

RESOLUTION NO. R-17-61

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROPOSED LEASE AGREEMENT WITH NORTHLAND RESTAURANT ASSOCIATES, INCORPORATED, TO OPERATE A RESTAURANT AT 601 NORTHEAST 70TH STREET, GLADSTONE, MISSOURI, 64118.

WHEREAS, the City currently leases the retail portion of The Heights at Linden Square, consisting of approximately 9,465 square feet, under a Retail/Commercial Lease Agreement by and between F&C Gladstone Owner, LLC, and the City, wherein the City has agreed to pay rent and undertake other obligations for the term of twenty-two (22) years; and

WHEREAS, the above-described space lies within the vicinity of the Downtown Village Center, which the City of Gladstone is developing for public purposes to enrich and enhance the quality of life in Gladstone; and

WHEREAS, the City of Gladstone sought proposals from businesses desiring to locate within the Downtown Village Center; and


WHEREAS, after reviewing and considering the proposals and offers received, the City Council desires to accept the proposal from Northland Restaurant Associates, Incorporated, and proposed lease agreement negotiated with City staff for the operation of a restaurant consisting of approximately 9,465 square feet for a term no longer than five (5) years from the commencement date, with reasonable market rent rates, and such other terms as more particularly set forth in the proposed lease document.

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 Northland Restaurant Associates, Incorporated, 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 the new restaurant.

FURTHER, THAT, the City Manager of the City of Gladstone, Missouri, and City staff are hereby directed to formally reject all other offers, counter-offers, and proposals concerning the lease of any part of the retail portion of The Heights at Linden Square.

INTRODUCED, READ, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 18TH DAY OF DECEMBER 2017.


R.D. Mallams, Mayor

ATTEST:


Ruth Bocchino, City Clerk



***General Administration
Memorandum - RMB***

DATE: DECEMBER 13, 2017

TO: SCOTT WINGERSON

FROM: ROBERT BAER *BB*

RE: SUMMIT GRILL LEASE AGREEMENT

The City currently leases the retail portion of The Heights at Linden Square under a Retail/Commercial Lease Agreement between Flaherty and Collins and the City of Gladstone. This agreement obligates the City to pay and undertake other obligations regarding that space for the term of twenty-two (22) years. Since signing that agreement, the City has been actively searching for a suitable tenant to sublease the space and operate a restaurant that would attract more people to the downtown area. Northland Restaurant Associates, Inc. (Summit Grill) and the City of Gladstone have agreed on lease terms that would allow Summit Grill to design, construct and operate a restaurant within the entire available retail space, which is approximately 9,465 square feet. The initial proposed lease term is five (5) years, with options for two (2) additional five (5) year terms.

Under the proposed lease agreement with Summit Grill the City obligations are:

- Provide a "white box" finish of the existing space.
- Allocate \$34.40 s/f for design services and tenant finish with an option to amortize up to an additional \$4.25 s/f at an interest rate of 2% over the term of the lease.
- Reimburse the 1% General City Sales Tax generated by Summit Grill's gross sales for a period not to exceed ten (10) years.

Summit Grill's obligations are:

- Operate a high-quality bar and grill.
- Employ at least thirty-five (35) people.
- Generate a minimum of \$1,000,000 in annual sales.
- Pay total rent including Common Area Maintenance (CAM) Fees of \$21.00 s/f or \$16,563.75 per month, beginning the third month of occupancy.

Attached is a proposed Resolution, which authorizes the City Manager to enter into a lease agreement with Summit Grill to operate a restaurant in the entire available retail space, located in The Heights at Linden Square.

ESTD 2012

SUMMIT GRILL

CLASSIC AMERICAN FARE

Happy Hour takes place in the bar from 3pm-6pm every day, because there's no reason for you to go home just yet.

- STARTERS -

⊗ Spinach and Baby Artichoke Dip
Fried Tortillas, Tomato Relish, Parmesan Cheese | 8.95

Togarashi Fried Shrimp
Sriracha-Lime Aioli, Sweet Thai Chili Sauce | 11.95

⊗ Spicy Buffalo Wings
Blue Cheese or Ranch Dressing | 8.95

*Seared Ahi Tuna
Asian Slaw, Citrus-Wasabi Vinaigrette,
Crispy Wontons | 12.95

Hummus
Grilled Pita, Fresh Vegetables, Feta, EVOO | 9.95

Grilled Shrimp Cocktail
Wild Argentinian Red Shrimp,
Bloody Mary Cocktail Sauce | 11.95

Fried Calamari
Spicy Peppers, Parmesan Cheese,
Roasted Tomato Sauce | 12.95

Charred Pork Belly Burnt Ends
Slow Roasted, House BBQ, Pickles | 9.95

Pot Roast Nachos
Cheddar & Jack Cheese, Peppers, Chipotle Cream | 10.95

Steak "Street" Tacos
Cotija Cheese, Onion, Cilantro, Chipotle Cream | 9.95
Gluten free upon request

- SANDWICHES -

"The Ultimate" Grilled Cheese
Braised Beef, 5 Cheeses, Horseradish Cream | 11.95

*Summit Grill Burger
Special Sauce, American Cheese, LTO | 11.95

*Nashville Hot Chicken Sandwich
Buttermilk Fried, Pickles, Jalapeño Aioli,
Martin's Potato Roll | 12.95

Corned Beef Brisket Reuben
House-Braised Brisket, Bavarian Sauerkraut,
Swiss Cheese, Marble Rye, 1000 Island Dressing | 14.95

*Prime Rib Dip
Slow Roasted Daily, Au Jus, Horseradish Cream,
Fresh Hoagie, French Fries | 17.95
Limited Availability

Grilled Chicken Club
Dijonnaise, Thick Cut Bacon, Swiss Cheese, LTO | 12.95

*Farmhouse Burger
Fried Egg Sunny Side Up, Smoked Bacon,
Sharp Cheddar Cheese, Truffle Aioli, LTO | 13.95

- ENTRÉES -

⊗ "Brick" Chicken
Amish Farm Chicken, Roasted Potatoes &
Vegetables | 24.95

BBQ Shrimp 'n' Grits
Spicy Andouille Sausage, Roasted Jalapeño
Cheese Grits | 21.95

Chicken-Fried Chicken
Country Gravy, Mashed Potatoes, Green Beans | 18.95

Romano-Crusted Tilapia
Mashed Potatoes, Green Beans, Lemon Butter | 20.95

Blackened Mahi Mahi Tacos
Black Beans, Rice, Fresh Vegetable Slaw,
Cotija Cheese | 18.95
Gluten free upon request

⊗ * Lobster-Stuffed
Faroe Island Atlantic Salmon
Shrimp, Brie Cheese, Green Beans,
Mashed Potatoes | 27.95

Fresh Icelandic Haddock Fish & Chips
Beer Battered, Steak Fries, Coleslaw,
Tartar Sauce | 19.95

Seafood Mac 'n' Cheese
Scallops, Shrimp, Tomatoes,
Creamy Cheese Sauce | 22.95

Chicken Pesto Pasta
Grilled Chicken, Peppers, Onion, Zucchini Squash,
Asparagus, Basil Pesto Cream Sauce | 18.95

⊗ *Grilled Faroe Island Atlantic Salmon
Jasmine Rice, Lemon Butter, Green Beans | 25.95

Traditional Pot Roast
Mashed Potatoes, Fried Onions, Gravy,
Green Beans | 19.95

- STEAKS & CHOPS -

Add to Any Steak:
Mushroom Demi Glace | Peppercorn Cream Sauce
Béarnaise | Bleu Cheese Crust
Balsamic Onions & Mushroom

*Black Angus Ribeye
Potato Croquettes, Sautéed Asparagus | 31.95

*Center-Cut Angus Beef Filet
Mashed Potatoes, Sautéed Asparagus | 34.95

*Pan-Seared "Duroc" Pork Chop
Roasted Potatoes, Mushrooms, Brussels Sprouts,
Marsala Cream | 25.95

*Kansas City Strip
Potato Croquettes, Sautéed Asparagus | 29.95

- SIDES -

Asparagus | 6.95 Baked Potato | 5.95
Mac 'n' Cheese | 6.95 Shoestring Fries | 4.95
Roasted Mushrooms | 5.95 Sautéed Green Beans | 5.95
Fried Brussels Sprouts | 6.95
Cream & Butter Mashed Potatoes | 4.95

- SOUP & SALAD -

Soup of the Day
cup 4.95 bowl 5.95

French Onion Soup
Swiss & Parmesan Cheeses, Crostini
cup 5.95 bowl 6.95

Add to any salad: Grilled Chicken 6.95 *Grilled Salmon 10.95

⊗ Wedge Salad
Crispy Bacon, Tomatoes, Cucumbers,
Blue Cheese Crumbles, Blue Cheese Dressing | 7.95

