



CK 39953 \$75-
39954 \$150-

3/11/22

Liquor License Application Form

Regulated Industries Division
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7079
blicenses@indepmo.org

Application Type: ☒ Package ☐ Drink ☐ Manufacturing ☐ Wholesale ☐ Special ☐ Ownership Change

Business Information

This Business is a: ☐ Sole Proprietor ☐ Partnership ☐ LP ☐ LLC ☐ Corporation

GAS N SMOKES LLC

C-STORE WITH GAS, LIQUOR, TOBACCO, FOOD

Legal Name of Entity

DISCOUNT SMOKES

Type of Business

Doing Business as (d/b/a) (if different than above)

16390 EAST 23RD STREET S, INDEPENDENCE MO 64055

Physical Address

City

State

Zip

1111 MAIN STREET, SUITE 750, KANSAS CITY, MO 64105

Mailing Address (if different from above)

913-481-6635

816-513-3492

DICK2479@AOL.COM

Phone

Cell Phone

Email

MISSOURI 9/3/2021

26985560

State & Date of Incorporation or Organization

Missouri Retail Sales Tax Number

currently open as a c-store

Date business scheduled to open

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: building is approximately 2500 square feet with estimated 10-12% used for liquor

Is the proposed location within 300 feet of a church, school, or hospital? no

Proposed hours of operation: 7 am to 9 pm

If existing business, from whom was the business purchased? na

Date of purchase: 10/01/2021

Date of Possession: 10/01/2021

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain:

neither the prior operator of the store, nor the landlord have any interest in the applicant business

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

Signature of Applicant

MANAGING OFFICER

Title

RICHARD T BRYANT

Printed Name

03/03/2022

Date

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

- ☐ **If qualifying as a restaurant:** I certify that at least 50% of the gross sales of the business for which this license application is made will consist of food.


Alcoholic Beverage Code Certifications – Package Liquor Sales

If applying for a package liquor license: I certify that, at all times, I will keep 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 are less than 90% of gross store sales.
☐ This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

1. Letter of Explanation – Letter explaining why the application is being submitted by outlining the operations of the business and the use of the liquor license, should it be approved.
2. A recent photo of the Managing Officer.
- ✓ 3. Criminal Record Check – Missouri Highway Patrol criminal record check for the Managing Officer, Sole Owner, or each partner or member of a partnership or LLC.
- ✓ 4. Copy of the Managing Officer's paid Missouri personal property tax receipt for year immediately preceding the date of application.
- ✓ 5. Copy of Missouri voter registration card for the Managing Officer.
- ✓ 6. Recent photos of the interior and exterior of the premises to be licensed. If the building is under construction, the applicant shall provide a copy of the plans and specifications of the building.
- ✓ 7. Floorplan of the premises to be licensed including any areas where alcoholic beverages will be stored, sold, or consumed including outdoor patio areas.
- ✓ 8. Copy of Jackson County Business Property Tax receipt for year immediately preceding date of application. (If the business was new after January 1 of that year, it is exempt from this requirement.)
- ✓ 9. Business License Application – Applicant must submit a Business License application that includes a letter of "No Tax Due" dated within the previous 90-days for the MO sales tax number provided and a certificate of liability insurance.
10. License Fee: Check or money order payable to the City of Independence. See page 2 for current annual license fees.



Please return this application and all required documents to the Regulated Industries Division at the address above. For questions about completing this application, please contact Jordan Ellena at JEllena@indepmo.org or by phone at 816-325-7183.

Liquor License Types (mark all license types for which you are applying)

All liquor licenses are effective for one (1) year, beginning July 1 and ending June 30. Any liquor license application made between January 1 and March 31 will be charged a prorated fee equal to one-half of the annual license fee (listed below). Those licenses will expire June 30 of that year. Applications made between April 1 and June 30 will be charged the full license fee (listed below), however those licenses will expire June 30 the following year.

Package Liquor Licenses

- ☒ P1 – Retail Selling of Intoxicating Liquor of all kinds in the original package (\$150.00)
- ☐ P3 – Retail Selling of Beer only in the original package; includes Sunday Sales (\$150.00)
- ☒ S – Sunday Sales (\$300.00)
- ☐ T – Tasting Permit (\$25.00)

Drink Licenses

- ☐ T1 – Retail Selling of Intoxicating Liquor by the Drink (\$450.00)
- ☐ T2 – Retail Selling of Malt Liquor & Wine by the Drink (\$150.00)
- ☐ T3 – Retail Selling of Beer by the Drink; includes Sunday Sales (\$150.00)
- ☐ R1 – Restaurant Selling Intoxicating Liquor (\$450.00)
- ☐ R2 – Restaurant Selling Beer; includes Sunday Sales (\$150.00)
- ☐ F1 – Tax Exempt Organizations Selling Intoxicating Liquor (\$300.00)
- ☐ H1 – Hotel Selling Intoxicating Liquor (\$450.00)
- ☐ Z1 – Consumption of Intoxicating Liquor (\$150.00)
- ☐ S – Sunday Sales (\$300.00)

Manufacturing, Distilling, Blending Licenses

- ☐ M1 – Manufacturing, Distilling, Blending Intoxicating Liquor of all kinds (\$300.00)
- ☐ M2 – Manufacturing twenty-two (22) percent or less alcohol- content intoxicating liquor (\$300.00)
- ☐ M3 – Manufacturing, Brewing Malt Liquor (\$300.00)

Wholesale Licenses

- ☐ W1 – Wholesale selling of Intoxicating Liquor of all kinds (\$300.00)
- ☐ W2 – Wholesale selling of twenty-two (22) percent or less alcohol-content intoxicating liquor (\$300.00)
- ☐ W3 – Wholesale selling of malt liquor (\$300.00)

Special Licenses

- ☐ S1 – Microbrewery (\$7.50 per 100 barrels produced)
- ☐ S2 – Domestic Winery (\$7.50 per 500 gallons produced)
- ☐ S4 – Picnic 7 Day Intoxicating Liquor by the Drink (\$15.00 per day)
- ☐ S6 – July 4th Celebration Malt Liquor & Light Wine by the Drink (\$15.00 per day)
- ☐ C1 – Caterer Intoxicating Liquor by the Drink – Up to 7 Days (\$15.00 per day)
- ☐ C2 – Caterer Intoxicating Liquor by the Drink – Up to 50 Days (\$500.00)
- ☐ C3 – Caterer Intoxicating Liquor by the Drink – Unlimited Days (\$1,000.00 per day)

Managing Officer, Sole Owner, or Managing Partner Information

RICHARD T BRYANT

Full Name						Social Security Number
M	69	5'10	250	[REDACTED]	KANSAS CITY MO	YES
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen
700 WEST 91ST STREET, KANSAS CITY MO						
Home Address		City			State	Zip
RICHARD T BRYANT AND ASSOCIATES PC, 1111 MAIN STREET #750, KANSAS CITY MO 816-221-9000						
Place of Employment (other than business)				Employment Phone	Email	

