RICHARD T. BRYANT & ASSOCIATES, P.C.

ATTORNEYS AT LAW

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

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

January 14, 2021

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

Re: 3459 South Sterling

Dear Angela:

Attached is the Application which we recently discussed relating to store at 3459 South Sterling. Nizar Rawjani has previously operated the store as Sterling Enterprises but is changing the entity to be consistent with his other stores naming and structure for business and tax purposes. His new company is Prime 3, LLC.

The Application package which is submitted should satisfy the City's concerns. After you have had a chance to review the Application, let me know of any questions or concerns.

Sincerely,

Richard T. Bryant
For the Firm

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

ASSET SALES AGREEMENT AND BILL OF SALE

Now on this day, Sterling Enterprises LLC, does grant, bargain and convey unto Prime 3, LLC all assets, right to leasehold interests, rights to licensing, inventory and fixtures for the business at 3459 South Sterling, 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.

All done this 4th day of January 2021.

Sterling Enterprises LLC

Authorized Representative for seller

Prime 3 LLC

Authorized Representative for buyer

State of Missouri

County of Jackson

Subscribed and Sworn to me, a Notary Public, this 4th day of January, 2021

RICHARD T BRYANT
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 15544717
My Commission Expires Jul 21, 2023

Notary Public

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

CREDITOR'S AFFIDAVIT

Date 01/04/2021

I (we), ROBERT THURSBY FOR STERLING ENTERPRISES

seller of the business known as DISCOUNT SMOKES AND LIQUOR

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 _____
ROBERT THURSBY FOR STERLING ENTERPRISES

Signature_____

Signature_____

Signature_____

Subscribed and sworn to before me this 4th day of JANUARY, 2021

_____
Notary Public

_____
My Commission expires

RICHARD TURYANT
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 15544717
My Commission Expires Jul 21, 2023

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

INTENT TO SELL

Date 01/07/2021

I (we), ROBERT THURSBY FOR STERLING ENTERPRISES

(Name of Owner, Partners, or Managing Officer)

DBA DISCOUNT SMOKES AND LIQUOR

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 ROBERT THURSBY FOR STERLING ENTERPRISES

Signature_____

Signature_____

Signature_____

Subscribed and sworn to before me this 4th day of JANUARY ,2021 .

Notary Public RICHARD T BRYANT
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 15544717
My Commission Expires Jul 21, 2023

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**
xxxxxx	**Intoxicating Liquor by Package**
_____	**Malt Liquor/Wine by**
_____	**Package Malt Liquor by**
xxx	**Package Sunday Sales**
_____	**Liquor Tasting**
_____	**Domestic Winery**

As Sole Owner_____ Partnership_____ Corporation_____ LLC xxx

Business Name ZEDZ 3 Address 3459 S STERLING AVE Phone 816-254-3679

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 ON FILE--NO CHANGES TO STORE
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? NIZAR RAWJANI FOR STERLING ENTERPRISES
5. Date of purchase 1/1/2021 SUBJECT TO APPROVAL Purchase price $1.00
6. Amount of down payment NA Balance due NA
7. Balance due upon approval or chattel NA
8. Effective date of possession UPON APPROVAL OF LICENSING CHANGES
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? YES
    If so, give full details ALL ASSETS AND DEBTS TRANSFERRED FROM RAWJANI LLC TO NEW RAWJANI LLC FOR ACCOUNTING CONSOLIDATION AND BUSINESS REORGANIZATION
11. Do you rent or lease the premises for which this business is to be used? YES If so, give terms of rent or lease, and name and address of owner of property RAWJANI LLC PER LEASE ATTACHED
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? SAME MEMBER FOR LANDLORD LLC AND TENANT LLC

13. Does your landlord now hold, or has he or she every 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 SEVERAL "PRIME" LICENSES ARE HELD BY NIZAR RAWJANI

14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? YES If so, give details NIZAR RAWJANI IS REORGANIZAING BUSINESS STRUTURES FOR ACCOUNTING PURPOSES

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 ONLY THE MEMBER

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 NA

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:

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:

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

22. Name, address, and telephone number of corporation or LLC: PRIME 3 LLC, 4317 S RIVER, INDEPENDENCE 913-206-0278

23. State in which incorporated or organized MO Date of incorporation or organization

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 SOLE MEMBER OF LLC--NIZAR RAWJANI, 8816 WEST 148TH TERRACE, OVERLAND PARK KS

26. Name and address of Managing Officer RICHARD T BRYANT, 700 WEST 91ST STREET, KCMO

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

28. Is the corporation, any stockholder, or managing officer thereof, any member of his or her household or immediate family, the LLC, any member, or managing officer thereof, any member of his or her household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? YES If so, give details NIZAR RAWJANI HAS SEVERAL LICENSES UNDER THE "PRIME" NAME ; MANAGING OFFICER HOLDS SEVERAL MISSOURI LICENSES

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 PRIME IN HOLDEN, BLUE SPRINGS, KCMO--OPERATED AS ZEDZ OR DISCOUNT SMOKES AND LIQUOR

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 NARAYANEE ENTERPRISE LLC

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 NA

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) RICHARD T BRYANT

(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.

Subscribed and sworn to before me, a Notary Public, this 12TH day of JANUARY, 2021

Notary Public

My Commission expires:
11-9-24

A. BRESCIA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 04622214
My Commission Expires Nov 9, 2024

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**
xxxxxx **Intoxicating Liquor by Package**
_____ **Malt Liquor/Wine by**
_____ **Package Malt Liquor by**
xxx **Package Sunday Sales**
_____ **Liquor Tasting**
_____ **Domestic Winery**

As Sole Owner _____ Partnership _____ Corporation _____ LLC xxx

Business Name ZEDZ 3 Address 3459 S STERLING AVE Phone 816-254-3679

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 ON FILE--NO CHANGES TO STORE
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? NIZAR RAWJANI FOR STERLING ENTERPRISES
5. Date of purchase 1/1/2021 SUBJECT TO APPROVAL Purchase price $1.00
6. Amount of down payment NA Balance due NA
7. Balance due upon approval or chattel NA
8. Effective date of possession UPON APPROVAL OF LICENSING CHANGES
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? YES
    If so, give full details ALL ASSETS AND DEBTS TRANSFERRED FROM RAWJANI LLC TO NEW RAWJANI LLC FOR ACCOUNTING CONSOLIDATION AND BUSINESS REORGANIZATION
11. Do you rent or lease the premises for which this business is to be used? YES If so, give terms of rent or lease, and name and address of owner of property RAWJANI LLC PER LEASE ATTACHED
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? SAME MEMBER FOR LANDLORD LLC AND TENANT LLC

13. Does your landlord now hold, or has he or she every 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 SEVERAL "PRIME" LICENSES ARE HELD BY NIZAR RAWJANI

14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? YES If so, give details NIZAR RAWJANI IS REORGANIZAING BUSINESS STRUTURES FOR ACCOUNTING PURPOSES

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 ONLY THE MEMBER

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 NA

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:

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:

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

22. Name, address, and telephone number of corporation or LLC: PRIME 3 LLC, 4317 S RIVER, INDEPENDENCE 913-206-0278

23. State in which incorporated or organized MO Date of incorporation or organization

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 SOLE MEMBER OF LLC--NIZAR RAWJANI, 8816 WEST 148TH TERRACE, OVERLAND PARK KS

26. Name and address of Managing Officer RICHARD T BRYANT, 700 WEST 91ST STREET, KCMO

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

28. Is the corporation, any stockholder, or managing officer thereof, any member of his or her household or immediate family, the LLC, any member, or managing officer thereof, any member of his or her household or immediate family, interested, directly or indirectly, in any other license issued by the Supervisor of Liquor Control of this State or any other State which is now in force? YES If so, give details NIZAR RAWJANI HAS SEVERAL LICENSES UNDER THE "PRIME" NAME ; MANAGING OFFICER HOLDS SEVERAL MISSOURI LICENSES

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 PRIME IN HOLDEN, BLUE SPRINGS, KCMO--OPERATED AS ZEDZ OR DISCOUNT SMOKES AND LIQUOR

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 NARAYANEE ENTERPRISE LLC

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 NA

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) RICHARD T BRYANT

(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.

Subscribed and sworn to before me, a Notary Public, this 12TH day of JANUARY, 2021

Notary Public

My Commission expires: 11-9-24

A. BRESCIA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 04622214
My Commission Expires Nov 9, 2024

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 <u>and</u> principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name ZEDZ 3

Address 3459 S STERLING AVE, INDEPENDENCE MO

Telephone 816-254-3679

1. Name RICHARD T BRYANT
2. Home Address 700 WEST 91ST STREET, KANSAS CITY MO
3. Home Phone No. 8162236753 Date of Birth 09/03/1952 State of Birth MISSOURI
4. Social Security No. [redacted] Driver's License No. [redacted]
5. Sex M Age 68 Height 5'10 Weight 250
6. Are you a citizen of the United States of America? YES
7. Wife or husband's name and address CAROL BRYANT
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 RICHARD T BRYANT AND ASSOCIATES PC ,1111 MAIN STREET #750, KANSAS CITY MO
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 NA
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? YES
    If so, give details I HOLD SEVERAL MISSOURI LICENSES
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) RICHARD T BRYANT 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 12TH day of JANUARY, 20 21

Notary Public

My Commission expires: 11-9-24

A. BRESCIA
Notary Public - Notary Seal
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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 <u>and</u> principal corporate officers/members, directors and stockholders holding 10% or more of the stock of the corporation.

Business Name ZEDZ 3

Address 3459 S STERLING AVE, INDEPENDENCE MO

Telephone 816-254-3679

1. Name RICHARD T BRYANT
2. Home Address 700 WEST 91ST STREET, KANSAS CITY MO
3. Home Phone No. 8162236753 Date of Birth 09/03/1952 State of Birth MISSOURI
4. Social Security No. [redacted] Driver's License No. [redacted]
5. Sex M Age 68 Height 5'10 Weight 250
6. Are you a citizen of the United States of America? YES
7. Wife or husband's name and address CAROL BRYANT
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 RICHARD T BRYANT AND ASSOCIATES PC ,1111 MAIN STREET #750, KANSAS CITY MO
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 NA
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? YES
    If so, give details I HOLD SEVERAL MISSOURI LICENSES
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) RICHARD T BRYANT 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 12TH day of JANUARY, 20 21

Notary Public

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

Business Name ZEDZ 3

Address 3459 S STERLING AVE, INDEPENDENCE MO

Telephone 816-254-3679

1. Name NIZAR A RAWJANI
2. Home Address 8816 WEST 148TH TERR, OVERLAND PARK KS
3. Home Phone No. 9132060278 Date of Birth 11/29/1968 State of Birth PAKISTAN, NATURALIZED US CITIZEN
4. Social Security No. [redacted] Driver's License No. [redacted]
5. Sex M Age 53 Height 5'4 Weight 170
6. Are you a citizen of the United States of America? YES
7. Wife or husband's name and address Anjum Ali Rawjani
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 RAWJANI LLC, operator of c-stores, owner of property where stores are located, 4317 S River, Ind MO
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 NA
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? YES
    If so, give details MY STORES HOLD SEVERAL MISSOURI LICENSES
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) NIZAR A RAWJANI 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 12TH day of JANUARY, 20 21

Notary Public

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

Business Name ZEDZ 3

Address 3459 S STERLING AVE, INDEPENDENCE MO

Telephone 816-254-3679

1. Name NIZAR A RAWJANI
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3. Home Phone No. 9132060278 Date of Birth 11/29/1968 State of Birth PAKISTAN, NATURALIZED US CITIZEN
4. Social Security No. [redacted] Driver's License No. [redacted]
5. Sex M Age 53 Height 5'4 Weight 170
6. Are you a citizen of the United States of America? YES
7. Wife or husband's name and address Anjum Ali Rawjani
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 RAWJANI LLC, operator of c-stores, owner of property where stores are located, 4317 S River, Ind MO
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 NA
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? YES
    If so, give details MY STORES HOLD SEVERAL MISSOURI LICENSES
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) NIZAR A RAWJANI 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 12TH day of JANUARY, 20 21

Notary Public

My Commission expires: 11-9-24

A. BRESCIA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 04622214
My Commission Expires Nov 9, 2024

LEASE AGREEMENT

This lease made and entered into this January 1, 2021 by and between, **Rawjani LLC** hereinafter referred to as "Lessor", and **PRIME 3 LLC,** hereinafter referred to as "Lessees."

