

**SPACE LEASE AND
PUBLIC SERVICE AGREEMENT TERMINATION**

As of _____, 2017

CERNER PROPERTIES, INC.,
a Delaware corporation
2800 Rockcreek Parkway
Kansas City, Missouri 64117
Attn: Scott Siemers
(“**Cerner**”)

LEE’S SUMMIT R-VII SCHOOL DISTRICT,
a public school district organized and existing under the laws of the State of Missouri
301 NE Tudor Road
Lee’s Summit, Missouri 64086
Attn: Dr. Dennis L. Carpenter, Superintendent
(“**School District**”)

CITY OF LEE’S SUMMIT, MISSOURI,
a constitutional charter city and municipal corporation organized and existing under the laws of the State of Missouri
220 SE Green Street
Attn: Brian Head, City Attorney
(“**City**”)

This Space Lease and Public Service Agreement Termination (“Termination Agreement”) concerns the following instruments:

Document	Parties	Date
Summit Technology Center Lease (“ Lease ”)	Townsend Summit, LLC and City	September 15, 1999
First Lease Amendment (“ First Lease Amendment ”)	Townsend Summit, LLC and City	May 26, 2005
Second Lease Amendment (“ Second Lease Amendment ”)	Townsend Summit, LLC and City	July 12, 2007
Summit Technology Center Public Service Agreement (“ PSA ”)	City and School District	June 21, 1999
Amendment to Public Service Agreement (“ PSA Amendment ”)	City and School District	June 21, 2007

BACKGROUND

A. Pursuant to the Lease, Townsend Summit, LLC (“**Townsend**”) leased to the City approximately 22,316 square feet of space within the property described on **Exhibit A** attached hereto (“**North Building**”).

B. Pursuant to the PSA, the City made available for use by the School District the 22,316 feet of space leased by the City from Townsend in the North Building.

C. The First Lease Amendment amended the insurance requirements with respect to the Lease.

D. Pursuant to the Second Lease Amendment, the City leased an additional 22,372 square feet

of space within the North Building.

E. Pursuant to the PSA Amendment, the City made available for use by the School District the additional 22,372 square feet of space leased by the City from Townsend in the North Building.

F. Cerner is the successor in interest of Townsend to the North Building.

G. The Lease provides for payment of Annual Base Rent on or before the 15th day of December each year and for Additional Rent (as defined in the Lease) consisting of Tenant's Expense Contribution (as defined in the Lease).

H. The PSA provides that the School District is to pay the portion of the annual Tenant's Expense Contribution under the Lease when the Tenant's Expense Contributions when added to the annual base rent exceeds the total of \$325,000 ("**School District Contribution**").

I. The parties desire to terminate the Lease, as amended, and the PSA, as amended, to provide for final payments under the Lease and PSA, and to release and discharge all the parties from any further obligations under the Lease, as amended, and the PSA, as amended.

AGREEMENTS

1. Cerner, the School District, and the City acknowledge and agree that the Lease, as amended by the First Lease Amendment and the Second Lease Amendment, and the PSA, as amended by the PSA Amendment, are hereby terminated. The City and the School District agree to vacate the area leased within the North Building, pursuant to the Lease, as amended, on or before July 31, 2017. Except as otherwise provided herein, the Lease, as amended by the First Lease Amendment and the Second Lease Amendment, and the PSA, as amended by the PSA Amendment, are of no further force and effect, and the Property and all other property covered by such documents shall be unencumbered.

2. Cerner, the School District, and the City acknowledge and agree that those provisions of the Lease, as amended, and the PSA, as amended, governing the payment Annual Base Rent, Additional Rent, including but not limited to Tenant's Expense Contribution, and the School District Contribution, shall survive termination for the sole purpose of the parties making final accountings and payments to the other party(ies) to which such payments are due.

3. Section 19.14 of the Lease notwithstanding, and except as provided in Section 2 hereof, in consideration of the agreements set forth herein, Cerner, the School District, and the City hereby release and forever discharge each other party from any and all payments, claims, or liabilities of any kind which Cerner, the School District, and the City now have, may have had, or may ever have, against the other parties to this Termination Agreement with respect to the Lease, as amended by the First Lease Amendment and the Second Lease Amendment, and the PSA, as amended by the PSA Amendment.

CERNER PROPERTIES, INC.

By: _____

Printed Name: _____

Title: _____

LEE'S SUMMIT R-VII SCHOOL DISTRICT

[SEAL]

ATTEST:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

CITY OF LEE'S SUMMIT, MISSOURI

[SEAL]

ATTEST:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

CITY OF LEE'S SUMMIT, MISSOURI

[SEAL]

ATTEST:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 27A as shown on that certain Summit Fair- Lots 27A & 27B a Replat of Lot 27, Summit Fair Third Plat, Lots 15-27 and F-I a Subdivision in Lee's Summit, Jackson County, recorded on December 15, 2015 as Document No. 2015E0112075.