CITY OF BEL-NOR
8416 NATURAL BRIDGE ROAD, 63121
AGENDA OF THE BOARD
NOVEMBER 17, 2025 AT 7:30 P.M.

CALL TO ORDER & PLEDGE OF ALLEGIANCE

ROLL CALL:

APPROVAL OF MINUTES:

- Regular Board Meeting: October 13, 2025

PRESENTATION AND APPROVAL OF TREASURER'S REPORT:

- Treasurer, Lisa Kampmeinert

REPORT OF SAFETY COMMITTEE:

- Officer Scott Ford

PRESENTATION: NONE

ALDERMANIC REPORTS:

- Ryan Brockschmitt, Mike Capstick, Evelyn Days, Terri Durand

OLD BUSINESS:

NEW BUSINESS:

AN ORDINANCE AUTHORIZING A CONTRACT WITH MURPHY COMPANY OF MISSOURI FOR SERVICE AND MAINTENANCE FOR THE BOILER AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

AN ORDINANCE AUTHORIZING A CONTRACT WITH PC TECH OF MISSOURI FOR NEW COMPUTERS FOR THE CITY AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

AN ORDINANCE AUTHORIZING A CONTRACT WITH RITE-A-WAY TREE SERVICE FOR AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LOCATED AT 2964 ANDOVER PURSUANT TO THE TERMS OF A PURCHASE CONTRACT SUBMITTED BY TIM O'DONNELL IN THE AMOUNT OF TEN THOUSAND DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE CERTAIN DOCUMENTS RELATED THERETO

AN ORDINANCE APPROVING THE LEASE OF _____ FOR THE RESTAURANT SPACE LOCATED AT 8418 NATURAL BRIDGE AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.
TBD: Wafflelicious or Chef Daddy

OPEN TO THE PUBLIC:

ADJOURN: (CLOSED SESSION) IF REQUIRED

notice is hereby given in accordance with RSMo Chapter 610 that, subject to a motion duly made and adopted, the Board may hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the Board's representatives and its attorney; lease. purchase or sale of real estate; hiring, firing. disciplining or promoting employees; preparation for negotiations from employee groups; bidding specs, proprietary technology materials; and/or records and matters which are protected from disclosure by law. Any minutes, votes, settlement agreements, or public records relating to these matters shall be made public upon final disposition of the matter voted upon.

Posted 11/14/2025

BILL NO. _____ Ord No: _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH MURPHY COMPANY OF MISSOURI FOR SERVICE AND MAINTENANCE FOR THE BOILER AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Bel-Nor is currently under contract for a new boiler to be installed by Murphy Company, and;

WHEREAS, Regular service and maintenance will prolong the life of the boiler and prevent major repairs resulting in a lack of heat for city hall, courts, and the apartment for the annual cost of $2,875.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, IN THE STATE OF MISSOURI, AS FOLLOWS:

Section One.

The Board hereby approves an agreement with Murphy Company for a preventative maintenance and service agreement for the new boiler at City Hall; such agreement shall be the same in form and content as the Proposal, marked Exhibit A, attached hereto and incorporated herein by reference. Further, the Mayor is hereby authorized to execute such contract on behalf of the City of Bel-Nor.

Section Two.

The Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, MISSOURI, THIS _____ DAY OF _____, 2024

_____
Mayor

Attest:

_____
Sanette White, City Clerk

_____ Ryan Brockschmitt

_____ Mike Capstick

_____ Evelyn Days

_____ Theresa Durand

MURPHY

1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

November 12, 2025

Mayor Anna Vogel
City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121

Dear Mayor Anna :

Please find enclosed an original copy of our maintenance contract for your facility at 8416 Natural Bridge Road

Please review the contract and all attachments and should all be acceptable please sign and return to us for execution. If you have any questions, please do not hesitate to call.

We appreciate the opportunity to be of service.

Respectfully,

Jimmy Dake

Jimmy Dake
Service Account Manager

MURPHY

1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536
www.murphynet.com

PROPOSAL

SERVICE AGREEMENT FOR

PREVENTATIVE MAINTENANCE

BETWEEN MURPHY COMPANY AND

City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121

CONTACT: Mayor Anna Vogel

FOR THE PROPERTY

City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121

INSPECTION CONTRACT

Under this contract Murphy will regularly inspect the Covered Equipment **2** times per year, and

on each inspection perform all services per the attached inspection list(s), and furnish Customer with a copy of the Preventative Maintenance Report showing what service was performed and indicating what repairs, if any, are necessary or advisable.

SCHEDULE OF SERVICES

Technical Check	Included	X	Not Included		Twice Annually
Inspecation boiler for leaks	Included	X	Not Included		Twice Annually
Inspecation of Heat Exchanger	Included	X	Not Included		Once Annually
Inspect Burner Assembly	Included	X	Not Included		Once Annually
Minor Combustion & Tuning	Included	X	Not Included		Once Annually

EQUIPMENT LIST

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

EXCLUSIONS

We shall not be liable for any damages caused by obsolescence or Acts of God, or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the term of this Agreement, except for personal injuries to service personnel caused by maintenance and servicing procedures.

SCOPE OF SERVICE

Murphy Company (hereafter referred to as "Murphy") and City of Bel Nor (hereafter referred to as "Customer") agree Preventative Maintenance Services, will be provided by Murphy at the Customer's facility. This Service Agreement, the Equipment List, General Terms and Conditions, and any inspection checklists attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Murphy.

TERM/AUTOMATIC RENEWAL

This Agreement takes effect on 12/01/25 and will continue through 11/30/26 ("Original Term").
The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Original Term ends, unless the Customer or Murphy gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term, or of any renewal period, to prevent the automatic renewal. Price for renewal period is subject to a 3% increase based on current inflation and rising prices without Customer approval. If price increase is greater than 3%, Murphy will provide Customer with notice of such adjustment to the Price and Payment Terms of this Agreement applicable to a renewal period no later than sixty (60) days prior to the commencement of such renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price shall be the price for the renewal period.

TERMINATION

Murphy and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to Murphy for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

PRICE AND PAYMENT TERMS

The total Contract Price for Murphy's Services during the 1st year of the Original Term is: $ 2,875.00
and will be payable as follows: $ 1,437.50 Semi-Annually All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to Murphy's obligation to perform its Services. A penalty of one and one half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. If paying by credit card, a 3% processing fee will be charged.

Type of Contract Inspection
Details of which are listed on Page 1.

Customer Acceptance: Company _____

Date _____ by _____

Title _____

Murphy Approval: Company Murphy Company

Date 11/12/25 by *Jimmy Dake*
Jimmy Dake

Title Service Account Manager

General Terms and Conditions

1. This proposal is in effect for a period of 30 days.

2. Acceptance of this proposal shall in no way bind Murphy Company to make corrections, replacements or repairs necessitated by Customer's improper operation or misuse of the equipment or systems, or by faulty design of the equipment or systems.

3. All work is to be completed during normal working hours, 7:00 a.m.-3:30 P.M., Monday through Friday, excluding holidays, unless otherwise noted.

4. Murphy Company's liability for injury to persons or damage to property shall be limited to the extent such injury or damage is caused by its direct negligence. Murphy Company shall not be liable for any damage or loss to Customer resulting from business interruptions, inconvenience, loss of profits or special, indirect or consequential damages. However, nothing contained in this paragraph shall be deemed to release Murphy Company from the performance of its services and obligations under this agreement.

5. Murphy Company's scope of work does not include identification, removal, handling, installation, or treatment of any toxic or hazardous materials or substances including, but not limited to, asbestos and PCBs. Should any such materials or substances be within or near the areas of the work, the Owner or General Contractor agrees to immediately warn and identify the same to Murphy Company personnel. Should any such material or substances be encountered in the performance of work, Murphy Company may suspend work until others employed by the Owner or General Contractor remove the same and certify in writing to Murphy Company that the premises are free of the same and direct Murphy Company to return to work. Murphy Company shall be issued a change order and paid all reasonable suspension-of-work costs attributable to such suspension of work and allowed equitable extension of contact performance time. The Owner or General Contractor shall indemnify Murphy Company from any damage that results from the presence of any toxic or hazardous materials or substances.

6. This proposal will become a contract between Murphy Company and Customer if acceptable by Customer and thereafter approved in writing by an authorized Murphy Company representative.

7. Murphy Company shall not be liable for damages in the event of delivery or installation delays, which are due to causes beyond the control of Murphy Company.

8. During installation, Murphy Company will take all reasonable precautions to protect persons and property. Customer is responsible for property, casualty, and general liability insurance on its property.

9. Title to any equipment installed in connection with this project remains with Murphy Company until all payments have been received. Payment terms are net 30 days and a service charge of 1.5% per month on all past due accounts.

10. Murphy Company agrees to replace any workmanship, which is determined to be defective within 30 day of substantial completion of the project. Murphy Company will also warrant parts and materials only to the extent of the manufacturer's warranty.

11. Contractor's Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

12. Limitation of Liability. In no event, whether in contract (including indemnification and warranty), tort (including negligence), strict liability or any other legal theory shall either party be liable to the other, for any indirect, incidental, consequential, special, remote or punitive damages, including but not limited to interruptions in business operations, inconvenience, loss of financing, loss of use, or loss of profits.

13. Limitation of Liability Access Control and Security Systems
The following additional limitation of liability shall also apply to any contracts related to Access Control and Security Systems.

The parties agree that contractor does not undertake any risk of loss to customer's person or property, or the person or property of others, the allocation of such risk shall remain with customer, insurance to adequately cover this risk shall be obtained by customer, and that this allocation of risk is specifically included in the contract price.

The contractor's, including its employees, authorized agents, subcontractors, suppliers, and the sureties and insurers of any of them, sole and exclusive liability, and customers sole and exclusive remedy, with respect to contractor's total aggregate liability for direct, indirect, incidental, consequential, special, remote, punitive, or any other damages under contract, tort, strict liability or any other legal theory, arising directly or indirectly from the access control and/or security system and/or related goods or services provided or installed under this contract shall be limited to fifteen (15%) percent of the value of the contract, and customer releases and waives for itself and its insurer all subrogation and other rights to recover any other amounts from contractor, including its employees, authorized agents, subcontractors, suppliers, and the sureties and insurers of any of them, arising out of or related to any claim for loss, damage or injury of customer, including its employees, authorized agents, or invitees, or any other person or entity.

If any third party, including customer's subrogating insurer, makes any claim or files any lawsuit against contractor directly or indirectly related to the access control and/or security system and/or related services or work, provided or installed by contractor under this contract, to the fullest extent permitted by law, customer will indemnify, defend and save contractor, including its employees, authorized agents, subcontractors, and suppliers, harmless from any and all such claims and lawsuits, including the payment of all damages, settlements, attorneys' fees and court costs.

This limitation of liability shall apply regardless of how the loss, damage or injury, or other consequence occurs, even if due to contractor's performance or nonperformance of its obligations under this contract, from its active or passive negligence, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of contractor, including its employees, authorized agents, subcontractors, and suppliers. The sole exception shall be where a court of competent jurisdiction determines that contractor, including its employees, authorized agents, subcontractors, and suppliers, was grossly negligent in providing or installing the access control and/or security system and/or related goods and/or services provided or installed by contractor under this contract.

Equipment List

City of Bel Nor
8416 Natural Bridge Road
St. Louis MO 63121

QTY	Manufacturer	Model No.	Serial No.	Description	Location
1	SteamMax	TBD	TBD	Boiler	Basement

BILL NO. _____ Ord No: _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH PC TECH OF MISSOURI FOR NEW COMPUTERS FOR THE CITY AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Bel-Nor is currently under an IT Management contract with PC Tech and received a bid for the replacement of two computers for the city's employees, and;

WHEREAS, PC Tech submitted what was judged to be a best value proposal, in the amount of $3,502.58, for the City's scope of work,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, IN THE STATE OF MISSOURI, AS FOLLOWS:

Section One.

The Board hereby approves an agreement with PC Tech for new computers in City Hall; such agreement shall be the same in form and content as the Proposal, marked Exhibit A, attached hereto and incorporated herein by reference. Further, the Mayor is hereby authorized to execute such contract on behalf of the City of Bel-Nor.

Section Two.

The Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, MISSOURI, THIS _____ DAY OF _____, 2024

_____
Mayor

Attest:

_____
Sanette White, City Clerk

_____ Ryan Brockschmitt

_____ Mike Capstick

_____ Evelyn Days

_____ Theresa Durand

Worry-Free Computing



636-464-2400
www.pctechrx.com
1800 Lonedell Road Arnold MO 63010

Computer Systems - Networking - Managed IT Support - Cybersecurity - MSSP - Proactive Monitoring - Data Backup/Recovery

October 21, 2025

Dear Anna,

Thank you for allowing PCTech this opportunity to present the City of Belnor with a desktop PC proposal.

We're enthusiastic about working with you and are confident that, after reviewing our capabilities and resources, you'll allow us the opportunity to install and set up the proposed system.

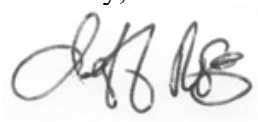
Therefore, we have carefully reviewed the requirements that you provided us and believe that we can fully meet these expectations and exceed them.

We submit our proposal and recommendations that will meet your needs now as well as allow for future growth and flexibility.

Again, Anna, we truly appreciate your time and interest in our firm. Should you require any additional information, please do not hesitate to call.

We will do everything possible to merit your trust and confidence.

Sincerely,



Jeff Rose
President

636-464-2400
www.pctechrx.com
1800 Lonedell Road Arnold MO 63010

System Quote Details – Pro Series Desktop Details

Intel® Core™ Ultra 5 235 (13 TOPS NPU, 14 cores, up to 5.0GHz)

Windows 11 Pro

16GB: 1 x 16GB, DDR5, up to 5600 MT/s, non-ECC

512GB SSD

Integrated Graphics

Dell Pro Tower with 180W PSU

Intel® Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth® wireless card, internal antenna

Dell Pro Keyboard and Mouse - KM5221W - US English - Black

ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support, 36 Month(s)

636-464-2400
www.pctechrx.com
1800 Lonedell Road Arnold MO 63010

Computer Systems - Networking - Managed IT Support - Cybersecurity - MSSP - Proactive Monitoring - Data Backup/Recovery

Investment Summary **City of Belnor**

Installation costs vary, depending on the activities required. The figures in the table below have been estimated, based upon information gathered during our discussions.

Activity	Total Cost
Pro Tower Series Desktop - quantity 2	**$ 2,215.16**
* Office 365	--
Backup Battery - quantity 2	$ 153.98
Endpoint Protection - 1 year (transfer from existing PC)	--
Subtotal	**$ 2,369.14**
Taxes	**$ 227.44**
Shipping	$ 38.00
Setup and/or installation of desktop (estimated)	$ 868.00
Total Investment	**$ 3,502.58**
Deposit	**$ 1,751.29**

- ✓ ***This proposal is valid for 15 days from the date that appears on the first page.***
- ✓ *To initiate action on this proposal, 50% of the payment is requested in advance, with the balance due upon completion. (Alternative payment options may be available to those that qualify.)*

Additional notes:

Microsoft Office can be added if needed. A perpetual license for Office 2021 is $255.00, or you can get Office 365 which is subscription based, $13.13/month for the apps (including Word, Excel, Outlook, OneDrive)

☐ Mailing deposit ☐ Dropping off deposit

When you are ready to move forward, please sign and email, or fax a copy back to 636-464-3700. Once we have an initial deposit, we can start ordering the equipment.

_____ _____

Company Representative Today's Date

BILL NO. _____ Ord No: _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH RITE-A-WAY TREE SERVICE FOR AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Bel-Nor and the 24:1 Cooperative Tree Program has solicited and received bids for the removal and pruning of trees in dead and critical condition;

WHEREAS, Rite-A-Way Tree Service submitted what was judged to be a best value proposal,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, IN THE STATE OF MISSOURI, AS FOLLOWS:

Section One.

The Board hereby approves an agreement with Rite-A-Way Tree Service, such agreement shall be the same in form and content as the Proposal, marked Exhibit A, attached hereto and incorporated herein by reference. Further, the Mayor is hereby authorized to execute such contract on behalf of the City of Bel-Nor.

Section Two.

The Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF BEL-NOR, MISSOURI, THIS _____ DAY OF _____, 2024

_____
Mayor

Attest:

_____
Sanette White, City Clerk

_____ **E Days**

_____ **T Durand**

_____ **M Capstick**

_____ **R Brockschmitt**

Bel-Nor Tree List
25-7 (reduced scope)

Contractor: _____

Signature: _____

Address	Street	Side	Site	Cross Street	Tree ID	Species	Diameter	Risk Rating	Condition	Access Complexities	Job Description	Estimate Type	Estimate Cost
3043	DELAVAN DR	Front	2	DELAVAN DR	5877	Fraxinus pennsylvanica (ash, green)	5	6	Poor	No	removal	Removal	$ 150.00
8208	GLEN ECHO DR	Side	1	RIDGEVIEW DR	6295	Quercus palustris (oak, pin)	16	6	Poor	No	confirmed oak wilt, removal	Removal	$ 850.00
8015	AUDRAIN DR	Side	2	ANDOVER DR	6025	Acer saccharinum (maple, silver)	18	6	Fair	No	Up to 4" deadwood removal	Removal	$ 650.00
3000	NORDIC DR	Front	5	NORDIC DR	6524	Quercus palustris (oak, pin)	22	6	Poor	No	removal	Removal	$ 1,200.00
8010	AUDRAIN DR	Back	na	na	city lot	Catalpa speciosa (catalpa)	24	7	Critical	no	critical condition, large deadwood	Removal	$ 900.00
8260	AUDRAIN DR	Front	3	AUDRAIN DR	6590	Pyrus calleryana (pear, Callery)	24	6	Fair	No	removal	Removal	$ 675.00
2914	DELAVAN DR	Front	1	DELAVAN DR	5888	Quercus palustris (oak, pin)	24	6	Poor	No	removal	Removal	$ 1,200.00
2836	MONITEAU DR	Front	1	MONITEAU DR	6097	Quercus palustris (oak, pin)	24	6	Poor	No	4-6" deadwood	Removal	$ 2,000.00
3049	DELAVAN DR	Front	1	DELAVAN DR	5875	Quercus palustris (oak, pin)	26	6	Poor	No	removal	Removal	$ 1,200.00
3043	ANDOVER DR	Front	1	ANDOVER DR	6002	(sweetgum, American)	28	6	Poor	No	removal	Removal	$ 1,400.00
3054	ANDOVER DR	Front	2	ANDOVER DR	6003	Quercus rubra (oak, northern red)	30	7	Poor	No	8-10" deadwood removal	Removal	$ 1,500.00
3054	ANDOVER DR	Front	1	ANDOVER DR	5996	red)	30	5	Fair	No	will be reinspected prior to	Removal	$ 1,500.00
3000	HATHERLY DR	Front	1	HATHERLY DR	6044	Acer saccharinum (maple, silver)	32	7	Poor	No	deadwood removal	Removal	$ 1,100.00
8072	AUDRAIN DR	Front	1	AUDRAIN DR	6146	Ulmus pumila (elm, Siberian)	33	6	Fair	No	removal	Removal	$ 1,100.00
3042	ANDOVER DR	Front	2	ANDOVER DR	5994	Quercus palustris (oak, pin)	34	6	Poor	No	removal	Removal	$ 1,600.00
3042	ANDOVER DR	Front	1	ANDOVER DR	6022	Quercus palustris (oak, pin)	38	8	Poor	No	removal	Removal	$ 2,400.00
2955	MONITEAU DR	Front	na	na	tree lawn	stump					grind stump, haul to grade	Stump Grind	$ 75.00
								Prunes		0			$ -
								Removals		16			$ 19,425.00
								Stump Grind		1			$ 75.00
								Total		17			$ 19,500.00

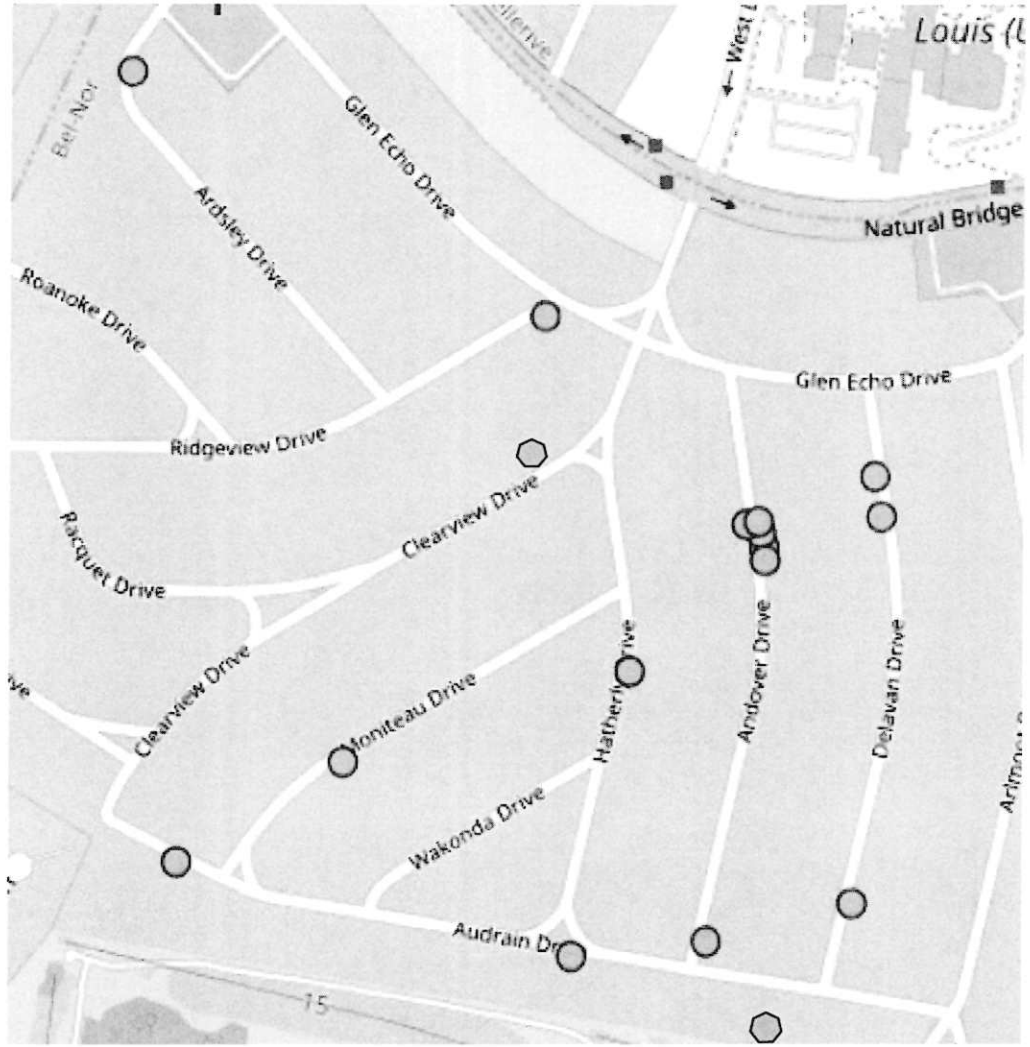
Bel-Nor Tree List
25-7 (reduced scope)

Contractor: _____

Signature: _____

Project Map

All sites may not be indicated on map



Bel-Nor Tree List
25-7 (reduced scope)

Contractor: _____

Signature: _____

Items being taken off scope of work

8415	ARDSLEY DR	Front	1	ARDSLEY DR	6455	Pyrus calleryana (pear, Callery)	9	6	Fair	No	removal	Removal	$ 300.00
8054	AUDRAIN DR	Front	1	AUDRAIN DR	6192	Pyrus calleryana (pear, Callery)	12	6	Fair	No	small deadwood removal	Removal	$ 450.00
2937	CLEARVIEW DR	Front	1	RACQUET DR	6514	Pyrus calleryana (pear, Callery)	12	5	Fair	No	removal	Removal	$ 400.00
2937	CLEARVIEW DR	Front	2	RACQUET DR	6523	Pyrus calleryana (pear, Callery)	12	4	Fair	No	removal	Removal	$ 400.00
3068	ARLMONT DR	Front	1	ARLMONT DR	5826	Acer rubrum (maple, red)	22	6	Fair	No	2in< deadwood or broken/hanging branches, remove cracked branch over road	Tree Clean	$ 400.00
3012	RIDGEVIEW DR	Front	1	RIDGEVIEW DR	6241	Liquidambar styraciflua (sweetgum, American)	28	7	Good	No	remove 2in hanger, deadwood	Tree Clean	$ 300.00
8228	GLEN ECHO DR	Front	4	GLEN ECHO DR	6314	Quercus palustris (oak, pin)	30	5	Good	No	deadwood 2in< deadwood or broken/hanging branches	Tree Clean	$ 400.00
2859	MONITEAU DR	Front	1	MONITEAU DR	6640	Liquidambar styraciflua (sweetgum, American)	32	5	Good	No	2in< deadwood or broken/hanging branches	Tree Clean	$ 450.00
3008	RIDGEVIEW DR	Front	2	RIDGEVIEW DR	6231	Liquidambar styraciflua (sweetgum, American)	32	5	Good	No	2in< deadwood or broken/hanging branches, remove branch over street growing into maple	Tree Clean	$ 300.00
													$ 3,400.00

BILL NO. _____ ORDINANCE NO. _____

AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LOCATED AT 2964 ANDOVER PURSUANT TO THE TERMS OF A PURCHASE CONTRACT SUBMITTED BY TIM O'DONNELL IN THE AMOUNT OF TEN THOUSAND DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE CERTAIN DOCUMENTS RELATED THERETO

Whereas, the City owns a vacant lot at 2964 Andover and has received an offer to purchase such lot which has been determined to be a reasonable offer; and

Whereas, in addition to the purchase price, the City will receive the benefit of no longer needing to maintain such property at taxpayer's expense.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BEL-NOR, MISSOURI, AS FOLLOWS:

Section 1. The Board hereby approves the sale of the vacant lot located at 2964 Andover and the contract for the purchase of lot submitted by Tim O'Donnell for the amount of Ten Thousand Dollars ($10,000). The Board hereby approves the Purchase and Sale Agreement attached hereto as Exhibit A.

Section 2. The Board hereby authorizes the Mayor to execute all necessary documents to effectuate the sale of the property pursuant to such contract including but not limited to: the Sale and Purchase Contract; the Deed to convey the property (which shall either be a Quit Claim Deed or a Special Warranty Deed); and the closing statement and other documents required by the title company.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF BEL-NOR, MISSOURI, ON THIS ____ DAY OF _____, 2025.

_____
Presiding Officer

Attest:

_____
City Clerk

APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2025.

_____
Mayor

Attest:

_____
City Clerk

Docusign Envelope ID: 5A0FB7C3-63CA-490D-92C7-E53CA466EDBD

This document has legal consequences.
If you do not understand it, consult your attorney.

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COMMERCIAL SALE CONTRACT
for IMPROVED PROPERTY

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COMMERCIAL SALE CONTRACT
IMPROVED PROPERTY

1. PARTIES AND PROPERTY.

Tim O'Donnell and/or assigns ("Buyer") agrees to purchase from City of Bel-Nor ("Seller") and Seller agrees to sell to Buyer of the property ("Property") located in the:

County of: St Louis

City of (if any): _____

Address of: 2964 Andover Dr, St Louis, MO 63121

_____

2. INCLUSIONS AND EXCLUSIONS.

The Property includes all right, title and interest of Seller in any and all existing improvements, buildings, structures, fixtures, equipment, apparatus, machinery, appliances, heating and air conditioning systems, heat, gas, water, light, power, laundry, garbage disposal, fire prevention, elevator, antenna or pool equipment, air rights, water rights, mineral rights, crops, trees, shrubbery, rents, profits, royalties, tolls, earnings, leases, tenements, inherited rights, appurtenances, security deposits, easements and rights-of-way as well as all assignable agreements, licenses and permits pertaining to the Property, whether now or hereafter placed or installed on the Property or used in connection with the operation of the Property.

The following additional items are included in the sale: _____

_____

_____

The following items are excluded from the sale: _____

_____

_____

3. PURCHASE PRICE. Buyer shall pay for the Property as follows:

A. EARNEST MONEY

Zero Dollars $0

B. ADDITIONAL EARNEST MONEY (if any)

_____ Dollars _____

Additional Earnest Money (if any) shall be payable upon waiver or expiration of Buyer's Due Diligence Period or as further specified herein: _____ (Buyer's Due Diligence Period)

C. CASH DUE AT CLOSING

Ten Thousand Dollars $10,000.00

Amount to be paid at Closing ("Cash Due at Closing") (subject to adjustments described herein) in United States funds payable and delivered to Escrow Agent in the form of cashier's check, bank check or wire transfer by Closing:

D. PURCHASE PRICE

Ten Thousand Dollars $10,000.00

(Total of A, B and C is D the Purchase Price)

Earnest money ("Earnest Money") in the amount set forth herein shall be tendered by Buyer within NA business days (5 days if left blank) of the execution of this Contract by Buyer and Seller in the form of good, United States funds, payable and delivered to the herein identified Escrow Agent ("Escrow Agent"):

Gateway Title Inc - 7238 Manchester Rd, Maplewood, MO 63143 - marys@gatewaytitleinc.com

(NOTE: This Commercial Sale Contract assumes that "Escrow Agent" is a title insurance company or agency.)

If any Earnest Money check tendered by Buyer is returned for insufficient funds, or otherwise, Seller may promptly terminate this Contract by written notice to Buyer. Escrow Agent shall deposit the Earnest Money promptly upon acceptance of this Contract in an ☐ **non-interest bearing or** ☐ **interest bearing** (select one) account (if interest bearing the account will be insured by the Federal Deposit Insurance Corporation). Interest (if any) shall accrue to the benefit of Buyer.

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** DS _____

4. CLOSING AND CONVEYANCE OF TITLE.

The closing of this sale ("Closing") shall take place 15 CALENDAR DAYS after waiver or expiration of Buyer's Due Diligence Period, no later than 5:00 p.m. or on any other date and time that both parties agree to in writing, at the office of Escrow Agent or such other location as mutually agreed to by Buyer and Seller.

(NOTE: Item 8. BUYERS DUE DILIGENCE PERIOD, Paragraph: (h) Extension of Closing Date.)

5. SELLER'S OBLIGATIONS.

a) Within ten (10) calendar days of acceptance (hereafter referred to as the "Effective Date") of the Contract between Buyer and Seller. Seller shall provide Buyer with Originals, or photocopies if originals are not available, of improvement drawings, blueprints, surveys, flood plain maps, plats, deeds, easements, covenants, trustee agreements, flood plain policies, title insurance policies, environmental reports, engineering studies, contractor estimates, accepted bids for work, contractor lien waivers for completed work, all warranties, certificates of occupancy, licenses, permits, correspondence, notices, authorizations and approvals issued by all governmental authorities having jurisdiction over the Property, in Seller's possession.

b) If the Property is Tenant occupied or has other leasehold interests; **(1)** Within ten (10) calendar day of the Effective Date Seller shall provide Buyer, a "Rent roll", current as of issuance date, including the name of each tenant, the amount of monthly rent payable, the last rent paid date, amount of security deposit held, amount of any prepaid rent and expenses and the commencement and termination dates of each tenancy and originals, or photocopies if originals are not available, of all leases or rental agreements and all contracts or agreements affecting the Property, in Seller's possession, **(2)** Seller shall promptly submit to all tenants the attached "Tenant Estoppel Certificate" form or Seller's form, that incorporates the following minimum requirements: **(a)** indicate what rental payment amounts and other payment amounts such as base year or Common Area Maintenance ("CAM") payments are due; **(b)** indicate the lease term expiration date and state option terms such as any option to renew or option to purchase (if any); **(c)** security deposits or guarantees (if any); **(d)** a statement there are no defaults of the terms and conditions by either Tenant or Landlord; **(e)** amount of any offsets or other obligations of Landlord to Tenant; **(f)** and by attached exhibit to the Certificate a true copy of the lease agreement(s), addendums, amendments, written notices to either party or payment notices by Landlord; **(3)** Seller shall copy to Buyer the Estoppel Certificate, correspondence and attachments delivered to the tenant(s). Seller acknowledges that Buyer's contingency time period to review any Tenant Estoppel Certificates may extend the "Closing" due to the lease time period for any Tenant(s) to respond to an Estoppel request.

c) Seller shall promptly execute and deliver when requested the following documents or items to Escrow Agent, Buyer or Buyer's Representatives at the Closing for recording or delivery to Buyer prior to Closing, as appropriate: **(1)** Special Warranty Deed to the Property constituting realty in recordable form; **(2)** A General Warranty Bill of Sale to those items of the Property constituting personalty, if any, in a form reasonably acceptable to Buyer; **(3)** An assignment of real Property leases, security deposits, and prepaid rent and expenses (i.e., taxes, insurance, CAM), if any, in a form reasonably acceptable to Buyer, in which Buyer assumes the liability of Seller as Landlord arising after Closing in and to the leases in effect at Closing, together with all security deposits or prepaid rent and expenses held by Seller at Closing; **(4)** Any keys, security cards or garage door openers in Seller's possession to any part of the Property; **(5)** Written, notice to tenants under all leases and rental agreements advising of the Closing of the sale to Buyer and directing tenants to pay all future rent and other charges to the Buyer or its designated agent in a form reasonably acceptable to Buyer; **(6)** Provide evidence of Seller's good standing, authority, related customary documents and instruments as may be reasonably required by the Escrow Agent; **(7)** A Certification of Non-foreign Status under penalty of perjury, including Seller's United States Taxpayer Identification Number, stating that Seller is not a foreign person; **(8)** Affidavits, as to rights of parties in possession, mechanics' liens and claims, as may be reasonably required by the Escrow Agent in order to issue Buyer's Owner's Policy of Title Insurance with Mechanic's Lien coverage; **(9)** The Closing Statement; **(10)** Any other documents required by the Escrow Agent or reasonably necessary to consummate the transaction contemplated by this Contract; and **(11)** Deliver possession of the Property as of Closing subject to herein permitted tenancy.

d) Buyer shall not be obligated to close hereunder unless: **(1)** Seller delivers, pays and executes all monies, items and other instruments required to be delivered, paid and/or executed by Seller herein no later than Closing; **(2)** Seller's Covenants, Representations and Warranties (defined below) are true and correct as of Closing; **(3)** If improvements or repairs have been performed within six (6) months prior to Closing, Seller shall, furnish reasonable security against mechanic's liens or evidence of payment of bills satisfactory to Escrow Agent to issue mechanics lien coverage to Buyer; **(4)** Buyer can obtain from Escrow Agent at Closing an Owner's Policy of Title Insurance insuring fee simple title to and ownership of the Property in Buyer in the amount of the Purchase Price on ALTA Form B with exceptions on Schedule B thereof only for the Permitted Exceptions (defined herein) and with the standard exceptions as to rights of parties in possession (except tenants under leases) and mechanics liens deleted ("Buyer's Owners Policy of Title Insurance"); and **(5)** Seller delivers possession of the Property as of Closing, subject to any herein permitted tenancy.

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** DS _____

6. BUYER'S OBLIGATIONS.

a) Buyer shall execute and/or deliver the following to Escrow Agent at the Closing for recording or delivery to Seller as appropriate: **(1)** Cash Due at Closing; **(2)** Buyer's share of the Closing costs, pro-rations and any other expenses provided to be paid by Buyer by this Contract; **(3)** The Closing Statement; **(4)** Special Warranty Deed **(5)** A Real Property Certificate of Value, as may be required in the city or county in which the Property is located; and **(6)** Any other documents reasonably necessary to consummate the transaction contemplated by this Contract.

b) Seller shall not be obligated to close hereunder unless: **(1)** Buyer delivers, pays and executes all monies, items, and any other instruments required to be delivered, paid and/or executed by Buyer herein no later than Closing; and **(2)** Buyer's Covenants, Representations and Warranties (defined below) are true and correct as of Closing.

7. CLOSING COSTS AND PRORATIONS.

Closing costs and pro-rations are agreed to be paid by the parties as follows:

a) Buyer and Seller shall prorate and adjust between them on the basis of the actual number of days in the year, with Seller to pay expenses and to receive income until midnight the day of Closing, the following: **(1)** general taxes (based on assessment and rate for current year, if both are available; otherwise based on previous year; **(2)** subdivision assessments (if any); **(3)** utility charges which are capable of becoming a lien against the Property; **(4)** rents, profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income"), provided that no pro-ration shall be made to any Income of which any portion is more than thirty (30) calendar days past due. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing.

☐ **Buyer or** ☐ **Seller** (select one) agrees to pay for the title insurance premium for the Owner's Policy for Title Insurance. Regardless who pays for the Owner's Policy of Title Insurance, Buyer shall pay for any title policy endorsements thereto including but not limited to a Lender's Policy of Title Insurance (if any).

b) Seller shall pay for (where applicable): **(1)** title insurance premium for the Owner's Policy of Title Insurance and title company charges (including closing, releasing and escrow fees) and other charges customarily paid by a seller of real estate in the county where the Property is located; **(2)** existing liens (recorded or unrecorded) and existing loans on the Property; **(3)** all security deposits or prepaid rent and expenses held by Seller at Closing; **(4)** municipal or conservation district inspection fee; (5) special taxes and assessments levied before Closing; and **(6)** Broker's commission or fee as specifically agreed to herein or by prior written agreement.

(OR)

Buyer shall pay for (where applicable): **(1)** title insurance premium for the Owner's Policy of Title Insurance and title company charges (including closing, recording and escrow fees) and other charges customarily paid by a buyer of real estate in the county where Property is located; **(2)** regardless who pays for the Owner's Policy of Title Insurance, Buyer shall pay for any title policy endorsements thereto including but not limited to a Lender's Policy of Title Insurance (if any); **(3)** hazard insurance premium on the Property from and after Closing; **(4)** flood insurance premium on the Property from and after Closing, if any; **(5)** any fees for appraisals or surveys ordered by or for Buyer; **(6)** any fees for building or environmental studies ordered by or for Buyer; **(7)** special taxes and assessments levied after Closing; **(8)** municipal occupancy permit, and **(9)** Broker's commission or fee as specifically agreed to herein or by prior written agreement.

All of the above Closing costs and pro-rations shall be itemized on a closing statement prepared by Escrow Agent and executed by Buyer and Seller at or prior to Closing ("Closing Statement").

8. BUYER'S DUE DILIGENCE PERIOD.

This Contract and Buyer's obligations hereunder are specifically made contingent upon Buyer's satisfaction of the following items on or before the date indicated: _____

a) **Title and Survey Inspection.** Approval by Buyer by 5:00 p.m. 30 calendar days after the Effective Date. Buyer, at its option and expense, may obtain a survey of the Property ("Survey") and a title examination of the Property ("Title Report"). If Buyer obtains a Survey and/or Title Report, then within the time period stated herein, Buyer may notify Seller in writing of any matters shown by the Survey and/or Title Report that are unacceptable to Buyer ("Buyer's Title Objections"). If Buyer notifies Seller of any Buyer's Title Objections, Buyer must also deliver a copy of the Survey and/or Title Report to Seller with such objections. Failure by Buyer to notify Seller of Buyer's Title Objections within the stated time period will constitute a waiver by Buyer of any objections to the Survey or Title Report and to matters which could have been shown by a Survey or Title Report. Seller shall be responsible for removing any exceptions to title which arise between the Effective Date and Closing unless created by or with the written consent of Buyer. Any item shown on the Title Report for which Buyer does not deliver Buyer's Title Objections within the stated time period or for which Buyer agrees to waive Buyer's Title Objections will be deemed approved by Buyer and are called "Permitted Exceptions".

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** DS _____

b) Property and Records Inspection. Approval of the physical condition and records inspection by Buyer by 5:00 p.m. 60 calendar days after the Effective Date. During the stated time period, Buyer and Buyer's representatives may, atBuyer's option, expense and sole liability conduct such examinations, tests, inspections, structural and systems reports, environmental studies, zoning, and other studies of the Property as Buyer shall deem desirable, and obtain copies of such books, computer records, records, reports, leases, Estoppel Certificates as executed by tenant(s), agreements, contracts, rent rolls, financial records, permits, licenses, approvals and such other records necessary and appropriate for the use and occupancy of the Property or reflecting the income or expenses of the Property ("Buyer's Property and Records Inspection"). Seller agrees to permit Buyer or its representatives to enter the Property for such purposes during reasonable business hours and upon reasonable notice to Seller and to allow Buyer access to such books, computer records, records, reports, leases, agreements, contracts, rent rolls, financial records, permits, licenses, approvals and other records, provided that such investigations do not unreasonably disrupt the operation of Seller's business and do not cause any damage to the Property and that any such damage is immediately repaired by Buyer. Buyer shall be liable to Seller for the acts of any person or persons, employee(s), representative, contractor, or consultant that Buyer may engage, and Buyer shall maintain adequate insurance or cause each to maintain adequate insurance at all times while performing any property inspections. Buyer agrees that the results of any inspection or test and the reports or conclusions of Buyer and Buyer's representatives shall be kept confidential (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer to purchase the Property. During the stated time period, Buyer may notify Seller in writing of any matters pertaining to Buyer's Property and Records Inspection Contingency that are unacceptable to Buyer ("Buyer's Property and Records Objections"). Failure by Buyer to notify Seller of Buyer's Property and Records Objections within the time period stated herein shall constitute a waiver by Buyer of any objections thereto or any right not to close by reason thereof.

c) Buyer's shall have ten (10) calendar days to review executed tenant Estoppel certificate(s). Buyer's Estoppel review period shall commence upon the date of the last executed tenant Estoppel certificate(s) are delivered to Buyer from either Seller or Seller's Tenant(s).

Note: It solely the responsibility of the Buyer to determine if the Property requires flood plain insurance or access to the Property is public or private (and if private may require annual maintenance).

d) Permanent Loan. Receipt by Buyer by 5:00 p.m. NA calendar days after the Effective Date of a written commitment for a conventional loan to be secured by a first deed of trust on the Property, repayable in equal monthly installments of principal and interest. The Loan shall bear interest at the prevailing market rate, but not exceed the interest rate per annum set forth herein. Buyer shall use reasonable diligence to obtain such a loan.

Loan Amount (Percent of Purchase Price or Dollar Amount): NA

Interest Rate Per Annum (Percent): NA

Amortization Period (Number of Years): NA

Term of Loan (Number of Years to Balloon Payment): NA

Loan Points and/or Application Fees Buyer shall apply for a loan within calendar days of: NA

e) Satisfaction/Waiver of Contingencies. Each of the above contingencies is for the sole and subjective benefit of Buyer. Subject to this paragraph (e) and (f) below, if Buyer notifies, Seller that it has not satisfied or waived each of the above contingencies by 5:00 p.m. on or before the date specified for each in writing, this Contract shall, at the close of business on the applicable date, terminate without further action of the parties, and in such event, all Earnest Money and interest thereon, shall be promptly returned to Buyer. If Buyer fails to notify Seller in writing within the applicable stated period that any contingency has not been satisfied or waived, such contingency shall be deemed satisfied.

f) Seller's Time to Respond. If Buyer does timely notify Seller (within the stated time periods) in writing of Buyer's Title Objections and/or Buyer's Property and Records Objections, Seller has five (5) calendar days from receipt of said notice to either: **(a)** agree in writing to correct Buyer's Title Objections, and/or Buyer's Property and Records Objections, at Seller's expense, on or before Closing; or **(b)** refuse to correct some or all of Buyer's Title Objections, and/or Buyer's Property and Records Objections. Failure by Seller to respond in writing within the stated time period shall constitute a refusal to correct all objections of Buyer.

g) Buyer's Time to Respond. In the event Seller refuses to correct any or all of permitted objections of Buyer, Buyer has ten (10) calendar days from the expiration date of the applicable contingency to either: **(i)** waive Buyer's objections and proceed to Closing hereunder; or **(ii)** terminate this Contract, whereupon all Earnest Money and interest thereon shall be promptly returned to Buyer.

h) Extension of Closing Date. If Buyer's or Seller's time to respond extends beyond the date set for Closing, the Closing shall be automatically extended to the date by which the response must be received by the other party.

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** DS _____

i) Buyer's Due Diligence Period. The period from the Effective Date until the end of the longest contingency period described above is referred to in this Contract as the "Buyer's Due Diligence Period".

9. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

Seller covenants, represents and warrants to Buyer as follows ("Seller's Covenants, Representations and Warranties") which covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the extent that Seller obtains knowledge or notice after the date Seller executes this Contract of any fact or facts which would make any covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Buyer in writing prior to Closing, in which case Buyer shall not be obligated to close hereunder:

(a) From the Effective Date until Closing, Seller shall not execute any leases or contracts affecting the Property which shall be binding on the Property or Buyer after Closing without the prior written consent of Buyer; **(b)** From the Effective Date until Closing, Seller shall maintain the Property in the same condition existing as of the Effective Date; ordinary wear and tear and casualty excepted and shall be broom clean with all personal property removed upon closing. Seller shall pay on a timely basis all bills and discharge all of Seller's obligations arising from ownership, operation, management, repair and maintenance of the Property as payments become due; **(c)** Seller is the owner in fee simple of the Property; **(d)** Seller has the authority and capacity to enter into and perform this Contract, and the person who executes this Contract on behalf of Seller represents and warrants such person has been authorized to do so; **(e)** Seller is not bankrupt or insolvent; **(f)** To the best of Seller's knowledge and without any independent inquiry or investigation, Seller knows of no violations or alleged violations of any federal, state or local law that affect the Property, and Seller has not received notice of and is not aware of any pending or threatened litigation, suit, proceeding or eminent domain action affecting the Property; **(g)** There shall be no tenancies or occupancies affecting the Property as of Closing except as Seller has disclosed to Buyer in writing and the Rent Roll is true, accurate and complete; **(h)** As of Closing there shall be no service, supply, maintenance or management contracts or agreements affecting the Property which will be binding on the Property or Buyer after Closing except as disclosed by Seller to Buyer in writing; **(i)** There are, and as of Closing there shall be, no recorded or unrecorded contracts and/or options to which Seller is a party pertaining to or affecting title to or the sale of the Property, or any part thereof; **(j)** To the best of Seller's knowledge without independent inquiry or investigation, and except as disclosed to Buyer in writing, there are and have been no hazardous or toxic substances or materials, including without limitation, oil, PCB's, urea formaldehyde foam insulation, asbestos or underground storage tanks of any kind, as those terms are used in any applicable federal, state and/or local environmental laws, which regulate such substances or materials or tanks, brought or placed on the Property; and **(k)** Seller shall deliver possession of the property as of Closing subject to any herein permitted tenancy. **(l)** To the best of Seller’s knowledge there are not contemplated actions or plans of governmental agencies related to the closing of public streets or a change in zoning; and **(m)** At Closing there will be no unpaid bills or claims in connection with work by or on behalf of Seller related to the Property.

Seller's Covenants, Representations and Warranties and Seller's liability for breach thereof shall survive Closing and shall not be merged into any deed or other document given at Closing.

10. BUYER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

Buyer covenants, represents and warrants to Seller as follows ("Buyer's Covenants, Representations and Warranties") which covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the extent that Buyer obtains knowledge or notice after the date Buyer executes this contract of any fact or facts which would make any covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Seller in writing prior to Closing in which case Seller shall not be obligated to close hereunder:

(a) Except as specifically set forth in Seller's Covenants, Representations and Warranties, Buyer is relying on its own investigation and inspection of the Property, Title Report, Survey, Buyer's Property and Records Inspection or any other permitted contingencies, all to the extent conducted by Buyer in Buyer's judgment, and Buyer will take title to the Property in its AS IS, WHERE IS condition based solely on such investigation and inspection. Buyer acknowledges and agrees that Seller and its representative(s) have not made any warranty or representation, express or implied, written or oral concerning the Property except as set forth in Seller's Covenants, Representations and Warranties; **(b)** Buyer has the authority and capacity to enter into and perform this contract, and the person who executes this contract on behalf of Buyer represents and warrants that such person has been authorized to do so; **(c)** Buyer is not bankrupt or insolvent; and **(d)** Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor record this contract or a memorandum hereof, prior to Closing.

Buyer's Covenants, Representations and Warranties and Buyer's liability for breach thereof shall survive Closing and shall not be merged into any deed or other document given at Closing.

11. REMEDIES UPON DEFAULT.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default. In the event of litigation (including mediation/arbitration, if applicable) between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fees. This provision shall survive Closing.

a) If Buyer defaults, Seller may either accept the Earnest Money and interest thereon as liquidated damages and release Buyer from the Contract (in lieu of making any claim in court), or Seller may pursue any remedy at law or in equity.

Seller’s Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer’s Initial & Date** _____

b) If Seller defaults, Buyer may either release Seller from liability upon Seller's release of the Earnest Money (including interest) and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or Buyer may pursue any remedy at law or in equity, including enforcement of sale.

12. CASUALTY AND EMINENT DOMAIN.

a) Casualty. Risk of loss to the improvements on the Property shall be borne by Seller until Closing. If the Property is damaged or destroyed after the Effective Date and prior to Closing, Seller shall immediately notify Buyer in writing of the damage or destruction and the amount and terms of insurance proceeds available, if any. Buyer may either **(i)** proceed with the Closing and be entitled to all insurance proceeds, if any, payable to Seller under all policies insuring the property; or **(ii)** terminate this contract, whereupon all Earnest Money shall be returned promptly to Buyer. Buyer shall give written notice of its election to Seller within five (5) calendar days after Buyer has received Seller's written notice of such damage or destruction and the amount of insurance proceeds available, and Closing will be extended accordingly, if required to permit such notices to be given. Failure by Buyer to so notify Seller in writing shall constitute an election to close. A termination hereunder does not constitute a default by Seller or Buyer.

b) Eminent Domain. In the event that prior to Closing, any portion of the Property is taken by eminent domain, or becomes the subject of eminent domain proceedings threatened or commenced, Seller shall immediately notify Buyer in writing thereof, and provide Buyer with copies of any written communication from any condemning authority. If any of said events shall occur, Buyer may terminate this Contract by written notice to Seller within five (5) calendar days after Buyer has received Seller's written notice, in which event the Earnest Money shall be returned to Buyer. If Buyer elects to close, then: **(i)** if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Buyer at Closing hereunder; **(ii)** if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Buyer at Closing hereunder; **(iii)** if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount of such payment shall be a credit against the Purchase Price payable by Buyer hereunder; and (iv) if Seller has not received such payment at the time of Closing, Seller shall assign to Buyer all claims and rights to or arising out of such taking, including the right to conduct any litigation in respect of such condemnation.

13. NOTICES.

Any and all notices required or permitted hereunder shall be in writing and shall be deemed given upon receipt and shall be delivered by: **(i)** personal delivery; **(ii)** United States registered or certified mail, return receipt requested; or **(iii)** overnight commercial package courier or local delivery service, or **(iv)** facsimile transmission, in all events prepaid and addressed:

In the case of Seller to (Attention): _____
Company: City of Bel-Nor
Mailing Address: _____
_____
_____
Email Address: _____
Fax Number: _____

With copy to (Attention): _____
Company Name: _____
Mailing Address: _____
_____
_____
Email Address: _____
Fax Number: _____

In the case of Buyer to (Attention): Tim O'Donnell
Company Name: _____
Mailing Address: _____
_____
_____
Email Address: _____
Fax Number: _____

With copy to (Attention): Alex Zvibleman
Company Name: SVN Infinity Commercial Group
Mailing Address: 8 The Pines Ct, Unit D, St Louis MO 63141
_____
_____
Email Address: alex.zvibleman@svn.com
Fax Number: _____

Note: Each party shall have the right to change its foregoing address by written notice to the other party.

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** _____

14. ASSIGNABILITY OF CONTRACT.
Buyer shall have the right to assign its rights under this Contract provided that Seller consents to such assignment, which consent shall not be unreasonably withheld or delayed. Upon Buyer's assignment of this Contract, such assignee shall be deemed substituted, for the named Buyer, and such assignee shall be deemed to have assumed Buyer's obligations hereunder, without any release of Buyer unless Seller releases Buyer in writing.

15. TIME IS OF THE ESSENCE.
Time is of the essence in the performance of the obligations of the parties under this Contract.

16. BINDING EFFECT.
This Contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, successors and assigns.

17. GOVERNING LAW.
This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with the laws of the State where the property is located.

18. ENTIRE AGREEMENT.
This Contract and any riders, addenda and exhibits attached hereto constitute the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by both Buyer and Seller.

19. CONSTRUCTION.
Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter in gender, according to the context.

20. SATURDAYS, SUNDAYS AND HOLIDAYS.
If any date for the occurrence of an event or act under this Contract falls on a Saturday, Sunday or legal holiday in the State where the property is located, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

21. EFFECTIVE DATE.
The "Effective Date" of this Contract is the date of the last of Buyer or Seller to execute this Contract as an accepted Contract. Facsimile transmission of the Contract and Riders shall constitute one acceptable method to provide notice of acceptance ("Effective Date") between Buyer and Seller, and each agree to deliver executed originals of Contracts and Riders promptly thereafter.

22. LIKE-KIND EXCHANGE. A qualified like-kind exchange requires adherence to specific rules and regulations as set forth by the Internal Revenue Service. Seller and Buyer are advised to obtain appropriate legal and tax advice to implement any such exchange.

CHECK APPLICABLE BOX

☐ **Buyer.** Seller acknowledges that Buyer is contracting to acquire the Property in contemplation of completing a like-kind exchange of certain other property previously owned by Buyer in a manner which will qualify as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code. In this regard, Seller agrees to cooperate reasonably with Buyer so as to structure the transaction in a manner which will qualify as a like-kind exchange under Section 1031; provided, however, that **(i)** Seller shall in no event be required to incur any costs or expenses with respect to such cooperation; **(ii)** Buyer shall fully indemnify and hold harmless Seller from all losses, costs, expenses and liabilities incurred as a result of such cooperation; **(iii)** Seller makes no warranty or representation whatsoever with respect to the qualification of the transaction for like- kind exchange treatment under Section 1031; and **(iv)** Seller shall have no responsibility, obligation or liability with respect to the tax consequences of the transaction to Buyer.

☐ **Seller.** Seller has advised Buyer of Seller's intention to seek to affect a non-simultaneous like-kind exchange pursuant to Section 1031 of the Internal Revenue Code in connection with the conveyance of the Property. In this regard, prior to the transfer of the Property to Buyer, Seller intends to convey the Property to a neutral third party (an "Exchange Facilitator") subject to the terms of this Contract. The Exchange Facilitator will assume and fulfill the contractual obligations of Seller contained herein and the Property shall be transferred by the Exchange Facilitator to Buyer pursuant to the terms of this Contract at the time and in the manner set forth herein. Buyer agrees to cooperate reasonably with Seller with respect to such exchange, provided, however **(i)** Buyer shall in no event be required to incur any costs or expenses in this transaction as a result of or connected with the structuring of this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code; **(ii)** Seller shall fully indemnify and hold Buyer harmless from all loss, cost, expenses and liabilities incurred as a result of Buyer's cooperation in structuring this transaction as a like-kind exchange; **(iii)** Buyer makes no warranty or representation whatsoever with respect to the qualification of the transaction for like-kind exchange treatment under Section 1031; and **(iv)** Buyer shall have no responsibility, obligation or liability with respect to the tax consequences of the transaction to Seller.

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** DS _____

23. RIDERS or SPECIAL TERMS & CONDITIONS

The following riders or supplements are attached hereto and incorporated herein as part of this Contract:

☐ **Estoppel Rider** ☐ **Mediation/Arbitration**

_____

_____

_____

_____

_____

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_____

_____

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_____

24. AGENCY DISCLOSURE AND BROKERAGE COMMISSION.

Buyer and Seller by signature to this Commercial Sale Contract acknowledge and consent to the representations and payment of commission(s) or fee(s) disclosed herein.

Seller shall pay Seller's Broker a commission or fee per separate written agreement.

☐ **Seller or** ☐ **Buyer shall pay Buyer's Broker a commission or fee as indicated herein or per separate written agreement**

_____

Broker(s) and affiliated licensee(s) duties and responsibilities are governed by the selection below (check appropriate category):

SELLER'S BROKER and Agent/Licensee(s)		**BUYER'S BROKER and Agent/Licensee(s)**	
☑	SELLER NOT REPRESENTED	☐	BUYER NOT REPRESENTED
☐	Sellers Limited Agent	☑	Buyer's Limited Agent
☐	Sub-Agent	☐	Sub-Agent
☐	Disclosed Dual Agent	☐	Disclosed Dual Agent
☐	Designated Agent	☐	Designated Agent
☐	Transaction Broker	☐	Transaction Broker

Disclosure. Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship. Buyer and seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

No Other Brokers. Buyer and Seller warrant and represent that no Broker or other person other than Broker or Broker(s) named herein are entitled to a commission or fee, finder's fee or other compensation in connection with this Commercial Sale Contract, and Buyer and/or Seller shall indemnify and hold harmless the other party from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any other Broker, finder or other person for such compensation arising by, under or through the indemnifying party.

Commission Payable to Brokers Upon Default. (1) Upon Seller's failure to close due to Seller's default, Seller shall immediately pay in full the commissions or fee due Broker(s) by Seller, as set forth above. **(2)** Upon Buyer's failure to close due to Buyer's default, the Escrow Agent is authorized to release one-half (1/2) of the Earnest Money and interest thereon to the Broker(s), not to exceed the total commissions or fee due as set forth above, with the remaining balance released to Seller. **(3)** Upon Buyer's failure to close due to Buyer's default, Buyer shall immediately pay in full the commissions or fee due Buyer's Broker, as set forth above (or by separate written Agreement).

Principal Status. ☐ **Seller and/or** ☐ **Buyer** is a real estate licensee and is acting as a principal party in this Contract.

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** _____

By signature below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

Seller's Broker: _____
Seller's Broker Agent Licensee: _____
Signature of Licensee: _____

Buyer's Broker: SVN Infinity Commercial Group
Buyer's Broker Agent Licensee: _____
Signature of Licensee: _____

OFFER TO BUYER.

Buyer Executes Offer: Date_____ Time _____
Buyer's Executed Offer to be Accepted By: Date_____ Time _____

Buyer Signature: Tim O'Donnell
869D8B1E4C4E44B...
Title: Owner
Print Full Name: Tim O'Donnell
Tax Identification Number(s): _____

ACCEPTANCE OR COUNTER-OFFER BY SELLER.

Seller Accepts Offer: Date_____ Time_____
OR
Seller Executes 1st Counter-Offer: Date_____ Time_____
Seller's 1st Counter-Offer to be Accepted By: Date_____ Time_____

Seller Signature: _____
Title: _____
Print Full Name: _____
Tax Identification Number(s): _____

ACCEPTANCE OR COUNTER-OFFER BY BUYER.

Buyer Accepts 1st Counter-Offer: Date_____ Time_____
OR
Buyer Executes 2nd Counter-Offer: Date_____ Time_____
Buyer's Executed 2nd Offer to be Accepted By: Date_____ Time_____

Buyer Signature: _____

ACCEPTANCE OR COUNTER-OFFER BY SELLER.

Seller Accepts 2nd Counter-Offer: Date_____ Time_____
OR
Seller Executes 3rd Counter-Offer: Date_____ Time_____
Seller's Executed 3rd Counter-Offer to be Accepted By: Date_____ Time_____

Seller Signature: _____

Seller's Initial & Date _____ **File Date (not acceptance date):** _____ **Buyer's Initial & Date** DS _____

BILL NO. _____ ORDINANCE NO. _____

AN ORDINANCE APPROVING THE LEASE OF _____ FOR THE RESTAURANT SPACE LOCATED AT 8418 NATURAL BRIDGE AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT ON BEHALF OF THE CITY.

Whereas, the City owns a vacant restaurant space located at 8418 Natural Bridge Rd and has received an application for a lease which has been determined to be the best value proposal; and

Whereas, in addition to the lease payments, the City will receive the benefit of a local restaurant for the community and sales revenue for the city.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BEL-NOR, MISSOURI, AS FOLLOWS:

Section 1. The Board hereby approves the lease agreement of the restaurant space at 8418 Natural Bridge Road.

Section 2. The Board hereby authorizes the Mayor to execute all necessary documents to effectuate the one year lease of the restaurant space

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF BEL-NOR, MISSOURI, ON THIS ____ DAY OF _____, 2025.

_____
Presiding Officer

Attest:

_____
City Clerk

APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2025.

_____
Mayor

Attest:

_____
City Clerk

Note: CHEF DADDY OR WAFFLELICIOUS

Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this 12th day of October, 2025 (the "Execution Date"),

BETWEEN:

Wafflelicious LLC of 7750 Maryland Ave #16672, Clayton, MO 63105, USA

(the "Tenant")

- AND -

City of Bel-Nor (the "Landlord")

BACKGROUND:

A. The Landlord is the owner of commercial property that is available for lease.

B. The Tenant wishes to lease commercial property from the Landlord.

This Document will establish the basic terms used in a future lease agreement (the "Lease") between the Landlord and the Tenant. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Document does not create a binding agreement between the Tenant and the Landlord and will not be enforceable. Only the Lease, duly executed by the Tenant and the Landlord, will be enforceable. The terms and conditions of the Lease will supersede any terms and conditions contained in this Document. The Tenant and the Landlord are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

Transaction Description

2. The commercial property that is the subject of this Document (the "Property") is located at:
    - 8418 Natural Bridge Road, St. Louis, MO, 63121

Rent and Term of Lease

3. The term of the tenancy- TBD

4. The rent will be $1,700.00 USD payable monthly, starting- TBD after the effective date of the signed lease agreement.

Terms and Conditions

5. The tenant shall be granted TBD business days of rent abatement (free rent), for the completion of all tenant improvements.

This Document accurately reflects the understanding between the Landlord and the Tenant, signed on this 12th day of October, 2025.

Per: _____(Seal)
Waffle-licious LLC (Tenant)

Per: _____(Seal)
City of Bel-Nor (Landlord)

Terrance Green
Chef Daddy's STL
8418 Natural Bridge Rd
Bel-Nor, MO
Phone: (314) 857-0498
Email: chefdaddy933@gmail.com



October 15, 2025

City of Bel-Nor
8418 Natural Bridge Rd
Bel-Nor, MO

Subject: Letter of Intent for Lease of Restaurant Space

Dear City of Bel-Nor Representative,

I am writing to express my intent to lease the restaurant space located at **8418 Natural Bridge Rd, Bel-Nor, MO** for my business, **Chef Daddy's STL**. We specialize in Southern soul food and BBQ, and we are excited about the opportunity to serve and grow with the Bel-Nor community.

Proposed Lease Terms:

- Lease Duration: Three (3) years with the option to renew.
- Base Rent: $1,700 per month for the first three years, with a rent increase thereafter.
- Rent-Free Period: Two (2) months rent-free for preparation and setup.
- Rent Payment: Annual rent paid upfront for each lease year.
- Equipment: All existing equipment currently in the location to remain in place as part of the lease.
- Use: The space will be used for operating a full-service soul food and BBQ restaurant offering dine-in and takeout.

We believe this partnership will be mutually beneficial for both the City of Bel-Nor and Chef Daddy's STL. I am confident our restaurant will bring positive community engagement and

quality dining to the area.

Please let me know a convenient time to meet and discuss the details further. I look forward to finalizing this agreement soon.

Thank you for your consideration.

Sincerely,



Terrance Green
Chef Daddy's STL
(314) 857-0498
chefdaddy933@gmail.com

CHEF DADDY'S STL

SOUL FOOD & BBQ – SERVING LOVE ON A PLATE

LUNCH & DINNER PLATES

Served with 2 sides & cornbread muffin

RIB TIPS PLATE

Tender, smoky, aruge, *Pcerd. with laemos.*

SMOTHERED PORK CHOPS

Fried then slow-simmered in *rich on ge wy*

BBQ BEEF RIBS

Fall-off-the-bone flavor *fic'ra geauar*

BAKED CHICKEN

Seasoned to perfection *rreues d jvmy*

MEATLOAF DINNER

FRIED TURKEY CHOPS

VEGGIE PLATE

CHEE DADDY'S BURGERS & SANDWICHES

Served with fries or one side

CHEF DADDY BURGER

BBQ BACON BURGER *crnlleted n.chioae*

BLACK & BLU BURGER

TURKEY BURGER

FRIED CHICKEN SANDWICH

CATFISH SANDWICH

PULLED PORK SANDWIC1

FRIED TRIPE SANDWICH

FRESH SALADS

FRIED GREEN BEANS

BBQ Nachos (rib tips orpulkerpe) *u*

WINGS

& BBQ. Hot Hemon Pepper

GREEN BEANS w potatocs

RICE & ORAVY

POTATO SALAD

CORNBREAD MUFFIN

APPETIZERS

FRIED GREEN BEANS

BBQ Nachos trib tips or puilloodcks

WINGS

BBQ, Hot, / Lemon Pepper, Honey Hot Sauce

LOADED FRIES *w/BRoatnare*

DESSERTS

PEACH COBBLER

BANANA PUDDING

SWEET POTATO PIE

POUND CAKE

DRINKS

KOOL-AID (Red, Grape or Blue)

SWEET TEA

LEMONADE

LEASE AGREEMENT
FOR OPERATION OF A RESTAURANT AT
8418 NATURAL BRIDGE ROAD

THIS LEASE AGREEMENT is made this _____ day of _____, 202X, between the City of Bel-Nor, Missouri, ("Landlord"), and the Tenant named below.

Summary of Basic Terms

Tenant:	Terrance Green, LLC DBA Chef Daddy's-STL
Tenant's representative:	Terrance Green
Current address:	6721 Charlie Dooley STL MO 63121
Phone number:	(314) 857-0498
Email address:	Chefdaddy933@gmail.com
Premises:	Approximately 1600 square feet (SF) of restaurant space located at 8418 Natural Bridge Road, Bel-Nor, Missouri 63121. Includes a 300 SF outdoor patio adjacent to the building. Use of parking lot shall be as described in this Lease.
Lease Term:	3 years, beginning January 1, 2025 and ending on December 31, 2028 ("Lease Expiration Date"). Tenant shall have the right to renew for an additional 2-year term ("Option Period 1") plus a second five-year term ("Option Period 2").
Rent Commencement Date:	January 1, 2025
Base Rent:	One Thousand Nine Hundred Dollars ($1,900.00) for the first three years. In the event that this Lease is extended for the Option Period, the Base Rent shall increase by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the Index referred to as the "US City Average/All items figures for all urban consumers/St. Louis Area" or the nearest comparable data on changes in the cost of living if such index is no longer published. The increase shall be determined by comparison of the figure for January 1 immediately following the execution of the Lease with that of January 1 immediately preceding the Lease Expiration Date. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year.

Tenant's Permitted Use:

A restaurant/eating establishment whereby at least 60% of the revenue is derived from the sale of food (as opposed to alcoholic beverages).

A restaurant/eating establishment is a permitted use in the C-1 General Commercial Zoning District. Bars and taverns are not allowable uses in the zoning district. Therefore, the primary focus must be on the sale of food and not the sale of alcoholic beverages.

Preparation of carryout meals or catered events is a permitted use.

The use of the outdoor patio area shall the subject to additional conditions and restrictions as described in Exhibit A to this Lease.

Insurance:

The following insurance shall be procured and maintained throughout the Lease term (including the Option Period by the Tenant:

Commercial General Liability: $1,000,000 per occurrence/$2,000,000 aggregate subject to Landlord's right to increase limits from time to time.

Other insurance as required in Paragraph 9 this Lease Terms, Conditions and Requirements

Security Deposit:

Not Applicable

Terms, Conditions and Requirements

1. **Granting Provisions.** Subject to tbe other terms, covenants and conditions of this Lease, and in consideration of the obligation of Tenant to pay rent and to comply with the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, together with all appurtenances thereto (including the non-exclusive right to use the Landlord's parking lot subject to the limitations herein contained or herein referenced) to have and to hold for the Lease Term set forth on the first page hereof, which shall commence on the Date of Operation and end on the Lease Expiration Date set forth on the first page hereof.

Tenant is hereby granted one succeeding option (the "Extension Option") to extend this Lease on the same terms and conditions as herein contained (except that the "Base Rent" shall be increased in accordance with the formula on the first page hereof) for one additional consecutive term of two years (the "Option Period") expiring three years after the Lease Expiration Date, subject to the following terms and conditions. Notice of exercise of the option must be given to Landlord in writing not less than six (6) months prior to the Lease Expiration Date. Tenant shall have no right to exercise an option at any time when there exists an Event of Default on the part of Tenant or an event or occurrence which, with notice or the passage of time or both, would constitute an Event of Default on the part of Tenant.

The following additional grants and restrictions are hereby made a part of this Lease:

(i) Access to Premises. Landlord agrees to provide Tenant, including its employees, agents, representatives, contractors, guests and invitees, with access to the Premises through Landlord's adjacent parking lot. Said access shall be provided by Landlord to Tenant dnring the hours that Tenant is authorized to use the Premises under the terms of this Lease or governmental regulation. The access provided for herein shall be by vehicular traffic movement from Natural Bridge Road. The access point between Natural Bridge Road and Landlord's parking lot may be closed off by Landlord from time to time in order to conduct parking lot maintenance or for special events. Landlord shall provide reasonable notice to Tenant of such maintenance or special events and shall work in good faith to avoid peak operating hours. There shall be no vehicular traffic allowed by Tenant or its employees, agents, representatives, contractors, guests and invitees when the access drive from Natural Bridge Road is closed. Tenant shall be responsible for enforcing compliance with the terms hereof by Tenant's employees, agents, representatives, contractors, guests, and invitees.

(ii) Parking. Tenant shall have the non-exclusive use of 20 parking spaces which are located on the parking lot immediately west of the building.

(iii) Outdoor Patio Area. The outdoor patio area shall be subject to additional conditions and restrictions as described in Exhibit A, which is hereby incorporated into this Lease.

2. **Acceptance of Premises; Governmental Approvals.** Tenant acknowledges that it has inspected the Premises and hereby accepts the Premises, under this Lease, in their presently existing condition, "as is," "where is," with all faults, and without any representation or warranty of any nature whatsoever, express or implied, oral or written, as to the condition of the Premises. Tenant hereby waives any and all implied warranties of all kinds with respect to the Premises. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE NOR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, COMPLIANCE WITH SPECIFICATIONS OR LEGAL REQUIREMENTS, CONDITION, CONSTRUCTION, MERCHANTABILITY, DESIGN, QUALITY, DURABILITY, OPERATION OR FITNESS FOR USE OR PURPOSE OF THE PREMISES OR ANY PORTION THEREOF, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on their use. Tenant is leasing the Premises based solely upon its own inspection, evaluation, review and analysis of the Premises, and Tenant is assuming the entire risk associated with any such inspection, evaluation, review, and analysis being incomplete or inaccurate. Tenant's continued possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in acceptable condition as of the Lease Commencement Date.

The parties acknowledge that Landlord and Tenant are responsible for certain repairs and maintenance and nothing in this paragraph should be construed to negate those responsibilities.

Tenant shall be responsible, at its sole cost and expense, for maintaining, renewing and/or procuring any and all required governmental approvals that may be required from time to time for its use and possession of the Premises, including its certificate of occupancy, business license, sign permits and liquor license.

3. **Use.** In addition to provisions set forth elsewhere in this Lease, the following specific provisions are hereby adopted with respect to the use of the Premises by Tenant and its employees, agents, representatives, contractors, guests and invitees:

(i) Use as a Restaurant/ Eating Establishment where Primary Focus is Sale of Food. This Lease shall be conditioned upon Tenant maintaining the business as restaurant/eating establishment whereby at least 60% of the revenue is derived from the sale of food (as opposed to alcoholic beverages). A restaurant/eating establishment is a permitted use in the C-1 General Commercial Zoning District. Bars and taverns are not allowable uses in the zoning district. Therefore, the primary focus must be on the sale of food and not the sale of alcoholic beverages. No less than quarterly, Tenant shall prepare an accounting report showing the revenue derived from food and from alcoholic beverages and submit such report to Landlord. Tenant shall be responsible for collection and payment of all applicable local and state sales taxes.

This Lease is also conditioned upon Tenant maintaining and operating the restaurant in compliance with all applicable laws and governmental regulations, including those enacted or promulgated by Landlord in its governmental and regulatory capacity, throughout the term of this lease.

In the event that the nature of the use changes, that the revenue from food does not amount to 60% of the overall revenue, or if Tenant violates any applicable law or regulation or provision of this Lease, this Lease may, at the option of Landlord, be declared null and void and of no further force and effect. The continuation of this Lease in full force and effect shall be conditioned upon Tenant abiding by all of the terms and conditions of same.

(ii) Permitted Use. The Premises shall be used only for the permitted use described in this Lease and for such other lawful purposes as may be incidental or related thereto. The outdoor patio area shall be subject to additional conditions and restrictions as described in Exhibit A, which is hereby incorporated into this Lease.

(iii) Other Use Restrictions. Tenant shall at all times during the Lease Term:

(a) refrain from burning any papers, trash or garbage of any kind in or about the Premises;

(b) refrain from using plumbing facilities in or about the Premises for any purpose other than for which they were constructed and from disposing of any damaging or injurious substance(s) therein;

(c) refrain from using any mechanical or amplified sound system at the Premises, and refrain from permitting any vibration, noise or sound which is not consistent with the Tenant's use of Premises (as permitted in the Lease) or which is objectionable due to intermittence, beat, frequency, shrillness, or loudness;

(d) refrain from permitting any objectionable or obnoxious odors, smoke, dust, or gas to emanate from the Premises, refrain from making any public or private nuisances which are not consistent with Tenant's use of the Premises (as permitted in this Lease), and refrain from taking any action which may endanger Landlord or any users of the Restaurant;

(e) refrain from permitting smoking anywhere on the premises, including the outdoor patio;

(f) refrain from any activities that would hinder or exclude the use of the parking lot by

Landlord and visitors to City Hall; and

(g) refrain from outside storage, including without limitation, storage of equipment, materials, trucks and other vehicles, except with Landlord's prior written consent.

Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler credits (if applicable). If any increase in the cost of insurance maintained on the Premises by Landlord is caused by Tenant's use or occupation of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord upon demand. Tenant shall comply with Landlord's Rules and Regulations provided for in Paragraph 31.

(i) Legal Requirements. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws (including, without limitation, the Americans With Disabilities Act), orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, including any directions of any public officer, pursuant to law, which imposes any duty upon the Landlord or Tenant that is the responsibility of Tenant under this Lease with respect to the Premises (collectively, "Legal Requirements"). Tenant shall further, at its expense, make any alterations or modifications, within or without the house and grounds comprising the Premises, that are required by any Legal Requirements related to Tenant's use or occupation of the Premises. Landlord shall furnish to Tenant copies of all notices received by Landlord relating to the above-described responsibilities of Tenant within fifteen (15) days after receipt and, likewise, Tenant shall furnish to Landlord copies of all notices received by Tenant relating to the above-described responsibilities of Tenant within fifteen (15) days after receipt. Tenant shall have such time as reasonably necessary to comply with said notices. In the event Tenant fails to comply with any said notice within the time reasonably necessary to comply with said notice, then Landlord, in its sole discretion, may comply with said notice and Tenant agrees to pay and reimburse Landlord within fifteen (15) days of a written demand by Landlord for the total cost expended by Landlord in complying with said notice, together with the reasonable costs and expenses, including attorney's fees incurred by Landlord, in so complying with said notice, together with interest on said amount at the rate provided in Paragraph 37(h) hereof for the period of time from the date of Landlord's expenditures to the date all such sums are repaid by Tenant. Failure by Tenant to repay all such sums within fifteen (15) days after demand shall be a default by Tenant under this Lease.

4. **Base Rent; Payment of Rent.** The date of the commencement of Tenant's rental obligations under this Lease shall be the Rent Commencement Date. For and during the Lease Term, Tenant shall pay Base Rent in the amount set forth on the first page hereof. *The first month's Base Rent shall be due and payable on the Rent Commencement Date.* Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, each monthly installment of Base Rent on or before the first day of each calendar month succeeding the Rent Commencement Date. Payments of Base Rent for any fractional calendar month, if applicable, shall be prorated.

Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease. All rent payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made at such place, within the continental United States, as Landlord may from time to time designate to Tenant in writing. The obligations of Landlord under this Lease and the obligations of Tenant to pay Base Rent, Additional Rent (hereinafter defined) and other rent amounts are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in the payment of any rent payable hereunder for more than five (5) days, Tenant shall pay to Landlord on demand a late charge equal to five percent (5%) of the delinquent sum to compensate Landlord for its administrative expenses incurred in connection with such late payment. This provision for a late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law or equity and shall not be construed as a penalty. This Lease also contains requirements for the payment of interest on delinquent sums.

5. **Security Deposit.** No security deposit will be required.

6. **Additional Rent.** For and during the Lease Term, Tenant shall pay as additional rent hereunder ("Additional Rent") the amounts necessary to pay or reimburse Landlord for the Property Taxes (defined in Paragraph 8), if any, incurred by Landlord each calendar year.

7. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, cable television, telecommunications, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Tenant shall cause all utilities used on the Premises to be separately metered to Tenant, at Tenant's cost.

The parties acknowledge that billing from Metropolitan Sewer District is linked with the City Hall. Tenant agrees to timely pay the entire amount charged each month by the Metropolitan Sewer District which includes both the Premises and the City Hall property. Failure by Tenant to timely make payment to MSD shall be deemed a default of this Lease.

No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent. Notwithstanding anything to the contrary contained in this Paragraph 7, if an interruption or cessation of utilities results from a cause within the Landlord's reasonable control and the Premises are not usable by Tenant for the conduct of Tenant's business as a result thereof, the rent otherwise payable hereunder shall be abated for the period which commences five (5) business days after the date Tenant gives Landlord notice of such interruption until such utilities are restored.

8. **Property Taxes.** The parties hereby acknowledge that, based on Landlord's ownership of the Premises and Tenant's intended use of the Premises, the parties may be able to obtain an exemption from payment of Property Taxes on the Premises, in whole or in part, for all or part of the Lease Term. In the event the Premises, in whole or in part, become subject to Property Taxes because of Tenant's use of the Premises, or a change of ownership of the Premises, Tenant may undertake efforts, at Tenant's sole cost and expense, to obtain tax exemption for payment of such Property Taxes, and Landlord agrees to provide reasonable cooperation to Tenant in connection with Tenant's efforts. To the extent, however, that Tenant is unable to obtain tax exemption, Tenant shall be responsible for paying Property Taxes as herein set forth.

All Property Taxes, if any, that accrue against the Premises during the Lease Term because of Tenant's use of the Premises shall be paid by Landlord or, at Landlord's option, shall be paid by Tenant; provided, however, if Landlord has collected estimated Additional Rent from Tenant pursuant to Paragraph 7 hereof, Landlord shall pay the Property Taxes. In the event Landlord desires Tenant to pay the Property Taxes, Landlord shall provide Tenant written notice thereof at least ten (10) days before the Taxes become delinquent. Tenant may contest by appropriate legal proceedings the amount, validity, or application of any Property Taxes or liens thereof, at Tenant's sole cost and expense, provided that Tenant satisfies all requirements applicable to such proceedings and provided Tenant gives Landlord security acceptable to Landlord against loss of title through such proceedings. For purposes of this Lease, "Property Taxes" shall mean the aggregate amount of all real estate taxes, assessments (whether they be general or special), transit taxes, taxes based upon the receipt of rent and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes, capital stock, inheritance, estate, gift, or any other taxes imposed upon or measured by Landlord's gross income or profits, unless the same shall be imposed in lieu of real estate taxes or other ad valorem taxes), which Landlord shall pay or become obligated to pay with respect to the Premises because of Tenant's use of the Premises. Property Taxes shall include all fees and costs, including attorneys' fees, appraisals, and consultants' fees, reasonably incurred by Landlord in connection with any legal proceedings contesting the amount, validity, or application of any Property Taxes, or liens thereof, regardless of whether any reduction or limitation is obtained. Property Taxes shall exclude fines, penalties and interest assessed as a result of the Landlord's failure to pay Taxes before they become delinquent, unless Landlord has requested Tenant to pay Taxes directly, as provided for above, and Tenant has failed to do so in a timely manner. Property Taxes for any calendar year shall be Taxes which are due for payment or are paid during such calendar year, provided they relate to such calendar year. If at any time during the Lease Term the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any such Property Taxes, or contemplated increase in any such Taxes, and shall be measured by or be based in whole or in part upon the Premises or the rents or other income from the Premises, then all snch new taxes, assessments, levies, impositions or charges, to the extent that they are so measured or based, shall be included in Property Taxes to the extent such items would be payable if the Premises were the only property of Landlord subject to same and the income received by Landlord from the Premises were the only income of Landlord.

Tenant shall be liable for all taxes levied or assessed against any personal property or Trade Fixtures (hereinafter defined) placed in or at the Premises by or on behalf of Tenant, whether levied or assessed against Landlord or Tenant.

9. **Insurance.**

Landlord shall maintain during the Lease Term all risk (Special Form) property insurance, including coverage for liquor liability, vandalism and malicious mischief, water/sewer backup, covering the reasonably anticipated full replacement cost of the structures comprising a part of the Premises. Landlord may, but is not obligated to, maintain such other insurance and insurance coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent interruption insurance. Landlord's obligations to carry insurance may be satisfied by coverage under a so-called blanket policy of insurance, provided that the requirements set forth in this Lease are satisfied and any such blanket policy contains a provision that the limit(s) of the policy shall apply independently to the Premises in amounts not less than those amounts required by this Section 9. Tenant shall not be responsible to pay the premiums for insurance maintained by the Landlord pursuant to this Paragraph 9.

Tenant shall maintain during the Lease Term appropriate policies of insurance to cover all equipment and other contents of the building in the event of theft, vandalism, malicious mischief, sprinkler leakage, fire, weather and other events. In addition, Tenant shall maintain during the Lease Term appropriate policies of insurance to cover Tenant's loss of use of the Premises due to casualty or other reason. Tenant acknowledges that Landlord shall not be responsible for damage or destruction or loss by Tenant of any contents or the use of the Premises.

Tenant shall not do or permit to be done any act or thing upon the Premises in violation of this Lease which will invalidate or be in conflict with the provisions of the fire and extended coverage insurance policies covering said property. Tenant at its sole cost and expense shall comply with all rules or requirements of the board of fire underwriters, or any other similar body, and shall not do or permit to be done, or keep or permit to be kept, anything in or upon the Premises which could invalidate or lessen the coverage of such insurance.

Tenant shall further, at its sole cost and expense, at all times at and after the Lease Commencement Date, maintain commercial general liability insurance in full force and effect for the Premises, and any portion of the grounds of the Premises used by it, its employees, agents, representatives, contractors, guests and invitees, such insurance to be in the standard form generally in use in the State of Missouri with insurance companies having a current "Best" rating of not less than A and a financial rating not less than Class VII and authorized to do business in the State of Missouri, and such insurance to have a minimum limit of $1,000,000 per occurrence and a minimum limit of $2,000,000 in the aggregate. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policy(s) required of Tenant hereunder shall insure on an occurrence and not a claims-made basis and shall provide primary coverage to Landlord (and any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Executed copies of said policies of insurance, or certificates thereof, shall be delivered by Tenant to Landlord on or before the Lease Commencement Date. Thereafter, at least thirty (30) days prior to expiration of the term of each such policy, a renewal or replacement insurance policy, or a certificate thereof, shall be delivered by Tenant to Landlord. In addition to the delivery of the policies, or certificates, at the same time Tenant shall deliver to Landlord proof of the payment of premiums for said policy(s). As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All said policies of insurance delivered by Tenant to Landlord must contain a provision that the company writing said policy will give Landlord at least twenty (20) days advance written notice of any cancellation, lapse or reduction in the amount of insurance provided under such policies.

All said policies of insurance must contain a provision naming Landlord, its agents, employees, guests, and invitees, as additional insureds and/or loss payees, as their respective interests may appear and as provided for in the Lease.

Tenants shall further maintain throughout the Lease Term, worker's compensation insurance with no less the minimum limits required by Missouri laws, and employer's liability insurance with such limits required by law.

Any insurance coverage obtained by either party hereto shall include waivers of subrogation by the respective insurers, including all rights (based upon the assignments from the respective insureds) against Landlords or Tenant, and their respective owners, members, officers, employees, officials, managers, agents, representatives, contractors, invitees and guests, in connection with any property loss or damage thereby insured against. Neither party hereto, nor such party's owners, members, officers, employees, officials, managers, agents, representatives, contractors, invitees, or guests, for loss or damage caused by any risk covered by any property insurance policy, and each party waives any claims against the other party, and its owners, members officers, employees, officials, managers, agents, representatives, contractors invitees and guests, for such loss or damage so covered.

10. Repair or Maintenance Obligations on Part of Landlord

Landlord will assume responsibility for promptly and diligently maintaining, repairing and (if applicable) replacing, in neat, kempt and good working order, condition and repair, to a comparable level of quality as Landlord's City Hall, and in accordance with all applicable laws, the exterior and structural elements of the premises including, but not limited to, the footings, foundation, structural components, columns, joists, load bearing walls, exterior walls, soffits and facia, the roof and roof membrane, all mains, lines, pipes, conduits and facilities related to utilities serving the Premises up to the point of entry into the interior of the building, fire suppression systems, gutters and downspouts, windows, exterior paint, masonry, steps, landscaping, and parking lot lighting, parking lot, driveways and walkways.

In addition, Landlord shall be responsible ice and snow removal of the parking lots in the same manner that the Landlord conducts such removal in other areas of the City. Such ice and snow removal shall be in the Landlord's total discretion.

Landlord shall have no maintenance responsibility with respect to the outdoor patio area or signage.

Subject to the maintenance agreements outlined in Paragraph 11. (iv) below, Landlord will be responsible for replacement of heating, ventilation and air conditioning systems, HYAC equipment (including the range hood) and electrical equipment serving the Premises which has reached the end of its useful life or is beyond economical repair, as long as the Tenant has abided by the terms of the maintenance agreements regarding emergency repairs, annual inspections, and performance of any repairs or maintenance found to be needed by said inspections.

Landlord, at its sole cost, shall make all modifications to the Property required by Applicable Law including, without limitation, all modifications required to comply with the Americans with Disabilities Act (ADA), except for those modifications made necessary as a result of Tenant's specific business use (as distinguished from a modification which would be required to be made to any comparable office use irrespective of the use thereof by a particular occupant).

Except as otherwise provided in this Lease, Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises, nor the structure or other improvements comprising a part thereof, nor any fixtures or equipment located therein, whether structural or non-structural. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Furthermore, Landlord shall not be liable to Tenant, or Tenant's owners, members, employees, managers, agents, invitees, guests or any other persons, for any damage caused to them or their persons or property by water, rain, snow, ice, sleet, fire, frost, storms and accidents, or by breakage, stoppage, or leakage of water, heating, or sewer pipes, or plumbing, or by any other condition, occurrence or event on, about, or adjacent to the Premises.

11. **Tenant's Care, Maintenance and Repair of Premises.** Tenant will use the Premises in a careful, safe and proper manner at all times throughout the Lease Term. In addition, Tenant will not commit waste, overload the floor or structure of the Premises above its design capacity or subject the Premises to use that would damage the Premises.

Tenant will during the Lease Term repair, replace and maintain in good, safe and reasonable

condition, at its expense, the Premises, all parts and components of the Premises, and all areas, improvements and systems located within the Premises, except those that are specifically designated as the responsibility of Landlord. Without limiting the generality of the foregoing, Tenant agrees, covenants and warrants to do and perform, at its sole cost and expense, all maintenance, repairs and replacements required at the Premises, including, but not limited to, the following:

(i) Tenant will keep and maintain the exterior and interior of the building comprising the Premises in a neat and clean condition, free from nuisance and filth.

(ii) Tenant will ensure routine pest control and shall immediately address any infestations or issues with pests. Tenant agrees to enter into and maintain in force at all times during the Lease Term maintenance agreements for periodic pest control treatment. Prior to entering into any such maintenance agreement, Tenant shall submit a copy of said agreement to Landlord for approval, whose approval shall not be unreasonably withheld or delayed.

(iii) Tenant will maintain and repair all components of the outdoor patio area and appurtenances.

(iv) Tenant will keep and maintain in good order and repair the exterior and interior of the building, including all structural or non-structural components that are not the obligation of Landlord. Tenant agrees to enter into and maintain in force at all times during the Lease Term maintenance agreements for any heating, ventilation and air conditioning systems, HVAC equipment (including the range hood) and electrical equipment serving the Premises. Said maintenance agreements shall provide for emergency repairs, annual inspections, and performance of any repairs or maintenance found to be needed by said inspections. Prior to entering into any such maintenance agreement (or any replacement maintenance agreement), Tenant shall submit a copy of said agreement to Landlord for approval, whose approval shall not be unreasonably withheld or delayed. Landlord shall have ten (10) days after any such submission either to approve in writing the terms of the maintenance agreement and the contractor to perform the specified maintenance or to provide Tenant written notice of the objections Landlord has with respect to such terms or contractor. Prior to commencement of the initial Lease Term, the Landlord and Tenant will jointly inventory all City-owned systems and equipment on the Premises, which will form the basis for coverage under foregoing maintenance agreements.

(v) Tenant will maintain and keep in good condition and repair the common areas of the Premises (except the parking lot), including the sidewalks, walkways, pathways, landscaped areas, building entrances, lawn and grounds surrounding the building. Tenant will maintain the lawns, shrubbery, hedges and plantings on the Premises in a neat, trimmed and healthy condition.

(vi) Tenant will be responsible for any janitorial services required for cleaning of the Premises and, further, Tenant will be responsible for the removal of trash and waste from the Premises.

(vii) Tenant will perform any maintenance and repairs written notice of which is given to Tenant by Landlord as provided in Paragraph 18 (Inspection and Access).

(viii) In connection with any contract that Tenant executes for maintenance, repair or replacement work, all work shall be performed in a good and workmanlike manner, and Tenant warrants and represents that all said work shall be of good quality, free from faults and defects and shall be done and performed in a manner that does not in any way injure or harm the Premises, including any structural part of the Premises or any exterior part of the Premises. Tenant further agrees to hold Landlord harmless from and against any aud all liabilities of any kind or description which may arise out of or in connection with said maintenance, repair or replacement work, except as such liability is caused by reason of the gross negligence or willful misconduct of Landlord or its agents, employees or contractors.

If Tenant fails to perform any maintenance, repair or replacement for which it is responsible, Landlord may perform such work and shall be reimbursed for the cost thereof by Tenant within ten (10) days after demand therefore. Tenant shall bear the full cost of any repair or replacement to any part of the Premises, or any improvements, amenities, or the parking lot, that result from damage caused by Tenant or its owners, members, officers, employees, managers, contractors, agents, representatives, invitees, guests or assigns.

12. **Tenant Improvements, Tenant-Made Alterations and Trade Fixtures.** Any additional or modified tenant improvements to be installed at the Premises (the "Improvements"), and any alterations or modifications to be made of the Premises, ("Tenant-Made Alterations"), by or on behalf of Tenant shall be subject to Landlord's prior written approval. Tenant shall cause, at its expense, all Improvements and Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements, and Tenant shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Improvements or Tenant-Made Alterations. All Improvements and Tenant-Made Alterations shall be installed and made in compliance with the requirements set forth in Exhibit B hereto. Tenant shall, at Tenant's sole cost and expense, be permitted to install or implement such security measures at the Premises as Tenant deems reasonably appropriate. Upon surrender of the Premises, all Improvements and/or Tenant-Made Alterations constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal of any such items at Tenant's expense or Landlord and Tenant otherwise agreed in writing in connection with Landlord's approval thereof. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may install such shelves, equipment and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or materially damage the Premises, and may be removed without material injury to the Premises, and the installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Upon the expiration or termination of this Lease, Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

In the event that Tenant seeks to make such alterations or modifications to the building that would constitute a significant investment, Tenant shall provide written notice and a detailed set of plans accompanied by cost estimates to Landlord and may request that certain Lease terms be re- negotiated as a condition of such investment.

13. **Signs and other Exterior Attachments.** Tenant shall not make any changes to the exterior of the building, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent in each instance. If approved by the Landlord, any signage will be installed at the sole expense of Tenant and in compliance with all ordinances, restrictions and permit conditions. Tenant shall maintain any allowable signage in good and attractive condition. Upon surrender or vacation of the Premises, Tenant shall remove all signs and shall repair, paint, and/or replace the building facia surface to which its signs, media, etc. were attached. Tenant shall obtain all applicable governmental permits and approvals for its signs and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval. Finally, Tenant may post such temporary signage as may be approved by Landlord for special events authorized by Landlord under the terms of this Lease and applicable ordinances.

14. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Tenant shall notify Landlord, within forty-five (45) days after Tenant obtains notice of such damage, as to the amount of time Tenant reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed six (6) months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than thirty (30) days after Tenant's said notice. If neither party elects to terminate this Lease or if Tenant reasonably estimates that restoration will take six (6) months or less, then, Tenant shall, at Tenant's expense, promptly restore the Premises, including all improvements installed by Tenant, subject to delays arising from Force Majeure events. Upon substantial completion of the restoration work, Tenant shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Tenant reasonably estimates that it will take more than one-half of the remaining Lease Term to repair such damage. The rent otherwise payable hereunder shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives

any right to terminate the Lease by reason of damage or casualty loss.

If this Lease is terminated under any of the foregoing provisions, the insurance proceeds from the all-risk property insurance policy provided for in Paragraph 9 (Insurance) shall be paid to Landlord as the sole and exclusive property of Landlord. If the Lease is *not* terminated under any of the foregoing provisions, the insurance proceeds from the all-risk property insurance policy provided for in Paragraph 9 shall be paid to Landlord to ensure that Tenant fulfills its responsibility to restore and rebuild the Premises. Landlord shall release such insurance proceeds to Tenant as the work progresses and not in a lump sum. Tenant shall restore and rebuild the Premises as soon as possible to the same condition as existed immediately prior to the damage, using the receipt of insurance proceeds to the extent required and any additional monies which may be required.

15. **Condemnation.** If any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises, then upon written notice of termination from Tenant to Landlord, to be provided within sixty (60) days after Tenant obtains notice of the anticipated Taking or within the thirty (30) days after the actual Taking occurs, whichever time period expires first, this Lease shall terminate and the rent payable hereunder shall be adjusted and terminated as of said date. If part of the Premises shall be Taken and this Lease is not terminated as provided above, this Lease shall remain in effect and the rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

16. **Assignment and Subletting,** Except with Landlord's prior written consent, which consent may be withheld by Landlord in its sole and absolute discretion, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests or management authority controlling Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease requested by Tenant. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof, Landlord may, by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. Tenant may withdraw its notice to sublease or assign by notifying Landlord within ten (10) days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue. In addition to the foregoing requirements and conditions, any assignment or subletting by Tenant shall be subject to Tenant obtaining a modification or amendment of Tenant's Conditional Use Permit to authorize the use(s) proposed by Tenant's proposed assignee or subtenant.

Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the proposed assignee or subtenant as Landlord may reasonably request. Landlord may revoke its consent immediately and without notice if, as of the effective date of the assignment or sublease, there has occurred and is continuing any default under this Lease.

Notwithstanding any assignment or subletting, Tenant and the guarantor (if any) of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or subletting). In the event that the rent due and payable by a subtenant or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder all such excess rental and other excess consideration within ten (I0) days following receipt thereof by Tenant.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, subtenant, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

17. **Indemnification; Waiver.** Except where arising solely from the gross negligence or willful misconduct of Landlord, its agents, employees or contractors, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's officials, members, officers, employees, contractors, agents and representatives, from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from (i) Tenant's use or occupation of the Premises; (ii) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Premises, including any contamination of the Premises, or any other property, resulting from the presence or use of Hazardous Material (hereafter defined) caused or permitted by Tenant; (iii) any breach or default in the perfonnance of Tenant's obligations under this Lease; (iv) any misrepresentation or breach of warranty by Tenant under this Lease; or (v) any other acts or omissions of Tenant or its subtenants, assignees, invitees, guests, owners, members, officers, employees, contractors, agents and representatives. Tenant shall defend Landlord against any such claims, etc. at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election; Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claims, etc. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph

As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Premises arising from any cause whatsoever, and Tenant hereby waives all claims in respect thereof against Landlord. The above and foregoing indemnification shall be construed to apply to all such damage, injury and claims, including claims attributable to the sole, contributory, partial, joint, comparative or concurrent negligence of Tenant, and whether or not attributable to the contributory, partial, joint, comparative or concurrent negligence of Landlord or any of its employees, officers, agents, representatives, contractors or invitees, but expressly excluding, however, claims attributable solely to the gross negligence or willful misconduct of Landlord or any of Landlord's agents, employees or contractors. THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY LANDLORD AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS ABOVE PROVIDED WHEN LANDLORD (OR ITS AGENTS, EMPLOYEES OR CONTRACTORS) ARE CONTRIBUTORILY, PARTIALLY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT WITH TENANT (BUT NOT SOLELY NEGLIGENT). As used in this Section, the term "Tenant" shall include Tenant's subtenants, assignees, invitees, guests, owners, members. officers, employees, contractors, agents and representatives.

Without limiting the generality of the foregoing, Landlord shall not be liable for any damage or injury to the person, business (including interruption or loss of business), goods, wares, merchandise or other property of Tenant, Tenant's employees, or any other person on or about the Premises whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures or any other cause; (c) conditions arising in or about the Premises, or from other sources or places; or (d) any act or omission of any other third party. The provisions of this Paragraph 17 shall not, however, exempt Landlord from liability in cases in which Landlord or its agents, employees or contractors have been solely grossly negligent or have engaged in willful misconduct.

The provisions relating to indemnification shall survive termination and expiration of the Lease.

18. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time for the purpose of making an inspection of the interior or exterior of the Premises

to determine, in Landlord's sole discretion, whether Tenant is properly performing its obligations of maintenance, repair and replacement of the interior or exterior of the Premises, whether Tenant is in compliance with Legal Requirements as provided in Paragraph 3(iv), and/or whether Tenant is observing and performing all of the covenants, warrants and agreements binding on it under this Lease. If Landlord shall so determine that Tenant is not properly performing its obligations to maintain, repair and make replacements of the Premises, Landlord shall give Tenant written notice of the deficiency in Tenant's maintenance, repair and replacement work. Tenant shall have thirty (30) days after said notice to perform the maintenance, repair and replacement work specified in said notice in the same manner and under the same covenants, warranties, terms and conditions as provided in Paragraph 11 (Tenant's Care, Maintenance and Repair of Premises); provided, however, if said maintenance, repair or replacement work shall reasonably require a corrective period of longer than thirty (30) days, Tenant shall have such additional time as is reasonably necessary to perform said maintenance, repair and replacement work. Landlord and its agents, representatives, and contractors may also enter the Premises at reasonable times to make such maintenance, repairs and/or replacements to the Premises as Landlord may deem necessary or appropriate and for such other reasonable business purposes as Landlord may designate. Landlord and Landlord's representatives may further enter the Premises at reasonable times for the purpose of showing the Premises to prospective purchasers, investors and mortgagees and, during the last six (6) months of the Lease Term, prospective tenants. In connection therewith, Landlord may erect a suitable sign on the Premises stating the Premises are available for sale or that the Premises are available for lease. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction shall materially interfere with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

19. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

20. **Surrender.** Upon expiration or termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 14 and 15 excepted, but with such repairs and replacements as may be required hereunder. Any Trade Fixtures, Tenant-Made Alterations (including Tenant's Improvements, if any) and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the expiration or termination of the Lease Term shall survive the Lease Term, including without limitation, indemnity obligations, rent payment obligations and obligations concerning the condition and repair of the Premises.

21. **Holding Over.** If Tenant retains possession of the Premises after the expiration or termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (*excluding* any Extension Option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to two hundred percent (200%) of the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease (except as otherwise expressly provided in a written instrument signed by Landlord and Tenant), and this Paragraph 21 shall not be construed as consent for Tenant to retain possession of the Premises.

22. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of five (5) days after written notice from Landlord to Tenant that such payment was due; provided, however, that Landlord shall not be obligated to provide written notice of such failure more than two (2) times in any consecutive 12-month period, and the failure of Tenant to pay any third or subsequent installment of Base Rent or any other payment required herein when due in any consecutive 12- month period shall constitute an Event of Default by Tenant under

this Lease without the requirement of notice or opportunity to cure; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under applicable law.

(ii) Tenant or any guarantor of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises for a period of not more than sixty (60) days (or such longer time period as may be approved by Landlord) shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Landlord's and Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation; and, Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge or provide Landlord security acceptable to Landlord which protects Landlord and the Premises against, any lien placed upon the Premises in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to above in this Paragraph 22, and such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default; provided, however, that if the default is of a type which is not reasonably susceptible of being cured within thirty (30) days and would not result in a material and adverse loss to Landlord if not cured within thirty (30) days, Tenant shall have such additional time as is reasonably necessary to cure (but in no event longer than ninety (90) days) provided Tenant commences to cure within such thirty (30) days and thereafter diligently prosecutes such cure to completion.

23. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all

reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; plus, the excess of the then present value of the Base Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease measured from the date of such termination to the expiration date stated in this Lease, over the present value of any net amounts which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

If Landlord terminates Tenant's right to possession without terminating the Lease after an Event of Default, Landlord shall use commercially reasonable efforts to relet the Premises; provided, however, (a) Landlord shall not be obligated to accept any tenant proposed by Tenant, and (b) any proposed tenant shall meet all of Landlord's reasonable leasing criteria. For the purpose of such reletting Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable. If the Premises *are not relet,* then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods the Premises are not relet, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Base Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises *are relet* and a sufficient sum shall *not* be realized from such reletting [after first deducting therefrom, for retention by Landlord, the unpaid Base Rent and other amounts accrued hereunder at the time of reletting, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom] to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefore from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time, Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

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 Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same, Tenant and Landlord further agree that forbearance or waiver by Landlord or Tenant to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's or Tenant's right to enforce one or more of its rights in connection with any subsequent default A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord, To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge, The terms "enter," "re- enter," "entry" or "re-entry" as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Restaurant before re-letting the Premises), Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting,

24. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary), In the event of a material breach by Landlord which adversely affects the restaurant operations,

Tenant's sole remedy is to terminate the Lease, Any liability of Landlord under this Lease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

25. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor perfonned or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease, Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30) day period.

26. **Environmental Representations and Requirements.** Landlord makes no representation or warranty of any kind as to the environmental condition of the Premises. Without limiting the generality of the foregoing, Landlord makes no representation or warranty that the substances and materials now contained in the Premises (i) are not toxic or hazardous substances or environmentally unsound or otherwise unsafe or (ii) will not in the future be considered toxic or hazardous substances or enviromnentally unsound or otherwise unsafe. Tenant acknowledges that it has inspected, analyzed, reviewed and evaluated the Premises, and the Premises are being accepted by Tenant "as is," "where is," with all faults, and without any representation or warranty of any nature whatsoever, express or implied, oral or written, as to the environmental condition or other condition of the Premises. Furthermore, Tenant is leasing the Premises based solely upon its own inspection, evaluation, review and analysis of the Premises, and Tenant is assuming the entire risk associated with any such inspection, evaluation, review and analysis being incomplete or inaccurate. Tenant is further accepting the Premises subject to the possibility of changes in the standards and safety of materials and substances contained in the Premises in the future, and Landlord shall have no liability to Tenant for substances and materials now contained in the Premises being found in the future to be toxic, hazardous, environmentally unsound or otherwise unsafe.

Except for Hazardous Material contained in products used by Tenant in de mimmis quantities for ordinary cleaning, cooking or office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on the Premises by Tenant, its subtenants, assignees, owners, members, officers, employees, contractors, agents, representatives, invitees or guests. Tenant shall complete and certify disclosure statements requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or enviromnental conditions on, under, or about the Premises or the Park or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The tcnn "Hazardous Material" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Enviromnental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises or the Park by Tenant, its subtenants, assignees, owners, members, officers, employees, contractors, agents, representatives, invitees or guests, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premises),

claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 30, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its subtenants, assignees, owners, members, officers, employees, contractors, agents, representatives, invitees or guests, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 29 shall survive any termination or expiration of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

Notwithstanding anything to the contrary in this Paragraph 29, Tenant shall have no liability of any kind to Landlord as to Hazardous Materials on the Premises caused or pennitted by (i) Landlord, its agents, employees, contractors or invitees; or (ii) any other person or entity located outside of the Restaurant.

27. **Rules and Regulations.** Tenant shall, at all times during the Lease Term, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the parking lot and the Premises. Landlord's current rules and regulations are attached hereto as Exhibit C. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control.

28. **Security Service.** Tenant acknowledges and agrees that Landlord is not required to provide any security services with respect to the Premises or the parking lot and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

29. **Force Majeure**. Except for monetary obligations, neither Landlord nor Tenant shall be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord or Tenant, as the case may be ("Force Majeure"). Notwithstanding the foregoing, no Force Majeure shall be deemed to exist unless the party asserting Force Majeure to excuse its delay shall notify the other party in writing within thirty (30) days after the commencement of such claimed Force Majeure.

30. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

31. **Miscellaneous.**

(a) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation; each shall be jointly and severally liable for the obligations of Tenant

(b) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service,

postage prepaid, or by hand delivery or by email to addressed as follows:

In the case of Landlord, to:
City of Bel-Nor Attn: City Clerk
8416 Natural Bridge Rd
St. Louis, MO 63121

mayor@cityofbelnor.org

in the case of Tenant, to:
DLWOODFORDS5 LLC
Darren Woodford
26 Bonhomme Grove Ct.
Chesterfield, MO 63017

dwoodford@hkia.com

Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(c) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(d) Any amount not paid by Tenant within five (5) days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or twelve percent (12%) per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(e) Construction and interpretation of this Lease shall be governed by the law of the state of Missouri.

(f) Time is of the essence as to the performance of the parties' obligations under this Lease

(g) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(h) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(i) All covenants, warranties, obligations, indemnities, duties and agreements of either party to the other party which are incurred or arise under the terms and conditions of this Lease shall survive the termination of this Lease.

32. **No Limitation of the City of Bel-Nor's Regulatory Authority.** None of the obligations,

covenants and agreements accepted and adopted by the City of Bel-Nor under this Lease in its capacity as property owner and Landlord shall be deemed to diminish, limit or waive the regulatory aspect of the police and other authority vested in the City of Bel-Nor as a municipal subdivision of the State of Missouri, it being acknowledged that Bel-Nor shall be permitted to exercise such authority in the performance of its municipal functions without regard to, and without limitation, diminution or waiver of such authority by virtue of the obligations, covenants and agreements set forth in this Lease.

33. **Limitation on Liability of Landlord's Representatives.** Any obligation or liability whatsoever of the City of Bel-Nor, Missouri, a municipal corporation, which may arise at any time under this Lease or any obligation or liability which may be incurred by it pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of, any of the City's elected or appointed officials, officers, employees, agents or representatives, regardless of whether such obligation or liability is in the nature of **contract, tort, or otherwise.**

34. **Limitation on Liability of Tenant's Representatives.** Any obligation or liability whatsoever of the Tenant, which may arise at any time under this Lease or any obligation or liability which may be incurred by it pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of, its shareholders, members, officers, employees, agents or representatives, regardless of whether such obligation or liability is in the natnre of contract, tort, or otherwise; provided, however, that this paragraph shall not have any affect on any personal guaranty(s) that may be executed in connection with this Lease.

35. **Additional Terms and Conditions.** The additional terms and conditions set forth in Exhibits A, Band C hereto are hereby incorporated herein and made a part hereof by reference.(The remainder of this page has been left blank intentionally.)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

Landlord/Mayor

T. GREEN

Tenant/Managing Partner

EXHIBIT A

ADDITIONAL CONDITIONS AND RESTRICTIONS CONCERNING USE OF THE OUTDOOR PATIO

1. General Requirements

   a. The hours for outdoor dining shall not be earlier or later than the restaurant's hours of operation.

   b. No amplified or live music is allowed on the outdoor patio.

   c. No smoking is permitted on the outdoor patio.

   d. The lessee at its own expense and cost, shall keep the outdoor dining area in a neat and clean condition, free from nuisance and filth, and provide for the prompt removal of snow, ice, trash and waste therefrom.

   e. No outdoor dining furniture or other items may intrude upon the public sidewalk or into public right-of-way. In addition, all dining furniture and other items must maintain the following separations:

      i. Three (3) feet minimum separation from trees, exterior light poles, Fire Department connections, bicycle racks, and other similar fixtures at all times.

      ii. Five (5) feet minimum separation from the edge of driveways, alleys, and accessibility ramps.

      iii. Outdoor dining shall not be located underneath a fire escape, stairwell, or balcony and shall not block established public ntility points of access.

      iv. No element of the proposed installation may interfere with access to the building. This includes all means of ingress/egress.

   f. Only tables, chairs, umbrellas, approved heaters, and pedestrian barriers shall be permitted.

   g. Permitted materials for outdoor dining furniture (tables, chairs, umbrellas, pedestrian barriers, trash receptacles, service stations, etc.) are limited to iron (cast or wrought), steel (expanded or wire aluminum (cast or extruded), metal alloy, wood, or resin. White resin is prohibited. Outdoor dining furniture must be maintained in a good state of repair and cleanliness.

   h. Outdoor dining must be separated from any walkway, sidewalk parking area by a minimum thirty-inch-tall pedestrian barrier (railing, fence or planters). Pedestrian barriers must be sturdy and stable, and must have sufficient weight so that they cannot tip or be blown over. Pedestrian barriers are not required to be anchored to the ground. Pedestrian barriers must be kept free of graffiti, litter and other debris.

   i. All outdoor dining items including furniture, awnings, pedestrian barriers and refuse containers must be maintained in good state of repair and cleanliness.

   j. The lessee shall keep the outdoor dining areas and adjacent sidewalks and areas clean and free of obstructions and refuse at all times.

EXHIBIT B

IMPROVEMENTS AND TENANT-MADE ALTERATIONS ATTACHED TO

AND MADE A PART OF THE LEASE AGREEMENT

If Tenant desires to construct or install any Improvements or make any Tenant-Made Alterations at the Premises, Tenant shall provide to Landlord for its approval final working drawings, prepared by an architect that has been approved by Landlord (whose approval shall not unreasonably be withheld), of Tenant's Improvements or Tenant-Made Alterations; such working drawings shall consist of the detailed plans and specifications required for the proper construction of Tenant's Improvements or Tenant-Made Alterations in accordance with all applicable governmental laws, codes, rules, and regulations. As used herein, "Working Drawings" shall mean the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "Work" shall mean all labor and material required to construct the Improvements or make the Tenant-Made Alterations in accordance with and as indicated on the Working Drawings. Approval by Landlord of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use, purpose, or condition, or that such drawings comply with any applicable law or code, but shall merely be the consent of Landlord to the performance of the Work. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. All changes in the Work must receive the prior written approval of Landlord, and in the event of any such approved change Tenant shall, upon completion of the Work, furnish Landlord with an accurate, reproducible "as-built" plan of the Improvements or Tenant-Made Alterations as completed. If Landlord engages a professional to review Tenant's proposed working drawings, Tenant shall reimburse Landlord for the reasonable cost of such professional review.

Tenant shall be responsible for obtaining any and all required governmental approvals with respect to the Working Drawings and performance of the Work, including without limitation, all required building permits.

Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. The Work shall be performed only by contractors and subcontractors approved in writing by Landlord, whose approval shall not be unreasonably withheld. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. Certificates of such insurance, with paid receipts therefore, must be received by Landlord before the Work is commenced.

Only good grades of materials shall be incorporated in the Improvements or Tenant-Made Alterations, and all Work shall be performed in a good and workmanlike manner free of defects and in strict conformance with the Working Drawings. Once the Work is commenced, Tenant shall cause the Work to be diligently, continuously and expeditiously performed to completion.

Tenant shall bear the entire cost of performing the Work, including, without limitation, design of the Work and preparation of the Working Drawings, costs of construction labor and materials, electrical usage during construction, related taxes and insurance costs, and all other related and incidental costs (the "Improvement Costs").

To the extent not inconsistent with this Exhibit, Paragraph 12 of this Lease shall govern the performance of the Work and the Landlord's and Tenant's respective rights and obligations regarding the Improvements installed pursuant hereto.

Landlord may monitor construction of Tenant's Improvements or Tenant-Made Alterations.

Prior to beginning construction, Tenant shall furnish reasonable evidence to Landlord that financial arrangements have been made, and funds will be available, to pay the Improvement Costs in full and to complete Tenant's Improvements or Tenant-Made Alterations free and clear of liens. Upon completion of the Improvements or Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who performed work, the material suppliers who supplied materials and final lien waivers from all such contractors, subcontractors and material suppliers.

EXHIBIT C

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF THE LEASE AGREEMENT

I. The sidewalk, entries, and driveways of the Premises shall not be obstructed by Tenant, or its agents, or used by them for any purpose other than ingress and egress.

2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of, or on the roof of, the building comprising part of the Premises except the outdoor patio area as long the outdoor patio area is in compliance with the terms of the Lease.

3. Except for service dogs, no animals shall be allowed in or at the Premises.

4. Tenant shall not disturb the other occupants, nearby residents, City Hall or users of the parking lot by the use of any radio or musical instrument or by the making of loud or improper noises.

5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's risk and expense.

6. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically approved in the Lease. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Premises.

7. Parking any type of recreational vehicles is specifically prohibited on or about the Premises or in the parking lot. Except for the overnight parking of operative vehicles, no vehicle of any type shall be stored in the parking areas at any time. In the event that a vehicle is disabled, it shall be removed within forty-eight (48) hours. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings.

8. Tenant shall maintain the Premises free from rodents, insects and other pests.

9. Landlord reserves the right to exclude or expel from the Premises any person who, in the reasonable judgment of Landlord, is intoxicated or nnder the influence of liquor or drugs or who shall in any manner do any act in violation of any applicable Rules and Regulations and/or any Legal Requirements.

I0. Tenant shall give Landlord prompt notice of any defects in the water, sewage, gas, and electrical lines serving the Premises, any heating and air conditioning apparatus serving the Premises, and/or any other service lines or equipment servicing or affecting the Premises, and such notice shall include a description of Tenant's plan, time frame and budget for correcting such defects.

II. Tenant shall not permit storage outside the Premises, including without limitation, outside storage of equipment, materials or trucks and other vehicles without the advance written consent of

Landlord. Tenant shall not store any flammable or hazardous material in any way that increases the risk of fire or contamination. Tenant shall not permit the dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.

12. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in a concealed area.

13. No auction, public or private, will be pennitted on the Premises without prior approval of the City Manager or his designee.

14. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.

15. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.

16. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Premises, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

17. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.

18. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.

19. Tenant shall not take any action or engage in any activity that would adversely affect, hinder or exclude the use of the parking lot by the general public.