Employment Address	City	State	Zip
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City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

KANSAS CITY, JACKSON COUNTY, MISSOURI

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

MANAGING OFFICER IS IN ACTIVE CONTROL OF TRAINING AND COMPLIANCE WITH RESPECT TO ALCOHOL SALES AND INTERACTS WITH GOVERNMENT OFFICIALS ON LICENSING ISSUES

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

NO

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

NO

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

NO

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

LEASE, TERMS OF WHICH ARE SET OUT IN LEASE ATTACHED AND MADE A PART HEREOF

Partnership or Member Information (complete only for partnerships or LLCs with multiple members)

Give partnership or LLC name (if not already listed above) and the name, address, and percentage ownership interest of each partner or member:

SINGLE MEMBER LLC TAXED AS A 2553 SUB-S CORPORATION WITH MEENAZ LAKHANI AS
SOLE MEMBER, 14114 CODY STREET TERR, OVERLAND PARK KS 66221

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President: MEENAZ LAKHANI, 14114 CODY STRET TER, OVERLAND PARK KS 66221 816-513-3492

Vice President:

Secretary:

Treasurer:

Managing Officer: RICHARD T BRYANT, 700 WEST 91ST STREET, KANSAS CITY MO 64114--NO OWNERSHIP

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

MEENAZ LAKHANI, 14114 CODY STRET TER, OVERLAND PARK KS 66221 816-513-3492

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

MANAGING OFFICER HOLD OTHER MISSOURI LICENSES

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

NO

Alcoholic Beverage Code Certifications – Adult Materials

- ☒ I certify this establishment will not display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.
- ☐ I certify this establishment will display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

- ☒ I agree that I will permit the entry of any officer or investigator who has legal authority for the purpose of inspection; and will 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 or the United States.

Managing Officer, Sole Owner, or Managing Partner Information

MEENAZ LAKHANI

Full Name						Social Security Number
F	49	5'	150	[REDACTED]	INDIA	YES
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen
14114 CODY STREET TERR, OVERLAND PARK, KS 66221						
Home Address		City		State		Zip
NONE--THIS LOCATION						
Place of Employment (other than business)				Employment Phone		Email
16390 E 23RD STREET INDEPENDENCE MO 64055						
Employment Address		City		State		Zip

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

JOHNSON COUNTY KS

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

YES

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

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LEASE--SEE LEASE AGREEMENT ATTACHED

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Vice President:

Secretary:

Treasurer:

Managing Officer: RICHARD T BRYANT

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

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3. Criminal Record Check – Missouri Highway Patrol criminal record check for the Managing Officer, Sole Owner, or each partner or member of a partnership or LLC.
4. Copy of the Managing Officer's paid Missouri personal property tax receipt for year immediately preceding the date of application.
5. Copy of Missouri voter registration card for the Managing Officer.
6. Recent photos of the interior and exterior of the premises to be licensed. If the building is under construction, the applicant shall provide a copy of the plans and specifications of the building.
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10. License Fee: Check or money order payable to the City of Independence. See page 2 for current annual license fees.

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USA

MISSOURI



DRIVER LICENSE

9 CLASS **E** 4b EXP **09/03/2026**
4d DL# **[REDACTED]** 3 DOB **[REDACTED]**

1 BRYANT
2 RICHARD TODD
3 6700 W 91ST STREET
4 KANSAS CITY, MO 64114

6a END **NONE**
12 RESTRICTIONS **NONE**
13 SEX **M** 17 WGT **250 lb**
15 HGT **5'-11"** 18 EYES **BRO** 4a ISS **11/04/2020**

5 DO **202143090003** **[REDACTED]**



State of Missouri Alcohol Responsibility Training

Certificate of Achievement (NOTE: this document is an unofficial transcript and is not intended for legal use)

Certificate of Achievement

- for completing SMART Online Training

RICHARD T BRYANT
holds a

SMART SELLER CERTIFICATE

SEL-0063301

Permit Expires: 2022-03-14 19:22:56



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: 03/03/2022

Name (1): MEENAZ LAKHANI

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 5881976

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: 12/30/2021

Name (1): RICHARD T BRYANT

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 5807352

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



Official Receipt

Jackson County, MO

2021 Property Tax

Paid October 27th, 2021

Receipt Details

Receipt Number
12563694

Amount Applied
\$2,461.39

Payer Name
BRYANT RICHARD T & CAROL

Tender Type
ACH

Payer Address
700 W 91ST ST
KANSAS CITY, MO 64114

Real Property

Property Account Number 48-340-19-20-00-0-00-000

Name
BRYANT RICHARD TODD

Address
700 W 91ST ST
KANSAS CITY, MO 64114

Since
2020-11-16

To
--

Legal Line
WESTERN HILLS LOTS 107-133---LOT 126 null

Tax Year 2021

Receipt Details

Amount Applied
\$2,328.00

Unpaid Balance
\$0.00

Description
A/V Principal-Reside

Distribution of Districts

STATE BLIND PENSION

\$8.04

BOARD OF DISABLED SERVICES

\$17.76

MENTAL HEALTH

\$28.85

METRO JUNIOR COLLEGE

\$54.33

MID-CONTINENT LIBRARY

\$92.91

JACKSON COUNTY

\$156.03

CITY - KANSAS CITY

\$454.92

CENTER SCHOOL # 58

\$1,515.16

Personal Property

Property Account Number 073965748

Name

BRYANT RICHARD TODD

Address700 W 91ST ST
KANSAS CITY, MO 64114**Since**

2020-11-18

To

--

Tax Year 2021**Receipt Details**

Type TRUCK	Make HONDA	Model ELEMENT
Series 4D EX 4WD I4	Model Year 2005	
Item ID 5J6YH28685L013580	Plate Number --	

Type BOAT	Make SAIL	Model 16FT
Series BOAT	Model Year 1970	
Item ID --	Plate Number --	

Type TRAILER	Make BOAT	Model TRAILER
Series 18FT	Model Year 2001	
Item ID 4TM11CE151B002190	Plate Number --	

Type AUTO	Make SMART	Model FORTWO
Series 2D PASSION CV I3	Model Year 2009	
Item ID --	Plate Number --	

Amount Applied
\$133.39**Unpaid Balance**
\$0.00**Description**
A/V Principal-Regular**Distribution of Districts**STATE BLIND PENSION
\$0.46
BOARD OF DISABLED SERVICES
\$1.02
MENTAL HEALTH
\$1.65
METRO JUNIOR COLLEGE
\$3.11
MID-CONTINENT LIBRARY
\$5.32
JACKSON COUNTY
\$8.94
CITY - KANSAS CITY
\$26.07

CENTER SCHOOL # 58
\$86.82

Any unpaid balance will continue to accumulate interest, penalties, and fees.

This receipt reflects the amount of any current unpaid balance at the time this receipt is generated. It does not include any such interest, penalties and fees that are later accrued. Changes to the account may change the unpaid balance amount.

