

RICHARD T. BRYANT & ASSOCIATES, P.C.

A T T O R N E Y S A T L A W

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

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

March 17, 2021

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

Re: The 40 (previously licensed site)

Dear Angela:

This is an application for The 40, a proposed restaurant and bar at a site previously licensed.

Enclosed please find:

- This application is for a R1 and R2 license and our checks in the amount of \$450 and \$300 are enclosed
- A bill of sale is not applicable
- The intent to sell form is not applicable
- The creditors affidavit is not applicable
- A lease is attached
- The managing officer appointment form is attached
- The 2553 election form is attached showing only two members
- The operating agreement is attached
- The Articles of Organization, Good Standing Certificate, and Fictitious Name Registration form are included
- A Certificate of Organization is included
- A picture of the applicants are included
- Pictures, site plans, surveys, diagrams are provided
- Drivers license, tax receipt, and voter certificate are included
- The alcohol certification form is included
- The inventory percentage form is not required
- Fees are provided
- the letter of explanation is provided
- Business license information is included

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

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

Ms. Angela Miller

March 17, 2021

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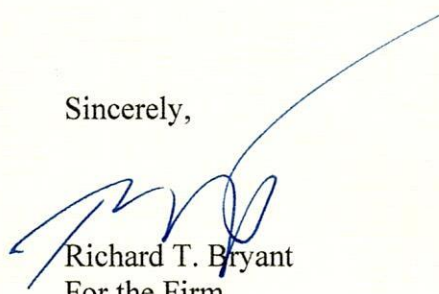
- Criminal History information is included
- Zoning approval has been requested

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

Let me know if I can provide further information!

Thanks as always.

Sincerely,



Richard T. Bryant
For the Firm

Enclosures



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

LIQUOR LICENSE APPLICATION GUIDELINES

THE 40 LLC

Businesses wishing to sell liquor in the City of Independence must obtain City, Jackson County, and State of Missouri liquor licenses. Please refer to the list provided identifying the types of licenses and the annual City license fee. A completed liquor license application submitted to the License Division could take up to (12) twelve weeks to process. The Regulated Industries Division handles the administration of the City's Liquor Code and the Police Department provides enforcement of the Liquor Code.

An application for a liquor license can be downloaded or picked up in the lobby on the second floor of City Hall. An instruction sheet is provided that will help in completing the application. Once the forms have been fully completed, you will need to submit them to the Regulated Industries Division at City Hall, 111 East Maple Street, Independence for continued processing and approval.

The application is reviewed by several City Departments. Criminal History Background information on the individuals operating the business is checked through the Police Department. The location of the business is reviewed for compliance with the Liquor Code and other applicable City Codes. The structure or submitted building plans where the business will be located is inspected by the Fire Department and the Community Development Department for compliance with City Codes.

After processing by the City staff, the application and an inspection report is forwarded to the City Council for consideration. Following approval, a City approval letter will be mailed to the applicant, which is needed to apply for the Missouri Liquor License. The City Liquor and Business Licenses will be mailed to the applicant after being printed. Once they are received you will then need to apply for a Jackson County Liquor License. **Prior to opening your business is it required that all liquor licenses be issued for posting.**

All City Liquor Licenses expire on June 30th, and all licenses must be renewed annually. An annual renewal application must be received by the City before May 31st of each year to avoid penalty.

All businesses must have a City Business License. You will make application for the Business License during the application process for the Liquor License. An applicant may open their business for non-liquor related items before the issuance of the Liquor License by simply applying for a general business license with no liquor sales.

LIQUOR LICENSE FEES

Package Liquor Licenses:

Unlimited Retailer of Intoxicating Liquor (P1)	\$150.00
Unlimited Sunday Sales Retailer of Intoxicating Liquor (P2)	\$300.00
Limited Retailer of Intoxicating Liquor (P3)	\$150.00
Limited Sunday Sales Retailer of Intoxicating Liquor (P4)	\$300.00
Tasting of Intoxicating Liquor (P5)	\$ 37.50
Tasting On and Off Licensed Retail Premises (P6)	No Fee
Unlimited Retailer of Malt Liquor and Light Wine (Q1)	\$ 75.00
Unlimited Sundays Sales Retailer of Malt Liquor and Light Wine (Q2)	\$300.00
Limited Retailer of Malt Liquor and Light Wine (Q3)	\$ 75.00
Limited Sunday Sales Retailer of Malt Liquor and Light Wine (Q4)	\$300.00
Unlimited Retailer of Malt Liquor (Q5)	\$ 75.00
Limited Retailer of Malt Liquor (Q6)	\$ 75.00

Drink Licenses:

Tavern Intoxicating Liquor (T1)	\$450.00
Sunday Tavern Intoxicating Liquor (T3)	\$300.00
Tavern Malt Liquor & Light Wine (T2)	\$ 75.00
Sunday Tavern Malt Liquor & Light Wine (T4)	\$300.00
Restaurant/Bar Intoxicating Liquor (R1)	\$450.00 X
Sunday Restaurant Bar Intoxicating Liquor (R2)	\$300.00 X
CFRSV Organization Intoxicating Liquor (F1)	\$450.00
Sunday CFRSV Organization Intoxicating Liquor (F2)	\$300.00
Hotel Intoxicating Liquor (H1)	\$450.00
Sunday Hotel Intoxicating Liquor (H2)	\$300.00
Place of Amusement Intoxicating Liquor (A1)	\$450.00
Sunday Place of Amusement Intoxicating Liquor (A2)	\$300.00
Place of Entertainment Intoxicating Liquor (E1)	\$450.00
Sunday Place of Entertainment Intoxicating Liquor (E2)	\$300.00
Common Eating and Drink Area Intoxicating Liquor (J1)	\$450.00
Sunday Common Eating and Drink Area Intoxicating Liquor (J2)	\$300.00
Consumption of Intoxicating Liquor (Z1)	\$ 90.00
Malt Liquor (D1)	\$ 75.00
Restaurant Bar Malt Liquor and Light Wine (G1)	\$ 75.00
Sunday Restaurant Bar Malt Liquor and Light Wine (G2)	\$300.00

Special Licenses:

Microbrewery (S1)	\$7.50 per 100 gallons produced
Domestic Winery (S2)	\$7.50 per 500 gallons produced
Domestic Wine by the Drink (S3)	\$450.00
Picnic 7 Day Intoxicating Liquor by the Drink (S4)	\$ 37.50
Picnic 7 Day Malt Liquor and Light Wine by the Drink (S5)	\$ 25.00
July 4 th Celebration Malt Liquor and Light Wine by the Drink (S6)	\$150.00
Caterer Intoxicating Liquor by the Drink – Daily (C1)	\$ 15.00
Caterer Intoxicating Liquor by the Drink – Up to 50 days (C2)	\$750.00
Caterer Intoxicating Liquor by the Drink – Unlimited Days (C3)	\$1000.00
Caterer Malt Liquor and Light Wine by the Drink - Daily (C4)	\$ 15.00

Manufacturing, Distilling, Blending Licenses:

Intoxicating Liquor (M1)	\$675.00
Wine (M2)	\$675.00
Malt Liquor (M3)	\$675.00

Wholesale Licenses:

Intoxicating Liquor (W1)	\$750.00
Wine (W2)	\$300.00
Malt Liquor (W3)	\$150.00



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

AFFIDAVITS TO BE PREPARED BY SELLER

1. **BILL OF SALE** - A signed and notarized copy must be furnished which reflects the full purchase price, as well as complete description of all goods, fixtures, furniture, equipment, food-liquor inventory, etc., received in the sales transaction. If a "Contract of Sale" is executed in conjunction with the "Bill of Sale", a signed and notarized copy of it must be furnished. NA-no sale
2. **INTENT TO SELL** - (form furnished) - Said form, signed by seller, notifies the Liquor License Office of a contemplated change of ownership of the liquor business and the seller **acknowledges the responsibility of remaining in control of the licensed premises until applicant's license is issued.** NA-no sale
3. **CREDITOR'S AFFIDAVIT** - (form furnished) - Seller's signed and notarized affidavit that seller has no outstanding liquor bills or has notified all wholesalers to whom money is due of seller's intention to sell the business. NA-no sale

If this application is for a change of ownership, the above items must be provided.

AFFIDAVITS TO BE PREPARED BY APPLICANT

1. **APPLICATION AFFIDAVIT** - (form furnished) - Answer all questions and all parts of all questions in full. **Original signature and notarization are required on each copy.** Answer N/A if applicable. ATTACHED
2. **PERSONAL INFORMATION** - (form furnished) - To be filed by the sole individual owner, all partners, or in the case of a corporation, by the Managing Officer, all principal corporate officers, all directors, and all corporate stockholders holding 10% or more of the capital stock, in the case of a limited liability company, by the Managing Officer and all LLC members. **Original signature and notarization are required on each form.** ATTACHED
3. **COPY OF LEASE AGREEMENT** - The lease agreement must be executed to the sole owner, all partners if business ownership is a partnership, to the LLC if ownership is an LLC, or to the corporation if the business ownership is a corporation. The lease agreement must reflect the lease term, monthly rental, options to renew, and special conditions, etc. Any assignment of a lease must bear written approval of the lessor. Lease or separate document must indicate name and address of property owner.

If the property is being purchased, or is owned by the applicant, a copy of the warranty deed or deed of trust, in the name of the sole owner, all partners if business ownership is a partnership, in the name of the LLC if business ownership is an LLC, or in the name of the corporation if business ownership is a corporation.

If an individual is purchasing the property, a lease agreement must be executed from the individual to all partners of the partnership if the business ownership is a partnership, to the LLC if the business ownership is an LLC, or to the corporation if the business ownership is a corporation.

LEASE ATTACHED

4. **MANAGING OFFICER** - (form furnished) - If business ownership is a corporation, a resolution of the corporation designating the Managing Officer must be provided. If business ownership is an LLC, a notarized affidavit from a managing member designating the Managing Officer must be provided. Managing Officer must be a resident of the State of Missouri and a United States citizen. The Managing Officer Appointment form may be used in lieu of the corporate resolution or LLC affidavit. (Disregard if sole ownership or partnership.)

ATTACHED

5. **ELECTION OF OFFICERS AND STOCK OR OWNERSHIP SHARES ISSUED** - If ownership is a corporation, minutes of a corporate meeting electing officers and giving a breakdown of stock shares held by all persons to equal 100%. If ownership is an LLC, a copy of the articles of organization and a breakdown of members and ownership shares equaling 100%. If ownership is a partnership, a notarized statement giving a breakdown of the shares/percentage owned by each individual is required. Must have information indicating the total ownership showing the breakdown of percentage owned. Should a corporation be a share/stock holder of 10% or more a list of those officers will be required with a Personal Information Sheet and State Criminal Background on each. Provide a flow chart if necessary.

SEE OPERATING AGREEMENT

6. **PHOTOGRAPH** - A recent passport size photograph of the sole owner, all partners if business ownership is a partnership, or the Managing Officer if business ownership is a corporation or a LLC.

2 PICTURES OF EACH MEMBER ATTACHED

7. **PHOTOGRAPH** - A recent photograph of ALL SIDES of the exterior of the premises for which the license is sought.

ATTACHED

8. **COUNTY PERSONAL PROPERTY TAX RECEIPT** - Each applicant must submit a copy of his/her County Personal Property Tax receipt for the year immediately preceding the date of application. If business ownership is a partnership, all partners must submit a copy of their County Personal Property Tax receipt. If business ownership is a corporation or a LLC, only the Managing Officer must submit a copy of his/her County Personal Property Tax receipt. Do NOT submit the real estate tax receipt.

SEE WAIVER

9. **VOTER REGISTRATION** - Each applicant must submit a "Certificate of Voter Registration". If business ownership is a partnership, each partner must submit a "Certificate of Voter Registration". If business ownership is a corporation or a LLC, only the Managing Officer must submit a "Certificate of Voter Registration". This office will not accept a copy of the application for registration.

ATTACHED

10. **AFFIDAVIT** - (form furnished) - Package liquor license applications must be accompanied by an affidavit stating the value of stock other than liquor or fixtures.

NA

11. **DIAGRAM OF PREMISES** - Drawing of the floor plan/outdoor patio for the proposed business with specifications of the fixtures contained therein, including tables/seating/doors/gates etc. Outdoor patio areas must be fenced or enclosed with a barrier with a minimum of 42 inches in height. A full description/specifications of the fence or enclosure must be provided. The emergency exit gates must have a sign posted stating "**NO ALCOHOLIC BEVERAGES BEYOND THE FENCED AREA**". A picture or description of signs must be provided with location of posting on the barrier. All drawings and plot plans shall be no larger than 8 1/2" x 11". (Disregard if existing business changing ownership.)

SEE ATTACHED

12. **CERTIFIED SURVEY** - (see sample survey provided) survey (no larger than 8 1/2" x 11") of the subject property including any outdoor areas **must be provided from a registered engineer or land surveyor**, which shows the dimensions and location of the proposed licensed structure and the outdoor area separately. The distances of the proposed location to the property lines, curb cuts and number of parking spaces available must also be shown. The survey shall also show all surrounding separate property lines within 300 feet (or 1,000 feet see below), the location of any and all residential or commercial structures and indicating their use. The survey must also indicate any schools, churches, hospitals, public parks, playgrounds, libraries or museums. If the use is health or medical related the use must clearly indicate the type of service provided on the survey.

