

# RICHARD T. BRYANT & ASSOCIATES, P.C.

A T T O R N E Y S   A T   L A W

HARZFELD'S BUILDING  
1111 MAIN STREET, SUITE 750  
KANSAS CITY, MISSOURI 64105

PHONE (816) 221-9000  
FACSIMILIE (816) 221-9010  
E-MAIL: DICK2479@aol.com

January 19, 2021

Ms. Angela Miller  
Business License Compliance Officer  
City of Independence, Missouri  
111 E. Maple Avenue  
Independence, Missouri 64050

Re: 11805 East 23<sup>rd</sup> Street (previously licensed site)

Dear Angela:

This is another change in licensing suggested by the partys' accountants. Truman Mart LLC has been approved for some time with Kewal Singh as the sole member of the LLC. That entity owns the real estate and is the currently licensed entity. I'm advised that construction of the store is to take place late Spring or early Summer. This application merely establishes a new license for a company solely owned by the wife of Kewal Singh.

Enclosed please find:

- Copies of the current business license and the most current copy I have of the liquor license that was first approved in 2018
- This application is for a P1 and P2 license and our check in the amount of \$450 is enclosed
- A bill of sale is attached
- The intent to sell form is attached
- The creditors affidavit is attached
- A lease is attached
- The managing officer appointment form is attached
- The 2553 election form is attached showing only one member
- The operating agreement is attached
- The Articles of Organization, Good Standing Certificate, and Fictitious Name

Registration form is included

- A Certificate of Organization is included
- A picture of the applicant is included
- Pictures, site plans, surveys, diagrams from the original file are provided
- Drivers license, tax receipt, passport, social security card, naturalization certificate and voter certificate are included

ANDREW S. TALGE  
Licensed in Kansas, Missouri  
andrewtalge@gmail.com

RICHARD T. BRYANT  
Licensed in Iowa, Kansas,  
Missouri, Washington, D.C.,  
Superior Court of the U.S. Virgin Islands  
DICK2479@aol.com

Ms. Angela Miller

January 19, 2021

Page 2

- The alcohol certification form is included
- The inventory percentage form is included
- Fees are provided
- Please accept this letter as the letter of explanation—the accountant for Kewal Singh and his wife suggested this transfer of ownership would be advantageous for the parties. Kewal Singh remains property owner, through Truman Mart LLC, and the property is leased to his wife, through her company Manmeet Enterprises LLC. Construction of the store continues as approved by the city.

- Business license information is included
- Criminal History information is included
- The application is submitted in duplicate
- The personal information form is in duplicate

I'm selecting an arbitrary date of March 1, 2021 for license commencement.

Let me know if I can provide further information!

Thanks as always.

Sincerely,



Richard T. Bryant  
For the Firm

Enclosures



**INDEPENDENCE**  
★ COMMUNITY DEVELOPMENT ★

**AFFIDAVIT**

Application is hereby being made for a license to SELL xxx or

MANUFACTURE \_\_\_\_\_

RETAIL \_\_\_\_\_ WHOLESALE \_\_\_\_\_

DATE TO BEGIN SALES 3/1/2021

- \_\_\_\_\_ Intoxicating Liquor by Drink
- \_\_\_\_\_ Malt Liquor/Wine by Drink
- \_\_\_\_\_ Malt Liquor by Drink
- xxxxxxx Intoxicating Liquor by Package
- \_\_\_\_\_ Malt Liquor/Wine by Package
- \_\_\_\_\_ Malt Liquor by Package
- xxxxxxxxx Package Malt Liquor by Package
- \_\_\_\_\_ Package Sunday Sales
- \_\_\_\_\_ Liquor Tasting
- \_\_\_\_\_ Domestic Winery

As Sole Owner \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC xxx

Business Name Truman Mart 1 Address 11805 East 23rd Street South, Ind MO Phone 917-856-3982

1. What type of business is the license for? C STORE WITH PACKAGED FOOD, LIQUOR, TOBACCO, GASOLINE
2. Provide dimensions or square footage of the building, outdoor patio and include any other areas in which alcoholic beverages may be stored 4600
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? from husband's company Truman Mart LLC
5. Date of purchase 1/19/2021 Purchase price \$1.00
6. Amount of down payment NA Balance due \$1.00
7. Balance due upon approval or chatte| full payment
8. Effective date of possession upon license approval
9. Name and address of mortgage holder none  
Terms of repayment NA
10. Did you assume any debts not listed above in connection with the operation of said business? no  
If so, give full details store remains under construction to be completed Spring 20021
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 Truman Mart LLC which has as it's sole member, my husband Kewal Singh is leasing the store to my company for 5 years with options, at \$10,000 per month
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? See 11 above

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? Yes If so, give details Truman Mart LLC, K & L Petroleum JK Petroleum LLC
14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? lease held If so, give details lease held by husbands company which previously was to operate the store
15. State names and addresses or 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? no If so, state details NA
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? na If so, state details \_\_\_\_\_
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? no If so, state details NA
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

**IF BUSINESS IS OWNED BY INDIVIDUAL, COMPLETE THE FOLLOWING:**

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

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**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:

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

22. Name, address, and telephone number of corporation or LLC: MANMEET ENTERPRISES LLC  
8051 N DENVER, KANSAS CITY MO 64119 917-856-3982

23. State in which incorporated or organized MO Date of incorporation or organization 1/14/2021

24. Amount of paid-in capital NA Authorized capital NA

25. Names and addresses of president, vice-president, treasurer and secretary of corporation. If LLC, names and addresses of main members KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC  
8051 N DENVER, KANSAS CITY MO 64119 917-856-3982

26. Name and address of Managing Officer KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC  
8051 N DENVER, KANSAS CITY MO 64119 917-856-3982

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

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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? NO If so, give details NA

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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? YES If so, give name of such licensee and location of premises KEWAL SINGH HELD AN INTEREST IN TRUMAN MART LLC, JK PETROLEUM INC AND K & L PETROLEUM llc
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? NO If so, give details NA
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 NONE
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? NO

I, or we, (please print) KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC

(Owner, all partners, or Managing Officer must sign below)

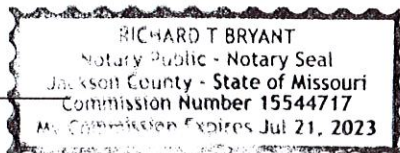
Being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true and complete to the best of my/our knowledge and belief.

Kamaljeet Kaur

Subscribed and sworn to before me, a Notary Public, this 19TH day of JANUARY, 2021

[Signature]  
Notary Public

My Commission expires:





**INDEPENDENCE**  
★ COMMUNITY DEVELOPMENT ★

**AFFIDAVIT**

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

\_\_\_\_\_ Intoxicating Liquor by  
\_\_\_\_\_ Drink  
\_\_\_\_\_ Malt Liquor/Wine by  
\_\_\_\_\_ Drink  
\_\_\_\_\_ Malt Liquor by Drink  
xxxxxxx Intoxicating Liquor by  
\_\_\_\_\_ Package  
\_\_\_\_\_ Malt Liquor/Wine by  
\_\_\_\_\_ Package Malt Liquor by  
xxxxxxxxx Package Sunday Sales  
\_\_\_\_\_ Liquor Tasting  
\_\_\_\_\_ Domestic Winery

As Sole Owner \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC xxx

Business Name Truman Mart 1 Address 11805 East 23rd Street South, Ind MO Phone 917-856-3982

1. What type of business is the license for? C STORE WITH PACKAGED FOOD, LIQUOR, TOBACCO, GASOLINE
2. Provide dimensions or square footage of the building, outdoor patio and include any other areas in which alcoholic beverages may be stored 4600
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? from husband's company Truman Mart LLC
5. Date of purchase 1/19/2021 Purchase price \$1.00
6. Amount of down payment NA Balance due \$1.00
7. Balance due upon approval or chattel full payment
8. Effective date of possession upon license approval
9. Name and address of mortgage holder none  
Terms of repayment NA
10. Did you assume any debts not listed above in connection with the operation of said business? no  
If so, give full details store remains under construction to be completed Spring 20021
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 Truman Mart LLC which has as it's sole member, my husband Kewal Singh is leasing the store to my company for 5 years with options, at \$10,000 per month
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? See 11 above

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? Yes If so, give details Truman Mart LLC, K & L Petroleum JK Petroleum LLC
14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? lease held If so, give details lease held by husbands company which previously was to operate the store
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? no  
If so, state details: NA
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? na If so, state details
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? no If so, state details NA
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



**IF BUSINESS IS OWNED BY INDIVIDUAL, COMPLETE THE FOLLOWING:**

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

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**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:

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

22. Name, address, and telephone number of corporation or LLC: MANMEET ENTERPRISES LLC  
8051 N DENVER, KANSAS CITY MO 64119 917-856-3982

23. State in which incorporated or organized MO Date of incorporation or organization 1/14/2021

24. Amount of paid-in capital NA Authorized capital NA

25. Names and addresses of president, vice-president, treasurer and secretary of corporation. If LLC, names and addresses of main members KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC  
8051 N DENVER, KANSAS CITY MO 64119 917-856-3982

26. Name and address of Managing Officer KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC  
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27. If corporation, names and addresses of all stockholders who hold 10% or more of the capital stock

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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? NO If so, give details NA

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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? YES If so, give name of such licensee and location of premises KEWAL SINGH HELD AN INTEREST IN TRUMAN MART LLC, JK PETROLEUM INC AND K & L PETROLEUM llc
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? NO If so, give details NA
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 NONE
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? NO

I, or we, (please print) KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC

(Owner, all partners, or Managing Officer must sign below)

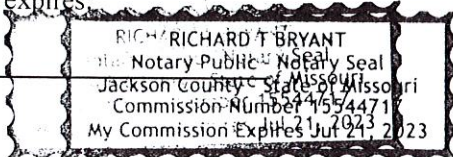
Being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true and complete to the best of my/our knowledge and belief.

Kamaljeet Kaur

Subscribed and sworn to before me, a Notary Public, this 19TH day of JANUARY, 2021

[Signature]  
Notary Public

My Commission expires:





# 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 Truman Mart 1

Address 11805 East 23rd Street South, Ind MO

Telephone 917-856-3982

1. Name KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC
2. Home Address 8051 N DENVER, KANSAS CITY MO 64119 917-856-3982
3. Home Phone No. 816 724 2803 Date of Birth 08/20/1983 State of Birth India
4. Social Security No. [REDACTED] Driver's License No. [REDACTED]
5. Sex F Age 37 Height 5'5 Weight 195
6. Are you a citizen of the United States of America? YES
7. Wife or husband's name and address KEWAL SINGH 8051 N DENVER, KCMO 64119
8. 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 NA
9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location NONE
10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? NO  
If so, give complete details NO
11. 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? NO  
If so, give details HUSBAND IS SELLING THIS STORE FOR \$1.00 FOR ME TO OPERATE; STORE LEASED BY HUSBANDS COMPANY
12. 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 NA
13. 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, (please print) KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC being of lawful age and duly sworn upon my oath

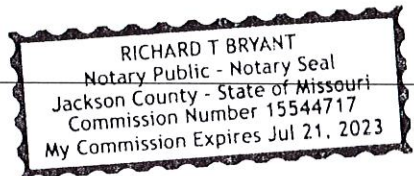
Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Kamaljeet Kaur  
Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 19TH day of JANUARY, 2021

[Signature]  
Notary Public RICHARD T BRYANT

My Commission expires:





**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 Truman Mart 1

Address 11805 East 23rd Street South, Ind MO

Telephone 917-856-3982

1. Name KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC

2. Home Address 8051 N DENVER, KANSAS CITY MO 64119 917-856-3982

3. Home Phone No. 816 724 2803 Date of Birth 08/20/1983 State of Birth India

4. Social Security No. [REDACTED] Driver's License No. [REDACTED]

5. Sex F Age 37 Height 5'5 Weight 195

6. Are you a citizen of the United States of America? YES

7. Wife or husband's name and address KEWAL SINGH 8051 N DENVER, KCMO 64119

8. 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 NA

9. Give names and business addresses of employers for the last five years. If you were self-employed, state nature of business and location NONE

10. Have you ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? NO  
If so, give complete details NO

11. 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? NO  
If so, give details HUSBAND IS SELLING THIS STORE FOR \$1.00 FOR ME TO OPERATE; STORE LEASED BY HUSBANDS COMPANY

12. 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 NA

13. 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, (please print) KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC being of lawful age and duly sworn upon my oath

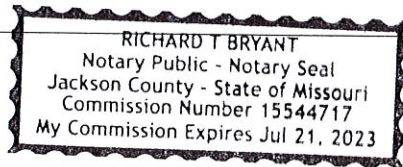
Do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

  
Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 19TH day of JANUARY, 2021

  
Notary Public RICHARD T BRYANT

My Commission expires:



## City of Independence, Missouri Business License

Expiration Date: 7/31/2021

Account #: 019130

Licensed Business:

TRUMAN MART I  
11805 E 23RD ST S  
INDEPENDENCE MO 64050

RICHARD T. BRYANT  
RICHARD T BRYANT & ASSOC  
1111 MAIN ST 750  
KANSAS CITY MO 64105

Business Type:

CONVENIENCE STORE W/GAS  
SALES

Business will operate in conformity and subject to Ordinances of the City of Independence, Missouri and the Statutes of the State of Missouri.



Community Development Director

# City of Independence, Missouri Liquor License

**Expiration Date:** 6/30/2020

**Account #:** 019130

**Description of Licensed Premises:**

4,000 SQ.FT. 1 STORY BLDG

**Owner:**

TRUMAN MART LLC

**Classification of Liquor License Authorized:**

Unlimited Intoxicating Liquor in Original Package (P1)  
Unlimited Sunday Sales Intoxicating Liquor in Original  
Package (P2)

**Managing Officer:**

RICHARD T BRYANT

**Licensed Business:**

TRUMAN MART I  
11805 E-23RD ST S  
INDEPENDENCE MO 64050-4205

RICHARD T BRYANT  
RICHARD T BRYANT & ASSOC  
1111 MAIN ST 750  
KANSAS CITY MO 64105

*Rebecca K. Bohrow*  
City Clerk



Assistant Community Development Director

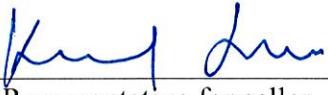


**ASSET SALES AGREEMENT AND BILL OF SALE**

Now on this day, TRUMAN MART LLC, does grant, bargain and convey unto MANMEET ENTERPRISES, LLC all assets, right to leasehold interests, rights to licensing, inventory and fixtures for the business at 11805 East 23<sup>rd</sup> Street S, Independence Missouri for the sum of One Dollar and 00/100 (\$1.00) and other good and valuable consideration. This transfer is contingent, and effective upon approval of license transfer by city, county, and state liquor officials. Real Property is NOT CONVEYED by this document.

All done this 19th day of January 2021.

TRUMAN MART LLC

  
\_\_\_\_\_  
Authorized Representative for seller

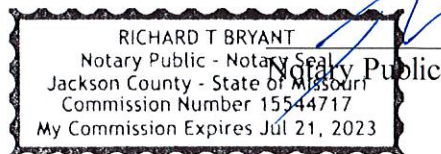
MANMEET ENTERPRISES LLC

  
\_\_\_\_\_  
Authorized Representative for buyer

State of Missouri

County of Jackson

Subscribed and Sworn to me, a Notary Public, this 19th day of January, 2021





# INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

## INTENT TO SELL

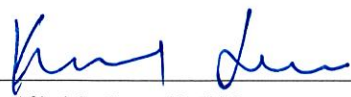
Date 1/19/2021

I (we), Kewal Singh Type text here

(Name of Owner, Partners, or Managing Officer)

DBA Truman Mart 1

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.

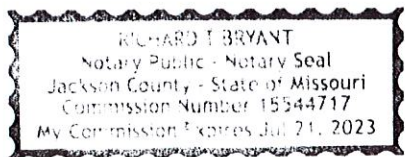
Signature x   
Kewal Singh for Truman Mart LLC


Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Subscribed and sworn to before me this 19th day of JANUARY, 2021.



  
Notary Public Richard T Bryant

My Commission expires \_\_\_\_\_



**INDEPENDENCE**  
★ COMMUNITY DEVELOPMENT ★

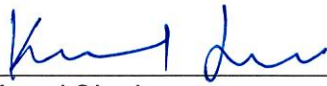
**CREDITOR'S AFFIDAVIT**

Date 1/19/2021

I (we), Kewal Singh

seller of the business known as Truman Mart 1

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   
Kewal Singh

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Subscribed and sworn to before me this 19th day of JANUARY, 2021

  
Notary Public **RICHARD T BRYANT**

My Commission expires in the State of Missouri  
Commission Number 15544717  
My Commission Expires Jul 21, 2023

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated as of January 15, 2021 by and between Truman Mart LLC, a Missouri Limited Liability Company in good standing ("Landlord") on one hand, and Manmeet Enterprises LLC., a Missouri limited liability company whose principal place of business is 11805 East 23<sup>rd</sup> Street S, Independence, Missouri ("Tenant") on the other hand.

## RECITALS

Tenant desires to lease the Demised Premises from Landlord effective as of the Effective Date and Landlord desires to so lease the Demised Premises to Tenant in accordance with the terms and conditions set forth in this Lease.

## AGREEMENT

In consideration of the mutual covenants, conditions and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

### ARTICLE 1 DEFINITIONS

#### Section 1.1 Certain Definitions.

As used in this Lease:

"Demised Premises" shall mean the land located at 11805 East 23<sup>rd</sup> Street S, Independence, Missouri.

"Effective Date" shall mean the 1st day of March 1, 2021 or as soon thereafter as the Demised Premises are approved for occupancy.

"Environmental Laws" shall mean any and all present and future Governmental Rules relating to the regulation or protection of human health or safety or of the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or toxic or hazardous substances or wastes (including Hazardous Materials) into the indoor or outdoor environment, including ambient air, soil, surface water, ground water, wetlands, land or subsurface strata, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or toxic or hazardous substances or wastes. The term "Environmental Law" shall include the terms and conditions of any Governmental Actions issued under any Environmental Law or with respect to any Hazardous Material.

"Gasoline Facilities" shall have the meaning given to such term in Section 7.2 of this Lease.

"Governmental Actions" shall mean authorizations, approvals, consents, waivers, exceptions, licenses, filings, registrations, permits, notarization, special leases and other requirements of any

Governmental Person.

“Governmental Person” shall mean any national, state or local government, any political subdivision or any governmental, judicial, public or statutory instrumentality, authority, body or entity, including the Federal Deposit Insurance Corporation, any central bank or any comparable authority.

“Governmental Rule” shall mean any law, rule, regulation, ordinance, order, code, interpretation, judgment, decree, directive, guideline, policy or similar form of decision of any Governmental Person.

“Hazardous Material” shall mean, collectively, (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid polychlorinated biphenyls (PCBs), (b) any chemicals or other materials or substances which are now or hereafter become defined as or included in the definition of “hazardous wastes”, “hazardous materials”, “extremely hazardous wastes”, “restricted hazardous wastes”, “toxic substances”, “toxic pollutants”, “contaminants”, “infectious wastes”, “pollutants” or words of similar import under any Environmental Law and © any other chemical or other material or substance, exposure to which or use of which is now or hereafter prohibited, limited or regulated under any Environmental Law.

“Improvements” shall mean Landlord’s interest in all buildings constructed upon the Land, along with all accessions and additions thereto (or any substitutions or alternations of any of the foregoing made in accordance with Article 7 hereof), all permanently attached machinery and fixtures, the parking lot and all heating, plumbing, lighting, ventilating and air conditioning equipment affixed to or located in or upon the Land and used in the operation of the Improvements, along with all accessions and additions thereto (or any substitutions or alterations of any of the foregoing made in accordance with Article 7 hereof), but excluding all Gasoline Facilities (as such term is defined in Section 7.2 below) and all Tenant signs.

“Land” shall mean the real property having an address of 11805 East 23<sup>rd</sup> Street S, Independence, Missouri, together with the rights, easements and appurtenances pertaining thereto, including, without limitation, any right of way or easement over any adjoining property and any right, title and interest of Landlord in and to adjacent streets, alleys or rights of way.