WITNESSETH:

1. Lessor desire to grant, demise and lease unto Lessees certain real estate situated at, **3459 S. Sterling Avenue, Independence, Missouri** hereinafter referred to as "Premises," subject to easements, restrictions, reservations, and zoning regulations of records.

2. It is understood and agreed by and between the parties that this monthly payment will include real estate taxes, personal property tax and building insurance. Lessee will be responsible for any deductible in the event of claim. Lessee will also be responsible for any property taxes for assets purchased by lessee. The monthly-annual rental on said Premises shall not be reduced by any expenses incurred by Lessee incident to its occupancy of said property. As shall be set forth in the terms of this Lease, the Lessee shall be responsible for all expense incidents to their occupancy of said Premises.

3. The terms of this lease shall be for ten (10) years with one ten (10) year option. This lease shall not be construed to be a month to month lease during the future options. The rent will not increase over 15% at the time the Lessee exercise's the ten year option. Rent will increase the amount to offset the increase in taxes and insurance and will not increase over 15%.

4. This lease shall commence on January 1, 2021 and shall run for ten (10) years from that date. This rental is to be paid for the above-described Premises and shall be $11,200.00 per month.

5. Upon the signing of this lease agreement, the one month's rent will be due. All subsequent lease payments will be **due** on the 1st day of each month.

6. A security deposit of $4,500 is due at signing. This deposit will be returned at the end of the lease term pending satisfactory inventory equipment and inspection of Premises. Any repairs or maintenance that is needed at the lease will be deducted from this amount. If lessee defaults on lease the security deposit will be forfeited.

7. Except for rent paid at closing and or upon possession in accordance with the terms hereof. All rental paid shall be drafted electronically from Lessee's bank account into Lessor's account at Metcalf Bank. Lessor reserves the right to modify the bank and or account deposit instructions at any time upon written notice.

8. Time is of the essence of this agreement and should the Lessees fail to make the payments at the times and places indicated, or if Lessee shall violate or negate any covenant or agreement or stipulation contained herein, and said default shall continue for a period often (10) days, then a late charge equal tol5% of such over due amount. If Lessee's check bounces or does not clear the bank, said Lessee will be considered in default and the 15% late charge will apply. Lessee is responsible for all bank charges resulting from a bounced check. Lessor may collect a service charge of $50.00 for each occurrence of such rejection by the bank, whether or not payment is subsequently paid by Lessee. Lessee shall indemnify, defend and hold Lessor harmless for any losses, costs, or damages arising out of any breach or violation of this Section.

9. In the event of the violation of Lessee of any the terms, agreements, covenants and conditions of this Lease, including but not limited to the default in payment of the rent within thirty (30) days following written notice thereof from Lessor, and said default shall continue for a period of ten (10) days after written notice to cure is given, then, in addition to any other remedies now or hereafter provided bylaw, the Lessor may, at their option, cancel or annul this lease. If Lessees are in default, Lessor may, at the expiration of said ten (10) day period, take possession of the location and remove any person or persons on the premise.

10. In the event Lessee shall vacate or abandon the Premises, the Lessor may reenter the said Premises without notice or demand and Lessee shall be liable of all loss or damage resulting from such default or violation. Lessee shall pay to the Lessor the full amount of the rent payable under the Lease for the full term thereof, plus Lessor's costs and expenses of repossessing the Premises, including court costs and attorney fees.

11. All Lessee's inventory and assets on the Premises will be forfeited if Lessor isforced to evict the Lessee from the Premises for default of any terms of thislease.

12. Lessees agree that they will conduct their business in a lawful manner and in good faith, and will abide by all ordinances and regulations affecting the Premises, and business operated on said Premises, with particular regard to the cleanliness and safety in the occupation and use of the same.

13. Lessee shall not use the Premises for storage of junk, disabled vehicles, used tires or used batteries, other than on a temporary basis in connection with servicing customers of the Premises. Lessee shall not obstruct any entrance, exit, pump island or service areas so as to deny free access to the motoring public or block delivery carrier's access to storage fill pipes. Lessee shall not display signs except those usual and customary to advertise products and services offered for sale at the Premises by Lessee, except as required by law or as agreed to in writing by Lessor and Lessee. Lessee shall not engage in illegal, dishonest, fraudulent, or scare-selling practices in the operation of its business on the Premises, including, without limitation, antitrust or price fixing tactics.

14. The Lessee shall, at its own cost and expense, obtain all necessary license and/or permits which may be required for the conduct of its business; and Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of governmental authorities having or claiming jurisdiction over the demised Premises or appurtenances or any part thereof or the conduct of Lessee's business thereon. Lessee, after notice to Lessor, may be appropriate proceedings conduct promptly at Lessee's own expense in Lessee's name and/or (whenever necessary) Lessor's name, contest in good faith the validity or enforcement of any such statute, law, ordinance, regulation or order. So long as (i) such deferment shall not subject Lessor to a fine or other criminal liability, (ii) Lessee shall be diligently prosecuting such contest to a final determination by a governmental authority or body having jurisdiction thereof, and (iii) Lessee shall have furnished Lessor with such security as Lessor may request in connection with such contest.

15. Should Lessee cause any alterations, additions, replacements, repairs or improvements which become part of the real estate being leased hereunder, shall remain and become property of the Lessor. Any improvements which are placed on the real estate and which are removable without damage to the building or other structures or fixtures, shall remain personal property and shall remain the property of the Lessees and said personal property may be removed from the Premises by the Lessees.

16. Should Lessee cause any alterations, replacements, additions, improvements or repairs to be made to the demised Premises, or cause any labor to be performed or material to be furnished therein, thereon, or thereto, neither Lessor nor the demised Premises shall under any circumstances be liable for the payment of any expense insured, but all such alterations, replacements, additions, improvements and repairs, and labor and material, shall be made and performed Lessee's expense. If, because of any act or omission or Lessee, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised Premises or improvements thereon, or against Lessor, lessee shall, at its own cost and expense, cause the same to be canceled and discharged of record or bonded within ten (I 0) days after notice of filing thereof.

17. Lessor or their representatives shall have the right to enter the Premises at reasonable hours of any business day during the term to ascertain if the Premises are in proper repair and condition.

18. Lessee shall, at all times during the term, and at its own cost and expense, keep and maintain in good order and condition the store building and all improvements on the demised Premises and their full equipment and appurtenances, and make all repairs thereto and any restorations, replacements and renewals thereof, structural and non-structural, seen or unforeseen, howsoever the necessity of desirability for repairs nay occur; and shall use all reasonable precaution to prevent waste, damage or injury.

19. All replacements, trade-ins, repairs, additions, improvements, changes or alterations of the Premises, shall be made only upon the written approval of Lessor, which approval shall not be unreasonably withheld. Any such changes or alterations shall be at Lessee's sole expense and immediately upon installation become the property of the Lessor, provided however, that Lessor may, in its sole discretion, at the termination of this Lease, require the removal of any such improvements and further require that the Premises be restored to the condition which exited immediately prior to the making of such improvements, at the sole cost and expense of the Lessees. All such changes shall comply with the ordinance of the Cities in which the Premises are located and with the laws of the State of Missouri, and any Federal laws and regulations and shall also be subject to approval of the insurance underwriters. Lessees shall hold Lessor harmless from any and all costs, expenses, damages, attorney's fees, fines, penalties or assessments arising out of Lessees breach of this prov1s10n.

20. In the event that the leased Premises shall become uninhabitable, whether by fire, flood, tornado or other storm, explosion or earthquake, or any other unavoidable casualty, the Lessor may, if they so elect, either rebuild and put the Premises in condition so as to be fit for occupancy within a reasonable period of time or may give notice in writing thus terminating this lease. Lessor shall not be required to rebuild. If the Lessor elects to rebuild the Premises, they will give Lessees reasonable speed to affect the same. Lessees shall not be obligated to pay any rent from the time of such destruction or damage until the Premises are again fit and ready for occupancy.

21. Lessees shall indemnify and hold Lessor harmless from any and all liability or loss, costs (including attorney's fees), damages, and expenses in connection with Lessees' use of the Premises, or claims for damages as a result or injury to or death of any person or property damage to any property sustained by Lessees, or anyone else, which arise from or in any manner out of any act of neglect on or about the Premises by Lessees, their agents, employees, customers, invitees, contractors, or subcontractors.

22. Lessor shall pay ad valorem property taxes. Any additional taxes, inventory or personal property taxes, sales taxes, or other taxes of any kind shall be the responsibility of the Lessees, including any penalties or interest thereon.

23. Lessee will insure the building and all of Lessor's personal property in the building at the signing of the lease. Lessee will insure all contents and any additional personal property acquired after the signing of the lease.

24. Lessees agree to pay all utilities used in connection with their business, including any penalties, interest thereon, initial fees or deposits.

25. Nothing contained herein shall be deemed or constructed by the party, or by any third party, as creating a relationship or principal and agent, of a partnership, or a joint venture between the Lessor and Lessees.

26. The terms, conditions and covenants contained in this agreement shall be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

27. No changes or modifications of this agreement or any of the terms thereof shall be valid unless in writing and signed by both parties.

28. Any notices given, or required to be given, under the provisions of thislease, shall be in writing. Any notice or document required or permitted to be given or delivered hereunder shall be sent by certified mail, return receipt requested, when deposited in the united states mail, postage prepaid, addressed to the parties hereto at their respective addresses set out after their names below:

LESSOR: **Rawjani LLC**
4317 S River Blvd, Suite B
Independence, MO 64055

LESSEES: **Prime 3 LLC**
4317 S River Blvd, Suite B
Independence, MO 64055

29. The parties agree in the event Lessees shall be a corporation, a limited liability company, a limited partnership, a limited liability partnership, or a partnership, then the individual shareholders or partners of such corporation or entity shall be individually bound by the terms in this lease agreement, and shall be jointly and severely liable with the corporation, limited liability company, limited partnership, limited liability partnership, or partnership, for the obligations set out herein. In addition to the execution of this agreement by the business entity, any such shareholders or partners shall execute this lease agreement in their individual capacities.

30. Bankruptcy of the Lessees or any one of them shall be considered a breach of this agreement, and upon the filing of any such bankruptcy, Lessees on demand shall immediately surrender possession of the Premises to Lessor.

31. Lessee is responsible for all tank insurance. Lessee's account will be drafted on April 1 of each year for tank insurance and renewal of their tank permit.

32. Lessee is responsible for filing all federal, state and local reports in order to keepin compliance with all state and federal requirements.

33. Lessees shall use the Premises for the purpose of conducting a convenience store business or similar and related business activities.

34. Lessees agree that they will maintain reasonable business hours for the convenience store located on the Premises and will conduct their business in a lawful manner and in good faith, judgment and skill and will abide by all ordinances and regulations affecting the Premises and businesses operated on said Premises, with particular regard to the cleanliness and safety in the occupation and use of the same. Lessees shall hold Lessor harmless from any and all costs, expenses damages attorney's fees, fines, penalties or assessments arising out of Lessee's breach of this provision.

35. Lessees shall maintain and repair and replace at their expense all of the Premises, including, without limitation to the interior and exterior of the building, together with all fixtures and equipment belonging thereto, the gasoline pumps, tanks and lines the, pluming systems, electrical systems, HVAC systems, pipes, glass doors, roof, signs and all other improvements, in good repair and shall take good care of the property and fixtures which are subject of this lease and shall allow not waste thereto. Lessee shall maintain and repair or replace all paved and landscaped areas on the Premises, i.e. sidewalks or driveways during the terms of this Lease, and shall keep the same in a neat and clean condition, free from debris, snow, ice, weeds, trash and rubbish at all times . Lessee shall repair any water leakage, water damage, or mold damage during the Term of this Lease. Lessees shall hold Lessor harmless from any and all costs, expenses, damages attorney's fees fine, penalties or assessments arising out of Lessees breach of this provision.