SEE ATTACHED

Businesses that choose to display or sell any type of 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 must provide a survey with all the above requirements, however, within a distance of 1,000 feet of the proposed structure.

Zoning of all properties/lots within the measured 300 or 1,000 feet must also be shown on this survey. You may contact Zoning for this information at (816)325-7823 or (816) 325-7421.

If there is residentially zoned property or a hospital, school, church, or other building regularly used as a place of religious worship within 100-300 feet of the proposed premises, no license shall be issued unless approval is granted by a two-thirds majority of the City Council. However, in the event a school, church or other building regularly used, as a place of worship is within 100 feet a license will not be issued or allowed. All other licenses shall be issued upon approval by majority of the City Council. **(Disregard if existing business changing ownership.)**

13. **PROPERTY OWNER/TENANT LIST** – A notification of this application will be mailed to the surrounding owners and tenants as listed from the 300 or 1,000 foot survey. **After processing the application, it will be required that this notification is mailed to these owners and tenants a minimum of 21 days prior to the liquor license application being placed on the agenda for review by the City Council.**

SEE ATTACHED

All properties must be identified on the survey through an alpha system with letters coinciding with the property owner/rental property on the list. NOTE: Property ownership may be obtained from the Jackson County Division of Assessment. The list of property owners and addresses of all rental properties (commercial and residential) must be a part of the survey referred to in Item 12.

A list of **all property** owners and rental property addresses **must be provided in an Excel file.** The following required information must be set up in separate cells to download and merge into the notification letter. Names of the tenants are not required as the letter will be addressed “Tenant”.

The **property owner** information must be as follows:

Owners Name	Owner's Mailing Address	Suite/ Apartment Number	City	State	Zip Code	Leased Property Address

The **tenant** information must be as follows:

	Mailing Address	Suite/ Apartment Number	City	State	Zip Code
Tenant					
Tenant					

14. **ALCOHOLIC BEVERAGE CODE CERTIFICATION FORM** – (form furnished) ATTACHED

15. **CRIMINAL RECORD CHECK** - The State of Missouri charges a fee for a criminal record check, which is conducted by the Missouri Highway Patrol in Jefferson City. **YOU must apply for and submit an original** State of Missouri Criminal Record History for the individual owner, for **each individual partner, OR** if a corporation **the Managing Officer, principle corporate officers and directors, or if a LLC, the Managing Officer and all LLC members. ANYONE completing a Personal Information form must also provide** the criminal record check for the liquor license application (refer to item #2).

ATTACHED

To expedite the criminal record check, go to www.machs.mshp.dps.mo.gov . The criminal record check **must be submitted** to the Regulated Industries division with the application. The address for the Missouri Highway Patrol office is 1510 East Elm Street, Jefferson City, Missouri, telephone number is 573-526-6153.

16. **FEE** – All fees are due at the time of application and must be paid in full at the time of application. This fee is **non refundable** upon denial or withdrawal of application. R-1 \$450 AND R-2 \$300

17. **BUSINESS LICENSE** –Applicant must obtain a Business License and submit a “No Tax Due” statement dated within the last 90 days for the sales tax number issued. Business License applications may be submitted online at <https://www.ci.independence.mo.us/BusLicense/businesslicense> ATTACHED

18. **LETTER OF EXPLANATION** – Provide a written letter explaining why a request is being submitted by defining the operation of the business and the use of the liquor license should it be approved. Each applicant for a by the drink **Restaurant/Bar Intoxicating Liquor License or a Restaurant /Bar Malt Liquor & Light Wine License** must provide written verification that they meet the following requirement upon the completion of the first ninety days of operation:

ATTACHED

A statement shall be submitted ninety days after the date of issuance of a license that verifies that at least fifty percent of the gross income of the restaurant during the preceding ninety day period came from the sale of prepared food or meals consumed on the premises, or the projection of annual sales of prepared food or meals consumed on the premises shall total not less than \$200,000. If such statement does not reflect the above, the license may, in the discretion of the Council, be allowed to remain in effect for a maximum of two months to allow the restaurant the opportunity to raise its gross income from the sale of prepared food or meals consumed on the premises to at least fifty percent, or \$200,000 annually. The verification must be provided by a certified public accountant, a public accountant, auditor, comptroller, or bookkeeper, given under oath and notarized.

After review by the City staff, the application will be forwarded to the City Council for consideration. If approved, a City approval letter will be prepared and mailed to submit with their application to the State of Missouri Division of Liquor Control. The City of Independence Liquor and Business Licenses will be mailed.

ALL APPLICATION FORMS MUST BE COMPLETE AT TIME OF SUBMISSION. YOU MUST ANSWER ALL QUESTIONS FULLY WITH ATTACHMENTS.

INCOMPLETE OR PARTIAL APPLICATIONS WILL NOT BE ACCEPTED AND WILL BE RETURNED BY MAIL

OTHER LICENSES REQUIRED

City of Independence Health Permits and Inspections – 111 E Maple Ave, Independence, MO 64050 (816) 325-7803

Missouri Liquor License - Missouri Division of Liquor Control- 1738 E. Elm, Lower Level, Jefferson City, MO 65101 (573) 751-2333

Jackson County Liquor License - Division of Collections, Liquor/Amusement Section, Jackson County Courthouse, 112 W. Lexington, Independence, MO 64050 - (816) 881-4646 or 881-1616

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? UNKNOWN If so, give details _____
THIS SITE HAS BEEN PREVIOUSLY LICENSED IN THE PAST
14. Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? NO If so, give details NA
15. State names and addresses of any person, firm, LLC, or corporation that has advanced, or will advance, any money to you to purchase or operate the business for which you seek a license MEMBERS ONLY
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? _____
If so, state details NO
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
SE RECORDS CHECK ATTACHED
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:

NA

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:

NA

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

22. Name, address, and telephone number of corporation or LLC: THE 40 LLC , 12949 E US 40 HIGHWAY
Independence, Missouri

23. State in which incorporated or organized MISSOURI Date of incorporation or organization 11/12/2020

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 MEMBERS DOMINIC LUSK (50%) AND LELAND LEWIS JR (50%)

26. Name and address of Managing Officer LELAND LEWIS JR

27. If corporation, names and addresses of all stockholders who hold 10% or more of the capital stock
SEE #25 AS TO LLC MEMBERS

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? NONE If so, give details NA

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? NO If so, give name of such licensee and location of premises NA
30. Has any stockholder of the corporation, member or manager of the LLC, or the managing officer ever been employed by any person, partnership, LLC, or corporation that had a license revoked or suspended by the Supervisor of Liquor Control? NO If so, give details NA
31. State the name and residence of each person, firm, LLC, or corporation, if any, other than the corporation and its stockholders, or the LLC and its members, interested, or to become interested, directly or indirectly, other than herein above set out, in the business for which a license is sought and the nature of such interest NONE
32. Is this application being made by the corporation or the LLC to permit any person other than yourself to obtain a license from the Missouri Supervisor of Liquor Control, in your name, for his or her benefit? NO

I, or we, (please print) LELAND LEWIS JR

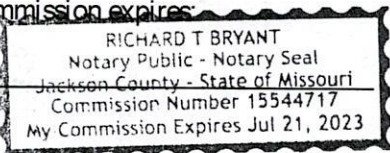
(Owner, all partners, or Managing Officer must sign below)

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.

Leland Lewis

Subscribed and sworn to before me, a Notary Public, this 15TH day of MARCH, 2021

[Signature]
 RICHARD T BRYANT Notary Public

My Commission expires: 



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

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

Business Name The 40

Address 12949 East US 40 Highway, Independence MO

Telephone 913-488-6916

1. Name DOMINIC M LUSK

2. Home Address 7910 WEST 154TH STREET, OVERLAND PARK, KS 66223

3. Home Phone No. 913-488-6916 Date of Birth 07-23-1970 State of Birth MISSOURI

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

5. Sex M Age 50 Height 5'11" Weight 220

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

7. Wife or husband's name and address ELISA HERNANDEZ LUSK--SAME ADDRESS

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 THE LUSK CORPORATION-MORTGAGE BANKING

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? NO
If so, give details NA

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) DOMINIC M LUSK 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.



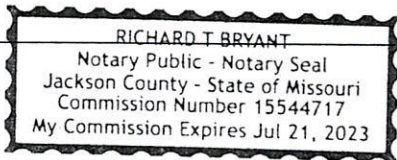
Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 15 day of MARCH, 2021



RICHARD T BRYANT Notary Public

My Commission expires:





INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

PERSONAL INFORMATION

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

Business Name THE 40 LLC
Address 12949 EAST 40 HIGHWAY Independence, Missouri
Telephone 816-394-1190

1. Name LELAND LEWIS JR
2. Home Address 4611 EASTLAND CENTER DR #623, INDEPENDENCE MO
3. Home Phone No. 816-394-1190 Date of Birth 07-05-1974 State of Birth MISSOURI

4. Social Security No. [REDACTED] Driver's License No. [REDACTED]
5. Sex M Age 47 Height 5'11" Weight 247

6. Are you a citizen of the United States of America? YES
7. Wife or husband's name and address NA

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 THE SHOW--BARTENDER

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? NO
If so, give details NA

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) LELAND LEWIS JR 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.

Leland Lewis
RICHARD T BRYANT Applicant's Signature

Subscribed and sworn to before me, a Notary Public, this 15 day of MARCH, 2021

[Signature]
Notary Public

My Commission expires:

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

COMMERCIAL LEASE CONTRACT - TRIPLE NET

THIS LEASE is made as of Jan 10, 2021, between ESTB,LLC, ("Landlord"), with an address of 12641 Antioch Rd #126 OP,KS 66213, and The 40 Bar & Grill ("Tenant"), with an address of 12949 E US Hwy 40 in the City of Indep, Mo 64055 who hereby agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the premises (the "Premises") commonly known and number as 12949 E US Hwy 40 in the City of Indep, County of Jackson, State of MO, consisting of 2,664 sq. ft, and all contents further described on Exhibit A attached hereto, together with the right of ingress and egress and the non-exclusive use of common areas, as described in Exhibit B attached hereto.
2. **USE OF PREMISES.** The Premises shall be used only as Bar & Grill (collectively, the "Permitted Use").
3. **TERM.** The Term of this Lease (the "Term") is for 1 years and 0 months, commencing on March day of 1st, and ending on the March day of 1st. After 12 months year lease moves to month to month leases.

4. **RENT PAYMENTS.** Tenant shall pay to Landlord \$2900 as rent in monthly installment over the Term of this Lease. The first monthly rent installment of \$2900 shall be paid at the execution of this Lease and all subsequent monthly rent installments shall be due as follows:

			<u>monthly</u>	<u>annual</u>
month 1	to month 12	\$	2900	\$ 34800
month 13	to month open	\$	3300	\$ 39600
month	to month	\$		\$
month	to month	\$		\$
month	to month	\$		\$
month	to month	\$		\$
month	to month	\$		\$
month	to month	\$		\$
month	to month	\$		\$
month	to month	\$		\$

Each monthly installment is due payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing.

5. **SECURITY DEPOSIT.** Concurrently with execution of this Lease, Tenant shall deliver to Landlord \$2000 as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant

comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.

6. **POSSESSION.** Possession shall be March 1 st, 2021, unless otherwise provided in Exhibit C, Landlord Work Addendum, attached hereto. Landlord shall use due diligence to give possession as nearly as possible at the beginning of the Term. Rent shall abate pro rata for the period of any delay in giving Tenant possession, but the Term shall not be extended as a result of such delay. Tenant shall make no other claim against Landlord for delay in obtaining possession.

7. **PROPERTY INSURANCE.** Except in case of multi-tenant building as provided in Section 12 throughout the term of this Lease and any extensions thereof, Tenant shall obtain and pay for fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all risk" endorsements and in such amounts as Landlord may, from time to time, deem reasonably necessary, and shall show the Tenant and the Landlord, and Landlord's lender, if any, as the insured thereon. **Tenant shall also obtain and pay for loss of rent coverage.** Tenant shall at all times keep such insurance in force and provide Landlord with copies of said policies or certificates evidencing said coverage. The policies shall be in form and content reasonably required by Landlord and shall be issued by an insurance company approved by Landlord and shall contain a clause that the insurer will not cancel, materially modify or fail to renew the insurance without first giving Landlord thirty (30) days prior written notice. If Tenant fails to keep said insurance in effect, Tenant shall be in default hereunder and Landlord may, at its option, immediately obtain insurance coverage as provided for herein and charge Tenant for the cost thereof.

8. **INDEMNITY AND LIABILITY INSURANCE (Tenant).** Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$100000 for injury to or \$100000 death of persons and \$300000 for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

9. **INDEMNITY AND LIABILITY INSURANCE (Landlord).** Landlord shall at all times indemnify, defend and hold Tenant harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Common Areas as described in Exhibit B or to the Common Areas resulting from any act done or omission by or through Landlord, its agents, employees, invitees or any person on the Common Areas. Landlord shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the state in which the Common Areas are located and satisfactory to Tenant, properly protecting and indemnifying Tenant with single limit coverage of not less than \$1000000 for injury to or \$1000000 death of persons and \$1000000 for property damage.

10. **TAXES.** Tenant shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.