“Lease Year” shall mean each period of twelve (12) consecutive calendar months commencing on the Effective Date. Should the Tenant desire to obtain a liquor license for the premises, Landlord will cooperate with the Tenant in security appropriate consents required of the Landlord, but no further action shall be required.

“Permitted Exceptions” shall mean (a) any utility, ingress, egress, access or similar easements or other matters affecting the Demised Premises and title thereto (i) existing as of the Effective Date and/or (ii) which do not prohibit Tenant’s use of the Demised Premises as allowed hereunder, (b) any title (including, without limitation, liens and security interests) or survey matters created, permitted to be created, or permitted to exist, in whole or in part, by Tenant (by Tenant’s act or omission) as tenant under the Lease or otherwise and (c) any standard ALTA Form 1992 Title Policy exceptions.

“Person” shall mean any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization or Governmental Person.

“Release” shall mean any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata.

“Rent” shall mean collectively the Base Rent and the Additional Rent which may be imposed due to a failure of the Tenant to make any payment required or the failure to take any action required, which results in the Landlord expending money to satisfy the immediate breach.

“Store” shall mean the convenience store located on the Land.

## ARTICLE 2 PREMISES AND TERM

Section 2.1 Premises. Landlord does hereby lease and demise to Tenant and Tenant does hereby lease from Landlord the Demised Premises, the Land and the Store. The Demised Premises shall be subject to the Permitted Exceptions and all easements, conditions and restrictions of record.

The Demised Premises are leased to Tenant in the present condition as contemplated for buildout approved by the city of Independence Missouri without representation or warranty, expressed or implied, by Landlord and subject to the rights of parties in possession, to the existing state of title, and to all applicable legal requirements now or hereafter in effect. Tenant has examined the Demised Premises and title thereto and has found the same satisfactory in all respects and shall take possession of the Demised Premises on the Effective Date (a) in its then existing condition, without representation or warranty by Landlord and subject to the rights of parties in possession, to the then-existing state of title, and to all applicable legal requirements now or hereafter in effect and (b) with all personal property existing therein, same to be inventoried by the parties on Effective Date, and shall accept any such personal property pursuant to the terms and conditions of a Bill of Sale for such personal property to be delivered by Landlord to Tenant dated as of the Effective Date.

Section 2.2 Lease Term.

(a) The term of this Lease (the “Lease Term”) shall commence on the Effective Date and shall end on the last day of the fifth Lease Year, unless sooner terminated in accordance with the terms hereof. Tenant shall have and hold the Demised Premises and all present and future rights, franchises and easements appurtenant thereto for the Lease Term. At the end of the Lease Term, all of Tenant’s interest in the Demised Premises shall revert back to Landlord, unless an Option is exercised as set forth below.

(b) (i) Tenant shall have the option (“First Extended Term Option”) to extend the Lease Term, on all of the terms and conditions contained in this Lease for an additional period of five (5) Lease Years

(the "First Extended Term"), except that during such Term the Base Rent shall be Eleven Thousand Dollars (\$11,000) per month, payable in on the first day of the month. Such First Extended Term shall commence upon the expiration of the initial Lease Term and may be exercised only by Tenant giving written notice ("First Option Notice") to Landlord not earlier than eighteen (18) months and not later than twelve (12) months prior to the expiration of the then Lease Term, as to which period for Tenant to deliver the First Option Notice to Landlord **time shall be deemed of the essence**, failing which such First Extended Term Option shall be deemed waived and terminated. If Tenant is in default (beyond any applicable notice and cure period, if any) in its obligations under this Lease on the date of giving such First Option Notice, or on the date the First Extended Term is to commence, the First Extended Term Option shall be deemed extinguished and this Lease shall expire at the end of the Lease Term. Said option to extend shall be available only to Tenant and its affiliated entities and shall not be available to any unaffiliated third party.

- (b) Nothing in this Section 2.2 shall effect Tenant's obligations to pay Additional Rent and/or to comply with any of the other terms and conditions set forth in this Lease.

Section 2.3 No Reliance; Liquor License Contingency.

(a) Tenant acknowledges and agrees that (i) Landlord has not made, and in Tenant's execution of this Lease and/or otherwise, Tenant in no way relies upon, any promises, representations and/or assurances of any kind, either written, oral or both, with respect to any of Tenant's activities in connection with Tenant's business, the Demised Premises (and/or any part thereof) and/or otherwise and (b) Landlord shall have no obligation and/or liability with respect to any of Tenant's agreements, actions, investment, business decisions and/or any other obligations and/or liabilities of Tenant with respect to any period of time, including without limitation, the period of time prior to the Effective Date.

Upon any such termination of this Lease pursuant to, and in accordance with, this Subsection (b), the parties shall be released thereby without further obligations to the other from the date of such termination, except (A) for items which have theretofore accrued and are then unpaid, and (B) with respect to such provisions as are expressly stated to survive the expiration or other termination of this Lease.

This Lease is contingent upon the ability of the Tenant to obtain approval for the sale of liquor in the name of the Tenant, from city and state regulatory officials.

### ARTICLE 3 RENT

Section 3.1 Base Rent. From and after the Effective Date Tenant shall pay to Landlord annual base rent for the Demised Premises ("Base Rent") in accordance with the following schedule: Base rent for the first five (5) years is Ten-Thousand Dollars (\$10,000.00) per month.

Base Rent shall be payable in the installments set forth above on or before the first day of each calendar month during each respective period, in accordance with the terms and conditions set forth in Section 3.4 hereof. In the event that Tenant properly exercises the First Extended Term Option as set forth

in Subsection 2/2(b) above, Base Rent shall be due at the rate determined by the terms and conditions of Section 2/2(b), on or before the first day of each calendar month during any such Extended Term, and otherwise payable in accordance with the terms of this Article 3.

Section 3.2 Additional Rent.

(a) Tenant covenants and agrees to pay directly to the taxing authorities, as Additional Rent, all real estate taxes, personal property taxes (tangible and intangible), gross receipts taxes and other similar taxes, assessments, water rates and charges, and other governmental charges, general and special, ordinary and extraordinary, of any kind or nature whatsoever, and whether assessed or levied upon Landlord, the Demised Premises or the rents therefrom (but excluding any income or franchise taxes of Landlord) including, but not limited to, installments of assessments for public improvements or benefits, which shall be due and payable and a lien upon the Demised Premises or any part thereof for any period of time from and after the Base Rent Commencement Date through and including the Termination Date. Additionally, upon Landlord's request, Tenant will furnish within 48 hours of a request made by the Landlord, proof of payment of such real estate taxes, as well as personal property taxes (tangible and intangible), assessments, water rates and charges, and other governmental charges, general and special, ordinary and extraordinary, of any kind or nature whatsoever.

(b) Tenant covenants and agrees to pay the Additional Rent no later than ten (10) business days before any fine, penalty, interest or cost that may be added thereto for the nonpayment thereof; provided, however, Tenant may at any time and from time to time contest the validity or amount of any of the Additional Rent for which Tenant is responsible and postpone payment of the same, without being in violation of the terms of this Lease; provided, however, that Tenant shall protect the Demised Premises against sale for taxes or sale upon the foreclosure of any lien for real estate taxes or assessments and, if required by the Landlord or any Mortgagee to do so, will pay under protest or post a bond for the contested taxes or assessments in accordance with the provisions of applicable law.

Section 3.3 Failure to Pay Rent. If Tenant shall fail to pay any Base Rent or Additional Rent within five (5) days after written notice of its failure to do so, Landlord shall have the right to pay the same and shall have all rights, powers and remedies with respect thereto as are provided herein or by law. Tenant shall pay to Landlord interest on all Base Rent which is not paid on the due date thereof in immediately available funds from such due date until received in immediately available funds and on or all overdue Additional Rent paid by Landlord on behalf of Tenant from the date of payment by Landlord until repaid by Tenant, at a rate equal to nine percent (9%) per annum. Tenant shall perform all of its obligations under this Lease at its sole cost and expense and shall pay all Rent when due, without notice or demand. To assure the Tenant's good and faithful performance of its obligation to pay rent hereunder, Tenant shall, upon execution of this agreement, pay the sum of Ten-Thousand Dollars (\$10,000.00) as and for the first month's rent due hereunder and in addition thereto,

Section 3.4 Payment of Rent. Until Tenant shall otherwise be instructed by Landlord in writing, all Base Rent herein provided to be paid by Tenant to Landlord shall be payable to Landlord by Electronic Funds Transfer ("EFT"), and Tenant shall complete and return to Landlord the Electronic Funds Transfer Authorization attached hereto as Exhibit B. Upon receipt of the Electronic Funds Transfer



Authorization form, Landlord will contact Tenant to verify all information. All Base Rent payments shall be drafted from Tenant's bank account on the fifth day of each month (or five (5) days after the due date, if the due date is not the first day of the month), or in accordance with Landlord's established EFT policies, as the same may be amended from time to time. All payments of Rent shall be without any abatement, offset, deduction, claim, counterclaim, setoff or reduction whatsoever, and shall be payable in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment. Other remedies for nonpayment of Rent notwithstanding, if a payment of Base Rent or any other payment due Landlord by Tenant under this Lease is not received by Landlord on or before five (5) days after the due date thereof, a service charge of five percent (5%) of such past due amount shall become due and payable in addition to such amount owed under this Lease.

Any amounts due hereunder not otherwise paid by EFT (or paid directly to taxing authorities or other appropriate parties) shall be remitted to the following address:

Truman Mart LLC, 8301 East Truman Road, Kansas City, Missouri 64126

or to such other person or place as the Landlord otherwise designates by written notice to Tenant.

In addition to providing the Electronic Funds Transfer Authorization form attached hereto as Exhibit B, Tenant shall provide Landlord with a Substitute W-9 form, attached hereto as Exhibit C. **The Substitute W-9 form must be provided at the same time as this Lease is signed in order for this Lease to take effect.**

#### ARTICLE 4 - INSURANCE

Section 4.1 Tenant Property Insurance. Tenant shall, at its sole cost and expense, for the mutual benefit of Landlord, Tenant and any Mortgagee, keep the Demised Premises insured at all times against all insurable hazards commonly covered by standard extended coverage policies, including loss or damage by fire, lightning, windstorm, hail, theft, vandalism, explosion, riot and civil commotion, damage from aircraft and vehicles and smoke damage in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount equal to 100% of the full insurable value thereof. The term "full insurable value" shall mean the actual replacement cost of the Improvements without allowance for depreciation (excluding foundation and excavation costs and costs of underground flues, pipes and drains). All insurance provided for in this Section 4.1 shall be effected under valid and enforceable policies issued by an insurance company or companies or recognized financial responsibility qualified to do business in the State of Missouri and reasonably acceptable to Landlord, and shall name Landlord and any Mortgagee, and their respective subsidiaries, agents, assigns, affiliates, employees, directors and officers, as additional insureds as their respective interests may appear. Originals or true and certified copies of original policies or certificates thereof (together with true and certified copies of the endorsements naming Landlord and any Mortgagee as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord and any Mortgagee upon request and otherwise from time to time at least thirty (30) days prior to the expiration of the term of each such policy. Each such policy maintained by Tenant shall provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord and any Mortgagee. The loss, if any, under any policy of insurance provided for in this Section 4.1 shall be adjusted with the insurance

companies by Tenant after notice to and written approval by Landlord and any Mortgagee (which approval shall not be unreasonably withheld). Subject to the provisions of Section 6.1 hereof, the proceeds of any such insurance shall be paid to Tenant, or if a mortgage on the Demised Premises so requires, to a Mortgagee, as trustee, in each case to be held in trust for the purpose of paying for the cost of replacing, repairing, restoring or rebuilding the damaged or destroyed Improvements in respect of which such insurance proceeds were paid as nearly as possible to the condition they were in immediately prior to such loss or damage (and without regard to whether the mortgagor under any such mortgage is then in default in the performance of any of the terms, covenants or conditions of the mortgage). Any insurance coverage required under this Section 4.1 may be taken out under a blanket and/or umbrella insurance policy or policies covering other premises, property or insureds in addition to the Demised Premises, property and insureds covered by this Lease, provided that in all other respects such policy or policies shall otherwise comply with this Section 4.1 may provide for a deductible or self-insured retention of up to Five-Thousand Dollars ( \$5,000.00). Tenant agrees to indemnify and hold Landlord and any Mortgagee harmless from and against any loss or damage for which Tenant has self-insured under this Section 4.1.

Section 4.2     Tenant Liability Insurance.

(a)     Tenant shall, at hits sole cost and expense, for the mutual benefit of Landlord, Tenant and any Mortgagee, maintain commercial general liability insurance against claims for property, property damage, bodily injury or death occasioned by accident occurring on the Demised Premises, or resulting from the use or occupancy of the Demised Premises, such insurance to afford protection to the limit of not less than \$1,200,000.00 in respect of injury or death of any one (1) person and to the limit of not less than \$2,400,000.00 in respect of injury or death of any number of persons arising out of any one accident (such limits subject to increase in accordance with the terms and conditions set forth in Subsection (d) of this Section 4.2). Originals or true and certified copies of original policies or certificates thereof (together with true and certified copies of endorsements naming Landlord and any Mortgagee as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord and any Mortgagee upon request and otherwise from time to time at least thirty (30) days prior to the expiration of the term of each such policy. Each such policy maintained by Tenant shall provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord and any Mortgagee.

(b)     Tenant shall, at its sole cost and expense, for the mutual benefit of Landlord, Tenant and any Mortgagee, maintain general public liability insurance against claims for bodily injury or death occasioned by accident resulting from or relating to the gasoline storage tanks located under the Demised Premises, such insurance to afford protection to the limit of not less than \$1,200,000.00 in respect of injury to or death of any number of persons arising out of any one accident (such limits subject to increase in accordance with the terms and conditions set forth in Subsection (d) of this Section 4.2). Originals or true and certified copies of original policies or certificates thereof (together with true and certified copies of the endorsements naming Landlord and any Mortgagee as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord and any Mortgagee upon request

and otherwise from time to time at least thirty (30) days prior to the expiration of the term of each such policy. Each such policy maintained by Tenant shall provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord and any Mortgagee.

(c) Any insurance coverage required by this Section 4.2 may be taken out under a blanket and/or umbrella policy or policies maintained by Tenant with respect to, other premises or property owned or operated by Tenant or its subsidiaries or affiliates, provided that in all other respects such policy or policies shall otherwise comply with this Section 4.2. Any such policy or policies required by this Section 4.2 may provide for a deductible or self-insured retention of up to \$50,000.00. All insurance provided for in this Section 4.2 shall be effected under valid and enforceable policies issued by an insurance company or companies of recognized financial responsibility qualified to do business in the State of Missouri and reasonably acceptable to Landlord, and shall name Landlord and any Mortgagee, and their respective subsidiaries, agents, assigns, affiliates, employees, directors and officers, as additional insureds as their respective interests may appear. Tenant agrees to indemnify and hold Landlord and any Mortgagee harmless from and against any claims against which the Tenant has self-insured under this Section 4.2.

(d) In the event that Tenant shall have duly exercised the First Extended Term Option, the limits set forth in Subsections (a) and (b) of this Section 4.2 shall be increased from \$1,200,000.00 to \$1,400,000.00 and from \$2,400,000.00 to \$2,800,000.00, respectively, as of the first day of the Fourth Lease Year.

Section 4.3 Waiver of Subrogation, Etc. The insurance policies required to be obtained by Tenant under this Lease shall each contain a clause waiving subrogation against Landlord or permitting Tenant to waive the insurance carrier's right of subrogation against Landlord, and Tenant hereby waives all rights of subrogation as to Landlord or Landlord's assignees.

Section 4.4 Indemnity to Landlord. Tenant agrees to indemnify and hold Landlord and any Mortgagee harmless from and against any and all claims, damages, costs and expenses, including counsel fees, because of bodily injury to or death of persons or damage to or destruction of property of Tenant occurring within the Demised Premises and resulting from or arising out of Tenant's use, occupancy or possession of the Demised Premises and not arising directly from Landlord's gross negligence or willful acts (but not omissions) on or about the Demised Premises.

## ARTICLE 5 CONDEMNATION OR APPROPRIATION

Section 5.1 Notice of Condemnation. In the event that Landlord or Tenant receives notice that the Demised Premises, or any part thereof, is to be taken or condemned under the power of eminent domain by any governmental body or officer of any person, firm or corporation, Landlord or Tenant, as the case may be, shall immediately notify the other party in writing.

Section 5.2 Condemnation or Appropriation of Less than Twenty Percent. In the event of a condemnation or appropriation of (i) less than twenty percent (20%) of the floor area of a Store building and (ii) less than twenty percent (20%) of the parking area of a Store which is part of the Improvements, Landlord shall receive and retain any award or other payment made on account of such condemnation or appropriation, and the Rent shall continue unabated.

Section 5.3 Condemnation or Appropriation of More than Twenty Percent. In the event of a condemnation or appropriation of any portion of the Demised Premises other than one described in Section 5.2 above, Landlord shall have the option, upon thirty (30) days written notice to Tenant, to either:

(a) retain any award or other payment made on account of such condemnation or appropriation, in which event (i) the Base Rent payable on each Monthly Date under this Lease shall be reduced, effective the first day of the first calendar month following the receipt of such award or other payment made as a result of such condemnation or appropriation, by an amount equal to (A) if Tenant shall then elect to continue to operate the affected Store, the one-twelfth (1/12th) of ten percent (10%) of the net amount of such award or payment actually received by Landlord (after the payment of all costs and expenses associated therewith paid or required to be paid by Landlord), but not more than the Attributable Amount for the Demised Premises on the relevant Monthly Date, or (B) if Tenant shall then elect not to continue to operate the affected Store (or if the entire Demised Premises shall have been condemned or appropriated), the Attributable Amount for the Demised Premises on the relevant Monthly Date, (ii) that portion of the Demised Premises subject to such condemnation or appropriation shall be removed from the operation of this Lease (and this Lease shall be deemed terminated solely with respect to such portion) and transferred to the relevant condemning or appropriating Person, and (iii) that portion of the Demised Premises that is not subject to condemnation or appropriation, if any, shall (A), if Tenant shall have elected to continue to operate the affected Store, remain subject to this Lease, or (B), if Tenant shall have elected not to (or be unable to) continue operate the affected Store, be removed from the operation of this Lease and the leasehold estate covering the Demised Premises shall be surrendered to Landlord (and this Lease shall be deemed terminated without any compensation or other payment required to be made by Landlord to Tenant (and Landlord and Tenant agree to take all such actions as shall be reasonably necessary to effectuate any such removal, surrender and termination referred to in this Subsection (a))); or

(b) deliver to Tenant the net amount of any award or other payment actually received by Landlord on account of such condemnation or appropriation (after the payment of all costs and expenses associated therewith paid or required to be paid by Landlord), in which event (i) the Base Rent payable on each Monthly Date under this Lease shall (A), if Tenant shall then elect to continue to operate the affected Store, continue unabated, or (B), if Tenant shall then elect not to continue to operate the affected Store (or if the entire Demised Premises shall have been condemned or appropriated), be reduced, effective the first day of the first calendar month following the closing of the sale by Landlord of the relevant Demised Premises as contemplated by clause (iii) below, an amount equal to one-twelfth (1/12th) of ten percent (10%) of the net sales price of such Demised Premises (after the payment of all costs and expenses paid or required to be paid by Landlord in connection with such sale), but not more than the Attributable Amount for the Demised Premises on the relevant Monthly Date, (ii) that portion of the Demised Premises subject to such condemnation or appropriation shall be removed from the operation fo this Lease (and this Lease shall be deemed terminated solely with respect to such portion) and transferred to the relevant condemning or appropriating Person, and (iii) that portion of the Demised Premises that is not subject to such condemnation or appropriation, if any, shall (A), if Tenant shall have elected to continue to operate the affected Store, remain subject this Lease, or (B) if Tenant shall have elected not to (or be unable to) continue to operate the affected Store, be removed from the operation of this Lease and the leasehold estate covering the Demised Premises shall be surrendered to Landlord (and this Lease shall be deemed

terminated) and such Demised Premises sold by Landlord, with the proceeds of such sale to be for the account of Landlord (and Landlord and Tenant agree to take all such actions as shall be reasonably necessary to effectuate any such removal, surrender, termination and sale referred to in this Subsection (b)).