House Salad
Tomatoes, Cucumbers, Carrots, Radishes,
Choice of Dressing | 5.95

⊗ Seasonal Salad
Roasted Beets, Butternut Squash, Red Onion, Baby Kale,
Goat Cheese, Poppy Seed Dressing | 10.95

⊗ Chop Salad
Bacon, Olives, Tomatoes, Green Onion, Cucumbers,
Feta & Parmesan Cheese, Red Wine Vinaigrette | 6.95

Classic Caesar Salad
Crisp Romaine, Croutons,
Shaved Parmesan Cheese | 6.95

Fried Chicken Salad
Cheddar-Jack Cheese, Bacon, Carrots,
Tomatoes, Honey Mustard | 14.95

Grilled Vegetable Salad
Grilled Chicken, Artichokes, Zucchini Squash,
Asparagus, Red Onions, Tomatoes, Ricotta, Feta,
Lemon Thyme Vinaigrette | 15.95

*Black & Blue Steak Salad
Blackened Steak, Baby Kale, Tomatoes, Charred Red
Onions, Warm Bacon Vinaigrette | 16.95

*Blackened Faroe Island Salmon Salad
Smashed Avocado, Bacon, Corn Salsa, Tomatoes,
Chipotle Chips | 15.95

- DESSERTS -

Vanilla Bean Sea Salt Crème Brûlée
Chocolate Shell, Fresh Seasonal Berries | 7.95

Candy Bar Cake
Semisweet Chocolate Mousse, Chocolate Cake,
Crunchy Peanut Butter Milk Chocolate, Caramel,
Fleur de Sel | 9.95

Carrot Cake
Brown Butter Cream Cheese Icing,
Toasted Coconut | 8.95

Frozen Pumpkin Pecan Crunch Cake
Crunchy Butter Pecan Oat Crunch, Caramel | 8.95

Peppermint Cheese Cake
Chocolate Crust, Dark Chocolate Ganache | 9.95



⊗ Gluten free bread, buns, pasta & tortillas upon request | Please notify your server of any food allergies

*Your food is cooked to order | Consuming raw or undercooked meats, poultry, seafood, mollusk, or eggs may increase the risk of foodborne illness

- RED WINE -

J Lohr Falcon's Perch Pinot Noir
Monterey, CA | glass 9.95 bottle 36.95

Meiomi Pinot Noir
Napa Valley, CA | glass 14.95 bottle 52.95

Louis Latour Valmoissine Pinot Noir
FR | glass 8.95 bottle 33.95

Zestos Garnacha
SP | glass 7.95 bottle 29.95

Peirano Estate Vineyards Malbec
Lodi, CA | glass 7.95 bottle 29.95

The Velvet Devil Merlot
Walla Walla, WA | glass 8.95 bottle 30.95

Forces of Nature Red Blend
Paso Robles, CA | glass 9.95 bottle 36.95

Terra d'Oro Zinfandel
CA | glass 7.95 bottle 29.95

Sean Minor "Four Bears"
Cabernet Sauvignon
CA | glass 8.95 bottle 31.95

Tom Gore Vineyards
Cabernet Sauvignon
CA | glass 10.95 bottle 38.95

Ona, Priorat DOQ
SP | 34.95

Mouton Noir O.P.P. Pinot Noir
OR | 38.95

Wild Horse Pinot Noir
Central Coast, CA | 38.95

Argyle Reserve Pinot Noir
Willamette, OR | 59.95

Cardwell Hill Pinot Noir
Willamette, OR | 45.95

Soter Vineyards North Valley Pinot Noir
OR | 57.95

Benovia Pinot Noir
Russian River Valley, CA | 64.95

J Vineyard Russian River Pinot Noir
CA | 69.95

Domaine Lucien Muzard Santenay
Burgundy, FR | 74.95

Banfi Rosso di Montalcino
Tuscany, IT | 38.95

La Maialina Chianti
Tuscany, IT | 32.95

Trivento Golden Reserve Malbec
AR | 38.95

Nelms Road Merlot
WA | 34.95

Shafer Merlot
Napa, CA | 89.95

Skyfall Merlot
Columbia Valley, WA | 34.95

Ridge Three Valleys Zinfandel
Sonoma, CA | 49.95

Immortal Zin
Lodi, CA | 32.95

Novy Zinfandel
Russian River Valley, CA | 42.95

Lenore Syrah
Columbia Valley, WA | 36.95

Locations F-2
FR | 35.95

Owen Roe Ex Umbris Syrah
Columbia Valley, WA | 48.95

Renegade Wine Co. Red
Columbia Valley, WA | 27.95

Saved Red Blend
CA | 43.95

Fieldstone Convivio Red Blend
CA | 30.95

Estancia Meritage
Paso Robles, CA | 54.95

Twenty Rows Cabernet Sauvignon
Napa, CA | 43.95

Domaine Raspail-Ay Gigondas
FR | 75.95

Château Maurac, Haut-Médoc
Bordeaux, FR | 47.95

Franciscan Cabernet Sauvignon
Napa Valley, CA | 58.95

Whitehall Lane Cabernet Sauvignon
Napa, CA | 60.95

- RED WINE -

Mi Sueno El Llano Red Blend
Napa, CA | 68.95

Chappellet Signature Cabernet Sauvignon
Napa, CA | 86.95

Jordan Cabernet Sauvignon
Sonoma, CA | 98.95

Joseph Phelps Cabernet Sauvignon
Napa, CA | 125.95

- WHITE WINE -

La Marca Prosecco .187
Veneto, IT | glass 8.95

Castillo Perelada Rosado Brut Cava
Penedès, SP | glass 7.95 bottle 29.95

Renegade Rose
Columbia Valley, WA | glass 7.95 bottle 29.95

Villa San Martino Pinot Grigio
Friuli, IT | glass 7.95 bottle 29.95

Kungfu Girl Riesling
Walla Walla, WA | glass 9.95 bottle 34.95

E. Guigal Cotes du Rhone Blanc
FR | glass 8.95 bottle 33.95

Kim Crawford Sauvignon Blanc
NZ | glass 9.95 bottle 38.95

Ferrari-Carano Fume Blanc
Sonoma, CA | glass 7.95 bottle 29.95

Estancia Chardonnay
Monterey, CA | glass 8.95 bottle 33.95

Franciscan Chardonnay
Napa Valley, CA | glass 11.95 bottle 42.95

Dry Creek Chenin
Clarksburg, CA | glass 7.95 bottle 29.95

Ca' Furlan Prosecco
Veneto, IT | 38.95

Domaine Pfister
Cremant d'Alsace, FR | 46.95

Taittinger Brut La Francaise
Champagne, FR | 75.95

Veuve Clicquot Brut
Champagne, FR | 98.95

Van Duzer Rose
WA | 35.95

Quinta Apolonia White
Castilla y Leon, SP | 35.95

Rebholz Riesling Dry Estate
Pfalz, DE | 42.95

Abbazia Di Novacella Kerner
Alto Adige, IT | 35.95

King Estate Pinot Gris
OR | 36.95

Scarpetta Pinot Grigio
Friuli, IT | 31.95

Terra D'Oro Chenin Blanc/Viognier
CA | 35.95

Simi Sauvignon Blanc
Sonoma, CA | 31.95

Cuvée Clémence, Entre-Deux-Mers
Bordeaux, FR | 35.95

Joseph Phelps Sauvignon Blanc
Napa, CA | 58.95

Merlin-Cherrier Sancerre
Loire, FR | 42.95

Trimbach Pinot Blanc
Alsace, FR | 36.95

Groundwork Grenache Blanc
CA | 38.95

Moillard Bourgogne Chardonnay
Burgundy, FR | 36.95

Calera Vineyards Chardonnay
Central Coast, CA | 34.95

Domaine Eden Chardonnay
Santa Cruz, CA | 48.95

Cakebread Chardonnay
Napa, CA | 78.95

Kistler Les Noisetiers Chardonnay
Sonoma, CA | 115.95

- COCKTAILS -

Haven on Earth
Rumhaven Coconut Water Rum, Orange Curacao,
Pineapple, Grapefruit | 9.95

Perfect Manhattan
Buffalo Trace, Dolin Dry Vermouth, Dolin Sweet
Vermouth, House Made Brandy Cherries | 11.95

High West Rendezvous
High West Rendezvous, Whiskey, Dememara, Dolin
Rouge Sweet Vermouth, Angostura Bitters, Peychauds
Bitters, Orange | 11.95

French Harvest
St. Germain, La Marca, Orange Bitters,
Orange-Sugar Rim | 9.95

Peruvian Gentleman
Casamigos Blanco Tequila, Agave Nectar, Pimm's,
Mint Leaves | 10.95