11. **OPERATING EXPENSES.** Unless modified in accordance with Exhibit D, Landlord maintenance addendum, attached hereto, it is the intention of the parties and they hereby agree that this shall be a triple net Lease, and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term Operating expenses shall include all costs to Landlord of operating and maintaining the Building and related parking areas, and shall include, without limitation, real estate and personal property taxes and assessments, management fee, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Building and related parking areas, unless expressly excluded from operating expenses. Notwithstanding the foregoing, operating costs (and Tenant's obligations in relation thereto) shall not include (i) any expense chargeable to a capital account or capital improvement, ground leases; principal or interest payments on any mortgage or deed of trust on the premises; (ii) any amount for which Landlord is reimbursed through insurance, by third persons, or directly by other tenants of the premises, (iii) repair costs occasioned by fire, windstorm or other casualty, (iv) any construction, repair or maintenance expenses or obligations that are the sole responsibility of Landlord (not to be reimbursed by Tenant), (v) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party, (vi) any expense representing an amount paid to an affiliate or subsidiary of Landlord which is in excess of the amount which would be paid in the absence of such relationship, and (vii) costs of items and services for which Tenant reimburses Landlord or pays third persons directly.

12. **MULTIPLE TENANCY BUILDING/COMPLEX.** If the Premises are a part of a multiple tenancy Building/Complex, the responsibility of Tenant for costs are determined by comparing the size of the reimbursements as called for in Paragraphs 7, 10 and 11 of this Lease shall be a percentage of the Premises to the rentable floor space in said Building/Complex occupied by Tenant. It is agreed Tenant occupies _____ % ("Proportionate Share") of the floor space in the Building/Complex for which the Premises are a part (_____ sq.ft./ _____ sq.ft. = _____ %.), and is estimated to be \$ _____ in year one.

a. Landlord may, with notice to Tenant, elect to perform and provide certain maintenance and services pertaining to the entire building or area of which the Premises are a part including, but not limited to, landscaping, trash removal, lawn maintenance, common area lighting, watering, paving maintenance, maintenance to rail trackage and snow removal. In such event, Tenant shall reimburse Landlord for its Proportionate Share of said maintenance services.

b. Within ninety (90) days following the end of each year during the Lease Term, Landlord shall furnish Tenant a written statement covering the lease year just expired (measured from the

Commencement Date), showing in reasonable detail a general breakdown of the total operating costs, the amount of Tenant's obligation relating thereto, and the payment made by Tenant in connection therewith. Landlord shall prepare annually a good faith estimate of Tenant's Proportionate Share of Additional Rent set forth in this Lease for the upcoming year. Tenant shall then pay, on the due date of, in addition to, and with Base Rent, one-twelfth of estimated Tenant's Proportionate Share. Landlord shall refund any amount over actual costs of such estimated Additional Rent paid by Tenant in full to Tenant, or Tenant shall pay amount under actual costs of such estimated Additional Rent to Landlord, upon demand.

c. Tenant agrees to conduct its business in a manner that shall not be unlawful, illegal, or objectionable to other Tenants in the building of which the Premises are a part, including but not limited to noise, vibration, odor, trash or fumes. In the event Landlord receives complaints from other Tenants in the building or complex and determines, in its sole reasonable judgment, that Tenant is conducting its operations in a manner so as to be objectionable to other Tenants, Tenant shall, upon notice from Landlord, promptly modify its operations to eliminate such objections.

13. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. Said consent shall not be unreasonably withheld by Landlord. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

14. **SIGNS AND ADVERTISEMENTS.** Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements what so ever, without the prior written consent of Landlord. All permitted signage shall be at Tenant's sole expense.

15. **CONDITION OF PREMISES.** Tenant acknowledges that it has inspected the Premises and, except as may be provided in accordance with Exhibit C attached hereto, otherwise in this Lease, Tenant accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's Property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

16. **LANDLORD'S RIGHT OF ENTRY.** Landlord or Landlord's agent may enter at reasonable hours to inspect or show the Premises to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the Premises or any building of which they are a part. During the last ninety (90) days of this Lease, Landlord may display a "For Rent" sign on the Premises.

17. **DAMAGE BY CASUALTY.** If, during the Term or previous thereto, the premises shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord, and Tenant shall pay rent only to the time of such damage or destruction. If Landlord does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five days after the request by Landlord. If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

18. **PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

19. **ALTERATIONS.** Tenant shall not make any material or structural alterations or additions in or to the Premises without the prior written consent of Landlord.

20. **UTILITIES AND SERVICES.** Tenant shall furnish and pay for all electricity, gas, water, fuel, trash removal, telephone, internet, T-1 and any services or utilities used in or assessed against the Premises, unless otherwise provided.

21. **LEGAL REQUIREMENTS.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

22. **FIXTURES.** Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to its original condition.

23. **TAXES ON LEASEHOLD.** Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Premises by Tenant.

24. **EMINENT DOMAIN.** Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for

Tenant's use, then the term of this lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Demised Premises will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

25. **WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

26. **DEFAULT AND REMEDIES.** If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and

payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Term over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. In addition to the remedies set forth herein, Tenant shall pay a late charge in the amount of 5 % of any payment due hereunder which remains unpaid on the tenth day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default.

27. **WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

28. **TOXIC OR HAZARDOUS MATERIALS.** Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

29. **REAL ESTATE COMMISSION.** Upon execution of this lease by both Landlord and Tenant, Landlord shall pay a real estate commission to 0 ("Landlord's Broker"), in the amount of

(20%) percent, and Landlord shall pay a real estate commission to 2% ("Tenant's Broker) of (3 %) percent of the total rent payments in accordance with schedule outlined in Section 4. The parties hereto acknowledge that this provision is intended for the benefit of said named real estate Brokers, and may be enforced by them as third party beneficiaries hereto. This provision shall bind successors and assigns of the parties hereto and may not be amended without written consent of said Broker.

30. **NOTICES.** Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

31. **SUBORDINATION OF LEASE TO MORTGAGES.** This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Premises; provided, however, that with regard to any pledge or mortgage executed by Landlord, Landlord shall use its best efforts to provide to Tenant a nondisturbance agreement from any mortgagee or other lien holder of Landlord's interest in the premises. Such nondisturbance agreement shall be in form and content reasonably acceptable to Tenant and Landlord's mortgagee or other lien holder, together with a representation that the Landlord is not in default of any of the terms of any such mortgage or security agreement as of the date thereof. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Tenant hereby irrevocably appoints the Landlord as Tenant's attorney-in-fact to execute and deliver any such instrument for the Tenant. Provided, however, and notwithstanding the foregoing provisions hereof, upon foreclosure of the mortgage with the mortgagee succeeding to the rights of the Landlord, the Tenant shall, at the option of said mortgagee, be bound to the mortgagee under all of the terms of the Lease for the balance of the term hereof remaining with the same force and effect as if the mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative if the mortgagee so elects. In no event, however, shall the mortgagee be liable for any act or omission of any prior Landlord, be subject to any offsets or defenses which Tenant might have against any prior Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior Landlord for more than the current month.

32. **SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

33. **QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

34. **BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

35. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

36. **ESTOPPEL CERTIFICATES.** Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

37. **ADDENDA AND EXHIBITS:**

- Commercial Agency & Brokerage Disclosure Addendum (MO only)
- Exhibit A: Description of Premises
- Exhibit B: Description of Common Areas
- Exhibit C: Landlord Work Exhibit
- Exhibit D: Landlord Maintenance Obligation

IN WITNESS WHEREOF, said parties hereunto subscribed their names. Executed in originals.

LANDLORD

By: _____

Title: *Landlord*

Date: *1-10-21* Time:

TENANT

By: _____

Title: *owner*

Date: *1-10-21* Time:



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

MANAGING OFFICER APPOINTMENT

Date 03/14/2021

THE 40 LLC , 12949 E US 40 HIGHWAY, INDEPENDENCE MO has appointed
(Name of Corporation or LLC)

LELAND LEWIS JR as Managing Officer for the
(Name of Managing Officer)

Corporation or LLC. LELAND LEWIS JR 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: ACTUAL FULL TIME MANANGEMENT AND CONTROL

The business operates under the name of THE 40

and is located at 12949 East US 40Highway, Independence MO

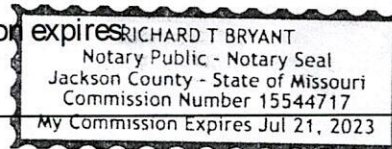
Leland Lewis

Signature of Corporate Officer or LLC Member

Subscribed and sworn to before me this 15 day of MARCH 20 21

[Signature]
Notary Public RICHARD T BRYANT

My Commission expires RICHARD T BRYANT



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.



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

Articles of Organization

Reference Number SR165775

Receipt Number TR476627

1. The name of the limited liability company is: The 40 LLC

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

the operation of restaurants, bars and similar venues and all other uses as permitted by law

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

Name Richard T Bryant

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

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

12949 E US Hwy 40, Indep[er]ence, Missouri, 64055, United States

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

Member

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

11/12/2020

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

Perpetual

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

Name Dominic Lusk

Address 7910 W 154th St, Overland Park, Kansas, 66223, United States

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

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

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

Name Dominic Lusk

Title Organizer

Date 11/12/2020

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

The 40 LLC
LC1743028

filed its Articles of Organization with this office on the 12th day of November, 2020, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on 12th day of November, 2020, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

Effective Date: November 12, 2020

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 12th day of November, 2020.


Secretary of State



**OPERATING AGREEMENT
OF
THE 40 LLC
A MISSOURI LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT ("Agreement") is entered into the 12th day of November 2020, by Dominic M Lusk and Leland Lewis Jr. hereinafter ("Members" or "Parties").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, contract, and agree as follows:

**ARTICLE I
FORMATION OF LIMITED LIABILITY COMPANY**

1. Formation of LLC. Dominic M Lusk did form a Missouri limited liability company, named The 40 LLC ("LLC"). It is now the desire of Leland Lewis Jr. to join with Dominic M Lusk in the ownership, management and investment into the business and this Agreement sets for the duties and rights of the Parties. The operation of the LLC shall be governed by the terms of this Agreement and the provisions of the Missouri Limited Liability Company Act (Missouri Revised Statutes, Title XXIII, Chapter 347), hereinafter referred to as the "Act". To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Law and this Agreement. The Parties intend that the LLC shall be taxed as a partnership. Any provisions of this Agreement, if any, that may cause the LLC not to be taxed as a partnership shall be inoperative, unless at a later date the Parties cause an IRS form 2553 to be filed to elect as Subchapter S tax treatment. The filing of the 2553 form, executed by all Parties shall then be conclusive as to their desires for tax treatment of the LLC.

2. Articles of Organization. A Member, Dominic M Lusk was the Organizer of the LLC. He did cause to be filed Articles of Organization, ("Articles") for record in the office of the Missouri Secretary of State on November 12, 2020, thereby creating the LLC, with an effective date of November 12, 2020.

3. Business. The business purpose of the LLC shall be:

- a) To operate one or more bars, restaurants or places of entertainment; and
- b) To engage in any lawful activity, for which limited liability companies may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.

4. Registered Office and Registered Agent. The registered office and place of business of the LLC shall 1111 Main Street #750, Kansas City, Missouri and the registered agent

**THE 40 LLC
OPERATING AGREEMENT**

at such office shall be Richard T Bryant. The Members may change the registered office and/or registered agent from time to time.

5. Duration. The LLC did commence business as of the date of filing with an effective date of November 12, 2020 and will continue in perpetuity.

6. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

**ARTICLE II
MEMBERS**

7. Initial Members. The initial members of the LLC, their initial capital contributions, and their percentage interest in the LLC are:

<u>Initial Members</u>	<u>Percentage Interest in LLC</u>	<u>Capital Contribution</u>
Dominic M Lusk	50.0%	\$
Leland Lewis Jr	50.0%	\$

8. Additional Members. New members may be admitted only upon the consent of a majority of the Members and upon compliance with the provisions of this agreement; provided however a Member may execute a Transfer on Death Directive conveying the Member's interest in the LLC to a spouse of the transferring Member without approval of the other existing Members of the LLC and without necessity of a formal meeting of the LLC to approve said assignment of interests. All other assignments of interests pursuant to a Transfer on Death Directive conveying the Member's interest to any party who is not the spouse of the Member on the day of that Member's death shall require written consent of the remaining Members of the LLC prior to the Member's execution of the Directive. An Original Transfer on Death Directive shall be attached to the Original LLC Membership Certificate and a copy of same delivered to the President of the LLC for inclusion in the LLC company records. A spouse or approved individual shall become a Member upon the death of the Member holding an interest in the LLC.

**ARTICLE III
MANAGEMENT**

9. Management. The Members have elected to manage the LLC as follows:

The management of the LLC shall be vested in the Manager, Dominic M Lusk.. The members may elect officers to manage the company. If chosen, the President and Secretary may act for and on behalf of the LLC and then shall have the power and authority to bind the LLC in all transactions and business dealings of any kind except as otherwise provided in this Agreement. Leland Lewis Jr. shall be designated as the Managing Officer for liquor license purposes.

**THE 40 LLC
OPERATING AGREEMENT**

The Members at this time delegate the management of the LLC to Manager Dominic M Lusk subject to the limitations set out in this agreement.

- a) The Members shall elect and may remove the Manager by majority vote.
- b) A Manager shall serve until a successor is elected by the Members.
- c) The Manager shall have the authority to take all necessary and proper actions in order to conduct the business of the LLC.
- d) Except for decisions concerning distributions, any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents.
- e) In determining the timing and total amount of distributions to the Members, the action of the Manager shall be based on a majority vote of the Members, with or without a formal meeting.
- f) The compensation to the Manager shall be in the discretion of the majority of the Members of the LLC.
- g) There shall be one (1) initial Manager.
- h) The initial Manager is: Dominic M Lusk.