#### **ARTICLE 6 DAMAGE OR DESTRUCTION OF IMPROVEMENTS**

In the event of damage to or destruction of any of the Improvements on the Demised Premises, by fire, flood or other casualty, Tenant shall give Landlord and any Mortgagee written notice of such an event as promptly as practicable and in any event within ten (10) days after such damage or destruction, and Tenant shall repair promptly and fully restore any such Improvements at its sole cost and expense, as soon as reasonably possible. If the work of repairing or restoring shall involve reconstruction, the Improvement shall be reconstructed in size, character and appearance equal to the size, character and appearance of the Improvement damaged or destroyed such that Tenant can use such Improvements, and operate its business in the Demised Premises, as a convenience store as required by the terms and conditions of this Lease. Insurance proceeds shall be applied to the costs of repair, restoration or replacement; any excess of the insurance proceeds shall be paid to Tenant or Tenant's order, and if such insurance proceeds shall be insufficient for the purposes hereinabove described, the amount of any deficiency shall be furnished and paid by Tenant. There shall be no abatement of Rent prior to or during any period in which an Improvement is being repaired, restored or replaced.

#### **ARTICLE 7 ALTERATIONS; TRADE FIXTURES**

Section 7.1 Alteration Requirements. So long as Tenant shall not be in default under this Lease, Tenant shall be permitted at any time and from time to time during the Lease Term, without the consent of and without prior notice to Landlord or any Mortgagee, to substitute, replace, alter (structurally or otherwise) remodel or make changes or additions to any of the Improvements constituting a part of the Demised Premises or to construct additional improvements; provided that (i) the substitutions, replacements, alterations, remodeling, changes or additions have a fair market value equal to or greater than the Improvements being substituted, replaced, altered, remodeled, changed or added, (ii) the substitutions, replacements, alternations, remodeling, changes or additions shall be free of all liens and encumbrances (except as provide in Article 9 hereof) and will not detrimentally affect the value of or impair the use of the Demised Premises and (iii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable legal requirements and the requirements of any insurance policies required to be maintained by Tenant hereunder. Upon incorporation into or placement upon any portion of the Demised Premises, the substitutions, replacements, alternations, remodeling, changes and additions shall become and remain a part of the Improvements and, upon the expiration or earlier termination of this Lease, shall become part of the property of Landlord. Any Improvements removed by Tenant and replaced or substituted in accordance with this Section 7.1 shall become the property of Tenant free from any claim by Landlord or any Mortgagee and Landlord shall cause any Mortgagee to release its liens, claims, and security interests with respect thereto and shall deliver such releases to Tenant. Tenant shall furnish to Landlord and any Mortgagee written notice describing any material substitutions, replacements, alterations, plans or specifications relating to same, an amended survey showing any changes in the location of buildings upon the affected portion of the

Demised Premises, if applicable, and a certificate, signed by an officer of Tenant, certifying that such substitutions, replacements, alterations, remodeling, changes or additions have been made in compliance with the provisions of Section 7.1.

Section 7.2 Gasoline Facilities. The gasoline storage tanks, gasoline station and gasoline dispensing equipment (the "Gasoline Facilities") located on and under the Demised Premises are not subject to this Lease. The Gasoline Facilities shall be maintained solely by Tenant on the basis set forth in Article 8 of this Lease and in accordance with all applicable Governmental Actions or Governmental Rules. No Gasoline Facilities may be removed from the Demised premises unless (i) Landlord and any Mortgagee (if any) shall have consented in writing to such removal (which consent may be granted or withheld in each of Landlord's and Mortgagee's sole discretion), or (ii) such Gasoline Facilities shall be replaced or substituted as provided in Section 7.1 above or (iii) required by applicable Governmental Actions or Governmental Rules, in any which event such Gasoline Facilities shall be replaced or substituted as provided in Section 7.1 above unless prohibited by applicable Governmental Rules or unless Landlord and Mortgagee shall otherwise consent (which consent shall not be unreasonably withheld if the fair market value of the Demised Premises after the removal of such Gasoline Facilities in such circumstances is equal to ninety percent (90%) of the fair market value of the Demised Premises prior to the removal of any of the Gasoline Facilities from the Demised Premises). If any Gasoline Facilities shall be removed as provided in the immediately preceding sentence, Tenant agrees that it will, at its own cost and expense, repair any damage caused to the Demised Premises by such removal and restore the Demised Premises to a condition as good as or better than shall have existed prior to such removal (and, in each case, Tenant shall cause the remediation of any Hazardous Materials in, on, under or about the Demised Premises to the extent required by any applicable Environmental Laws). Upon surrender to Landlord of the Demised Premises pursuant to this Lease at the expiration or earlier termination of the Lease Term, title to the Gasoline Facilities located on and under such Demised Premises shall automatically vest in Landlord, free from any and all liens, claims and encumbrances whatsoever, and all without cost to Landlord (and Tenant and Landlord agree that all underground storage tanks included in such Gasoline Facilities shall be re-registered in the name of Landlord as promptly as possible after such transfer of title), unless Landlord notifies Tenant that Tenant shall instead remove the Gasoline Facilities at the expiration or earlier termination of the Lease Term or such other date as Landlord may elect in Landlord's sole discretion, in which case Tenant shall so remove the Gasoline Facilities and restore the Demised Premises to a condition as good as or better than shall have existed prior to such removal (and Tenant shall cause, the remediation of any Hazardous Materials in, on, under or about the Demised Premises to the extent required by any applicable Environmental Laws). Tenant agrees to execute and deliver all such bills of sale or other instruments or assurances as Landlord shall deem reasonably necessary or appropriate to evidence or effectuate vesting of title of the Gasoline Facilities in the Landlord, unless Landlord has elected to have Tenant remove the Gasoline Facilities, in each case, as provided in the immediately preceding sentence.

Section 7.3 Tenant's Trade Fixtures. All trade fixtures, walk-in boxes and/or coolers and other personal property of any kind (as distinguished from Improvements) owned and/or leased by Tenant and located in, upon or about the Demised Premises shall remain the property of Landlord and shall not be removable at any time, including upon the expiration of the Term, Landlord shall have the benefit of any applicable lien on Tenant's trade fixtures, signs and other personal property located in, upon or about the Demised Premises as may be permitted under the laws of the state in which the Demised Premises is located, and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant

shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured, subject, however, to any lien of any lender of Tenant with whom Landlord has entered into an agreement of consent and subordination on terms and conditions reasonably satisfactory to Landlord. Any of Tenant's trade fixtures, signs and other personal property not removed by Tenant upon the expiration of other termination of this Lease may be construed by Landlord as abandoned by Tenant, or Landlord may order Tenant to remove said items, or Landlord may have the same removed and/or stored at Tenant's expense. If Tenant shall not pay the costs of removing and storing any such property after it has been stored for a period of thirty (30) days or more, together with a sum equal to fifteen percent (15%) of said costs for Landlord's overhead and administrative costs, Landlord may, at its option, sell, or permit to be sold, any and all such property at public or private sale, in such manner and at such times and places as Landlord, in its sole discretion, may deem proper, without notice to Tenant, unless notice is required under applicable statutes, and shall apply the proceeds of such sale: first, to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for removing and storing any such property; third, to the payment of any other sum of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant.

#### **ARTICLE 8 CARE AND REPAIR**

Section 8.1 Care and Repair by Tenant. Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, to take good care of the Demised Premises, including the buildings, fixtures, equipment, parking lot, sidewalks, curbs and fences, if any, and to keep the same in good order and condition, and shall promptly at Tenant's own cost and expense make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen.

If, in the opinion of Landlord, repairs need to be made to the Demised Premises consistent with this Section 8.1 above, and Tenant fails to make the same within a reasonable time following notice thereof to Tenant, Landlord may cause such improvements or repairs to be made, in which event the full cost thereof shall be immediately payable by Tenant to Landlord as Additional Rent hereunder.

Section 8.2 Compliance by Tenant. Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, and the orders, rules and regulations of the Board of Fire Underwriters where any portion of the Demised Premises is situated, or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alternations, which may be applicable to the Demised Premises, the fixtures thereof and the sidewalks and curbs, if any, adjoining the Demised Premises or the use or manner of use of the Demised Premises. Tenant will likewise observe and comply with the requirements of all policies of public liability or fire and all other policies of insurance at any time in force with respect to the Demised Premises.

Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord or any Mortgagee, the validity of any law, ordinance, order, rule, regulation or requirements of the nature herein referred to, and if, by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without subjecting Tenant, Landlord or any Mortgagee to any liability of whatsoever nature for failure so to comply therewith, Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch. Tenant shall be solely responsible for any resulting liabilities.

Tenant will indemnify and hold Landlord and any Mortgagee harmless from and against all claims and damages by reason of any notices, orders, violations or penalties filed against Tenant as lessee or imposed upon the Demised Premises or any part thereof, or against Landlord as owner or lessor (including without limitation, any liability, expense, loss or damage arising out of the existence or alleged existence of any Hazardous Materials in, on, under or about the Demised Premises or the violation or alleged violation by Tenant or its affiliates of any Environmental Laws), and will indemnify and hold Landlord and any Mortgagee harmless from and against all claims and damages relating to damage to or destruction of persons or property, including Landlord's property, because of any failure of Tenant to comply with, or any act of Tenant relating to its compliance with, this covenant.

### Section 8.3 Environmental Matters.

(a) Tenant will also observe and comply with the requirements of all Environmental Laws (including the requirements of all Governmental Actions and Governmental Rules that are required to be complied with in order to obtain any available funding from any Governmental Person (including pursuant to any trust fund) for the clean-up or other remediation of Hazardous Materials in, on, under or about the Demised Premises); provided that, nothing set forth above in this sentence shall require Tenant to make a claim against any such Governmental Person or trust fund in any particular instance if Tenant shall otherwise have sufficient funds to pay for such clean-up or remediation and shall use such funds for such purpose (unless failure to make such a claim in such instance would result in Tenant or Landlord being ineligible to make any other or subsequent claims against any such Governmental Person or trust fund).

(b) Tenant shall furnish to Landlord and any Mortgagee an environmental disclosure statement substantially in the form of Exhibit D to this Lease ("Environmental Disclosure Statement") for each Lease Year during the term of this Lease, which Environmental Disclosure Statement shall be duly completed and executed by a duly authorized officer or representative of Tenant and delivered to Landlord and any Mortgagee within thirty (30) days after the end of each calendar year, commencing with calendar year 2019.

(c) Should any such Environmental Disclosure Statement reveal or should Landlord otherwise determine that there is any violation of any Environmental Laws or that there has been a Release of Hazardous Materials in, on, under or about the Demised Premises (which Release is required to be remediated pursuant to applicable Environmental Laws) during the relevant Lease Year and that no measures are being undertaken to cure such violation of Environmental Laws or no remedial work is being performed as a result of such Release of Hazardous Materials in, on, under or about the Demised Premises



as required by any applicable Environmental Laws, upon written request by Landlord or Tenant, Tenant shall, within sixty (60) days after the date on which Tenant receives such request or on which any required remediation plan shall have been approved by the relevant Governmental Person (or earlier as may be required by applicable law or regulations or Governmental Person), commence such work as may be required to cure such violation of Environmental Laws or to remediate such Release of Hazardous Materials in, on, under or about the Demised Premises as required by any applicable Environmental Laws, and Tenant shall thereafter prosecute such work with due diligence. Tenant and Landlord agree that, so long as Tenant shall comply with its agreements set forth above in this Section 8.3, Tenant shall have the first right to reimbursement from any relevant trust fund established by any Governmental Person and available to pay for the remediation of Hazardous Materials.

(d) At any time in Landlord's sole discretion, including, without limitation, if Tenant shall fail to commence such work or, following commencement, fail to proceed with such work with diligence as may be reasonably required to cure such violation of Environmental Laws or to remediate such release of Hazardous Materials, Landlord shall have the right, but not the obligation, to undertake such investigations, tests, borings, studies and/or work as Landlord may deem reasonably necessary to effect such cure and remediation and upon completion of such work shall furnish to Tenant an invoice for the costs and expenses incurred by Landlord in connection with such work, and the invoice amount (plus, an amount equal to 10% of such invoice amount) shall thereupon be immediately due and payable by Tenant as Additional Rent. Tenant agrees to permit Landlord and/or any of Landlord's agents, authorized representatives, contractors, employees, prospective buyers of all or any portion of the Land and/or of Landlord and/or prospective lenders of Landlord to enter the Demised Premises at any time during usual business hours for the purpose of exercising Landlord's rights set forth above, provided that Landlord and/or any such other parties shall use its or their commercially reasonable efforts to avoid materially and unreasonably interfering with Tenant's ability to conduct its business as allowed hereunder in the Demised Premises.

(e) Landlord shall have the right, but not the obligation, for any reason or for no reason, upon reasonable advance notice to Tenant, to conduct, commission or undertake any environmental or other investigations, studies and/or reports in, on or about the Demised Premises, including without limitation environmental Phase I and/or Phase II studies, borings, probes and/or investigations, and, if any of such Landlord's investigations, studies and/or reports reveal any issues or conditions with the condition, maintenance, management, operation and/or use of Demised Premises, including, without limitation, any violations or other compliance issues, then Tenant shall be obligated to undertake and complete any such corrective and/or remedial actions required to cure such violations or other compliance issues, all at Tenant's sole cost and expense. If Tenant so fails to promptly cure or otherwise remediate such violations or other compliance issues, then the terms and conditions of this lease shall apply with respect to such Tenant failure, including, without limitation, the terms and conditions of Article 8.

(f) Tenant will and does hereby indemnify and hold Landlord and any Mortgagee harmless from and against all claims and damages by reason of any notices, orders, violations or penalties filed against any of Tenant (as lessee), Landlord (as owner or lessor) or any Mortgagee, or imposed upon the Demised Premises or any part thereof (and including, without limitation, any liability, expense, loss or damage arising out of the existence or alleged existence of any Hazardous materials in, on, under or about the Demised Premises or the violation or alleged violation by Tenant or its affiliates of any Environmental

Laws), and will indemnify and hold Landlord and any Mortgagee harmless from and against all claims and damages relating to damage to or destruction of persons or property, including Landlord's property, in each case because of any failure of Tenant to comply with, or any act of Tenant relating to its compliance with, the covenants set forth above in this Section 8.3.

#### **ARTICLE 9 COVENANT AGAINST MECHANICS' LIENS**

Tenant shall not suffer or permit any mechanic's lien to be filed against the Demised Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Demised Premises or any part thereof through or under Tenant, and Tenant shall indemnify and hold Landlord and any Mortgagee harmless from and against any and all liabilities, costs, damages or expense (including reasonable attorneys' fees) arising from or growing out of any such mechanic's lien. If any such mechanic's lien shall at any time be filed against the Demised Premises, Tenant shall have the right to contest the amount or validity of any such lien by appropriate legal proceedings upon posting an appropriate bond in accordance with applicable law, but this shall not be deemed or construed in any way as relieving, modifying or extending Tenant's covenant to pay any such lien should the amount secured by the lien be adjudicated as owing to the lienholder.

#### **ARTICLE 10 RIGHT OF INSPECTION**

Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Demised Premises at all times during usual business hours for the purpose of inspecting the same, or making repairs not accomplished by Tenant within a reasonable time after written request, and performing any work therein that may be necessary to comply with any laws, ordinances or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that Landlord may deem necessary to prevent waste or deterioration in connection with the Demised Premises. If Tenant fails to comply with its obligations set forth above in this Article 10, Landlord may perform or cause to be performed the necessary work at any time during usual business hours. Subject to the provisions of Sections 8.2 and 8.3 of this Lease, Tenant shall reimburse Landlord for all reasonable costs and expenses incurred in connection with such work, with such reimbursement to be due and payable as Additional Rent upon demand by Landlord.

#### **ARTICLE II TENANT'S USE OF DEMISED PREMISES**

Section 11.1 Permitted Uses. Tenant warrants and represents to Landlord that the Demised Premises shall be used and occupied only for the purpose of a convenience store operation and related activities (including the sale of liquor and beer, provided that Tenant obtains Tenant's Liquor License), consistent with the standards of the convenience store system of other top quality, national or regional convenience store operators (including at Tenant's option, but not limited to, the sale of gasoline, diesel fuel and other petroleum products). No drug paraphernalia, illegal narcotics or gaming devices shall be allowed on the premises and this provision shall apply to the Tenant and to any agent, servant, or employee or guest of the Tenant.

Section 11.2 Exterior Signs. Tenant shall have the right, at its sole cost and expense, to erect exterior signs on the Demised Premises, provided such signs shall conform to any and all applicable

building and zoning codes and any applicable covenants or restrictions. Any such sign may be removed by Tenant at the expiration or termination of this Lease, provided that any damage to the Improvements resulting from such removal will be repaired at the sole cost and expense of Tenant. Landlord agrees, at Tenant's expense, to cooperate with Tenant in obtaining any variance from restrictions placed upon the erection or use of the signs by any governmental authority.

Section 11.3 Operating Covenants. Tenant shall operate its business in the Demised Premises for the Permitted Use set forth in Section 11.1 above commencing not later than March 1, 2021 (or the first day that the building has been approved for occupancy) and continuing through the Lease Term in a reasonably diligent and efficient manner and at all times in compliance with all applicable law so as to produce the maximum Net Non-Gasoline Sales which may be produced by such manner of operation, unless prevented from doing so as set forth below Subject to Tenant's inability to so operate its business within the Demised Premises by reason of strikes or labor disputes, or any assignment or subletting by Tenant in accordance with the terms of Section 13.1 of this Lease or the surrender to Landlord of the Demised Premises in accordance with the terms of Section 5.2 or 6.1 of this Lease, Tenant shall (i) carry at all times in the Demised Premises a stock of merchandise of such size, character and quality that shall be comparable to the stock of merchandise carried in stores by other top quality, national or regional convenience store operators and (ii) conduct its business in the Demised Premises during the term of this Lease on all days for not less than eighteen (18) hours each day of the Lease Term. Tenant acknowledges and agrees that Landlord has relied upon Tenant's continuous occupancy and operation in accordance with the foregoing provisions. Underground gasoline storage tanks shall not be allowed to be empty and retail convenience store inventory shall be kept at a level of inventory which shall be satisfactory to the Landlord, in its sole discretion.

In the event that Tenant fails to operate its business in the Demised Premises as required above in this Section 11.3 for a period of thirty (30) consecutive days, Landlord shall, during the continuance of any such Tenant failure to so operate, have the right (in addition to and not in lieu of any of Landlord's other rights and remedies set forth in this Lease), but not the obligation, to recapture possession of the Demised Premises from Tenant by written notice of such election to Tenant, whereupon (a) this Lease shall terminate as of the date set forth in such termination notice and (b) Landlord and Tenant shall be released thereby without further obligations to the other from the date of such termination, except (A) for items which have theretofore accrued and are then unpaid and (B) with respect to such provisions as are expressly stated to survive the expiration or other termination of this Lease.

Section 11.4 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Base Rent and Additional Rent and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy said Demised Premises during the Lease Term without hindrance or molestation of Landlord, or any person or persons lawfully claiming under Landlord. Landlord shall not be responsible for the acts or omissions of any third party that may interfere with Tenant's use and enjoyment of the Demised Premises, except any third party claiming by, through or under Landlord.

## ARTICLE 12 REPORTS

Section 12.1 Sales Reports.

Tenant shall not be required to furnish to Landlord and any Mortgagee the reports of sale of any product offered at the site. Tenant shall however be required to timely report all sales to governmental authorities including the city taxation department, the state of Missouri taxing authorities and any and all entities.

## ARTICLE 13 ASSIGNMENT; NO SUBLETTING

### Section 13.1 Limitations.

(a) Tenant shall not (i) assign this Lease in whole without the prior written consent of Landlord or (ii) have any right to (A) sublet the Demised Premises in whole or in part, (B) assign this Lease in part and/or (C) otherwise assign any rights to manage or operate Tenant's or any other business on the Demised Premises and/or use the Demised Premises in any way and/or otherwise transfer any rights in this Lease and/or with respect to the Demised Premises to any third party.