Autumn Apple Bliss
Templeton Rye, Domaine De Canton, Chai Dememara,
Lemon Juice, Apple Butter | 9.95

Midnight in Paris
SD Strong Gin, Lemon Juice, Creme de Violette, Orange
Bitters, Simple Syrup | 11.95

The Winter Splash
Svedka Citron Vodka, Sparkling Brut Rosé,
Basil, Strawberries | 10.95

Summit's Espresso Martini
Chilled Espresso, Svedka, Kahula | 9.95

Stolen Feather
Chamomile Whiskey, Lemon Juice, Orange Bitters,
Ginger Beer | 8.95

- DRAFT BEERS -

Guinness 550 | Boulevard Wheat 4
Boulevard Pale Ale 4 | Dogfish Head Rotator
Boulevard Tank 7 55 | Boulevard Seasonal
Three Philosophers 6 | Lagunitas IPA 5
Ballast Point Rotator | Sam Adams Seasonal 55
Miller Lite 35 | Coors Light 4 | Blue Moon 5
Angry Orchard 65 | Martin City Hardway IPA 5
Stiegl Radler 55 | O'Dells IPA 55
Founders Porter 5 | KC Bier Dunkel 5

- BOTTLED BEER -

Bud Light 35 | Miller Lite 35
Budweiser 35 | Coors Light 35
Michelob Ultra 35 | Boulevard KC Pilsner 4
Boulevard The Calling IPA 5
Boulevard Bourbon Barrel Quad 6
Boulevard Whiskey Barrel Stout 6
PBR 35 | O'Doul's 35 | Corona Light 45
Stella Artois 45 | Heineken 45
Lagunitas Little Sumpin Sumpin 45
Pacifico 45 | Sam Adams Boston Lager 45
Deschutes Mirror Pond Pale Ale 45
Deschutes Fresh Squeezed IPA 45
Mother's Three Blind Mice 45
Goose Island Matilda 5
Bell's Two Hearted Ale 5
Sierra Nevada Hop Hunter 5
Breckenridge Vanilla Porter 6
Urquell Pilsner 5
■ High Life 3 | ■ Coors Banquet 3
■ Hamm's 3 | ■ Ballast Point Sculpin 45
■ Boulevard American Kolsch 4
■ Martin City Yoga Pants (gf) 5
■ Founders All Day IPA 3

520 W. 75th Street | Kansas City, MO 64114
www.summitgrillKC.com



Keep in touch! Follow us on social media for news
about events and promotions.



Contact Elise
at 816-361-9788 or at
events@summitgrillandbar.com
to plan your event today.

ESTD 2012
**SUMMIT
GRILL**
CLASSIC AMERICAN FARE



The Annex at Summit Grill
Our location in Walko is the perfect place to host all your meetings, parties and special events. It can accommodate up to 75 guests for a seated dinner or 150 for a cocktail party.

Amenities include:

- Private entrance
- Private bar
- Attached restrooms
- Customizable food and drink options
- Full audio/visual capabilities with 60" and 70" TVs
- Free wi-fi

Our management and culinary teams are committed to providing an experience that will leave a lasting impression on you and your guests.

**SUMMIT
GRILL**
520 W. 75th St.
Kansas City, MO 64114
summitgrillkc.com



THE ANNEX EVENT SPACE

- COLD APPETIZERS -

Mushroom Bruschetta
With Tomatoes, Balsamic Vinaigrette 10

Junco Shrimp Cocktail
With Cocktail Sauce 20

Cheese Tray
With Crackers 10

Vegetable Tray
With Ranch Dressing 10

Hummus
With Grilled Pita Bread 10

Hummus and Vegetable Tray
With Grilled Bread, Fresh Vegetables 10

- HOT APPETIZERS -

Togaraishi Shrimp
With Potatoes, Garlic Aioli, Thai Chili Sauce 10

Bacon-Wrapped Shrimp
With Ranch Dressing 20

Pot Roast Nachos
With Chipotle Aioli 10

Summit Sliders
With Special Sauce 15

Pot Roast Sliders
With Cheddar Cheese, Mushroom Cream 10

Chicken Wings
With Blue Cheese Dressing 10

Steak "Street" Tacos (gluten-free upon request)
With Onions, Cilantro, Queso, Chipotle Crema 10

Summit Chicken Sliders
With Bacon, Jalapeno 10

Mahi Mahi Tacos (gluten-free upon request)
With Legendary Salsa, Queso, Chipotle Crema 10

Fried Calamari
With Special Tomato Sauce 10

Spinach & Artichoke Dip
With Fried Tortillas 10

- LUNCH SELECTIONS -

Parties of 10-40 — three entrée choices
Parties of 40-75 — two entrée choices

16.95 / person
Entrées

Fried Chicken Salad | Classic Burger with French Fries
Parmesan-Crusted Tilapia | Traditional Pot Roast
Chicken Sandwich with French Fries | Seafood Mac 'n' Cheese
Blackened Salmon Salad

Desserts
Candy Bar Cake | Cake of the Week

21.95 / person
Soup or Salad

Soup of the Day | House Salad | Chop Salad

Entrées

Chicken-Fried Chicken | Traditional Pot Roast
Parmesan-Crusted Tilapia | Grilled Salmon
Grilled Chicken with Mushroom Marsala Cream
Blackened Salmon Salad | Seafood Mac 'n' Cheese

Desserts
Candy Bar Cake | Cake of the Week

29.95 / person
Soup or Salad

Soup of the Day | French Onion Soup
House Salad | Chop Salad

Entrées

Parmesan-Crusted Tilapia | Grilled Salmon
Grilled Chicken with Mushroom Marsala Cream
Shrimp Scampi | Kansas City Strip
Lobster-Stuffed Salmon

Desserts
Candy Bar Cake | Cake of the Week



Applicable sales tax and 20% gratuity added to all parties.

- DINNER SELECTIONS -

Soup or Salad
Soup of the Day | House Salad | Chop Salad

Entrées

Chicken-Fried Chicken | Parmesan-Crusted Tilapia
Traditional Pot Roast | Seafood Mac 'n' Cheese
Grilled Chicken with Mushroom Marsala Cream
Candy Bar Cake | Cake of the Week

Soup or Salad
Soup of the Day | House Salad | Chop Salad

Entrées

Kansas City Strip | Parmesan-Crusted Tilapia
Grilled Salmon | Lobster-Stuffed Salmon
Grilled Chicken with Mushroom Marsala Cream
Candy Bar Cake | Cake of the Week

Soup or Salad
Soup of the Day | French Onion Soup
House Salad | Chop Salad

Entrées

Romano City Strip | Parmesan-Crusted Tilapia
Grilled Salmon | Lobster-Stuffed Salmon
Grilled Chicken with Mushroom Marsala Cream
Shrimp Scampi | Large-Cut Filet
Candy Bar Cake | Cake of the Week

Appetizers

Pot Roast Nachos | Bacon-Wrapped Stuffed Shrimp
Soup of the Day | French Onion Soup
House Salad | Chop Salad

Entrées

Parmesan-Crusted Tilapia | Lobster-Stuffed Salmon
Angus Ribeye | Large-Cut Filet | Kansas City Strip
Small-Cut Filet with Bacon-Wrapped Shrimp
Candy Bar Cake | Cake of the Week
Seasonal Cheesecake

ESTD

2012

SUMMIT GRILL

- HAPPY HOUR -

Burger Slider

Special Sauce, Onion, Pickle | .95c

Fries

Parmesan, Truffle Aioli | 3.95

Togarashi Seared Ahi Tuna

Asian Slaw, Citrus-Wasabi Vinaigrette | 5.95

Steak "Street" Tacos

Cilantro, Onions, Queso Fresco | 5.95
Gluten free upon request.

🌶️ Wings

Spicy Buffalo Sauce, Blue Cheese Dressing | 4.95

🌶️ Spinach Dip

Fried Tortillas, Parmesan Cheese | 4.95

Pot Roast Sliders

Cheddar Cheese, Horseradish Sauce | 4.95

Fried Calamari

Spicy Peppers, Parmesan Cheese, Roasted Tomato Sauce | 5.95

Hummus

Grilled Pita, Sriracha, Olives, Feta | 3.95

Blackened Mahi Tacos

Chipotle Cream, Fresh Slaw | 5.95
Gluten free upon request.



Food Specials Available: 3-6pm Daily

Not available for carry out | Minimum beverage order of \$3

🌶️ Gluten Free Please notify your server of any food allergies

ESTD

2012

SUMMIT GRILL

- HAPPY HOUR -

Domestic Draft & Bottle Beers

\$1.95

Select Craft Draft & Bottle Beers

\$2.95

Well Drinks

\$3.95

Wine

Chardonnay, Sauvignon Blanc,
Cabernet Sauvignon, Pinot Noir
\$4.95

Cocktails

Red Sangria, Lemon Drop, Horsefeather,
Gimlet, Fresh-Squeezed Margarita
\$5.95



Drink Specials Available: 3-6pm Daily

Not available for carry out | Minimum beverage order of \$3

Jenny Vergara Oct 16, 2017



The pair own six concepts in the Kansas City area, including Third Street Social.

