

AMENDMENT #1

THIS LEASE AMENDMENT #1 is entered into and made as of the 15th day of ~~August~~ ^{October}, 2019, by and between K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP ("Landlord") and JACKSON COUNTY, MISSOURI ("Tenant") for the benefit and use of PUBLIC DEFENDERS OFFICE.

WITNESSETH:

WHEREAS, Landlord and Tenant have theretofore entered into an Original Lease dated June 7, 2012 (the "Lease") of Landlord's building commonly known as Oak Tower, 324 East 11th Street, Kansas City, Missouri 64106 (the "Premises"), upon terms and conditions described in said Lease; and

WHEREAS, Landlord and Tenant desire to amend said Lease as described below;

NOW, THEREFORE, in consideration of the mutual rents promised in this Lease Amendment #1 and other good and valuable consideration, the receipt and adequacy of which is acknowledged by both parties, effective August 1, 2019 ("Effective Date"), it is mutually agreed by and between the parties as follows:

1. **Premises:** Effective August 1, 2019, the Premises shall consist of 18,185 rentable square feet on the 19th and 20th full floors.

2. **Minimum Rent:** Effective August 1, 2019, the Base Rent for the remaining term of the Lease shall be payable monthly in advance in the amounts set forth below. Monthly Base Rent for the term shall be:

August 1, 2019 – July 31, 2020	=	\$14.76 / RSF	\$22,367.55 / month
August 1, 2020 – July 31, 2021	=	\$15.20 / RSF	\$23,034.33 / month
August 1, 2021 – July 31, 2022	=	\$15.66 / RSF	\$23,731.43 / month
August 1, 2022 – July 31, 2023	=	\$16.13 / RSF	\$24,443.67 / month
August 1, 2023 – July 31, 2024	=	\$16.61 / RSF	\$25,171.07 / month
August 1, 2024 – July 31, 2025	=	\$17.11 / RSF	\$25,928.78 / month
August 1, 2025 – July 31, 2026	=	\$17.62 / RSF	\$26,701.64 / month

3. **Expense Base Year:** Original Lease language of "2012, with 95% Gross Up Provision", shall be replaced with "2018, with 95% Gross Up Provision".

4. **Base Rent Adjustment: Expenses.** Section 2 of the Original Lease shall be deleted in its entirety, and replaced with the following:

BASE RENT ADJUSTMENT: TAXES AND EXPENSES

(a) For any calendar year during the Term, "Taxes" (as hereinafter defined), in excess of the amount paid for same in the Base Year (2018), shall increase the Base Rent for such calendar year by an amount equal to the Tenant's Percentage.

(b) For any calendar year of the Term, "Expenses" (as hereinafter defined), in excess of the amount paid for same in the Base Year (2018), shall increase the Base Rent for such calendar year by an amount equal to the Tenant's Percentage.

(c) The term "Taxes" shall mean all taxes and assessments, of every kind and nature, special or otherwise, levied upon or with respect to the Property, including without limitation general real property taxes imposed by federal, state, or local governments (excluding income, franchise, capital stock, federal and state estate and inheritance taxes, and taxes based on receipt of rentals) and any personal property taxes imposed upon fixtures, machinery, apparatus systems and appurtenances in, upon or used in connection with the Building for the operation thereof.

If at any time during the Term the method of taxation then prevailing shall be altered so that any tax, assessment, levy, imposition or charge or any part thereof, shall be imposed upon Landlord (or if Landlord is a Trustee, then upon beneficiaries of Landlord) in place, or partly in place, of any such taxes or increase therein, heretofore described in this Subsection (c), and shall be measured by or be based in whole or in part upon the Property or the rents or other income therefrom, then all such taxes, assessments, levies, impositions or charges or

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MARY JO SPINO
COUNTY CLERK

part thereof, to the extent that they are so measured, or based, shall be included in taxes, to the extent that such items would be payable if the Property were the only property of Landlord (or the only property of the beneficiaries under the Trust, if Landlord is a Trustee) subject thereto and the rent and other income of Landlord (or the only income of the beneficiaries under the Trust, if Landlord is a Trustee).