10. Officers and Relating Provisions. The Members may appoint officers for the LLC and the following provisions shall apply:

- (a) Officers. The officers of the LLC shall consist of a president, a treasurer and a secretary, or other officers or agents as may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall act in the name of the LLC and shall supervise its operation under the direction and management of the Members, as further described below.
- (b) Election and Term of Office. The officers of the LLC shall be elected annually by the Members by a majority vote. Vacancies may be filled, or new offices created and filled at any meeting of the Members. Each officer shall hold office until his/her death, until they shall resign, or until they are removed from office. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) Removal. Any officer or agent may be removed by a majority of the Members whenever they decide that the best interests of the Company would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**THE 40 LLC
OPERATING AGREEMENT**

(d) Vacancies. A vacancy is any office because of death, resignation, removal, disqualification or otherwise may be filled by the Members for the unexpired portion of the term. A person who becomes a Member pursuant to purchase of Member Units or pursuant to a Transfer on Death Directive as provided for elsewhere within this Agreement shall not assume any office or management position of the selling or deceased Member.

(e) President. The President shall be the chief executive officer of the LLC and shall preside at all meetings of the Members. The President shall have such other powers and perform such duties as are specified in this Agreement and as may from time to time be assigned by the Members of the LLC.

(f) The Treasurer. The Treasurer shall be the chief financial officer of the LLC. The Treasurer shall not be required to give a bond for the faithful discharge of his/her duties. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the LLC; (ii) in the absence of the President, preside at meetings of the Members; (iii) receive and give receipts for moneys due and payable to the LLC from any source whatsoever, and deposit all such moneys in the name of the LLC in such banks, trust companies or other depositories as shall be selected by the Members of the LLC; and (iv) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Members of the LLC.

(g) Secretary. The secretary shall: (i) keep the minutes of the Members meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of LLC records; (iv) keep a register of the post office address of each Member; (v) certify the Member's resolutions; and other documents to the LLC as true and correct; (vi) in the absence of the President and Treasurer, preside at meetings of the Members and (vii) in general perform all duties incident to the office of secretary and such other duties as from time as may be assigned by the President or the Members.

11. Member Only Powers. Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b) incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$3,000.

**ARTICLE IV
CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS**

12. Interest of Members. Each Member shall own a percentage interest (sometimes referred to as a share) in the LLC. The Member's percentage interest shall be based on the amount of cash or other property that the Member has contributed to the LLC and that percentage interest shall control the Member's share of the profits, losses, and distributions of the LLC.

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13. Contributions. The initial contributions and initial percentage interest of the Members are as set out in this Agreement.

14. Additional Contributions. Only a majority of the Members of the LLC may call on the Members to make additional cash contributions as may be necessary to carry on the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the percentage interest of each Member will be adjusted accordingly.

15. Record of Contributions/Percentage Interests. This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.

16. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

17. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

18. Change in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

**ARTICLE V
VOTING; CONSENT TO ACTION**

19. Voting by Members. Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage interest.

20. Majority Required. Except as otherwise provided and delegated to the Officers or Managers, a majority of the Members, based upon their percentage ownership, is required for any action.

21. Meetings - Written Consent. Action of the Members or Officers may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members, or the President and Secretary. Action without a meeting may be evidenced by a written consent signed by a majority of the Members, or the President and Secretary.

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22. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the LLC, or, if Managers were selected, by any Manager of the LLC, or if Officers were elected, by any officer.

23. Majority Defined. As used throughout this agreement the term “Majority” of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action.

**ARTICLE VI
DUTIES AND LIMITATION OF LIABILITY MEMBERS, OFFICERS, AND PERSONS
SERVING ON ADVISORY COMMITTEES; INDEMNIFICATION**

24. Duties of Members: Limitation of Liability. The Members, Managers and officers shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Member or officer, by reason of being or having been a Member or officer, shall be liable to the LLC or to any other Member or officer for any loss or damage sustained by the LLC or any other Member or officer unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Member or officer.

25. Members Have No Exclusive Duty to LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. Members may have other business interests and may participate in other investments or activities in addition to those relating to the LLC. No Member shall incur liability to the LLC or to any other Member by reason of participating in any such other business, investment or activity.

26. Protection of Members and Officers.

(a) As used herein, the term “Protected Party” refers to the Members and officers of the Company.

(b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

(i) the provisions of this Agreement; and/or

(ii) the records of the LLC; and/or

(iii) such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.

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OPERATING AGREEMENT**

(c) The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

27. Indemnification and Insurance.

(a) Right to Indemnification.

(i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which they reasonably believed to be in, or not opposed to, the best interests of the LLC may be indemnified and held harmless by the LLC.

(ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.

(b) Advancement of Expenses. Expenses (including attorney's fees) incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceeding's conclusion. Should the indemnified member or officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or officer.

(c) Non-Exclusivity of Rights. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this Agreement, contract, agreement, vote of Members or otherwise. The Members and officers are expressly authorized to adopt and enter into indemnification agreements for Members and officers.

(d) Insurance. The Members may cause the LLC to purchase and maintain insurance for the LLC, for its Members and officers, and/or on behalf of any third party or parties whom the members might determine should be entitled to such insurance coverage.

(e) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.

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OPERATING AGREEMENT**

**ARTICLE VII
MEMBERS INTEREST TERMINATED**

28. Termination of Membership. A Member's interest in the LLC shall cease upon the occurrence of one or more of the following events:

(a) A Member provided notice of withdrawal to the LLC thirty (30) days in advance of the withdrawal date. Withdrawal by a Member is not a breach of this Agreement;

(b) A Member assigns all of his/her interest to a qualified third party;

(c) A Member dies; provided however a Member may execute a Transfer on Death Directive conveying the Member's interest in the LLC to a spouse of the transferring Member without approval of the other existing Members of the LLC and without necessity of a formal meeting of the LLC to approve said assignment of interests. All other assignments of interests pursuant to a Transfer on Death Directive conveying the Member's interest to any party who is not the spouse of the Member on the day of that Member's death shall require written consent of the remaining Members of the LLC prior to the Member's execution of the Directive. An Original Transfer on Death Directive shall be attached to the Original LLC Membership Certificate and a copy of same delivered to the President of the LLC for inclusion in the LLC company records. A spouse or approved individual shall become a Member upon the death of the Member holding an interest in the LLC.

(d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage their person or their estate;

(e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC;

(f) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC;

(g) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, arrangement, composition,

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readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members;

(h) If within ninety (90) days after the appointment, without a member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members; or

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

29. Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the LLC shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocations of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, a dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

**ARTICLE VIII
RESTRICTIONS ON TRANSFERABILITY OF LLC INTEREST;
SET PRICE FOR LLC INTEREST**

30. LLC Interest. The LLC interest is personal property. A Member has no interest in property owned by the LLC.

31. Encumbrance. A Member can encumber his LLC interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

32. Sale of Interest. A Member can sell his LLC interest only as follows:

(a) If a Member desires to sell their interest, in whole or in part, they shall give written notice to the LLC of their desire to sell all or part of their interest and must first offer the interest to the LLC. The LLC shall have the option to buy the offered interest at the then existing Set Price as provided in this Agreement. The LLC shall have thirty (30) days from the receipt of the assigning Member's notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within sixty (60) days from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at closing unless the total purchase price is in excess of \$50,000, in which event the purchase price shall be paid in

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four (4) equal quarterly installments beginning with the date of closing. The installment amounts shall be computed by applying the following interest factor to the principal amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) To the extent the LLC does not buy the offered interest of the selling Member, the other Members shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Members' percentage interests at that time. If Member does not desire to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen (15) days from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. Closing on the sales shall occur within sixty (60) days from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing Member shall be paid in cash at closing.

(c) To the extent the LLC or the Members do not buy the offered interest, the selling Member can then assign the interest to a non-member. The selling Member must close on the assignment within ninety (90) days of the date that he gave notice to the LLC. If he does not close by that time, he must again give the notice and options to the LLC and the LLC Members before he sells the interest.

(d) The selling Member must close on the assignment within ninety (90) days of the date that he gave notice to the LLC. If he does not close by that time, he must again give the notice and options to the LLC and the LLC Members before he sells the interest.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a Member unless a majority of the non-selling Members consent to him becoming a Member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser, by purchasing the selling member's interest, agrees to be subject to all the terms of this Agreement as if he were a Member.

33. Set Price. The Set Price for purposes of this Agreement shall be the price fixed by consent of a majority of the Members. The Set Price shall be memorialized and made a part of the LLC records. The initial Set Price for each Member's interest is the amount of the Member's contribution(s) to the LLC as provided above, as updated in accordance with the terms hereof. Any future changes in the Set Price by the Members shall be based upon net equity in the assets of the LLC (fair market value of the assets less outstanding indebtedness), considering the most recent appraisal obtained by the LLC for its assets, as may be adjusted by the Members in their discretion. The initial Set Price shall be adjusted upon demand by a Member but not more than once a year unless all Members consent.

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This basis for determining the Set Price shall remain in effect until changed by consent of a majority of the Members. The Members will consider revising the basis for determining the Set Price at least annually.

**ARTICLE IX
OBLIGATION TO SELL ON A DISSOCIATION
EVENT CONCERNING A MEMBER**

34. Dissociation. Except as otherwise provided, upon the occurrence of a dissociation event with respect to a Member, the LLC and the remaining Members shall have the option to purchase the dissociated Member's interest at the Set Price in the same manner as provided in ARTICLE VIII and as if the dissociated Member had notified the LLC of his desire to sell all of his LLC interest. The date the LLC received the notice as provided in ARTICLE VIII triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

**ARTICLE X
DISSOLUTION**

35. Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members.

36. Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

**ARTICLE XI
TAX MATTERS**

37. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder.

38. Partnership Election. The Members elect that the LLC be taxed as a partnership unless an IRS form 2553 shall be filed, and the filing shall be conclusive, upon acceptance by the Internal Revenue Service of the desire of the LLC and the Members to be taxed as an S-Corporation.

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OPERATING AGREEMENT**

**ARTICLE XII
RECORDS AND INFORMATION**

39. Records and Inspection. The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Member.

40. Obtaining Additional Information. Subject to reasonable standards, each Member may obtain from the LLC from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the LLC: (1) information regarding the state of the business and financial condition of the LLC; (2) promptly after becoming available, a copy of the LLC's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the LLC as is just and reasonable.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

41. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. A proposed amendment shall become effective at such time as it has been approved in writing by a majority of the Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

42. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

43. Pronouns, Etc. References to a Member or Manager, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

44. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

45. Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching Members may be entitled, at law or in equity, the non-breaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

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46. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

47. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLC at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

48. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

49. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

WHEREFORE, the Parties have executed this Agreement on the dates stated below their signatures below and on the attached signature page for each individual Party.

NOTICE: EACH MEMBER HEREBY CERTIFIES THAT THEY HAVE RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF THE 40 LLC, A MISSOURI LIMITED LIABILITY COMPANY. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS COMPANY IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER IS AWARE AND CONSENTS TO THE FACT THAT THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY SECURITIES ACT OF THE STATE OF MISSOURI. EACH MEMBER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE FORMATION CERTIFICATE OR ARTICLES.

Members:

By: _____
Dominic M Lusk date _____

**THE 40 LLC
OPERATING AGREEMENT**

By: _____
Leland Lewis Jr. date _____

Application for Employer Identification Number
 (For use by employers, corporations, partnerships, trusts, estates, churches,
 government agencies, Indian tribal entities, certain individuals, and others.)
 ▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
 ▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0003

EIN

85-3865793

Type or print clearly.

1 Legal name of entity (or individual) for whom the EIN is being requested THE 40 LLC								
2 Trade name of business (if different from name on line 1)		3 Executor, administrator, trustee, "care of" name						
4a Mailing address (room, apt., suite no. and street, or P.O. box) 7910 WEST 154TH STREET		5a Street address (if different) (Don't enter a P.O. box.) 12949 EAST 40 HIGHWAY						
4b City, state, and ZIP code (if foreign, see instructions) OVERLAND PARK KS 66223		5b City, state, and ZIP code (if foreign, see instructions) INDEPENDENCE MO 64055						
6 County and state where principal business is located JACKSON COUNTY MO								
7a Name of responsible party DOMINIC M LUSK		7b SSN, ITIN, or EIN [REDACTED]						
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members 2						
8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.								
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ 2553 <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____								
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____								
9b If a corporation, name the state or foreign country (if applicable) where incorporated		Foreign country						
State MISSOURI								
10 Reason for applying (check only one box)								
<input checked="" type="checkbox"/> Started new business (specify type) ▶ _____ <input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Created a pension plan (specify type) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____								
11 Date business started or acquired (month, day, year). See instructions. 11/12/2020		12 Closing month of accounting year 12/31						
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Agricultural</td> <td style="width: 33%;">Household</td> <td style="width: 33%;">Other</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">10</td> </tr> </table>		Agricultural	Household	Other			10	
Agricultural	Household	Other						
		10						
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ 03/01/2021								
16 Check one box that best describes the principal activity of your business.								
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input checked="" type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail								
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. FULL SERVICE RESTAURANT AND BAR								
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____								

Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name RICHARD T BRYANT	Designee's telephone number (include area code) 8162219000
	Address and ZIP code 1111 MAIN STREET #750, KANSAS CITY MO 64105	Designee's fax number (include area code) 8162219010
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) 9134886916
Name and title (type or print clearly) ▶ DOMINIC LUSK		Applicant's fax number (include area code) 8162219010
Signature ▶	Date ▶ 11-12-2020	

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: **85-3865793**

Legal Name: **40 LLC**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.