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Andy Lock, Domhnall Molloy Named Kansas City's Restaurateurs of the Year | Kansas City Restaurant News | Feast Magazine

Andy Lock and Domhnall Molloy, owners of Summit Group, LLC., have been named the 2017 Restaurateurs of the Year by the GKCRA. This is the highest honor a member of the organization can receive.

"We were very honored when we heard the news, because there are so many fantastic restaurant operators in Kansas City," Lock and Molloy say. "We share the honor with all our dedicated hard working employees who we couldn't do it without."

The two partners officially established their restaurant group in 2012 when they opened **Summit Grill** in Lee's Summit. They have since opened five additional concepts throughout the Lee's Summit and Kansas City areas, including a second Summit Grill location in Waldo, **Third Street Social**, **Boru Ramen Bar**, **Lakewood Local** and **Summit Cellar & Spirits**.

"We never planned on having this many restaurants or different concepts, but opportunities kept presenting themselves – it's been a great run," they tell Feast.

Lock and Molloy will receive the award at the GKCRA Inaugural Gala on Jan. 27 at the Embassy Suites Hotel in Olathe, Kansas. The annual event celebrates the individuals and businesses making an impact on the Kansas City restaurant industry.

The gala is also the largest fundraiser the GKCRA hosts each year, providing funds for scholarships and grants to students pursuing careers in the hospitality industry throughout the greater Kansas City area and across the state. The GKCRA is also one of the founding sponsors of Kansas City Restaurant Week, which has donated a combined total of nearly \$1.75 million to area nonprofit organizations over the course of eight years.

Awards aside, the two Summit Group partners say they are not content to rest on their accomplishments just yet, as they have announced expansion plans for two of their popular concepts in Kansas City. "We are actively looking at adding another Summit Grill location in the metro, in addition to one more Third Street Social if we can find the right building, but we have promised our wives we won't start anything until 2018," they say.

COMMERCIAL LEASE
The Heights at Linden Square Retail Lease

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

THIS LEASE AGREEMENT (the "Lease"), is entered into this 18 day of December 2017 (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) Additional Rent: The total of the Tenant's Share of Common Maintenance Expense under Article 6, Insurance under Article 13, and any other amounts due Landlord from Tenant hereunder, including any amount of the funds amortized during the initial Lease Term, which were necessary to complete Tenant's Work.

(b) Delivery Date: Landlord shall deliver the Demised Premises to Tenant no later than six (6) months after the Landlord receives the necessary building permit(s) to begin construction of the Landlord's Work (hereinafter defined); however, Landlord shall have the right to deliver the Demised Premises to Tenant on an earlier date with thirty (30) days prior written notice to Tenant. The date on which Landlord delivers the Premises to Tenant with a Certificate of Occupancy issued by the applicable governmental authority shall be the Delivery Date. The Demised Premises is hereby delivered to Tenant by Landlord "AS-IS" subject to the Landlord's Work set out in Exhibit C attached hereto.

(c) Demised Premises: Approximately 9,465 square feet of retail space in the building commonly known as The Heights at Linden Square Retail in Gladstone, Missouri (the "Retail Building"), such Demised Premises being shown and outlined on the plan attached hereto as Exhibit A, and being part of the **Mixed-Use Development** situated upon the property described in Exhibit B attached hereto. The term Mixed-Use Development shall refer to The Heights at Linden Square, more specifically described in Exhibit B, together with such additions and other changes as Landlord may from time to time designate as included within the Mixed-Use Development.

(d) Estimated Completion Date: Subject to excusable delays the Estimated Completion Date is September 1,, 2018

(e) Guarantors: Paul Andrew Lock and Domhnall Thomas Molloy (See Exhibit E)

(f) Landlord: The City of Gladstone, Missouri

(g) Landlord's mailing address:

7010 N. Holmes
Gladstone, Missouri 64118

(h) Landlord's Work: Landlord's responsibilities as illustrated on Exhibit C, as attached and incorporated herein. Landlord shall contribute One Hundred Fifty Eight Dollars and zero cents (\$158.00) per square foot of the Demised Premises toward Landlord and Tenant build-out or approximately \$1,495,470.00 (the "Tenant Improvement Allowance"). Any amount over the Tenant Improvement Allowance shall be Tenant's responsibility.

(i) Lease Term: Commencing on the Commencement Date (as hereinafter defined in Article 3) and expiring on the conclusion of the Fifth (5th) anniversary date of the Commencement Date.

(j) Base Rent:

Years 1 – 5: \$19.42 per square foot; or \$15,317.53 a month.
Excluding the first three months of Year 1, which shall be at a rate of \$0.00 per square foot; or \$0.00 a month

First option to renew: \$20.42 per square foot; or \$16,106.28 a month
Second option to renew: \$22.42 per square foot; or \$17,683.78 a month

(k) Option to Renew: Two Options to Renew for Five (5) Years Each

Tenant shall notify Landlord in writing of its intent to exercise an option to renew no later than one hundred eighty (180) days prior to the expiration of the then-current term.

(l) Percentage Rent: *Intentionally Deleted*

(m) Permitted Use: Restaurant / Bar & Grill

(n) Rent: The sum total of Base Rent, Additional Rent, and any other amounts due Landlord from Tenant hereunder.

(o) Security Deposit: \$15,317.53

(p) Site Plan: Site Plan as illustrated on Exhibit A, as attached and incorporated herein.

(q) Tenant: Northland Restaurant Associates, Inc., a Missouri corporation

(r) Tenant's address in Retail Building: To be provided

(s) Tenant's mailing address:

123 SE 3rd Street
Lee's Summit, Mo 64063

(u) Tenant's Trade Name: Summit Grill

(v) Tenant's Work: Tenant's responsibilities are illustrated on Exhibit C, attached hereto and incorporated herein, and which is further subject to the terms and conditions of the Sales Tax Reimbursement Agreement (the "Agreement") to be negotiated and executed by the Landlord and Tenant that shall reimburse, subject to the terms and conditions of the Agreement, the Tenant the one-percent (1%) General City Sales Tax, a term defined in the Agreement, generated by the Tenant at the Demised Premises. Further, the Tenant may amortize up to Two Hundred Five Thousand Dollars (\$205,000) of the funds necessary to complete Tenant's Work on a monthly basis during initial Lease Term at a two percent (2%) interest rate. Payment of the amortize amount shall be paid to the Landlord as Additional Rent.

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 as described in Section 1.1 (c) TO HAVE AND TO HOLD said Demised Premises for the Lease Term and any extension thereof specified in Section 1.1 (i), 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 which is the earlier to occur:

- 1.) sixty (60) days from the Delivery Date, or
- 2.) the date in which Tenant opens to the public.

ARTICLE 4

Monthly Payment

4.1 Base Rent and Additional Rent shall accrue hereunder from the Commencement Date, excluding the first three months of Year 1 of the initial Lease Term, 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.

4.2 Except as otherwise provided herein, the first Rent payment shall be due and payable on or before the first (1st) day of the fourth (4th) month of Year 1 of the initial Lease

Term following the Delivery 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 and any extension thereof; provided that if the first (1st) day of the fourth (4th) month of Year 1 of the initial Lease Term is a date other than the first (1st) day of a calendar month, there shall be due and payable on such date a prorated amount of Rent for the month in which such date occurs plus the amount of Rent due for the first complete calendar month following.

ARTICLE 5

CID Tax

Intentionally Deleted.

ARTICLE 6

Common Area

6.1 The Common Area (as hereafter defined) is the part of the Retail Building designated by Landlord from time to time for the common use of all tenants of the Retail Building. For purposes of this Lease, Common Areas shall include, without limitation: the Retail Building(s) exterior, signage identifying the center, roof, parking area, sidewalks, canopies and soffits, landscaping, grass-covered areas, lawn and fire sprinklers, curbs, loading areas, docks, private streets, alleys, service drives and entrances, lighting facilities, common storm water detention facilities, areas determined to be part of the Common Area, and other areas and improvements provided by Landlord for the common use of all tenants of the Retail Building, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine; provided, however, such management, control, operation and maintenance shall not adversely affect Tenants use of the Demised Premises. Landlord reserves the right to change from time to time the dimensions and location of the Common Area as shown on the Retail Building, but any such changes shall not increase Tenant's Percentage Share of Common Area Expenses.

Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Retail Building and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe and deliver to tenants of the Retail Building, including the designation of specific areas within the Retail Building or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant shall not solicit business, display merchandise within the Common Area, distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord, which such consent shall not be unreasonably withheld, conditioned or delayed. Any banner or signage outside of the Demised Premises shall require the prior approval, in its entirety, of the Landlord, which such approval shall not be unreasonably withheld, conditioned or delayed. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

6.2 Tenant agrees to pay as Additional Rent its proportionate share of the cost of operating, managing and maintaining the Common Area of the Retail Building (collectively the "Common Area Expense") relating to the period of Tenant's occupancy of the Demised Premises, including, without limitation, but subject to Section 6.3, those costs incurred for lighting, water, sewer, painting, sealing, striping, cleaning, policing, inspecting, landscaping, repairing, replacing, guarding and protecting, repairing vandalism, controlling pests, any non-reimbursed insurance deductible, accounting functions and administrative fees which may be incurred by Landlord in its commercially reasonable discretion. Pursuant to Article 4, Tenant shall make monthly payments to the Landlord equal to Tenant's proportionate share of the Common Area Expense (said monthly payments referred to as "Common Area Expense Payments"). Tenant authorizes Landlord to use its Common Area Expense Payments to pay such Common Area Expenses. The Tenant's Common Area Expense Payments are subject to increasing by a maximum of 3% on January 1 of each calendar year. Tenant's initial Common Area Expense Payment shall be \$1.58 per square foot of the Demised Premises for the first year of the Lease.

6.3 Notwithstanding anything to the contrary herein, it is expressly agreed that Common Area Expense shall not include, and Tenant shall not be responsible for any of the following:

- (i) costs related to seeking and obtaining new tenants as well as retaining existing tenants – such as advertising and promotional expenditures, brokerage and leasing commissions, architectural, engineering, and attorneys' fees, and any costs related to renovating or otherwise improving, decorating, painting or redecorating leasable space;
- (ii) costs related to the advertisement and/or promotion of the Retail Building, including but not limited to costs related to the purchase, fabrication, and/or installation of any signs identifying Landlord, or the Retail Building;
- (iii) costs related to enforcing leases or other agreements against tenants or occupants of the Retail Building – such as attorneys' fees, court costs, adverse judgments and similar expenses;
- (iv) all items and services that are provided specifically for the benefit of other tenant(s) of the Retail Building but that are not available to Tenant;
- (v) costs to maintain, repair or replace slab floors, foundations or structural portions of the buildings or spaces located within the Retail Building, or other costs for alterations, additions or improvements such as the buildings and newly constructed Common Areas that are in the nature of capital improvements or expenditures under generally accepted accounting principles, and any charges for depreciation of any assets;
- (vi) interest, principal, points and fees on debts or amortization on any mortgage or mortgages or any other debt instrument encumbering all or any portion of the

Retail Building or the real property upon which the Retail Building is located, or any other depreciation and/or amortization of debt, or any other costs incurred pursuant to the financing of the Retail Building including impact fees and/or development costs; and any rental under any ground lease or other lease;

- (vii) overhead and profit paid to subsidiaries or affiliates of Landlord for management services or materials to the extent that the costs of those items would not have been paid had the services and materials been provided by unaffiliated parties on a competitive basis;
- (viii) any compensation paid to clerks, attendants or other person in commercial concessions operated by Landlord;
- (ix) any costs, fines or penalties incurred due to violations by Landlord of any governmental rule or authority or violations by Landlord of any of the terms and conditions of any leases or other agreements in the Retail Building; or costs incurred by Landlord due to the negligence or misconduct of Landlord or its agents, contractors, licensees or employees or the violation by Landlord or any tenants or other occupants of the terms and conditions of any lease of space or other agreements including this Lease;
- (x) the costs of correcting any code violations unless the violation shall be caused by actions of Tenant;
- (xi) costs attributable to repairing items that are covered by warranties;
- (xii) costs incurred by Landlord for repair or restoration plus any amount that Landlord is reimbursed (or would have been reimbursed had Landlord maintained the proper insurance as required hereunder) by insurance proceeds, and/or to the extent of any condemnation proceeds;
- (xiii) costs involved in the replacement of the roof, building façade and parking lot;
- (xiv) costs related to the initial build-out of the Common Areas and costs for any repairs or other work performed to correct defects in the original construction of the same;
- (xv) costs for sculpture, paintings or other objects of art, or costs for the purchase, installation, maintenance and/or removal of seasonal and/or holiday decorations;
- (xvi) reserve funds for future repairs and/or maintenance;
- (xvii) professional dues, lobbying costs, charitable contributions and political contributions;
- (xviii) wages, salaries or other compensation paid to any employee of Landlord except for the reasonable cost of those employees engaged directly and solely in the

management of the Retail Building, not to exceed two percent (2%) of the Common Area Expense;

- (xix) any fees charged for profit, overhead, management, or administration of the Retail Building, or any salaries or wages except for the reasonable cost of those employees engaged directly and solely in the management of the Retail Building; and
- (xv) costs to repair or replace any part of the Common Area, including repairing any vandalism caused by another tenant of the Retail Building or such tenant's employees, agents or invitees.

Furthermore, Tenant shall not be required to pay any charge under this Lease that is duplicative of a charge actually assessed against Tenant pursuant to this Section or any other provision of this Lease, and any Common Area profits or other profits attributable to the Common Areas or any part thereof received by Landlord, shall be deducted from the Common Area Expense prior to calculating Tenant's proportionate share of Common Area Expense.

ARTICLE 7

Use and Care of Demised Premises

7.1 During the Term of the Lease and any extension thereof, 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, which such consent shall not be unreasonably withheld, conditioned or delayed, 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, which such consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the Lease Term and any extension thereof conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Except during reasonable periods for events constituting acts of terrorism, acts of God, other force majeure events, breakfast hours, holidays and for repairing, cleaning and decorating the Demised Premises, Tenant shall keep the Demised Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) reasonably established by Landlord from time to time as store hours for the Retail Building, and during any other day hours when the Retail Building generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or government regulation. Notwithstanding the foregoing, Tenant shall be permitted to close periodically for inventory audits provided that the Tenant is not closed more than four (4) consecutive business days to prepare for such events.

7.2 Subject to Tenant's use of the Demised Premises for a restaurant, bar and grill, Tenant shall not, without Landlord's prior written consent, keep anything within the Demised Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other part of the Retail Building. Tenant

shall pay as Additional Rent, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupation of the Demised Premises. All property kept, stored or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk.

7.3 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.

7.4 Tenant shall exercise reasonable care and diligence in taking good care of the Demised Premises and keep the same free from waste at all times. Tenant shall keep the Demised Premises and store front glass, sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times, and shall store all trash and garbage within the Demised Premises, arranging for the regular pickup of such trash and garbage at Tenant's expense. Tenant will store all trash and garbage within the area designated by Landlord for such trash pickup and removal and only in receptacles of the size, design and color from time to time prescribed by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time, reasonably prescribed by Landlord. Landlord may, at its sole option, arrange for collection of all trash and garbage and, should Landlord exercise such election, Tenant's proportionate share of the cost thereof will be part of its Common Area Expense. Tenant shall not operate an incinerator or burn trash or garbage within the Retail Building.

7.5 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 restaurants, bars, general office use or use consistent with the business permitted under Section 1.1(m) (including, without limitation, copying machine chemicals and kitchen cleansers).

7.6 Notwithstanding anything herein to the contrary, Landlord hereby grants to Tenant the exclusive right to own and operate a restaurant, bar, grill and lounge serving American inspired food and beverages in the Mixed-Use Development, and shall not lease any space in the Mixed-Use Development to the following: Chili's Grill & Bar, 54th Street Grill, Applebee's, Ruby Tuesdays, Fuddruckers, Cheddars, Bennigans, Houlihan's, O'Charleys or any other similar restaurant; provided, however, Landlord may lease space to be used as fast food restaurants and restaurants serving ethnic food, such as Chinese, Japanese, Thai, Mexican and Italian food in the Mixed-Use Development.

ARTICLE 8

Maintenance and Repair of Demised Premises

8.1 Landlord shall, at Landlord's sole cost, keep, maintain repair and replace, as necessary, the structural portions of the foundation, the exterior walls (except; awnings, store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware, and painting or other treatment of interior and exterior walls) and roof of the Retail Building in which the Demised Premises is located, and any plumbing or sewage main lines, or other utilities servicing more than one tenant of the Retail Building in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be made by Tenant. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time, not to exceed 5 days) shall have elapsed after delivery of such written notice. Landlord's obligation hereunder is limited to repairs specified in this Section 8.1 only, 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.

8.3 Tenant shall keep the Demised Premises in good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 8.1 and Article 15, and shall keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing. If any repairs required to be made by Tenant hereunder are not started within ten days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as Additional Rent the cost of such repairs and failure to do so shall constitute an event of default hereunder. At the expiration of this Lease, Tenant shall surrender the Demised Premises in good condition, reasonable wear and tear and loss by fire or other casualty or condemnation excepted, and shall surrender all keys for

the Demised Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises.

