

RESOLUTION NO. R-18-27

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF GLADSTONE, MISSOURI, AS LESSOR, AND iWerx, LLC, AS LESSEE, TO OPERATE OFFICE AND ENTREPRENEUR CO-WORKING SPACE AT 7001 NORTH LOCUST, GLADSTONE, MISSOURI, 64118.

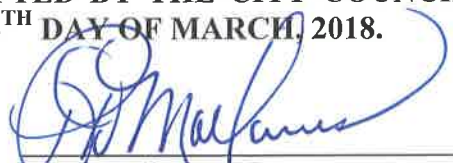
WHEREAS, the City of Gladstone has recently purchased the property located at 7001 North Locust Gladstone, MO 64118, which is a two-story office building, consisting of approximately 30,000 square feet; and

WHEREAS, iWerx LLC has agreed upon the terms proposed by the City of Gladstone in a formal lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the proposed lease agreement with iWerx, LLC, on the terms and conditions described herein and as more particularly set forth in the lease document and to take any other such measures as may be required to ensure the opening of office and entrepreneur co-working space.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF MARCH, 2018.



R.D. Mallams, Mayor

ATTEST:



Ruth Bocchino, City Clerk



Request for Council Action

RES # R-18-27

BILL # City Clerk Only

ORD # City Clerk Only

Date: 3/20/2018

Department: General Administration

Meeting Date Requested: 03/26/2018

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Lease approval with iWerx, LLC.

Background: iWerx, LLC, has agreed to the terms of a month to month lease for approximately 30,000 square feet of office space located within the property recently purchased by the City of Gladstone at 7001 North Locust. Attached is a proposed Resolution, which authorizes the City Manager to enter into a lease agreement with iWerx, LLC, for the aforementioned office space.

Budget Discussion: Funds are budgeted in the amount of \$ 0 from the GENERAL fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: N/A

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer
Assistant City Manager

PC
City Attorney

SW
City Manager

R-18-27

COMMERCIAL LEASE
7001 North Locust

STATE OF MISSOURI)

COUNTY OF CLAY)

THIS LEASE AGREEMENT (the "Lease"), is entered into this 27th day of March, 2018 (the "Effective Date") by and between the Landlord and the Tenant hereinafter named.

ARTICLE 1
Definitions

1.1 Definitions. Each of the following definitions and basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

(a) Delivery Date: Landlord shall deliver the Demised Premises to Tenant no later than thirty (30) days from the date of this agreement. The date in which Landlord delivers the Premises to Tenant shall be the Delivery Date. The Demised Premises is hereby delivered to Tenant by Landlord "AS-IS".

(b) Demised Premises: Approximately 30,000 square feet of office space, located at 7001 North Locust, in Gladstone, Missouri (the "Office Building").

(c) Guarantors: John Miller Sr.

(d) Landlord: The City of Gladstone, Missouri

(e) Landlord's mailing address:

7010 N. Holmes
Gladstone, Missouri 64118

(f) Lease Term: Commencing on the Commencement Date (as hereinafter defined in Article and terminating 180 days after the Commencement Date.

(g) Base Rent:

0-6 Months \$100.00

(h) Percentage Rent: *Intentionally Deleted*

- (i) Permitted Use: Office Space
- (j) Rent: The sum total of Minimum Guaranteed Rent, and any other amounts due Landlord from Tenant hereunder.
- (k) Tenant: iWerx, LLC
- (l) Tenant's address in Retail Building:
To be provided
- (m) Tenant's mailing address:
1501 Burlington
NKC, MO 64116
- (n) Tenant's Trade Name: iWerx

ARTICLE 2

Granting Clause

In consideration of the obligation of Tenant to pay Rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Demised Premises TO HAVE AND TO HOLD said Demised Premises for the Lease Term all upon the terms and conditions set forth in this Lease.

ARTICLE 3

Commencement Date

The Commencement Date of this Lease shall be the date in which this agreement is signed

ARTICLE 4

Monthly Payment

4.1 Minimum Guaranteed Rent shall accrue hereunder from the Commencement Date, and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment, and except as otherwise provided herein, without demand and without set-off or deduction, for any reason whatsoever, except as herein provided. Additional Rent shall accrue hereunder from the Commencement Date and shall be payable in the same manner as Minimum Guaranteed Rent.

4.2 Except as otherwise provided herein, the first Rent payment shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable in advance on or before the first (1st) day of each calendar month during the Lease Term; provided that if the Commencement Date is a date other than the first (1st) day of a calendar month, there shall be due and payable on the Commencement Date a prorated amount of Rent for the month in which the Commencement Date occurs plus the amount of Rent due for the first complete calendar month during the Lease Term.

ARTICLE 5

CID Tax

Intentionally Deleted.