[CLICK HERE for Your EIN Confirmation Letter](#)

[Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Date of this notice: 11-12-2020

Employer Identification Number:
85-3865793

Form: SS-4

Number of this notice: CP 575 A

40 LLC
DOMINIC M LUSK MBR
7910 W 154TH ST
OVERLAND PARK, KS 66223

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 85-3865793. 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	04/30/2021
Form 940	01/31/2022
Form 1065	03/15/2021

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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

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.

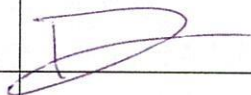

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the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

Your name control associated with this EIN is 40LL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Name	Employer identification number
------	--------------------------------

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

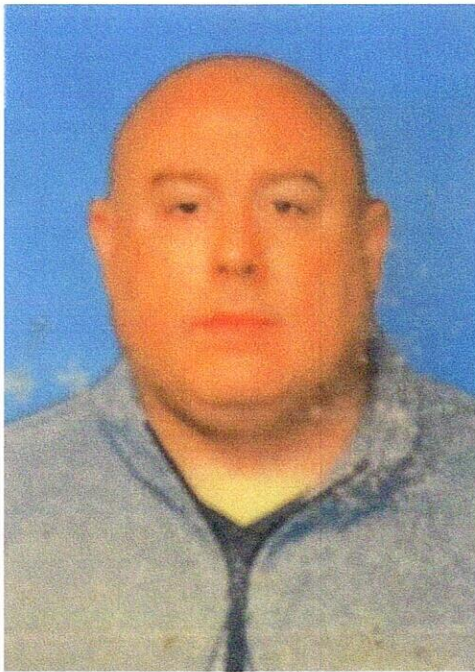
J Name and address of each shareholder or former shareholder required to consent to the election. (see instructions)	K Shareholder's Consent Statement Under penalties of perjury, I declare that I consent to the election of the above-named corporation (entity) to be an S corporation under section 1362(a) and that I have examined this consent statement, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete. I understand my consent is binding and may not be withdrawn after the corporation (entity) has made a valid election. If seeking relief for a late filed election, I also declare under penalties of perjury that I have reported my income on all affected returns consistent with the S corporation election for the year for which the election should have been filed (see beginning date entered on line E) and for all subsequent years.		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
DOMINIC M LUSK 7910 WEST 154TH STREET OVERLAND PARK, KS 66223		11/12/2020	50%	11/12/2020	492867360	12/31
LELAND LEWIS JR 4611 EASTLAND CENTER DRIVE #623 INDEPENDENCE MO 64055		11/12/2020	50%	11/12/2020	496787285	12/31

TIME : 11-12-2020 11:58
 FAX NO.1 : 816-221-9010
 NAME : Richard T Bryant

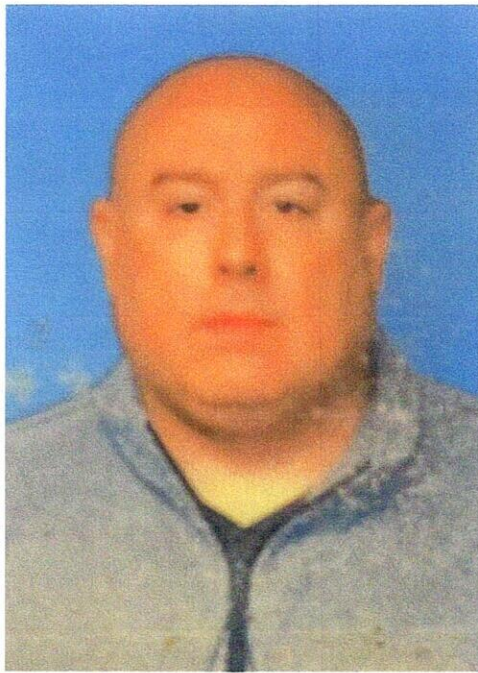
FILE NO. : 585
 DATE : 11.12 11:56
 TO : IRS - 2553
 DOCUMENT PAGES : 2
 START TIME : 11.12 11:56
 END TIME : 11.12 11:58
 PAGES SENT : 2
 STATUS : OK

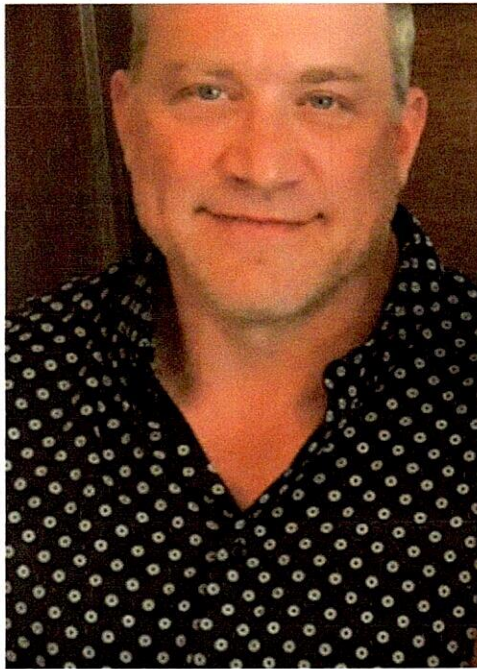
SUCCESSFUL TX NOTICE

Form 2553 (Rev. December 2017) Department of the Treasury Internal Revenue Service		Election by a Small Business Corporation (Under section 1362 of the Internal Revenue Code) (Including a late election filed pursuant to Rev. Proc. 2013-30) You can fax this form to the IRS. See separate instructions. Go to www.irs.gov/Form2553 for instructions and the latest information.		OMB No. 1545-0123
Note: This election to be an S corporation can be accepted only if all the tests are met under <i>Who May Elect</i> in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.				
Part I Election Information				
Type or Print	Name (see instructions)		A Employer identification number	83-3863793
	THE 40 LLC Number, street, and room or suite no. if a P.O. box, see instructions.		B Date incorporated	11/12/2020
	12949 EAST US 40 HIGHWAY City or town, state or province, country, and ZIP or foreign postal code		C State of incorporation	MISSOURI
D Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in A above, changed its <input type="checkbox"/> name or <input type="checkbox"/> address				
E Election is to be effective for tax year beginning (month, day, year) (see instructions) <input checked="" type="checkbox"/> 11/12/2020 Caution: A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.				
F Selected tax year: (1) <input checked="" type="checkbox"/> Calendar year (2) <input type="checkbox"/> Fiscal year ending (month and day) <input type="checkbox"/> _____ (3) <input type="checkbox"/> 52-53-week year ending with reference to the month of December (4) <input type="checkbox"/> 52-53-week year ending with reference to the month of <input type="checkbox"/> _____ If box (2) or (4) is checked, complete Part II.				
G If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under <i>Who May Elect</i> in the instructions) <input type="checkbox"/>				
H Name and title of officer or legal representative whom the IRS may call for more information			Telephone number of officer or legal representative	
RICHARD T BRYANT ATTY 816-221-9000 OR MEMBER DOMINIC LUSK			013-488-6916	
I If this S corporation election is being filed late, I declare I had reasonable cause for not filing Form 2553 timely. If this late election is being made by an entity eligible to elect to be treated as a corporation, I declare I also had reasonable cause for not filing an entity classification election timely and the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery. See instructions.				
_____ _____ _____ _____ _____ _____ _____ _____ _____ _____				
Sign Here	Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.			
	Signature of officer <i>Richard T Bryant</i>	Title Member	Date 11-12-20	

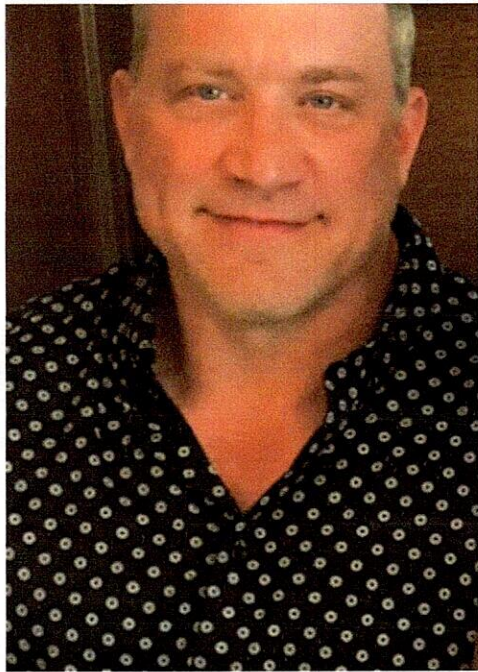


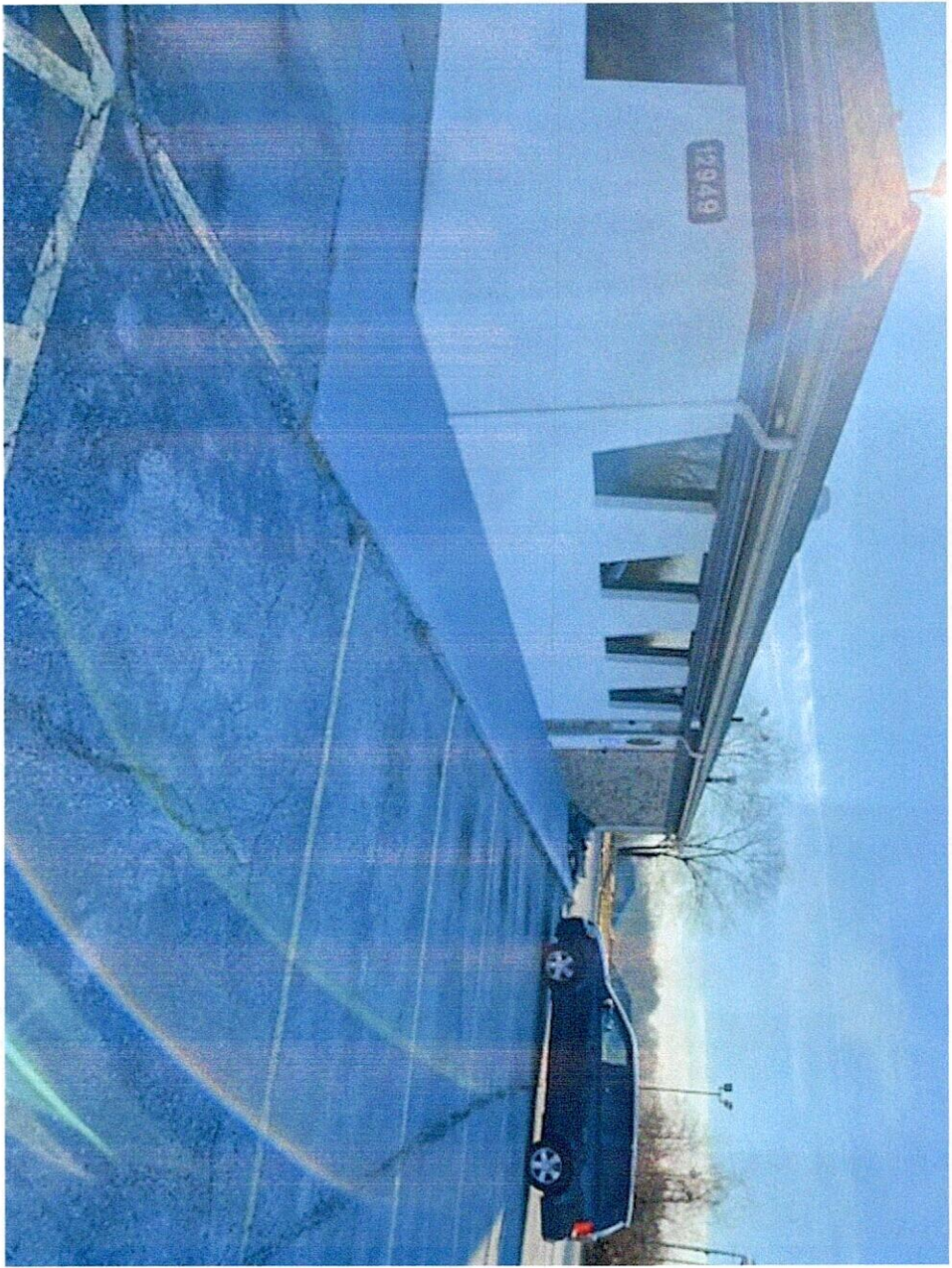
LELAND LEWIS
MANAGING OFFICER





Dominic M Lusk













ASSESSMENT DEPARTMENT
BUSINESS PERSONAL PROPERTY

website: www.jacksongov.org

112 W. LEXINGTON Ste. #144
INDEPENDENCE, MISSOURI 64050

(816) 881-4672
FAX (816) 881-4680

MEMORANDUM

DATE: December 29, 2020
TO: State of Mo. Liquor Control License Department
FR: Gary Wanamaker, Audit/Appeals Examiner
RE: Statement of No Assets

Leland L. Lewis Jr. owns no personal property taxes to Jackson County, MO. for the 2019 & 2020 tax years. Mr. Lewis is applying for a liquor license for the business (40th Bar & Grill at 12949 E US 40 Hwy., Independence, MO. 64055) but owns no personal property and resides in Jackson County, MO. You can always go on our website at (<http://www.jacksongov.org>) as well to check to see if any taxpayer owes personal property taxes.

