LEASE AGREEMENT
[1704 East 18th Street]

THIS LEASE AGREEMENT (hereinafter **"Lease"),** is made on this_____ day of December, 2019 by and between the **City of Kansas City, Missouri, a Missouri constitutionally chartered municipal corporation,** party of the first part, hereinafter called the "**Lessor**" or "**City**", and **Lawona Jeffery, as an individual, and Cherish the Cakes, LLC, a duly organized and existing Missouri limited liability company,** parties of the second part, hereinafter called "**Lessees**". (Collectively, the Lessor and the Lessees may be referred to herein as the "**Parties**".) The Parties hereby agree as follows:

1. PREMISES.

Lessor hereby grants to said Lessees the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately 1,427 square feet on the first floor at 1704 East 18th Street, Kansas City, Jackson County, Missouri ("**Premises**").

2. INITIAL TERM AND OPTION TERMS.

Lessor and Lessees agree that there shall be an **Initial Term,** as well as a **First Option Term and a Second Option Term**, both of which can only be exercised by mutual consent of all Parties, as provided below:

a. The **Initial Term** of this Lease shall be for a period of **five (5) years and four (4) months beginning January 1, 2020 and ending April 30, 2025** ("**Initial Term**"); and.

b. The **First Option Term,** shall be for a period of **five (5) years beginning on May 1, 2025 and ending on April 30, 2030** ("**First Option Term"**). The exercise and commencement of this First Option Term shall require the mutual consent of the Lessor and both Lessees. Any one or more of the Parties may withhold such consent if the other Parties are provided notice of the same in wiritng at least ninety (90) calendar days prior to the expiration of the Initial Term as provided hereinafter in Paragrah No. 31. Any one or more of the Parties may consent to the exercise and commencement of this First Option Term if the other Parties are provided notice of the same in wiritng at least ninety (90) calendar days prior to the expiration of the Initial Term as provided hereinafter in Paragrah No. 31 below. Notwithstanding the foregoing, the consent of the Parties shall be deemed to to have been given unless a Party has provided notice to the other Parties of its decision to withhld consent as provided above; and

c, The **Second Option Term,** shall be for a period of **five (5) years beginning on May 1, 2030 and ending on April 30, 2035** ("**First Option Term"**). The exercise and commencement of this Second Option Term shall require the mutual consent of the Lessor and both Lessees. Any one or more of the Parties may withhold such consent if the other Parties are provided notice of the same in wiritng at least ninety (90) calendar days prior to the expiration of the Initial Term as provided hereinafter in Paragrah No. 31. Any one or more of the Parties may consent to the exercise and commencement of this Second Option Term if the other Parties are provided notice of the same in wiritng at least ninety (90) calendar days prior to the expiration of

the Initial Term as provided hereinafter in Paragrah No. 31 below. Notwithstanding the foregoing, the consent of the Parties shall be deemed to have been given unless a Party has provided notice to the other Parties of its decision to withhld consent as provided above.

3. RENT.

a. **Initial Term.** The **rent for the entirety of the Initial Term** shall be **Eighty-Nine Thousand Fifty Two and no/100's Dollars ($89,052.00)**. Rent during the Initial Term shall be due and payable on the first day of each month, in the amounts and pursuant to the schedule set forth below, with rent first coming due and payable on May 1, 2020, after the expiration of the first four months during which no rent will be due and payable because of ongoing tenant finish construction:

January 1, 2020 – April 30, 2020	$0.00 per month (tenant finish construction)
May 1, 2020 – April 30, 2023	$1,427.00 per month
May 1, 2023 – April 30, 2025	$1,570.00 per month

b. **First Option Term.** Rent during the First Option Term, if exercised, shall be due and payable on the first day of each month, in the amounts and pursuant to the schedule set forth below:

May 1, 2025 – April 30, 2026	$1,601.00 per month
May 1, 2026 – April 30, 2027	$1,633.00 per month
May 1, 2027 – April 30, 2028	$1,666.00 per month
May 1, 2029 – April 30, 2030	$1,699.00 per month
May 1, 2030 – April 30, 2031	$1,733.00 per month

c. **Second Option Term.** Rent during the Second Option Term, if exercised, shall be due and payable on the first day of each month, in the amounts and pursuant to the schedule set forth below:

May 1, 2031 – April 30, 2032	$1,768.00 per month
May 1, 2032 – April 30, 2033	$1,803.00 per month
May 1, 2033 – April 30, 2034	$1,839.00 per month
May 1, 2034 – April 30, 2035	$1,876.00 per month
May 1, 2035 – April 30, 2036	$1,914.00 per month

Each rent payment due hereunder shall be remitted, in full, to the following:

Department of General Services
c/o Director of General Services
City Hall – 1st Floor
414 East 12th Street
Kansas City, Missouri 64106

4. LESSEE IMPROVEMENTS. Lessees are authorized to expend the sum of up to, but not to exceed, Thirty Five Thousand and No/100's Dollars ($35,000.00) for tenant improvements to the interior space of the Premises. Those Lessee improvements may include, but are not limited to,

architectural plans, demolition, wall construction, plumbing, electrical, HVAC, painting, floor and wall coverings, ceiling, lighting, restroom improvements, window coverings and patio enclosure and gate. Funds are to be used for realty improvements only and shall not include fixtures, furnishings, equipment and inventory. All such Lessee improvements are to be coordinated with, and approved by, the Lessor's Director of General Services or said Director's duly authorized delegate and Lessees shall utilize only a contractor(s) licensed to perform work in Kansas City, Missouri and appropriately bonded and insured. Lessees shall submit no more than three (3) reimbursement requests for reimbursement, and Lessor shall reimburse Lessees for those submitted Lessees' improvements within ten (10) calendar days of Lessees' submission of a request for reimbursement supported by all documents deemed necessary by Lessor to fully support the request for reimbursement. With each request for reimbursement, Lessees will provide invoices from, proof of payment to, and lien waivers from each contractor or material supplier to whom Lessees made a payment. Lessor reserves the right to inspect the tenant improvements for which reimbursement is sought at any time within the ten (10) calendar days following receipt of a fully supported request for reimbursement and to deny all, or part of, a request for reimbursement if the Lessor determines that the Lessees' improvement was not actually substantially performed or the quality of the Lessees' improvement work was substandard.

5. USE OF PREMISES. The premises shall be used as a retail bakery and coffee bar including, but not limited to, selling cakes, cookies, pastries, vegan brownies, protein shakes/smoothies, tea, and coffee and no other uses, unless specifically authorized by the Lessor through its Director of General Services. The City agrees that as long as Lessee's are not in default on their rent payments, the City will not lease any other City-owned commercial or retail premises after the date of this Lease's full execution and during its Initial Term, or either or both the First Option Term or the Second Option Term (if one or both of the option terms are exercised in accordance with the terms of this Lease), within the 18th & Vine District to another lessee whose business from such leased premises consists of the sale of dessert cakes, cakes shakes, and coffee and the sale of such items exceeds 75% of that lessee's gross receipts from its business operations from such leased premises during a continuous period of three (3) calendar months. As used in this paragraph, the 18th and Vine District is that area bounded by Paseo Boulevard on the west, East 17th Terrace on the north, Woodland Avenue on the east and East 19th Street on the south.

6. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessees acknowledge that they have inspected and know the condition of the Premises and accept the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable property), including the interior walls. Lessees will return the Premises to the Lessor, undamaged except for reasonable wear and tear.

Further, Lessor shall deliver the Premises broom clean and free of personal property. Lessor shall also deliver the premise's HVAC, utility systems, and fire suppression system in good working order. Lessor shall be responsible for exterior maintenance of the Premises, except for window glass repair or replacement, and the repair, and replacement of the HVAC and fire suppression systems of the Premises during the Initial Lease Term and any duly exercised or any extended terms if exercised. Lessor shall also maintain the exterior and structure of the first floor of the building in which the Premises are located as well as the curbs and sidewalks, exterior lighting and window washing. Lessees agree to allow Lessor or its agents entry onto the Premises at reasonable times for periodic interior window washing and pest control. This exterior maintenance shall also include, but not be limited to, cleaning and snow/ice removal of the abutting sidewalks and nearby City-owned parking areas.

7. HAZARDOUS SUBSTANCES AND WASTES. Lessees agree that they will not keep, ship to, ship from, permit or generate any Hazardous Material on the leased Premises without the express consent of the Lessor. "Hazardous Material" shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq.; (ii) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350, et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended, (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the premises, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

8. POSSESSION AT BEGINNING OF TERM. Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no other claim against Lessor for any such delay.

9. QUIET ENJOYMENT. Lessor covenants and agrees that the Lessees, upon paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease, on their part to be kept, shall lawfully, peacefully and quietly hold, occupy and enjoy said demised Premises during the demised term without hindrance, objection or molestation.

10. LESSOR'S RIGHT OF ENTRY. Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the lease only) to display the property to prospective tenants. Lessor shall provide prior notice except in case of emergency.

11. UTILITIES AND SERVICES. Lessees shall pay for all gas and electricity for the Premises from the commencement of the term and delivering possession. Lessor shall pay for water/sewer services. Trash removal from the interior of and cleaning of the interior of the Premises will be the responsibility of Lessees. Lessor shall provide a trash removal service for trash that Lessees have removed from the Premises and deposited in a trash dumpster outside the Premises provided by Lessor. Any other services needed with respect the Lessees' use of the Premises will be the responsibility of Lessees.

12. ALTERATIONS. Except as provided for in Section 4 above, Lessees shall not make any material alterations or additions (hereinafter "**improvements**") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Lessees shall make or cause Lessees' Contractor to make all approved improvements in accordance with all applicable Federal, State and Local laws.

13. SIGNS AND ADVERTISEMENTS. Lessees shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatever, without prior written consent of Lessor's Director of General Services or his/her designee. Lessees shall pray for any such signs, billboards or advertising whatsoever.

14. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. The Lessees agree, where reasonable and practicable, to incorporate similar practices in its operations on the Premises including, but not limited to, encouraging recycling.

15. AMERICANS WITH DISABILITIES ACT. The Lessees agree to comply with all provisions, where applicable, of the Americans with Disabilities Act as amended from time to time during the course of this lease.

16. INSURANCE. At all times during the term of this Lease Agreement, Lessees shall obtain, pay all premiums for and furnish certificates to the Lessor for insurance as specified herein. **Delivery of such certificates to Lessor shall be a condition precedent to Lessees' right to go upon the Premises and to remain in possession on the Premises.** All such insurance contracts shall name the Lessor and Lessees as their interests appear and shall inure to the benefit of Lessees and Lessor and their officers, agents, elected officials, representatives or employees. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

(a) Commercial General Liability Insurance protecting the parties hereto from liability incurred by the parties hereto in the use of the building(s) or the performance of the terms of this Lease when such liability is imposed on account of injury to or death of a person or

persons, and such policy must provide limits on account of any accident resulting in injury or death of not less than $2,000,000.00, in the aggregate.

(b) Lessee agrees to carry Basic Form Property Insurance on an actual cash value basis of which the Premises are a part. Lessee shall be required to obtain insurance for Lessee's personal property located on the Premises.

17. DAMAGE BY CASUALTY. In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualty, as to become not tenantable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Lessees shall immediately surrender said Premises and all interests therein to Lessor and Lessees shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise such option to so terminate this Lease by notice in writing, delivered to Lessees within sixty days after such damage or destruction. In case Lessor shall not so elect to terminate this lease, in such event, this lease shall continue in full force and effect and the Lessor shall repair the leased Premises with all reasonable promptitude, placing the same in as good as a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent the Premises are untenable and duration of the time the Premises are not tenantable. In either event, Lessees shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within ten days after the request of the Lessor. If the leased Premises shall be slightly injured by fire or the elements, so as not to render the same not tenantable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessees by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased Premises, however the necessity may occur.

18. SUBROGATION. As part of the consideration for this lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

19. INDEMNITY AND PUBLIC LIABILITY. The Lessees shall defend and indemnify, hold harmless, protect and save the Lessor and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever ("claims") for the injury to or death of persons or damage to property, including property owned by the Lessor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its officers or employees, and that may, in

whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Lessees, their officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees (ii) any violation of law, ordinance or governmental regulations or orders of any kind; or (iii) the negligent performance by the Lessees, its officers, agents, employees, including volunteers or sublessees or subcontractors of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the subject property.

20. DAMAGE TO PROPERTY ON PREMISES. Lessees agree that all property of every kind and description kept, stored or placed in or on the Premises shall be at Lessees' sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the premises. **Lessor requires Lessees to obtain renter's or other insurance to protect itself against any such losses or damages.**

21. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessees for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessees for loss of business or depreciation to the cost or removal of equipment or fixtures.

22. PUBLIC REQUIREMENTS. Lessees shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so.

23. ASSIGNMENT AND SUBLEASE. Lessees shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 18 and 19 of this Lease, with sublessee indemnifying Lessor. Sublessee also shall require any sublessee to obtain insurance coverage in amounts equal to those in Section 16 of this lease and naming Lessor an additional insured. Lessees understand, however, that in the event of a sublease, Lessees are still responsible for complying with all terms of this Lease.

24. RECORDING. Lessees shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. If Lessees do cause it to be recorded, Lessor may terminate the Lease, upon thirty days' written notice, at its sole option.

