

ORDINANCE NO. 2014 - 98

**AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUM
NO. 1 TO THE EXISTING LEASE AGREEMENT WITH ASSURERX
HEALTH, INC.**

WHEREAS, the City of Mason and AssureRx Health, Inc. have previously entered into a Lease Agreement pursuant to Ordinance 2012-60; and

WHEREAS, the parties have negotiated certain terms to amend said Lease Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to execute Addendum No. 1 to the existing Lease Agreement between the City of Mason and AssureRx Health, Inc. at the Mason Municipal Center substantially in the form of the addendum attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 13th day of October, 2014.

Attest:

Clerk of Council



Mayor

**FIRST ADDENDUM TO ASSURERX HEALTH INC.
LEASE AGREEMENT
AT THE MASON MUNICIPAL CENTER**

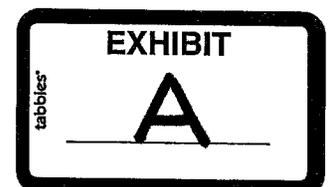
This First Addendum to the Lease Agreement dated December 1, 2012, is effective as of the date indicated below and amends the Lease Agreement ("Lease") by and between City of Mason, Ohio, an Ohio municipal corporation ("Lessor"), and AssureRx Health, Inc., a Delaware corporation, ("Lessee").

WHEREAS, the City of Mason and AssureRx have negotiated certain terms of an Addendum to the Lease Agreement wherein AssureRx has agreed to improve and lease certain space in the Mason Municipal Building; and

WHEREAS, the parties desire to memorialize these terms in a written Amendment to the Lease Agreement.

IN CONSIDERATION of the mutual promises contained herein, Lessor and Lessee hereby amend the terms of the Lease Agreement as follows:

1. Section 1. Real Estate. The Property Description shall be amended and shall include Property commonly known as basement and first floor shell space, unfinished areas of the Mason Municipal Center, consisting of approximately 8,000 square feet, which is more particularly identified in Exhibit A and Exhibit C (Floor Plans).
2. Section 3. Tenant Improvements (TI) and Infrastructure Upgrades.
3. Section 4. Term. Initial Term for Added Space shall be November 1, 2014 through November 30, 2016 or 25 months.
4. Section 5. Rent and Security Deposit. Space in Exhibit C shall be defined as unfinished space that requires improvements (TI) for occupancy. The rental rate for this location shall be a flat \$6.00 per square foot. During the Term, the Lessor shall pay to the Lessee an additional monthly rent of \$1,500 (the "Rent") or a total payment of \$4,000 (the "total Rent").
5. Section 22. Utilities. Utilities shall not be separately metered at the Property. For the purpose of this Lease, Lessee and Lessor agree that the total usable space and total utility payments associated with said Property, including electricity, water, storm water, sanitary sewer and trash shall be 120% of the Lessee's primary offices located at 6030 S. Mason-Montgomery Road, Mason, Ohio, 45040, and the terms of the lease agreement associated with that property. The Lessor shall invoice Lessee for the Property at 6000 Mason-Montgomery Road, Mason, Ohio, 45040 in an amount equal to the utility payments associated with the primary property.
6. All other terms of the Agreement, not modified herein, shall remain the same.

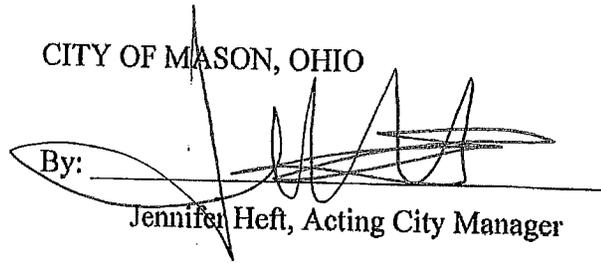


ACCEPTED:

Date: 12/1, 2014

LESSOR:

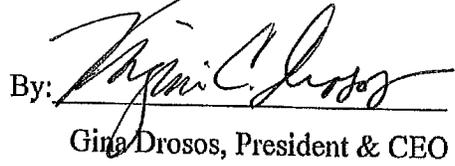
CITY OF MASON, OHIO

By: 
Jennifer Heft, Acting City Manager

ACCEPTED:

Date: 12/1, 2014

LESSEE:

By: 
Gina Drosos, President & CEO

APPROVED AS TO FORM:

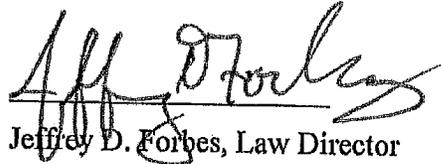
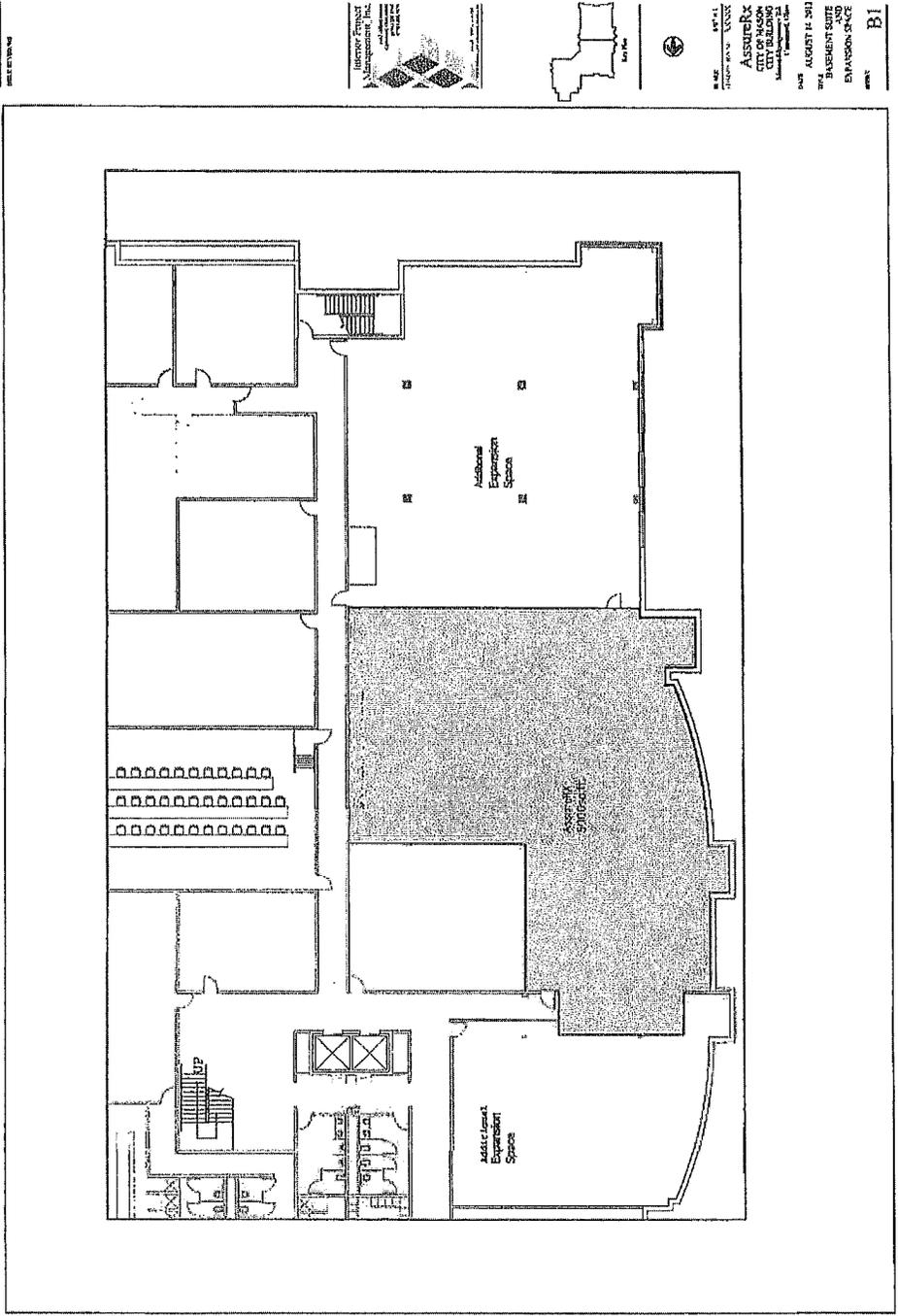
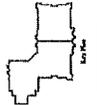

Jeffrey D. Forbes, Law Director

Exhibit A
(Floor Plan)



DATE: 08/14/2013



DATE: AUGUST 14, 2013
 PROJECT: BASEMENT SUITE
 LOCATION: EMANSON PLACE
 SHEET: B1