Thanks

A handwritten signature in blue ink, appearing to read "G. Wanamaker".

Gary Wanamaker
Audit/Appeals Examiner
816-881-4670
816-881-4680 Fax
gwanamaker@jacksongov.org

12/29/2020

Date



John R. Ashcroft
Missouri Secretary of State

- Business Services
- Elections & Voting
- Investor Protection & Securities
- State Library
- Records & Archives
- Administrative Rules
- Publications & Forms

ELECTIONS & VOTING



- Register to Vote
- How to Vote
- Where Do I Vote?
- View Candidates & Issues
- What Do I Bring To The Polls
- Absentee Voting
- Military and Overseas
- Accessible Voting
- Find My Local Election Authority

Check Your Voter Registration

Yes, LELAND LEWIS is registered at 4611 EASTLAND CENTER DR INDEPENDENCE, 64055
Your precinct is B8-06.B. To view your polling place and a listing of candidates and issues on the next ballot, please visit our Voter Outreach Portal



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Business Name _____

Business Address _____

AFFIDAVIT

I NOT A PACKAGE STORE _____, under oath, do hereby state that

I am engaged in _____
(Type of business, other than liquor sales)

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

Check one of the following:

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

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

Applicant

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 20____.

Notary Public

Commission Expires

DJ Booth

Behind BAR

TV

Liquor

BAR AREA

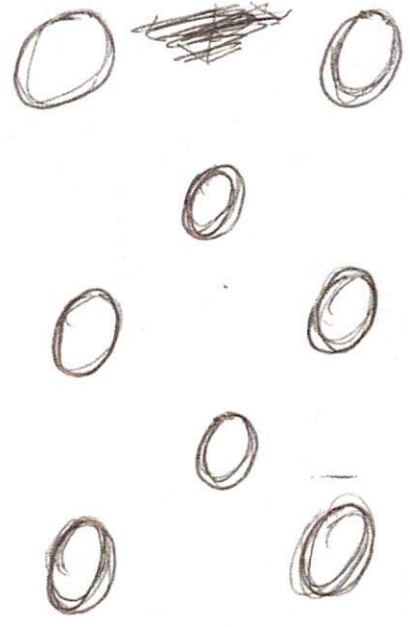
RESTROOM

EXIT

Table

Table

Round high Tables



TV Bench sitting, OR Couches TV

SMALL TABLES

DANCE AREA

Table

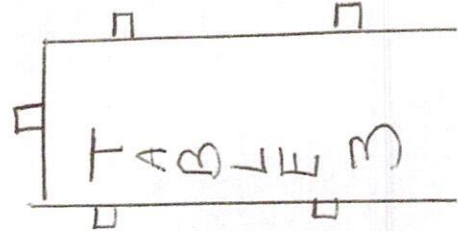
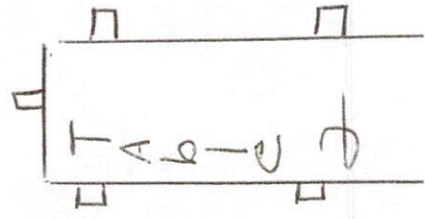
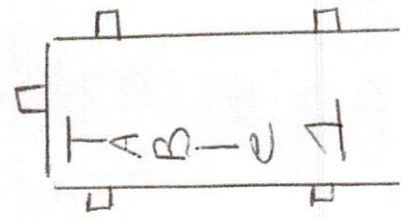
or Table

Table

POOL TABLE

Table

W Z T N



Projector if not

THE 40

MENU

APPETIZERS

MOZZERELLA STICKS...\$8.50

8 Fried Mozzarella Sticks with marinara sauce.

BUFFALO WINGS...\$8.00

8 large chicken wings in buffalo sauce with your choice of Ranch or Blue Cheese

BASKET OF FRIES...\$3.50

QUESADILLAS...\$7.50

Cheese OR Chicken and cheese with a side of sour cream and salsa.

GRILL

HAMBURGER...\$9.50

1/4 pound burger with your choice of toppings: lettuce, tomato, onion, pickle.
Cheese...\$1.00 extra
Grilled Mushrooms or Onions...\$1.50 extra

PATTY MELT...\$9.50

1/4 pound hamburger served on marble rye with swiss cheese and grilled onions.

PULLED PORK BBQ...\$9.50

Generous portion of home smoked pulled pork in a smokey BBQ sauce on a seeded bun. Comes with macaroni salad, chips and a pickle.

SANDWICHES

TURKEY CLUB...\$7.50

Turkey, Bacon, cheese, tomato and mayo
Whole Wheat bread. Served with potato chips.
Upgrade to French Fries for \$1.50

BLT...\$7.50

Thick cut Bacon, lettuce and tomato
on whole wheat bread...\$1.00

SIDES

BAKED POTATO

VEGETABLE OF THE DAY

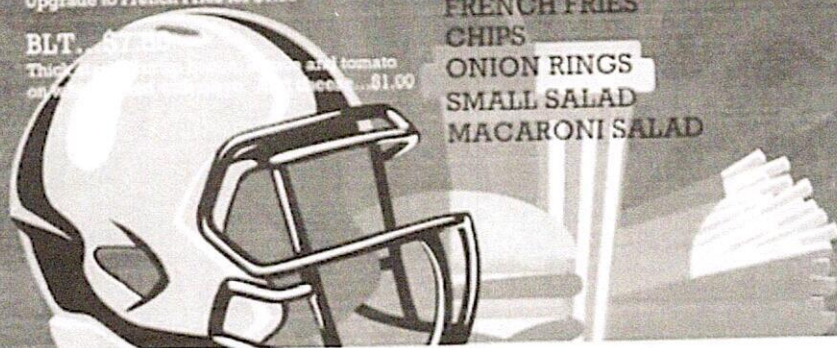
FRENCH FRIES

CHIPS

ONION RINGS

SMALL SALAD

MACARONI SALAD



KANSAS

DRIVER'S LICENSE

USA
KS



4d LIC. NO. **K00-72-6970** 4a ISS **08/01/2018**
 3f DOB **07/23/1970** 4b EXP **07/23/2024**
 1 **LUSK**
 2 **DOMINIC MARSHALL**
 8 **12641 ANTIOCH RD**
APT 126
OVERLAND PARK, KS 66213-1701
 9 **CLASS C** 9a **END NONE**
 12 **REST NONE**
 15 **SEX M**
 16 **HGT 5'-11"**
 17 **WGT 220 lb**
 18 **EYES BLU**
 6 **DD 721316340RD**
LD18213M2423GB

David N. Hays
DIRECTOR OF VEHICLES

Sam Williams
SECRETARY OF REVENUE

♥ **DONOR**

07/23/1970

MISSOURI

DRIVER LICENSE

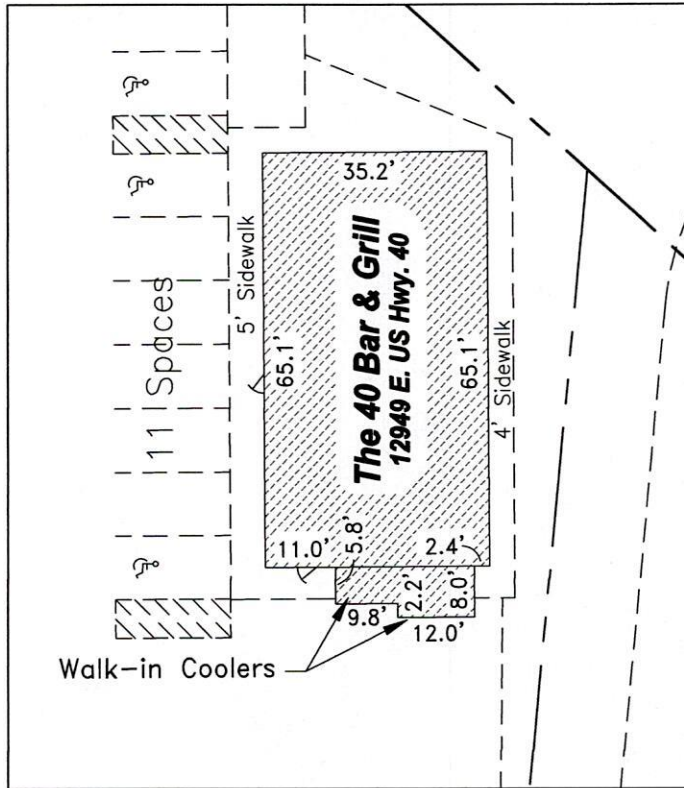
J. M. Lewis



9 CLASS **F** 4b EXP **07/05/2023**
 4d DL NO. **T980155673** 3 DOB **07/05/1974**
 1 **LEWIS**
 2 **LELAND LEROY, JR**
 8 **3250 NW DUNCAN RD**
BLUE SPRINGS, MO 64015
 9a END **NONE**
 12 RESTRICTIONS **NONE**
 15 SEX **M** 17 WGT **247 lb** 4a ISS **01/04/2017**
 16 HGT **5'-11"** 18 EYES **BRO**

Leland Lewis

5 DD 171610040001



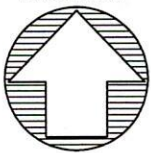
Overall Bldg. Size: 65.1' x 35.2' Rectangle

Building Dimension Detail

Scale: 1" = 30'



NORTH



SCALE : 1" = 30'



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

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

Legend

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

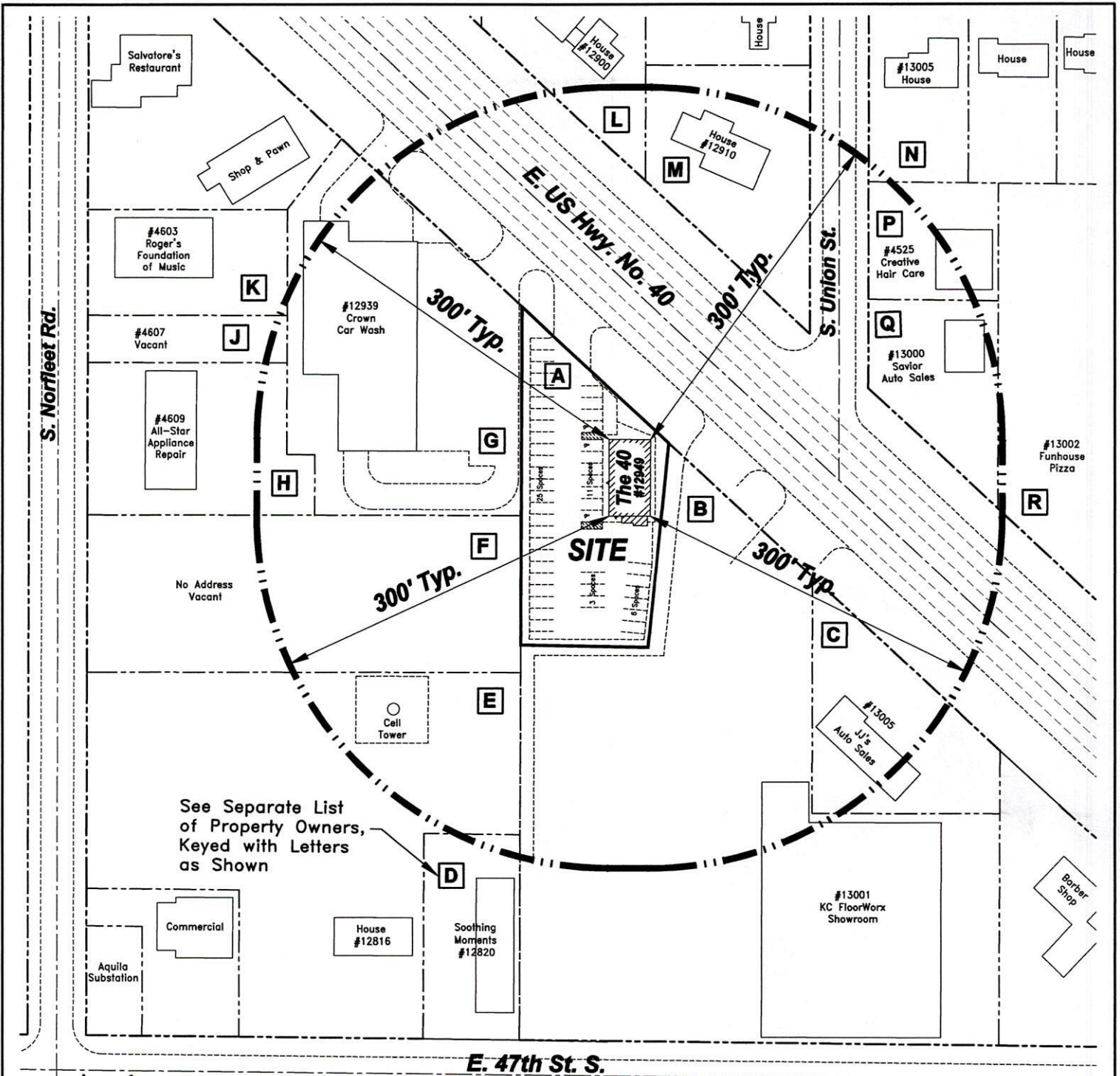


BYAM
Engineering

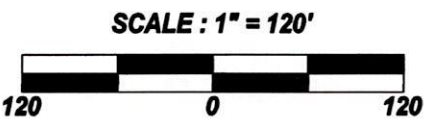
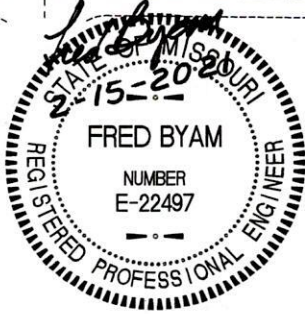
3501-G S. Sterling Ave.
Independence, MO 64052
Phone 816-252-3519

Since 1953

For: Dominic (Nick) Lusk		
The 40 Bar & Grill - 12949 E. US Hwy. No. 40 Liquor Permit Proximity Site Plan		
DATE	JOB NO.	ISSUE
Feb. 15, 2021	2021-1361	P
	SHEET	2 OF 2



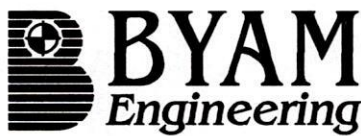
See Separate List of Property Owners, Keyed with Letters as Shown



For:
 Dominic Lusk
 The 40 Bar & Grill
 12949 E. US Hwy. No. 40
 Independence, MO 64055
 913-488-6916

The roads, property lines, and buildings shown are based on information obtained from the City of Independence, and Jackson County Recorder's and Tax Assessors offices and websites. See Sheet 2 for an enlarged Building Dimension Detail. See attached sheet for parcel ownerships and tenant addresses.