ARTICLE 9

Alterations

9.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord (which shall not be unreasonably withheld, conditioned or delayed), except for the installation of unattached, movable trade fixtures which may be installed without materially defacing the Demised Premises; and provided further, Tenant shall be permitted to make non-structural modifications to the Demised Premises without the prior consent of Landlord to the extent the cost thereof does not exceed \$25,000 in any twelve month period. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this Lease, unless Landlord requires their removal in which event Tenant shall remove the same and restore the Demised Premises to its original condition, including repairing all holes in the walls and ceilings and restoring the same to good condition after the removal of said fixture. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises is a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant. It is expressly agreed that Tenant may remove moveable furniture, and other personal property items that can be unhooked or disconnected without material damage to the Demised Premises, including without limitation the grill, three compartment sink, walk-in freezer, walk-in cooler and dishwasher.

9.2 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.

9.3 Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof or exterior walls shall be approved by the Landlord, through the City of Gladstone's permitting process, and Flarhety & Collins and shall be performed by Landlord's roofing contractor at Tenant's expense and that when completed Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations have been completed in accordance with the plans and specifications therefore approved by Landlord. Under no uncertain terms shall the Tenant permit any contractor or subcontractor to penetrate the roof, or any part thereof, or in any way repair the same, as it could cause the warranty given by the Landlord's roofing contractor or manufacturer to become void.

9.4 Neither the Tenant nor the Landlord shall do or suffer anything to be done under Article 8, Article 9, or this Lease generally whereby the Demised Premises, or any part thereof, may be encumbered by any mechanics' or materialmen's or other similar lien. Whenever and as often as any mechanics' or materialmen's or other similar lien is filed against the Demised Premises, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Demised Premises by the Tenant or Landlord, the Tenant or Landlord, as applicable, shall discharge the same of record within sixty (60) days after the date of filing. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to the Tenant or to anyone claiming by, through or under the Tenant upon credit, and that no mechanics' or materialmen's or other similar lien for any such labor services or materials shall attached to or affect the reversionary or other estate of the Landlord in and to the Property or any part thereof.

9.5 Both the Tenant and the Landlord, notwithstanding Section 9.4 above, shall have the right (except as hereinafter provided) to contest any such mechanics' or materialmen's or other similar lien if and provided that the Tenant or Landlord, as the case may be (i) within said 60-day period stated above notifies the other party in writing of such party's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Demised Premises, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures record release or satisfaction thereof. If the Landlord shall notify the Tenant that, in the opinion of counsel, by nonpayment of such items incurred by Tenant, the Landlord's title or interest in the Demised Premises will be endangered, or the Property or any part thereof will be subject to loss or forfeiture, then the Tenant shall promptly pay or cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). Each party shall hold the other party whole and harmless from any loss, costs or expenses the other party may incur in relation to any such contest. The Landlord will cooperate fully with the Tenant in any such contest.

ARTICLE 10

Landlord's Right of Access; Use of Roof

10.1 Landlord shall have the right upon at least 24 hours prior written 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.

10.2 Notwithstanding the foregoing, the use of the roof above the Demised Premises is reserved exclusively to Landlord. Tenant is strictly prohibited from accessing the roof without Landlord approval and without being accompanied by the Landlord's representative; provided however, in the event of a failure of the HVAC system requiring immediate response, Tenant may access the roof to make necessary repairs without prior notice to Landlord, provided further however, that Tenant shall as soon as possible notify Landlord regarding the same.

ARTICLE 11
Signs; Store Fronts

11.1 Tenant shall comply with the local city codes regarding signage and store fronts.

11.2 Tenant shall have erected and/or installed signs that are fully operative on or before the grand opening of Tenant's business in accordance with the City of Gladstone, Missouri sign ordinance. Further such signs shall have been approved by the City of Gladstone, Missouri at Tenant's sole cost and expense. Tenant, upon vacation of the Demised Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the Retail Building fascia surface where signs are attached.

ARTICLE 12
Utilities and Premises

12.1 Upon completion of the Landlord's Work as specified in Exhibit C, Tenant shall accept the Demised Premises and commence in a timely manner the Tenant's Work as specified in Exhibit C.

12.2 From and after the Delivery Date, Tenant shall, in its own name contract for and promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished exclusively to the Demised Premises and shall promptly pay any maintenance charges therefore.

12.3 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 Demised 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 Lease Term, and any extension thereof, 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 Rent the premium cost thereof.

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.

13.4 Landlord shall insure the Retail Building against loss or damage normally covered under commercial property insurance policies (including, without limitation, earthquake, flood, boiler and machinery, war risk and acts of terrorism (if and to the extent such coverages are generally available at commercially reasonable rates), and rent loss and/or business interruption) and otherwise with such coverages, deductibles, sub-limits, and exclusions as are typical for owners of real estate similar to the Retail Building from time to time and/or as are required by applicable law. Such insurance shall be for the full insurable value (actual replacement value without deduction for physical deterioration) of the Retail Building, shall name Landlord's mortgagee, if any, as first mortgagee/secured party and loss payee, and shall provide that the insurance for the Retail Building, as required herein, shall not be canceled without at least thirty (30) days' prior written notice to Tenant and Landlord's mortgagee, if any. Landlord shall, from time to time and upon the written request of Tenant, furnish a certificate of insurance demonstrating that such insurance is in full force and effect.

13.5 Landlord shall obtain and keep in force a policy or policies of commercial general liability insurance covering any losses or claims arising in whole or in part from Landlord's ownership and use of the Retail Building, which as of the Effective Date, shall be with minimum single limit of coverage for any one occurrence of not less than \$1,000,000 with an aggregate of not less than \$2,000,000, with an excess/umbrella liability policy of not less than \$5,000,000. Landlord shall from time to time upon the written request of Tenant furnish a certificate of insurance demonstrating that such insurance is in full force and effect.

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 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 Retail 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 un-tenantable 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 Base Rent and Additional Rent shall be reduced to such extent as may be fair and reasonable under the circumstances. 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

16.1 If a portion of the Mixed-Use Development is condemned by any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof and such portion will prevent the practical use of the Demised Premises for Tenant's purpose, this Lease shall terminate and all obligations thereunder shall terminate effective on the date physical possession is taken by the condemning authority.

16.2 If a portion of the Demised Premises less than that portion so described in Section 16.1 above should be taken as aforesaid, this Lease shall not terminate; however, the Base Rent and Additional Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the Retail Building area taken, effective on the date physical possession is taken by the condemning authority.

16.3 If any portion of the Common Area shall be taken as aforesaid, this Lease shall not terminate, but the Additional Rent payable hereunder shall be prorated accordingly, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Retail Building shall be less than seventy percent (70%) of the area of the Common Area immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date physical possession is taken by the condemning authority.

16.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property if a separate award for such items is made to Tenant.

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.

17.2 Tenant shall not mortgage, convey, pledge, assign, transfer, sublease or otherwise encumber its interest in this Lease or in the Demised Premises without the written consent of Landlord, which such consent shall not be unreasonably withheld.

ARTICLE 18
Property Taxes

Intentionally Deleted

ARTICLE 19
Default by Tenant

19.1(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 bankruptcy 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) Except as otherwise provided herein, 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 Section 25.8 & 25.9 of this Lease.

19.1(2) The Landlord's failure annually appropriate funds under the Sales Tax Reimbursement Agreement by and the between the Landlord and the Tenant shall be considered an event of default by the Landlord, thus allowing the Tenant to terminate this Lease without penalty.

19.2 Upon the occurrence of any such Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Landlord may terminate this Lease and Tenant's right to possession in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which he may have for possession or arrearages in rental, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

(b) Landlord may enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor with or without having terminated the Lease.

(c) Landlord may enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

(d) Landlord may alter all locks and other security devices at the Demised Premises without terminating this Lease.

19.3 Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Demised Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such

alteration of locks or other security devices and no expulsion of Tenant or other exercise of dominion by Landlord over the property of Tenant or others at the Demised Premises shall be deemed unauthorized or constitute a conversion. Tenant hereby consents, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Demises Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

19.4 In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all Base Rent and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the difference between (1) the total Base Rent for the remaining portion of the Lease Term (had such term not been terminated by Landlord prior to the date of expiration stated in Article 1), and (2) the then present value of the then fair rental value of the Demised Premises for such period.

19.5 In the event that Landlord elects to repossess the Demised Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all Base Rent and other indebtedness accrued to the date of such repossession, plus Base Rent required to be paid by Tenant to Landlord during the remainder of the Lease Term (when and as the same shall thereafter become due) until the date of expiration of the term as stated in Article 1 diminished by any net sums thereafter received by Landlord through reletting the Demises Premises during said period (after deducting expenses incurred by Landlord as provided in Section 19.5 hereof). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Article 19, may be brought, from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term.