- (d) "Expenses" means and include those expenses paid or incurred by the Landlord for maintaining, operating and repairing the Property, including without limitation, the costs of: electricity (excluding Landlord's costs for electricity which are reimbursed by Tenant or other tenants); steam; water; fuel; heating; lighting; air-conditioning; window cleaning; janitorial service; insurance, including but not limited to fire, extended coverage, liability, workmen's compensation, elevator, or any other insurance carried in good faith by the Landlord and applicable to the Property; uniforms; painting (excluding painting of tenant premises reimbursed directly by other tenants); management fees (excluding brokerage fees, initial construction costs for new space leased to other tenants, and extraordinary promotional expenses such as broker open houses); supplies; sundries; sales or use taxes on supplies or services; wages and salaries of all persons engaged in the operation, maintenance and repair of the Property, and so-called fringe benefits, including social security taxes, unemployment insurance taxes, providing coverage for disability benefits, costs of any pensions, hospitalization, welfare or retirement plans, or any other similar or like expenses incurred under the provisions of any collective bargaining agreement, or any other cost or expense which the Landlord pays or incurs to provide benefits for employees so engaged in the operation, maintenance and repair of the Property, the charges of any independent contractor who, under contract with the Landlord or its representatives, does any of the work of operating, maintaining or repairing of the Property, legal and accounting expenses, including, but not to be limited to, such expenses as relate to seeking or obtaining reductions in and refunds of Taxes; the costs of capital improvements to the Property, as reasonably amortized by Landlord, with interest on the unamortized amount at a rate equal to Landlord's then applicable borrowing rate as determined in good faith by Landlord, but only the extent such improvements are incurred either (i) to reduce any component cost included within Expenses, or (ii) to keep the Property in compliance with applicable governmental laws, ordinances, rules and regulations, whether or not such laws, ordinances, rules or regulations are valid and mandatory; any dues, assessments or other charges imposed on the Property for any reason, or any other expense or charge, whether or not hereinbefore mentioned, which in accordance with generally accepted accounting and management principles would be considered as an expense of maintaining, operating, or repairing the Property. If the Building is not fully rented during all or a portion of any year, Landlord shall make an appropriate adjustment of the Expenses for such year employing sound accounting and management principles, to determine the amount of Expenses that would have been paid or incurred by the Landlord had the Building been fully rented, and the amount so determined shall be deemed to have been the amount of Expenses for such year. If any expense, though paid in one year, relates to more than one calendar year, at the option of Landlord such expense may be proportionately allocated among such related calendar years.
- (e) Notwithstanding the foregoing, the Base Rental adjustments under subparagraphs (a) and (b) for any period in any calendar year during the term of this Lease which includes less than a full calendar year shall be determined on the basis of Taxes and Expenses during the entire calendar year and then prorated on a per diem basis in accordance with the number of days in such calendar year included within the Term. If this Lease commences during a year in which the Building was constructed, the actual Taxes and Expenses for such year shall be multiplied by a fraction, the denominator of which is 365, and the numerator of which is the number of days in such year the Building was occupied by any tenant.
- (f) As soon as practicable after the beginning of each calendar year, commencing with the calendar year following the year in which this Lease is dated, the Landlord will furnish to Tenant a statement for a year ("Annual Statement") showing the budgeted Taxes and Expenses for such year, the actual Taxes and Expenses for the immediately preceding year, if

the amounts are then known and if any estimate for the same was furnished to Tenant, and the resulting adjustments to the Base Rent for such year and for the immediately preceding year. It is the intention hereunder to estimate the amount of the Taxes and Expenses in and for each such year, and then adjust such estimate in the following year based upon the actual Taxes and Expenses incurred and/or paid for by Landlord. The obligation of the parties with respect to the payment of any increases or decreases in Base Rent shall survive the termination of the Lease.

- (g) The payment of any increase or the credit for any decrease in Rental pursuant to the provisions of this Section 2 shall be made as follows: On the first day for the payment of Rental under this Lease following the furnishing of the Landlord's Annual Statement (1) the Tenant, in the event of an increase, shall pay to the Landlord a sum equal to one-twelfth of the Tenant's share of such increase multiplied by the number of months then elapsed commencing with January 1st of the appropriate calendar year, (except as otherwise modified herein for fractional periods) and, in advance, one-twelfth of such share in respect to the then current month; and (2) thereafter, until the next Annual Statement shall be rendered, the monthly installments of Rental payable under this Lease shall be increased or decreased, as the case may be, by an amount equal to one-twelfth of the Tenant's share of such increase or decrease before the adjustment, if any, resulting from Landlord's Annual Statement showing the differences between the budgeted Taxes and Expenses and the actual Taxes and Expenses as provided in Subsection (f) above, and before adjustment, if any, for Tenant's payment of Rental prior to such period. Any payment, refund, or credit made pursuant to this Subsection (g) shall be made without prejudice to any right of the Tenant to dispute or of the Landlord to correct any item or items in such statement pursuant to Subsection (h) hereof. Any adjustment required pursuant to said Subsection (h) shall be made within twenty (20) days after the decision requiring such adjustment shall have been rendered by the certified public accountants concerned.
- (h) If the Tenant shall dispute in writing any specific item or items included by the Landlord in determining the expenses for maintaining and operating the Building or the additional expenses which would have been incurred had the Building been ninety-five percent (95%) occupied, and such dispute is not amicably settled between the Landlord and the Tenant within thirty (30) days after statements therefor have been rendered, either party may during the thirty (30) days refer such disputed item or items to Landlord's certified public accountants, or any successor firm, or other reputable independent certified public accountant selected by the Landlord, for decision and the decision of such accountant shall be final, conclusive and binding upon the Landlord and the Tenant. The expenses involved in such determination shall be borne by the party against whom a decision is rendered by said accountants provided that if more than one item is disputed and a decision shall be rendered against each party in respect to any item or number of items so disputed then the expenses shall be apportioned according to the number of items decided against each party. If the Tenant shall not so dispute any item or items of any such statement within thirty (30) days after such statement has been rendered the Tenant shall be deemed to have approved such statement. The Landlord shall have the right, for a period of twelve months after the rendering of any statements (or for a longer period, if reasonably required in order to ascertain the facts as to any change in Taxes or in any Expenses) to send corrected statements to the Tenant, and any rent adjustments required thereby shall be made within thirty (30) days thereafter.
- (i) The Landlord shall keep and make available to the Tenant's accountant for a period of sixty (60) days after statements are rendered as provided in this Section 2, records in reasonable detail of the general real property tax payments and the expenses for maintaining and operating the Building for the period covered by such statement or statements and shall permit the Tenant's accountant to examine and audit such of its records as may reasonably be required to verify such statements, at reasonable times during business hours.

5. **Renewal Options:** Section 31 of the Original Lease, Renewal Options, is hereby deleted in its entirety.
6. **Property Tax Adjustment:** Section 32 of the Original Lease, Property Tax Adjustment, is hereby deleted in its entirety.
7. **Termination Option:** Notwithstanding any other provisions of this Lease to the contrary and provided that Tenant is not and has not been in Default of any of the terms and conditions of this Lease, Tenant may elect to terminate this Lease at any time after the fifth full year of occupancy. Tenant shall be required to provide Landlord twelve (12) months' prior written notice of its election to terminate the Lease. In the event Tenant exercises this termination option, Tenant shall pay to Landlord within thirty (30) days after being billed by Landlord a termination fee (the "Termination Fee") consisting of an amount equal the unamortized costs of Landlord's total capital expenses and leasing concessions pertaining to this Lease, including without limitation any real estate brokerage commissions and finder's fees, and any tenant improvements or other incentives, compounded at a rate of eight percent (8%).

Notwithstanding any other provisions of this Lease to the contrary and provided that Tenant is not and has not been in Default of any of the terms and conditions of this Lease, and in the event that building Real Estate Taxes exceed \$3.50 / rentable square feet, Tenant may elect to terminate this Lease at any time. Tenant shall be required to provide Landlord twelve (12) months' prior written notice of its election to terminate the Lease. In the event Tenant exercises this termination option, Tenant shall pay to Landlord within thirty (30) days after being billed by Landlord a termination fee (the "Termination Fee") consisting of an amount equal the unamortized costs of Landlord's total capital expenses and leasing concessions pertaining to this Lease, including without limitation any real estate brokerage commissions and finder's fees, and any tenant improvements or other incentives, compounded at a rate of eight percent (8%).

8. **Landlord's Work:** Landlord, at Landlord's expense, shall complete the following:
 - Repair or replace radiators as needed on 19th and 20th floors to good working condition.
 - Repair or replace drinking and hand faucet water lines, or install water filters if needed, to ensure quality water supply.
 - Replace stained or damaged ceiling tiles on 19th and 20th floors.
 - New paint (Sherwin Williams Pro-Mar 200 HP Zero VOC Interior Latex) in all corridors, reception area, and elevator lobbies on 19th and 20th floors. Touch up existing paint in all rooms, offices and restrooms where damaged, scuffed or soiled with washable egg-shell finish, color choice by Tenant.
 - New carpet tiles throughout Premises.
 - Install new chair rail in public waiting areas on 19th and 20th floors.
 - Landlord shall replace all light bulbs in building standard fixtures on an ongoing basis at no cost to Tenant.
 - Provide one (1) water line for the existing refrigerator with ice-maker.
9. **Tenant's Acknowledgement:** Tenant acknowledges that Landlord is in full compliance with and has performed all of its obligations under the Lease. The Tenant has no claim against Landlord which could result in an offset or deduction against amounts due Landlord under the Lease.

The Lease, as heretofore modified, except as modified by this Lease Amendment #1, is in all respects, revived, republished, ratified and confirmed, and the terms, provisions, and conditions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment #1 by proper persons thereunto duly authorized so to do as of the day and year first hereinabove written.

TENANT:

JACKSON COUNTY, MISSOURI

BY: ..

NAME:

TITLE:


Frank White, Jr.
Jackson County Executive

LANDLORD:

K.C. PARTNERS OAKTOWER LIMITED PARTNERSHIP

BY:

NAME:


TITLE:


MATTHEW J NOVAK
COMPTROLLER

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

REVENUE CERTIFICATE


There is a balance otherwise encumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 3003 56790
ACCOUNT TITLE: Public Defender Rent Fund
Other Contractual Services

NOT TO EXCEED: \$111,837.75

Funding for future years are subject to appropriation in the County's then current annual budget.

10/3/19
Date


Chief Administrative Officer
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MR