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

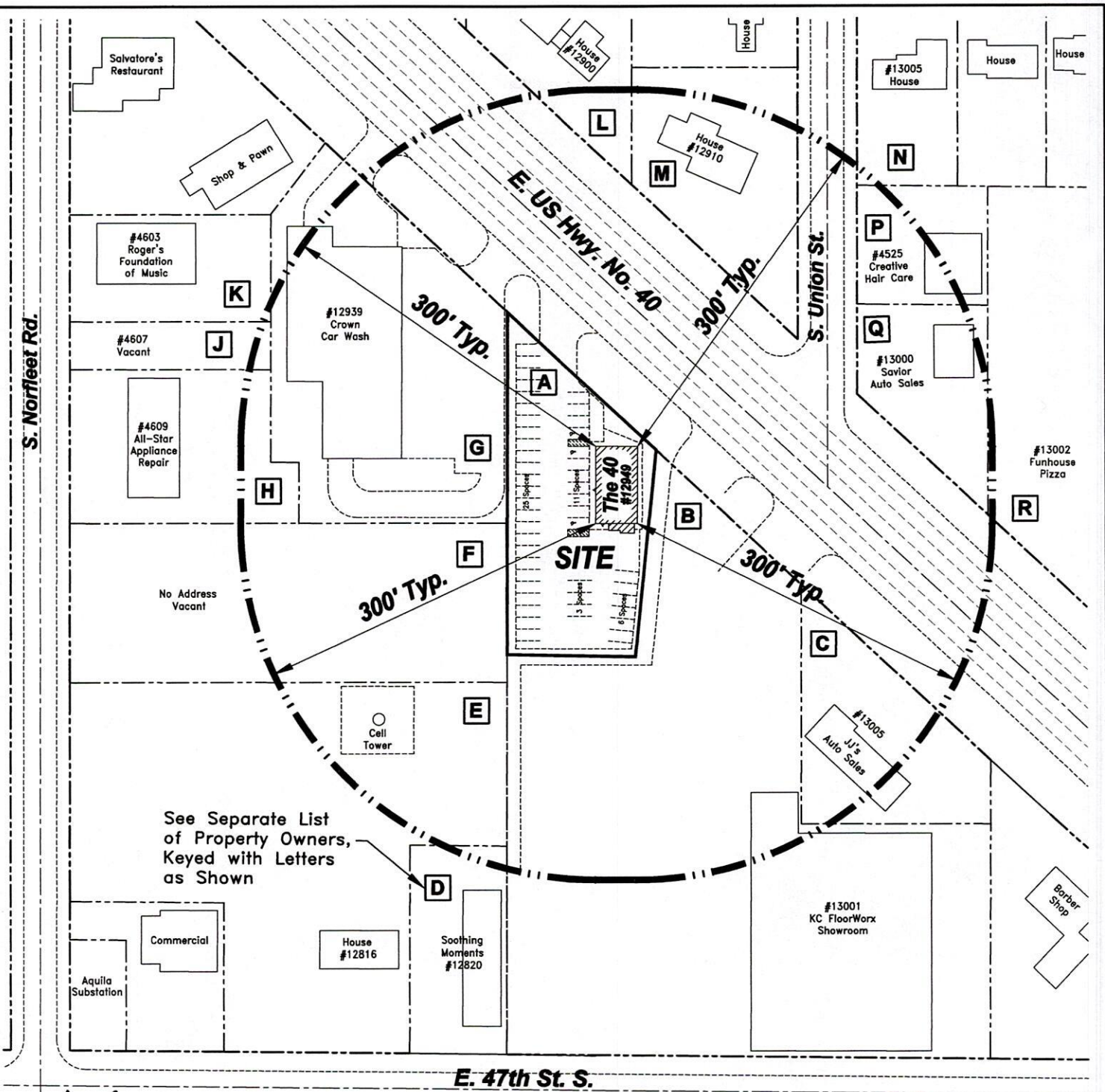


BYAM
Engineering

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

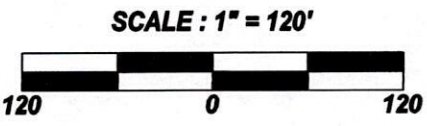
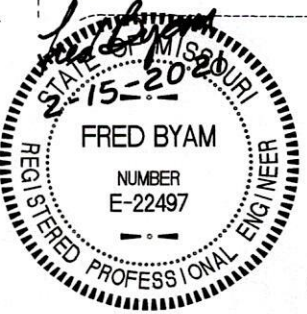
Since 1953

For: Dominic (Nick) Lusk		
The 40 Bar & Grill - 12949 E. US Hwy. No. 40		
Liquor Permit Proximity Site Plan		
DATE Feb. 15, 2021	JOB NO. 2021-1361	ISSUE P
SHEET	1 OF 2	



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

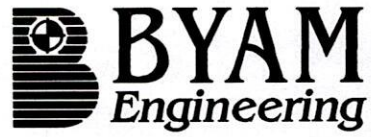
E. 47th St. S.



For:
 Dominic Lusk
 The 40 Bar & Grill
 12949 E. US Hwy. No. 40
 Independence, MO 64055
 913-488-6916

The roads, property lines, and buildings shown are based on information obtained from the City of Independence, and Jackson County Recorder's and Tax Assessors offices and websites. See Sheet 2 for an enlarged Building Dimension Detail. See attached sheet for parcel ownerships and tenant addresses.

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



BYAM
Engineering

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

Since 1953

For: Dominic (Nick) Lusk		
The 40 Bar & Grill - 12949 E. US Hwy. No. 40		
Liquor Permit Proximity Site Plan		
DATE Feb. 15, 2021	JOB NO. 2021-1361	ISSUE P
	SHEET 1 OF 2	

The 40 - Bar Grill

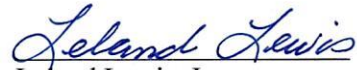
12949 E. US Hwy. No. 40
Independence, Missouri 64055

Key	Tax Parcel #	Owner Name/Tenant Name	Mailing Address	City	ST	ZIP
A	33-410-23-17-00-0-00-000	BMO HARRIS BANK NA THE 40 - BAR & GRILL	111 W. MONROE ST. 12949 E US HWY NO 40	CHICAGO INDEPENDENCE	IL MO	60603 64055
B	33-410-23-21-00-0-00-000	JMS ENTERPRISES LLC	12521 E US 40 HWY	INDEPENDENCE	MO	64055
C	33-410-23-12-00-0-00-000	KC FLOORWORX SHOWROOM JMS ENTERPRISES LLC	13001 E US HWY NO 40 12521 E US 40 HWY	INDEPENDENCE	MO	64055
D	33-410-23-26-00-0-00-000	JMS AUTO SALES MARK & MARJORIE WHITE	13005 E US HWY NO 40 102 SW COLE YOUNGER CIR	INDEPENDENCE	MO	64055
E	33-410-23-25-00-0-00-000	SOOTHING MOMENTS FIS INVESTING LLC	12820 E 47TH ST 404 NE FOX TRAIL	LEES SUMMIT INDEPENDENCE	MO	64082 64055
F	33-410-23-24-00-0-00-000	OCCUPANT W.A. ELLIS CONST.	12816 E 47TH ST 21500 E US HWY NO 24	BLUE SPRINGS INDEPENDENCE	MO	64014 64055
G	33-410-23-23-00-0-00-000	VACANT CYRUS INVESTMENT LLC	NO ADDRESS ASSIGNED 11041 CYPRESS AVE	INDEPENDENCE	MO	64055
H	33-410-23-22-04-0-00-000	CROWN CAR WASH NORFLEET LLC	12939 E US HWY NO 40 8001 CONSER, #200	KANSAS CITY INDEPENDENCE	MO	64137 64055
J	33-410-23-22-03-0-00-000	ALL-STAR APPLIANCE REPAIR ALEFIO GAROZZO	4609 S NORFLEET RD 5444 SOUTHWEST AVE	OVERLAND PARK INDEPENDENCE	KS MO	66204 64055
K	33-410-23-22-01-0-00-000	VACANT ROGERS FOUNDATION OF MUSIC	4607 S NORFLEET AVE 4603 S NORFLEET RD	ST LOUIS INDEPENDENCE	MO	63139 64055
L	33-410-08-15-00-0-00-000	TODD SHANAHAN	12900 E US HWY NO 40	INDEPENDENCE	MO	64055
M	33-410-08-16-00-0-00-000	FRANK MOLINO & CAROL BLANKENSHIP	19510 E BUNDSCHU RD	INDEPENDENCE	MO	64056
N	33-410-18-10-00-0-00-000	OCCUPANT DOUGLAS & MARY BOOTKA	12910 E US HWY NO 40 13005 E US HWY NO 40	INDEPENDENCE	MO	64055
P	33-410-18-09-00-0-00-000	KING KONG PROPERTIES LP CREATIVE HAIR CARE	12903 E 35TH TERR 4525 S UNION AVE	INDEPENDENCE	MO	64055
Q	33-410-18-10-00-0-00-000	KING KONG PROPERTIES LP SAVIOR AUTO SALES	12903 E 35TH TERR 13000 E US HWY NO 40	INDEPENDENCE	MO	64055
R	33-410-18-11-00-0-00-000	TYLER RUSHTON FUNHOUSE PIZZA	13002 E US HWY NO 40 13002 E US HWY NO 40	INDEPENDENCE	MO	64055

Key	Tax Parcel #	Owner Name/Tenant Name	Mailing Address	City	ST	ZIP	ZONING	VACANT?
A	33-4-10-23-17-00-0-00-000	BMO HARRIS BANK NA THE 40 - BAR & GRILL	111 W. MONROE ST. 12949 E US HWY NO 40	CHICAGO INDEPENDENCE	IL MO	60603 64055	C-2	
B	33-4-10-23-21-00-0-00-000	JMS ENTERPRISES LLC KC FLOORWORK SHOWROOM	12521 E US 40 HWY 13001 E US HWY NO 40	INDEPENDENCE INDEPENDENCE	MO MO	64055 64055	C-1	
C	33-4-10-23-12-00-0-00-000	JMS ENTERPRISES LLC JJS AUTO SALES	12521 E US 40 HWY 13005 E US HWY NO 40	INDEPENDENCE INDEPENDENCE	MO MO	64055 64055	C-2	
D	33-4-10-23-26-00-0-00-000	MARK & MARIORIE WHITE SOOTHING MOMENTS	102 SW COLE YOUNGER CIR 12820 E 47TH ST	INDEPENDENCE INDEPENDENCE	MO MO	64082 64055	C-1	
E	33-4-10-23-25-00-0-00-000	FS INVESTING LLC OCCUPANT	404 NE FOX TRAIL 12816 E 47TH ST	INDEPENDENCE INDEPENDENCE	MO MO	64014 64055	C-1	
F	33-4-10-23-24-00-0-00-000	W.A. ELLIS CONST. VACANT	21500 E US HWY NO 24 NO ADDRESS ASSIGNED	INDEPENDENCE INDEPENDENCE	MO MO	64056 64055	C-1	VACANT
G	33-4-10-23-23-00-0-00-000	CYRUS INVESTMENT LLC CROWN CAR WASH	11041 CYPRESS AVE 12939 E US HWY NO 40	INDEPENDENCE INDEPENDENCE	MO MO	64137 64055	C-2	
H	33-4-10-23-22-04-0-00-000	NORFLEET LLC ALL-STAR APPLIANCE REPAIR	8001 CONSER, #200 4609 S NORFLEET RD	OVERLAND PARK INDEPENDENCE	KS MO	66204 64055	C-1	
J	33-4-10-23-22-03-0-00-000	ALFIO GAROZZO VACANT	5444 SOUTHWEST AVE 4607 S NORFLEET AVE	ST LOUIS INDEPENDENCE	MO MO	63139 64055	C-1	VACANT
K	33-4-10-23-22-01-0-00-000	ROGERS FOUNDATION OF MUSIC TODD SHANAHAN	4603 S NORFLEET RD 12900 E US HWY NO 40	INDEPENDENCE INDEPENDENCE	MO MO	64055 64055	C-1	
L	33-4-10-08-15-00-0-00-000	FRANK MOLINO & CAROL BLANKENSHIP OCCUPANT	19510 E BUNDSCHU RD 12910 E US HWY NO 40	INDEPENDENCE INDEPENDENCE	MO MO	64056 64055	R-6	
M	33-4-10-08-16-00-0-00-000	DOUGLAS & MARY BOOTKA KING KONG PROPERTIES LP	13005 E US HWY NO 40 12903 E 35TH TERR	INDEPENDENCE INDEPENDENCE	MO MO	64055 64055	R-6	
N	33-4-10-18-10-00-0-00-000	CREATIVE HAIR CARE KING KONG PROPERTIES LP	4525 S UNION AVE 12903 E 35TH TERR	INDEPENDENCE INDEPENDENCE	MO MO	64055 64055	C-1	
P	33-4-10-18-09-00-0-00-000	SAVIOR AUTO SALES TYLER RUSHTON	13000 E US HWY NO 40 13002 E US HWY NO 40	INDEPENDENCE INDEPENDENCE	MO MO	64055 64055	C-1	
Q	33-4-10-18-10-00-0-00-000	FUNHOUSE PIZZA	13002 E US HWY NO 40	INDEPENDENCE	MO	64055	C-2	

The 40 LLC has submitted an application for a retail liquor by drink license and a Sunday license. The business will be operated as a restaurant and bar. A menu has been provided as part of the application packet. Pursuant to the request of the city, I make the following statement:

A statement shall be submitted ninety days after the date of issuance of a license that verifies that at least fifty-percent of the gross income of the restaurant during the preceding ninety day period came from the sale of prepared food or meals consumed on the premises, or the projection of annual sales of prepared food or meals consumed on the premises shall total not less than \$200,000. If such statement does not reflect the above, the license may, in the discretion of the Council, be allowed to remain in effect for a maximum of two months to allow the restaurant the opportunity to raise its gross income from the sale of prepared food or meals consumed on the premises to at least fifty percent, or \$200,000 annually. The verification must be provided by a certified public accountant, a public accountant, auditor, comptroller, or bookkeeper, given under oath and notarized.


Leland Lewis, Jr.



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 THE 40

Address 12949 East US 40 Highway, Independence MO

Signature: Leland Lewis

Print Name: LELAND LEWIS JR

Title: MANAGING OFFICER

Date: 3/15/2021



No Match Notification

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

Date of Search: 03/14/2021

Name (1): DOMINIC LUSK

Name (2):

Name (3):

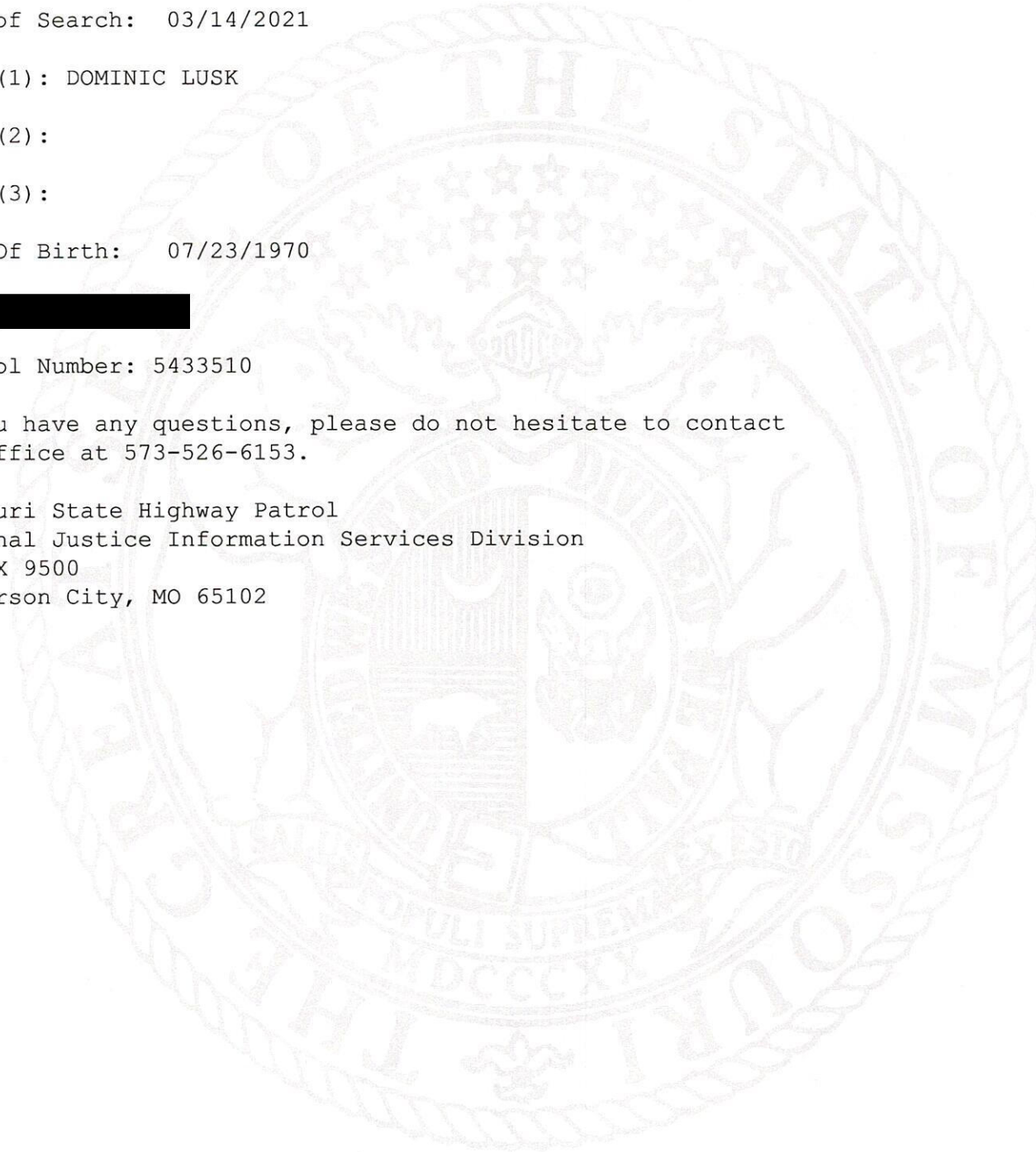
Date Of Birth: 07/23/1970

SSN: [REDACTED]

Control Number: 5433510

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

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





No Match Notification

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

Date of Search: 03/14/2021

Name (1): LELAND LEWIS

Name (2):

Name (3):

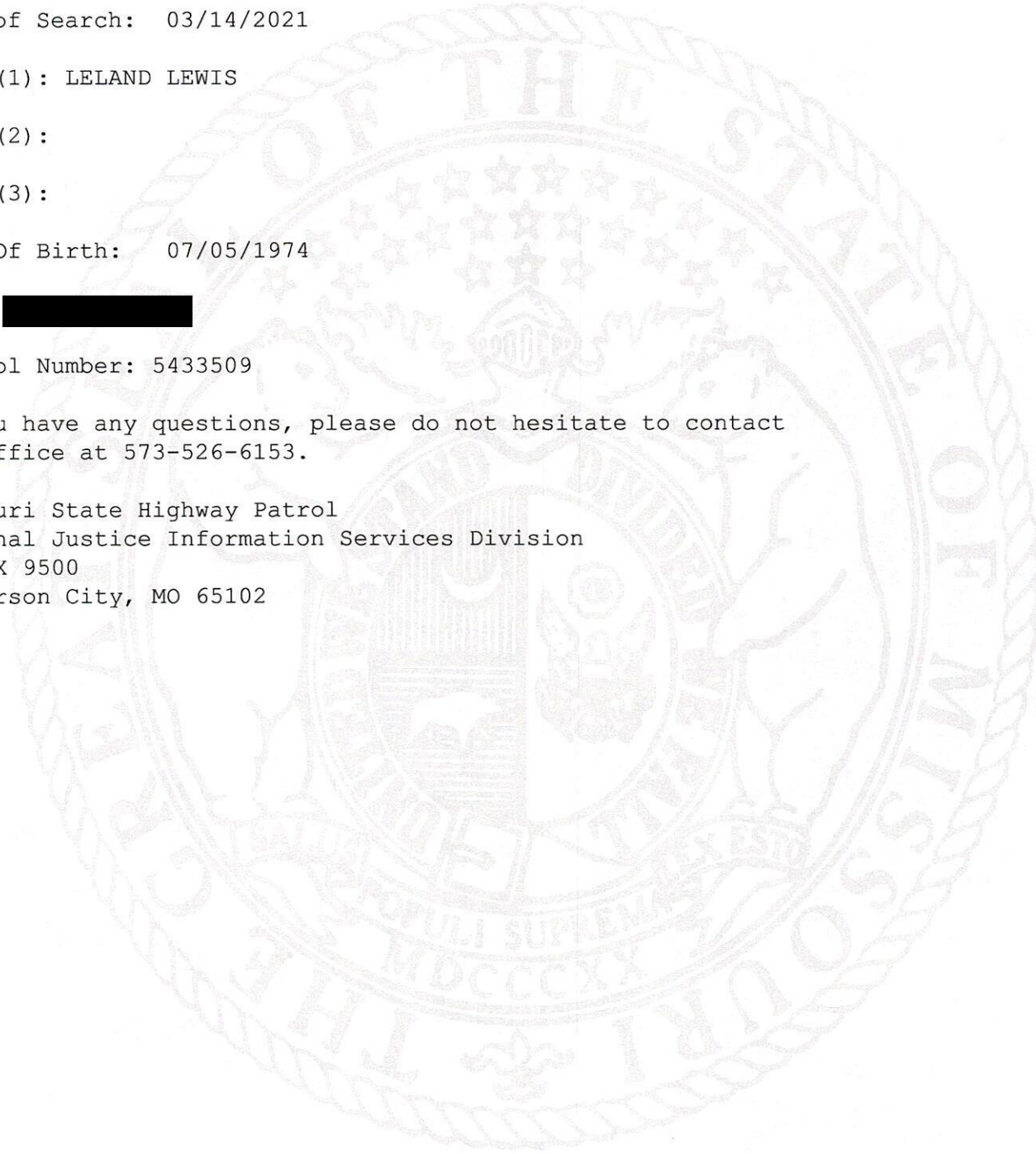
Date Of Birth: 07/05/1974

SSN: [REDACTED]

Control Number: 5433509

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

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



TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

THE 40 LLC
12949 E US HIGHWAY 40
INDEPENDENCE, MO 64055-5939

DATE: 03/15/2021
VALID THROUGH: 06/14/2021
INDEPENDENCE

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 26627272
Notice Number 2019931571

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of March 14, 2021. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

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

TAXATION DIVISION

City of Independence, Missouri

Business License Application

Thank you!

Your application for a Business License was submitted successfully. Your payment of **\$270.25** and convenience fee of on **3/14/2021** was accepted. The reference number for this payment is **525858721**.

Your new account number is **105786**. Please use this account number when corresponding regarding the status of your Business License.

Subject: Payment Information for City of Independence City Services

Date: 3/14/2021 1:00:56 PM Central Standard Time

From: billpay@paymentus.com

To: dick2479@aol.com

Dear RICHARD T BRYANT,

We are pleased to confirm your payment with City of Independence. Below is the summary of your payment transaction. Your payment has been received and will be posted to your account. Thank you for your continued relationship with City of Independence.

Confirmation number: 525858721
Payment date: Mar 14, 2021, 2:00:32 PM
Payment amount: \$270.25

Payment status: ACCEPTED

Contact Information

First name: richard
Middle name: t
Last name: bryant

ZIP Code: 64105
Daytime Phone Number: (816) 221-9000
Email: dick2479@aol.com

Account Information

Payment type: Bus Lic Application
Account number: 105786
Payment method: Credit Card

Payment Method Information

Card type: MasterCard
Card number: *****4416
Card holder name: richard bryant

3/14/2021

Request for Zoning Approval--The 40

Subject: Request for Zoning Approval--The 40
Date: 3/14/2021 1:09:07 PM Central Standard Time
From: dick2479@aol.com
To: cdplanning@indepmo.org
Cc: amiller@indepmo.org, dick2479@aol.com

Please see the attached zoning clearance form. Please process and advise of questions or concerns. Dick Bryant 816-221-9000

After you have completed this form, please return to planning staff for review and approval. This can be done by visiting Community Development in City Hall, 111 E. Maple Ave. or by email to cdplanning@indepmo.org.

Business & Applicant Information

New Business Change of Address

THE 40 LLC (by attorney Richard T Bryant)

Business Name

THE 40

Business Type/Description

RESTAURANT AND BAR

DICK2479@AOL.COM

Applicant Name

E-mail

Phone

12949 East US 40 Highway

Business Address

Zoning District
(completed by staff)

Applicant Signature

03/14/2021

Date

Zoning Approved

Date

Applicant must provide the following documentation to complete a business license application.

ONLY BUSINESS LICENSE APPLICATIONS THAT INCLUDE ALL OF THE FOLLOWING WILL BE ACCEPTED BY THE REGULATED INDUSTRIES DIVISION FOR FINAL PROCESSING:

- COMPLETED ZONING APPROVAL **
- BUSINESS LICENSE APPLICATION
- BUSINESS LICENSE FEE
- CERTIFICATE OF INSURANCE

** This form is required to be signed and completed by a planning staff member before you apply for a regular or temporary business license to operate within the city. Businesses with no physical location in the city are not required to complete this form.

Return all documents and payment to:

Community Development Department
Regulated Industries Division
111 E. Maple Avenue
Independence, MO 64050