36. In the event any of the building structure, gasoline pumps or tanks, including any related roof, plumbing, heating, air conditioning, or electric systems fail, partially or completely, and as a result of such failure, damage occurs to the fixtures or personal property owned by Lessee, any such loss or damage shall be borne entirely by Lessee, and Lessor shall be no responsibility for any such loss, or for any loss to Lessee's business by way of lost profits or otherwise.

37. Lessor may be required to make any improvements to the underground storage tanks upon the Premises during the term of this Lease required by governmental laws or regulations including but not limited to EPA, OSHA, ADA etc., and if due to the high cost of any required improvements, Lessor chooses not to make such required improvements, then this Lease may be terminated and Lessee shall have no limitability for future rent or future obligations, but Lessees shall not be relieved of any such liability or responsibility for matters, acts, omissions and things incurred prior to such termination.

38. Lessees acknowledge that they are familiar with the operation of the Premises that are the subject of this Lease, and with the operation of convenience stores in general. Lessees have knowledge of and are familiar with the relationships between Lessor and various suppliers of gasoline and merchandise for the convenience store

operation. Lessor has made no promises or representations predicting or guaranteeing the future sales, costs or profitability of the convenience store operations and the parties understand and agree that such sales, costs and future profitability of such businesses are not conditions of this Lease and shall not be a basis for modification or termination of this Lease by Lessees.

39. Lessor shall not be liable to Lessee for any loss or damage to any person or property, including the personal property of Lessee, its employees, agents, servants, invitees or guests, occasioned by theft, the acts of any other Lessee or the acts of any employee or agent of any other Lessee, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, rot, strike, insurrection, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of government authority, the construction, repair, maintenance or alteration of any part improvement of the building as a whole or any other cause not due to Lessor's willful act or gross negligence. Lessee shall indemnify Lessor and save it harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from, or out of, any occurrence in, upon, at, or from the Premises or the occupancy or use by Lessee of the Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its employees, agents, servants, invitees or guests. If Lessor shall be made party to any action commenced against Lessee, the Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorneys' fees incurred by Lessor.

40. Lessor shall, throughout the term of this Lease, maintain fire and extended coverage insurance on the Premises in an amount equal to the full insurable value thereof, subject to any allowances for coinsurance rating provisions utilized by Lessor. Lessor shall also carry owner's public liability and property damage insurance overage on the Premises with limits not less than $1,000,000 combined single limits. Subject to the provisions hereof, all such insurance shall be for the sole benefit of the Lessor and under its sole control.

41. Lessee, at Lessee's cost and expense, shall maintain comprehensive general liability insurance with contractual and cross liability coverage protecting and indemnifying Lessor and Lessee against any and all claims of liability for injury or damage to person or property or for the loss of life or of property occurring upon, in or about the Premises, and the public portions of the building caused by, orresulting from, any act or omission (in whole or in part) of Lessee, its employees, agents, servants, invitees or guests; such insurance to afford minimum protection during the term of this lease of not less than $1,000,000 for personal injury to any one person, including death and $1,000,000 for personal injury including death to more than one person arising out of any one occurrence and not less than $1,000,000 with respect to property damage. All such insurance shall be effected under valid and enforceable policies; shall be issued by insurers of recognized responsibility and authorized to do business in the state; shall name the Lessor as an additional insured and shall contain a provision whereby the insurer agrees not to cancel without thirty (30) days prior written notice to Lessor on or before the Commencement Date, Lessee shall furnish Lessor with

certificates evidencing the aforesaid insurance coverage, together with evidence of payment of the premium and renewal policies or certificates therefore shall be furnished to the Lessor at least thirty (30) days prior to the expiration date of each policy for which a certificate was therefore.

42. Lessee will maintain throughout the term of this Lease, Underground Storage Tank Liability Insurance, which will be drafted automatically from Lessor's account by EFT on the commencement date of the policy. Lessor is responsible for all deductibles with regard to Underground Storage Tank Liability Insurance for any occurrences while under the terms of this Lease.

43. Lessee shall, at Lessee's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Materials. Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities under the laws with respect to Hazardous Materials introduced or present on the Premises. Lessee shall provide Lessor with a copy of any correspondence with any Authority. Should any Authority or any third party demand that an environmental remediation plan be prepared and/or that an environmental remediation be undertaken because of any deposit, spills, discharge, release, or other Hazardous Materials occurring during the Term of this Lease, at or from the Premises, or which arises at any time from Lessee's use or occupancy of the Premises, then Lessee shall immediately provide Lessor with a copy of such demand, and at Lessee's own expense, Lessee shall prepare and submit any required environmental remediation plans and commence and diligently prosecute to completion all such environmental remediation. Lessee shall promptly provide all information regarding the use, generation, storage, transportation or dispose of hazardous Materials that is requested by Lessor. If Lessee fails to fulfill or begin to fulfill any duty imposed under this section within 30 days after notice from Lessor, Lessor may, in its sole discretion, without obligation, take over such environmental remediation activities of such Hazardous Materials from the Premises; and in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Hazardous Materials to the Premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. Lessee shall pay Lessor all actual expenses incurred by Lessor in fulfilling Lessee's obligations set for in this Section within IO days after receipt of an invoice therefore. Additionally, in any such event covered by this section, the parties agree Lessee shall be responsible for any and all rent due and that no abatement of rent shall apply.

44. Lessee shall indemnify, defend and hold Lessor harmless from and against all liabilities, cost, fines, damages and expenses which Lessor may incur (including, without limitation, reasonable attorneys' fees) as a result of the presence of hazardous materials introduced or present on the Premises directly or indirectly caused by lessee or lessee's officers, employees, agents, contractors, or other invitees.

45. Lessee shall not have the right to assign or transfer this Lease or to underlet or sublet the whole or any part of the Demised Premises without Lessor's prior written consent, which such consent shall not be unreasonably withheld or delayed. Notwithstanding any assignment or subletting to which Lessor any consent, Lessee shall nevertheless remain liable to Lessor hereunder for the full payment of rent, and for the performance of all other covenants to be performed by lessee hereunder, for the remainder of the term in which such assignment or subletting is made and all extensions thereof.

46. Lessee will provide to Lessor all documentation of proof of insurance coverage(s) on the day of the signing of this lease.

47. Lessee will have, Lessor named as additional insured on all certificate ofinsurance.

48. Lessor grants Lessee the right or first refusal and privilege ("Purchase Right") to purchase the Premises if Lessor decides to sell such property. Lessee has 30 days from the date of written notice that Lessor intends to sell, to enter into a contract with Lessor to purchase said property.

49. This Lease is a "triple-net lease" with Lessee being responsible for all taxes, insurance, maintenance and other costs and expenses associated with the Premises during the term hereof.

(Remainder of page Intentionally Left Blank. Signature Page Follows)

IN WITNESS WHEREOF, we have executed this lease on the day and year first above written.

LESSOR: _____

Rawjani LLC
4317 S. River Blvd
Independence, MO 64055

LESSEES: _____

Prime 3 LLC
4317 S. River Blvd
Independence, MO 64055

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

MANAGING OFFICER APPOINTMENT

Date 1/12/2021

PRIME 3 LLC, 4317 S RIVER, INDEPENDENCE has appointed
(Name of Corporation or LLC)

RICHARD T BRYANT as Managing Officer for the
(Name of Managing Officer)

Corporation or LLC. RICHARD T BRYANT 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: TRAINING AND OVERSIGHT OF LICENSING; COMPLIANCE TRAINING FOR LIQUOR AND TOBACCO SALES; GOVERNMENTAL COMPLIANCE

The business operates under the name of ZEDS 3, FORMERLY DISCOUNT LIQUOR

and is located at 3459 S STERLING AVE, INDEPENDENCE MO

Signature of Corporate Officer or LLC Member

Subscribed and sworn to before me this 12TH day of JANUARY 20 21.

A. BRESCIA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 04622214
My Commission Expires Nov 9, 2024

Notary Public

My Commission expires:
11-9-24

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.

100
YEARS
100
YEARS

100
YEARS
100
YEARS

3 LLC
SPEED
LIMIT
40
TRUCK
ROUTE
ENGINE BRAKES
PROHIBITED
Shell
Food Mart
DISCOUNT
SMOKes & LIQUOR
E-CIG
OUTLET
Legend
3459 S S
Earth
4.15 ft

3 LLC
SPEED LIMIT 40
TRUCK ROUTE
ENGINE BRAKES PROHIBITED
Shell
Food Mart
DISCOUNT
SMOKE & LIQUOR
E-CIG
OUTLET
Legend
3459 S S
Earth
4.15 ft

Kansas City Board
of Election Comissioners
30 W. Pershing Rd., Suite 2800
Kansas City, MO 64108

RETURN SERVICE REQUESTED

U.S. POSTAGE PITNEY BOWES
ZIP 64108 $ 000.35
02 4W
0000347571 OCT 02 2020

To vote you must present a form of identification from the following list: a Missouri or United State government-issued photo ID such as a driver license, nondriver license, passport, or military ID, ID from a Missouri university, college, vocational or technical school, utility bill, bank statement, government check, paycheck, or another government issued document showing your name and address. If you do not present any of identification listed above, you may cast a provisional ballot. If you need assistance obtaining a photo ID to vote, please contact the Secretary of State's office at (866) 868-3245.

SEE VOTER NOTIFICATION CARD FOR POLLING LOCATION

Election Districts

US Representative District 5
State Senate District 7
State House District 25
County Legislative District 04
City Council District 06
Metro. Community College District 02
Center School District

This is a Voter Identification Card

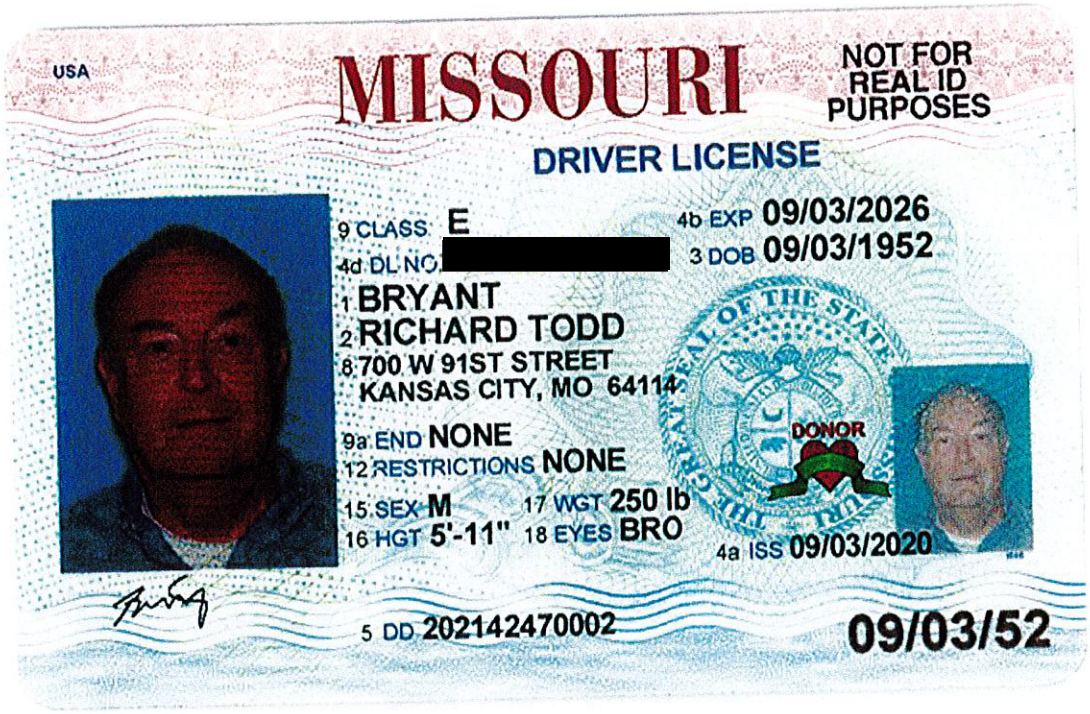
Voter ID # : 25582907

Kansas City
Ward/Precinct : **10.02 - 10**

Registration Date : 11/30/1970

BRYANT, RICHARD TODD

700 W 91ST ST
KANSAS CITY MO 64114



USA

MISSOURI

NOT FOR REAL ID PURPOSES

DRIVER LICENSE

9 CLASS E

4b EXP 09/03/2026

4d DL NO [redacted]

3 DOB 09/03/1952

1 BRYANT

2 RICHARD TODD

8 700 W 91ST STREET
KANSAS CITY, MO 64114

9a END NONE

12 RESTRICTIONS NONE

15 SEX M

17 WGT 250 lb

16 HGT 5'-11"

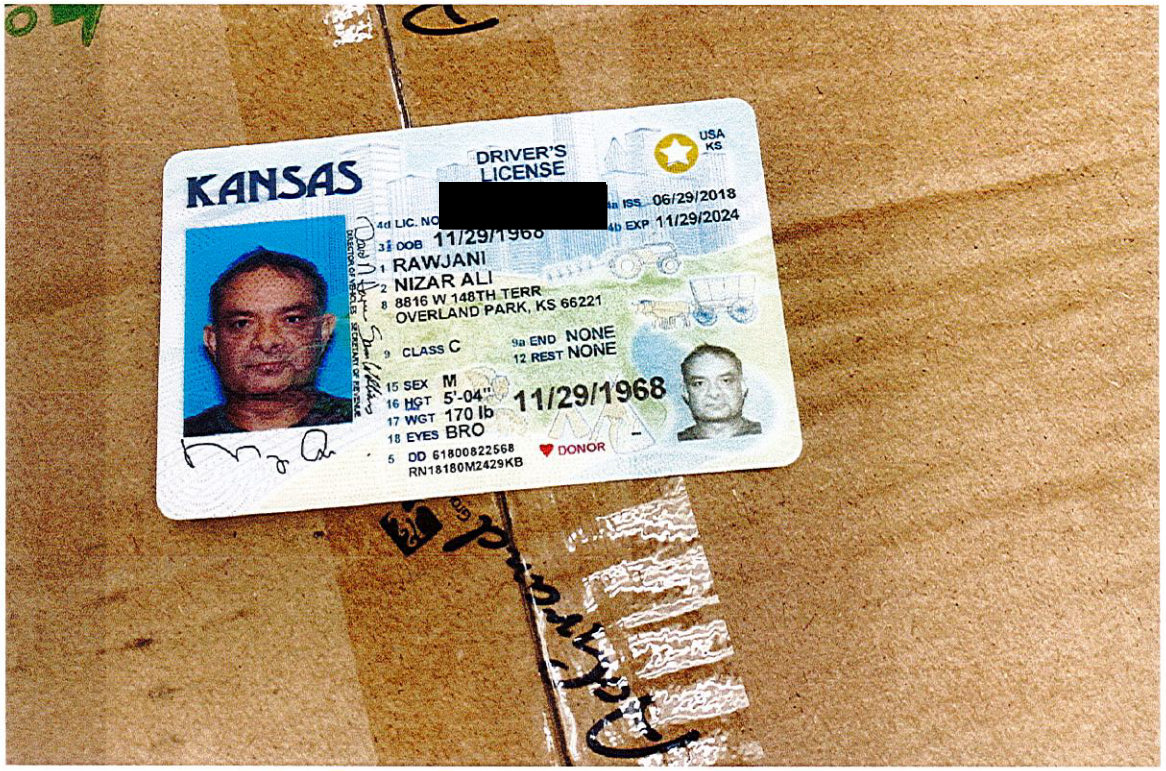
18 EYES BRO

DONOR

4a ISS 09/03/2020

5 DD 202142470002

09/03/52


KANSAS
DRIVER'S LICENSE
USA KS
4d LIC. NO [redacted]
4a ISS 06/29/2018
4b EXP 11/29/2024
3 DOB 11/29/1968
1 RAWJANI
2 NIZAR ALI
8 8816 W 148TH TERR
OVERLAND PARK, KS 66221
9 CLASS C
9a END NONE
12 REST NONE
15 SEX M
16 HGT 5'-04"
17 WGT 170 lb
18 EYES BRO
11/29/1968
5 DD 61800822568
RN18180M2429KB
DONOR
DIRECTOR OF VEHICLES, SECRETARY OF REVENUE

Jackson County
Missouri

Official Tax Payment Receipt

Receipt No.:	12052223	Date and Time:	12/01/2020 14:09	Print Date:	1/1/2021 3:24:07 PM

Receipt Details

Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*	Description
48-340-19-20-00-0-00-000	2020	007	2,178.45	0.00	A/V Principal-Residential

Payer Name and Address Information

Name	Address	Tender Type	Amount Applied
BRYANT RICHARD TODD	700 W 91ST ST, KANSAS CITY, MO 64114	Personal Check	2,178.45

Owner Name and Address Information

Parcel No.	Name	Address	Since	To
48-340-19-20-00-0-00-000	BRYANT RICHARD TODD	700 W 91ST ST, KANSAS CITY, MO 64114 UNITED STATES	11/16/2020	Current

Distribution to Districts

Parcel No.	Tax Year	Agency	Amount
48-340-19-20-00-0-00-000	2020	BOARD OF DISABLED SERVICES	15.2074
	2020	CENTER SCHOOL # 58	1441.0917
	2020	CITY - KANSAS CITY	410.7396
	2020	JACKSON COUNTY	143.1695
	2020	MENTAL HEALTH	24.7442
	2020	METRO JUNIOR COLLEGE	49.8633
	2020	MID-CONTINENT LIBRARY	86.6047
	2020	STATE BLIND PENSION	7.0296

Real Estate Legal Descriptions

Parcel No.	Legal Line	Line No.
48-340-19-20-00-0-00-000	WESTERN HILLS LOTS 107-133---LOT 126	1

***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 amount 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.

REMINDER: This application is for research purposes only and cannot be used to pay taxes. To pay your taxes, **Click here. Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. Click here to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel(s) and child parcel(s) involved. NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.**

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Version 1.0.5228.20119

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
SIGNATURE OF BEARER / SIGNATURE

[redacted]

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

LC001684214
Date Filed: 1/9/2020
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of $105.00)

1. The name of the limited liability company is
Prime 3 LLC
(Must include "Limited Liability Company," "Limited Company," "L.C.," "L.C.," "L.L.C.," or "LLC")

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

Any or all lawful business for which a limited liability company may be organized under the laws of the State of Missouri, including but not limited to operating a gas station and convenience store.

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

Name	Street Address: May not use PO Box unless street address also provided	City/State/Zip
Nizar Rawjani	4317 S River Rd.	Independence MO 64055

4. The management of the limited liability company is vested in: ☐ managers ☒ members *(check one)*

5. 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
(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address)*:
(Organizer(s) are not required to be member(s), manager(s) or owner(s)

Name	*Address*	*City/State/Zip*
Smith, Janet L	4959 NE Goodview Circle Suite A 4959 NE Goodview Circle, Suite A	Lees Summit MO 64064

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: Janet L Smith

Address: Email: janet@thomasmbbrooks.com

City, State, and Zip Code:

8. 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: ;_____

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)
All organizers must sign:

Janet L Smith	JANET L SMITH	01/09/2020
Organizer Signature	*Printed Name*	*Date of Signature*

X01429738
Date Filed: 01/04/2021
Expire Date: 01/04/2026
John R. Ashcroft
Missouri Secretary of State

State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Registration of Fictitious Name

(Submit with filing fee of $7.00)
(Must be typed or printed)

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).

Please check one box:

☒ New Registration ☐ Renewal X_____ Charter number ☐ Amendment X_____ Charter number ☐ Correction X_____ Charter number

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

Business name to be registered: ZEDZ 3

Business Address: 3459 S STERLING AVE
(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: INDEPENDENCE MO 64052-2754

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:

Name of Owners, Individual or Business Entity	Charter # Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
PRIME 3 LLC	LC001684	4317 S RIVER RD	INDEPENDENCE	64055	100%
	214		MO		

All owners must affirm by signing below

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

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

Owner's Signature or Authorized Signature of Business Entity	Printed Name	Date
	RICHARD T BRYANT, ATTORNEY	1/1/2021

Name and address to return filed document:

Name: RICHARD T BRYANT

Address: 1111 MAIN STREET #750, KANSAS CITY MO 64105

City, State, and Zip Code: DICK2479@AOL.COM

20210104-528429

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-09-2020

Employer Identification Number:
84-4234141

Form: SS-4

Number of this notice: CP 575 A

PRIME 3 LLC
NIZAR RAWJANI SOLE MBR
4317 S RIVER BLVD
INDEPENDENCE, MO 64055

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4234141. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2020
Form 940	01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PRIM. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 01-09-2020
EMPLOYER IDENTIFICATION NUMBER: 84-4234141
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

PRIME 3 LLC
NIZAR RAWJANI SOLE MBR
4317 S RIVER BLVD
INDEPENDENCE, MO 64055

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

Prime 3 LLC

LC001684214

A Missouri entity was created under the laws of this State on 1/9/2020, 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 1st day of January, 2021.

Secretary of State

Certification Number: CERT-IN46883

OPERATING AGREEMENT

OF PRIME 3 LLC

THIS OPERATING AGREEMENT ("Agreement") is adopted and approved as of the effective date provided for below by and among the undersigned (hereinafter referred to individually as a "Member" and collectively as the "Members").

The parties have formed a limited liability company and this Agreement has been executed to state their agreements regarding their rights, duties, and obligations and the regulation, management, and conduct of the company's business and affairs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Members agree as follows:

ARTICLE I THE COMPANY

Section 1.01. Formation and Name of the Company

a. The Members have formed a limited liability company (the "Company") for the purposes and scope set forth in the Company's Articles of Organization as limited herein. The Company shall operate and conduct its business and affairs under the name of PRIME 3 LLC and, from and after the date hereof, the Company shall be operated and the Members' rights with respect to each other as well as the Company shall be determined in accordance with the terms hereof.

b. Except as otherwise expressly provided in this Agreement and the Company's Articles of Organization, the rights and obligations of a Member and the administration and termination of the Company shall be governed by the Missouri Limited Liability Company Act (the "Act"). A Member's interest in the Company and in all of its assets (including real property) shall be personal property for all purposes. All real and other property, irrespective of its nature, owned by the Company shall be held to be owned by the Company as an entity and, accordingly, no Member shall have the right to seek partition of any property of the Company during the term of this Agreement, nor shall any Member make application to any court for authority or prosecute any action or proceeding for partition and the sale of any Company property.

Section 1.02. Purpose and Scope of the Company

a. The purpose and character of the business of the Company shall be owning, operating, and managing convenience stores and car washes.

b. Nothing in this Agreement shall be deemed to restrict in any manner the freedom of a Member to conduct any other business or activity whatever (whether similar or dissimilar or competitive with the business of the Company or not) without any accountability to the Company or any Member thereof.

c. The Members own the Property in the following interest:

NIZAR ALI RAWJANI 100%

Section 1.03. Title to Property

Title to all of the Company's property, real and personal, shall be held in the Company name.

Section 1.04. Address of the Company

4317 S RIVER BLVD SUTIE
B, INDEPENDENCE, MO
64055

Section 1.05. Scope of Members' Authority

Except as otherwise expressly and specifically provided in this Agreement, no Member shall have any authority to act for, or assume any obligations or responsibility on behalf of, any other Member or the Company.

ARTICLE II MANAGEMENT

Section 2.01. Management of the Company

NIZAR ALI RAWJANI is hereby named as administrator of the company

(a) The Administrator (hereafter named) shall be responsible for and shall have the authority to conduct the routine, day-to-day business and affairs of the Company, at the expense and onbehalf of the Company, including any Major Decisions approved by the Members, including, but not limited to, the following:

1. Keep all books of account and other records of the Company;
2. Supply each Member with an annual summary in sufficient detail as shall enable each Member to prepare his state, federal and local income tax returns, and cause to be prepared the federal, state, and local tax returns which may be required of the Company;
3. To the extent that funds of the Company are available therefor, pay its debts and other obligations;

4. Maintain all funds of the Company in a bank or banks selected by them;

5. Make distributions periodically to the Members;

6. Perform other business functions and otherwise manage and operate the daily business and affairs of the Company, including, but not limited to, spending Company funds in the operation and maintenance of the Company and its properties, the establishment of such reserves as they may determine for upkeep, maintenance, protection, insurance, replacement, taxes, and other required disbursements of Company income, and determining the amounts and time Company funds are to be distributed to the Members;

7. Execute in behalf of the Company promissory notes, mortgages, con tracts, leases, and other agreements received for the construction, maintenance, and operation of the Company's business; and,

(8) Maintain or cause to be maintained adequate public liability, fire, and extended coverage, worker's compensation and other insurance required to protect the interest of the Members and Company.

(b) Notwithstanding the provisions of paragraph (a) above, no act shall be taken, sum expended, decision made, or obligation incurred by the Company or any Member with respect to a matter within the scope of any of the major decisions (hereinafter called "Major Decisions"), as enumerated below, unless such Major Decision has been "approved by the Members." The Major Decisions are:

1. Acquisition of any real or personal property other than the Property as described in Section 1.02(a), except the acquisition of any personal property with a cost (or aggregate cost in the case of related items or transaction) less than $1,000.00;

2. The sale, exchange, transfer, mortgage or other encumbrance of any of the Company's property;

3. Dissolution and liquidation of the Company;

4. Borrowing or lending of Company funds, including refinancing of any Company loan;

5. Any other decision or action which by an express provision of this Agreement is required to be approved by the Members;

6. Requiring capital contributions in excess of the total aggregate amount of $5,000.00 considering the total sum of every additional capital contribution made by the Members during the term of this Agreement; provided, however, that this limitation shall not be applicable to capital contributions necessary to repay Company indebtedness as to which any one or more of the Members has personal liability that is not repaid out of Company assets, which

capital contributions the Members expressly agree shall be required and shall be paid by the Members in accordance with their respective Distribution Percentage Interests;

7. Changing the principal business or purpose of the Company;

1. Entering into a lease for the Company's property having a term of three years or more;

2. Incurring a repair expense or capital expenditure in excess of $5,000.00;

3. Employing or terminating a property management company;

4. Employing the accountants, attorneys, consultants, and other persons or firms necessary or desirable to carry on the business of the Company;

5. Approving the Company's annual operation budget;

6. Establishing a schedule of rental rates for the leasable property owned by the Company, approving the terms of the leases to be utilized by the Company and establishing guidelines regarding the credit worthiness of proposed tenants for the Company's leasable property; and,

7. Any other decision or action which, considered before making the decision or taking the action, would reasonably have been expected to have a substantial or material effect upon the Company as contrasted with a decision or action which would be routine or in the ordinary course of business of the Company.

a. The phrase "approved by the Members" as used in this Agreement means a decision or action approved by those Members not in default under this Agreement at the time the vote is taken or decision is made who own 100% of all the "Distribution Percentage Interests" (as defined in Section 3.01 hereof) owned by Members not in default under this Agreement at the time the vote is taken or decision is made. The approval by sufficient Members authorized to make such a decision shall be effective whether votes are cast at a meeting of Members (and whether or not all of the Members are in attendance at such meeting), or by formal or informal, oral or written instruc tions of such Members, or otherwise, and such determination so made by the Members shall be effective and legally binding upon all the Members, regardless of the number of Members who may actually vote or otherwise participate therein. In no event shall a Member who is in default under this Agreement at the time a vote is taken or decision is made be entitled to participate therein, and such Member shall not be eligible to vote.

b. The Company shall indemnify and save harmless the Administrator from any loss, damage, liability or expense incurred or sustained by them by reason of any act performed by them or any omission on their part to act for or in behalf of the Company and in furtherance of its interest provided that the Administrator acted in good faith and in a manner the Administrator reasonably believed to be in or not opposed to the best interests of the Company. The Administrator shall not be liable for any honest mistake in judgment or for any inadvertent failure to perform any of their obligations hereunder, or for any loss due to such mistake or failure to perform, or due to the negligence, dishonesty, fraud, or bad faith of any employee or other agent of the Company.

Section 2.02. Appointment and Replacement of Administrator

a. There shall at all times be at least one Administrator designated by unanimous vote of the members.

b. Nizar Ali Rawjani is hereby designated as Administrator.

c. Any third person is authorized to rely on an executed copy of this Agreement as to the designation and authority of the Administrator and shall not be required to make further inquiry or investigation.

Section 2.03. Meetings of Members

(a) At any time requested by any Member upon at least 10 days' prior written notice, the Members shall meet to discuss and review:

(i) the actions and performance of the Administrator in conducting the day-to-day business of the Company;

(ii) the performance of any property management company, attorney, accountant, consultant, and other persons performing services for the Company;

(iii) the Company's business performance and financial condition;

(iv) the rents, lease terms, tenant mix, and other relevant aspects of the Company's property;

(v) any Major Decisions requiring action by the Members; and,

(vi) such other and further business of the Company as may be brought before the Members.

(b) The presence of Members holding 100% of the Distribution Percentage Interests shall constitute a quorum at any meeting of the Members. A vote at any such meeting by more than fifty percent of the Distribution Percentage Interests present shall be sufficient to authorize and approve any matter considered at the meeting, except any Major Decision, the approval of which shall be governed by Section 2.01 (b) above. Written minutes of each meeting of the Members shall be taken and shall be kept and maintained as a part of the books and records of the Company.

Section 2.04. Payments to the Administrator

The Administrator shall be reimbursed by the Company for his expenses incurred on behalf of the Company, including travel, lodging and the portion of their respective office expenses attributable to handling Company business but otherwise shall not be entitled to any compensation for his acting in such capacity unless otherwise agreed to by all of the Members. It is understood that the Administrator is not required to furnish services normally performed by a real estate broker or a property manager. The Company may contract for such services with any Member or any firm with which he is affiliated, provided that such a contract is approved by the Members.

Section 2.05. Contracts with Related Parties

The fact that a Member or a member of his family is employed by or is directly or indirectly interested in or connected with any person, firm, or corporation employed by the Company to render or perform a service shall not prohibit the Administrator from employing such person, firm, or corporation (including any of the Members) or from otherwise dealing with him, them, or it, and neither the Company nor the Members shall have any rights in or to any income or profits derived therefrom as a consequence of the relationship created under this Agreement.

ARTICLE III CAPITAL CONTRIBUTIONS

Section 3.01. Initial and Additional Capital

(a) The Members' respective percentage interests ("Distribution Percentage Interests") in the Company (including Company net income, gain, loss, deduction, and credits), prior to any adjustments to the Distribution Percentage Interests required by this Agreement, are set forth in Exhibit A attached hereto. A separate capital account shall be maintained for each Member in accordance with Treasury Regulation 1.704-l(b)(2)(iv) or any applicable successor Treasury Regulation.

a. The Members acknowledge that from time to time hereafter, the Company may require capital funds for the payment of debts and liabilities of the Company, including the indebtedness secured by any mortgage, deed of trust or other liens thereon, for taxes and insurance, debt service, and other carrying charges and expenses, and to provide operating capital. The Members agree from time to time to contribute additional cash to the Company in their respective Distribution Percentage Interests to the extent reasonably required for the purposes set forth above or for any other proper business purpose subject only to the provisions of Section 2.01 (b)(6).

b. Should any Member fail or refuse for any reason whatsoever to contribute in cash the additional capital amount which he is required to contribute within 10 days after the due date for payment of such amount (the "Unpaid Required Contribution"), such Member shall be in default hereunder and shall be deemed to be a "Defaulting Member" and the following shall apply:

1. The Unpaid Required Contribution shall constitute an obligation of such Defaulting Member to the Company and shall bear interest from the date of such Defaulting Member's default at a floating annual rate of interest equal to the lesser of (i) two percent over the prime rate of the Commerce Bank of Kansas City, N.A., Kansas City, Missouri in effect from time to time, or (ii) the maximum rate permitted by law. Merest shall be compounded monthly and be payable on demand. The Company may, upon a decision approved by the Members, institute suit in any court of competent jurisdiction to enforce such obligation of the Defaulting Member, hi addition, the Company shall be entitled to recover in such suit all costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees, thereby incurred by the Company and any damages (except incidental or consequen tial damages) sustained by the Company as a result of the default by the Defaulting Member.

2. By executing this Agreement, each Member shall be deemed to have granted to the Company a first and prior lien and security interest upon such Member's interest in the Company (including his capital account, the Company assets and property, and any future distributions to which such Defaulting Member would otherwise be entitled under this Agreement) as security for the payment of all additional capital contributions of such Member. This Agreement shall be deemed to be a security agreement with respect to such security interest and collateral and each Member shall

promptly execute and deliver to the Company any financing statements or other instruments that the Company, or any other Member, may request for purposes of perfecting or continuing such security interest. Upon the failure of a Member to execute and deliver such financing statements or other instruments, the

other Members, and each of them, as attorney-in-fact for such Member, may execute and deliver such financing statements or other instruments for, in the name, and on behalf of such Member. With respect to a Defaulting Member, the Company, acting upon a decision approved by the Members, shall have all of the rights and remedies of a secured party under the Kansas Uniform Commercial Code, including, without limitation, and in addition to the rights under such law, the right to sell, free from any right of redemption, by public or private sale upon five days' advance notice to the Defaulting Member, the Defaulting Member's Company interest or any part thereof. In addition, the Company shall have the right to retain and set-off against the Unpaid Required Contribution of a Defaulting Member and any accrued interest thereon all amounts becoming otherwise distributable or payable to such Defaulting Member by the Company. Any amount so retained and set-off by the Company shall be deemed to be a constructive cash distribution to the Defaulting Member and a constructive payment by him to the Company. Any payment, whether constructive or actual, shall be applied first against any unpaid accrued interest on the Defaulting Member's Unpaid Required Contribution and the remainder shall be applied against his Unpaid Required Contribution.

(d) Any Member(s) not in default hereunder shall have the right (but not the obligation), without waiving or releasing any Defaulting Member of the obligations under this Agreement, to pay an Unpaid Required Contribution to the Company and thereby be entitled to all of the rights and remedies of the Company against the Defaulting Member provided in Section
3.01(c).

Section 3.02. No Interest on Capital Investments

No interest shall be payable on the capital contributions of any Member, nor shall any Member have the right to demand or receive the return of his capital contributions.

Section 3.03. Company Obligations

(a) In the event the Company obtains any loan or incurs any expense or liability as to which any one or more Members have personal liability, each Member hereby agrees that, to the extent the Company does not pay said loan, expense or liability in whole or in part, for any cause whatsoever, each Member shall be responsible for payment thereof in the percentage set forth opposite his name on Exhibit A including with respect to loans the principal of said loan and all accrued interest and other charges, if any, thereon, or any portion thereof then becoming due. In the event any Member shall default in the foregoing obligation (a "defaulting member"), and if such

default shall continue for a period of five days, then any one or more of the Members not in default (the "non-defaulting members") shall be entitled (i) to pay or refinance all or any portion of the amounts due and (ii) to proceed against the defaulting member(s) to collect all amounts paid on behalf of the defaulting member(s), plus interest thereon at the rate of two percentage points above the prime rate as published by Commerce Bank of Kansas City, N.A. (adjusted monthly on the first day of each month), costs and the fees of an attorney, for which amount the defaulting member(s) shall be liable to the non-defaulting members in proportion to the amounts advanced and paid by the non-defaulting member on behalf of the obligations of the defaulting member. If all Members default under the above obligation, any loss or expense suffered as a result of such default shall be borne by each Member pro rata in accordance with the percentages set forth opposite each Member's name on Exhibit B. Any Member who suffers a loss in excess of such percentage shall have a right to recover against the other Member(s) for any such excess loss to the extent that such Member did not share such loss in accordance with said percentage allocation set forth herein.