If this payment does not clear your financial institution, this receipt is void and you may receive a returned item fee and late penalty. Please verify with your financial institution that this payment has cleared.

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

RETURN SERVICE REQUESTED



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

**SEE VOTER NOTIFICATION CARD
FOR POLLING LOCATION**

Election Districts

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

This is a Voter Identification Card

Kansas City

Ward/Precinct : 10.02 - 10

Voter ID #: 25582907



Registration Date : 11/30/1970

BRYANT, RICHARD TODD


700 W 91ST ST

KANSAS CITY MO 64114

Untitled Map

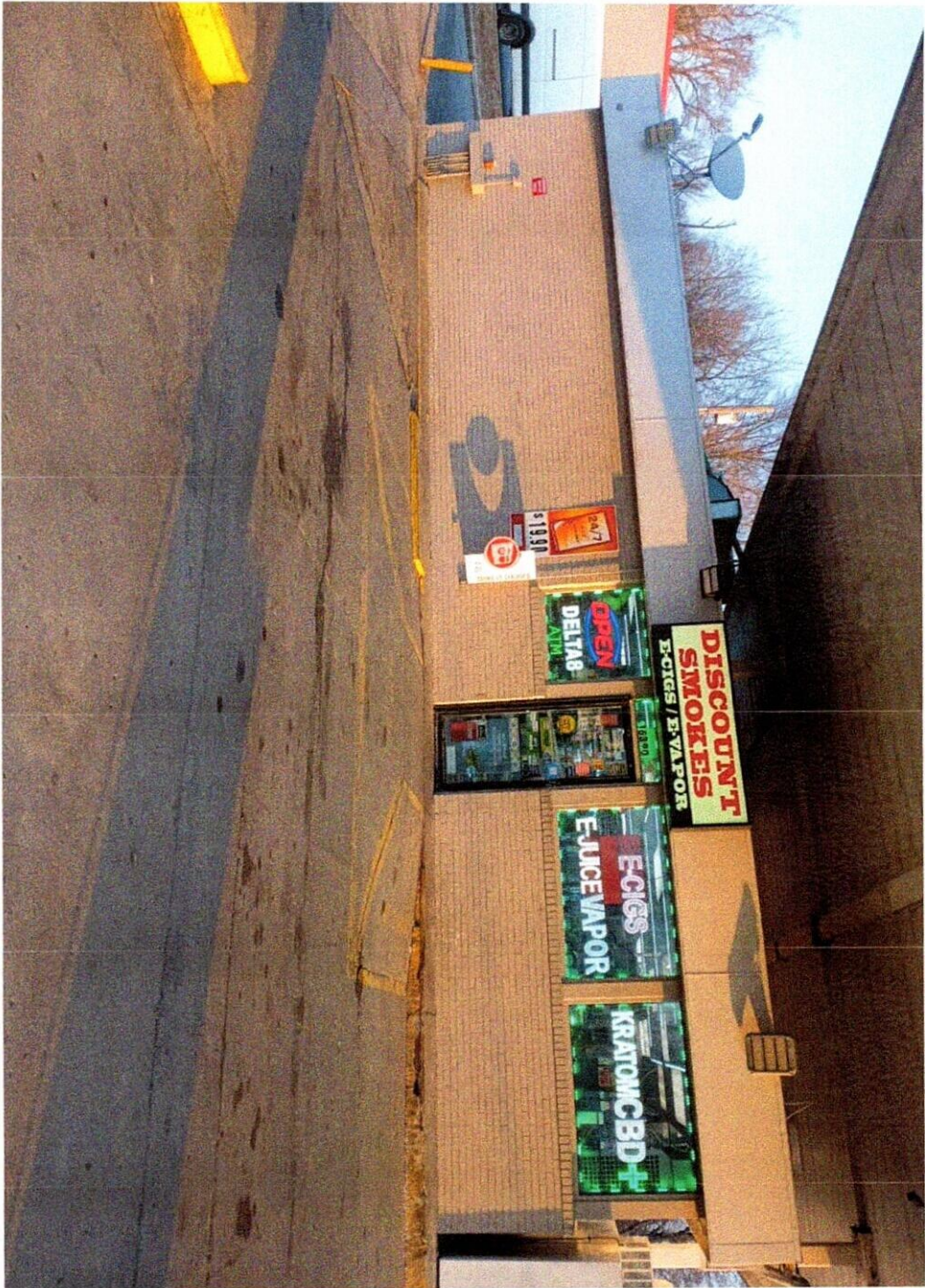
Write a description for your map.