Any sale or other transfer, including by consolidation, merger or reorganization, of the Limited Liability Company of fifty percent (50%) or more of the (1) voting units of Tenant or any guarantor of Tenant if Tenants or such guarantor is a corporation, (2) interests in Tenant or any guarantor of Tenant if Tenants or such guarantor, or (3) membership interests in Tenant or any guarantor of Tenant if Tenant or such guarantor is a limited liability company, shall be an assignment for purposes of this Article 13 and shall require prior written consent.

(b) If Tenant desires to assign this Lease in whole or in accordance with this Section 13.1, Tenant shall notify Landlord at least ninety (90) days in advance of the day upon which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment, and such additional information as Landlord may reasonably request concerning the proposed assignee so as to allow Landlord to make an informed judgment as to the financial condition, reputation, operation and general desirability of the proposed assignee. Within sixty (60) days after Landlord's receipt of Tenant's proposed assignment, and any additional information requested by Landlord concerning the proposed assignee, Landlord shall notify Tenant whether Landlord consents or declines to consent to the proposed assignment. If Landlord fails to so notify Tenant within such sixty (60) day period, Landlord shall be deemed to have declined to consent to such proposed assignment. Landlord may withhold consent for any reason, or for no reason, at the sole discretion of the Landlord

(c) In the event of an assignment, in addition to the Rent due Landlord hereunder, Tenant shall pay to Landlord, as Additional Rent, within five (5) days following receipt thereof by Tenant, seventy-five percent (75%) of any monthly rent or other payment accruing to Tenant as the result of such assignment and/or the value of Tenant's leasehold interest in this Lease (including any lump sum or periodic payment in any manner relating to such assignment) which is in excess of the Rent then payable to Landlord under this Lease (after the deduction of Tenant's actual, reasonable expenses incurred and paid solely with respect to any brokerage commissions for such assignment, reasonable attorneys' fees

for such assignment and any improvements made to the Demised Premises for such assignment to ready the same for such assignee's occupancy and use to the extent that such improvements are not the obligation of Tenant to otherwise be undertaken and completed pursuant to the terms and conditions of this Lease, amortized over the remaining Term of this Lease). Landlord may require, and Tenant shall provide on demand, a certificate from Tenant specifying the full amount of any payment of whatsoever nature accruing to Tenant as the result of such assignment.

(d) In all circumstances in this Article 13, Tenant shall continue thereafter to be liable for the full performance of Tenant's obligations under this Lease as if the assignment had not occurred, and the assignee shall execute and deliver to Landlord an instrument in form and substance reasonably satisfactory to Landlord and its counsel agreeing to be bound by the provisions of this Lease and to perform all of Tenant's obligations hereunder (including, without limitation, all of Tenant's reporting obligations under Section 12.1 hereof). Within ten (10) days prior to any assignment of the Demised Premises, in whole, by Tenant, Tenant shall give Landlord and any Mortgagee written notice thereof together with a copy of the document of assignment and a copy of the aforesaid document executed by the Assignee.

(e) In addition, the document evidencing a permitted assignment shall contain sales reporting and auditing provisions similar to those set forth in Article 12 hereof and reasonably acceptable to Landlord.

(f) Tenant shall pay Landlord the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) to cover Landlord's administrative costs, overhead and attorneys' fees in connection with such assignment (the "Assignment Review Fee"), payable upon Tenant's initial submission of its assignment proposal to Landlord. Such sum is non-refundable to Tenant (whether or not Landlord's consent is granted) and is in consideration for Landlord's review and processing of Tenant's proposal to assign or sublet. The Assignment Review Fee shall increase to FIVE THOUSAND DOLLARS (\$5,000.00) during the Extended Term, if any. The consent by Landlord to any assignment shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment, nor shall reference anywhere else in this Lease to an assignee be considered as a consent by Landlord to such assignment or a waiver of the provisions of this Lease.

Section 13.2 Assignment by Landlord. Landlord shall have the right to assign this Lease in whole or in part, without the consent, written or otherwise, of Tenant.

#### **ARTICLE 14 UTILITIES**

Tenant agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service used, rendered or supplied upon or in the Demised Premises throughout the Lease Term, and to indemnify and hold Landlord and any Mortgagee harmless from and against any liability or damages on such account. Tenant shall also, at its sole cost and expense, procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Demised Premises of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such service to and upon the Demised Premises.

## ARTICLE 15 DEFAULT AND REMEDIES

Section 15.1 Default by Tenant. It shall be an event of default by Tenant hereunder if: (a) Tenant shall fail to pay Rent or any other amount owed to Landlord as herein required; (b) Tenant shall fail to observe or perform any of its other obligations hereunder; and (c) at any time during the term of the Lease, (i) Tenant shall file for relief under federal bankruptcy laws, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or (ii) an involuntary petition of the kind referred to in the preceding clause (i) of this Section 15.1 shall be filed against Tenant and such petition shall not be vacated or withdrawn within ninety (90) days after the date of filing thereof, or (iii) Tenant shall make a general assignment for the benefit of creditors, or (iv) Tenant shall be adjudicated a bankrupt, or (v) a receiver shall be appointed for the property of Tenant by order of a court of competent jurisdiction (except where such receiver shall be appointed in an involuntary proceeding, if he/she shall be withdrawn within ninety (90) days from the date of his/her appointment). In addition, promptly after Tenant knows or has reason to know that it is in default of the performance of any of its obligations under the Lease, Tenant shall provide to Landlord written notice of such default describing the same in detail and describing the action Tenant has taken and/or proposes to take in order to cure such default.

Section 15.2 Landlord's Remedies. In addition to any rights Landlord may have pursuant to Section 15.3 below, upon the occurrence of an event of default enumerated in Subsection (a) or (b) of Section 15.1 above, should such default remain uncured after thirty (30) days' notice of default, or seven (7) Domestic Business Days in the case of nonpayment of Rent or any other amount due hereunder, Landlord may at once thereafter or at any time subsequent during the existence of such breach or default enter into and upon the Demised Premises or any part thereof and repossess same, expelling and removing therefrom all persons and property (which property may be removed and stored at the cost, and for the account of Tenant); using such force as may be reasonable and necessary, and either (i) terminate this Lease, holding Tenant liable for damages for its breach, or (ii) without terminating this Lease, relet the Demised Premises or any part thereof upon such terms and conditions as appear advisable to Landlord, or (iii) pursue any other remedy allowed by law or equity. If Landlord shall proceed in accordance with the preceding clause (ii) of this Section 15.2, should the net amount received from reletting the Demised Premises during any month or part thereof under the terms of this Lease, Tenant shall pay such deficiency immediately upon calculation thereof and demand therefor by Landlord. Upon the occurrence of an event of default enumerated in Subsection (c) of Section 15.1 above, Landlord may, at its option, terminate this Lease at any time thereafter upon giving to tenant (10) days' written notice of Landlord's intention so to do. In such case, this Lease shall expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for the expiration hereof.

Notwithstanding the foregoing, if any event of default (except for a failure to pay Rent or any other amount due hereunder) cannot with diligence be cured within a thirty (30) day period, if the cure thereof shall be commenced within such period and continuously prosecuted with diligence thereafter, the period within which such default may be cured shall be extended for an additional period of time as may be reasonably necessary to cure such default with diligence, not to exceed an additional ninety (90) days without written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

Section 15.3 Landlord's Right to Cure. If Tenant shall be in default in the performance of the covenants herein contained, and shall not have cured such default within thirty (30) days after

written notice hereof, or seven (7) Domestic Business Days in the case of non-payment of Rent or any amount due hereunder, Landlord and any Mortgagee shall have the right to make any payment or perform any act required of Tenant under any provision of this Lease, and, in exercising such rights, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. All payments made and all costs and expenses incurred by Landlord or any Mortgagee in connection with any exercise of such right, together with interest thereon at a rate equal to the Prime Rate plus 2%, but not in excess of the highest legal rate which may be paid by Tenant under applicable law from the respective dates of the making of such payments or the incurring of such costs and expenses, shall be reimbursed by Tenant immediately upon demand. Notwithstanding the foregoing, nothing herein shall imply any obligation on the part of Landlord or any Mortgagee to make any payment or perform any act required of Tenant hereunder.

Section 15.4 Remedies Cumulative. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

Section 15.5 Security Deposit. In order to assure the Tenant's good and faithful performance of all obligations including the maintenance of insurance as required in Article 4, the protection of property against damage or destruction as required in Article 6, the prohibition against alteration of the premises and the guarantee to maintain fixtures and furnishings in good and orderly repair as required by Articles 7 and 8, as well as the requirement to observe and comply with all requirements of environmental laws as mandated by Section 8.3 and to keep the property free and clear of mechanic's liens as covenanted in Article 9, the Tenant agrees to deposit in trust with the Landlord the sum of Ten-Thousand Dollars (\$10,000.00) which may be applied by the Landlord against any default by the Tenant provided however that in no way should the money posted as security deposit be deemed as a waiver on the part of the Landlord to take and recover against the Tenant any damages for which the Tenant may be liable for damage for breach. Landlord preserves all rights provided for under Article 15 of this Lease and as provided for elsewhere within the Lease and may recover such funds as the Landlord is rightfully entitled for its loss due to any breach on the part of the Tenant in addition to the Tenant's forfeiture of all or any part of the security deposit held in escrow. But, if the Tenant performs each and every obligation required of the Tenant by this Agreement and is not in any default and has restored the property to the condition required by this Agreement, then in that event, after offsets for any damages which may be payable from the funds held in escrow, if any, the security deposit shall, at the expiration of the term of this Lease, or upon the expiration of the First Extended Term or Second Extended Term if same are exercised, or upon purchase of the property as provided for hereunder, same shall be refunded to the Tenant within thirty (30) days of such event.

## **ARTICLE 16 SUBORDINATION**

This Lease is subject and subordinate to any first lien mortgage which may now or hereafter encumber the Demised Premises and to all renewals, modifications, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In

confirmation of such subordination, however, Tenant shall at Landlord's request execute promptly any appropriate certificate or instrument that Landlord or any Mortgagee may reasonably require. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or instrument for and on behalf of Tenant.

## ARTICLE 17 MISCELLANEOUS

Section 17.1 Notice. All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and shall be deemed received (a) when delivered in person, (b) three (3) business days after mailing by United States mail, postage prepaid, certified, return receipt requested, or (c) one (1) business day after being deposited with a reputable overnight courier or delivery service, addressed to Landlord or Tenant at their respective addresses shown on the first page of this Lease, or at such other place as either party may from time to time designate in a written notice to the other party. A copy of any notice given by Tenant to Landlord shall be provided to Truman Mart LLC at 8301 East Truman Road, Kansas City, MO 64126.

Section 17.2 Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, Tenant and their respective successors and assigns.

Section 17.3 Recording Memorandum of Lease. In the event that either party shall desire to record this Lease in the public records of Jackson County, Missouri, Landlord and Tenant shall forthwith cause to be prepared, and shall thereafter execute in recordable form, a memorandum of this Lease, which memorandum, and not this Lease, shall then be filed of record, all at the requesting party's cost and expense.

Section 17.4 No Joint Venture. It is the intention of this Lease to create the relation of Landlord and Tenant between the parties hereto and no other relation whatsoever, and nothing herein contained shall be construed to make the parties hereto partners or joint venturers, or to render either party hereto liable for any of the debts or obligations of the other party. Landlord agrees that the operation, conduct and policies of the business conducted in the Demised Premises shall always be within the sole discretion of Tenant, subject to the terms of this Lease.

Section 17.5 No Waiver of Breach. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Lease shall impair any such right or power or be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

Section 17.6 Invalidity. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.7 Governing Law. THIS LEASE SHALL, IN ALL RESPECTS, BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MISSOURI



WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

Section 17.8 Entire Agreement. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by the parties hereto.

Section 17.9 Estoppel Certificates. Tenant will, from time to time, upon fifteen (15) days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a certificate stating that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications) and for the dates to which Base Rent and other sums payable hereunder have been paid, and setting forth the Lease Term, Rent and parties in possession, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. Any such certificate may be relied upon by any prospective mortgagee or purchaser of the Demised Premises.

Section 17.10 Surrender. Upon the expiration of the Lease Term or the earlier termination of this Lease with respect to all or any portion of the Demised Premises pursuant to the terms hereof, Tenant shall deliver up the Demised Premises, or the applicable portion thereof, free and clear of all liens and encumbrances arising from acts done or suffered by or arising out of any judgment against Tenant or those acting through or under Tenant, of all real estate taxes, personal property taxes, assessments, water rates and other governmental charges, general and special, and all other liens and encumbrances arising by reason of Tenant's failure to perform under the terms of this Lease, in the condition required by this Lease, ordinary wear and tear and damage or destruction by virtue of condemnation or casualty excepted. At such time as any of the interests of the Tenant in and to all or any portion of the Demised Premises shall cease, Tenant agrees that it shall execute and deliver such documents as may be reasonably necessary to establish Landlord's full rights in the Demised Premises, or the applicable portion thereof.

Section 17.11 Holding Over. In the event Tenant shall hold over after expiration or termination of this Lease, Tenant shall be a tenant-at-will, and all the terms and provisions of this Lease shall be applicable during such hold-over period, except that Tenant shall pay to Landlord as rental for the period of such holding-over, an amount equal to Two (2) times the monthly installment of Base Rent and Additional Rent payable under this Lease immediately prior to such hold-over period. The rental payable during such hold-over period shall be payable by Tenant to Landlord in advance on the first day of each month of such hold-over period. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the Term of this Lease. Tenant shall vacate and deliver the Demised Premises to Landlord upon Tenant's receipt of at least thirty (30) days prior written notice from Landlord to vacate.

Section 17.12 Carefree, Net Lease. It is the intention and purpose of the parties hereto to create by this Lease a lease of the kind commonly known as "carefree" to Landlord. Accordingly, Tenant agrees:

(a) to bear, pay for and discharge not only such items as it has specifically agreed by the prior provisions of this Lease to bear, pay for and discharge, but also all other costs, charges and expenses, which Landlord has not specifically agreed to bear, including without limitation, all utility costs and

expenses of every kind and description whatsoever which must be borne, paid for and discharged in connection with the Demised Premises;

(b) that Landlord shall receive from Tenant the Rent agreed to be paid by Tenant, without setoff or deduction; and

(c) that Landlord shall be subject to no expense whatsoever on account of any matter or thing connected with or arising from the Demised Premises or this Lease, including, but not limited to any applicable sales, use or rent taxes, during the Lease Term, other than those expenses which Landlord has specifically agreed to bear.

Notwithstanding anything set forth herein to the contrary, Tenant will not be liable for any income tax or franchise tax of Landlord arising as a result of this Lease, payments made pursuant hereto, or otherwise.

Section 17.13 Broker(s). Each of Landlord and Tenant (a) represents and warrants to the other that it has not engaged any broker, agent or finder which is entitled to any brokerage commissions, finder's fees or other compensation in connection with the execution of this Lease, and (b) agrees to indemnify the other against, and hold it harmless from, all liability, including, without limitation, attorneys' fees, arising from any such claims by any person alleged to have been engaged by the indemnifying party.

Section 17.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same Lease.

Section 17.15 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Lease, or because of an alleged breach or default of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

Section 17.16 Limitation of Warranties. It is expressly agreed by the parties that there are, and were, no oral representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease which are not incorporated in this Lease, and that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Lease, except those expressly set forth in this lease.

Section 17.17 No Merger. There shall be no merger of this Lease or the leasehold estate hereby created with the fee estate in the Demised Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Demised Premises or any interest in such fee estate.

Section 17.18 Goodwill of the Landlord

(a) The Tenant acknowledges that the Landlord operates a successful business at the

Demised Premises, Land and Store and that substantial Goodwill has been established by the Landlord. In order to induce the Landlord to lease to the Tenant, Tenant, in advance of possession, on the date of execution of this Lease, shall pay an non-refundable sum of Fifty Thousand (\$50,000.00) to the Landlord, and this sum shall not be a credit or advance payment for any obligation of the Tenant for Rent or for Additional Rent, or for any other obligation of the Tenant.

Section 17.19 Waiver of Jury Trial. Landlord, on the other hand, and Tenant and all of Tenant's successors, subtenants and assignees (collectively, for the purposes of this Section 17.19, "Tenant"), on the other hand, shall and do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other in respect of any matter whatsoever arising out of or in any way connected with this Lease or the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Demised Premises or any claim of injury or damage by either party against the other.

Section 17.20 Limitation of Liability. No holder of any equity interest in Landlord, or in any entity comprising Landlord or its partners, and no officers or directors of Landlord or of any entity comprising Landlord or its partners, shall be subject to personal liability with respect to any of the terms of this Lease, nor shall Landlord have any liability to Tenant for any punitive damages, consequential and/or so-called "special" damages such as, but not limited to, lost profits. Tenant shall look solely to the equity of Landlord in the Land and the rents, issues and profits derived therefrom for the satisfaction of the remedies of Tenant in the event of a breach by Landlord. If Landlord shall fail to perform any term of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon the execution of such judgment and levy thereon against the right, title and interest of Landlord in the Land and out of rents or other income from the Land receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Land, and neither Landlord nor any of the members, partners, beneficiaries, officers, directors, trustees, venturers, shareholders, or affiliates of Landlord shall be personally liable for any deficiency. It is mutually agreed that this clause is and shall be considered an integral part of this Lease.

Section 17.21 Effectiveness of Lease. Submission of this Lease for examination or execution by Tenant does not constitute a reservation of nor an option for lease and this Lease shall not have any binding effect unless and until each of Landlord and Tenant shall have executed the Lease and fully executed copies of it have been delivered to each of Landlord and Tenant, or to their respective attorneys.

Section 17.22

Tenant Representations, Warranties and Covenants.

Tenant hereby

represents, warrants and covenants that:

(a) (i) Neither Tenant, its constituents or affiliates nor any of their respective agents (collectively, the "Tenant Parties") is in violation of any law relating to terrorism or money laundering, including, but not limited to, Executive Order No. 13224 on Terrorist Financing, the U.S. Bank Secrecy Act, as amended by the Patriot Act, the Trading with the Enemy Act, the International Emergency Powers act

and all regulations promulgated thereunder, all as amended from time to time (collectively, "Anti-Terrorism Law").

(ii) No action, proceeding, investigation, charge, claim, report, or notice has been filed, commenced, or threatened against any of the Tenant Parties alleging any violation of any Anti-Terrorism Law.

(iii) None of the Tenant Parties has, after due inquiry, knowledge of any fact, event, circumstance, situation or condition that could reasonably be expected to result in any action, proceeding, investigation, charge, claim, report, notice or penalty being filed, commenced, threatened or imposed against any of them relating to any violation of or failure to comply with any Anti-Terrorism Law.

(iv) None of the Tenant Parties is a "Prohibited Person". A Prohibited Person means any of the following:

(1) A person or entity that is "specially designated" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control, or which is owned, controlled by or acting for or on behalf of any such person or entity.

(2) A person or entity with whom Landlord is prohibited from dealing by an Anti-Terrorism law;

(3) Any person or entity that commits, threatens, or conspires to commit or supports "terrorism", as defined in any Anti-Terrorism Law.

(v) None of the Tenant Parties:

(1) Knowingly conducts any business or transactions or makes or receives any contribution of funds, goods, or services in violation of any Anti-Terrorism Law;

(2) Engages in or conspires to engage in any transaction that evades or avoids, has the purpose of evading or avoiding or attempts to violate any of the prohibitions of any Anti-Terrorism Law.

Additionally, Tenant covenants that it shall not:

(A) Knowingly conduct any business or transaction or make or receive any contribution of funds, goods, or services in violation of any Anti-Terrorism Law;

(B) Engage in or conspire to engage in any transaction that evades or avoids, has the purpose of evading or avoiding or attempts to violate any of the prohibitions of any Anti-Terrorism Law.

Finally, Tenant agrees promptly to deliver to Landlord (but in any event within ten (10) days of Landlord's written request) any certification or other evidence requested from time to time by

Landlord, in its reasonable discretion, confirming Tenant's compliance with the foregoing.

(b) Tenant is in sound financial condition and will be able to, and shall, fulfill all of its obligations and liabilities under this Lease.

