of any obligation, agreement or covenant of the Lessee under this Lease Agreement.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Owner (or not conferred upon or reserved to the Lessee) is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given

under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Owner to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notices as may be expressly required in this Article.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.01. Amendments, Changes and Modifications. This Lease Agreement may not be amended without the written consent of the parties hereto.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. Notices. All notices, certificates or other communications required to be given hereunder shall be in writing and shall be deemed duly given when delivered or mailed by first-class, certified or registered mail, postage prepaid, to the parties at their respective addresses addressed as follows:

(a) To the Owner:

EL LLC
c/o Law Office of Jerry Potocnik
1200 NW S. Outer Road
Blue Springs, Missouri 64015

(b) To the Lessee:

Jackson County, Missouri
Attention: County Executive
Property Lease Management
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64106

All notices given by first-class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The Owner and the Lessee may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices, certificates or other communications shall be sent.

Section 14.02. Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease Agreement it is provided that the Owner shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the Owner shall not

unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 14.03. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease Agreement, shall be a legal holiday or a day on which banking institutions in the Lessee in which the principal business office of the Owner or Lessee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day that is not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Lease Agreement.

Section 14.04. Binding Effect. This Lease Agreement shall be binding upon and shall inure to the benefit of the Owner and the Lessee and their respective successors and assigns.

Section 14.05. Severability. If for any reason any provision of this Lease Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 14.06. Execution in Counterparts. This Lease Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 14.07. Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

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Revenue Certificate

Funds sufficient for this action are subject to appropriation in the 2022 and future annual budgets.

11-24-2021
Date

[Signature]
Director of Finance & Purchasing

APPROVED AS TO FORM

[Signature]
County Counselor

ATTEST:

[Signature]
Clerk of the County Legislature

JACKSON COUNTY, MISSOURI

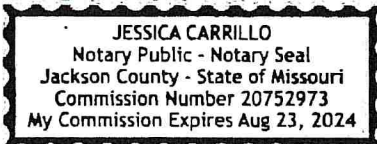
By: Bob Crutsinger
Name: [Signature]
Title: Director of Finance
Dated: 11-24-2021

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 24th day of November, 2021, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Bob Crutsinger, Dir of Finance who is personally known to me to be the same person who executed the foregoing instrument of writing as such official, and said Bob Crutsinger as Director of Finance, duly acknowledged the execution of the same to be the act of the Jackson County, Missouri.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



[Signature]
Notary Public

My Commission Expires: Aug 23, 2024