19.6 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.

19.7 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.

19.8 If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Demised Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all actual out-of-pocket costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

19.9 Upon receipt from Tenant of the Security Deposit, such sum shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit is not an advance payment of Rent or a measure of Landlord's damages in case of default by Tenant. Said Security Deposit shall be held by Landlord without payment of interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease any of the Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid then Landlord may, at the option of the Landlord (but Landlord shall not be required to) appropriate and apply any portion of said deposit to the payment of any such overdue Rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the Security Deposit, or any portion thereof be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) business days after receipt of such demand shall constitute a default under this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the Rent herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant within a reasonable period of time after the end of the Lease Term, or within a reasonable period of time after the earlier termination of this Lease.

19.10 In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages, 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

In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying said Demised Premises as a tenant from month to month at Base Rent equal to the Base Rent herein provided plus twenty-five percent (25%) of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

ARTICLE 21

Subordination

21.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Demised Premises or the Retail Building, and to any renewals and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Retail Building, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request. Notwithstanding the foregoing, with regard to any pledge, mortgage or subordination executed by Landlord, Landlord shall provide to Tenant a non-disturbance agreement from any mortgagee or other lienholder of Landlord's interest in the Demised Premises. Such non-disturbance agreement shall be in form and content reasonably acceptable to Tenant and Lender, together with a representation that the Landlord is not in default of any of the terms of any such mortgage or security agreement as of the date thereof.

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: Andy Lock and Domhnall Molloy
Facsimile No.: _____
Contact No.: _____

With a copy to:

Seigfreid Bingham, P.C.
2323 Grand Boulevard, Suite 1000
Kansas City, MO 64108
Facsimile: 816.474.3447
Attn: Mark H. Gilgus

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

23.1 In the event Tenant fails to pay to Landlord within five (5) business days of when due any installment of Base Rent, Additional Rent or other sum to be paid to Landlord which may become due hereunder, Landlord will incur additional expenses in an amount not readily ascertainable and which has not been elsewhere provided for between Landlord and Tenant. If Tenant should fail to pay to Landlord within five (5) business days of when due any installment

of Base Rent, Additional Rent or other sum to be paid hereunder, Tenant will pay Landlord on demand a late charge of five percent (5%) of the aggregate amount due thereof as a penalty for late payment. Failure to pay such late charge upon demand therefore shall be an Event of Default hereunder. Provision for such late charge shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

ARTICLE 24 **Alteration of Tenant's Assets**

Tenant shall not unintentionally, intentionally, or willfully restructure, reorganize or substantially shift or alter the assets of Tenant or its Guarantor, or place Tenant in a non-liquid financial condition which would adversely impact Tenant in an effort to diminish the ability of Landlord to collect Rent or any other sums which shall become due under the terms of this Lease.

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 Rent, 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 Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this lease other than a broker representing the Landlord ("Landlord's Broker"). In the event any agent or broker other than Landlord's Broker shall make a claim for a commission or fee, Tenant shall be responsible for payment thereof and hereby indemnifies and holds Landlord harmless from such claim for commission or fees. The Landlord agrees to pay a cash commission pursuant to separate written agreements.

25.8 Tenant agrees that it will, from time to time, upon request by the Landlord, execute and deliver to Landlord within ten (10) business days after demand therefore an estoppel certificate in Landlord's form as depicted in Exhibit D attached hereto certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified). Tenant's failure to execute and deliver to Landlord an estoppel certificate within ten (10) business days of demand shall constitute an event of default under Section 19.1 of this Lease. In no event shall Landlord request an estoppel certificate more frequently than once every twelve months.

25.9 Tenant and Guarantor(s) represent and warrant to Landlord that the financial statements delivered to Landlord prior to the execution of this Lease properly reflect the true and correct value of all the assets and liabilities of Tenant and Guarantor(s). Tenant and Guarantor(s) acknowledge that in entering into this Lease, Landlord is relying upon such statements and Tenant and Guarantor(s) shall supply Landlord updated financial statements of Tenant and Guarantor(s) each Lease Year as requested by Landlord. Such statements in all cases shall be certified by Tenant and Guarantor(s), if such parties are individual(s), or their officers, if entities, to be true and correct. Tenant and Guarantor(s) shall provide such statements (not more frequently than once each year) within twenty-one (21) days of such written request by Landlord. All financial statements and information of Tenant and Guarantors shall be maintained by Landlord in strict confidence.

25.10 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.

25.11 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.

25.12 The Parties understand that the Landlord's right to possession of the Demised Premises is subject to a Retail/Commercial Lease Agreement By and Between F&C Gladstone Owner, LLC and City of Gladstone, Missouri ("Retail Lease"). The Retail Lease grants the Landlord the right to sublease the Demised Premises without the written consent of F&C Gladstone Owner, LLC. Should the Retail Lease terminate prior to the termination of this Lease, this Lease will survive and operate as a direct lease between the Tenant and F&C Gladstone Owner, LLC.

ARTICLE 26 CONDITIONS

26.1 Lease Conditions.

Notwithstanding anything to the contrary herein, the Lease shall not become effective unless the following conditions have been satisfied:

- (i) Within thirty (30) days after the Effective Date, Tenant and Landlord shall have agreed to plans and construction costs; and
- (ii) There shall have been no material adverse effect or damage to the Demised Premises prior to the Delivery Date.

If the foregoing condition under Section 26.1(i) is not satisfied, or it is determined that such condition cannot be satisfied on or before the specific date applicable, either party may terminate this Lease without any further obligations hereunder. If the foregoing condition under Section 26.1(ii) is not satisfied and as a result the Demised Premises cannot be delivered by May 1, 2018, then the parties will negotiate in good faith to try to reach agreement on an acceptable Delivery Date. In the event the parties cannot within five (5) days of the adverse effect or damage to the Demised Premises, reach agreement on such subsequent Delivery Date, then either party may terminate this Lease without any further obligations hereunder.

[Signature page to follow]

DATED 18 day of December, 2017.

WITNESS:

Ruth E. Boachino
City Clerk

LANDLORD: City of Gladstone, Missouri

By: Scott Wingerson
Scott Wingerson, City Manager

WITNESS:

[Signature]

**TENANT: Northland Restaurant Associates,
Inc., a Missouri corporation**

By: [Signature]
Domhnall Thomas Molloy, President

TENANT GUARANTORS:

[Signature]
Paul Andrew Lock, an individual

[Signature]
Domhnall Thomas Molloy, an individual

EXHIBIT A
DEMISED PREMISES

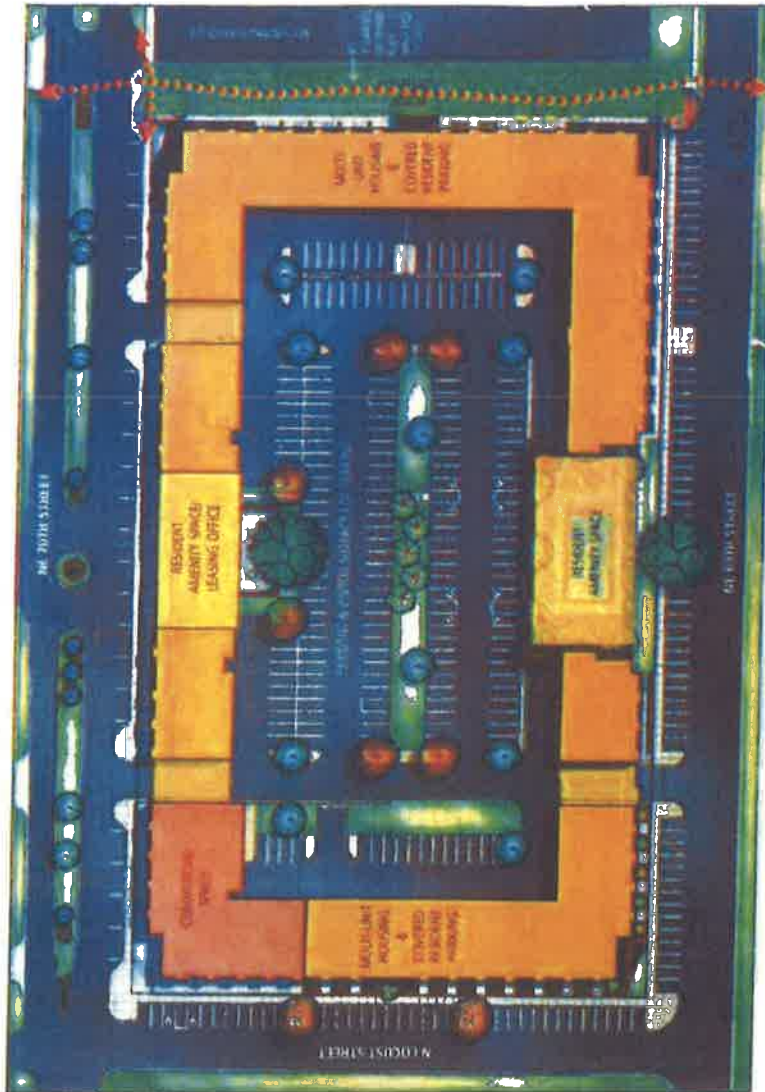
[To Follow]

EXHIBIT B

DESCRIPTION OF THE HEIGHTS AT LINDEN SQUARE

Attached to and forming a part of Lease dated 12/18/17 between The City of Glendale ("Landlord") and Summit Grill ("Tenant"), initialed by

[Signature] *[Signature]*
Landlord Tenant



1214306v3

EXHIBIT C
DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

Attached to and forming a part of Lease dated 12/18/17 between The City of Gladstone ("Landlord"), and Northland Restaurant Associates, Inc., a Missouri corporation, Tenant, initialed by:


Landlord 
Tenant

This document outlines the responsibilities of both Tenant and Landlord with respect to the Demised Premises.