25. FIXTURES. Upon the termination of this Lease or before, the Lessor will permit the Lessees or its agents to enter the Premises and remove any and all **non-realty** items that have been contributed or consigned to the Lessees. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, and portable appliances.

26. SURRENDER AT END OF TERM. At the expiration of the Term hereby created, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessees agree to deliver same without process of law, and the Lessees shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessees' failure to comply with the terms hereof.

27. HOLDING OVER. Any holding over by Lessees after the expiration of the Term, or any lawful extension thereof, shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

28. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessees shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessees from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessees for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessees expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessees shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessees, without notice may re-let the leased Premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessees agree to pay the difference between sum equal to the amount of rent payable during the residue of the term and net rent actually received by the Lessor during the term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

All property of the Lessees which is now or may hereafter be at any time during the term of this lease in or upon said Premises, whether exempt from execution or not, shall be bound by and

subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessees of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessees in the payment of rent or otherwise, Lessor may foreclose such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder capable of paying the bid price, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, then owed toward the debt and/or damages as aforesaid. Any excess of the proceeds of said sale over said costs, debt and/or damages shall be paid to Lessees. Any such sales shall bar any right of redemption by Lessees.

29. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of this Lease hereunder shall not be deemed or construed to be a continuing waiver of such breach of default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessees to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

30. BANKRUPTCY. Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

31. NOTICE. Any notice hereunder to Lessees shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessees as follows:

Lawona Jeffery
1704 East 18th Street
Kansas City, MO 64108

and

Cherish the Cakes, LLC
c/o Lawona Jeffery
1704 E. 18th Street
Kansas City, MO. 64108

Any notice hereunder to Lessor shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessor as follows:

Director of General Service
General Services Department
1st Floor, City Hall
414 E. 12th Street

Kansas City, MO 64106

32. COVENANTS TO RUN WITH THE PREMISES. The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns and successors of the Lessor and Lessees respectively and consent of Lessor to assignment, and acceptance of rent from assignee of the Lessees shall not release the Lessees from his obligation to pay rent and comply with the other conditions of this Lease.

33. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidence by an agreement in writing signed by the Lessor and the Lessees after the date hereof.

34. APPROVAL BY CITY COUNCIL. This Lease is not effective until ten (10) calendar days after approval by the City Council by way of an approved ordinance.

35. LEASE CONTINGENT. Notwithstanding anything herein to the contrary, this Lease is contingent upon approval and issuance of an occupancy permit for the Premises. If Lessees shall have diligently and in good faith pursued the issuance of the same, but is unable to secure, not later than April 30, 2020, the occupancy permit then this Lease shall be null and void and Lessees shall promptly surrender the Premises to Lessor.

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

LESSEES:

BY: _____ **Date: December _____,** 2019
Lawona Jeffery
1704 East 18th Street
Kansas City, MO 64108

and

Cherish the Cakes LLC
A Missouri Limited Liability Company

BY: _____ **Date: December _____, 2019**
Lawona Jeffery
Member and Manager
1704 East 18th Street
Kansas City, MO 64108

LESSOR:

CITY OF KANSAS CITY, MISSOURI,
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

BY:_____ **Date: December ____,** 2019

Earnest J. Rouse
Acting City Manager and
Director
General Services City of Kansas City, MO

APPROVED AS TO FORM & LEGALITY

BY: _____

Galen Beaufort, Senior Associate, City Attorney

CERTIFICATE OF AVAILABILITY OF FUNDS

I hereby certify that there is a balance in the amount of $35,000.00, which is the maximum amount of reimbursable tenant improvements permitted under this Lease, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance otherwise unencumbered, in the amount of $35,000.00 in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred hereunder.

_____

Tammy L. Queen
Director of Finance

COMMERCIAL AGENCY AND BROKERAGE
DISCLOSURE ADDENDUM

SELLER/LANDLORD: City of Kansas City, Missouri

BUYER/TENANT: Lawona Jeffery (an individual) and Cherish the Cakes LLC

PROPERTY ADDRESS: 1704 E. 18th Street (Street Address) | Kansas City (City) | Jackson (County) | MO (State) | 64108 (Zip)

DATE OF CONTRACT: December , 2019

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER. * Where Tenant is used herein, it shall have the same meaning as Lessee, and where Landlord is used herein it shall have the same meaning as Lessor.

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

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

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

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

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

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

☒ **Seller/Landlord to Pay all Licensees**. All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.

☐ **Buyer/Tenant to Pay Buyer's Agent**. Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO. Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE