

City of Independence, Missouri

Business License Application

Thank you!

Your application for a Business License was submitted successfully. Your payment of **\$253.25** and convenience fee of on 1/21/2021 was accepted. The reference number for this payment is **508507751**.

Your new account number is **105561**. Please use this account number when corresponding regarding the status of your Business License.

1/2021

City of Independence, Missouri

Liquor License Application

Thank you!

Your application for a Liquor License was submitted successfully. Your payment of **\$243.75** and convenience fee of on **1/21/2021** was accepted. The reference number for this payment is **508509299**.

Your new account number is **100289**. Please use this account number when corresponding regarding the status of your Liquor License.

Business Name

JAM & NEEL EXPRESS LLC

Managing Officer

Syed Asif



Community Development

Business License Application

If outside the US or Canada, please use a printable (PDF) application.

[Business Forms](#)

NOTE: In accordance with Section 71.620 (1) R.S.Mo. as amended, some professional occupations are exempt from the licensing and fee provisions. (see [List of Exempt Businesses](#))

Complete the fields below. Select the "Continue" button when you are finished. For instructions on a specific section or field, hover on the  icon. For information about a particular part of the application, click on the  icon.

Business Information

Business Name:

JAM & NEEL EXPRESS LLC

Phone Number:

(816) 786-8815

Attention:

Syed Asif

Fax Number:

Business Address:

17601 E 32nd St S

City:

Independence

State:

MO

ZIP Code:

64057

Cell Phone:

(816) 786-8815

Email:

syedkcdesi@yahoo.com

Business Type: ?

Convenience Store W/Gas Sales

Business Ownership Type: ?

LLC

I certify that the Corporation, LP, LC or LLC is in good standing with the Missouri Secretary of State's office. This certification does not apply to business ownership of either sole proprietor or partnership.

NOTE: If the ownership of this business is a Corporation, LP, LC or LLC, it must be in good standing with the Missouri Secretary of State's office before the City can issue a Business License for you to conduct business within the City.

If the business is not in good standing with the Missouri Secretary of State's office, please exit this application process now.

Please contact the Missouri Secretary of State's office at 816-889-2925 or you may visit their **website** for more information about registering and reporting requirements for Corporations, LP, LC and LLC.

Are you also applying for a Liquor License at this time?

Yes No

NOTE: If you are purchasing a business that currently has a license for any type of liquor sales, it is imperative that the previous owner stay active and in control until your liquor license has been approved and issued by the City of Independence.

If this agreement can not be met, then all liquor sales will have to discontinue until such license is issued to the new owner.

My business is a charitable or non-profit organization.

Will this be a Home, Phone, Internet or Mail-based business?

Number of Employees: ?

5

Business Start Date: ?

02/01/2021

Description of Business Activity: ?

Convenience Store with Gas

Federal ID# or SSN: ?

[REDACTED]

Note: please only enter numbers

MO Retail Sales Tax Number: i

26507617

If you are required to have a Missouri Retail Sales Tax License, your account must be current with the Missouri Department of Revenue. You must complete the following certification: I hereby state that, as an applicant to renew the Business License to conduct business in the City of Independence, Missouri, I hold a current Missouri Retail Sales Tax License and am in possession of a letter from the Missouri Department of Revenue stating there is no retail sales tax due for said business. I further state that said letter was issued to the business no more than ninety (90) days prior to this application.

- I certify that I am in compliance with the statement of no tax due to the address listed above.
 I certify that I am not required to have a Missouri Retail Sales Tax Number.

NOTE: If your business participates in retail sales you must have a MO Retail Sales Tax Number to complete this application.

You may obtain one by calling: (573) 751-3505 or (573) 751-9268
or visit their website at <http://www.dor.mo.gov>

Contacts

Owner/Corporation Information ?**Owner/Corporation Name:** ?

Jam & Neel Express LLC

Principal Contact: ?

Syed Asif

Address:

17601 E 32nd Street S

City:

Independence

State:

MO

ZIP Code:

64057

Phone Number:

(816) 786-8815

Fax Number:

(816) 531-6699

Cell Phone:

(816) 786-8815

Email:

syedkcdesi@yahoo.com

Individual Responsible for Business Operations

Is this individual's address the same as the Owner's address?

Name of Individual Responsible for Business Operations:

Syed Asif

Address:

15740 E Hwy 40 Suite C

City:

Kansas City

State:

MO

ZIP Code:

64136

Date of Birth:

09/15/1967

Soc. Security Number:

[REDACTED]

Phone Number:

Email:

Additional Mailing/Contact Information 

Name:

Address:

City:

State:

ZIP Code:

Phone Number:

Fax Number:

Email:

The Business License should be mailed to:

Renewals should be mailed to:

License Fee Calculation

The minimum business license fee is \$75.00. The maximum license fee is \$30,000.00. The license fee is calculated as follows: \$75.00 for projected gross receipts of \$1.00 to \$25,000.00, plus \$0.31 per each \$1,000 in

projected annual gross receipts exceeding \$25,000.

Businesses without an office in Independence should project gross receipts for Independence only. All other businesses report the total gross receipts of the business. Residential builders shall project gross receipts based on sale price of homes. Fees for insurance sales agents or any business that is based on commissions, shall be based on projected annual commissions.

Current Year Gross Receipts: 

600000

The following businesses pay a flat annual business license fee as follows:

Private detective/private watchgaurd agencies (five or less employees):	\$100
Private detective/private watchguard agencies (six or more employees):	\$200
Insurance companies - all types of insurance including fire (does not include Title insurance) - maximum fees:	\$200
Insurance companies - all types of insurance except fire (does not include Title insurance) - maximum fee:	\$100
Pawnshops - \$500 license fee plus an investigation fee of \$500:	\$1000
Pawnshops - additional location:	\$750

Workers Compensation Insurance Requirements for Business License – Chapter 287 of the Revised Statutes of Missouri requires that any City which issues a business license for a contractor in the construction industry shall require a certificate of insurance for workers' compensation coverage or an affidavit signed by the applicant attesting that the contractor is exempt. Construction industries include employers who erect, demolish, alter or repair improvements and as such would include but not be limited to: construction contractors, electrical contractors, plumbing contractors, mechanical, heating & are conditioning contractors, special trade contractors, roofing contractors and house movers. Therefore you will need to submit a certificate of insurance evidencing workers' compensation coverage or you should agree that you are not required to obtain worker's compensation insurance coverage. Your business license will not be valid until you do so.

General Liability Insurance Requirement for Business License – Section 5.01.008.b of the Business License Code requires that every business that permits members of the public on its business premises or that performs services on premises other than its own business premise, shall certify that the business has a minimum of \$500,000 of general liability insurance for bodily injury and property damage per occurrence.

You may email or mail your certificate of insurance to:

Licensing Division

P.O. Box 1019

Independence , MO 64051

Email: insurancecerts@indepmo.org

I certify that:

- I have this insurance and will fax or mail the certificate of insurance to the address listed above.
- I am not required to have this insurance.

Continue



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/21/2021

Name (1): SYED ASIF

Name (2):

Name (3):

Date Of Birth: 09/15/1967

SSN: [REDACTED]

Control Number: [REDACTED]

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/22/2021

Name (1): MUHAMMAD IMRAN

Name (2):

Name (3):

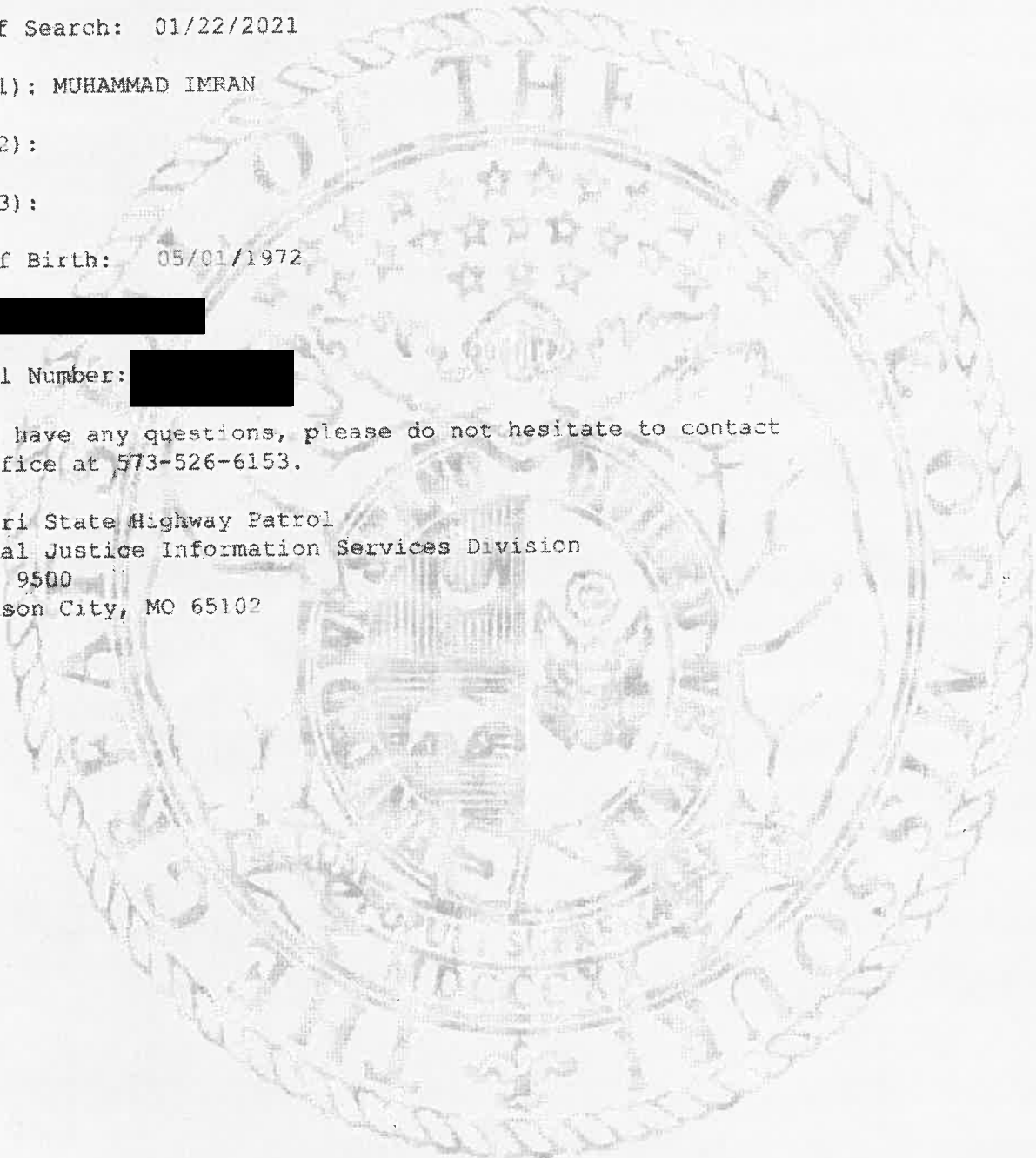
Date Of Birth: 05/01/1972

SSN: [REDACTED]

Control Number: [REDACTED]

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102





No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/22/2021

Name (1): JAMEER ASIF

Name (2):

Name (3):

Date Of Birth: 08/25/2002

SSN: [REDACTED]

Control Number: [REDACTED]

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

TAXATION DIVISION
PO BOX 3000
JEFFERSON CITY, MO 65105-3000



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-5860
Fax: 573-522-1722
E-mail: businessstaxregister@dor.mo.gov

JAM AND NEEL EXPRESS LLC
15740 E US HIGHWAY 40 STE C
KANSAS CITY MO 64136-1169

01/11/2021

CERTIFICATE OF NO TAX DUE

RE: Notice Number 2018406539
MISSOURI ID: 26507617

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of 01/11/2021. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and does not limit the authority of the Director of Revenue to assess, or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of an audit, a review of taxpayer's records, or a determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

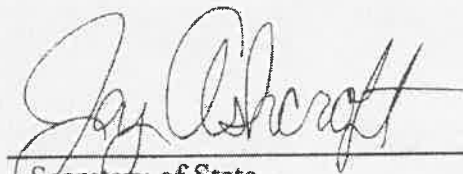
CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

JAM & NEEL EXPRESS LLC
LC1748323

A Missouri entity was created under the laws of this State on 1/1/2021, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, the 22nd day of January, 2021.


Secretary of State

Certification Number: CERT-IN52680





TAX PAYMENT RECEIPT

RECEIPT NUMBER: 13091100

Page 1 of 2

Entered: 11/4/2020

Cashier: -1

Interest Date: 12/31/2020

Drawer: -1

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance	Description
10047900	2020	079	\$5,973.74	\$0.00	Property Tax (Principal)
10047900	2020	079	\$105.00	\$0.00	Personal Property Late Filing Penalty
Amount Applied for Tax Year 2020			\$6,078.74	\$0.00	Unpaid Balance Amount for Tax Year 2020

Agency	Amount
JACKSON COUNTY	\$483,160
HUD-CONTINENT LIBRARY	\$175,150
LEES SUMMIT SCHOOL # 002	\$4,137,263
CITY - LAKE LOTAWANA	\$253,160
FIRE DISTRICT - LAKE LOTAWANA	\$526,340
BOARD OF DISABLED SERVICES	\$40,000
MEMO JUNIOR COLLEGE	\$140,350
MENTAL HEALTH	\$79,000
STATE BLIND PENSION	\$22,600

Description of Property:

Make:	HONDA	Item Type:	AUTO
Model:	CRF150F	1st Name on Title:	ASIF SYED SHARIF
Model Series:	40 SPORT	2nd Name on Title:	
Year:	2011 Plate:	Serial No./VIN:	ND00FJ003P002117
Make:	TESLA	Item Type:	AUTO
Model:	MODEL X	1st Name on Title:	ASIF CLARA LUE & ASIF SYED SHARIF
Model Series:	90D	2nd Name on Title:	
Year:	2017 Plate:	Serial No./VIN:	5YJ0C000000076146
Make:	JAGUAR	Item Type:	AUTO
Model:	F TYPE	1st Name on Title:	MONROY ASIF CLARA LUE &
Model Series:	COUPE R AND	2nd Name on Title:	MONROY ASIF SYED SHARIF
Year:	2016 Plate:	Serial No./VIN:	BAJN0EHL90MK2912
Make:	CHEVROLET	Item Type:	AUTO
Model:	CRUZE	1st Name on Title:	
Model Series:	20 LT	2nd Name on Title:	
Year:	2012 Plate:	Serial No./VIN:	200PC1830C914204
Make:	HONDA	Item Type:	TRUCK
Model:	H1	1st Name on Title:	ASIF CLARA L
Model Series:	45 UTILITY	2nd Name on Title:	TOO ASIF SYED
Year:	2005 Plate:	Serial No./VIN:	50R0N18025H130720

PAYER:

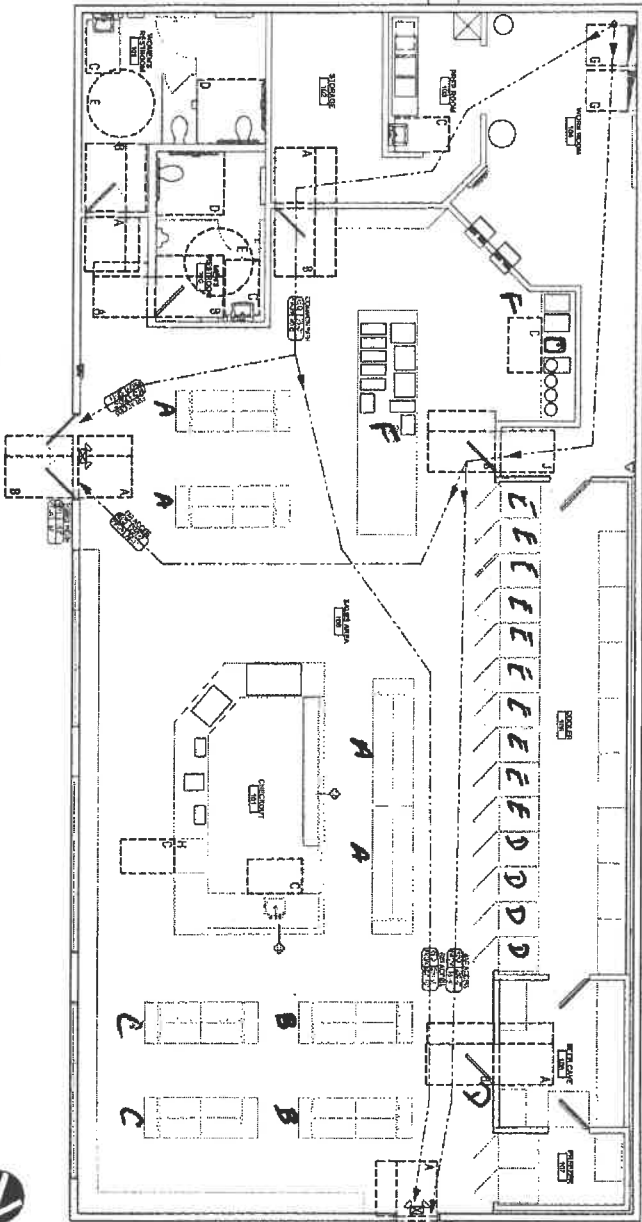
OWNER:

ASIF SYED M LUYED & MONROY ASIF CLARA L
 10712 E THOMPSON RD
 LEES SUMMIT, MO 64086

ASIF SYED M LUYED & MONROY ASIF CLARA L
 10712 E THOMPSON RD
 LEES SUMMIT, MO 64086

A - Snacks
 B - Liquor
 C - Gen Ware
 D - Beer

E - Grocery/Fountain
 F - Coffee/Fountain



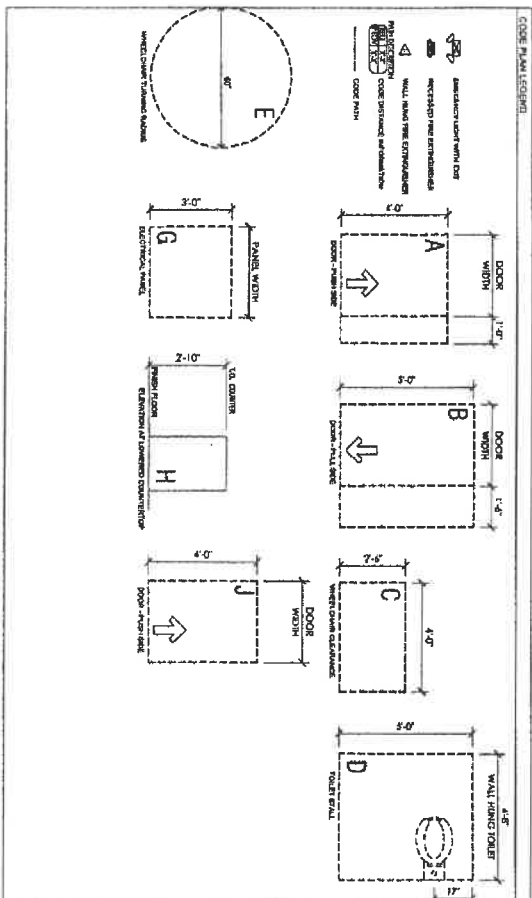
1 CODE PLAN



REVISIONS	NO.	DATE	DESCRIPTION

PROJECT NO.	18-1349
DATE	08/27/16
OWNER	STAR FUEL
DESIGNER	POWELL C W M
PROJECT	NEW CONVENIENCE STORE
ADDRESS	17801 E 32ND STREET
CITY	INDEPENDENCE, MO
ZIP	64057

STAR FUEL
 NEW CONVENIENCE STORE
 17801 E 32ND STREET
 INDEPENDENCE, MO 64057



ENTRANCES AND EXITS

1. ALL EXITS SHALL BE DIRECTLY ACCESSIBLE FROM THE MAIN ACCESS TO THE BUILDING WITHOUT THE USE OF STAIRS, ELEVATORS OR LIFTS.
2. EXITS SHALL BE IDENTIFIED BY EXITS SIGNS AND EXIT LIGHTS.
3. EXITS SHALL BE UNOBSTRUCTED AT ALL TIMES.
4. EXITS SHALL BE KEPT CLEAR OF ALL OBSTRUCTIONS.
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ACCESSORIES

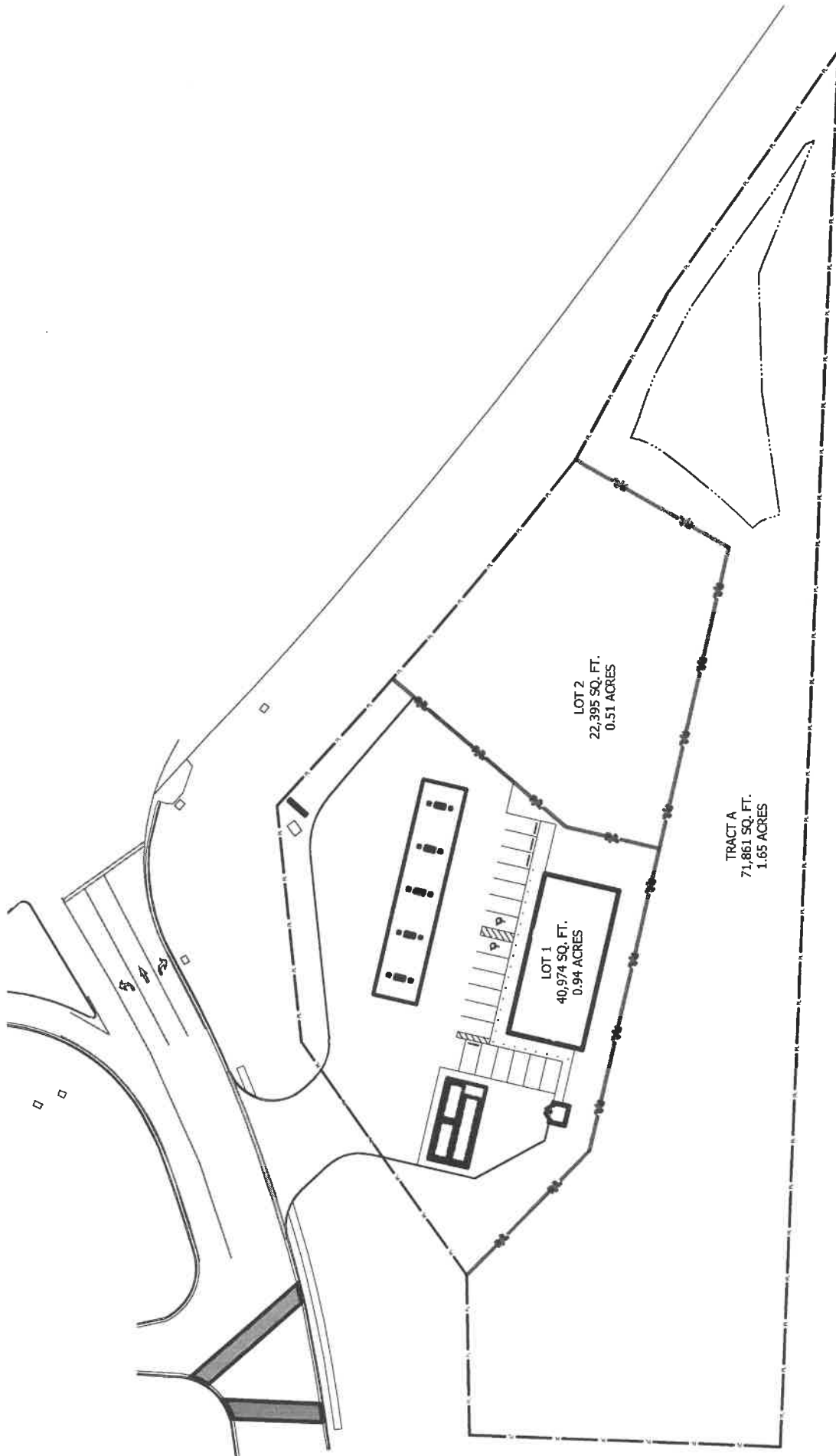
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CONTROL AND OPERATING MECHANISMS

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POWELL
 C W M
 ARCHITECTURE/ENGINEERING/CONSTRUCTION
 17801 E 32ND STREET
 INDEPENDENCE, MO 64057
 816-835-1111
 www.powellcwm.com

STAR FUEL
 PREPARED FOR:
 PROJECT NO. 18-1349
 DATE 08/27/16



LOT 1
40,974 SQ. FT.
0.94 ACRES

LOT 2
22,395 SQ. FT.
0.51 ACRES

TRACT A
71,861 SQ. FT.
1.65 ACRES

JACKSON COUNTY
BOARD OF ELECTION COMMISSIONERS
P.O. Box 296 • Independence, MO 64051 • 325-4600
VOTER NOTIFICATION CARD
"PLEASE KEEP THIS CARD"

ASIF SYED
10711 E THOMPSON RD
LAKE LOTAWANA, MO 64086

TWP	PCT	CON	SEN	REP	CO	CTY
VB	07A	5	8	33	6	2

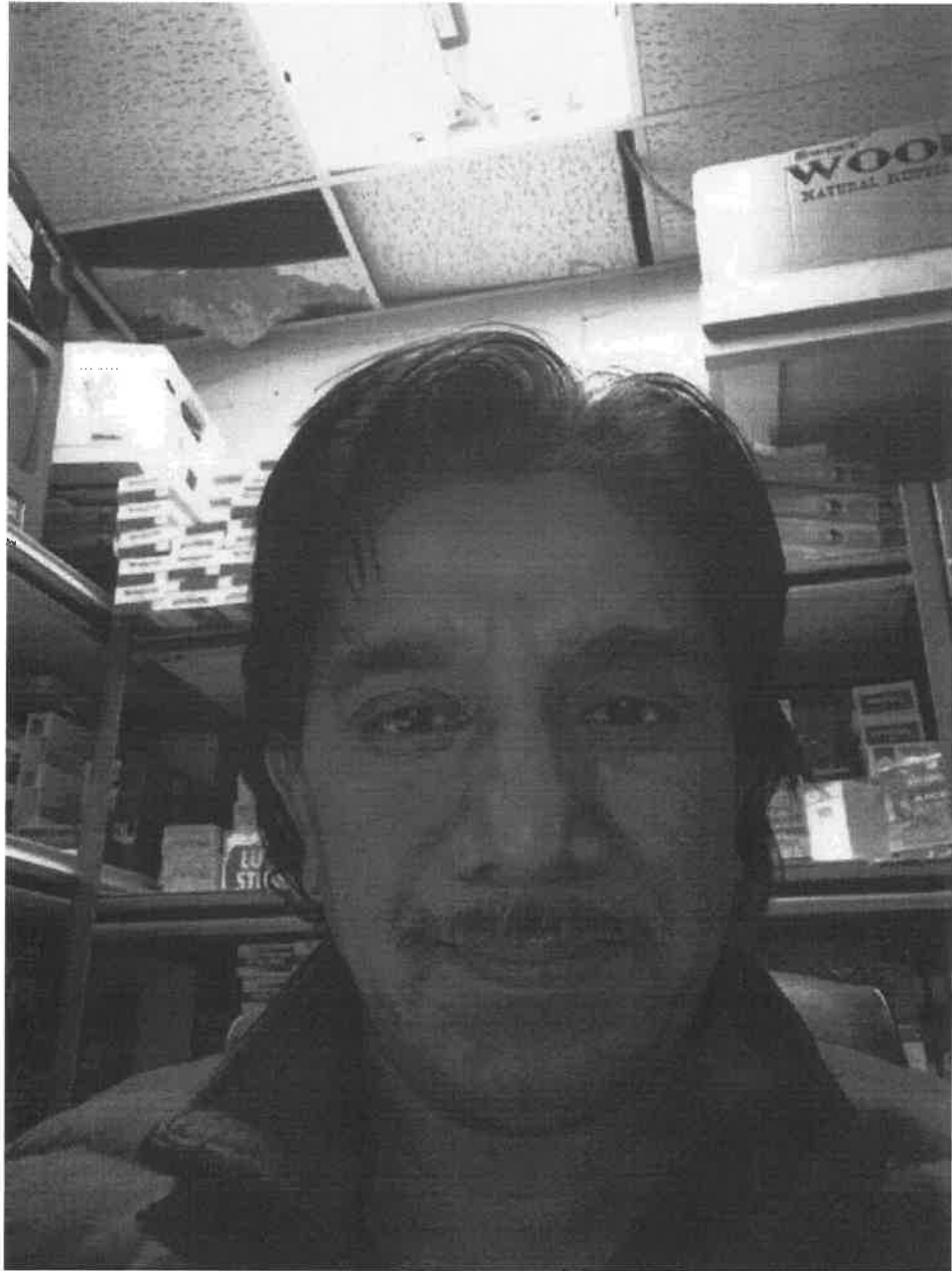
ID No. 4266250

JACKSON COUNTY
BOARD OF ELECTION COMMISSIONERS
P.O. Box 296 • Independence, MO 64051 • 325-4600
VOTER NOTIFICATION CARD
PLEASE KEEP THIS CARD

ASIF SYED
10711 E THOMPSON RD
LAKE LOTAWANA, MO 64086

TWP	PCT	CON	SEN	REP	CO	CTY
VB	07A	5	8	33	6	2

ID No. 4266250





INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

INTENT TO SELL

Date 2/1/21

I (we), DAVIDA SELPH

(Name of Owner, Partners, or Managing Officer)

DBA SFC 459

hereby notify the Liquor License Officer of Independence, Missouri, of my (our) intention to sell or change ownership in the aforementioned business under the provisions of Chapter 2 of the City Code of Independence, Missouri. I (we) also acknowledge that I (we) am (are) responsible for the licensed premises and will remain in active control and management until the sale is approved by the City of Independence, Missouri, and a new license is issued.