The Landlord shall be responsible for all bidding, selection of qualified contractors, construction management, permitting and other necessary governmental approvals required to complete Landlord's Work. The Landlord shall provide to the Tenant any construction contract executed by the Landlord to complete Landlord's Work. Further, the Landlord shall pay up to \$65,000 to a qualified, mutually agreed upon architect to design the plans necessary to complete the work contemplated herein.

The Landlord shall contribute \$158.00/SF, at its sole cost and expense, and complete the following in a workmanlike manner, conforming with all local, state and national codes.

- 1. Electrical Service** - Landlord shall solely provide and install all materials and equipment necessary for the provision of electrical service to the Demised Premises
- 2. Water Service** - Landlord solely shall provide and install all materials and equipment necessary for the provision of water service to the Demised Premises
- 3. Gas Service** - Landlord solely shall provide and install all materials and equipment necessary for the provision of gas service to the Demised Premises
- 4. Building Sanitary Sewer** - Landlord solely shall provide and install all materials and equipment necessary for the provision of sanitary sewer service to the Demised Premises
- 5. Telephone Conduit** - Landlord shall solely provide and install telephone conduit, stubbed at Tenant's specified location. Telephone service and conductors will be by the Tenant.
- 6. HVAC System** - Landlord shall solely be responsible for all materials and equipment, in addition to all labor, involved with installation.
- 7. Drywall & Ceiling System** - Landlord shall solely be responsible for materials, in addition to all labor and materials involved with installation.
- 8. Restrooms** - Landlord shall solely be responsible for materials and labor involved with the build out of restrooms in the Demised Premises.

9. Floors – Landlord shall be solely responsible for materials and labor involved with the installation of floors in the Demised Premises

10. Egress – Landlord shall be responsible for a complete and operable storefront system including one entrance and one back exit door.

11. Trash Removal - Interior of Demised Premises, including all storage areas and basements, shall be free of all personal property and/or debris. Demised Premises shall be delivered in a “broom-clean” condition.

12. Dumpster Area - There currently exists a suitable dumpster location sufficient to adequately service the store under normal operations, which shall meet the standards of the local health agency. The dumpster location shall be shared among the building tenants.

13. Exterior and Structural Conditions - With the exception of the Tenant’s trade dress, Landlord is responsible for all exterior and structural conditions, including but not limited to the roof, building facade, sidewalks, parking lot, landscaping, and common areas.

14. Grease Trap - There currently exists a shared grease trap for Tenant's use per city code.

15. FF&E – Tenant is responsible for all furniture, fixture and equipment above the cost of \$158.00 per square foot or \$1,495,470.00, which is further subject to the terms and conditions of the Sales Tax Reimbursement Agreement (the “Agreement”) to be negotiated and executed by the Landlord and Tenant, which shall reimburse, subject to the terms and conditions of the Agreement, the Tenant the one-percent (1%) General City Sales Tax, a term defined in the Agreement, generated by the Tenant at the Demised Premise.

EXHIBIT D

ESTOPPEL CERTIFICATE

Attached to and forming a part of Lease dated 12/18/17 between The City of Gladstone, Missouri ("Landlord") and Northland Restaurant Associates, Inc., a Missouri corporation, ("Tenant"), initialed by:

Seth / [Signature]
Landlord Tenant

Tenant Estoppel Certificate

TO: (PURCHASER)

RE: Property Address:

Lease Date: December 18, 2017
Between: City of Gladstone, Landlord
and Northland Restaurant Associates, Inc., Tenant
Square Footage Lease: 9465

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 not 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 \$_____ 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. The amount of security deposit is \$15,317.53.

4. Tenant took possession of the Demised Premises on _____, 20____ and commenced to pay rent on _____, 20____ in the amount of \$_____

5. The Lease expires on _____, 20____ and Tenant has the following renewal option(s):

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, except:

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. The base year for operating expenses, as defined in the Lease, is _____ (if applicable).

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

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

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

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

14. The statements contained herein may be relied upon by the Landlord under the Lease and by any prospective purchaser of the Demised Premises.

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

Dated this 18 day of December, 2017.

TENANT:

Northland Restaurant Associates, Inc.,
a Missouri corporation

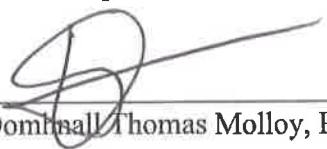
By: 
Donald Thomas Molloy, President

EXHIBIT E
Guaranty of Lease

GUARANTY

In order to induce **The City of Gladstone, Missouri** ("Landlord") to enter into that certain Lease Agreement dated the 18 day of December 2017 (the "Lease") between Landlord and Northland Restaurant Associates, Inc., a Missouri corporation ("Tenant"), and in consideration of the benefits inuring to the undersigned (the "Guarantor") under said Lease, the receipt and sufficiency of which is represented by Guarantor to Landlord to be sufficient and adequate, Guarantor hereby conditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein, subject to the following schedule: this Guaranty (1) shall unconditionally guarantee the performance of all of the Tenant's obligations under the Lease for Lease Years 1 – 5; (2) shall remain in full force throughout Lease Years 1 – 5; and (3) may not be modified or amended without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed and any attempted modification or amendment without such written consent shall be void.

This Guaranty is a guaranty of payment and performance, and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection herewith or in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby.

Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate and Guarantor shall not be released thereby, but shall continue to be fully liable for the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees (1) to indemnify and hold harmless Landlord from and against any claims, damages, expenses or losses, including to the extent permitted by law, the reasonable fees of an attorney, resulting from or arising out of any breach of the Lease by Tenant or by reason of Tenant's failure to perform any of its obligations thereunder, and (2) to the extent

permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney, incurred by Landlord in enforcing this Guaranty.

This Guaranty may not be modified or amended without the prior written consent of Landlord and Guarantor, and any attempted modification or amendment without such consent shall be void.

This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

During the term of this Guaranty, all existing and future advances by Guarantor to Tenant, and all existing and future debts of Tenant to any Guarantor, shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty. Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part thereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Guaranty shall be construed according to the laws of the state where the Demised Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court located within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDER-SIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

[Signature Page to Follow]

DATED 18 day of December, 2017.

WITNESS:

Ruth E. Bocchino
City Clerk

WITNESS:

[Signature]

LANDLORD: City of Gladstone, Missouri

By: [Signature]
Scott Wingerson, City Manager

**TENANT: Northland Restaurant Associates,
Inc., a Missouri corporation**

By: [Signature]
Domhnall Thomas Molloy, President

TENANT GUARANTORS:

[Signature]
Paul Andrew Lock, an individual

[Signature]
Domhnall Thomas Molloy, an individual



COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: The City of Gladstone, MO
BUYER/TENANT: Northland Restaurant Associates, Inc.
PROPERTY ADDRESS: The Heights at Linden Square, 505 NE 70th St. Gladstone Cl MO 64118
Street Address City County State Zip
DATE OF CONTRACT: 12/18/17

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or (in Missouri only) Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
☒ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
☐ Transaction Broker
☐ Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
☐ N/A-Seller(s) is not represented
☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: (Check applicable)

- ☐ Seller's/Landlord's Agent
☐ Buyer's/Tenant's Agent
☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
☐ Transaction Broker
☐ Disclosed Dual Agent (*Missouri only-Disclosed Dual Agency Addendum is required*)
☒ N/A, Buyer(s) is not represented
☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

<u>Seller</u>	<u>12/18/17</u>	<u>[Signature]</u>	<u>12-13-17</u>
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>12-13-17</u>
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE