

**TAX INCENTIVE AGREEMENT
(NEW BUSINESS)**

THIS Tax Incentive Agreement (the "Agreement") is entered into by and among the City of Clinton, Oklahoma (the "City") and Treadwell Restaurants of Oklahoma, Inc., a Missouri Corporation (the "Owner").

RECITALS:

WHEREAS, the City adopted Resolution IA09-02 to provide a means to attract business and economic growth within the Clinton Community;

WHEREAS, Owner owns a leasehold interest in the real property described in **Exhibit "A"** (the "Property") and has made application for the Tax Incentives as contained in Resolution IA09-02;

WHEREAS, Owner's application has been approved and Owner meets the qualification requirements within Resolution IA09-02;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the City, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties agree as follows:

GENERAL PROVISIONS

DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

- A. "Permanent Sales Tax" means monies collected on a Quarterly Basis by the City from the Oklahoma Tax commission, which have been paid as City Sales Tax by a qualifying business, less monies earmarked, (including the three (3) cents of permanent sales tax) and less monies retained by the Oklahoma Tax Commission as collection fees.

TERM

This Agreement shall be effective from the date executed for the period of one (1) year, but shall be renewable by Owner for a period of four (4) additional terms. Owner must request this Incentive each fiscal year, which shall run from July 1, through June 30, by making application with the Clinton City Clerk on or before May 1 of the preceding year.

TAX INCENTIVE AUTHORIZED

Owner shall be entitled to a reimbursement of sixty percent (60%) of the Permanent Sales Tax collection for taxes paid by Owner ("Incentive"). The Incentive shall be paid to the Owner quarterly within thirty (30) days of receipt of the funds by the Industrial Authority from the City of Clinton.

DEFAULT: RECAPTURE OF REBATED TAX

If Business should abandon or close business operations for a period of thirty (30) calendar days, the Business shall lose their Incentive qualification for the quarter during which the abandonment or closing occurred and for the remainder of that fiscal year. If the business is reopened before the next application date of May 1, then, the business may re-apply for Incentives for the succeeding fiscal year; however, it will only be eligible for Incentives for the balance of the five (5) year period that business is entitled to receive incentives. Exceptions may be made by the City Manager for natural disasters and circumstances beyond the control of the business.

Upon breach by Owner of any obligations under this Agreement, the City shall notify the "Defaulting Party" in writing. Owner shall have five (5) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within a five (5) day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such breach, then the City may extend the period in which the breach must be cured.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may be assigned with the written consent of the City Council. After any permitted assignment, all references to Owner herein shall thereafter be a reference to such successor with respect to any obligations or liabilities occurring or arising after the date of such assignment.

NOTICE

All notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If intended for Owner, to:
Treadwell Enterprises, Inc.
4200 S. Quail Creek Ave.
Springfield, MO 65810
Attn: Mike Treadwell
and David A. Geisler, II

If intended for City, to:
Grayson Bottom, City Manager
City of Clinton
P.O. Box 1177
Clinton, OK 73601

CITY COUNCIL AUTHORIZATION

This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the City Manager to execute this Agreement on behalf of the City.

SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Oklahoma. Venue for any action under this Agreement shall be in Custer County, Oklahoma.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

INCORPORATION OF RECITALS

The determination recited and declared in the preambles to this Agreement is hereby incorporated herein as part of this Agreement.

INCORPORATION OF EXHIBITS

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in duplicate originals this _____ day of _____, 2009.

City of Clinton, Oklahoma

By: _____
Grayson Bottom, City Manager

ATTEST:

By: _____
Lisa Anders, Secretary

EXECUTED in duplicate originals this _____ day of _____, 2009.

Owner

By: _____
James M. Treadwell, President

CITY’S ACKNOWLEDGEMENT

State of Oklahoma)
) :ss
County of Custer)

This instrument was acknowledged before me on the _____ day of _____, 2009, by Grayson Bottom, City Manager of the City of Clinton, an Oklahoma municipality, on behalf of said municipality.

Notary Public

My commission expires: _____

OWNER’S ACKNOWLEDGEMENT

State of MISSOURI)
) :ss
County of GREENE)

This instrument was acknowledged before me on the _____ day of _____, 20____, by James M. Treadwell, being the President of Treadwell Restaurants of Oklahoma, Inc., (the “Company”), on behalf of said Company.

Notary Public

My commission expires: _____

EXHIBIT "A"

Property Description

A tract of land lying in the NW/4 of Section 22, Township 12 North, Range 17 West I.M., Custer County, Oklahoma; more particularly described as follows:

Beginning at a point 1166.54 feet S00°03'19"W (Deed) – 1161.09 feet S00°03'45"W (Measured) and 660.60 feet N89°56'41"W (Deed) – S89°42'49"W (Measured) of the NE Corner of said NW/4, said point being on the Westerly Right-of-Way Line of U.S. Highway No. 66 (Gary Freeway); thence Southwesterly on a curve to the left, having a radius of 5829.58 feet, and along said right-of-way a distance of 150.50 feet (Measured), with a Chord Bearing and Distance of S11°36'10"W – 150.50 feet; thence N77°40'36"W a distance of 221.72 feet to a point on the Easterly Right-of-Way Line of the A.T. & S.F. Railroad; thence N24°32'04"E (Deed) – N24°30'36"E (Measured) and along said right-of-way a distance of 152.18 feet; thence S77°40'36"E (Deed) – S78°12'23"E (Measured) a distance of 187.71 feet to the Point of Beginning, containing 30,615 Sq. Ft. or 0.70 Acres more or less.

Commonly referred to as the KFC/Taco Bell Property