(b) By executing this Agreement, each Member shall be deemed to have granted to the other Members a lien and security interest subordinate only to the lien and security interest described in Section 3.01(c) upon such Member's interest in the Company (including his capital account, the Company assets and property, and any future distributions to which such defaulting member would otherwise be entitled under this Agreement) as security for the payment of all obligations under this Section 3.03. This Agreement shall be deemed to be a security agreement with respect to such security interest and collateral and each Member shall promptly execute and deliver to the Company any financing statements or other instruments that the Company, or any other Member, may request for purposes of perfecting or continuing such security interest. Upon the failure of a Member to execute and deliver such financing statements or other instruments, the other Members, and each of them, as attorney-in-fact for such Member, may execute and deliver such financing statement or other instruments for, in

the name and on behalf of such Member. With respect to a defaulting member, any non-defaulting members who cure a default as aforesaid shall have all of the rights and remedies of a secured party under the Kansas Uniform Commercial Code, including, without limitation, and in addition to the rights under such law, the right to sell, free from any right of redemption, by public or private sale upon five days advance notice to the defaulting member, the defaulting member's Company interest or any part thereof. Upon sale, the proceeds thereof, after deducting all costs and expenses of every kind, shall be applied to the repayment of all sums advanced by those non-defaulting members rectifying the default, including interest, attorneys' fees, and costs. The balance, if any, over and above such indebtedness shall be paid to the defaulting member in full and complete payment for all of his interest in the Company and in release of any rights he may assert or claim against the Company. In addition the non-defaulting members shall have the right to receive and set-off against the amount so advanced and any accrued interest thereon all amounts becoming otherwise distributable or payable to such defaulting member by the Company. Any amount so received and set-off shall be deemed to be a constructive cash distribution to the defaulting member and a constructive payment by him to the non-defaulting Members. Any payment, whether constructive or actual, shall be applied first against any unpaid accrued interest on the amounts advanced.

(c) Notwithstanding the foregoing, if any claim, liability, or expense shall be asserted against the Company or any Member by reason of the sole negligence of any Member or an act or omission by a Member in violation of this Agreement, then the Member committing such negligence or performing such act shall indemnify and save harmless the Company and the other Members from and against any and all loss resulting therefrom. The right of contribution and rights of indemnity contained in this paragraph shall survive and remain in full force and effect notwithstanding any termination of the Company and this Agreement. The provisions of this paragraph are not intended to and shall not be applicable to any claim or liability with respect to any mortgages, loans, deeds of trust, or other encumbrances which are non-recourse as to the Company and the Members.

ARTICLE IV ACCOUNTINGS, PROFITS, AND DISTRIBUTIONS

Section 4.01. Determination of Profits and Losses

The profits and losses of the Company shall be considered to have been earned ratably over the period of the fiscal year of the Company, except that profits and losses arising from the disposition of assets or refinancing of mortgages shall be deemed earned as of the date thereof. Profits and losses for all purposes of this Agreement shall be determined in accordance with the generally accepted accounting principals utilized by the Company for federal income tax purposes.

Section 4.02. Allocation of Profits and Losses

(a) For fiscal years in which there are no changes in the Distribution Percentage Interests of the Members, the net profits or net losses of the Company shall be credited or charged
to the Members in accordance with the Distribution Percentage Interests.

(b) For fiscal years in which there are changes in the Distribution Percentage Interests of the Members, the profits or losses for that year shall be allocated to each period of the year for which there were different Distribution Percentage Interests based upon the date such profits or losses were earned. The net profits or net losses of the Company for a given period of the year shall be credited or charged to the Members in accordance with the Distribution Percentage Interests of the Members for that period.

(c) To the extent required by Section 704(c) of the Internal Revenue Code and any Treasury Regulations thereunder and in accordance with the provisions thereof, (i) income, gains, loss and deductions with respect to all property contributed to the Company by a Member shall be shared among the Members for tax accounting purposes so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution, and (ii) similar rules shall apply with respect to contribution by a cash-basis Member of accounts payable and other accrued but unpaid items.

Section 4.03. Determination of Net Distributable Cash: Distributions

a. The term "net distributable cash" as used in this Section 4.03 means with respect to a Company fiscal year, the taxable income of the Company for federal income tax purposes for that fiscal year, except (i) depreciation of real property or personalty, investment tax credits and similar non-cash deductions from income shall not be considered a deduction, (ii) loan amortization payments shall be considered a deduction, (iii) amounts expended for the acquisition, improvement or repair of Company property and similar capital costs not normally chargeable to current operations shall be treated as a deduction, (iv) to the extent included in taxable income, the net proceeds of mortgage refinancing or the sale of Company property or any part thereof shall be deducted from taxable income, and (v) contributions to reserves which are established for working capital, approved expenses, or other contingencies, all in amounts approved by the Administrator, shall also be treated as deductions. Subject to Sections 3.01(c) and 3.03, net distributable cash shall be apportioned among the Members in accordance with subsections (b) and (c) below and shall be distributed annually within 90 days following the close of the

Company's fiscal year or at more frequent intervals as determined by the Administrator.

b. For fiscal years in which there are no changes in the Distribution Percentage Interests of the Members, the net distributable cash of the Company shall be allocated to the Members in accordance with the Distribution Percentage Interests.

c. For fiscal years in which there are changes in the Distribution Percentage Interests of the Members, the net distributable cash for that year shall be allocated to each period of the year for which there were different Distribution Percentage Interests as though such net distributable cash were earned ratably over the fiscal year. The net distributable cash of the Com pany for a given period of the year shall be allocated to the Members in accordance with Distribution Percentage Interests of the Members for that period.

(d) In the event that money shall be available for distribution among the Members by reason of mortgage refinancing or sale of property, all such moneys, less any amount approved by the Administrator to be reserved by the Company for working capital, expenses, or other contingencies, shall be promptly distributed among the Members in accordance with the Distribution Percentage Interests as of the date of such refinancing or sale.

Section 4.04. Fiscal Year: Books and Records

a. The fiscal year of the Company shall be the calendar year.

a. Each Member shall have the right at all reasonable times during usual business hours to audit, examine, and make copies of or extracts from the books of accounts of the Company. Such right may be exercised through a designated agent or employee. Each Member shall bear all expenses incurred in any examination made for such Member's account.

Section 4.05. Bank Accounts

Funds of the Company shall be deposited in an account or accounts of a type, in form and name and in a bank or banks selected by the Administrator, and withdrawals from such bank accounts shall be made by the Administrator or the person or persons authorized by them.

Section 4.06. Tax Matters

a. Any provision of this Agreement to the contrary notwithstanding, solely for federal income tax purposes, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code; the filing of Company's federal tax returns shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Company.

b. The Administrator are hereby designated as the "Tax Matters Partner" of the Company pursuant to applicable provisions of the Internal Revenue Code and the regulations thereunder; provided, however, the Tax Matters Partner shall not file any instrument, petition or document either (I) extending the statute of limitation for the Company, or (ii) asking for readjust ment of any Company taxable items of income, expense, deduction and/or credit or otherwise with the United States Tax Court, a United States District Court or the United States Court of Claims, unless the decision to file such instrument, petition, or document has been approved by the Members.

Section 4.07. Special Allocations

It is the intent of the Members that all income, gain, loss, deduction, and credits shall be allocated to the Members' book capital accounts and that all distributions shall be disbursed to the Members such that, at all times, the book capital account balances of the Members shall bear the same relationship one to the other as the Members' Distribution Percentage Interests. If it is proposed or contemplated that an allocation, distribution or other matter be effected in a manner that will cause the book capital account balances of the Members to no longer bear the same relative relationship as the Members' Distribution Percentage Interests (a "Special Allocation"), the Members and their respective tax and legal counselors will negotiate to amend this Agreement to provide the provisions deemed necessary to accommodate the Special Allocation. If no agreement is reached by the Members within a reasonable period of time, the Special Allocation will be abandoned and the Members will continue to be bound by and conduct their affairs in accordance with the terms of this Agreement as then in effect.

ARTICLE V
WITHDRAWAL

Section 5.01. Voluntary Dissolution

Anything in this Agreement to the contrary notwithstanding, the powers of the parties hereto to effect a dissolution of the Company at any time shall be governed by the provisions of the Act but this shall not be construed to authorize any Member (nor shall any Member have the right) to withdraw or retire from the Company, except as otherwise in this Agreement expressly provided.

Section 5.02. Death or Legal Incompetency

(a) On the death or legal incompetency of a natural, individual Member (as compared to a legal entity) or the dissolution of Member that is a legal entity, (such Member

hereafter sometimes referred to as the "Deceased Member"), the executor or administrator of the deceased Member or the guardian of the legally incompetent Member shall have the option, within a period of 120 days following the death or incompetency of such Member or 90 days following the granting of letters in the estate, whichever is earlier, to elect in writing to become a Member with all the rights and subject to all the duties and responsibilities previously incumbent upon the Deceased Member. So long as such election to remain a Member is made validly by such legal representative of the Deceased Member, then prior to the distribution of said Company interest to its legatee, the estate of the Deceased Member shall be treated for all purposes as a Member.

(b) Should the estate of the Deceased Member not elect to continue as a Member, the other Members shall have first option to purchase the entire interest of the Deceased Member in the Company for the price, in the manner, and on the terms and conditions set forth in Section 5.06
below.

a. If the other Members (or one or more of them) elect to purchase the Deceased Member's entire Company interest, they shall give notice in writing of such election to the Deceased Member's personal representative within a period of 30 days following receipt of written notice that the Deceased Member's personal representative has elected not to continue to hold the Company interest or the lapse of the notice period provided in subparagraph (b) above, whichever first occurs. The election of the other Members to purchase a portion not aggregating the whole of the Deceased Member's Company interest shall be of no effect.

b. If the other Members do not elect within the time and in the manner herein provided to purchase the entire Company interest of the Deceased Member, the estate of the De ceased Member shall be free to sell such Company interest to whomever it desires.

Section 5.03. Insolvency

a. If a Member shall at any time commit or suffer an "Act of Insolvency," such Member (or such Member's trustee in bankruptcy, receiver or creditors, as the case maybe) shall be obligated to sell to the other Members, and the other Members shall have the right, but not the obligation, to purchase, the Company interest of the Member committing the "Act of Insolvency" for the price, in the manner and on the terms and conditions set forth in Section 5.06 below. An "Act of Insolvency" shall be deemed to have occurred in the event a Member (i) files a voluntary petition under the Bankruptcy Code or there shall be an order for relief entered against him under the Bankruptcy Code; or, (ii) causes or suffers the appointment of a receiver, trustee or

other similar party for or over all or substantially all of his assets; or, (iii) makes a general assignment for the benefit of his creditors.

b. If the other Members (or one or more of them) elect to purchase the entire Company interest of the Member committing the Act of Insolvency, they shall give notice in writing of such election to such Member (or such Member's trustee in bankruptcy, receiver or creditors, as the case may be) within 60 days following the date the last of the Administrator receives written notice of the Act of Insolvency. The election of the other Members to purchase a portion not aggre gating the whole of the Company interest of the Member committing the Act of Insolvency shall be of no effect.

Section 5.04. Withdrawal

a. No Member shall have the right to withdraw from the Company before the end of the term fixed for its duration. The Members acknowledge that the withdrawal of any Member will cause irreparable damage to the remaining Members and the Company.

b. If any Member (herein "Withdrawing Member") attempts to withdraw or to otherwise liquidate the Company or partition its property in a manner contrary to this Agreement ("Prohibited Action"), the remaining Members may, in addition to any other remedy they may have at law or in equity, elect to purchase the Withdrawing Member's entire Company interest for the price, in the manner and on the terms and conditions set forth in Section 5.06 below; provided, however, that the purchase price to be paid shall be only eighty percent of the purchase price otherwise determined under Section 5.06.

c. If the remaining Members (or one or more of them) elect to purchase the entire Company interest of the Withdrawing Member, they shall give notice in writing of such election to the Withdrawing Member within 60 days following the date the last of the Administrator receives written notice of the Prohibited Action. The election of the remaining Members to purchase a portion not aggregating the whole of the Company interest of the Withdrawing Member shall be of no effect.

Section 5.05. Decree of Dissolution

a. If the condition or actions of any Member (herein "Causing Member") gives rise to the filing of a suit seeking a decree of dissolution by a court pursuant to any applicable provision of Missouri law, the Causing Member shall be obligated to sell to the other Members, and the other Members shall have the right, but not the obligation, to purchase, the Causing Member's Company interest for the price, in the manner and on the terms and conditions set forth in Section 5.06 below.

b. If the other Members (or one or more of them) elect to purchase the entire Company interest of the Causing Member, they shall give notice in writing of such election to the Causing Member within 60 days following the date the last of the Administrator receives written notice of the filing of the suit seeking dissolution. The election of the other Members to purchase a portion not aggregating the whole of the Company interest of the Causing Member shall be of no effect.

Section 5.06. Purchase Terms

(a)(l) The purchase price for any Company interest to be purchased pursuant to Section 5.02, 5.03, 5.04, or 5.05 shall be the book value thereof as it appears upon the books and records of the Company as of the close of business on the date of the event giving rise to the right of purchase being exercised, as adjusted by substituting in place of book value the fair market value of the property, both real and personal, owned by the Company as of such date. Such book value, adjusted as provided in the next paragraph, shall be computed by the bookkeeper or accountant regularly employed by the Company in accordance with the accounting practices regularly followed by the Company and, in cases not covered by such practices, in accordance with good accounting practice. No allowance shall be made for intangible assets except as those assets have been reflected on the Company books before the event giving rise to the right of purchase being exercised. Such book value shall include and reflect the accounting year as shown on the Company books, increased by the share of Company pro fits or decreased by the share of Company losses allocable to the interest being purchased, computed as herein provided, for the period from the beginning of the accounting year in which the event giving rise to the right of purchase being exercised occurred until the date of the event giving rise to the right of purchase being exercised and increased by contributions and decreased by withdrawals during such period.

(a)(2) In making the adjustment for the fair market value of real estate, the bookkeeper or accountant shall rely on and use a value agreed upon in writing by the parties to the sale, but if they are unable to reach such agreement within 60 days after the purchasing Members give notice of their intention to buy (which time may be extended by the agreement of all parties), then the fair market value of such property shall be determined by written appraisal made by a board of three appraisers who are qualified to act. One of said board shall be selected by the seller of the Company interest being purchased, one by the purchasing Members, and the third by the two appraisers so selected, hi the event of any disagreement among the three, the decision of two of the three appraisers shall be binding on all parties in interest. A statement showing such book value, as thus adj usted, shall be completed by the bookkeeper or accountant and copies delivered to the parties to the sale as soon as may be reasonable. Such book value, as so adjusted, less a discount of 15% of book value for lack of marketability and as set out in the accountant's or bookkeeper's statement, shall constitute and be deemed to be the purchase price for the Company

interest being purchased (except as otherwise provided under Section 5.05(b)) and shall be binding upon all parties. The cost of such appraisals shall be paid by the Company, but the cost thereof shall be taken into account in determining the purchase price for the Company interest being purchased.

(b) Unless otherwise agreed, each remaining Member shall have the right to purchase that portion of the Company interest being purchased computed by the proportion which

each purchasing Member's Distribution Percentage Interest bears to the Distribution Percentage Interest of all of the purchasing Members. The election of the remaining Members to purchase a portion not aggregating the whole of the Company interest to be purchased shall be of no effect.

a. If the entire Company interest so offered is accepted for purchase by two or more purchasing Members, the portion of the purchase price payable by each purchasing Member shall be the sum determined by multiplying the purchase price for the entire Company interest by the fraction representing the portion thereof purchased by such purchasing Member.

b. The purchase price due from each purchasing Member shall be paid by such purchaser either in cash or in the following installments: twenty-five percent thereof in cash on the closing date, and the balance by each such purchasing Member's execution and delivery of three promissory notes, each dated as of the closing date, each in the principal amount of twenty-five percent of the purchase price, each payable with interest at the prime rate then charged by the Commerce Bank of Kansas City, N.A., the first of such notes to be payable one year after the date of closing, and the remaining two notes to be payable successively each year thereafter. Such notes shall provide for the privilege of prepayment at any time without premium or penalty and shall recite that all such notes shall become due at the option of the holder if all or any part of the principal or interest due on any such note remains unpaid for 30 days after it matures. Repayment of the notes shall be secured by a pledge of the Company interest being purchased. The closing date for the sale shall be the thirtieth day after notification to the parties of the purchase price as established by the Company's bookkeeper or accountant.

ARTICLE VI SALE, TRANSFER, OR OTHER DISPOSITION

Section 6.01. Transfer

a. Unless otherwise consented to by all of the Members, the Members and any other persons who may hereafter own an interest in the Company shall not mortgage, pledge, hypothecate, or encumber, in any manner, voluntarily or involuntarily, their respective interests in the Company, except as herein expressly authorized.

b. No Member or other person owning an interest in the Company shall transfer, assign, or convey any or all of his interest in the Company unless he has made an offer to sell such interest to the other Members as follows:

1. If any Member receives an offer to buy any or all of his Company interest which such Member is willing to accept or if any Member makes an offer to sell any or all of his Company interest which the offeree is willing to accept (such Member being referred to hereafter as the "Selling Member," the proposed purchaser being referred to as the "Purchaser" and the interest to be sold being referred to as the "Offered Interest"), such Member shall give all the other Members notice that an offer exists and a true copy or recitation of the terms thereof. The other Members shall have the right to purchase such Company interest and take the place of the Purchaser, provided that one or more of them agrees to the price and conditions theretofore agreed upon by the Selling Member and the Purchaser within 30 days after receipt of written notice that an offer exists and a true copy or recitation of the terms thereof; if more than one Member exercises the right of purchase herein granted, each such Member shall have the right to purchase that portion of the Offered Interest computed by the proportion which each such Member's Distribution Percentage Interest bears to the Distribution Percentage Interest of all of the Members exercising the purchase rights herein granted; an election of the other Members to purchase a portion not aggregating the whole of the Offered Interest shall be of no effect.

2. If no Member exercises the right of purchase herein set forth, then the Selling Member shall be authorized to sell the Offered Interest to the Purchaser, provided that such sale is on the same identical terms and conditions submitted to the other Members in accordance with this Section 6.01(b) and is consummated within the later to occur of the closing date established by the terms of the sale as submitted to the other Members or 60 days after the offering Member is authorized to sell his interest in accordance with this Section 6.01(b).

3. Any notice required to be given hereunder shall be sufficient if actually received or if given by certified mail, return receipt requested, to the last known address of each addressee. The date of receipt of any notice given by certified mail will be the date stated on the return receipt signed by or on behalf of each addressee. Any future prospective purchaser of Company interests hereunder are hereby authorized to rely on the return receipt and the apparent genuineness of the date thereof and the signature thereon in determining whether this right of first refusal has lapsed with regard to any offer or contract to purchase any Company interest.

a. Notwithstanding anything in this section to the contrary, each natural, individual Member (as compared to a legal entity) owning an interest in the Company may make a testamentary disposition of his interest in the Company and may

assign or transfer (by sale or otherwise) his interest or any part thereof in the Company if such sale or transfer is made to any member of his family or to any trust primarily for his benefit or the benefit of any member of his family. The term "member of his family" as used herein shall include only a spouse, child, grandchild, sister, brother, or any lineal descendants of any of the foregoing. All interests in the Company transferred, assigned, or bequeathed pursuant to the provisions of this paragraph (c) shall be subject to all the restrictions, agreements, and obligations set out in this Agreement.

b. Notwithstanding anything in this section to the contrary, if any partnership is now or hereafter becomes a Member, such Member may assign or transfer (by sale or otherwise) its interest or any part thereof in the Company if such sale or transfer is made to a partner holding a partnership interest in the partnership which is a Member herein. All interests in the Company trans ferred or assigned pursuant to the provisions of this paragraph (d) shall be subject to all the restrictions, agreements, and obligations set out in the Agreement.

c. Notwithstanding anything in this section to the contrary, if any trust is now or hereafter becomes a Member, such Member may assign or transfer (by sale or otherwise) its interest or any part thereof in the Company if such sale or transfer is made to a beneficiary under the trust that is a Member herein. All interests in the Company transferred or assigned pursuant to the provisions of this paragraph (e) shall be subject to all the restrictions, agreements, and obligations set out in this Agreement.

d. In the event any Member's interest is sold, conveyed, transferred, assigned, or bequeathed, whether to another Member, a member of his family as defined above or any other person or party, the purchaser, assignee, or successor shall be obligated to make additional capital contributions to the same extent as his predecessor in interest would have been required to make and shall be subject to all the other terms and obligations herein imposed on the Member.

e. Notwithstanding anything contained herein to the contrary, the purchaser, transferee, or assignee of any selling Member's interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The purchaser, transferee, or assignee of such selling Member's Interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions by way of income and the return of contributions, to which the transferor Member would otherwise be entitled; provided, however, that if a successor is not in default under this Agreement, he may by agreement

of all the remaining Members upon execution of an agreement in form satisfactory to the remaining Members, become a Member.

(h) Any sale, assignment, gift, transfer, mortgage, conveyance, or other disposition of any interest in this Company, except as is expressly permitted hereunder, shall be void and of no force and effect, and may be ignored by the remaining Members.

ARTICLE VII DISSOLUTION AND TERMINATION

Section 7.01. Dissolution

(a) The Company shall be dissolved upon the occurrence of any of the following

events:

(i) when the period fixed for the duration of the Company shall expire or the happening of any event specified in this Agreement is resulting in dissolution;

(ii) by the unanimous written agreement of all Members; (iii)

entry of a decree of dissolution under R.S. Mo. § 359.789;

(iv) when the Company is not the surviving entity in a merger or consolidation; or,

(v) upon the death, retirement, resignation, expulsion, bankruptcy, dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company (a "Withdrawal Event"), unless:

A. within 90 days after the occurrence of a Withdrawal Event, all of the remaining Members deliver or mail to the Company at its principal business address stated above a written consent to continuing the business of the Company; and

B. there are at least two remaining Members of the Company.

(b) As soon as possible following the occurrence of any of the events specified in this section requiring the dissolution of the Company, the appropriate representative of the

Company shall execute a notice of winding up in such form as shall be prescribed by the Secretary of State of Missouri and file same with the Secretary of State's office.

(c) Upon the filing with the Secretary of State of a statement of a notice of winding up, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until articles of termination have been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

Section 7.02. Termination

a. Upon the occurrence of an event that requires the Company be dissolved, the Members shall proceed with reasonable promptness to wind up the business and affairs of the Company in compliance with all the requirements of applicable law. The profits and losses of the business during the period of winding up shall be divided among or be borne by the Members in the respective percentages in which they shared in such profits and losses prior to the event which required the Company be dissolved.

b. If the Company is required to dissolve and its affairs be wound up as the result of the occurrence of an event other than a Withdrawal Event, the Company's assets shall be sold or otherwise liquidated as promptly as practicable (except to the extent any assets are distributed to the Members in kind) and the proceeds thereof shall be distributed in the following order of priority:

1. To the payment of the debts and liabilities of the Company and the expenses of liquidation;

2. To the establishment of any reserves approved by the Members as reasonably necessary for the contingent liabilities or obligations of the Company, but such reserve shall be held only so long as shall be approved by the Members, and at the expiration of such time the balance remaining shall be distributed in the manner provided in this section;

3. To the repayment of the capital contributions (initial and subsequent) of the Members, less all sums previously distributed to them for such

purpose; but, if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and, thereafter,

(4) Any balance remaining shall be distributed among the Members in accordance with their respective Distribution Percentage Interests on the date of distribution.

(c) If the Company is required to dissolve and its affairs be wound up as the result of the occurrence of a Withdrawal Event as provided in Section 7.01(a)(v), then, unless the remaining Members agree otherwise:

1. The Company's assets shall be distributed to the remaining Members in undivided interests as tenants-in-common in accordance with their respective Distribution Percentage Interests on the date of distribution;

2. By such distribution and without any further action by the Company or its Members, the Members shall have assumed and be severally personally liable for all of the debts and liabilities of the Company, including the expenses of winding up the Company, in accordance with their respective Distribution Percentage Interests on the date of distribution; and,

3. The provisions of Section 3.03 shall survive the winding up and dissolution of the Company and be applicable to the Members in their capacity as tenants-in-common.