(c) (i) Tenant is a duly constituted entity in good standing, qualified to do business in the state in which the Demised Premises is located and that such person(s) is/are duly authorized to execute and deliver this Lease on behalf of Tenant, (ii) there is no contract or agreement binding on Tenant which would conflict with or in any way prevent the execution, delivery or performance by Tenant of the terms of this Lease, and (iii) it is paying its debts as they come due and is solvent, and that this Lease shall not render Tenant insolvent or otherwise unable to pay its debts as they come due.

(d) Tenant shall not carry any illegal inventory nor have any gaming or gambling devices on the Demised Premises. Tenant shall not carry any illegal narcotic or non-narcotic drug, nor drug paraphernalia, or any inventory of a questionable nature. Should any governmental agency representative question the Landlord about any product being offered for sale and identify same as potentially illegal, regardless of the position of the Tenant with respect to same, the product shall be removed from the Demised Premises, the expense of the Tenant. Should the Landlord find during the course of inspections, any product which the Landlord believes is of a questionable or undesirable nature, the Landlord shall notify the Tenant of the concerns of the Landlord, and the Tenant shall remove the items from the Demised Premises. Tenant shall not engage in any illegal activity on the Demised Premises. If the Tenant, or any of the employees of the Tenant, engage in, or allow criminal or undesirable activity to occur on or around the Demised Premises, this Lease shall immediately terminate.

e) Tenant shall execute an Asset Purchase Agreement with respect to the Inventory found on the Demised Premises and shall pay to the Landlord, as additional consideration all money due relating to the inventory to be conveyed to the Tenant. An Inventory and payment of money relating to the inventory shall be completed prior to the Tenants right of occupancy under this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first stated above.

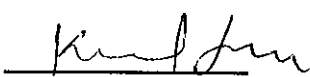
**Tenant:**

**Landlord:**

Manmeet Enterprises LLC

Truman Mart LLC

By:   
Name: Kamaljeet Kaur

  
Name: Kewal Singh

Authorized Representative

Authorized Representative

## **LIST OF EXHIBITS**

- Exhibit A - Legal Description of the Demised Premises
- Exhibit B - Electronic Funds Transfer Authorization
- Exhibit C - Substitute W-9 Form
- Exhibit D - Environmental Disclosure Statement

**EXHIBIT A**

**LEGAL DESCRIPTION**

To be provided by title company in the event of a sale of the property by Landlord and Tenant and provided for herein.



**EXHIBIT B**

**Manmeet Enterprises LLC** a Missouri limited liability company, hereinafter called "Tenant", whose principal place of business is at 11805 East 23<sup>rd</sup> Street S, Independence, Missouri, hereby authorizes Truman Mart LLC hereinafter called "Landlord", to initiate debit entries to its bank account number at the depository named below, hereinafter called "Depositor", which in turn shall debit the same to such account. These debit entries will be in the form of electronic debit.

**DEPOSITORY:**

INSTITUTION NAME: \_\_\_\_\_  
ABA\*: \_\_\_\_\_  
Branch: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

This Authorization Agreement allows Landlord to debit this account at frequent intervals for varying amounts. It is acknowledged and accepted that Landlord may debit Tenant's account on or after the Due Date defined by the terms of Tenant's Lease and other agreements with Landlord. **There will be a \$100 charge for any draft returned unpaid by your depository.** By signing this form, Tenant in no way relinquishes any legal right to dispute any item. This authority is to remain in full force and effect until Landlord and Depository have received written notification from Tenant of its termination in such time and in such manner as to afford Landlord and Depository a reasonable opportunity to act on it.

TENANT: Manmeet Enterprises LLC., a Missouri limited liability company

KAMALJEET KAUR  
Authorized Name (Please Print)

Fax Number for EFT Notices

Kamaljeet Kaur  
Authorized Signature

01/19/21  
Date Phone Number

**EXHIBIT C**  
**SUBSTITUTE W-9 FORM**

See attached.

**EXHIBIT D**

**ENVIRONMENTAL DISCLOSURE STATEMENT**

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

1-19-2021

Date

Truman Mart LLC  
Attn: Kewal Singh  
8301 East Truman Road  
Kansas City, MO 64126

**RE: ENVIRONMENTAL DISCLOSURE STATEMENT**

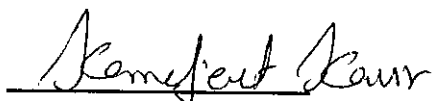
Dear Mr Singh

This Environmental Disclosure Statement (this "Disclosure Statement") is delivered pursuant to Section 8.3 of the Lease Agreement (the "Lease") dated as of January 15, 2021, effective as of March 1, 2021, by and between Truman Mart LLC, hereinafter called "Landlord", as Landlord, and Manmeet Enterprises LLC., a Missouri limited liability company, hereinafter called "Tenant", as Tenant. Capitalized terms used but not defined in this Disclosure Statement have the meanings given them in the Lease.

Other than as described on the referenced statement, Tenant has no actual knowledge of material adverse environmental conditions or material violation of environmental status relating to the Demised Premises or the Gasoline Facilities.

Sincerely,

Manmeet Enterprises LLC.  
a Missouri limited liability company



Name: Kamaljeet Kaur  
Title: Managing Member





**INDEPENDENCE**  
★ COMMUNITY DEVELOPMENT ★

**MANAGING OFFICER APPOINTMENT**

Date 1/19/2021

MANMEET ENTERPRISES LLC has appointed  
(Name of Corporation or LLC)

KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC as Managing Officer for the  
(Name of Managing Officer)

Corporation or LLC. KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC 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: FULL TIME MANAGER AND OPERATOR

The business operates under the name of Truman Mart 1

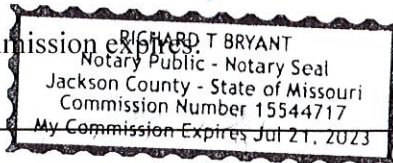
and is located at 11805 East 23rd Street South, Ind MO

Signature of Corporate Officer or LLC Member

Subscribed and sworn to before me this 19TH day of JANUARY, 2021.

Notary Public

My Commission Expires



**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.

**Election by a Small Business Corporation**  
 (Under section 1362 of the Internal Revenue Code)  
 (Including a late election filed pursuant to Rev. Proc. 2013-30)  
 ▶ You can fax this form to the IRS. See separate instructions.  
 ▶ Go to [www.irs.gov/Form2553](http://www.irs.gov/Form2553) for instructions and the latest information.

OMB No. 1545-0123

**Note:** This election to be an S corporation can be accepted only if all the tests are met under *Who May Elect* in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.

**Part I Election Information**

<b>Type or Print</b>	Name (see instructions)	<b>A Employer identification number</b>
	<b>MANMET ENTERPRISES LLC</b>	[REDACTED]
	Number, street, and room or suite no. If a P.O. box, see instructions.	<b>B Date incorporated</b>
	<b>11805 EAST 23RD STREET S</b>	<b>01/14/2021</b>
	City or town, state or province, country, and ZIP or foreign postal code	<b>C State of incorporation</b>
	<b>INDEPENDENCE MO 64050</b>	<b>MISSOURI</b>

**D** Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in **A** above, changed its  name or  address

**E** Election is to be effective for tax year beginning (month, day, year) (see instructions) . . . . . ▶ 01/14/2021

**Caution:** A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.

**F** Selected tax year:

- (1)  Calendar year
- (2)  Fiscal year ending (month and day) ▶ \_\_\_\_\_
- (3)  52-53-week year ending with reference to the month of December
- (4)  52-53-week year ending with reference to the month of ▶ \_\_\_\_\_

If box (2) or (4) is checked, complete Part II.

**G** If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under *Who May Elect* in the instructions) ▶

<b>H</b> Name and title of officer or legal representative whom the IRS may call for more information	Telephone number of officer or legal representative
<b>RICHARD T BRYANT, ATTORNEY</b>	<b>816-221-9000</b>

**I** If this S corporation election is being filed late, I declare I had reasonable cause for not filing Form 2553 timely. If this late election is being made by an entity eligible to elect to be treated as a corporation, I declare I also had reasonable cause for not filing an entity classification election timely and the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery. See instructions.

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**Sign Here** Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.

▶ Samjeet Kaur SOLE MEMBER/MANAGER/PRESIDENT 1/17/21  
 Signature of officer Title Date

Name

Employer identification number

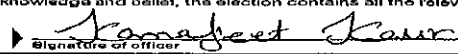
**Part I Election Information** (continued) **Note:** If you need more rows, use additional copies of page 2.

<b>J</b> Name and address of each shareholder or former shareholder required to consent to the election. (see instructions)	<b>K</b> <b>Shareholder's Consent Statement</b> Under penalties of perjury, I declare that I consent to the election of the above-named corporation (entity) to be an S corporation under section 1362(a) and that I have examined this consent statement, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete. I understand my consent is binding and may not be withdrawn after the corporation (entity) has made a valid election. If seeking relief for a late filed election, I also declare under penalties of perjury that I have reported my income on all affected returns consistent with the S corporation election for the year for which the election should have been filed (see beginning date entered on line E) and for all subsequent years.		<b>L</b> Stock owned or percentage of ownership (see instructions)		<b>M</b> Social security number or employer identification number (see instructions)	<b>N</b> Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
KAMALJEET KAUR 8051 N DENVER AVE APT 1105 KANSAS CITY MO 64119		01/14/2021	100	1/14/2021	[REDACTED]	12/31

TIME : 01-19-2021 13:27  
 FAX NO.1 : 816-221-9010  
 NAME : Richard T Bryant

FILE NO. : 623  
 DATE : 01.19 13:25  
 TO : IRS - 2553  
 DOCUMENT PAGES : 2  
 START TIME : 01.19 13:25  
 END TIME : 01.19 13:27  
 PAGES SENT : 2  
 STATUS : OK

\*\*\*SUCCESSFUL TX NOTICE\*\*\*

Form <b>2553</b> (Rev. December 2017) Department of the Treasury Internal Revenue Service	<b>Election by a Small Business Corporation</b> (Under section 1362 of the Internal Revenue Code) (Including a late election filed pursuant to Rev. Proc. 2019-30) ▶ You can fax this form to the IRS. See separate instructions. ▶ Go to <a href="http://www.irs.gov/Form2553">www.irs.gov/Form2553</a> for instructions and the latest information.	OMB No. 1545-0123
Note: This election to be an S corporation can be accepted only if all the tests are met under <i>Who May Elect</i> in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.		
<b>Part I Election Information</b>		
Type or Print	Name (see instructions) MAMMET ENTERPRISES LLC Number, street, and room or suite no. If a P.O. box, see instructions. 1180E EAST 23RD STREET S City or town, state or province, country, and ZIP or foreign postal code INDEPENDENCE MO 64950	A Employer Identification number B Date incorporated 01/14/2021 C State of incorporation MO
D Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in A above, changed its <input type="checkbox"/> name or <input type="checkbox"/> address		
E Election is to be effective for tax year beginning (month, day, year) (see instructions) ▶ 01/14/2021 Caution: A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.		
F Selected tax year: (1) <input checked="" type="checkbox"/> Calendar year (2) <input type="checkbox"/> Fiscal year ending (month and day) ▶ (3) <input type="checkbox"/> 52-53-week year ending with reference to the month of December (4) <input type="checkbox"/> 52-53-week year ending with reference to the month of ▶ If box (2) or (4) is checked, complete Part II.		
G If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under <i>Who May Elect</i> in the instructions) ▶ <input type="checkbox"/>		
H Name and title of officer or legal representative whom the IRS may call for more information RICHARD T BRYANT, ATTORNEY		Telephone number of officer or legal representative 816-221-9000
I If this S corporation election is being filed late, I declare I had reasonable cause for not filing Form 2553 timely. If this late election is being made by an entity eligible to elect to be treated as a corporation, I declare I also had reasonable cause for not filing an entity classification election timely and the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery. See instructions.		
Sign Here Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.		
Signature of officer 		SOLE MEMBER/MANAGER/PRESIDENT Date 1/14/21
For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 15629R Form 2553 (Rev. 12-2017)		



OPERATING AGREEMENT OF  
MANMEET ENTERPRISES LLC  
(A MISSOURI LIMITED LIABILITY COMPANY)

Kamaljeet Kauran, an individual (the "Member"), hereby forms, this 14th day of January 2021, a limited liability company pursuant to and in accordance with the Missouri Limited Liability Company Act (the "Act"), and hereby declares the following to be the Operating Agreement of such limited liability company:

1. Name. The name of the limited liability company formed hereby (the "LLC") is MANMEET ENTERPRISES LLC.
2. Purpose and Powers. The purpose of the LLC is to engage in any activity for which limited liability companies may be organized in the State of Missouri, as well as those which are set forth in the Articles of Organization filed with the Missouri Secretary of State. The LLC shall possess and may exercise all of the powers and privileges granted by the Actor by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC.
3. Admission of Member. Simultaneous with the execution and delivery of this Agreement and the filing of Articles of Organization with the State, Kamaljeet Kaur is admitted as the sole Member.
4. Interest. The LLC shall be authorized to issue a single class of Limited Liability Company Interest (the "Interest") including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.
5. Capital Subscriptions. Simultaneously with the execution hereof, the Member is contributing not less than \$1,000.00 in cash or services to the LLC in exchange for her Interest. The Member may contribute cash or other property to the LLC as it shall decide, from time to time.
6. Tax Characterization and Returns. The Member acknowledges that at all times only one person holds equity interests in the LLC for federal income tax purposes and it is the intention of the LLC to be treated as a "sole proprietorship or disregarded entity" for federal and all relevant state tax purposes and (ii) the LLC will be treated as a "sole proprietorship or disregarded entity" for federal and all relevant state tax purposes and shall make all available elections to be so treated, unless otherwise determined to be treated as a corporation or other entity for tax purposes. The filing of an IRS 2553 Election shall be conclusive as to the desire of the Member/Manager to have the LLC taxed as a "S-Corp" and not as a disregarded entity.
7. Management. The management of the LLC shall be vested solely in Kamaljeet Kaur, the sole member, who shall have all powers to control and manage the business and affairs of the LLC and may exercise all powers of the LLC.
8. Distributions. At such time as the Member shall determine, the Member shall cause the LLC to distribute any cash held by it which is neither reasonably necessary for the operation of the LLC nor otherwise in violation of the Act.
9. Assignments. The Member may assign all or any part of its Interest at any time (an assignee of such Interest is hereinafter referred to as a "Permitted Transferee"). A Permitted Transferee shall become a substituted Member automatically upon an assignment.
10. Distributions Upon Dissolution. Upon the occurrence of an event set forth in Section 11 hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the LLC's creditors to the extent required by the Act, the remaining funds and assets of the LLC.

11. Dissolution. The LLC shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, or (b) an event of dissolution of the LLC under the Act.

12. Limited Liability. The Member shall have no liability for the obligations of the LLC except to the extent required by the Act.

13. Amendment. This Agreement may be amended only in a writing signed by the Member.

14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF MISSOURI, EXCLUDING ANY CONFLICTS OF LAWS, RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

15. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement, without such illegal or invalid term or provision, would be to cause any party to lose the benefit of its economic bargain.

IN WITNESS WHEREOF, the undersigned has caused this Operating Agreement of the Limited Liability Company to be executed this day, the 14th day of January 2021.

Kamaljeet Kaur, Sole Member

A handwritten signature in cursive script that reads "Kamaljeet Kaur". The signature is written in dark ink and is positioned below the typed name of the signatory.



State of Missouri  
John R. Ashcroft Secretary of State  
Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

LC1755793  
Date Filed: 01/14/2021  
John R. Ashcroft  
Missouri Secretary of State

## Articles of Organization

Reference Number SR209843

Receipt Number TR608461

1. The name of the limited liability company is: Manmeet Enterprises LLC

2. The purpose(s) for which the limited liability company is organized:

the operation of convenience stores, gas stations, and similar businesses and all other lawful purposes/

3. The name and address of the limited liability company's registered agent in Missouri is:

Name Richard T Bryant

Address 1111 Main Street, Suite 750, Kansas City, Missouri, 64105, United States

4. The address of its principal place of business is:

11805 E 23rd St S, Independence, Missouri, 64050, United States

5. The management of the limited liability company is vested in:

Manager

6. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated:

1/14/2021

7. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual:

Perpetual

8. The name(s) and street address(es) of each organizer:

Name KAMALJEET KAUR

Address 8051 N Denver Ave, Kansas City, Missouri, 64119, United States

### In Affirmation thereof, the facts stated above are true and correct:

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

Name KAMALJEET KAUR

Title Organizer

Date 01/14/2021

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

**Manmeet Enterprises LLC**  
**LC1755793**

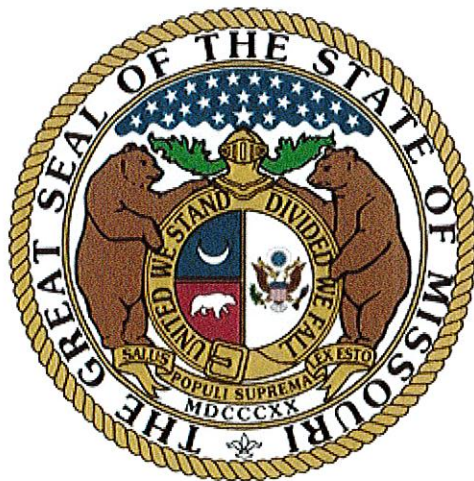
filed its Articles of Organization with this office on the 14th day of January, 2021, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on 14th day of January, 2021, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

Effective Date: January 14, 2021

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 14th day of January, 2021.

  
Secretary of State



# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

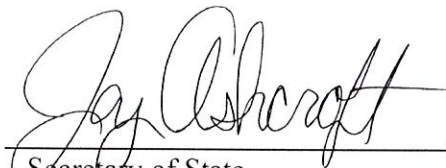
I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**Manmeet Enterprises LLC**

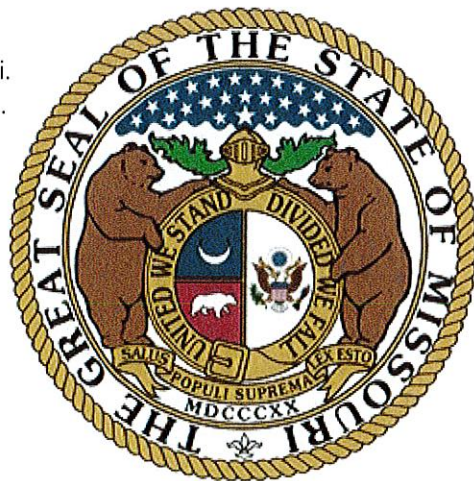
**LC1755793**

A Missouri entity was created under the laws of this State on 1/14/2021, 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 14th day of January, 2021.

  
Secretary of State

Certification Number: CERT-IN50259





**State of Missouri**  
**John R. Ashcroft Secretary of State**  
 Corporations Division  
 PO Box 778 / 600 W.Main St., Rm. 322  
 Jefferson City, MO 65102

X01431139  
 Date Filed: 01/14/2021  
 Expire Date: 01/14/2026  
 John R. Ashcroft  
 Missouri Secretary of State

## Registration of Fictitious Name

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Reference Number      SR209867  
 Receipt Number        TR608513

**The undersigned is doing business under the following name and at the following address:**

**Business name to be registered:** Truman Mart 1  
**Business Address:**            11805 E 23rd St S  
**City, State and Zip Code:** Independence, Missouri, 64050

**Owner Information:**

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Charter #	Name of Owners, Individual or Business Entity	Address	If Listed, Percentage of Ownership Must Equal 100%
LC1755793	Manmeet Enterprises LLC	11805 E 23rd St S, Independence, Missouri, 64050, United States	100

**In Affirmation thereof, the facts stated above are true and correct:**

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

The undersigned agrees and represents that he/she is authorized to execute this document

**Name**      Richard T Bryant **On Behalf of** Manmeet Enterprises LLC  
**Title**        Owner  
**Date**        01/14/2021













Image features customer-funded upgrades. Base package does not include eyebrow lighting.

## THE STRENGTH OF THE PAST, BOLDLY UPDATED FOR THE FUTURE

Introducing the new **Phillips 66 Rivet Image**. The Phillips 66 Rivet Image features the Shield logo standing prominently above the canopy. Named for its industrial, modern feel, Rivet is designed to help your site stand out.

### THE PHILLIPS 66 RIVET IMAGE PACKAGE:

- **Bold New Canopy Look:**
  - Canopy fascia update
  - Replace existing logos canopy logos (up to 2 per site)
- **Vibrant New Dispenser image:**
  - New pump valances
  - New pump skirt doors with vinyl overlays
  - New pump bezel decals and product ID panels
- **Freshen Up Forecourt Elements:**
  - Repainting of the following under canopy elements: bollards or inverted u's, metal island curb forms, and column poles
  - New pump number sign flags
- **Enhance Main ID Price Sign (MID)**
  - Repainting of MID poles
- **Retrace of Pre-Oasis High Rise Signs**

*The above listed elements constitute the standard Phillips 66 image package. Anything not listed above is not part of the package and must be customer funded. All additional items or services not listed here, will be billed to the customer directly.*



# Signature Image

RIVET:FUSION:CREST



Image features customer-funded upgrades. Base package does not include eyebrow lighting.

## A NEW LOOK TO BE PROUD OF

### RIVET: THE NEW SIGNATURE IMAGE FOR PHILLIPS 66

Introducing the new Signature Image for the Phillips 66® brand – Rivet. The iconic shield stands tall above the canopy, a strong representation of the proud, heartland brand. Named for its industrial, modern feel, the new Rivet image attracts consumers in today's competitive marketplace where a safe, well-lit and clean fueling experience is key.

*The brand has a long history and is well-recognized, and I think this image incorporates that ... bringing it to a modern, sleek, sophisticated look."*

—Patrick Albro,  
Sunoco LP



66 76 110  
110 110 110

RIVET: THE NEW SIGNATURE IMAGE FOR PHILLIPS 66



## PHILLIPS 66 HAS NEVER LOOKED BETTER

Almost 10 years ago, we introduced the Oasis image for Phillips 66®. Now, we are bringing the Phillips 66 brand's strong heritage into the future with a new, modern image. Rivet is the new Signature Image for Phillips 66, and we're excited to roll it out as we continue to elevate our brands to help attract new consumers.

### SIGNATURE IMAGE PACKAGE INCLUDES:

- Like for like replacements
- Canopy fascia update
- Replace canopy logos
- Pump re-image
- Paint forecourt elements



### RIVET IMAGE CRITERIA\*

- **Canopy Underdeck Lighting:** LED under canopy lighting
- **Restrooms:** Public access required. Free inside access preferred
- **Retail Excellence Program (REP):** Score 85+ on four of past six mystery shops

### CREATE EVEN MORE "WOW" WITH THESE OPTIONAL CUSTOMER-FUNDED UPGRADES:

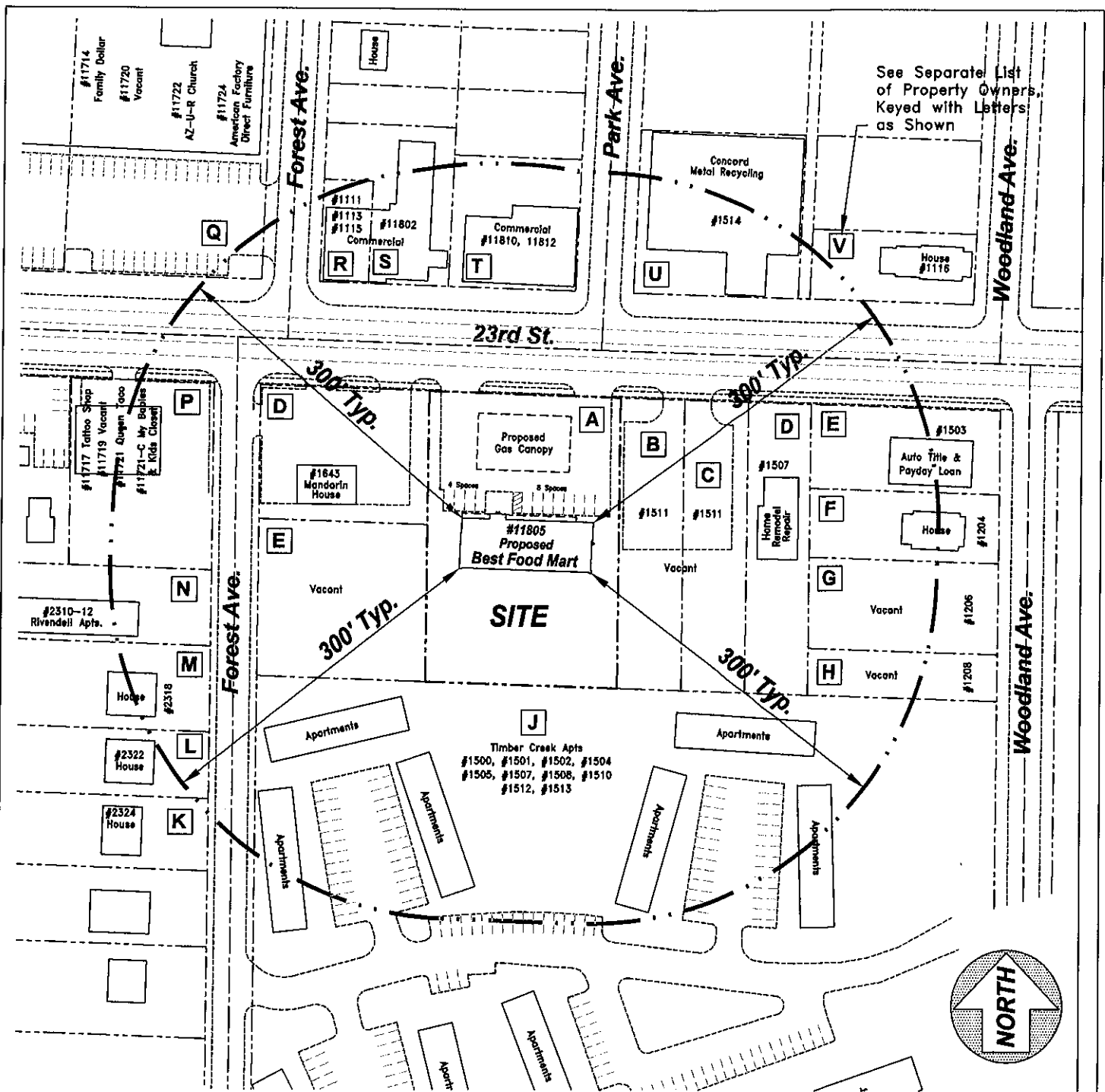
- Canopy halo / eyebrow lighting
- Upgrade MID with LED pricers
- Amenity unit replacements

Contact your sales rep or send an email to [Experience66@p66.com](mailto:Experience66@p66.com).

Volume requirements may be required for the potential to receive Phillips 66 funding. Phillips 66, Conoco, and 76 are registered trademarks owned by Phillips 66 Company. All other marks may be trademarks owned by their respective owners. © 2017 Phillips 66 Company. All rights reserved. 1/17/17/202



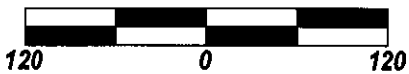
33' dia 76 LED sign



See Separate List of Property Owners, Keyed with Letters as Shown

For: Best Food Mart  
 c/o Dick Bryant  
 Richard T. Bryant & Associates  
 1111 Main St., #750  
 Kansas City, MO 64105  
 816-221-9000

SCALE: 1" = 120'



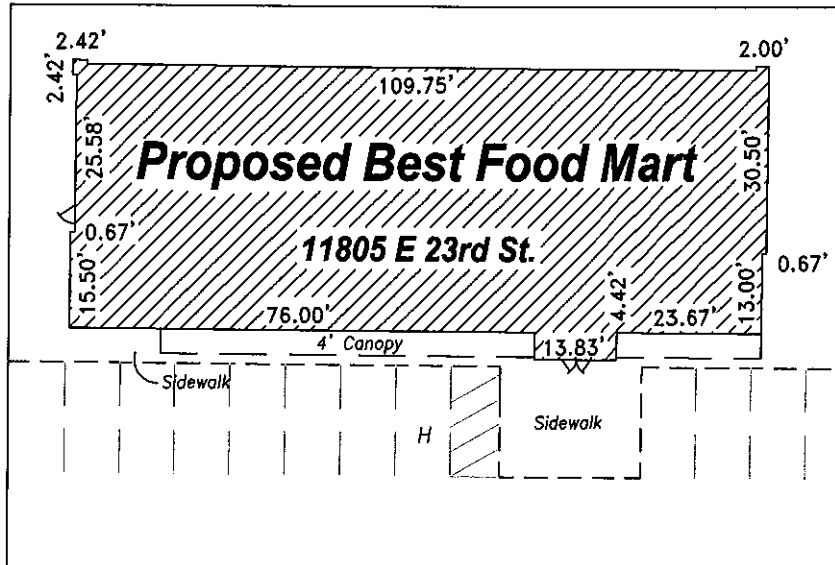
The roads, property lines, and buildings shown are based on information obtained from the City of Independence, and Jackson County Recorder's and Tax Assessors offices and websites.

This drawing is intended for Liquor Permit Application purposes only, and does not represent a Boundary Survey. No ownership or boundary information was provided to the engineer.

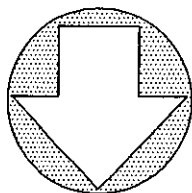
See Sheet 2 for an enlarged Building Dimension Detail. See attached sheet for parcel ownerships and tenant addresses.

**BYAM** Engineering  
 3501-G S. Sterling Ave.  
 Independence, MO 64052  
 Phone 816-252-3519  
 Since 1953

For: <b>Best Food Mart c/o Dick Bryant</b>		
<b>11805 E. 23rd St.</b>		
<b>Liquor Permit Proximity Site Plan</b>		
DATE	JOB NO.	ISSUE
Dec. 29, 2017	2017-1267	P
SHEET 1 OF 2		

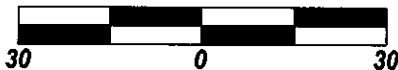


Overall Bldg. Size: Approx. 43.5' x 114.17' plus Vestibule  
**Building Dimension Detail**  
 Scale: 1" = 30'



**NORTH**

SCALE: 1" = 30'



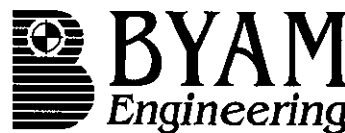
**Legend**

- Parcel/Ownership Line
- R/W Line
- Building
- Building Address
- Parking/Pavement

The proposed building and site layout is shown per information received from the project architect: Riad Baghdadi, RB Architecture, 10107 W. 105th St., Overland Park, KS 66212, (913) 375-7659. Building dimensions are approximate since plans have not been reviewed for permits.

This plan is intended for Liquor Permit Application purposes only, and does not represent a Boundary Survey. No ownership or boundary information was provided to the engineer.

See Sheet 1 for the Liquor License Proximity Map. See attached sheet for parcel ownerships and tenant addresses.



3501-G S. Sterling Ave.  
 Independence, MO 64052  
 Phone 816-252-3519  
 Since 1953

For: **Best Food Mart c/o Dick Bryant**  
**11805 E. 23rd St.**  
**Liquor Permit Proximity Site Plan**

<b>DATE</b>	<b>JOB NO.</b>	2017-1267	<b>ISSUE</b>
Dec. 29, 2017	<b>SHEET</b>	2 OF 2	P

IBR ARCHITECTURE ENGINEERING CONSTRUCTION  
 THESE PLANS AND THE PROPERTY OF IBR  
 ARCHITECTURE ENGINEERING CONSTRUCTION. NO  
 REPRODUCTION OF THESE PLANS IN WHOLE OR  
 IN PART IS PERMITTED WITHOUT THE WRITTEN  
 PERMISSION OF IBR ARCHITECTURE ENGINEERING  
 CONSTRUCTION. EARTHQUAKE ENGINEERING IS

Project Number	111
Date	06-14-2017
Drawn by	Author
Checked by	Checker
	00

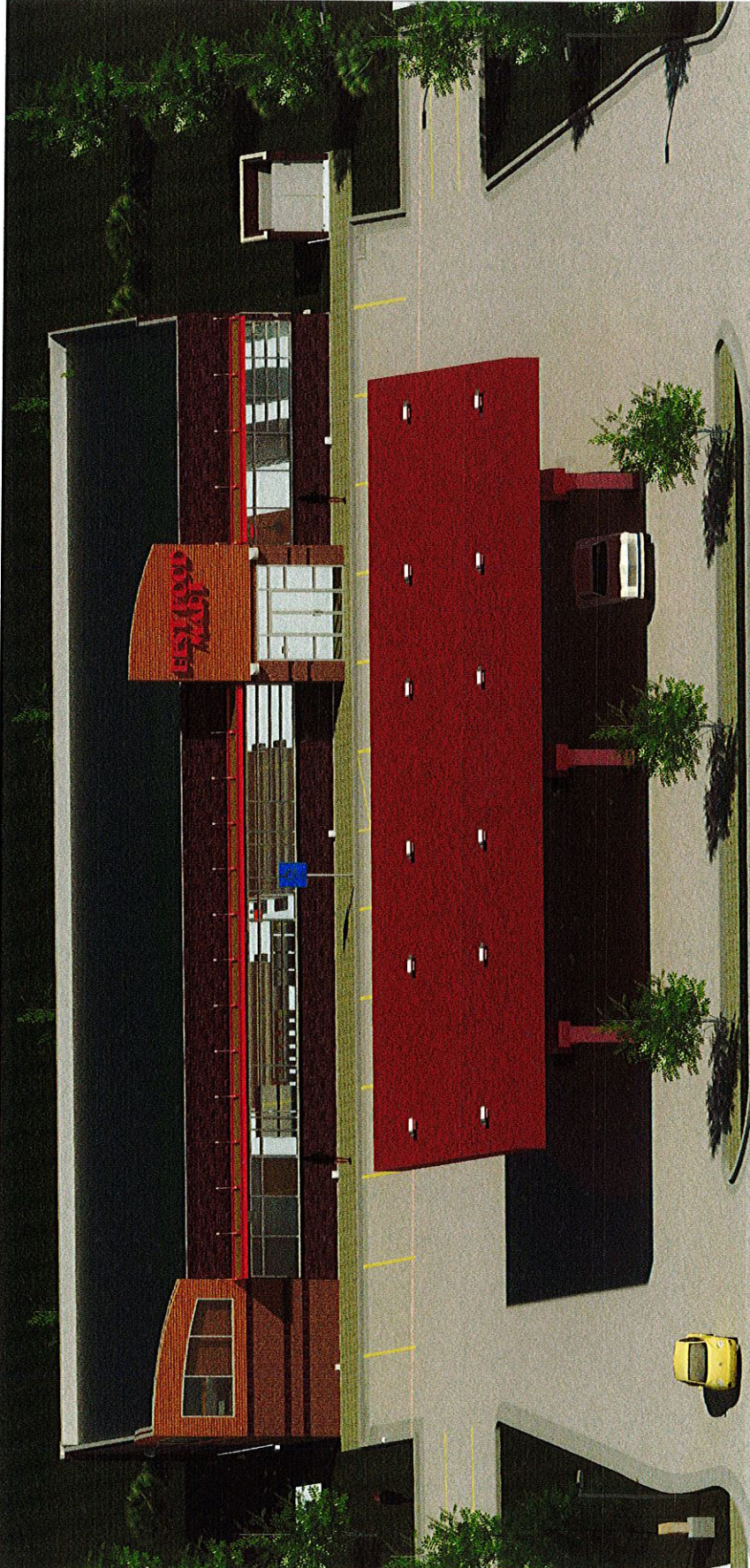
GENERAL VIEW

FOOD MART & FUELING  
 GAS STATION  
 1805 E 23RD STREET  
 INDEPENDENCE, MISSOURI

NO.	Description	DIM.



ARCHITECTURE ENGINEERING CONSTRUCTION  
 TEL: (913) 375-7699 EMAIL: [head.baghdadi@yahoo.com](mailto:head.baghdadi@yahoo.com)  
 1017 W 105 STREET, OVERLAND PARK, KANSAS 66212







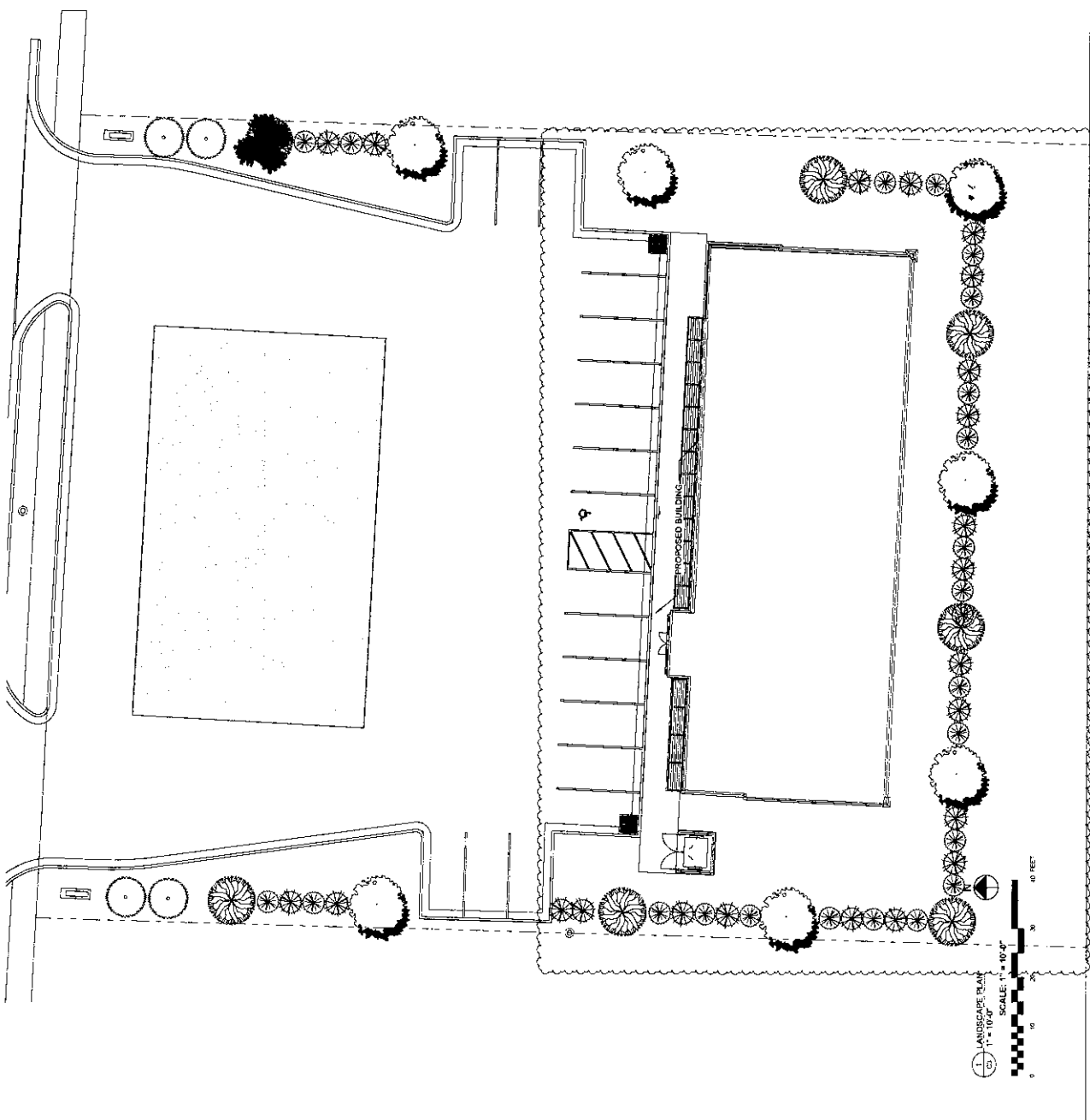




TREES	QTY	LANDSCAPE SCHEDULE	NAME	SIZE
	9	NEW TREE JUNGLE URUBAMA CAMEROUNAERT AVIBER		6 FT
	9	ORANGE FLUM RED TOME		2' CAL
	4	GENEO CAMBERGERS / EASTERN REDWOOD		7' CAL
	4	ANTHUS FLUM / EASTERN REDWOOD		6 FT
	19	QUANZAN CAMBERGERS / EASTERN REDWOOD		1 CAL
	19	PANNIN FLUM ORIENTALE / PARBLE ROSET / MARILLI - FOUNTAIN GRASS		1 CAL
		EXISTING TREES TO REMAIN		

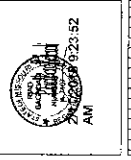
**GENERAL LANDSCAPE NOTES**

- CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE ANY WORK.
- ALL PLANTINGS SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND SHALL BE INSTALLED TO THE SAME SPECIFICATIONS AS NOTED ON THE PLAN.
- CONTRACTOR SHALL MAKE NO SUBSTITUTIONS WITHOUT THE APPROVAL OF THE OWNER.
- CONTRACTOR SHALL STAKE LAYOUT PLANTING IN THE FIELD AND SHALL MAINTAIN THE INSTALLATION BY THE OWNER BEFORE PROCEEDING WITH THE WORK.
- ALL SHRUB BEDS WITH LAMPY AREAS SHALL RECEIVE A MANICURED CODE.
- ALL SHRUB BEDS SHALL BE MULCHED WITH 4" OF SHREDDED DRYED DARK LEAVES WHICH SHOULD BE NOTED ON THE PLAN WHERE MULCHED WITH GRAVEL APPLIES.
- ALL SHRUB BEDS SHALL BE TREATED WITH THE PRE-SHIMMENT HERBICIDE MANICURE TO PREVENT WEEDS FROM GROWING IN THE AREAS.
- ALL EXISTING AREAS AROUND BUILDING AND PARKING SHALL BE FOR 14. LODS RESEED WITH A TURF-TYPE TALL FESCUE SEED BLEND.
- SEEDS AREAS SHALL BE MULCHED & MULCHED BY APPROVED METHODS AND SHALL BE WITH A TURF-TYPE TALL FESCUE SEED BLEND IN 10000'S.
- ALL EXISTING AREAS SHALL BE RESEED WITH A TURF-TYPE TALL FESCUE SEED BLEND APPLIED AT A RATE OF 15 LBS PER 1000 SQUARE FEET PER MANUFACTURER'S INSTRUCTIONS.
- ALL EXISTING AREAS SHALL BE RESEED WITH A TURF-TYPE TALL FESCUE SEED BLEND APPLIED AT A RATE OF 15 LBS PER 1000 SQUARE FEET PER MANUFACTURER'S INSTRUCTIONS.
- ALL EXISTING AREAS SHALL BE RESEED WITH A TURF-TYPE TALL FESCUE SEED BLEND APPLIED AT A RATE OF 15 LBS PER 1000 SQUARE FEET PER MANUFACTURER'S INSTRUCTIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE PLANTS FOR THE FIRST YEAR AFTER PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANTS FOR THE FIRST YEAR AFTER PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANTS FOR THE FIRST YEAR AFTER PLANTING.
- ALL PLANT MATERIALS SHALL BE SPECIFIED QUALITY STOCKS AS SET FORTH IN THE SPECIFICATIONS AND SHALL BE DELIVERED TO THE SITE IN A CONDITION THAT THEY CAN BE INSTALLED IMMEDIATELY. ALL PLANTS SHALL BE DELIVERED TO THE SITE IN A CONDITION THAT THEY CAN BE INSTALLED IMMEDIATELY.
- SOILS EXPOSED ON THE PLANT SITE ARE THE MINIMUM ACCEPTABLE SIZE IN NO CASE WILL THEY BE LESS THAN THE SPECIFIED SIZE BE ACCEPTED.
- PLANTS SHALL NOT BE PLANTED PRIOR TO DELIVERY TO THE SITE OR AFTER PLANTING HAS BEEN COMPLETED. PLANTS SHALL NOT BE PLANTED PRIOR TO DELIVERY TO THE SITE OR AFTER PLANTING HAS BEEN COMPLETED.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT OF THE PLANTS AND SHALL BE RESPONSIBLE FOR ESTABLISHMENT OF THE PLANTS AND SHALL BE RESPONSIBLE FOR ESTABLISHMENT OF THE PLANTS.
- PLANTS SHALL NOT HAVE NAME TAGS REMOVED PRIOR TO FINAL INSPECTION.
- IN SEEDING AREAS REMAIN ALL DEBRIS INCLUDING BRUSHES AFTER SPRINKLING AND 4" OF MULCH SHALL BE APPLIED TO THE SEEDING AREAS PRIOR TO OTHER WORK.
- PLANTING SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND SHALL BE ACCORDING TO THE LANDSCAPE PLAN.
- PLANTING SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND SHALL BE ACCORDING TO THE LANDSCAPE PLAN AND SHALL BE ACCORDING TO THE LANDSCAPE PLAN.



LANDSCAPE PLAN  
SCALE: 1" = 10'-0"  
40 FEET

**ARCHITECTURE ENGINEERING CONSTRUCTION**  
10107 W 105 STREET, OVERLAND PARK KANSAS 66112  
TEL: (913) 575-7858 EMAIL: lead@aed@aek.com



NO.	DATE	DESCRIPTION
1	11-22-2018	ISSUED FOR PERMIT

**FOOD MART & FUELING GAS STATION**  
11805 E 23RD STREET  
INDEPENDENCE, MISSOURI

**LANDSCAPE PLAN**

Project Number: 111  
Date: 06-16-2017  
Drawn by: Cheung  
Checked by: Cheung  
**C3** SHEET NO.  
2/1/2018 9:23:35 AM

**FOR ARCHITECTURE ENGINEERING CONSTRUCTION**  
THESE PLANS ARE THE PROPERTY OF AED ARCHITECTURE ENGINEERING CONSTRUCTION AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF AED ARCHITECTURE ENGINEERING CONSTRUCTION. AED ARCHITECTURE ENGINEERING CONSTRUCTION IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE USE OF THESE PLANS.

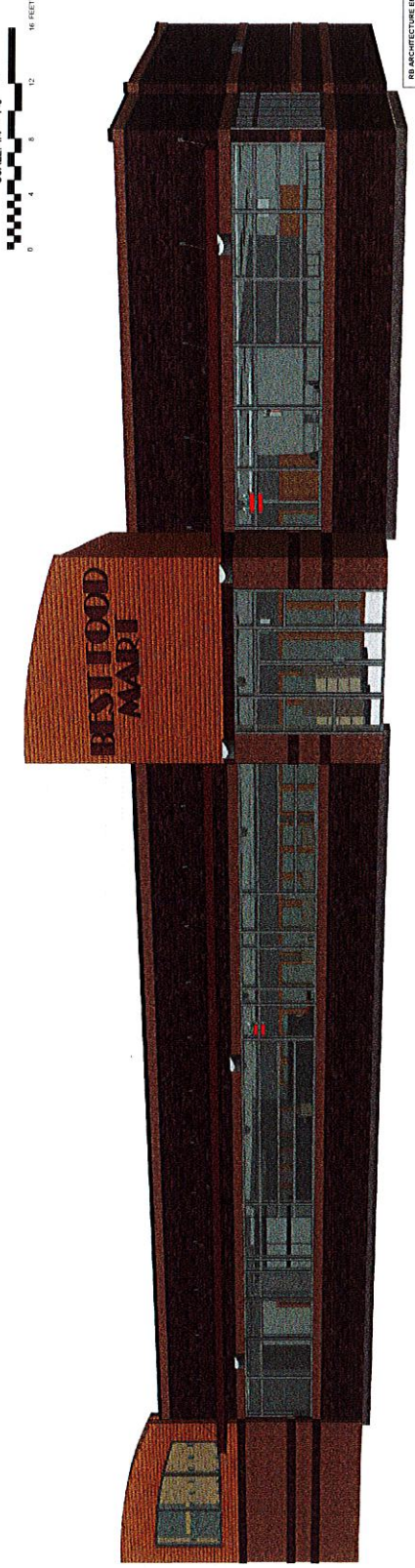
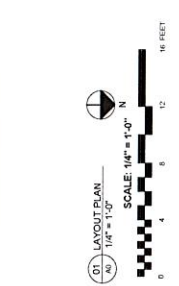
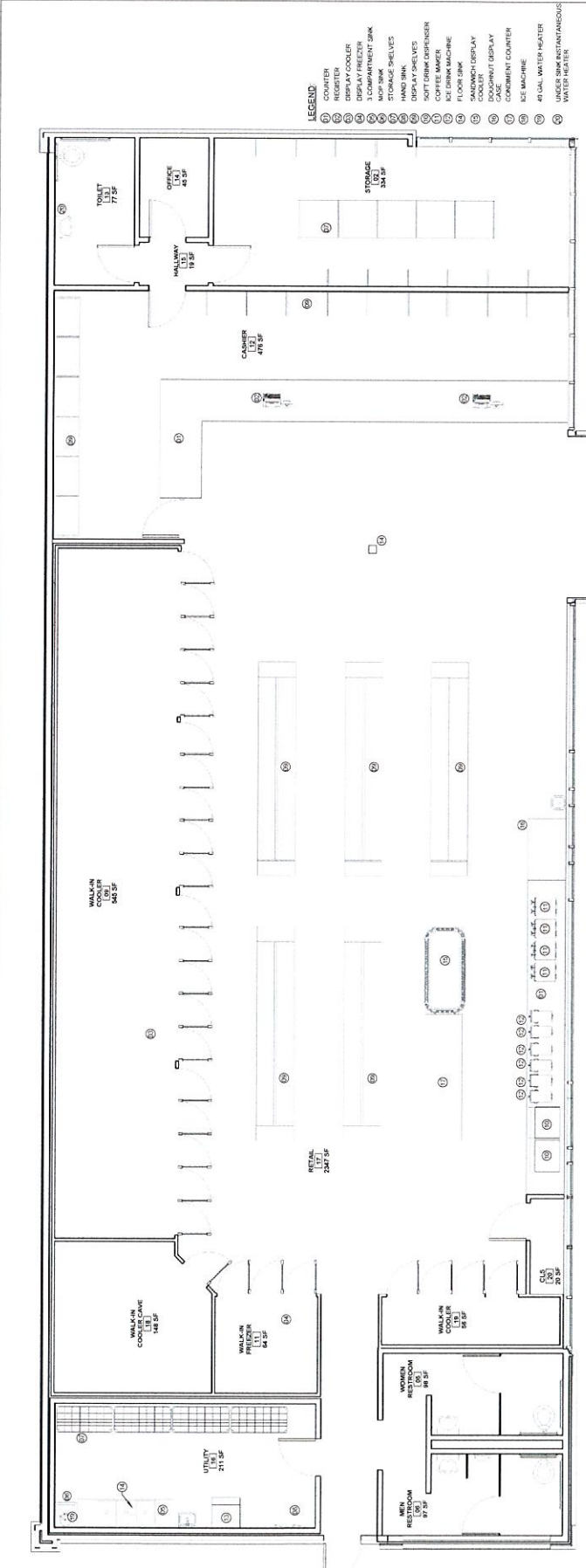
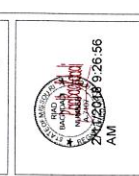
**BEST FOOD MART & FUELING STATION**  
 11805 E 23RD STREET  
 INDEPENDENCE, MISSOURI

**LAYOUT PLAN**

Project Number: 11-11-2015  
 Date: 11-11-2015  
 Drawn by: Author:  
 Checked by: Checker:  
 A0

SHEET NO.  
 2/11/2018 9:28:56 AM

**ARCHITECTURE ENGINEERING CONSTRUCTION**  
 10107 W 105 STREET, OVERLAND PARK, KANSAS 66212  
 TEL: (913) 775-7659 EMAIL: rhd@ahddi@yahoo.com



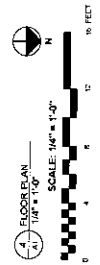
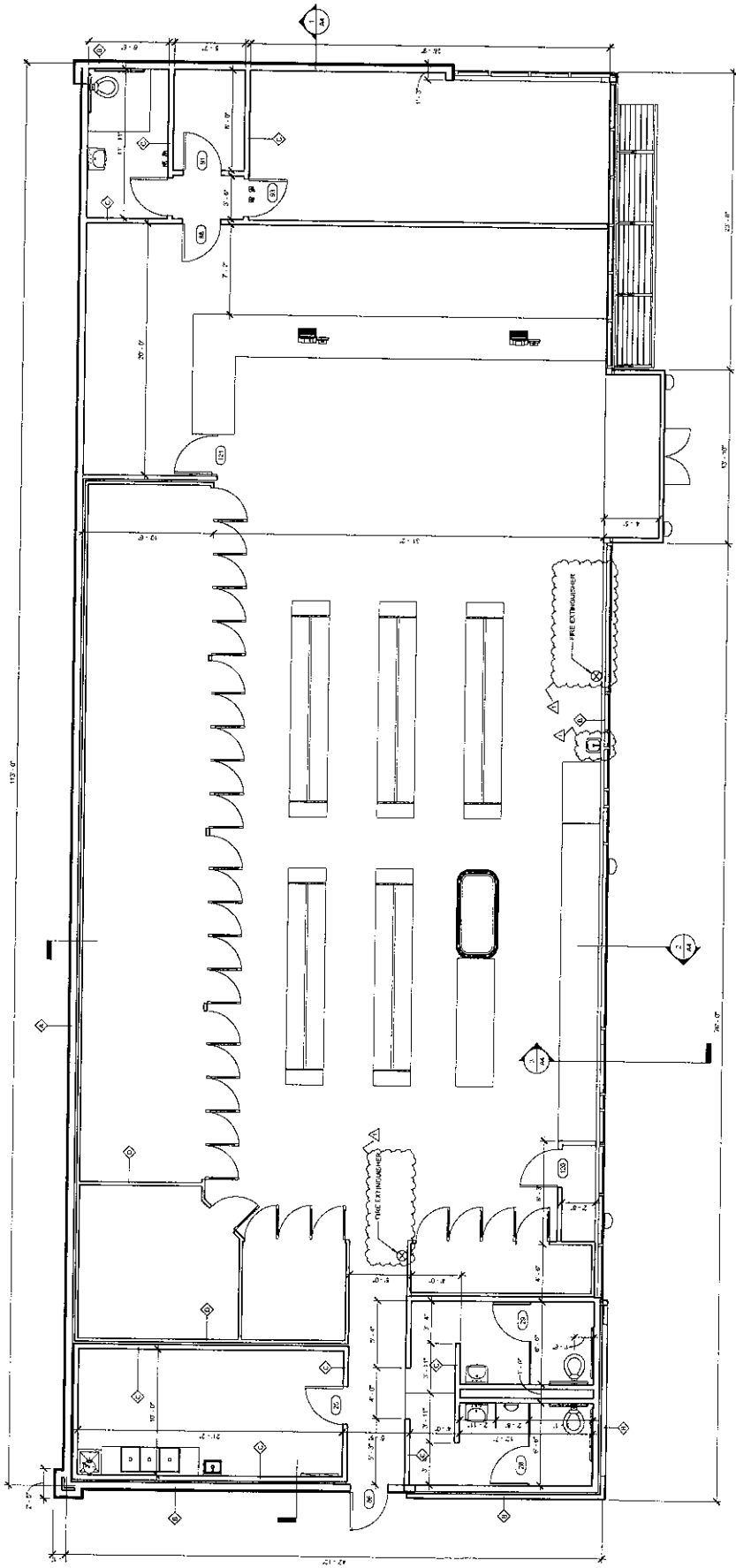
RB ARCHITECTURE ENGINEERING CONSTRUCTION  
 THESE PLANS AND THE PROPERTY OF RB ARCHITECTURE ENGINEERING CONSTRUCTION. NO REPRODUCTION OF THESE PLANS IN WHOLE OR IN PART IS PERMITTED WITHOUT THE WRITTEN PERMISSION OF RB ARCHITECTURE ENGINEERING CONSTRUCTION.



No.	Description	Date
1	REV. SHEET CITY COMMENTS	02-15-2017

**BEST FOOD MART & FUELING STATION**  
 1805 E 23RD STREET  
 INDEPENDENCE, MISSOURI

Project Name	Project Number
Date	1-11-2017
Drawn by	Author
Checked by	Checker
<b>A1</b>	
Sheet No.	Sheet No.



WALL TYPE	DESCRIPTION
A	EXTERIOR WALL 2X4 WOOD STUDS @ 16" O.C., 5/8" GYP. BOARD OVER 5/8" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT.
B	EXTERIOR WALL 2X4 WOOD STUDS @ 16" O.C., 5/8" GYP. BOARD OVER 5/8" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT.
C	INTERIOR WALL 2X4 WOOD STUDS @ 16" O.C., 5/8" GYP. BOARD OVER 5/8" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT. 2X4 WOOD STUDS @ 16" O.C. WITH 1/2" GYP. BOARD APPROVED BY ARCHITECT.
D	MANUFACTURER AND PRECAST WALL PROVIDED BY

THESE PLANS ARE THE PROPERTY OF RHD ARCHITECTURE ENGINEERING CONSTRUCTION. NO PART OF THESE PLANS OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF RHD ARCHITECTURE ENGINEERING CONSTRUCTION. PROJECT PROTECTED.



1805 E 23RD STREET, OVERLAND PARK KANSAS 66212  
 TEL: (913) 376-7899 EMAIL: rlad.baghdadi@yahoo.com

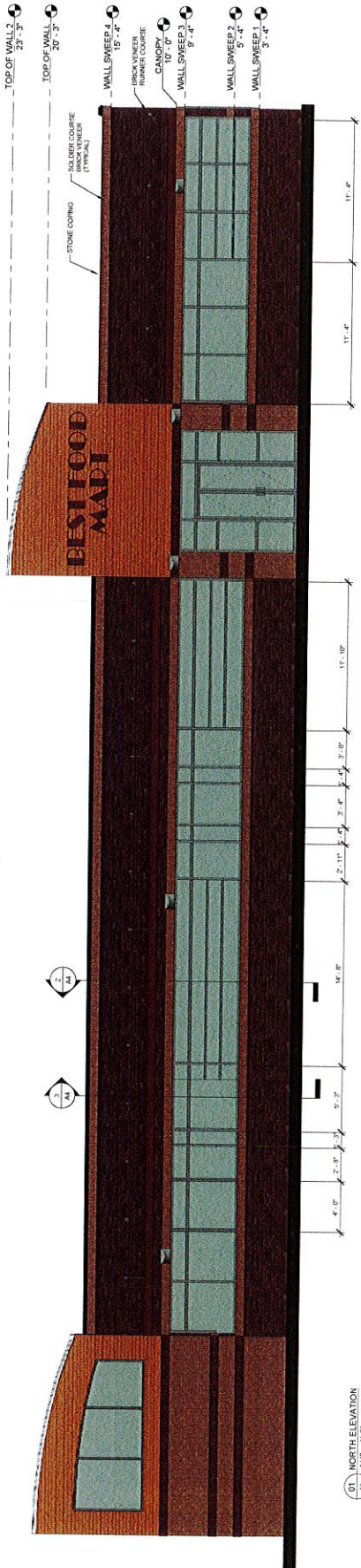
ARCHITECTURE ENGINEERING CONSTRUCTION



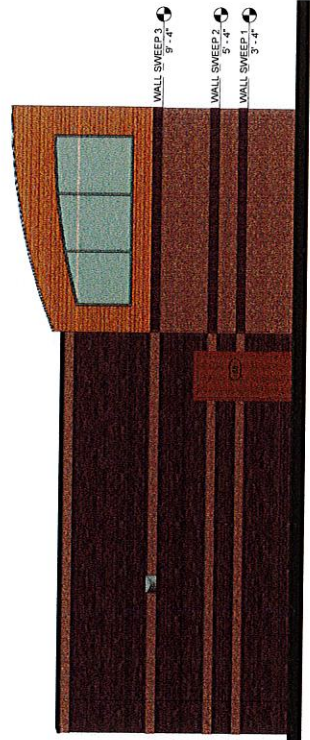
No.	Description	Date

**BEST FOOD MART & FUELING STATION**  
 1805 E 23RD STREET  
 INDEPENDENCE, MISSOURI

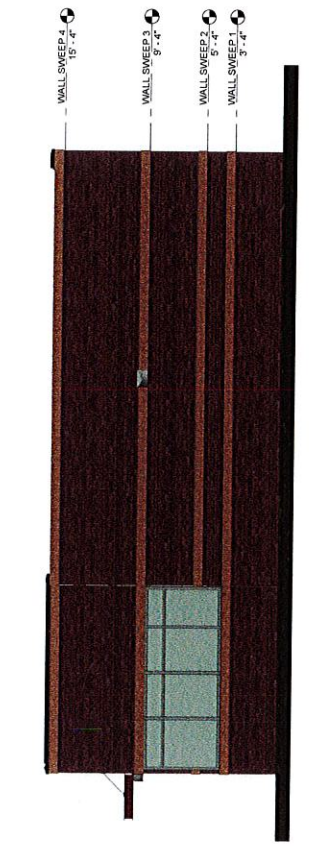
Project Number	1111-0005
Date	11.11.2005
Drawn by	Labdar
Checked by	Chadler
Scale	A3
Sheet No.	2/10



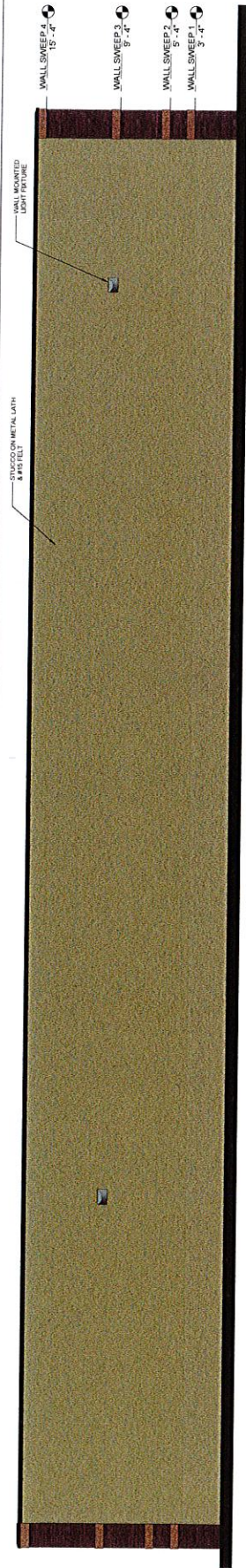
01 NORTH ELEVATION  
 1/4" = 1'-0"



02 EAST ELEVATION  
 1/4" = 1'-0"



03 WEST ELEVATION  
 1/4" = 1'-0"

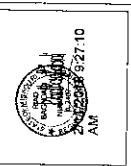


04 SOUTH ELEVATION  
 1/4" = 1'-0"



RB ARCHITECTURE ENGINEERING CONSTRUCTION  
 THESE PLANS AND THE PRESENCE OF RB ARCHITECTURE ENGINEERING CONSTRUCTION PART OF THE PREPARATION OF PERMANENT WORKING PERMISSION OF ARCHITECTURE ENGINEERING IS EXPLICITLY PROHIBITED.





