

RGK  
9/17/11

### Lease Amendment

WHEREAS, D. Varalli Enterprises, LLC d/b/a Towne Square Professional Building, as Landlord, and Jackson County, Missouri, as Tenant, entered into a Lease 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 4,551 square feet (all rentable area on the second floor) known as Suite 200, 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 13, 2011 the lease term is to be extended as follows: a period of twelve (12) months commencing on October 13, 2011, (the "Commencement Date") and ending on October 13, 2012, (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, 2008 to the next October.
- 1.6 "Base Rent": \$49,869.24 per year, payable in monthly installments in advance, due on or before the 15<sup>th</sup> day of each month, during the Lease Term according the following schedule:

**March 13, 2011 through October 14, 2012, 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.

EXCEPT as herein modified all of the remaining terms, covenants, and conditions of the Lease Agreement shall remain the same.

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 21 day of May, 2011.

LANDLORD: Towne Square Professional Building

TENANT: Jackson County, Missouri

By: Daniel E. Varalli  
Owner / Agent

By: Q. Troy Thomas  
Q. TROY THOMAS  
Director of Finance & Purchasing

DATE: 5-11-11 TIME: 12:20pm  
7:00

Approved as to form:  
W. Stephen Nixon  
W. Stephen Nixon  
COUNTY COUNSEL DR

Attest:  
Mary Jo Spino, County Clerk  
Mary Jo Spino

DATE: August 8, 2011 TIME: 8:35

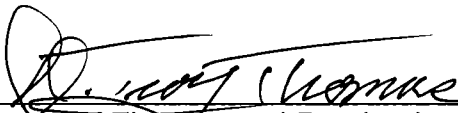
This Lease Amendment contains One (1) page.

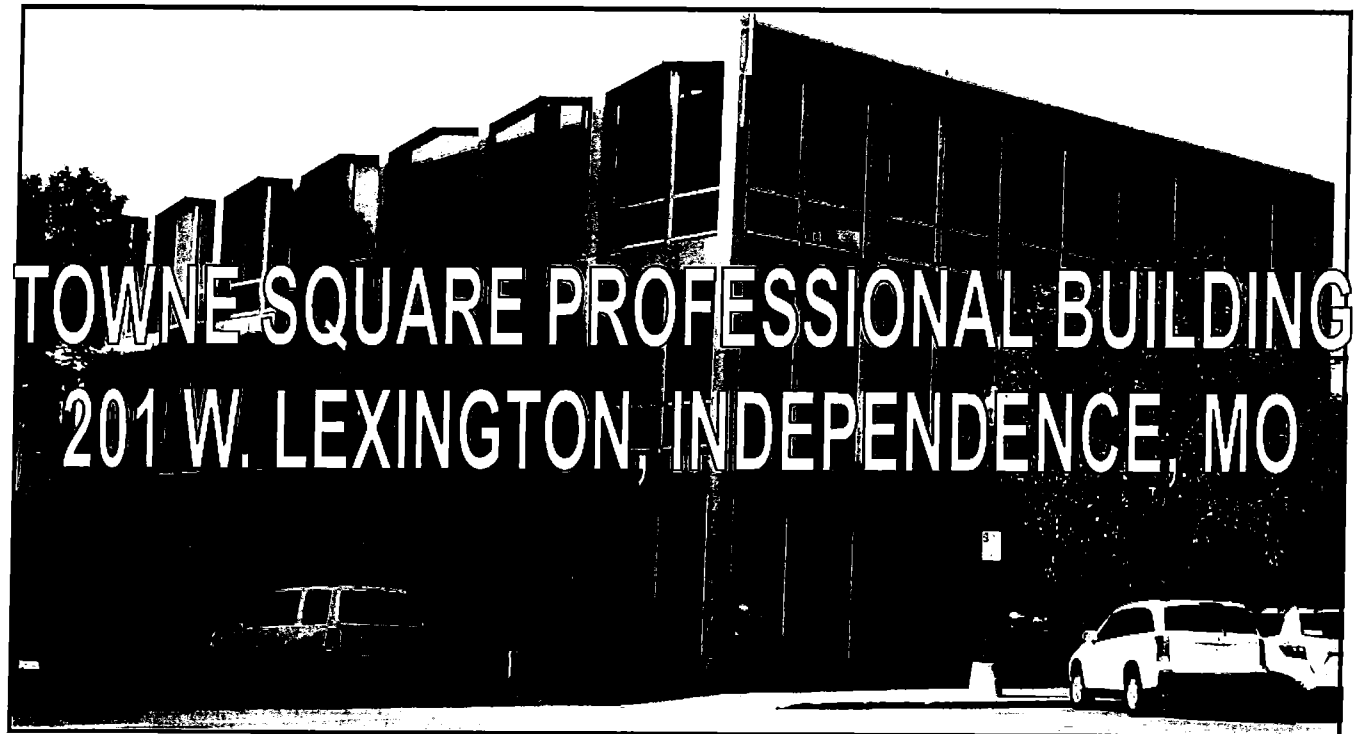
**FILED**  
AUG 08 2011  
MARY JO SPINO  
COUNTY CLERK

**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 from which payment is to be made, each sufficient to meet the obligation of \$ 10,391 which is hereby authorized.

August 3, 2011  
Date

  
Director of Finance and Purchasing  
Acct. # 001-1208-56620 - \$ 3325  
002-1222-56620 - \$ 7066



# TOWNE SQUARE PROFESSIONAL BUILDING 201 W. LEXINGTON, INDEPENDENCE, MO

LEGISLATIVE OFFICES  
AND  
EMERGENCY PREPAREDNESS OFFICE