Section 7.03. Articles of Termination

a. When all of the property and assets of the Company have been applied and distributed as herein set forth, articles of termination shall be executed in duplicate, which articles shall set forth the information required by the Act.

b. Duplicate originals of such articles of termination shall be delivered to the Secretary of State.

(c) Upon the filing of the articles of termination, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Administrator, shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

Section 7.04. Return of Contribution Non-recourse to Other Members

Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member or the Administrator.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.01. Notices

Whenever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice shall be deemed to have been given, served, and delivered if mailed by United States registered or certified mail, return receipt requested, addressed to the party entitled to receive the same at the last known address of such party. Except where otherwise specified in this Agreement, any notice shall be deemed to have been given, served, and delivered on the date when such notice was received by the addressee.

Section 8.02. Governing Law

This Agreement and the obligations of the Members hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri notwithstanding that some of the Members maybe domiciled outside the State of Missouri.

Section 8.03. Entire Agreement

This Agreement contains the entire agreement among the parties relative to the formation and organization of the Company and its operation and supersedes any prior agreements in respect thereto. No variations, modifications, or changes hereof shall be binding upon any part hereto unless set forth in an instrument duly executed by or in behalf of the Company and such party.

Section 8.04. Severability

If any provision of this Agreement or the application thereof to any person or occurrence shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or occurrences shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

Section 8.05. Applicability

The covenants and agreements herein contained shall inure to the benefit of and be binding upon all the parties hereto and their respective heirs, successors, executors, administrators, and assigns.

Section 8.06. Equitable Remedies

The rights and remedies of any of the Members hereunder shall not be mutually exclusive and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Each of the Members confirms that damages at law are an inadequate remedy for a breach or threatened breach of this Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit, or affect any right or rights at maw or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention hereof to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder shall be enforceable in equity as well as at law or otherwise.

Section 8.07. Attorneys' Fees

In the event of a breach of this Agreement, the breaching party shall pay to each of the non-breaching parties such parties' reasonable attorneys' fees and costs and shall protect, defend, and hold the other parties harmless from any and all claims, actions, damages, liabilities, and expenses in connection with damages incurred by third parties by any unauthorized act or conduct of such breaching party and from any loss or damage resulting to the Company or the non-breaching party on account of any unauthorized act or conduct of such breaching party.

Section 8.08. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatory to the original or the same counterpart.

Section 8.09. Effective Date

The date of this Agreement is the last date provided below.

IN WITNESS WHEREOF, the parties have duly executed this Operating Agreement

This Dec 1, 2020

PRIME 3 LLC

By:.

Nizar Ali Rawjani

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Business Name ZEDZ 3

Business Address 3459 S STERLING AVE, INDEPENDENCE MO

AFFIDAVIT

I RICHARD T BRYANT, under oath, do hereby state that

I am engaged in SALE OF LIQUOR IN THE ORIGINAL PACKAGE AT A GENERAL MERCHANDISE STORE, WITH GASOLINE AND FOOD
(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

Applicant

Subscribed and sworn to before me, a Notary Public, this 12TH day of JANUARY, 2021.

A. BRESCIA
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 04622214
My Commission Expires Nov 9, 2024

Notary Public

11-9-24
Commission Expires

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Alcoholic Beverage Code Certification Form

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

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

CHECK ONE OF THE FOLLOWING

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 ZEDZ 3

Address 3459 S STERLING AVE, INDEPENDENCE MO

Signature: _____

Print Name: RICHARD T BRYANT

Title: MANAGING OFFICER

Date: 01/12/2021

RICHARD T. BRYANT & ASSOCIATES, P.C.

ATTORNEYS AT LAW

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

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

January 12, 2021

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

Re: Prime 3 LLC

Dear Angela

Consistent with our recent emails and communications, the application being submitted is merely a reflection of some company restructuring by Nizar Rawjani. Mr. Rawjani has operated the store at 3459 South Sterling under the name Sterling Enterprises and Discount Smokes. As a part of the reorganization of his companies, all of his stores will be "Prime 'x' LLC doing business as Zedz 'x' . Consequently the applicant is Prime 3, LLC doing business as Zedz 3.

A new lease has been prepared reflecting the "new tenant" and you will note that the property owner remains "Rawjani LLC", a LLC solely owned by Nizar Rawjani. Any debts of the old tenant have been satisfied or assumed by the new tenant.

Sincerely,

Richard T. Bryant
For the Firm

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

RICHARD T. BRYANT
Licensed in Iowa, Kansas,
Missouri, Washington, D.C.,
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January 12, 2021

Alcohol and Tobacco Tax and Trade Bureau
550 Main Street, Suite 8002
Cincinnati, OH 45202-5215

Re: Prime 3 LLC
Federal Tax Identification Number: 84-4234141

Greetings:

We submit to you on behalf of our client, Prime 3 LLC, FEIN: 84-4234141 d/b/a Zedz 3, the Alcohol Dealer Registration. Our client will be obtaining a new liquor license in Independence, Missouri. Please process this application in accordance with your established policies.

Sincerely,

Richard T. Bryant
For the Firm

Enclosure

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

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Missouri, Washington, D.C.,
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OMB NO. 1513-0112

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB)

Alcohol Dealer Registration – For Use On and After July 1, 2008

(Please read instructions carefully before completing this form)

SECTION 1 – IDENTIFYING INFORMATION

Complete all fields in section 1 to correctly identify your business

NAME *(Last, First, Middle)* or CORPORATE NAME *(If Corporation)*	EMPLOYER IDENTIFICATION NUMBER *(See Instructions)*		
PRIME 3 LLC	84 - 4234141		
MAILING ADDRESS *(Street address or P.O. Box)*	CITY	STATE	ZIP CODE
3459 S STERLING AVE	INDEPENDENCE	MO	64055

SELECT BOX a, b, or c:

a. ☑ NEW BUSINESS

b. ☐ OUT OF BUSINESS

~~12/15/2020~~ 1/15/2021

DATE OF CHANGE, OR OF ENTRY INTO BUSINESS, OR OF TERMINATION OF BUSINESS (mm/dd/yyyy)

c. ☐ EXISTING BUSINESS WITH CHANGE IN: *(complete items below)*

☐ NAME / TRADE NAME

☐ ADDRESS / LOCATION

☐ BUSINESS CLASS

☐ PHONE

☐ OWNERSHIP INFO

☐ EMPLOYER IDENTIFICATION NUMBER

(OLD: -)

(NEW: -)

SECTION 2 – BUSINESS CLASS(ES) AND PREMISES LOCATIONS

Enter information below for each business location, using the appropriate class code

DEALER CLASS	SUBCLASS	CLASS CODE
RETAIL DEALER (Anyone who sells, or offers for sale, beverage alcohol products to any person other than a dealer. Examples are package stores, restaurants, bars, private clubs, fraternal organizations, grocery stores or supermarkets which sell such beverages.)	Liquors (Distilled Spirits, Wine or Beer)	11
	Beer Only	12
	Liquors (Distilled Spirits, Wine or Beer) – At Large*	15
	Beer Only – At Large*	16
WHOLESALE DEALER (Anyone who sells, or offers for sale, beverage alcohol products to another dealer. An IMPORTER must register as a wholesaler if he or she sells beverage alcohol products to other dealers.)	Liquors (Distilled Spirits, Wine, or Beer)	31
	Beer Only	32

* A retail dealer at large is one whose business requires him to move from place to place, such as a circus or carnival.

CLASS CODE	TRADE NAME	PREMISES ADDRESS STREET NUMBER AND NAME	CITY, STATE, ZIP CODE	TELEPHONE NUMBER
11	ZEDZ 3	3459 S STERLING AVE	INDEPENDENCE MO 64055	(913) 206-0278
				( )
				( )
				( )
				( )

Under penalties of perjury, I declare that the statements in this registration are true and correct to the best of my knowledge and belief; that this registration applies only to the specified business and location or, where the registration is for more than one location, it applies only to the businesses at the locations specified on the attached list.

SIGNATURE	TITLE	DATE
	ATTORNEY	01/01/2021

SECTION 3 – OWNERSHIP INFORMATION

☐ INDIVIDUAL OWNER ☐ PARTNERSHIP ☐ CORPORATION ☑ LLC ☐ OTHER (Specify)

FULL NAME	RESIDENCE ADDRESS	POSITION
NIZAR ALI RAWJANI	8816 W 148TH TER, OVERLAND PARK KS	SOLE MEMBER/MGR
FULL NAME	RESIDENCE ADDRESS	POSITION
FULL NAME	RESIDENCE ADDRESS	POSITION
FULL NAME	RESIDENCE ADDRESS	POSITION
FULL NAME	RESIDENCE ADDRESS	POSITION

INSTRUCTIONS

GENERAL INSTRUCTIONS

This registration is for use on and after July 1, 2008. If you are engaged in one or more of the alcohol activities listed on this form, you are required to file this form before beginning business. If there is a change in your business, you need to report it on or before the next July 1 (see CHANGES IN OPERATIONS, below). You may file one registration to cover several locations or several types of activity operating under the same Employer Identification Number (EIN).

NOTE: The special (occupational) tax on producers and marketers of alcohol beverages was repealed by Section 11125 of Public Law 109-59, effective July 1, 2008. However, tax liability and the registration requirement for periods before that date remain. If you need to file a delinquent or amended registration for a period through June 30, 2008, please use TTB Form 5630.5a, Alcohol Special (Occupational) Tax Registration and Return – For Periods Ending On or Before June 30, 2008.

SIGNING YOUR REGISTRATION

This form must be signed by the individual owner, a partner, or, in the case of a corporation or LLC, an individual authorized to sign on behalf of the corporation or LLC.

SECTION 1 – IDENTIFYING INFORMATION

Complete Section 1, Identifying Information, as specified on the form. Your registration must contain a valid Employer Identification Number (EIN). The EIN is a unique number for business entities issued by the Internal Revenue Service (IRS). You must have an EIN whether you are an individual owner, partnership, corporation, LLC, or a government agency. If you do not have an EIN, contact the Internal Revenue Service immediately to obtain one. While TTB may assign a temporary identification number (beginning with XX) to allow initial processing of a return which lacks an EIN, do not delay submission of your registration pending receipt of your EIN. If you have not received a number by the time you file this return, write "number applied for" in the space for the number. Submit your EIN by separate correspondence after receipt from the IRS.

SECTION 2 – PREMISES LOCATIONS

Enter the requested information in Section 2 for each premises location even if this repeats the business information listed in Section 1. If you are reporting a change, enter the date of the change in the appropriate space in Section 1. If additional sheets are needed, make a copy of page 1 of this form or enter the requested information on a separate sheet of paper with your EIN and Company's name.

SECTION 3 – OWNERSHIP INFORMATION

Please complete the ownership information in Section 3. Supply the information specified for each individual owner, partner or responsible person. For a corporation, partnership or association, a responsible person is anyone with the power to control the management policies or buying or selling practices pertaining to alcohol. For a corporation, association, or similar organization, it also means any person owning 10 percent or more of the outstanding stock in the business.

CHANGES IN OPERATIONS

If there is a change of your company's name, trade name, address, premises location, telephone number, ownership information, type of business, or EIN, complete TTB F 5630.5d and submit it no later than the next July 1 after the change. Check the box, Existing Business with Change(s), complete all fields in Section 1, and complete Sections 2 and 3 as necessary to show any changes there. Upon going out of business, submit TTB F 5630.5d within 30 days, checking box b in Section 1. If you are still in business but there are no changes since your last registration, this form does not need to be submitted.

MAILING INSTRUCTIONS

Please sign and date this registration and mail it to:

Alcohol and Tobacco Tax and Trade Bureau
550 Main Street, Suite 8002
Cincinnati, OH 45202-5215.

CONTACT INFORMATION

For further assistance, contact TTB National Revenue Center at 1-800-937-8864 or 1-877-882-3277; or email to **ttbtaxstamp@ttb.gov**. Additional information is also available at our Web site, **www.ttb.gov.**

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. This information is used to ensure compliance with Section 11125 of Public Law 109-59, and the Internal Revenue Laws of the United States.

The estimated average burden associated with this collection of information is .8 hour per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.