Signature [Handwritten Signature]

Signature _____

Signature _____

Signature _____

Subscribed and sworn to before me this 1 day of Feb, 2023.

DEIDRA M. ATCHLEY
Notary Public - State of Kansas
My Appt Expires 5-25-23

[Handwritten Signature]
Notary Public
May 25, 2023
My Commission expires



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

CREDITOR'S AFFIDAVIT

Date Feb 1, 2021

I (we), David A. Selph

seller of the business known as Star Fuel Centers, Inc. - SFC 459

do hereby affirm that I (we) have no outstanding liquor bills to any wholesaler, or I (we) have notified all wholesalers to whom I (we) owe money of my (our) intent to sell the business.

Signature *David A. Selph*

Signature _____

Signature _____

Signature _____

Subscribed and sworn to before me this 1 day of Feb, 2021

DEIDRA M. ATCHLEY
Notary Public - State of Kansas
My Appt Expires 5-25-23

Deidra M. Atchley
Notary Public
May 25, 2023
My Commission expires



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

AFFIDAVIT

Application is hereby being made for a license to SELL _____ or MANUFACTURE _____ RETAIL WHOLESALE _____ DATE TO BEGIN SALES _____

Intoxicating Liquor by Drink _____
Malt Liquor/Wine by Drink _____
Malt Liquor by Drink _____
Intoxicating Liquor by Package _____
Malt Liquor/Wine by Package
Malt Liquor by Package
Sunday Sales
Liquor Tasting _____
Domestic Winery _____

As Sole Owner _____ Partnership _____ Corporation _____ LLC _____

Business Name JAM & NEEL Express LLC Address _____ Phone 816 786 8815

1. What type of business is the license for? Retail Full Package
2. Provide dimensions or square footage of the building, outdoor patio and include any other areas in which alcoholic beverages may be stored See attached.
3. Is the proposed location within three hundred feet (300') of any church, school, or hospital building? NO
4. From whom was the business purchased? Star Fuel Centers
5. Date of purchase 02/01/2021 Purchase price leasing -
6. Amount of down payment leasing - Balance due _____
7. Balance due upon approval or chattel Inventory & supplies.
8. Effective date of possession 02/01/2021
9. Name and address of mortgage holder NONE.
Terms of repayment _____
10. Did you assume any debts not listed above in connection with the operation of said business? NONE.
If so, give full details _____
11. Do you rent or lease the premises for which this business is to be used? lease If so, give terms of rent or lease, and name and address of owner of property _____
12. What interest, if any, does your landlord have, directly or indirectly, in the business in which you intend to engage if the license is granted? As a Landlord

13. Does your landlord now hold, or has he or she ever held, a license of any kind issued by the Supervisor of Liquor Control of this State or any other State? Missouri If so, give details _____
-
14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? NONE If so, give details _____
-
15. State names and addresses of any person, firm, LLC, or corporation that has advanced, or will advance, any money to you to purchase or operate the business for which you seek a license NONE
-
16. If a RETAILER, does any distiller, wholesaler, winemaker, brewer, or supplier of coin or token-operated commercial, manual, electric, or mechanical amusement device or any employee, officer, or agent thereof have any financial interest in the business or will you either, directly or indirectly, borrow or accept from any such person or persons equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? NONE
If so, state details NONE
-
17. If a WHOLESALER, does any retailer or supplier of equipment or coin or token-operated commercial, manual, electric or mechanical amusement device, or any employee, officer or agent thereof have any financial interest in the business, or will you either directly or indirectly borrow or accept from any such persons equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? _____ If so, state details _____
NONE
-
18. Is there now employed, or do you expect to employ, in the business sought to be licensed hereunder, any person who has been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? _____ If so, state details _____
NONE
-
19. Will you at all times permit the entry of any officer or investigator with legal authority for the purpose of inspection or search; and will you permit the removal of all things and articles, which may be in violation of the ordinances of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction of such articles as evidence in any proceedings for the violation of any provision of the revised liquor control ordinances of Independence, Missouri; and/or for the suspension or revocation of the license for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri or the United States in the conduct of the business for which license is sought? Yes. I do.
-

IF BUSINESS IS OWNED BY INDIVIDUAL, COMPLETE THE FOLLOWING:

20. Name, home address, and telephone number of owner:

N/A

IF BUSINESS IS OWNED BY PARTNERSHIP, COMPLETE THE FOLLOWING:

21. Name, home addresses, and telephone numbers of all partners, and percentage of ownership of business:

N/A

IF BUSINESS IS OWNED BY CORPORATION OR LIMITED LIABILITY COMPANY, COMPLETE THE FOLLOWING:

22. Name, address, and telephone number of corporation or LLC: JAM & NEEL Express LLC

SYED ASIF 15740 E Hwy 40 Suite C Kansas City MO 64136

Muhamad Emran 15740 E Hwy 40 Ste C Kansas City MO 64136

23. State in which incorporated or organized Missouri Date of incorporation or organization 12/10/2020

24. Amount of paid-in capital Authorized capital

25. Names and addresses of president, vice-president, treasurer and secretary of corporation. If LLC, names and addresses of main members

SYED ASIF 10711 E Thompson Road Lees Summit MO 64086

Muhamad Emran 15740 E Hwy 40 Ste C Kansas City MO 64136

Jameer ASIF 10711 E Thompson Road Lees Summit MO 64136

26. Name and address of Managing Officer SYED ASIF

15740 E Hwy 40 Suite C Kansas City MO 64136

27. If corporation, names and addresses of all stockholders who hold 10% or more of the capital stock

28. Is the corporation, any stockholder, or managing officer thereof, any member of his or her household or immediate family, the LLC, any member, or managing officer thereof, any member of his or her household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? Yes, If so, give details

S & L Enterprises, 15740 E Hwy 40 Suite D Kansas City MO 64136

29. Has the corporation, any stockholder, or managing officer thereof, any member of his or her family, the LLC, any member, manager, or managing officer thereof, any member of his or her family, at any time in the past, held a license from the Supervisor of Liquor Control of this State or any other State? _____ If so, give name of such licensee and location of premises _____

30. Has any stockholder of the corporation, member or manager of the LLC, or the managing officer ever been employed by any person, partnership, LLC, or corporation that had a license revoked or suspended by the Supervisor of Liquor Control? _____ If so, give details NO.

31. State the name and residence of each person, firm, LLC, or corporation, if any, other than the corporation and its stockholders, or the LLC and its members, interested, or to become interested, directly or indirectly, other than herein above set out, in the business for which a license is sought and the nature of such interest _____
NO.

32. Is this application being made by the corporation or the LLC to permit any person other than yourself to obtain a license from the Missouri Supervisor of Liquor Control, in your name, for his or her benefit? _____

I, or we, (please print) K. Syed Asif
(Owner, all partners, or Managing Officer must sign below)

Being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true and complete to the best of my/our knowledge and belief.

[Signature]

Subscribed and sworn to before me, a Notary Public, this 1 day of Feb, 2020

[Signature]
Notary Public

My Commission expires:
May 25. 2023

DEIDRA M. ATCHLEY
Notary Public - State of Kansas
My Appt Expires 5-25-23



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION


To be completed by the individual owner, all members of a partnership, if a corporation or LLC the Managing Officer and principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

- Business Name Jama & Neal Express LLC
Address 17601 E 32nd St. south Independence MO 64057
Telephone 816.786-8815
- Name SYED ASIF
 - Home Address 10711 E Thompson Road Lees Summit MO 64086
 - Home Phone No. 816.786-8815 Date of Birth 09-15-1967 State of Birth Pakistan
 - Social Security No. [REDACTED] Driver's License No. [REDACTED]
 - Sex M Age 53 Height 5' Weight 7"
 - Are you a citizen of the United States of America? YES
 - Wife or husband's name and address CLARA L ASIF - same as above address -
 - Have you ever been convicted of, found guilty of, or pleaded guilty, no contest, or no lo contendere to any offense involving a controlled substance, a weapon, illegal gambling, or the illegal sale, possession or use of alcohol, including alcohol-related traffic offenses? NO If yes, give details _____
 - Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location MC Financial
15740 E Hwy 40 Suite C Kansas City MO 64136
 - Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? _____
If so, give complete details NO
 - Are you, or any member of your household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? _____
If so, give details Yes Main St. Shell 3742 main St. KCMO 64111
 - Have you, or any member of your household or immediate family, ever made application for any type of liquor license in the State of Missouri which was denied? NO If so, give the name of applicant, the approximate date of denial, and details regarding same _____
 - Have you ever been bankrupt or insolvent? NO

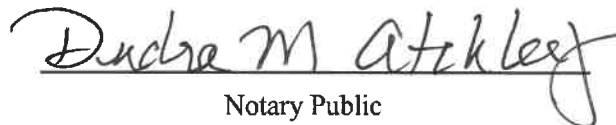
14. Will you at all times permit the entry of any officer or investigator with supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the City Code of Independence, Missouri, and the laws of the State of Missouri; and do you consent to the introduction in evidence of such articles in any proceedings for the violation of any provision of the liquor control regulations of Independence, Missouri, and/or for the suspension or revocation of the permit for which this application is made; and do you promise and agree not to violate any of the ordinances of Independence, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which this permit is sought? Yes I do

I, (please print) SYBIA ASIF being of lawful age and duly sworn upon my oath

Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 1 day of Feb, 2021


Notary Public

My Commission expires: May 25. 2023

DEIDRA M. ATCHLEY
Notary Public - State of Kansas
My Appt Expires 5.25.23



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

MANAGING OFFICER APPOINTMENT

Date 02/01/2021

Jam & Neel Express LLC has appointed
(Name of Corporation or LLC)

SYED ASIF as Managing Officer for the
(Name of Managing Officer)

Corporation or LLC. SYED ASIF is an officer or an employee
(Name of Managing Officer)

invested with the general control and superintendence of the business and corporation or LLC.

Indicate the actual involvement as Managing Officer: To supervise and control, and follow up with the Policy permitted by Law

The business operates under the name of Jam & Neel Express LLC In & out Express
and is located at 17601 E 32nd. Street South Independence mo 64057

Signature of Corporate Officer or LLC Member

Subscribed and sworn to before me this 1 day of Feb 2021.

Notary Public

DEIDRA M. ATCHLEY
Notary Public - State of Kansas
My Appt Expires 5-25-23

My Commission expires:

May 25, 2023

PLEASE NOTE: In the event the office of the Managing Officer becomes vacant, it is required that the corporation or LLC secure a new Managing Officer within ten days after said vacancy occurs, and that the City of Independence Regulated Industries division be notified.



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Business Name Jam & Neel Express LLC

Business Address 17601 E 32nd. St south Independence MO 64057

AFFIDAVIT

I SYBR ASIF, under oath, do hereby state that

I am engaged in Convenience store with gasoline sales
(Type of business, other than liquor sales)

and that I intend to operate a package liquor business at said address of said store, selling and offering for retail to the public package liquor under the application herein made to the City of Independence, Missouri, and that I will at all times, keep in said location at said store a stock of goods having a value according to my original invoices of at least one thousand dollars (\$1,000.00), exclusive of the inventory value of the fixtures and of the intoxicating liquor, which I shall offer for sale on said premises.

Check one of the following:

This location will have alcohol sales that will be **less than** 90% of gross sales

This location will have alcohol sales that will be **more than** 90% of gross sales

[Signature]
Applicant

Subscribed and sworn to before me, a Notary Public, this 1 day of Feb, 2021.

DEIDRA M. ATCHLEY
Notary Public - State of Kansas
My Appt Expires 5.25.23

[Signature]
Notary Public
May 25, 2023
Commission Expires



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Alcoholic Beverage Code Certification Form

Section 2.05.003.C.4 of the Code prohibits a liquor license holder from displaying or selling any books, photographs, magazines, films, videos, or other periodicals which are distinguished or characterized by their principal emphasis on matters depicting, or describing or relating to specified sexual activity if the licensed premises is located within one thousand (1,000) feet as measured from the nearest property line of a school, church, hospital, public park playground, library, or museum.

Section 5.17.002 of the City's Code defines specified sexual activities to include sexual conduct, being acts of normal or perverted acts of human masturbation; deviate sexual intercourse; sexual intercourse; or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or the breast of a female in an act of apparent sexual stimulation or gratification or any sadomasochistic abuse or acts including animals or any latent objects in an act of apparent sexual stimulation or gratification, as such terms are defined in the pornography and related offenses chapter of the Missouri Criminal Code.

CHECK ONE OF THE FOLLOWING

This establishment does **not** display or sell books, photographs, magazines, films, videos or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing or relating to specified sexual activities.

This establishment **does** display or sell books, photographs, magazines, films, videos or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing or relating to specified sexual activities.

Establishments that display explicit sexual material must provide the Regulated Industries Division a current certified survey. The survey needs to show the property lines of any schools, churches, hospitals, public parks, playgrounds, libraries or museums if located within one thousand (1,000) feet of the establishment. The certified survey must be received in the License Division within sixty (60) days of the date of this letter.

Business Name Jam & Neal Express LLC

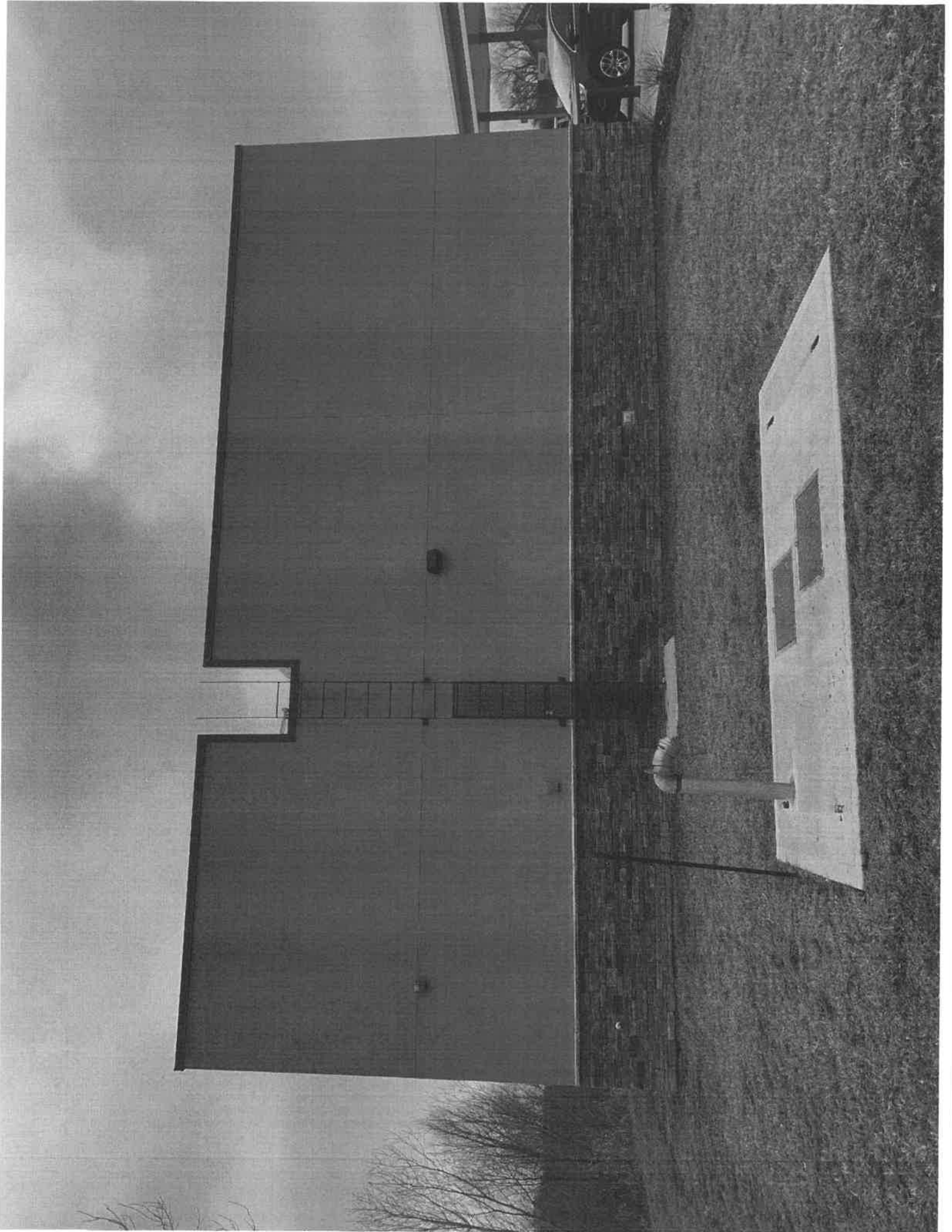
Address 17601 E 32nd. St. South Independence MO 64057

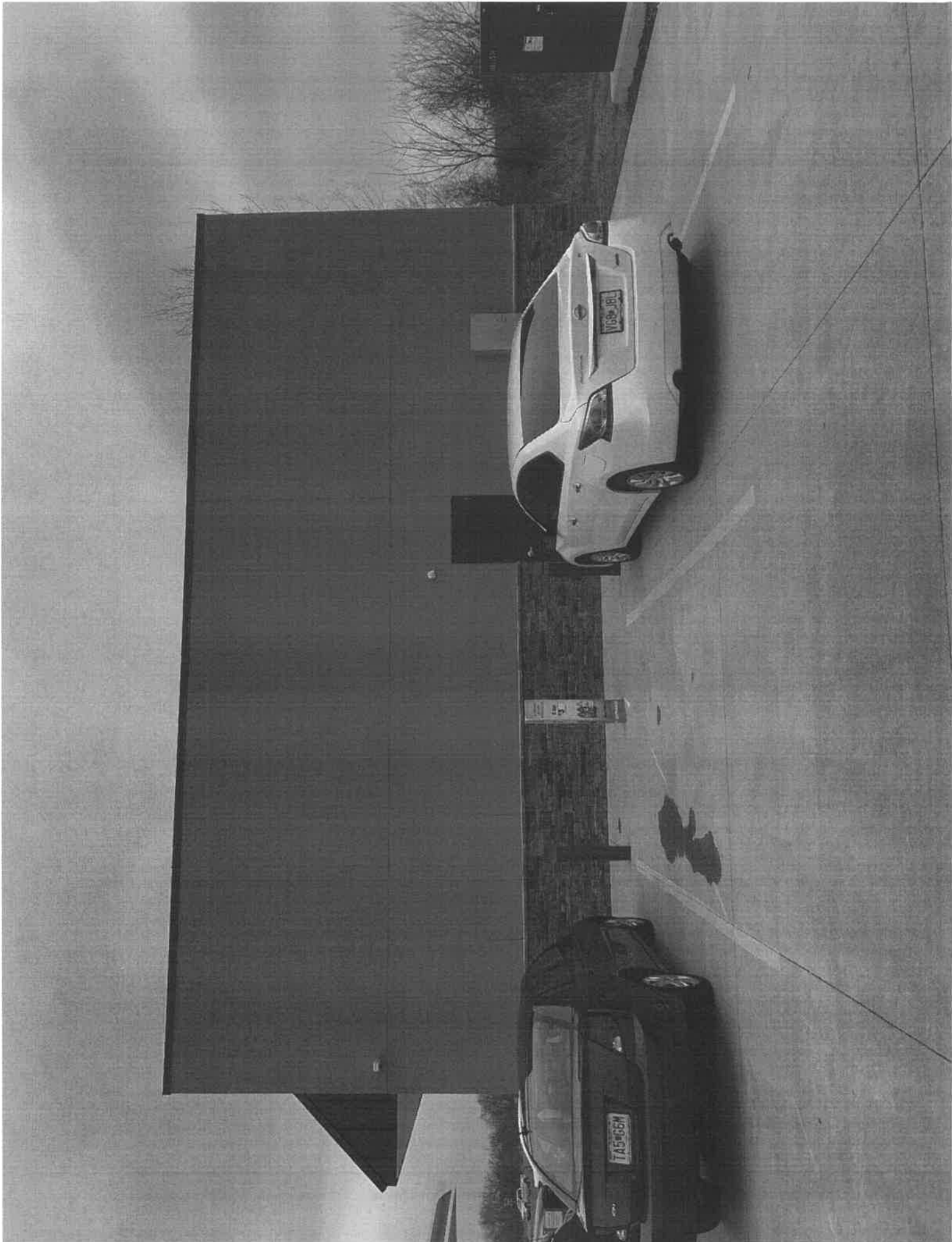
Signature: 

Print Name: SYED ASIF

Title: Managing Officer

Date: 02/01/2021





SFC
SOUTH FLORIDA CREDIT UNION

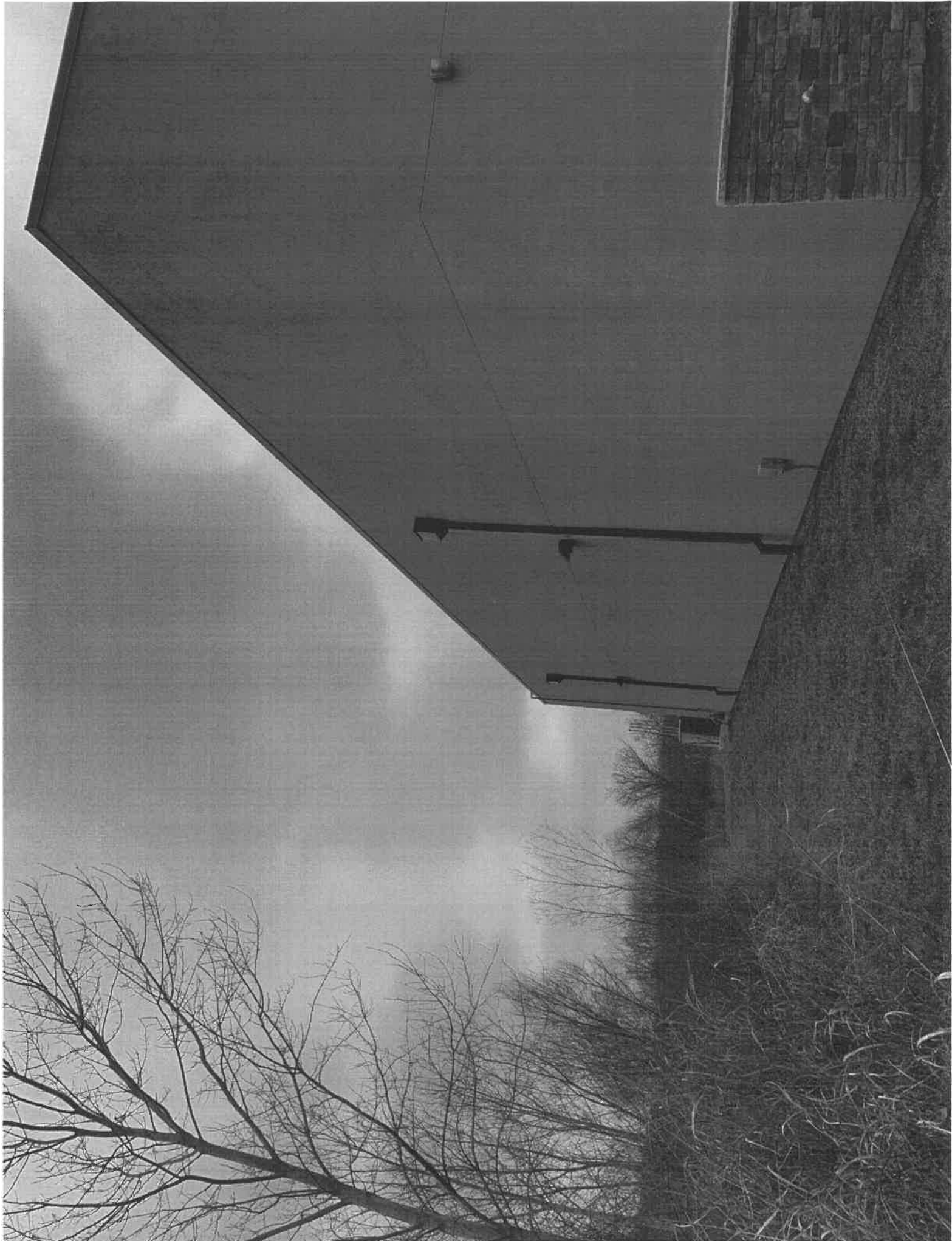
16th

ADVANTAGE
MEMBERSHIP

16th

16th





CONVENIENCE STORE LEASE WITH OPTION TO PURCHASE

In consideration of mutual covenants, Landlord and Tenant hereby agree as follows:

A-1. BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

Section A-1. Basic Lease provisions.

DATE: December 15, 2020

LANDLORD: **STAR FUEL CENTERS, INC.**

ADDRESS OF LANDLORD: 7415 West 130th street
Suite 100 Overland Park KS 66213

TENANT: **JAM & NEEL EXPRESS, LLC**

ADDRESS OF TENANT: 15740 East 40 Highway Suite C
Kansas City MO 64136

TENANT'S TRADE NAME: **In & Out Express**

GUARANTOR: **Syed Asif** to execute a Guaranty of Lease in the form attached hereto as **Exhibit A**

LEASED PREMISES: 17601 East 32nd Street S
Independence, MO 64057

COMMENCEMENT DATE: On or before January 1, 2021 (following full execution of this Lease and arrangements having been made to take inventory and to measure fuel supplies).

INITIAL LEASE TERM: Two (2) years. The Term will commence when the Base Rent commences.

ANNUAL MINIMUM RENT: Percentage Rent equal to 8.5% of Monthly Gross Revenues from the Leased Premises (**exclusive of outside fuel sales, lottery tickets and money orders**)

PERMITTED USES: Convenience Store and Gas Station

EQUIPMENT Space provided "AS IS"

SECURITY DEPOSIT: \$7,500

TENANT'S TAX CHARGE: NONE

TENANT'S COMMON AREA RESPONSIBILITIES See Article X.

Section A-2. Effect of Reference to a Basic Lease Provision.

Each reference in this Lease to any of the Basic Lease Provisions contained in Section A-1 shall be deemed to incorporate all of the terms provided under each Basic Lease Provision.

Section A-3. Enumeration of Exhibits.

The Exhibits enumerated in this Section and attached to this Lease are hereby incorporated in this Lease by reference and each party agrees to perform all obligations binding upon it under or by virtue of such Exhibits.

Exhibit A: Guaranty of Lease

ARTICLE I
GRANT AND TERM

Section 1.01. Leased Premises.

Landlord leases to Tenant and Tenant rents from Landlord the Leased Premises, together with the appurtenances specifically herein granted. The Leased Premises are the building located at 17601 East 32nd Street South, Independence MO 64057 and the associated parking areas, driveways, fuel tanks, gas pump and canopy.

Section 1.02. Use of Common Areas.

The use by Tenant of the Leased Premises shall include the use of the parking areas, driveways, sidewalks and other areas developed for access, ingress and egress of pedestrian and vehicles.

Section 1.03. Term.

- (a) The initial term of this Lease shall be two (2) years.
- (b) Tenant shall open the Leased Premises for business with the public, fully fixtured, stocked and staffed, upon taking possession of the Leased Premises.

Section 1.04. Obligations Concurrent with Commencement of Term.

Tenant shall perform all of its obligations under this Lease from the date upon which the Leased Premises are first made available to Tenant **As of the Commencement Date Tenant shall pay to Landlord an amount equal to the value of the fuel present in the underground storage tanks and the value of the in-store inventory as measured by a third party firm hired to measure the inventory and fuel.**

ARTICLE II
RENT

Section 2.01. Annual Minimum Rent.

Tenant agrees to pay to Landlord, without any prior demand therefore and without any deduction or setoff whatsoever, except as may be otherwise expressly provided in this Lease, the "Annual Minimum Rent" specified in Section A-1 of the Basic Lease Provisions.

Section 2.02. Payment of Annual Minimum Rent.

- (a) Tenant agrees to pay to Landlord, as the Annual Minimum Rent percentage rent (the "Percentage Rent") calculated by Multiplying (i) the "Percentage Rate" in Section A-1 of the Basic Lease Provisions by (ii) an amount equal to the Tenant's Gross Receipts" (as defined in Section 2.03) for each month during a Lease Year (and in the Partial Lease Year)

The Annual Percentage Rent for each Lease Year (and for the Partial Lease Year) shall be paid in monthly installments. The first such installment shall be due on the 20th day following the first month and shall be equal to the Percentage Rate multiplied by the amount of Tenant's Gross Receipts for such month during the Lease Year (or Partial Lease Year). Subsequent installments shall be due on or before the 20th day of each succeeding calendar month during such Lease Year (or Partial Lease Year) and on the 20th day of the first calendar month following the expiration of such Lease Year (or Partial Lease Year) with respect to Gross Receipts received during the preceding month, and shall be equal to the product obtained by multiplying the Percentage Rate by Tenant's Gross Receipts for such month. Each Lease Year (and Partial Lease Year) shall constitute a separate accounting period for the purpose of computing the Annual Percentage Rent.

The term "**Gross Receipts**" means: (i) the entire amount of the price charged, whether wholly or partially in cash or on credit, or otherwise, for all food, beverages, goods, wares, merchandise services and chattels of any kind sold, leased, licensed or delivered, and all charges for services sold or performed in, at, upon or from any part of or through the use of the Leased Premises or any part thereof by Tenant, or by means of any mechanical or other vending device (other than pay telephones, and those soft drink and other similar vending devices operated primarily for the convenience of Tenant's employees); and (ii) all gross income of Tenant from any operations in, at, upon or from the Leased Premises which are neither included in nor excluded from Gross Receipts by other provisions of this Lease, but without duplication.