NO.	REVISION

**BEST FOOD MART & FUELING STATION**  
 11805 E 23RD STREET  
 INDEPENDENCE, MISSOURI

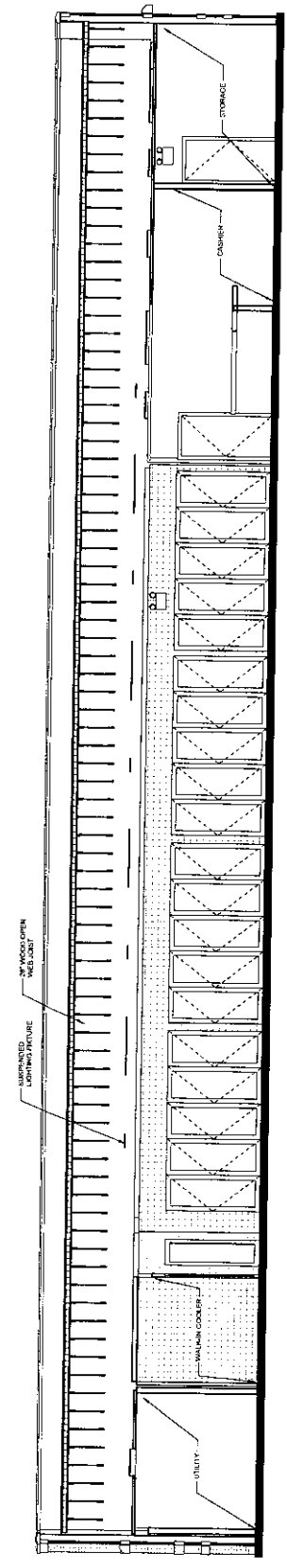
**SECTIONS**

Project Name: Best Food Mart  
 Date: 11.11.2015  
 Drawn By: ALBERT  
 Checked By: CHRISTOPHER

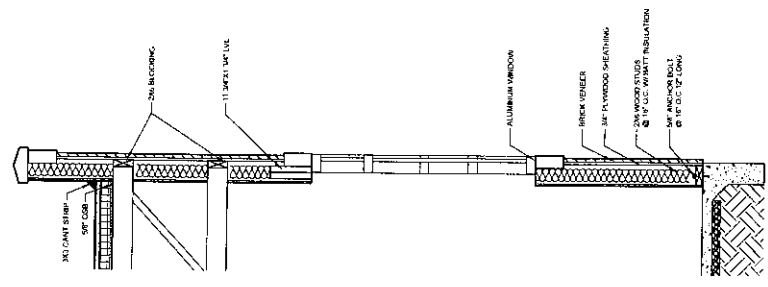
**A4**

TITLE: \_\_\_\_\_ SHEET NO.: \_\_\_\_\_

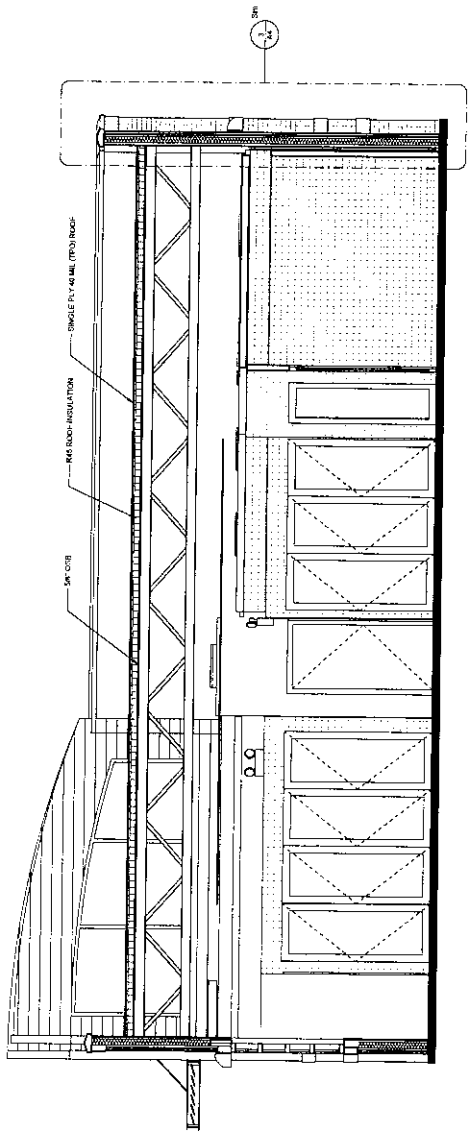
WE ARCHITECTURE ENGINEERING CONSTRUCTION  
 10107 W 105 STREET, OVERLAND PARK, KANSAS 66212  
 TEL: (913) 375-7859 FAX: (913) 375-7858  
 WWW.WEARCHITECTUREENGINEERING.COM



1 LONG SECTION  
 1/4" = 1'-0"



2 SHORT SECTION  
 3/4" = 1'-0"



3 SHORT SECTION  
 3/4" = 1'-0"

10107 W 105 STREET, OVERLAND PARK KANSAS 66212  
 TEL: (913) 375-7859 EMAIL: rick.baughdad@yahoo.com

ARCHITECTURE ENGINEERING CONSTRUCTION



PROJECT NUMBER: 11-11-2015  
 CLIENT: A5  
 ARCHITECT: ARCHITECTURE ENGINEERING CONSTRUCTION  
 DRAWN BY: [Blank]  
 CHECKED BY: [Blank]  
 DATE: 11-11-2015

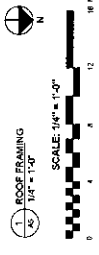
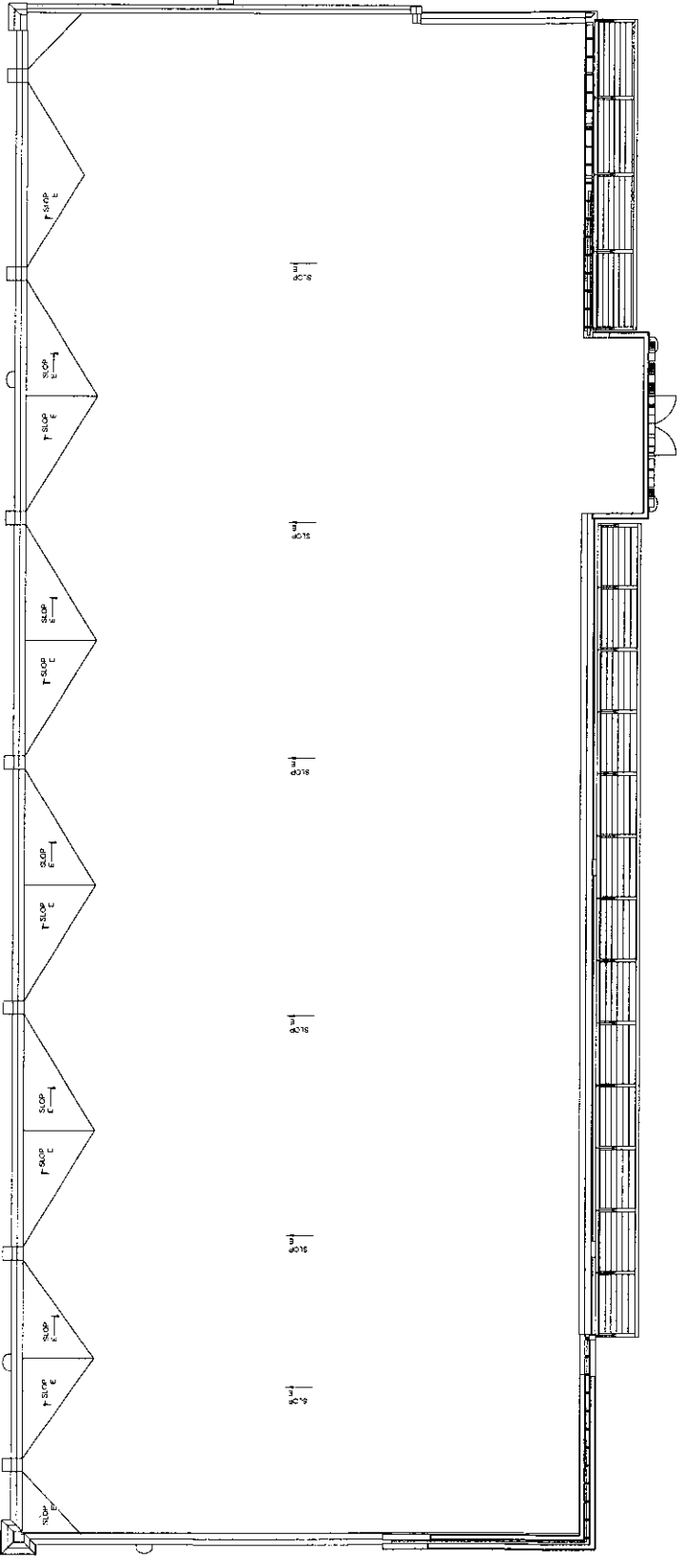
NO.	DESCRIPTION	DATE

BEST FOOD MART  
 &  
 FUELING STATION  
 1805 E 23RD STREET  
 INDEPENDENCE, MISSOURI

PROJECT NUMBER: 11-11-2015  
 CLIENT: A5  
 ARCHITECT: ARCHITECTURE ENGINEERING CONSTRUCTION  
 DRAWN BY: [Blank]  
 CHECKED BY: [Blank]  
 DATE: 11-11-2015

PROJECT NUMBER: 11-11-2015  
 CLIENT: A5  
 ARCHITECT: ARCHITECTURE ENGINEERING CONSTRUCTION  
 DRAWN BY: [Blank]  
 CHECKED BY: [Blank]  
 DATE: 11-11-2015

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ROOF FRAMING  
 1/4" = 1'-0"

24 NOV 27 11 AM

SSN =



USA

# MISSOURI

NOT FOR REAL ID PURPOSES

## DRIVER LICENSE

9 CLASS **F** 4b EXP **08/20/2026**  
4d DL NO [REDACTED] 3 DOB **08/20/1983**  
1 **KAUR**  
2 **KAMALJEET**  
3 **8801 N DENVER AVE**  
4 **KANSAS CITY, MO 64118**  
9a END **NONE**  
12 RESTRICTIONS **NONE**  
15 SEX **F** 17 WGT **195 lb**  
16 HGT **5'-05"** 18 EYES **BRO**  
4a ISS **07/30/2023**

*Kamaljeet Kaur*

5 DD **260112120025**

**08/20/83**



# TAX PAYMENT RECEIPT

RECEIPT NUMBER: 3835520  
Entered: 12/9/2020  
Interest Date: 12/4/2020

Page 1 of 1  
Cashier: -1  
Drawer: 33

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
00099001411396	2020	128	\$66.02	\$0.00	Property Tax Principal
Amount Applied for Tax Year 2019			\$66.02	\$0.00	Unpaid Balance Amount for Tax Year 2019

Agency	Amount
COUNTY SERVICES	\$1.1276
KANSAS CITY	\$12.9369
HANDICAP TAX	\$0.8250
KCJC TAX	\$1.5535
LIBRARY TAX	\$2.6983
HEALTH TAX	\$0.6877
MENTAL HEALTH TAX	\$0.6877
NORTH KANSAS CITY SCHOOL DISTRICT	\$45.2844
STATE TAX	\$0.2190

Description of Property:

Make:	CHRY	Item Type:	TRUCK
Model:	PACIFICA TOURING 4D AWD	1st Name on Title:	UNKNOWN PARTY
Model Series:	PACIFICA TOURING 4D AWD	2nd Name on Title:	
Year:	2006	Plate:	Serial No./VIN: 2A4GF68476R769322

Situs Address: 8051 N DENVER AVE APT 1105, KANSAS CITY

**Total Paid on This Receipt: \$66.02**

**Thank you for your payment.**

End of Receipt Number 3835520: 1 Page

Notes:

**\*Interest, penalties and fees will be assessed on any unpaid balance amount.**

The amount of any unpaid balance shown on this receipt is the unpaid balance at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

PAYER:

OWNER:

05414



KAUR KAMALJEET  
8051 N DENVER AVE APT 1105  
KANSAS CITY MO 64119-1004

KAUR KAMALJEET  
8051 N DENVER AVE APT 1105  
KANSAS CITY, MO 64119-1004

14110

# We the People

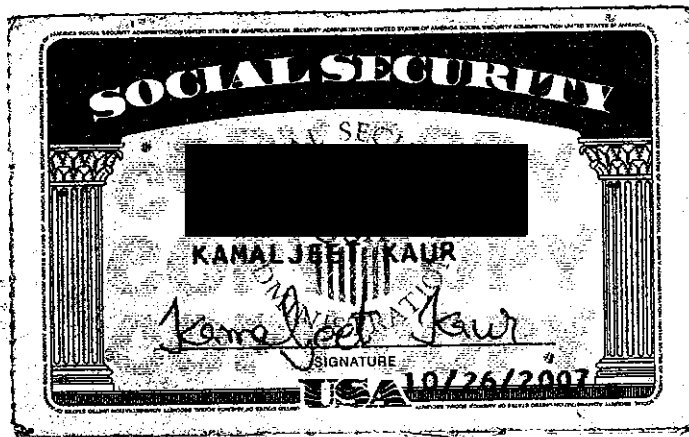
*Of the United States*

*In Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*



3

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR



DEPARTMENT OF HOMELAND SECURITY

DEPARTMENT OF NATURALIZATION

No. 41741856

Personal description of holder  
as of date of naturalization:

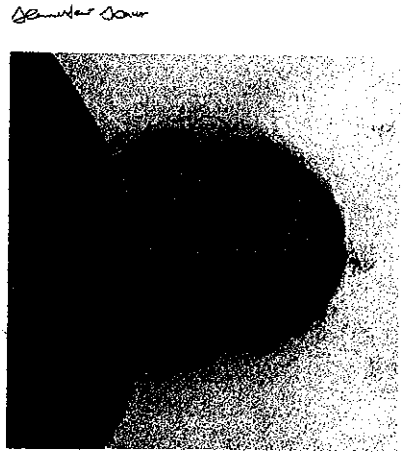
Date of birth: AUGUST 20, 1983

Sex: FEMALE

Height: 5 feet 05 inches

Marital status: MARRIED

Country of former nationality:  
INDIA



I certify that the description given is true, and that the photograph affixed  
hereto is a likeness of me.

*Kamaljeet Kaur*  
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of  
Homeland Security

at: KANSAS CITY, MISSOURI

The Secretary, having found that:

KAMALJEET KAUR

residing at:

KANSAS CITY, MISSOURI

having complied in all respects with all of the applicable provisions of the  
naturalization laws of the United States, being entitled to be admitted as  
a citizen of the United States, and having taken the oath of allegiance at a  
ceremony conducted by

UNITED STATES DISTRICT COURT - WESTERN DISTRICT OF MISSOURI

at: KANSAS CITY, MISSOURI

on: JUNE 03, 2020

such person is admitted as a citizen of the United States of America.

*Ken C II*

U. S. Citizenship and Immigration Services

ALTERATION OR MISUSE OF THIS DOCUMENT IS  
A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY



Board of Elections  
 100 W Mississippi  
 Liberty, MO 64068  
 816-415-8683

FIRST CLASS MAIL  
 U.S. POSTAGE PAID  
 LIBERTY, MO  
 Permit No. 14

RETURN SERVICE REQUESTED

Dear Voter,

This new Voter Identification Card replaces all previously issued cards and lists your precinct, polling place, and the divisions of government in which you are entitled to vote. Please take this card or another valid form of identification listed on back to your polling place when you vote.

**Please carefully check your address and spelling of your name on the card at left.** If you have moved or changed your name, make the necessary corrections on back and return the card to our office.

For more information please visit us at: [www.claycoelections.com](http://www.claycoelections.com) or call our office at 816-415-8683, or email [comments@claycoelections.com](mailto:comments@claycoelections.com).

Sincerely,  
 Clay County  
 Board of Elections Commissioners



KAMALJEET KAUR  
 8051 N DENVER AVE UNIT 1105  
 KANSAS CITY MO 64119





# 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

XX 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** Truman Mart 1

**Address** 11805 East 23rd Street South, Ind MO

**Signature:** *Kamaljeet Kaur*

**Print Name:** KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC

**Title:** \_\_\_\_\_

**Date:** 1/19/2021



**INDEPENDENCE**  
★ COMMUNITY DEVELOPMENT ★

Business Name Truman Mart 1

Business Address 11805 East 23rd Street South, Ind MO

**AFFIDAVIT**

I KAMALJEET KAUR SOLE MEMBER OF MANMEET ENTERPRISES LLC, under oath, do hereby state that

I am engaged in C STORE WITH PACKAGED FOOD, LIQUOR, TOBACCO, GASOLINE  
(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:**

XX 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

Kamaljeet Kaur  
Applicant

Subscribed and sworn to before me, a Notary Public, this 19TH day of JANUARY, 2021.

[Signature]  
Notary Public  
Notary Public - Notary Seal  
Jackson County - State of Missouri  
Commission Number 15544717  
My Commission Expires Jul 21, 2023

# City of Independence, Missouri

---

## Business License Application

**Thank you!**

Your application for a Business License was submitted successfully. Your payment of **\$222.25** and convenience fee of on **1/19/2021** was accepted. The reference number for this payment is **506710229**.

Your new account number is **105547**. Please use this account number when corresponding regarding the status of your Business License.



## 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: 01/19/2021

Name (1): KAMALJEET KAUR

Name (2):

Name (3):

Date Of Birth: 08/20/1983

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