ARTICLE 6

Common Area

Intentionally Deleted

ARTICLE 7

Use and Care of Demised Premises

7.1 During the Term of the Lease, the Demised Premises may be used only for the purpose or purposes specified in Section 1.1 (m) above and in accordance with the terms and provisions of this Lease. The Demised Premises shall not be used for any other purpose or purposes without the prior written consent of Landlord and shall not be used for any purpose or purposes deemed unlawful. Tenant shall use in the transaction of business in the Demised Premises the Trade Name specified in Section 1.1 (u) above and no other Trade Name without the prior written consent of Landlord. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased.

7.2 Tenant shall not permit any objectionable or unpleasant odors to emanate from the Demised Premises, nor place or permit any radio, television, loud-speaker or amplifier or satellite dish on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building or in the Common Area, nor place an antenna or other projection, not including awnings or banners associated with Tenant's business, on the exterior of the Demised Premises; nor solicit business or distribute leaflets or other advertising material in the Common Area; nor take any other action which in the exclusive judgment of Landlord would constitute a

nuisance or would disturb or endanger other tenants of the Retail Building or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Retail Building.

7.3 Tenant shall not operate an incinerator or burn trash or garbage within the Retail Building.

7.4 Tenant shall not cause or permit the receipt, storage, use, location or handling on the Demised Premises of any product, material or merchandise which is explosive, highly inflammable, or a "hazardous or toxic material," as that term is hereafter defined. "Hazardous or toxic material" shall include all materials or substances which have been determined to be hazardous to health or the environment and are regulated or subject to all applicable laws, rules and regulations from time to time, including, without limitation hazardous waste (as defined in the Resource Conservation and Recovery Act); hazardous substances (as defined in the Comprehensive Emergency Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act); gasoline or any other petroleum product or by-product or other hydrocarbon derivative; toxic substances, (as defined by the Toxic Substances Control Act); insecticides, fungicides or rodenticide, (as defined in the Federal Insecticide, Fungicide, and Rodenticide Act); asbestos and substances determined to be hazardous under the Occupational Safety and Health Act or regulations promulgated thereunder. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence on the Demised Premises of such types and amounts of hazardous or toxic materials that are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general office use or use consistent with the business permitted under Section 1.1(m) (including, without limitation, copying machine chemicals and kitchen cleansers).

ARTICLE 8

Maintenance and Repair of Demised Premises

8.1 In the event that the Demised Premises should become in need of repairs required to be made hereunder, the Tenant shall be responsible for making those repairs. Landlord has no obligation to repairs and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs.

8.2 Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings with respect to the Demised Premises including its fascia, signs and canopies.

ARTICLE 9

Alterations

9.1 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Retail Building. Tenant agrees to indemnify Landlord and hold it harmless against any mechanic's lien, loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage.

9.2 Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof or exterior walls shall be performed at Tenant's expense.

ARTICLE 10

Landlord's Right of Access

10.1 Landlord shall have the right upon at least 24 hours prior notice, to enter upon the Demised Premises at any reasonable time for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises, except for in the case of an emergency as determined in the sole discretion of the Landlord, or of showing the Demised Premises to prospective purchasers, lessees (during the final 6 months of the Term only) or lenders.

ARTICLE 11

Signs; Store Fronts

11.1 Tenant shall comply with the local city codes.

11.2 Tenant shall remove existing pylon sign and two (2) trees along NE 70th Street.

ARTICLE 12

Utilities and Premises

12.1 Tenant shall accept the Demised Premises "AS IS"

12.2 Landlord shall not be liable for any interruption or failure whatsoever in utility services, unless arising from negligent or willful acts of Landlord, its employees or agents.

ARTICLE 13

Indemnity; Public Liability Insurance and Fire and Extended Coverage Insurance

13.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person or entity whomsoever for any injury to person or damage to or loss of property on or about the Demised Premises or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Retail Building under the express or implied invitation of Tenant, or arising out of the use of the premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder.

13.2 Tenant shall procure and maintain throughout the term of this Lease a policy or policies of liability insurance and renters or contents insurance at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands, or actions arising out of or in connection with Tenant's use or occupancy of the Demised Premises including Plate Glass Insurance, or by the condition of the Demised Premises, the limits of such policy or policies to be in an amount not less than the limit on liability pursuant to Section 537.610, RSMo for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence in respect of injuries to or death of any one person, and to be written by insurance companies reasonably satisfactory to Landlord. The insurance policy described in the preceding sentence shall contain the following endorsements: (1) personal injury as well as bodily injury; (2) cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage; (3) broad form property damage liability; and (4) the Landlord shall be listed as an additional insured. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days prior to cancellation or expiration of such insurance. Such policies or duly executed certificate of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. Tenant's failure to comply with the foregoing requirements relating to insurance shall constitute an event of default hereunder. In addition to the remedies provided in Article 19 of this Lease, Landlord may, but is not obligated to obtain such insurance and Tenant shall pay to Landlord upon demand as Additional Rental the premium cost thereof plus interest at the rate of seven percent (7%) per annum from the date of payment by Landlord until repaid by Tenant.

13.3 Landlord and Tenant agree and covenant that neither shall be liable to the other for loss arising out of damage to or destruction of the Demised Premises or contents thereof to the extent such loss is covered by an in-force standard fire and extended coverage insurance policy of the state in which the Demised Premises is situated; this agreement shall be binding whether or not such damage or destruction can be caused by negligence of either party or their agents, employees or visitors. Landlord agrees to carry fire and extended coverage to the extent required by its lender.

ARTICLE 14

Non-Liability for Certain Damages

Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person or entity whomsoever for any injury to person or damage to property caused by the Demised Premises or other portions of the Retail Building becoming out of repair or by defect in or failure of equipment, pipes or wiring or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises, unless resulting from the negligence or actions of Landlord, its employees, agents or contractors, or unless Landlord shall fail to make a good faith effort to repair such condition (to the extent the same is the obligation of Landlord under this Lease) within ten (10) days following identification of such needed repair, nor shall Landlord be liable to Tenant or any other person or entity whomsoever for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Retail Building or of any other persons or entities whomsoever, excepting only duly authorized employees and agents of Landlord.

ARTICLE 15

Damage by Casualty

15.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

15.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty, which is fully covered by standard fire and extended coverage insurance, and Landlord does not elect to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. If the building in which the Demised Premises are located shall (i) be destroyed or substantially damaged by a casualty not covered by Landlord's insurance; or (ii) be destroyed or rendered untenable to an extent in excess of twenty five percent (25%) of the first floor area by a casualty covered by Landlord's insurance, or (iii) be damaged to such extent that the remaining term of this lease is not sufficient to amortize the cost of reconstruction, then Landlord may elect either to terminate this lease as hereinafter provided or to proceed to rebuild and repair the Demised Premises. Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within ninety (90) days after the occurrence of such casualty. If Landlord should not elect to terminate this lease, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises, which in all events shall be completed within 180 days from the date of the casualty.

15.3 Landlord's obligation to rebuild and repair under this Article 15 shall in any event be limited to restoring the Demised Premises to substantially the condition in which the same existed prior to the casualty with the exception of improvements made by Tenant, and Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable

diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and the other improvements of Tenant.

15.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable in the reasonable determination of Tenant. During the period from the occurrence of the casualty until Landlord's repairs are completed the Minimum Guaranteed Rental shall be reduced to such extent as may be fair and reasonable under the circumstances, however, there shall be no abatement of other charges provided for herein. Any payments paid by the insurance company under the loss of rental endorsement shall be credited to Tenant's obligation on a pro rata basis.

ARTICLE 16

Eminent Domain

Intentionally Deleted

ARTICLE 17

Assignment and Subletting

17.1 In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security deposit given by Tenant to secure performance of Tenant's obligations hereunder shall be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 18

Property Taxes

Intentionally Deleted

ARTICLE 19

Default by Tenant

19.1 The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Rent or any other expense demanded and due by Landlord as herein provided and such failure shall continue for a period of ten (10) days from the date the same is due.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent or expenses demanded by Landlord and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

(c) Tenant or any Guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any Guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

(e) A receiver or Trustee shall be appointed for all Demised Premises or for all or substantially all of the assets of Tenant or any Guarantor of Tenant's obligations under this lease.

(f) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises, which is not released within ten (10) days after written notice.

(g) The business operated by Tenant shall be closed for failure to pay any State or local sales tax as required or for any other reason.

(h) Tenant's failure to comply with the terms of Article 5 of this Lease.

19.2 In case of any event of default or breach by Tenant, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Demised Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including (to the maximum extent allowable under applicable law) reasonable attorneys' fees.

19.3 In the event of termination or repossession of the Demised Premises, Landlord shall use all commercially reasonable efforts to relet the Demised Premises in order to mitigate any damages due from Tenant.

19.4 In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Retail Building and not thereafter.

ARTICLE 20

Holding Over

Intentionally Deleted

ARTICLE 21

Subordination

Intentionally Deleted

ARTICLE 22

Notices

22.1 All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by Federal Express or other nationally recognized overnight courier, or sent by facsimile transmission or mailed by certified or registered United States mail, postage prepaid, return receipt requested, and addressed as follows:

(a) If to Landlord, to it at: The City of Gladstone, Missouri
7010 N. Holmes
Gladstone, MO 64118
Facsimile No.: (816) 436-2228
Attention: Scott Wingerson

With a copy to:

Facsimile No.: _____
Attention: _____

(b) If to Tenant, to it at:

Attn: _____
Facsimile No.: _____
Contact No.: _____

With a copy to:

Facsimile: _____
Attn: _____

or to such other address or facsimile number as either party may designate by notice to the other party hereto.

A notice or other communication shall be deemed to be duly delivered and received if sent by hand or express service, when left at the address of the recipient and, if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number, and if sent by certified or registered United States mail, on the fifth day after deposited in the United States mail, postage prepaid; provided that if a notice or other communication is served by hand, or is received by facsimile on a day which is not a business day, or after 5:00 pm. on any business day at the addressee's locations such notice or communication shall be deemed to be duly delivered to and received by the recipient at 9:00 a.m. on the first business day thereafter.

ARTICLE 23

Late Charges

Intentionally Deleted

ARTICLE 24

Alteration of Tenant's Assets

Intentionally Deleted

ARTICLE 25

Miscellaneous

25.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

25.2 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

25.3 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

25.4 Whenever a period of time is herein prescribed for action to be taken by the parties hereunder, such party shall not be liable or responsible for and shall be excluded from the computation of any such period of time, any delays due to strikes, terrorist acts, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided no such events shall alter or delay the date for payment of Rent hereunder. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Demised Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and the curing such default shall not have occurred within the periods provided hereunder.

25.5 Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Demised Premises and the Common Areas.

25.6 All oral agreements inferred or implied are hereby resolved and merged into this agreement and this Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease, in whole or in part, unless such agreement is in writing and duly signed by the parties. No oral agreements exist between the parties hereunder, that have not been merged into this document.

25.7 The laws of the State of Missouri, County of Clay shall govern the interpretations, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

25.8 The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

[signature page to follow]

DATED 27th day of March, 2018.

WITNESS:

Rebecca Jarvis

LANDLORD: City of Gladstone, Missouri

Scott Wingerson
Scott Wingerson, City Manager

WITNESS:

Rebecca Jarvis

TENANT: iWerx, LLC

John Miller Sr. for IWERX
John Miller Sr.

Title: Partner

TENANT GUARANTORS:

John Miller Sr.
John Miller Sr., an individual

ATTEST:

Ruth E Bocchino 3/27/18

Ruth E. Bocchino
City Clerk, City of Gladstone, MO

ESTOPPEL CERTIFICATE

Attached to and forming a part of Lease dated 03/27/18 between The City of Gladstone, Missouri ("Landlord") and iWerx, ("Tenant"), initialed by:


Landlord


Tenant

Tenant Estoppel Certificate

TO: (PURCHASER)

RE: Property Address: 7001 North Locust Gladstone, Missouri 64118

Lease Date: 03/27/18, 2018
Between: City of Gladstone, Landlord
and iWerx, Tenant
Square Footage Lease: 30,000

The undersigned Tenant under the above-referenced lease ("Lease") certifies to (PURCHASER), the following:

1. Attached to this certificate is a true and complete copy of the Lease, including all amendments. There are no other agreements, written or oral, relating to our tenancy.
2. The Lease has not been canceled, modified, assigned, extended or amended except as follows:
3. Rent is \$100.00 per month, due and payable on the first (1st) day of each month. Rent has been paid to the first (1st) day of the current month and all Additional Rent has been paid and collected in a current manner.
4. Tenant took possession of the Demised Premises on 03/27/18, 2018 and commended to pay rent on 04/01/18, 2018 in the amount of 100.00
5. The Lease expires on _____, 2018 and Tenant has the following renewal option(s): Month to Month Lease Option
6. All work to be performed by Landlord for Tenant under the Lease has been performed as required and has been accepted by Tenant, except:

7. The Lease is: (a) in full force and effect; (b) free from default; (c) Tenant has no claims against the Landlord or offsets against Rent; and (d) Tenant has no defense to the performance of its obligations under the Lease.

8. Tenant has received no notice of prior sale, transfer or assignment, hypothecation or pledge of the Lease or of the rents received therein, except:

9. Tenant has no other interest in any other part of the building of which the Demised Premises form a part or to any personal property appurtenant thereto or used in connection therewith except:

10. Tenant has no right of first refusal to lease any additional space in the Retail Building under any circumstances.

11. Tenant has no right or option pursuant to the Lease or otherwise to purchase all or any part of the Demised Premises or the building of which the Demised Premises are a part.

14. There are no lease concessions that are unperformed, and all concessions are stated in the Lease attached to this certificate.

15. The statements contained herein may be relied upon by the Landlord under the Lease and by any prospective purchaser of the premises.

In any event, the undersigned individual is duly authorized to execute this certificate.

Dated this 27th day of March 2018.

TENANT:

iWerx, LLC

By: 