Gross Receipts shall not include, or if included, there shall be deducted (but only to the extent they have been included), (i) the amount of any sales tax, use tax or retail excise tax which is imposed by any duly constituted governmental authority directly on sales and which is added to the selling price (or absorbed therein) and is paid to the taxing authority by Tenant (but not any vendor of Tenant); (ii) exchanges of merchandise between the Leased Premises and other similar facilities of Tenant or its Affiliates to the extent the same are made solely for the convenient operation of Tenant's business and not for the purpose of depriving Landlord of the benefit of Gross Receipts; (iii) gift certificates or like vouchers, if not issued for value, until the time they have been converted into a sale or redemption; (iv) all federal state, county and city sales taxes or other similar taxes; (v) all occupational taxes, use taxes and other taxes which must be paid by Tenant or collected by Tenant, by whatever name they are known or assessed, and regardless of whether or not they are imposed under any existing or future orders, regulations, laws or ordinances and (vi) outside sale of petroleum products from pumps installed on the Leased Premises and (vii) receipts from sales of lottery tickets or money orders.

During the term, Tenant shall operate the Leased Premises in a first-class manner, fully stocked and staffed with trained personnel in order to maximize Tenant's Gross Receipts.

Tenant shall perform all of Landlord's obligations under any petroleum supply agreement with World Fuel concerning the Leased Premises and shall indemnify, defend and hold Landlord harmless from any breach of such agreement from and after the Commencement Date.

Section 2.03. Additional Rent.

Tenant shall pay, as "**Additional Rent**", all charges required to be paid by Tenant under this Lease, whether or not the same are designated "Additional Rent".

Section 2.04. Interest.

If Tenant shall fail to pay, when the same is due and payable, any Rent or any Additional Rent, Tenant shall, upon demand, pay Landlord interest at the "Interest Rate" (as defined in Section 26.04) on the arrearages from the due date thereof until paid.

Section 2.05. Payment of Rent.

Percentage Rent, costs of Tenant's Common Area Responsibilities, and all other charges required to be paid by Tenant under this Lease are sometimes herein referred to collectively as "Rent," and all remedies applicable to the non-payment of Rent shall be applicable thereto. Rent shall be paid without any prior demand or notice therefor, and shall in all events be paid without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisal laws. Tenant shall pay any rent tax, sales tax, service tax, transfer tax, value added tax or any other applicable tax on the Rent, utilities or services herein or otherwise respecting this Lease to the extent the same are not included in Operating Costs. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

Section 2.06. Prorations.

If the Lease Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Percentage Rent, Tenant's Common Area Contribution, and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Lease Term commences other than on January 1, or ends other than on December 31, Tenant's obligations to pay amounts towards actual Operating Costs for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

ARTICLE III
RECORDS AND BOOKS OF ACCOUNT AND
FUEL SALES

Section 3.01. Tenant's Records.

Tenant agrees to prepare and retain at the Leased Premises for at least 36 months after each Lease Year true and complete records and accounts of all Gross Receipts for each Lease Year. Such records and accounts shall include such sales records as an independent certified public account would need to examine in order to certify Tenant's monthly statements of Gross Receipts pursuant to generally accepted auditing standards.

Section 3.02. Reports by Tenant.

Tenant shall deliver to Landlord on or before the 20th day following each calendar month during the term, a written statement (on a form acceptable to Landlord) signed by Tenant showing the amount of Gross Receipts for the preceding calendar month, and Tenant shall concurrently remit any Percentage Rent then owing. Tenant shall also deliver to Landlord on or before the 60th day following the end of each Lease Year a written statement, certified by Tenant to be true and correct, showing the amount of Gross Receipts for the preceding Lease Year and itemizing all exclusions therefrom. Such annual statement shall be certified to Landlord as true and correct by Tenant (or an officer of Tenant).

Section 3.03 Fuel Sales.

Tenant and Landlord shall cooperate so as to allow the existing fuel supply contract between Landlord and Tenant to continue in force and effect unless and until Landlord and Tenant are able to arrange for the existing contract to terminate at no cost to Landlord and Tenant to enter into a new fuel supply contract with World Fuel (such termination to be acceptable to Landlord in its sole and absolute discretion).

ARTICLE IV
AUDIT

Section 4.01. Audit.

Landlord may at any time within 36 months after the end of any Lease Year, upon 10 days prior notice to Tenant, cause an audit to be made of Tenant's books and records relating to its Gross Receipts for such Lease Year. During such audit, Landlord or its authorized representatives shall have full and free access to Tenant's records and the right to require that Tenant, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. If such audit or examination discloses that any of Tenant's statements of Gross Receipts understates Gross Receipts made during any Lease Year by one percent (1%) or more, or if Tenant shall have failed to furnish Landlord any monthly Gross Receipts statements during any Lease Year or shall have failed to prepare and maintain Tenant's records as required herein, Tenant shall pay Landlord the cost of such audit or examination and any deficiency in Percentage Rent, with interest at the Interest Rate (as defined in Section 26.04). Landlord's acceptance of Percentage Rent shall be without prejudice to the Landlord's examination, audit and other rights hereunder. Landlord shall also be allowed to take such other steps (including contacting Tenant's vendors and suppliers) to confirm the actual Gross Receipts.

ARTICLE V
CONDITION OF IMPROVEMENTS:
RELOCATION OF TENANT

Section 5.01. Condition of Improvements.

Tenant accepts the Leased Premises in its "as-is, where-is" condition. Tenant agrees Landlord has no obligation to make any improvements to the Leased Premises as a condition to

the commencement of this Lease Landlord shall have the right to construct, maintain, repair, replace and relocate utility lines where necessary or desirable, and to repair, alter, replace or remove the same, all in a manner that does not interfere unnecessarily with Tenant's use thereof, and tenant shall not be entitled to an abatement or reduction of rent or to claim an actual or constructive eviction by reason thereof.

ARTICLE VI
CONDUCT OF BUSINESS BY TENANT

Section 6.01. Use of Premises.

Tenant shall operate the Leased Premises under the "Trade Name", if any, specified in Section A-1 of the Basic Lease Provisions and shall use the Leased Premises solely for "Permitted Uses" specified therein. Tenant shall not use or permit or suffer use of the Leased Premises for any other business purpose.

Section 6.02. Operation of Business.

Tenant shall, subject to the provisions of Section 26.02, (i) continuously operate all of the Leased Premises in good faith during the term with due diligence and efficiency so as to produce the maximum profitable and practical Gross Receipts which may be produced by such manner of operation, and (ii) keep the Leased Premises open for business during those hours established from time to time by Landlord

ARTICLE VII
OPERATION OF CONCESSIONS

Section 7.01. Consent of Landlord.

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior consent of Landlord except Tenant shall have the right to install a fast food kitchen at Tenant's sole cost and expense. All revenues from such fast food kitchen shall be included in the Gross Receipts.

Section 7.02. Licenses. Tenant shall obtain any and all license and tax identification numbers necessary to operate its business including liquor licenses, business or occupancy licenses and all tax reporting identification numbers.

ARTICLE VIII
TAXES

Tenant shall pay (or reimburse Landlord upon demand if the same are levied against Landlord), before delinquency, any and all taxes, assessments, license fees and public charges, of whatever kind or nature, levied or assessed during the term by any governmental authority against Tenant's business in the Leased Premises and the fixtures, furniture, appliances and any other personal property.

ARTICLE IX
ARTICLE IX - RESERVED

ARTICLE X
COMMON AREA EXPENSE

Section 10.01. Common Area.

(1) In each "Fiscal Year" (as defined in Section 26.04) Tenant shall pay "**Tenant's Common Area Responsibilities**" (hereinafter defined). "Tenant's Common Area Responsibilities" for each Fiscal Year is all costs incurred by Tenant in maintaining the parking areas, driveways, sidewalks and those portions of the Leased Premises outside the Building. Tenant shall be responsible for all snow removal, trash pickup, and similar expenses commonly incurred in the operation of a convenience store with gas station. Tenant's Proportionate Share is 100% as to such costs. Tenant's responsibility includes all expenses incurred in maintaining, repairing, replacing, managing and operating the parking areas, driveways, sidewalks and those portions of the Leased Premises outside the Building

(2) Any and all other additional costs and expenses incurred by Tenant in operating, maintaining, equipping, inspecting, insuring, protecting, and repairing the Building (including interior tenant premises), including without limitation all cost or expense of or incurred in connection with or reasonably attributable to: exterior lighting and electricity (including holiday lighting); exterior holiday decorations; gardening and landscaping (including planting, replanting and replacing flowers and shrubs); cleaning; public liability (including, without limitation, "umbrella coverage"), worker's compensation, and hazard insurance (including, without limitation, fire and extended coverage [with vandalism and malicious mischief endorsement], boiler and machinery, and all-risk policies); fire protection (including installation and maintenance of an ADT or similar type alarm security system); fees for required licenses; personal property taxes; sanitary control; and utility charges related to the Building. Tenant shall pay all such costs.

Section 10.02. Payment.

Tenant's Common Area Contribution shall be paid as such costs are incurred by Tenant.

ARTICLE XI
ALTERATIONS; SIGNS;
SURRENDER AND TENANT LIENS

Section 11.01. Alterations.

Tenant shall not make or cause to be made any alterations, additions or improvements in or to the Leased Premises without submitting to Landlord plans and specifications therefore and obtaining Landlord's consent thereto; PROVIDED, HOWEVER, Tenant may make interior, non-structural alterations aggregating less than \$10,000.00 in cost during the term. If Tenant elects to install a fast food kitchen it shall provide copies of all building and alteration plans to landlord for Landlord's approval before commencing construction. Landlord's consent to other interior,

non-structural changes requested by Tenant is not to be unreasonably withheld. Prior to making any alterations in the Leased Premises, Tenant shall give Landlord notice.

Section 11.02. Surrender, Title to Improvements; Removal and Restoration by Tenant.

(A) On the last day of the term or on the sooner termination thereof, Tenant shall (i) subject to the provisions of Articles XIX and XX, peaceably surrender the Leased Premises broom clean and in good order, condition and repair except for reasonable wear and tear; and (ii) at the request and election of Landlord at Tenant's expense remove from the Leased Premises the signs, moveable furniture, trade fixtures, carpeting, and Tenant's Work which were furnished and installed by Tenant at Tenant's sole expense ("**Tenant's Property**"), and any of Tenant's Property not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned. Any damage to the Leased Premises caused by Tenant in the removal of Tenant's Property shall be repaired by Tenant at Tenant's expense.

(B) Except for Tenant's Property, the title to all alterations, additions, improvements, repairs, decorations (including any hard surface, bonded or adhesively affixed flooring), heating and air conditioning equipment and fixtures which shall have been made, furnished or installed by or at the expense of either Landlord or Tenant in or upon the Leased Premises, shall vest in Landlord upon the installation thereof, and the same shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance and without charge.

Section 11.03. Tenant's Liens.

Tenant shall not suffer any mechanics' or materialmen's lien to be filed against the Leased Premises or the Center by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding any part of the Leased Premises under Tenant. If any such lien shall at any time be filed as aforesaid, Tenant may contest the same in good faith but notwithstanding such contest, Tenant shall, within fifteen (15) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction, or otherwise.

Section 11.04. Tenant's Signs.

(A) Tenant may, at its cost, install signage in a location approved by Landlord. The existing signage may remain in place. The size, design and type of construction of such sign shall be subject to approval by Landlord and shall otherwise comply with any and all signage criteria of the City of Independence, Missouri.

(B) Except for the signage referred to in paragraph (A) of this Section, Tenant shall not place or suffer to be placed or maintained on the exterior of the Leased Premises any sign, canopy, awning, pennant, decals, temporary signs of any nature, aerial, antenna, advertising matter or other equipment of any kind without prior written approval of Landlord, which approval may be withheld in the sole discretion of Landlord.

ARTICLE XII
MAINTENANCE OF LEASED PREMISES:
RULES AND REGULATIONS

Section 12.01. Maintenance by Tenant.

Subject to the provisions of Articles XIX and XX, Tenant shall, at its sole cost, keep and maintain the interior of the Leased Premises together with exterior (i) heating, ventilation and air conditioning equipment serving the Leased Premises, (ii) windows, including sashes, (iii) sewage lines and sewers servicing the Leased Premises exclusively, (iv) doors, including frames, automatic door openers and lifts, locks, hardware and track, (v) the store front (and plate glass) of the Leased Premises, and (vi) signs and other equipment referred to in Section 11.04, including without limitation, the partitions, ceiling, walls, floor covering therein, and the fixtures, equipment, machinery, appliances and utility lines therein and appurtenances thereof located in the Leased Premises or used for, in connection with or which are a part of the electrical, plumbing, heating, air conditioning, ventilation, sprinkler, or any other mechanical systems in the Leased Premises, in conformity with all rules and regulations of the hazard insurer and in neat, clean and good order, condition, maintenance and repair. Tenant shall also at its cost procure and maintain in the Leased Premises all safety appliances required by the hazard insurer to be maintained therein. Tenant shall replace any and all plate, window and other glass (structure or otherwise) in, on or about the Leased Premises, which may be broken or destroyed, with glass of the same or similar quality.

Section 12.02. Maintenance by Landlord.

Subject to the provisions of Articles XIX and XX and to the obligations of Tenant under the provisions of Section 12.01, the foundations, roof (excluding interior ceilings), exterior portions of the exterior walls (excluding store front and plate glass) and drainpipes of the Building shall be maintained by Landlord at its expense in good order, condition, maintenance and repair. Landlord shall not be deemed to have breached its obligation to make the repairs required of Landlord as set forth in this Section, or be liable for any damages resulting therefrom, unless Landlord fails to make the same within a reasonable period (taking into consideration the type of repair involved) after receiving notice from Tenant of the need therefore.

Section 12.03. Rules and Regulations.

Tenant agrees to comply with and observe the rules and regulations of Landlord. Landlord reserves the right, at any time, once or more often, by notice to Tenant, to amend or supplement said rules and regulations in a reasonable and non-discriminatory manner. In addition, Tenant agrees to comply with and observe the following rules and regulations:

- (a) Tenant shall keep the Leased Premises free and clear of rodents, bugs and vermin.
- (b) Tenant shall keep the display windows of the Leased Premises and the interior of the Leased Premises suitably illuminated during business hours .
- (c) Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require, a reputable heating and air conditioning service contractor to inspect the heating, air

conditioning and ventilating system servicing the Leased Premises and shall promptly perform the repair, replacement or maintenance work recommended by such contractor.

ARTICLE XIII
INSURANCE AND INDEMNITY

Section 13.01. Liability Insurance.

Tenant shall obtain [from an insurance company authorized to do business in the State of Missouri and which has a Best's Insurance Guide Rating of A+:VIII (an "**Authorized Carrier**")], and pay for a broad-form policy of commercial general liability insurance, including property damage, with respect to the Leased Premises and the business operated by Tenant and any other occupant of the Leased Premises, in which the limits of coverage shall not be less than \$2,000,000.00 (combined single limit bodily injury and property damage) which amount may be adjusted from time to time in the reasonable judgment of Landlord. Such policy shall also insure the performance by Tenant of the indemnity agreement set forth in Section 13.05. In addition to Tenant, the policy shall also name Landlord and any other person designated by Landlord and in privity with it, as an additional insured.

Section 13.02. Fire and Boiler Insurance.

(A) Tenant shall obtain from an Authorized Carrier and pay for so-called "all risk" fire and casualty insurance as written on the special forms, together with water damage and sprinkler leakage insurance, insuring the Leased Premises and all of Tenant's Property in the Leased Premises and all betterments, additions, repairs, improvements and alterations made to the Leased Premises by Tenant, in an amount equal to 100% of the replacement cost thereof. The Landlord shall be named as a loss payee and additional insured under the policy. The proceeds of such insurance for the repair, replacement and restoration of all betterments, improvements and alteration to the Leased Premises shall be held in trust by Landlord for use in repairing and restoring the items covered thereby; provided, however, that in the event that pursuant to Article XIX, the Leased Premises are not restored upon a casualty, Landlord shall be entitled to, and shall receive, all insurance proceeds for all tenant improvements to the Leased Premises. **At Landlord's option, the casualty policy shall be owned by Landlord but all premiums paid by Tenant as and when due under such policy.**

(B) Tenant shall obtain and pay for boiler broad form insurance covering fired pressure vessels and machinery of 10 or greater horsepower, if any, located in or exclusively servicing the Leased Premises, in an amount reasonably designated by Landlord, for and in the name of Tenant and Landlord as their respective interests may appear.

(C) Tenant shall obtain dram shop liability coverage in connection with its liquor sales and maintain the appropriate insurance to cover leaks in the petroleum fuel tanks and damage arising therefrom.

Section 13.03. Failure to Meet Requirements.

Tenant agrees to pay upon demand, as Additional Rent, any increases in premiums for insurance that may be charged during the Term on the insurance carried by Tenant on the Leased

Premises or Landlord resulting from the failure of Tenant to comply with the recommendations of the insurance carrier applicable to the Leased Premises.

Section 13.04. Certificates.

Unless Landlord is to be the owner of the insurance policy in question, Tenant, prior to delivery of possession of the Leased Premises to Tenant and prior to Tenant commencing any work in the Leased Premises, shall deliver to Landlord an "ACORD 27" certificate of insurance, evidencing that Tenant is maintaining in good standing the insurance required to be maintained by Tenant under Sections 13.01 and 13.02 above, and providing to Landlord that (a) insurance policies have been issued to Tenant in compliance with Sections 13.01 and 13.02 of this Lease, (b) specifically identifying Landlord as an additional insured and loss payee as required under this Article XIII, and (c) affirmatively stating that notice of policy termination or change in coverage will be given to Landlord at least 10 days prior to any such termination or change.

Section 13.05. Indemnification.

Tenant will, subject to the provisions of Section 13.06, indemnify and save harmless Landlord and its officers, agents and servants from and against any and all claims, actions, liability and expense in connection with loss of life, bodily injury and/or damage to property arising (i) from or out of any failure by Tenant to perform its obligations under this Lease and/or (ii) from any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant, its agents, employees, servants, subtenants, licensees or concessionaires, of the Leased Premises or any part thereof, unless the same be caused by the willful or negligent act or omission of Landlord, its agents, employees or servants.

Section 13.06. Waiver of Subrogation: Limitation of Liability.

(A) Anything in this Lease to the contrary notwithstanding, it is agreed that each party (the "**Releasing Party**") hereby releases the other (the "**Released Party**") from any liability which the Released Party would, but for this Section 13.06, have had to the Releasing Party during the term of this Lease, resulting from the occurrence of any accident or occurrence or casualty (i) which is or would be covered by a fire and extended coverage policy (with a vandalism and malicious mischief endorsement attached) or by a sprinkler leakage, boiler and machinery or water damage policy in the State (irrespective of whether such coverage is being carried by the Releasing Party), or (ii) covered by any other property damage insurance being carried by the Releasing Party at the time of such occurrence, which accident, occurrence or casualty may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees; PROVIDED, HOWEVER, the release hereinabove set forth shall become inoperative and null and void if the Releasing Party wishes to place the appropriate insurance with an insurance company which (y) takes the position that the existence of such release vitiates or would adversely affect any policy so insuring the Releasing Party in a substantial manner and notice thereof is given to the Released Party, or (z) requires the payment of a higher premium by reason of the existence of such release, unless in the latter case the Released Party within 15 days after notice thereof from the Releasing Party pays such increase in premium.

(B) Anything in this Lease to the contrary notwithstanding, it is agreed that Landlord shall not be liable for any damage arising from the willful or negligent act or omission of any other tenant or occupant of the Building or the Center.

ARTICLE XIV
UTILITIES

Section 14.01. Utilities.

(A) Tenant shall contract in its own name for and promptly pay all charges for electrical energy, gas, sewerage, telephone and any other utility used or consumed in the Leased Premises (other than any such utilities as are furnished by Landlord, if any), to the concern furnishing the same. If Landlord furnishes any utilities to the Leased Premises, Tenant shall reimburse Landlord monthly upon demand, for the cost incurred by Landlord in furnishing such utilities to the Leased Premises.

(B) Landlord shall not be liable in any way to Tenant or to any other party occupying any part of the Leased Premises for any failure or defect in the supply or character of water, electric energy or any other utility service furnished to the Leased Premises or to the Common Area (whether furnished by Landlord or by others), by reason of any requirement, act or omission of the public utility company serving the Center with electricity, water, or other utility service, or because of necessary repairs or improvements, or by reason of any cause referred to in Section 26.02. None of the same shall be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof, or render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease.

ARTICLE XV
ESTOPPEL CERTIFICATE: ATTORNMENT
PRIORITY OF LEASE: RIGHTS OF
MORTGAGEE

Section 15.01. Estoppel Certificate.

Tenant agrees, within 10 days after written request by Landlord, to execute, acknowledge and deliver to and in favor of any proposed mortgagee or purchaser of the Building, an estoppel certificate, in the form customarily used by such proposed mortgagee or purchaser.

Section 15.02. Mortgage of the Leased Premises.

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or deed of trust loan now or hereafter placed upon Landlord's interest in the Leased Premises and land of which the Leased Premises. Within ten (10) days following written request of any holder of any mortgage, deed of trust or security interest (hereinafter, "Lender"), Tenant shall subordinate its rights under this Lease to the lien of any mortgage or deed of trust. Notwithstanding the foregoing, if the Lender elects to have this Lease superior to its mortgage or deed of trust, then upon Lender's request, Tenant shall execute, acknowledge and deliver an instrument, in the form used by said Lender, effecting such priority. In the event proceedings are brought for foreclosure of, or the exercise of a power of sale under any such mortgagee or deed

of trust, Tenant shall, within ten (10) days following written request, attorn to the purchaser at any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. Tenant shall promptly (but in no event later than ten (10) days following request) execute, acknowledge and deliver such instruments as are required to effect the intent of this section.

Section 15.03. Rights of Landlord's Mortgagee.

Within 10 days after demand by the holder of any mortgage covering all of any part of the Leased Premises, Tenant shall execute, acknowledge and deliver an agreement in favor of and in the form customarily used by such encumbrance holder, by the terms of which Tenant will agree to give prompt notice to such encumbrance holder in the event of any casualty damage to the Leased Premises or in the event of any default on the part of Landlord under this Lease, and will agree to allow such encumbrance holder a reasonable length of time (taking into consideration for the purpose of determining such permitted length of time, any delays encountered by reason of any of the causes referred to in Section 26.02), after notice to cure or cause the curing of such default before exercising Tenant's rights of self-help under this Lease, if any, or terminating or declaring a default under this Lease. In addition, within 10 days after demand by the holder of any such mortgage, Tenant shall deliver to such encumbrance holder a current financial statement of Tenant, and Guarantor, if any, duly certified by an officer thereof.

ARTICLE XVI
ASSIGNMENT, SUBLETTING AND
CORPORATE OWNERSHIP

Section 16.01. Consent Required: Landlord's Rights to Assign.

(A) Tenant shall not voluntarily, involuntarily or by operation of law assign or encumber this Lease, in whole or in part, nor sublet all or any part of the Leased Premises without the prior consent of Landlord in each instance, which consent may be withheld in Landlord's sole discretion. The consent by Landlord to any assignment, encumbrance or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment, encumbrance or subletting. Notwithstanding any assignment or subletting, Tenant shall remain fully liable under this Lease and shall not be relieved from performing any of its obligations hereunder. As a condition to any assignment of this Lease by Tenant, which is permitted under this Lease, the assignee thereof shall be required to execute and deliver to Landlord an agreement, in recordable form, whereby such assignee assumes and agrees with Landlord to discharge all obligations of Tenant under this Lease.

(B) If Tenant shall request Landlord's consent to an assignment of this Lease and Landlord shall consent thereto, the assignee ("**Assignee**") shall pay directly to Landlord, as additional rent hereunder, at such times as the Assignee shall have agreed to pay Tenant, an amount equal to any consideration the Assignee shall have agreed to pay Tenant on account of such assignment. If Assignee shall fail to pay Landlord any such consideration when due, such failure shall constitute a default under this Lease.

(C) Tenant agrees to reimburse Landlord for reasonable attorney's fees incurred by Landlord in connection with the processing and documentation of any assignment, subletting,

license, concession, creation of a security interest, granting of a collateral assignment, change of ownership or other transfer under this Article or Article VII for which Landlord's consent is required or sought, it being agreed that Landlord shall not be required to take any action thereon until Landlord is paid such amount.

(D) If Landlord conveys or transfers its interest in the this Lease (which sale or transfer may be effected without Tenant's consent), upon such conveyance or transfer, Landlord (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of Landlord to be performed under this Lease from and after the date of such conveyance or transfer.

Section 16.02. Ownership.

If at any time during the term of this Lease, Tenant, whether directly or indirectly, voluntarily, by operation of law, or otherwise, allows or permits any sale or transfer (including by consolidation, merger or reorganization) of a majority of the voting stock or management control or membership interest of Tenant, or a change of present controlling executive management by management contract, license, franchise agreement or other arrangement, any such transfer shall, unless made with Landlord's prior consent, which consent may be withheld by Landlord in its sole discretion, be deemed an unauthorized assignment of this Lease and a default by Tenant under this Lease.

ARTICLE XVII
GOVERNMENTAL AND INSURANCE
REGULATIONS

Section 17.01. Governmental and Insurance Regulations.

Tenant shall, at Tenant's sole cost, comply with all of the requirements of all governmental authorities (including without limitation those requiring replacements, additions, repairs and alterations, structural or otherwise, and with all directions, rules, regulations and recommendations of the hazard insurer), now in force, or which may hereafter be in force, pertaining to (i) those portions of the Leased Premises Tenant is required to maintain pursuant to Section 12.01, (ii) all of Tenant's Property in the Leased Premises, and (iii) Tenant's use and occupancy of the Leased Premises.

Section 17.02. Environmental.

Tenant shall not (i) use, store, generate, treat, sell or dispose of any "Hazardous Substances" (hereinafter defined) in, on or about the Leased Premises or (ii) permit the use, storage, generation, treatment, selling or disposal of any Hazardous Substances in, on or about the Leased Premises except Hazardous Substances in such amounts and of such type as are commonly and customarily used in compliance with "Governmental Regulations" (hereinafter defined) in the operation of a convenience store with gas station. The term "**Hazardous Substances**" means any substances or substance now or hereafter designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation by any federal, state or local law, regulation, rule, statute or ordinance ("**Governmental**

Regulations"), including lead, asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contains dielectric fluid or other fluids containing levels of polychlorinated biphenyls in excess of 50 parts per million and petroleum products in any form. Tenant shall promptly comply with all Governmental Regulations now or hereafter pertaining to the use, discharge, handling, transportation, disposal, treatment, generation, storage, sale or presence on the Leased Premises of Hazardous Substances, except to the extent the same resulted solely from the act of Landlord. Tenant shall defend, indemnify and save Landlord, its partners, managers, agents and employees harmless from and against any and all damages, costs, expenses, claims, penalties and other liabilities (including reasonable attorneys' fees and the cost of any remedial or abatement activities) arising during the term or any time thereafter, directly or indirectly, from the use, discharge, handling, transportation, disposal, treatment, generation, storage, existence or sale of Hazardous Substances during the term in the Leased Premises, except to the extent such use, discharge, handling, transportation, disposal, treatment, generation, storage, existence or sale of Hazardous Substances resulted solely from the act of Landlord. Tenant's obligations under this Section shall survive the termination of this Lease.

ARTICLE XVIII
RESERVED

ARTICLE XIX
DESTRUCTION

Section 19.01. Destruction of Leased Premises.

(A) If the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance so as to become partially or totally untenable, the same, unless this Lease is terminated as provided in paragraph (B), shall be repaired and restored by Tenant with due diligence and Tenant shall be required to complete the repair and restoration of the Leased Premises and pay any deductible due with respect to the insurance policy(ies) providing the insurance proceeds for repair.

(B) If the Leased Premises are damaged or destroyed and Landlord determines that it will not receive sufficient insurance proceeds to complete the required repair or restoration then Landlord shall have the option to cancel this Lease as of the date of the occurrence by giving notice to Tenant of its election to do so within 30 days after such occurrence. If Landlord exercises its right to terminate this Lease, then this Lease shall cease, effective as of the date of such damage or destruction, and all rent and other charges payable by Tenant shall be adjusted as of that date.

(C) If the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and if this Lease is not terminated as set forth in paragraph (B), then (and as Tenant's sole right against Landlord by reason of such damage or destruction), the Rent shall be reduced based on the decline in Gross Receipts collected due to the casualty loss during any period in which the Leased Premises are rendered wholly or partially untenable to the extent such damage or destruction interferes with the operation of Tenant's business in the Leased Premises.

(D) Except as set forth in paragraph (C) of this Section, there shall be no abatement or reduction in the rent or other charges payable under this Lease in the event of any damage or destruction of the Leased Premises on account of any casualty, notwithstanding any law or statute to the contrary.

ARTICLE XX
EMINENT DOMAIN

Section 20.01. Condemnation.

