



Special Event Permit
Application Form

PERMIT NUMBER: 20200435 RECEIPT NUMBER: _____

SPECIAL EVENT: Parking Lot Sale

☐ Athletic Event ☐ Mobile Food Vendor ☐ Event Signage ☐ Other

EVENT DATE(S): March 13, 2020 to March 15, 2020 EVENT TIME(S): 8 AM to 9 PM

EVENT LOCATION/ADDRESS: 300 SW Blue Parkway, Lee's Summit,
MO 64063-3982 ZONING OF PROPERTY: _____

APPLICANT: Harbor Freight Tools #863 PHONE: 816-535-9696

CONTACT PERSON: Kevin Miller, Store Manager FAX: _____

ADDRESS: 300 SW Blue Parkway CITY/STATE/ZIP: Lee's Summit MO
64063

PROPERTY OWNER: Pine Tree Plaza, LLC PHONE: 402-659-3540

CONTACT PERSON: Trent Overhue FAX: _____

ADDRESS: 1601 E. South Street CITY/STATE/ZIP: Ozark, MO 65921


PROPERTY OWNER


APPLICANT

Print name: Trent Overhue, Member

Kevin Miller

Administrative Notes (do not write below this line)

Approved Development Services Department

LEASE

THIS LEASE (this "Lease") is made as of the date the last of Landlord and Tenant executes this Lease as reflected on the signature page below ("Effective Date"), by and between **HARBOR FREIGHT TOOLS USA, INC.**, a Delaware corporation ("Tenant"), and **PINE TREE PLAZA, LLC**, a Kansas limited liability company ("Landlord").

1. Premises; Adjacent Space.

1.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon all of the terms and subject to all of the conditions set forth herein, certain premises ("Premises"), containing approximately 15,200 rentable square feet ("Premises Area"), consisting of a portion of a building ("Building") in the Pinetree Plaza shopping center ("Shopping Center"), located in Lee's Summit, Missouri. The Premises address is 300 SW Blue Parkway, Lee's Summit, Missouri 64063. Landlord covenants to Tenant that the Shopping Center contains 134,882 rentable square feet ("Total Rentable Area"). The Shopping Center and the location of the Premises within the Shopping Center are depicted on the site plan attached hereto as Exhibit "A" ("Site Plan"). The legal description of the Shopping Center is set forth on Exhibit "B" attached hereto.

1.2 Adjacent Space. If at any time during the Term (as hereinafter defined) any portion of the rentable space located immediately adjacent to the Premises ("Adjacent Space"), becomes available for lease, Landlord shall send written notice to Tenant of the availability of said Adjacent Space ("Notice of Availability"), which Notice of Availability must include the proposed rental rate and any other pertinent terms and conditions. Tenant shall have the right to lease said Adjacent Space on the conditions set forth in the Notice of Availability, or to submit a counteroffer. Tenant must respond to the Notice of Availability in writing within fifteen (15) days after receipt. In the event Tenant fails to respond to the Notice of Availability in a timely manner, or if Tenant's counteroffer is unacceptable to Landlord, such right to lease that particular Adjacent Space shall be deemed to have been rejected and Landlord shall be free to offer the Adjacent Space to third parties provided that the rental rate agreed upon by Landlord and such third party shall be equal to or greater than that offered to Tenant. If the rental rate agreed to by Landlord and the third party is less than the rental rate originally offered to Tenant (or less than in the refused counteroffer) (in either case, "Preferred Rental Rate"), before entering into an

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14. **Permitted Use; Prohibited Shopping Center Uses; Exclusive Use.**

14.1. **Permitted Use.** The Premises may be used as a retail store selling tools, hardware, electronic goods, and related items and accessories (including, without limitation, automotive and motorcycle accessories and supplies, engines and generators, garage and machinery equipment and accessories, lawn and garden accessories and supplies, welding equipment and accessories, and material handling equipment, parts and supplies), seasonal merchandise, and/or for the sale of any other lawful products and/or services which are not in violation of an exclusive use right previously granted to another tenant currently in occupancy at the Shopping Center as of the Effective Date (as set forth on **Exhibit "E"** attached hereto, but only to extent the pertinent exclusive use right and the underlying lease wherein such right was granted are both still in full force and effect at the applicable time). Landlord agrees that Tenant shall be permitted to (i) install and use vending machines and/or refrigerated cases within the Premises for incidental sales of refrigerated and/or dry food products and related convenience items, (ii) place trailers or storage containers in the portion of the Common Areas designated as "**Trailer Area**" on **Exhibit "A"** attached hereto for Tenant's operational replenishment (including drop and hook) requirements in accordance with Tenant's customary business practices (i.e., that any particular trailer or storage container is swapped out from time to time based on the particular seasonal and other delivery and pick-up needs of Tenant with a different trailer or storage container) so long as the same particular trailer or storage container does not remain placed in the Trailer Area on a permanent basis, even though there may always be a trailer or storage container placed in the Trailer Area (just not the same particular one), (iii) use two (2) side-by-side parking spaces for the installation of a shopping cart corral in the portion of the Common Areas designated as "**Cart Corral**" on **Exhibit A** attached hereto, (iv) prior to store opening, place or use trailers or similar temporary shelter in the portion of the Common Areas designated as "**Temporary Shelter**" on **Exhibit "A"** attached hereto for interviewing and hiring store personnel, and (v) **conduct periodic sidewalk and/or parking lot sales in the portions of the Common Areas designated as "Sidewalk Sales" and "Parking Lot Sales", respectively, on Exhibit "A" attached hereto.**



Landlord represents and warrants to Tenant that (a) there are no leases, contracts or other agreements relating to the Shopping Center which would prohibit and/or inhibit Tenant from using the Premises or the Common Areas for the uses contemplated herein, (b) a complete list of all Shopping Center exclusive use and prohibited use provisions to which Tenant's use of the

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(ii) seek injunctive relief to prohibit Landlord from continuing to violate the applicable provisions, and/or (iii) receive an abatement of all Rent and other charges due and payable hereunder until such time as the applicable breach or violation is cured. If Tenant elects to terminate this Lease pursuant to this paragraph, this Lease shall terminate on the 60th day following Tenant's delivery of the Termination Notice.

15. **No Continuous Operating Requirement; Landlord Recapture Right.** Subject to Force Majeure, Tenant shall be required to open for business to the public (as a Harbor Freight Tools retail store) for at least one (1) day within 180 days from the Rent Commencement Date ("**Outside Opening Date**"). Landlord shall have, as its sole and exclusive remedy for Tenant's failure to open by the Outside Opening Date, the right (by providing Tenant with sixty (60) days written notice) to terminate this Lease at any time after the Outside Opening Date, but prior to the date Tenant opens the Premises for business to the public (provided, further, that Landlord's termination right shall be null and void if Tenant then opens for business to the public during the thirty (30) day period following receipt of the notice). After Tenant satisfies the one (1) day opening obligation set forth herein, Tenant shall have no obligation to continuously operate at the Premises. Notwithstanding the foregoing, in the event that Tenant shall discontinue the operation of Tenant's business in the Premises for a period of at least 180 consecutive days (unless due to casualty, Condemnation, repair, remodeling, transitioning an assignee or sublessee, Force Majeure, other reasons beyond Tenant's control, or as otherwise expressly permitted under this Lease), Landlord may, as its sole remedy, upon sixty (60) days written notice to Tenant (at any time after the end of said 180 day period and continuing for as long as Tenant is not operating), terminate this Lease; provided, however, that Tenant may nullify such termination by reopening for business in the Premises within thirty (30) days of receipt of Landlord's termination notice.

16. **Signage.** Tenant shall be permitted, at Tenant's expense, to install its standard retail store building signs on the façade, sides and back of the Building (to the extent permitted by applicable Laws, which include current zoning laws, local city ordinances, and the overlay district for Southgate Way of Lee's Summit). Landlord hereby confirms to Tenant that Landlord has preapproved Tenant's proposed Building signage color and type specifications, all as depicted on **Exhibit "F-1"** attached hereto. Tenant shall also be permitted, at Tenant's expense,


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to use and to place its signage panels on both sides of the new street pylon sign intended to be constructed by Landlord approximately in the location designated as "Future Pylon Sign" on Exhibit "A" attached hereto on SW Blue Parkway and SW Jefferson Street ("Pylon Sign"), in the third from the top panel position as depicted on Exhibit "F-2" attached hereto; provided, however, that in the future the Tenant shall have the option to relocate to the first or second panel position based on the size of the Premises as compared to the size of the premises occupied by the tenants using or intending to use the top two panels of the Pylon Sign. The construction and erection of such Pylon Sign shall be completed no later than ninety (90) days after the Lease Commencement Date, subject to Landlord having diligently pursued and obtained all necessary permits, approvals and other entitlements from applicable Governmental Authorities necessary to construct and erect the Pylon Sign. The construction and erection of such Pylon Sign shall be completed by Landlord in a good workmanlike and professional manner by qualified licensed contractors and in compliance with approved plans, applicable Laws, Restrictive Covenants, and Required Approvals. Tenant acknowledges and agrees that the failure of Landlord to obtain all necessary permits, approvals and other entitlements from applicable Governmental Authorities necessary to construct and erect the Pylon Sign after diligently pursuing the same shall not be considered a Landlord Default under this Lease. Notwithstanding anything to the contrary set forth herein, if the Pylon Sign is not constructed, erected, and in a condition suitable for Tenant to commence installation of Tenant's signage within such 90-day period despite Landlord's diligent efforts, Tenant, at Tenant's sole cost and expense, shall have the right to install one (1) sign exclusive for Tenant's use adjacent to the main customer entrance providing access to the Premises ("Tenant's Sign"), to the extent permitted by applicable Laws, which include current zoning laws, local city ordinances, and the overlay district for Southgate Way of Lee's Summit, and subject to Tenant having obtained all necessary permits, approvals and other entitlements from applicable Governmental Authorities necessary to construct and erect Tenant's Sign, and further subject to Tenant obtaining approval from Landlord as to the size, exact location, fabrication, and style of Tenant's Sign, which approval shall not be unreasonably withheld, delayed, or conditioned. In such event, Tenant agrees to maintain Tenant's Sign in good condition and repair at all times and at the expiration or earlier termination of this Lease, Tenant shall remove Tenant's Sign and shall repair any damage to the Shopping Center resulting therefrom all at Tenant's sole cost and expense. In addition, if any other pylon signs and/or monument signs are constructed/erected for the use of Shopping Center tenants/occupants,

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Tenant shall have the right to place its sign panel on such pylons/monuments in a position and size commensurate with the size of the Premises as compared to the size of the premises occupied by the other tenants using such pylons/monuments. It is understood that Tenant shall be permitted to install the maximum allowable signage per city code. Subject to obtaining any applicable governmental approval, Landlord hereby approves Tenant's temporary promotional building and window signs, banners and displays (including, without limitation, those depicted on Exhibit "F-3" attached hereto). Landlord agrees that, so long as Tenant's signs comply with all applicable city codes, Tenant shall not be required to obtain Landlord's consent for Tenant's signs. There shall be no additional Rent for use of Tenant's signage, whether on the Premises, Building, Shopping Center, pylon or monument during the Term. In the event Tenant elects to pursue a variance for additional signage, Landlord shall, at no expense to Landlord, use all reasonable measures to assist Tenant. Landlord shall be responsible for all costs to repair any damage to Tenant's signs to the extent caused by Landlord and/or Landlord's contractors, subcontractors or agents. Further, if Landlord requires Tenant to install new signage or modify existing signage, Landlord shall bear all costs of designing, procuring, constructing and installing such new or additional signage except that Tenant shall bear such costs if required pursuant to Laws being enforced by the applicable Governmental Authority (except if such Laws must be complied with due to acts or omissions of Landlord, its employees, contractors or agents, including if such Laws must be complied with because they are no longer "grandfathered" due to Landlord's or any tenant's or occupant's construction and/or remodeling of any portion of the Shopping Center, in which event Landlord shall bear all said costs). If, after the Lease Commencement Date, Landlord modifies the Building fascia, and, as a result, the readability of Tenant's sign is adversely affected, Landlord shall, at Landlord's sole cost, replace Tenant's sign with new face colors, relocate or otherwise modify same to Tenant's reasonable satisfaction.

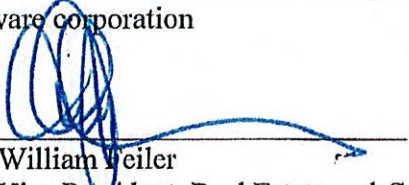
17. **Parking.** Tenant and its employees, agents, invitees, licensees, customers and contractors shall have the non-exclusive right to use all Shopping Center parking areas. The Shopping Center parking areas are illustrated on Exhibit "A" to this Lease. Landlord hereby represents and warrants to Tenant that the Shopping Center parking areas contain, at a minimum, the greater of (i) four (4) parking spaces per one thousand (1,000) square feet of Shopping Center floor area, or (ii) the number of parking spaces (including handicap-striped parking spaces) required by applicable Laws (collectively, the "**Minimum Parking Requirements**"). Landlord

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IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

TENANT:

HARBOR FREIGHT TOOLS USA, INC.,
a Delaware corporation

By: 
Name: William Weiler
Title: Vice President, Real Estate and Construction

Date: July 21, 2017


Tenant's Notice Address:
Attn: Vice President, Real Estate
26541 Agoura Road
Calabasas, CA 91302
Tel: (818) 836-5001

With a copy to same address
Attn: General Counsel

LANDLORD:

PINE TREE PLAZA, LLC,
a Kansas limited liability company

By: NSI INVESTMENTS, LLC,
a Kansas limited liability company,
its Manager

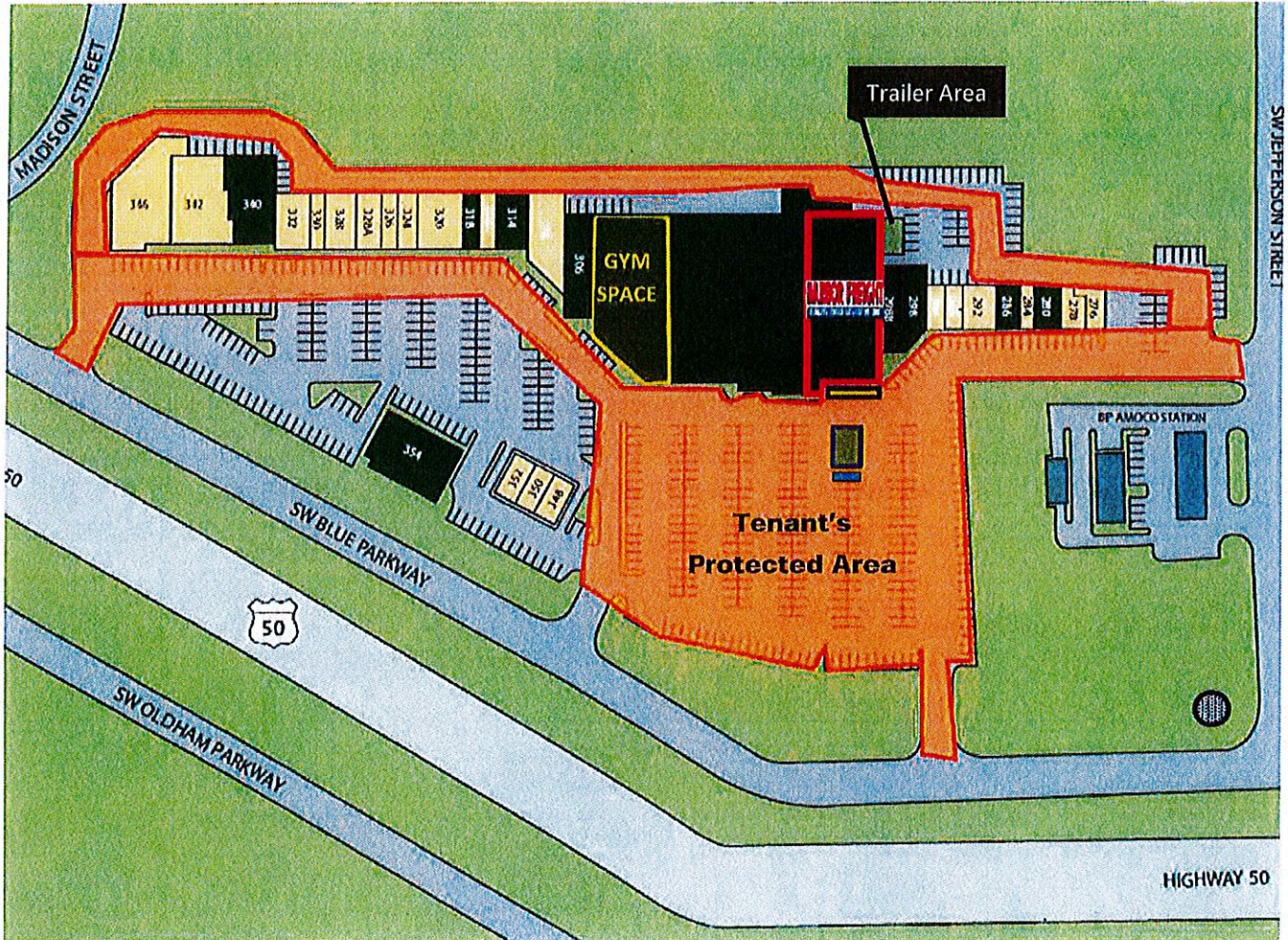
By: 
Name: Trenton R. Overhue
Title: Executive Member

Date: July 27, 2017

Federal Tax ID No.: 38-4026712

Landlord's Notice Address:
Attn: Trent Overhue
601 E. South Street
Ozark, MO 65721
Phone: (402) 659-3540

EXHIBIT "A"
SITE PLAN



- Sidewalk Sales**
- Parking Lot Sales / Temporary Shelter**
- Cart Corral**
- Future Pylon Sign**



Lee's Summit, MO

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CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)

8/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1320491 HFT Holdings, Inc. Central Purchasing, LLC Harbor Freight Tools USA, Inc. 26541 Agoura Rd. Calabasas CA 91302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Evanston Insurance Company		35378
	INSURER B : Safety National Casualty Corporation		15105
	INSURER C : National Fire and Marine Insurance Co		20079
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CENPU02 **CERTIFICATE NUMBER:** 15135515 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MKLV2PBC000400	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	CAF4044806	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	42-XSF-308702-01	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	LDC4055695 PS4055696	9/1/2019 9/1/2019	9/1/2020 9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Store #863 Harbor Freight Tools located at 300 SW Blue Parkway Lee's Summit, MO 64063-3982. PINE TREE PLAZA, LLC is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Notice of Cancellation applies per attached endorsement(s).

CERTIFICATE HOLDER

15135515
PINE TREE PLAZA, LLC
601 E. South Street
Ozark MO 65721

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PINE TREE PLAZA, LLC

601 E. South Street

Ozark, MO 65721

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15135515**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

Lockton Insurance Brokers, LLC

License #0F15767

777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524

213-689-0065 / FAX: 213-689-0550

lockton.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

All locations owned by, leased to or occupied by the insured.

Name Of Person(s) Or Organization(s) (Additional Insured):

As required by written contract executed by both parties prior to loss

Additional Premium: \$ Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II - Who Is An Insured** is amended to 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of the insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
--

As required by written contract executed by both parties prior to loss
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.