(A) If the whole of the Leased Premises shall be condemned by eminent domain for any public or quasi-public use or purpose or be conveyed in lieu thereof, or if a part of the Leased Premises shall be so acquired or condemned, and if such partial taking or acquisition renders the Leased Premises unsuitable for the business of Tenant, then and in either such event the term of this Lease shall terminate as of the date possession shall be taken by the acquiring authority, and rent and other charges shall be adjusted as of the date of such termination. In the event of a partial taking or acquisition which is not extensive enough to render the Leased Premises unsuitable for the business of Tenant, Landlord's obligation to pay for restoration Leased Premises shall be limited to condemnation proceeds received by Landlord offset against any costs and expenses incurred by Landlord in connection with such condemnation, including any reasonable attorney's fees), and Tenant shall be required to complete with due diligence the restoration of the Leased Premises using such proceeds.

(B) In the event of any condemnation or conveyance in lieu thereof the Leased Premises, whether whole or partial, Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired term, and Tenant shall not be entitled to any part of the compensation or award, whether paid as compensation for diminution in value to the leasehold or to the fee of the Leased Premises, and Landlord shall receive the full amount thereof, Tenant hereby waiving any right to any part thereof and assigning to Landlord its interest therein; PROVIDED, HOWEVER, to the extent the amount recoverable by Landlord, as hereinabove set forth, is not diminished thereby, Tenant shall have the right to claim and recover from the condemning authority (but not from Landlord) such compensation as may be separately awarded to Tenant in Tenant's own name and right on account of all damage to Tenant's business by reason of the condemnation and any cost which Tenant may incur in removing Tenant's Property from the Leased Premises; PROVIDED, FURTHER, Tenant's rights to recover under this paragraph shall be subordinate to the rights of Landlord's first mortgagee.

ARTICLE XXI
TENANT'S DEFAULT AND BANKRUPTCY;
OWNER'S LIEN; SECURITY DEPOSIT

Section 21.01. Default by Tenant.

The following shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Section 21.02 below:

(a) If the Annual Minimum Rent, Percentage Rent, Additional Rent, or any other charge payable by Tenant under this Lease shall be unpaid on the date payment is required by the terms hereof and shall remain so for a period of five (5) days after Landlord gives Tenant notice of such default;

(b) If Tenant fails to perform any of the other terms, conditions, covenants and obligations of this Lease to be observed and performed by Tenant for more than fifteen (15) days after Landlord gives Tenant notice of such default (it being agreed that a default, other than the failure to pay money, which is of such a character that rectification thereof reasonably requires longer than said fifteen (15) day period, shall be deemed cured within such period if Tenant commences the rectification thereof within such fifteen (15)-day period and completes the same with due diligence);

(c) If Tenant shall vacate or abandon the Leased Premises;

(d) If Tenant suffers this Lease to be taken under any writ of execution, attachment or other process of law;

(e) If this Lease shall by operation of law devolve upon or pass to any other party other than a party, if any, to whom Tenant is authorized to assign this Lease by the provisions of Section 16.01;

(f) (i) making by Tenant or any guarantor of this Lease ("Guarantor") of any general assignment for the benefit of creditors, (ii) filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within sixty (60) days), (iii) appointment of trustee or receiver to take possession of substantially all of Tenant's assets located in the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (3) days, (iv) Tenant's or any Guarantors insolvency or admission of an inability to pay its debts as they mature; or

(g) If Tenant shall have been notified of its default under this Lease more than three (3) times in any Lease Year.

Upon an Event of Default, Landlord shall have, besides its other rights or remedies at law or in equity or under this Lease, the following immediate rights:

(h) If Tenant shall have abandoned the Leased Premises, at its option, without terminating this Lease, to change the locks on the doors to the Leased Premises and exclude Tenant therefrom.

(i) At its option, by notice to Tenant, to terminate this Lease. Upon the service of such notice of termination, the term shall automatically terminate.

(j) At its option, by notice to Tenant, to terminate Tenant's right to possession of the Leased Premises without termination of this Lease.

(k) Upon (i) any termination of this Lease, whether by lapse of time or by the exercise of any option by Landlord to terminate the same or in any other manner whatsoever, or (ii) any termination of Tenant's right to possession without termination of this Lease, Tenant shall immediately surrender possession of the Leased Premises to Landlord and immediately vacate the same, and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to surrender possession and vacate as aforesaid, Landlord may forthwith re-enter the Leased Premises, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction, conversion or forcible entry and without thereby waiving Landlord's rights to rent or any other rights given Landlord under this Lease or at law or in equity. If Tenant shall not remove all effects from the Leased Premises as hereinabove provided, Landlord may, at its option, remove any or all of such effects in any manner it shall choose and store the same without liability for loss thereof, and Tenant shall pay Landlord, on demand, any and all expenses incurred in such removal and also storage of such effects for any length of time during which the same shall be in Landlord's possession or in storage. No re-entry or taking possession of the Leased Premises by Landlord, as provided in clauses (i) and (iii) of this paragraph, shall be construed as an election on its part to terminate this Lease unless a notice of such intention is given to Tenant (all other demands and notices of forfeiture or other similar notices being hereby expressly waived by Tenant). Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach in the manner provided in this Section.

(l) At its option, to make such alterations and repairs as Landlord shall determine may be reasonably necessary to relet the Leased Premises, and to relet the same or any part thereof for such term or terms (which may be for a term extending beyond the term) and upon such terms and conditions as Landlord in its sole discretion may deem advisable. Upon each reletting, all rentals received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent or other amounts due under this Lease from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations and repairs, each of which fees and costs shall be reasonable in amount; and third, to the payment of Rent and other amounts due and unpaid hereunder. In no event shall Tenant be entitled to receive any surplus of any sums received by Landlord on a reletting in excess of the rental and other amounts payable hereunder. If such rentals and other amounts received from such reletting during any month are less than those to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord (notwithstanding the fact that Landlord may have received rental in excess of the rental and other amounts payable hereunder in previous or subsequent months), such deficiency to be calculated and payable monthly.

(m) At its option, to collect from Tenant any other loss or damage which Landlord may sustain by reason of any breach and any diminished value of the Leased Premises resulting from such breach.

(n) If Landlord terminates this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate Landlord's damages except to the extent required by applicable law. If Landlord has not terminated this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate under any circumstances and may permit the Leased Premises to

remain vacant or abandoned. If Landlord is required by applicable Law to mitigate damages under this Lease: (a) Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Center, (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Center before reletting all or any portion of the Leased Premises, and (c) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Leased Premises during such period

(o) Landlord shall at all times have the right without prior demand or notice except as required by applicable law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond in connection therewith, and (ii) sue for and collect any unpaid Rent which has accrued. Notwithstanding anything to the contrary contained in this Lease, to the extent not expressly prohibited by applicable law, in the event of any default by Tenant, Landlord may terminate this Lease or Tenant's right to possession and accelerate and declare that all Rent reserved for the remainder of the Term shall be immediately due and payable (in which event, Tenant's obligations for Percentage Rent, Operating Costs, and other charges herein that would have accrued thereafter shall be projected based on Tenant's average annual Gross Receipts for the thirty-six (36) months (or lesser period, if 36 months of the Term have not expired) preceding Tenant's default; provided the Rent so accelerated shall be discounted in accordance with accepted financial practice at the rate of 4% per annum to the then present value, and Landlord shall, after receiving payment of the same from Tenant, be obligated to turn over to Tenant any actual net reletting proceeds (net of all Costs of Reletting) thereafter received during the remainder of the Term, up to the amount so received from Tenant pursuant to this provision.

Section 21.02. Legal Expenses; Remedies Cumulative.

(A) In case suit shall be brought because of the breach of any agreement or obligation contained in this Lease on the part of Tenant or Landlord to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefore, including reasonable attorney's fees.

(B) Landlord's rights and remedies shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon Landlord under this Lease shall not be deemed to be exclusive of any other right or remedy it may have.

Section 21.03. Landlord's Right to Cure Defaults.

If Tenant fails to perform any agreement or obligation on its part to be performed under this Lease, Landlord shall have the right (i) if no emergency exists, to perform the same after giving 15 days' notice to Tenant; and (ii) in any emergency situation, to perform the same immediately without notice or delay. For the purpose of rectifying Tenant's defaults as aforesaid, Landlord shall have the right to enter the Leased Premises. Tenant shall on demand reimburse Landlord for the costs and expenses incurred by Landlord in rectifying Tenant's defaults as aforesaid, including reasonable attorneys' fees. Except for gross negligence by

Landlord, Landlord shall not be liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to Tenant or anyone holding under Tenant for any action taken by Landlord pursuant to this Section. Any act or thing done by Landlord pursuant to this Section shall not constitute a waiver of any such default by Tenant or a waiver of any covenant, term or condition herein contained or the performance thereof.

ARTICLE XXII
ACCESS BY LANDLORD

Section 22.01. Right of Entry.

(A) Landlord and its designees shall have the right to enter the Leased Premises for all lawful purposes (including, without limitation, the right to show the Leased Premises to prospective purchasers, and, during the last six months of the term, the right to show the Leased Premises to prospective tenants) and to whatever extent necessary or appropriate to enable Landlord to exercise all of its rights under this Lease (including without limitation the right to perform certain provisions of this Lease on Tenant's behalf as set forth in Section 21.04) and to carry out all of Landlord's obligations hereunder. Landlord and Landlord's representatives shall also have the right to enter the Leased Premises and to erect scaffolding and barricades around the same (but not so as to preclude entry thereto) in order to make such repairs, alterations, improvements and additions to the foundation and roof of the Leased Premises as Landlord may deem necessary or desirable (and Landlord shall be allowed to take all equipment and material upon the Leased Premises which may be required therefore), but Landlord shall use reasonable efforts consistent with accepted construction practice to minimize interference to Tenant's business caused by reason thereof. The exercise by Landlord of its rights of entry and other rights granted under this paragraph shall not constitute an eviction of Tenant and the Rent payable under this Lease shall not abate by reason thereof.

(B) Nothing in this Section shall be construed to impose upon Landlord any obligation whatsoever for the care, maintenance or repair of the Leased Premises.

ARTICLE XXIII
LANDLORD'S LIABILITY

Section 23.01. Limitations on Liability.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate of Landlord in the Leased Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed or performed by Landlord, subject, however, to the prior rights of the holder of any mortgage covering the Leased Premises, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim, and Landlord shall not be liable for any such default or breach except to the extent of Landlord's estate in the Leased Premises.

ARTICLE XXIV
HOLDING OVER; SUCCESSORS

Section 24.01. Holding Over.

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a tenant from month to month, at twice the Annual Minimum Rent for the last Lease Year (based on the Gross Receipts of the last year of the Term) of the term, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

Section 24.02. Successors; Joint Liability.

All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may be otherwise herein provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein contained. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been made in accordance with the provisions set forth in Section 16.01.

ARTICLE XXV

Section 25.01. Option To Purchase/Triple Net Lease/Change in Percentage Rent.

At any time during the Term but in any event not later than November 30, 2022 , Tenant shall be **required** to elect to do one of the following: (a) Purchase the Leased Premises for \$2,000,000, (b) enter into a triple net lease with Landlord on the rent terms set out below or (c) extend the term of this Lease by one additional year and increase the Percentage Rent rate to 10% for the remaining portion of the Term (including the one year extension thereof). If Tenant fails to notify Landlord prior to December 1, 2022 Landlord shall be entitled to either (a) select one of such options for Tenant or (b) declare an Event of Default and exercise any of its remedies hereunder for an Event of Default including but not limited to, termination of this Lease.

Section 25.02. If Tenant elects to exercise its Option to Purchase the Leased Premises for \$2,000,000 (the "Option"), then the Tenant shall exercise the Option by giving Landlord thirty (30) days' written notice of Tenant's election to purchase the Leased Premises (the "Option Notice"). The Option Notice may be given at any other time during the Term of the Lease, so long as it is given prior to December 1, 2022. The Option Notice shall designate the date for Closing (the "Option Closing Date") of the exercise of the Option. The Option Closing Date may not be more than forty-five (45) days after the giving of the Option Notice. Giving of the Option Notice shall not release Tenant from the obligation to perform any of its obligations under the Lease unless and until the Closing has actually occurred.

Section 25.03. Taxes and Rent Proration. General taxes and special assessment installments for the year of Closing shall be prorated between the Tenant and the Landlord. Annual Minimum Rent for the month in which Closing occurs shall be prorated on a per diem basis for such month. Tenant may elect to take over the property and casualty insurance if allowed by the insurer.

Section 25.04. Closing and Possession. Tenant agrees to make final settlement on or before the Option Closing Date. If Tenant fails to so close on or before the Option Closing Date, then Tenant shall be deemed to have waived any right to exercise this Option in the future except with the express written consent of Landlord. In addition, if Tenant elected to exercise its Option but then failed to make final settlement on or before the Option Closing Date (as it may have been extended), Landlord may, at its option, deem Tenant to be in default under the terms of this Lease and exercise all remedies available to Landlord in the event of such Tenant default.

Section 25.05. Title Insurance. Tenant may obtain at its expense an owner's title insurance policy in the amount of the Purchase Price of the Leased Premises from a company authorized to insure titles in Missouri (the "Title Company"), insuring a merchantable fee simple title in the Tenant as of the date of the recording of the Deed. Tenant shall be responsible for all arrangement with a title company to issue a title commitment for said policy. The Tenant shall notify the Landlord in writing of any valid objections to the title within fifteen (15) days after the receipt of the said title commitment and the Landlord shall then have a reasonable time but not exceeding twenty (20) days, in which to cure the title objections. Tenant shall have no right to object to any title matters in existence as of the Commencement Date or title matters caused by Tenant or which arose during Tenant's occupancy of the Leased Premises other than voluntary liens and encumbrances granted by Landlord or a lien for unpaid taxes. In any such cases where there are objections to the title at the time of Closing, Closing shall be extended accordingly. In the event title objections cannot be satisfied within the twenty (20) days provided above, the Tenant may elect to waive such objections. If Tenant does not waive objections, Tenant's Option shall be deemed terminated.

Section 25.06. Delivery of Deed. The Landlord shall deliver a special warranty deed (the "Deed") to the Tenant, at the Closing. The Deed shall be properly executed and convey said Leased Premises, free and clear of all liens and encumbrances granted by Landlord, except as herein assumed, as of the date of Closing. Tenant shall then and there pay the balance of the Purchase Price as set forth above. This Lease shall terminate as of the Closing and each party shall release the other from any further liability under this Lease.

Section 25.07. Survey. Tenant may obtain a survey, at Tenant's expense, prior to the Closing. If Tenant elects not to obtain a survey, it is understood and agreed that neither Landlord nor its agents and representatives shall not be held responsible for any defect, encroachments, overlaps, boundary line disputes, acreage and any other matters which would be disclosed by a survey.

Section 25.08. Option Fees. **Concurrent with execution of this Lease, Tenant shall pay to Landlord One Thousand and No/100 Dollars (\$1,000) as the option fee ("Option Fee").**

Section 25.09. Commissions. There will be no commissions due with respect to the exercise of the Option by Tenant. Each party agrees to indemnify and hold the other party harmless from any loss, liability, damage, cost or expense, including, without limitations, reasonable attorneys' fees, actually paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with the Tenant's exercise of its Option by any party claiming by, through or under the indemnifying party.

Section 25.10. Triple Net Lease Terms. If Tenant elects not to purchase the Leased Premises but to enter into a Triple Net Lease the lease shall be on the terms set out herein except there shall be no Percentage Rent and Annual Minimum Rent shall be based on the following schedule:

- (A) Year 1 \$11,500 per month
- (B) Year 2 \$12,000 per month
- (C) Years 3-5 \$14,000 per month
- (D) Years 6-10 \$16,000 per month

The Triple Net Lease shall be an absolutely triple net lease with Landlord begin no responsibility for any repairs or replacements of any sort to the Leased Premises and Tenant responsible for all real estate taxes and assessments.. The term of the Triple Net Lease shall commence thirty (30) days after Tenant elects to enter into the Triple Net Lease by not later than January 1, 2023.

Section 25.10 If Tenant does not elect to purchase the Leased Premises or enter into the ten (10) year Triple Net Lease, then Tenant and Landlord shall extend the term of this Lease for one additional year (ending December 31, 2023) but the Percentage Rate shall be 10%. In such event, the Tenant’s right to purchase the Leased Premises or enter into the Triple Net Lease on the terms set out herein shall terminate unless the Landlord consents otherwise in writing.

Section 25.11. If Tenant either elects to purchase the Leased Premises or to enter into the ten (10) year Triple Net Lease, then in connection with the closing of the purchase or the commencement of the Triple Net Lease, Tenant shall also, as a condition to either the purchase or the lease, enter into a new fuel supply contract with World Fuel and shall arrange for Landlord to be released from its current fuel supply contract with World Fuel at no cost to Landlord. At no time prior to entering into a new fuel supply contract with World Fuel may Tenant re-brand the fuel being sold at the Leased Premises.

ARTICLE XXVI
WAIVER; NOTICES; DEFINITIONS

Section 26.01. Waiver.

The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the party charged therewith.

Section 26.02. Force Majeure.

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles,

inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not (a) operate to excuse Tenant from prompt payment of Annual Minimum Rent, Percentage Rent or any other payment required by the terms of this Lease, except as the same may excuse a delay in opening the Leased Premises as required under Section 1.03, and (b) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.

Section 26.03. Notices and Payments.

(A) Whenever any notice, consent, approval or authorization (for the purposes of this Section, a "**Notice**") is required or permitted under this Lease, the same shall be in writing, and all oral notices, consents, approvals and authorizations shall be of no effect. All Notices by Tenant to Landlord shall be sent to Landlord by registered or certified mail (return receipt requested), postage prepaid, or by recognized overnight courier (such as Federal Express) to Landlord at the "Address of Landlord" designated in A-1 of the Basic Lease Provisions. Until Landlord is notified otherwise by Tenant, all Notices by Landlord to Tenant shall be deemed to have been duly given if sent by registered or certified mail (returning receipt requested), postage prepaid, or by recognized overnight courier (such as Federal Express) to Tenant at the "Address of Tenant" designated in A-1 of the Basic Lease Provisions.

(B) All Notices shall be effective upon being deposited in the United States mail or sent by overnight courier in the manner prescribed in paragraph (A) of this Section. However, the time period in which a response to any such Notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt of the Notice. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

Section 26.04. Definitions.

(A) The term "**Fiscal Year**" shall mean a period of twelve (12) consecutive full calendar months. Commencing on January 1 and ending on December 31.

(B) The term "**Interest Rate**" shall mean a rate of interest, per annum, equal to the lesser of (i) the highest lawful rate of interest that may be charged Tenant under the laws of the State of Missouri or (ii) four percent (4%) in excess of the "Base Rate" of UMB Bank, N.A., (or its successor), determined as of the date any rent, additional rent or other payment under this Lease is due and for which interest at the Interest Rate is charged. The term "Base Rate" shall mean the composite "Prime Rate" as reported in the Wall Street Journal from time to time as representing the prime rate on corporate loans at large U.S. money center commercial banks; provided, that if any time the Wall Street Journal shall cease to report said Prime Rate, then thereafter "Base Rate" shall mean the interest rate per annum announced from time to time by UMB Bank, N.A. as its corporate base rate or prime rate, whether or not such Base Rate is

announced to the general public. The Base Rate is not necessarily the lowest, or a favored, rate of interest charged by UMB Bank, N.A..

(C) The term "**Lease Year**" shall mean a period of twelve (12) consecutive full calendar months, beginning on the Commencement Date and ending on the day preceding the first anniversary of such date, except that if the term does not begin on the first day of the month, the first Lease Year shall end on the last day of the month in which the first anniversary occurs (e.g., if the Commencement Date is September 20, 2006, the first Lease Year shall end on September 30, 2007).

(D) The term "**Tenant's Proportionate Share**" shall mean 100%.

(E) The word "**State**" shall mean the State of Missouri.

(F) The word "**Tenant**" shall mean each and every person or party mentioned as Tenant herein.

(G) The word "**Guarantor**" shall mean any person, trust, partnership, corporation or other entity which has undertaken, by separate instrument, endorsement on this Lease or in any other manner, to warrant, agree or guarantee that the obligations of Tenant, or any portion thereof, shall be performed by Tenant.

Section 26.05. Brokers.

Tenant represents and warrants to Landlord that it has had no dealings with any broker or agent in connection with this Lease and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, liabilities or expenses (including reasonable attorney's fees) imposed upon, asserted or incurred by Landlord as a consequence of any breach of this representation.

Section 26.06. Survival of Tenant's Obligations.

All obligations of Tenant which by their nature involve performance, in any particular, after the end of the term, or which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

Section 26.07. Applicable Law.

The laws of the State shall govern the validity, performance and enforcement of this Lease.

Section 26.08. Trial by Jury Waiver.

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises.

Section 26.09. Consent to Service.

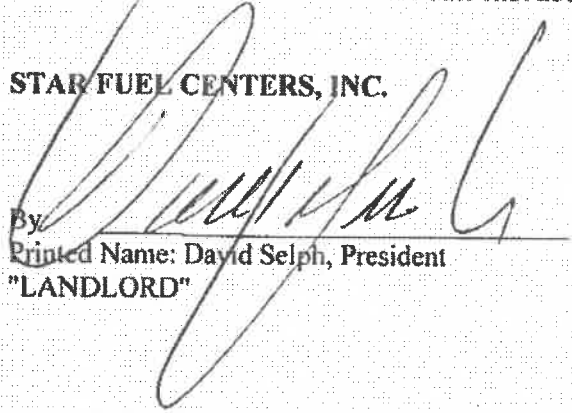
Tenant agrees that any action brought in connection with this Lease shall be maintained in any court of competent jurisdiction in Jackson County, Missouri. Tenant hereby appoints Landlord as agent for the purpose of accepting service of any process within the State of Missouri, subject only to the condition that Landlord promptly send Notice of such process to Tenant at the Address of Tenant set forth in the Basic Lease Provisions.

THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT

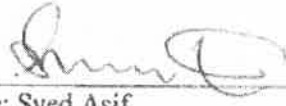
THIS LEASE AND THE EXHIBITS AND RIDER, IF ANY, ATTACHED HERETO, IS THE COMPLETE AGREEMENT BETWEEN OWNER AND TENANT CONCERNING THE LEASED PREMISES AND THE CENTER. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES OR REPRESENTATIONS BETWEEN OWNER AND TENANT AFFECTING THIS LEASE. ALL PRIOR NEGOTIATIONS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE LEASED PREMISES AND THE CENTER SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS LEASE.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

STAR FUEL CENTERS, INC.

By: 
Printed Name: David Selph, President
"LANDLORD"

JAM & NEEL EXPRESS, LLC

By: 
Printed Name: Syed Asif
Title: *Managing Officer*

"TENANT"

EXHIBIT A
GUARANTY OF LEASE

THIS GUARANTY is given as of this ____ day of December, 2020, by Syed Asif with an address at 15470 East Highway 40, Suite C, Kansas City MO 64136 (the "Guarantor"), to Star Fuel Center, Inc. ("Landlord").

WITNESSETH:

In order to induce Landlord to demise to Jam & Neel Express LLC (hereinafter with its successors and assigns to be referred to as "Tenant"), the premises 17601 East 32nd St S, Independence MO 64057 Missouri pursuant to a lease of even date herewith (the "Lease"), Guarantor agrees as follows:

1. That it does hereby unconditionally and absolutely guarantee to Landlord the full, prompt and complete payment by Tenant of the rent and all other sums payable by Tenant under the Lease and the full, prompt and complete performance by Tenant of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant.

2. That it does hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to Tenant, and it also waives any demand for or notice of default of the payment of rent and other sums payable by Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by Tenant; and Guarantor does further expressly hereby waive any legal obligation, duty or necessity for Landlord to proceed first against Tenant or to exhaust any remedy Landlord may have against Tenant, it being agreed that in the event of default or failure of performance in any respect by Tenant under the Lease, Landlord may proceed and have right of action solely against either Guarantor or Tenant or jointly against Guarantor and Tenant.

3. That any modification, amendment, change or extension of any of the terms, covenants or conditions of the Lease which Tenant (which term shall include, without limitation, a trustee in bankruptcy) and Landlord may hereafter make; or any forbearance, delay, neglect or failure on the part of Landlord in enforcing any of the terms, covenants, conditions or provisions of the Lease, or any assignment of the Lease by Tenant (whether voluntarily or by operation of law), shall not in any way affect, impair or discharge Guarantor's unconditional liability to Landlord hereunder, nor shall Guarantor's liability hereunder be impaired, affected or discharged by any act done or omitted to be done or by any waiver by either Landlord or Tenant, notwithstanding that Guarantor may not have consented thereto or may not have notice or knowledge thereof.

4. That this Guaranty shall continue from the date hereof through and including the term of the Lease and until Tenant has fully discharged all its obligations thereunder, and that this Guaranty shall not be diminished by any payment of rent or performance of the terms, covenants or conditions of Tenant by Guarantor, until each and all of Tenant's obligations

under the Lease have been fully discharged. If the term of this Guaranty shall be a period which is less than the term of the Lease, and if, on the date on which this Guaranty would otherwise expire, Tenant shall be in default in the payment or performance of any of Tenant's obligations under the Lease, then, in such event, the term of this Guaranty shall not expire but shall continue until such time as Tenant's default(s) shall have been cured and Tenant shall no longer be in default of any of Tenant's obligations under the Lease.

5. That in the event Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, liquidation, or for the adjustment of debts of an individual with regular income or for similar or other relief under any present or future provision of the Bankruptcy Code (Title 11 U.S.C. §101 et seq.) ("Bankruptcy Code"), or if an involuntary case under any chapter of the Bankruptcy Code shall be commenced against Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver or trustee of all or part of its property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected as between Landlord and Tenant, Guarantor and Landlord shall be deemed to have automatically and without the execution of any confirmatory agreement, to have entered into a new lease for the balance of the term of the Lease remaining as of the date of such termination or rejection, on the same terms, covenants and conditions as are set out in the Lease and the new lease shall continue in full force and effect in accordance with its terms as a lease between Landlord and Guarantor (as Tenant). Guarantor's obligation to enter into the new lease as aforesaid shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code or other statute, or from the decision of any court. PROVIDED, HOWEVER, nothing set forth in this paragraph shall be construed to affect or limit Landlord's rights or remedies under the Lease or any law which may be applicable by reason of the occurrence of any of the events referred to in this paragraph.

6. That Guarantor shall not be entitled to make any defense against any claim asserted by Landlord in any suit or action instituted by Landlord to enforce this Guaranty or the Lease or be excused from any liability hereunder except those defenses or excuses which Tenant could make or invoke, and Guarantor hereby expressly waives any defense in law or in equity which is not or would not be available to Tenant, it being the intent hereof that the liability of Guarantor hereunder is primary and unconditional.

7. That in the event suit or action be brought upon and in connection with the enforcement of this Guaranty, the losing party shall pay reasonable attorneys' fees and all court costs incurred by the prevailing party.

8. That if the Lease is assigned as provided in the Lease or pursuant to the provisions of Code, this Guaranty shall remain in full force and effect to guarantee all of the obligations of the assignee the same as if such assignee had been the original Tenant under the Lease.

9. That this Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord and its successors and assigns.

10. That if more than one party executes this Guaranty, the term "Guarantor" as used herein shall be deemed and taken to mean all parties who execute this Guaranty, whose obligations hereunder shall be joint and several.

11. That the officers signing for any corporate Guarantor do hereby certify that the same is a corporation duly organized, legally existing and in good standing under the laws of the State in which it is incorporated, and that the execution of this Guaranty has been authorized by appropriate action of its Board of Directors.

12. Guarantor agrees that any action brought in connection with this Guaranty shall be maintained in any court of competent jurisdiction in Jackson or Clay County, Missouri. Guarantor agrees to, and hereby does, waive the defenses of forum non conveniens or improper venue with respect to any action brought in connection with this Lease.

13. THAT GUARANTOR HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.

Executed the date first above written.

By: 
Name: Syed Asif

"Guarantor"



STATE OF MISSOURI
DIVISION OF ALCOHOL AND TOBACCO CONTROL
TEMPORARY LICENSE

	Date Issued 02/01/2021	Date Expired 02/11/2021
THIS IS TO CERTIFY THE TEMPORARY LICENSE IS IN EFFECT AT:		
LICENSEE NAME JAM AND NEEL EXPRESS LLC	DBA IN & OUT EXPRESS	PHONE NUMBER (816) 786-8815
ADDRESS 17601 E 32ND ST., S	CITY INDEPENDENCE	STATE MO
		ZIP CODE 64057
FOR	TYPE OF LICENSE OPL/SOP/OPT	NUMBER (IF AVAILABLE) 273551/273552/273553
<p>This Temporary License grants the above licensee the privilege to engage and carry on the business that the original permit authorizes, for a period of ten (10) days from the date of issuance. This Temporary License has been issued for good cause in accordance with 11 CSR 70-2.020(15).</p>		
NAME OF MANAGING OFFICER SYED M ASIF		MANAGING OFFICER PHONE NUMBER (816) 786-8815
<p>OTHER COMMENTS OR SPECIAL CONDITIONS: ALL OF A ONE STORY BUILDING, 17601 E 32ND ST. S., INDEPENDENCE, MO. *****ORIGINAL LICENSE WAS MAILED*****</p>		
SPECIAL AGENT SIGNATURE <i>Mark A. Cassady</i>		DATE SIGNED 02/01/2021
STATE SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL <i>Dorothy (Dottie) Taylor</i>		DATE SIGNED 02/01/2021
<p>MISSOURI DIVISION OF ALCOHOL AND TOBACCO CONTROL 1738 EAST ELM STREET, LOWER LEVEL JEFFERSON CITY, MISSOURI 65101 Telephone (573) 751-2333 or Fax (573) 526-4540</p>		