Legend

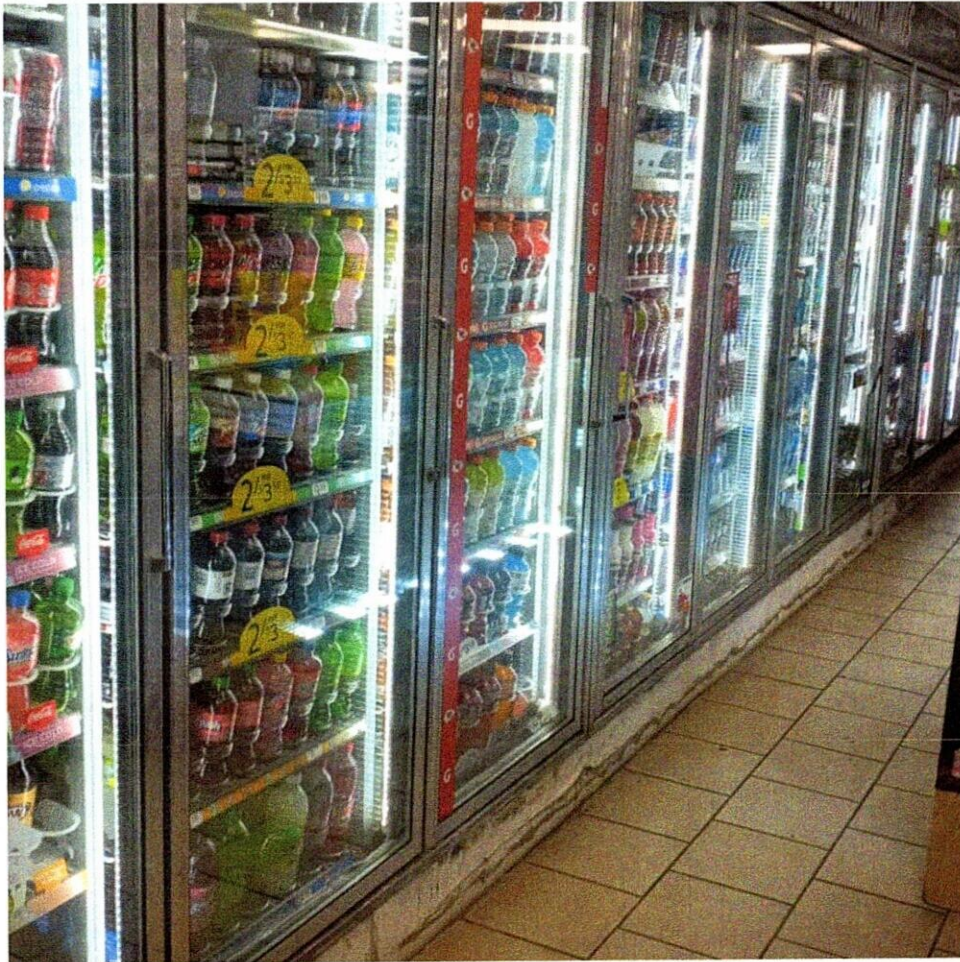
 16390 East 23rd St S



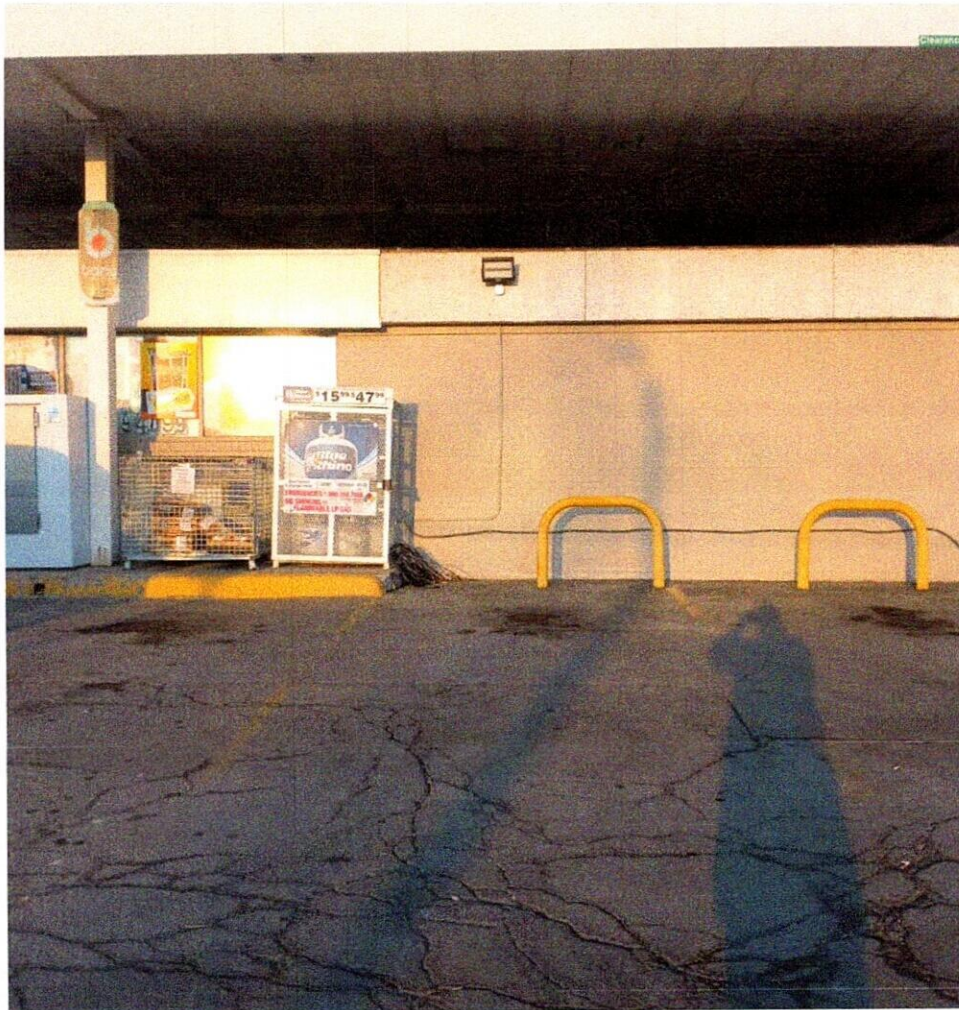
6.93 ft



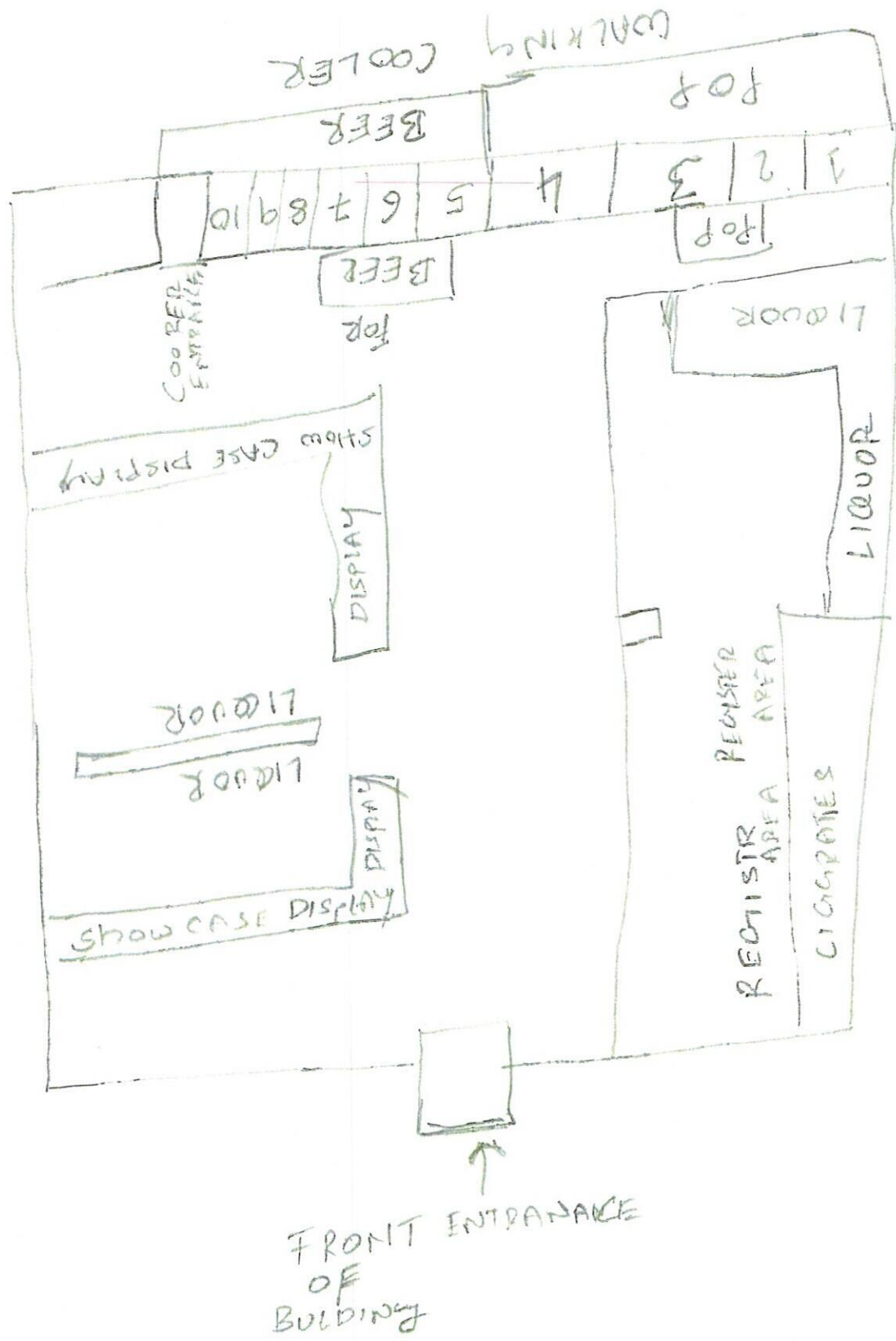












GAS N SMOKE'S LLC

JACKSON COUNTY – BUSINESS INFORMATION SHEET

ASSESSOR'S USE ONLY:Account # _____
Assessment Year: _____Date of Acct Creation: _____
Assessor's Initials: _____

TCA: _____ SIC: _____ SOS: _____

Complete ALL sections that apply to your business. Return the completed form to the Jackson County Assessment Department. If you have any questions regarding this form, please contact our office at (816) 881-4672, Monday through Friday, 8:00 am to 5:00 pm (CST). This form can also be returned by email to BPAmt@jacksongov.org, by fax 816-881-4680 or in person.

PLEASE PRINT

Name of Corporation (if applicable) GAS N SMOKES LLCName of Business DISCOUNT SMOKESMailing Address PO BOX 24025, OVERLAND PARK, KS 66283Do you sell any retail or wholesale goods? Yes ~~XXX~~ Does your business require a liquor license? Yes ~~XXX~~Physical Location of Business 16390 E 23RD STREET INDEPENDENCE MO 64055Contact Person RICHARD T BRYANT Title: ATTORNEYDaytime Phone of Contact Person 816-221-9000 Email: DICK2479@AOL.COMType of Business C STORE WITH PACKAGED FOOD, LIQUOR, TOBACCO, GASOLINE Number of Employees at this Location 4Date Business Started in Jackson County 10/01/2021 Business Phone Number 913-481-6635**INDIVIDUAL / PROPRIETOR:**

Name of Business Owner _____

Home Address _____ Phone # _____

PARTNERSHIP:

Name of Partner(s) _____ % of Ownership _____ Phone # _____

_____ % of Ownership _____ Phone # _____

_____ % of Ownership _____ Phone # _____

Total Acquisition Cost of Machinery, Equipment, Furniture & Fixtures \$ 5000
(Do Not Include Cost of Licensed Vehicles or Leasehold Improvements)

Attach a front and back clean copy of the title, registration renewal, or title receipt for all licensed items titled in the business name.

If you have multiple locations in Jackson County, attach a list of all locations.


Owner / Partner Signature3/3/2022
Date

COMPLETE ONLY IF YOUR BUSINESS IS A CORPORATION LLC

Full Legal Name of Corporation GAS N SMOKE LLC

Date of Incorporation MISSOURI 9/3/2021 State of Incorporation _____

List Name, Home Address and Phone Number of Officers:

Name of President / CEO MEENAZ LAKHANI Phone Number 816-481-6635

Address 14114 CODY STREET TERR, OVERLAND PARK, KS 66221

Name of Vice President _____ Phone Number _____

Address _____

Name of Secretary _____ Phone Number _____

Address _____

Name of Treasurer _____ Phone Number _____

Address _____

List Name, Home Address and Phone Number of Directors:

Name _____ Phone Number _____

Address _____

Name _____ Phone Number _____

Address _____

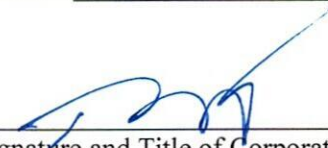
Name _____ Phone Number _____

Address _____

List Name, Home Address and Phone Number of Registered Agent:

Name RICHARD T BRYANT Phone Number 816-221-9000

Address RICHARD T BRYANT AND ASSOCIATES PC ,1111 MAIN STREET #750, KANSAS CITY MO



Signature and Title of Corporate Officer

3/3/2022

Date

FOR USE IN PROVIDING DETAILED ASSET LISTING TO JACKSON COUNTY, MISSOURI

Business Name: GAS N SMOKES LLC

Parcel Number:

Items declared for tax year: 2022

****DO NOT INCLUDE LICENSED ITEMS****

A. FURNITURE/ FIXTURES: OFFICE FURNITURE, TOOLS, MACHINERY, SIGNAGE, PALLETS, SHELVING.

[illegible]

B. COMPUTER, PRINTER, FAX MACHINE, COPIER, TELEPHONE, TELEPHONE SYSTEM, CELL PHONE, SCANNER

[illegible]

Property Search (/default.aspx) / Search Results (/results.aspx) / Property Summary (/parcelinfo.aspx) / Receipt Detail

Official Tax Payment Receipt

Receipt No.:	12663130	Date and Time:	12/03/2021 12:00	Print Date:	03/03/2022
---------------------	----------	-----------------------	------------------	--------------------	------------

Receipt Details					
Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance	Amount* Description
25-420-05-44-00-00-000	2021	009	\$6,450.14	\$0.00	A/V Principal-Commercial
	2021	REPL	\$1,255.36	\$0.00	Replacement Tax

Payer Name and Address Information			
Name	Address	Tender Type	Amount Tendered
SMALL BUSINESS BANK	840 E MAIN ,GARDNER ,KS66030	Personal Check	\$7,705.50

Owner Name and Address Information				
Parcel No.	Name	Address	Since	To
25-420-05-44-00-0-00-000	MINAZIZ LLC	16390 E 23RD ST S, INDEPENDENCE, MO 64050	10/31/2007	Current

Distribution of Districts			
Parcel No.	Tax Year	Agency	Amount
25-420-05-44-00-0-00-000	2021	BOARD OF DISABLED SERVICES	57.9197
	2021	CITY - INDEPENDENCE	533.1582
	2021	INDEPENDENCE SCHOOL #30	4749.8519
	2021	JACKSON COUNTY	508.7848
	2021	MENTAL HEALTH	94.0867
	2021	METRO JUNIOR COLLEGE	177.1661
	2021	MID-CONTINENT LIBRARY	302.9646
	2021	REPLACEMENT TAX	1255.3600

2021

STATE BLIND PENSION

26.2080

Motor Vehicles

Parcel No.	Tax Year	Type	Make	Model	Series	Model Year	Item ID	Plate No.	Name on Title 1	Name on Title 2
------------	----------	------	------	-------	--------	------------	---------	-----------	-----------------	-----------------

No Motor Vehicle Assets Found

Business Assets

Parcel No.	Tax Year	Category	Purchase Year
------------	----------	----------	---------------

No Business Assets Found

Real Estate Legal Descriptions

Parcel No.	Legal Line	Line No.
25-420-05-44-00-0-00-000	ELLISON PLACE	1
	S 281.2' OF LOT 4 (EX PT IN RD)	2

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

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed.

Please verify with your financial institution that this payment has cleared.

Printable Version

REMINDER:

This application is for research purposes only and cannot be used to pay taxes. To pay your taxes, Click here (<https://payments.jacksongov.org/>). Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. Click here (<http://www.jacksongov.org/570/Parcel-SegregationMerge-Search>) to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel(s) and child parcel(s) involved. **NOTE:** Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.

Developed by Aumentum Technologies.

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Version 4.5.0.0

City of Independence, Missouri Business License

Expiration Date: 9/30/2022

Account #: 106576

Licensed Business:

GAS N SMOKES LLC

16390 E 23RD STR S

INDEPENDENCE MO 64055

Business Type:

CONVENIENCE STORE

GAS N SMOKES LLC
DISCOUNT SMOKES
16390 E 23RD STR S
INDEPENDENCE MO 64055

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


Community Development Director

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



Missouri
DEPARTMENT OF REVENUE

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

GAS N SMOKES LLC
PO BOX 24025
OVERLAND PARK, KS 66283-4025

09/10/2021

CERTIFICATE OF NO TAX DUE

RE: Notice Number 2023673674
MISSOURI ID: 26985560

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of 09/10/2021. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

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

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

TAXATION DIVISION

State of Missouri Missouri Retail Sales License

Licensee:

License Issued: 09/10/2021

GAS N SMOKES LLC
16390 E 23RD ST S
INDEPENDENCE, MO 64055-1919

GAS N SMOKES LLC

MISSOURI ID: 26985560

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo, and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

The seal of the Missouri Department of Revenue is a large, circular emblem. It features a central shield with a plow, a sheaf of wheat, and a cotton plant, symbolizing agriculture. Above the shield is an eagle with spread wings. The shield is surrounded by a wreath. The words "DEPARTMENT OF REVENUE" are written in a circle around the central emblem. Below the seal, the text "STATE OF MISSOURI" is visible.

Ken Zellner

Director of Revenue

MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION

This business is registered INSIDE the city limits of INDEPENDENCE in JACKSON COUNTY and you are liable to collect and remit all applicable state and local sales taxes.

This license is not assignable or transferable.

Notice Number: 2023673672



State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division

PO Box 778 / 600 W. Main St., Rm. 322

Jefferson City, MO 65102

LC014319852

Date Filed: 9/3/2021

John R. Ashcroft

Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

GAS N SMOKES LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC," or "LLC")

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

ANY LAWFUL BUSINESS

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

MEENAZ LAKHANI 101 W 23RD STREET

INDEPENDENCE, MO 64055

Name

Street Address: May not use PO Box unless street address also provided

City/State/Zip

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

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

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

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

Name

Address

City/State/Zip

Independence MO

64055-1919

LAKHANI, MEENAZ

16390 E 23rd St S

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

New Series:

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

New Series:

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

New Series:

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

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

Name and address to return filed document:

Name: apex llc

Address: Email: apexllc2005@yahoo.com

City, State, and Zip Code: _____

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

16390 E 23rd St S

Independence, MO 64055-1919

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

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

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

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

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

MEENAZ LAKHANI

Organizer Signature

MEENAZ LAKHANI

Printed Name

09/03/2021

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

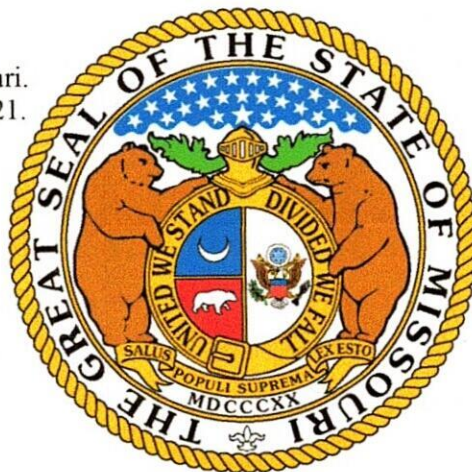
GAS N SMOKES LLC
LC014319852

filed its Articles of Organization with this office on the 3rd day of September, 2021, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 3rd day of September, 2021, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

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, this 3rd day of September, 2021.


Secretary of State



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

GAS N SMOKES LLC
LC014319852

was created under the laws of this State on the 3rd day of September, 2021, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of March, 2022.


Secretary of State



Certification Number: CERT-03032022-0083



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

Business Name Discount Snacks

Business Address 14390 E 23rd St

AFFIDAVIT

I Mrs. Nal Lokhani, under oath, do hereby state that

I am engaged in convenience store
(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:

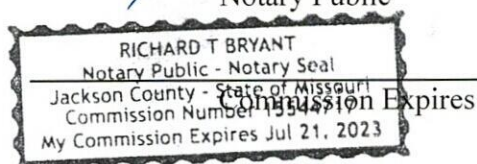
☒ This location will have alcohol sales that will be **less than** 90% of gross sales

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

Mrs. Nal Lokhani
Applicant

Subscribed and sworn to before me, a Notary Public, this 3rd day of March, 20 22

[Signature]
Notary Public





INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

Alcoholic Beverage Code Certification Form

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

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

CHECK ONE OF THE FOLLOWING

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

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

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

Business Name Discount Smokes

Address 16390 E 23rd ST

Signature: Maemur Lahan

Print Name: MASSNAZ LAHAN

Title: store manager

Date: 3/3/2022

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

GAS N SMOKE LLC
LC014319852

was created under the laws of this State on the 3rd day of September, 2021, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of March, 2022.


Secretary of State



Certification Number: CERT-03032022-0083



INDEPENDENCE

★ COMMUNITY DEVELOPMENT ★

MANAGING OFFICER APPOINTMENT

Date 3/3/2022

Cas N Smokes LLC has appointed
(Name of Corporation or LLC)

R. M. Bryant as Managing Officer for the
(Name of Managing Officer)

Corporation or LLC. R. M. Bryant is an officer or an employee
(Name of Managing Officer)

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

Indicate the actual involvement as Managing Officer: training in all matters
relating to government compliance

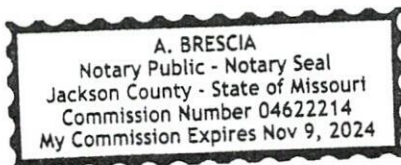
The business operates under the name of Discent Smokes

and is located at 16390 S 23rd St Joplin Mo

Maureen J. Baker

Signature of Corporate Officer or LLC Member

Subscribed and sworn to before me this 3rd day of march 2022.



AB

Notary Public

My Commission expires:

11-9-24

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this 1st day of October 2021, by and between MINAZIZ LLC ("Landlord"), having an address at: 16390 E 23rd Street, Independence, MO 64055 and GAS N SMOKES LLC ("Tenant") having an address at 101 W 23rd Street, Independence, MO 64052

WITNESSETH

In consideration of mutual covenants and agreements and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree to do the following:

1. PREMISES:

Landlord hereby leases to Tenant and Tenant hereby lease from Landlord upon the terms and conditions hereinafter set forth, that parcel of real estate located in the city of Independence, County of Jackson, State of Missouri having an address of 16390 E 23rd Street, Independence, Missouri 64055, ("Leased Premises") contained within a Store and being the parcel of real estate more particularly described on EXHIBIT A attached hereto and incorporated herein by reference, together with all easements, rights and appurtenances appertaining thereto, all buildings, improvements and fixtures now or hereafter located thereon and all of Landlord's right, title and interest in and to any streets, roadways, alleys and sidewalks, both public and private.

2. TERM:

- a: The term of this lease shall be for Three (3) years. This Lease and Tenant's obligation to pay all rent, additional rent and any other charges hereunder shall commence on October 1st, 2021, said date being hereinafter referred to as "Commencement Date".
- b: The Lease term shall expire on the date which is Three (3) years after the Commencement Date as hereinabove defined unless the term commences on a day other than the first day of the month, in which case the term shall expire at 12:00 midnight on the day which is Three (3) years after the last day of the month in which the term shall commence.

3. RENT:

Subject to any specific addendum to this Lease, Tenant shall pay Landlord annual rent of Forty Eight thousand (\$48,000.00) dollars during the first Five year of the term, as herein defined, payable in advance at Landlord's address for giving of notice or such other place as Landlord may designate in writing, in equal monthly installments of Three Thousand Five Hundred (\$4,000.00), per month upon the first day of each and every month throughout the term of this lease, provided, however, that if the lease term shall commence on a day other than first day of a calendar month, then the rental for the first

partial calendar month of the term shall be prorated upon a daily basis based upon a thirty (30) day calendar month and paid on the first day of the term. Tenant may option to extend this lease for an additional five years at Four thousand dollars per month and five more years at Four thousand Five Hundred Dollars per month. Two month's rent (\$4,000.00) shall be paid at the signing of this lease to be used as a security deposit.

4. USE AND OCCUPANCY, ADJOINING USES:

- a. Tenant shall use the Leased Premises as a c-store and fuel outlet and for no other purpose. Tenant shall not use the Leased Premises for personal habitation or any other unlawful purpose.
- b. The Leased Premises shall be open during standard operating hours. Tenant shall comply with all applicable statutes, ordinances, rules and regulations of federal, state and municipal governments if applicable to Tenant's use of the Leased Premises.

5. COOPERATION.

- a. Landlord agrees to execute and deliver upon the request of Tenant any applications required by any governmental authority having jurisdiction hereunder to enable Tenant to make alterations or installations in and to the Leased Premises and any documents to acknowledge ownership of any equipment lessor and/or any primary lien of any equipment financier, provided that any fees, charges and expenses required in connection therewith be borne solely by Tenant.
- b. Wherever by the terms of this Lease it is specifically provided that Landlord's consent or approval be required or is otherwise requested by Tenant, landlord covenants that it will not be unreasonably withhold or delay any such consent or approval.
- c. If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant makes any repairs by reason of any act, omission or negligence of Landlord, its employees or agents, Tenant shall have the right, at its option and in addition to all other rights and remedies, to make such repairs on behalf of and for the account of Landlord.

6. **ALTERATIONS, RENOVATIONS AND IMPROVEMENTS:**

- a. Tenant shall not alter, improve or change the Leased Premises except as provided herein without the written consent of Landlord which consent Landlord shall not unreasonably withhold, provided, however, that tenant may make all non-structural relocating of moveable partitions, telephone and electrical outlets, light fixtures, ovens, equipment and trade fixtures shall not be deemed alterations, renovations and/or improvements or changes to the Leased Premises. Such work shall be done at such times and in such manner so that the conduct of such work does not unreasonably interfere with the use and enjoyment of any adjoining premises.

7. **MAINTENANCE BY LANDLORD:**

- a. In the event of any obligations on the part of Landlord to maintain or Make repairs hereunder is covered by any warranty or guarantee for the benefit of Landlord, the same shall be exercised by Landlord, for Tenant's benefit, at no cost to Tenant.

8. **MAINTENANCE BY TENANT:**

- a. Tenant shall keep the interior, nonstructural portions of the Leased Premises in as good order and condition as when delivered to it, excepting ordinary wear and tear, damage by fire, elements, or casualty, or any damage not due to negligence of Tenant.
- b. Tenant shall keep plumbing, heating, lighting, electrical equipment, and Ventilating and air conditioning equipment located in or serving the Leased Premises exclusively, in repair.
- c. If tenant erects signs for the exclusive use of Tenant, Tenant shall repair and maintain the same in good appearance at Tenant's expense.

9. **COMPLIANCE WITH CODES:**

All repairs, alterations, additions, or improvements made to the Leased Premises by Landlord or Tenant shall comply with any applicable building codes.

10. **LEASEHOLD IMPROVEMENTS, TRADE FIXTURES
AND SURRENDER OF PREMISES**

All leasehold improvements, trade or other fixtures, merchandise, supplies, and equipment owned by Tenant or installed in the Lease Premises at Tenant's expense shall be the property of Tenant and at the end of the term of this Lease, Tenant may remove the same or abandon the same to Landlord, at Tenant's sole option, and, without any cost or charge to either party, and thereafter Tenant shall peaceably yield up the Leased Premises to Landlord in as good repair and condition as when delivered to it, excepting ordinary wear and tear, alterations and approved charges, damages by fire, elements, or casualty, or any damage not due to the negligence of Tenant, provided, however the Tenant shall repair any damage to the Leased Premises caused by the removal of it's property

11. **TENANT'S SIGNS:**

Tenant may install and maintain such interior and exterior sign as Tenant may desire provided only that such signs are installed and maintained in compliance with any applicable requirements of any governmental authorities having jurisdiction hereunder, and that Tenant obtain and keep in force any licenses required therefore. Landlord must approve Tenant's (a) logos, (b) Colors, (c) lettering, (d) neon signage in the windows, (e) awning, and (f) neon signage, exterior signage.

12. **UTILITY EQUIPMENT AND SERVICE:**

- a. Landlord at its expense shall furnish the Leased Premises with utility equipment and connections including, but now by way of limitation, all leads from exterior mains to and into the Leased Premises and all inlets and outlets there for within the Leased Premises for all utilities including heat, air conditioning, electricity, gas, water and sewage.
- b. Tenant shall pay utility charges for water, gas, electric and sewage.

13. **MECHANIC'S LIENS:**

Any mechanic's lien filed against the Leased Premises for work or materials furnished to either Landlord or such respective party responsible shall discharge Tenant there for prior commencement of any legal action to perfect the same. Notice of any notice of intent to file a lien, or a default received, or known, to either party shall be forthwith given to the other party.

14. **ACCESS BY LANDLORD:**

- a. Landlord, at reasonable times and frequency, shall have the right to enter the Leased Premises to examine the same, to show it to prospective purchasers, mortgagees, or lessees to make such repairs, alterations, improvements or additions required hereunder without the same constituting an eviction of Tenant in whole or in part. Rent shall not abate while repairs, alterations, improvements, or additions are being made provided that Landlord shall proceed expeditiously with the same and without unreasonable interference or interruption to Tenant's use of the Leased Premises.
- b. Landlord shall have right during the last ninety (90) days of the initial term or extended term of this Lease to post a customary sign on the premises advertising the property for lease or sale but no sign shall be posted in any window or doorway of the store portion of the Leased Premises.

15. **PAYMENT OF PROPERTY TAXES:**

- a. Tenant shall promptly pay when due to all real property taxes and special assessments lawfully against the Leased Premises and all land improvements comprising the property.
- b. Landlord and Tenant shall respectively pay promptly all personal property taxes lawfully levied against personal property of any kind owned by each of them upon or about the Leased Premises.

16. **PERSONAL INJURIES AND PROPERTY DAMAGE INSURANCE:**

- a. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, liability and expenses for damages to any person or property in, on, or about the Leased Premises arising out of the act or neglect of Tenant. Tenant shall procure and keep in effect during the entire term hereof public liability and property damage insurance in which the limits of public liability shall be \$1,000,000.00 combined single limit coverage, and shall cause Landlord to be named as an additional insured party therein to the extent of its interest.

- b. Landlord shall indemnify Tenant and save it harmless from and against Any and all claims, liability, and expense for damages to any person or property in, on or about the Leased Premises, including but in no way limited to any parking area or other common areas, arising out of any acts or neglect of landlord or other tenants of Landlord. Landlord shall procure and keep in effect during the entire term hereof-public liability and property damage - insurance in which the limits of public liability shall be at least \$1,000,000.00 combined single limit coverage.
- c. Tenant shall deliver copies of such policies or certificates thereof to the Landlord, and shall also deliver evidence of renewals thereof, not less than thirty (30) days prior to the expiration of such coverage. If Tenant shall fail to obtain such required insurance, the landlord at its option, may procure the same for the account of the defaulting party and the cost thereof shall be immediately reimbursed to the procuring party by the defaulting party upon the billing there for to the defaulting party. In the event such debt is not reimbursed within thirty (30) days of billing, the procuring party may offset the amount thereof against any amounts owed to the defaulting party.
- d. Tenant agrees not to cancel or materially change the insurance without first giving the other party prior written notice. Such insurance may be furnished under a blanket policy or separate policy and shall be issued by a company licensed to do business in the state in which the Leased Premises are located.
- e. Landlord and Tenant hereby release and discharge each other, and any employee or representative of each other, from any liability whatsoever hereafter arising from loss, damage, or injury caused by fire or other casualty for which insurance is required to be carried hereunder by the insured party at the time of such loss, damage, or injury to the extent of any recovery by the injured party under such Insurance provided such insurance permits a waiver of liability and subrogation rights.

18. **CONDEMNATION:**

If the entire Leased Premises or a portion of the Leased Premises, are condemned and the remainder of the Leased Premises are not reasonably usable by Tenant for Tenant's purpose pursuant to the terms of this Lease, then this Lease shall terminate as of the date of such taking. If a portion of the Leased Premises are condemned and the remainder of the Leased Premises are still reasonably usable by Tenant for Tenant's purposes pursuant to the terms of this Lease, then this Lease shall continue in full force and effect except that landlord shall restore the Leased Premises to a single architectural unit and all rent and additional rent shall be adjusted pro rata as to that portion condemned. In the event of condemnation, nothing shall prevent Tenant from receiving directly from the condemning authority any sums awarded on account of Tenant's damages and for or on account of any cost or loss to which Tenant might occur, including but not limited to, Tenant's moving expenses and loss of business profits, leasehold interest, leasehold improvements, inventory and trade fixtures, provided that any such sums shall in no way diminish any sums to which Landlord is entitled from the condemning authority.

19. **FORCE MAJEURE:**

Neither Landlord or Tenant shall be required to perform any term, condition, or covenant of this Lease during such time such performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, civil riots organized labor disputes, or governmental restrictions

20. **WARRANTIES AND REPRESENTATIONS BY LANDLORD.**

- i. That pursuant to all applicable laws, rules and regulations promulgated Any governmental agency having jurisdiction, the Leased Premises may be operated as c-store and fuel outlet.
- ii. That Landlord has not covenanted or agreed with anyone to restrict the use of the Leased Premises for Tenant's purposes and Landlord knows of no covenants, agreements or restrictions affecting the Leased Premises, which would prohibit, interfere with, or restrict Tenant's use of the Leased Premises.

- iii. That Landlord is free owner of the property containing the Leased Premises and Landlord has right to make this Lease upon the terms and for the terms as set forth herein; and
- iv. That as of the date of execution hereof there is no violations outstanding in any governmental agency having jurisdiction over Leased Premises.

In the event of Landlord's breach of the representations and warranties as set forth herein in addition to all other rights and remedies Tenant may have under this Lease, or at law, Landlord agrees to indemnify and hold harmless Tenant for all losses, cost, expense and damage (including reasonable attorney fees) incurred as result thereof.

21. **DEFAULT OF TENANT.**

There shall be an "Event of Default" if any one or more of the following events shall happen.

- (1) If default shall be made by Tenant in the due and punctual payment of any rent or other charge due under this Lease when and as the same shall become due and payable and such default shall continue for period of ten (10) days after written notice thereof from Landlord to Tenant, or
- (2) If Tenant shall vacate or abandon the Leased Premises, or
- (3) If Tenant suffers this Lease to be taken under any writ of execution, attachment or other process of law or if a receiver or custodian is appointed or takes possession of Tenant's property, or if a petition in bankruptcy is filed by or against Tenant (which is not dismissed within thirty (30) days of its filing; or
- (4) If Tenant becomes insolvent or is generally not paying or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors, or if, Tenant's banking institution is put into receivership by banking authorities.

If an event of Default occurs, landlord shall have the following rights At Landlords election;

- (I) Without terminating Lease, to terminate Tenant's right to possession of the Leased Premises (in which case Tenant hereby agrees to vacate and surrender possession of the Leased Premises to Landlord) and to make such alterations and repairs as Landlord shall reasonably determine may be necessary to relet the Leased Premises and to relet the same or any part thereof for such terms or terms (which may be for a term extending beyond the term of this Lease) and upon such other terms and conditions are commercially reasonable. Upon each reletting, all rentals received by landlord from such reletting shall be applied first to the payment of any indebtedness other than rent or other

charges due under this Lease from Tenant to Landlord, second, to the payment of any reasonable costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs, and third to the payment of rent and other charges due and unpaid hereunder. In no event shall Tenant be entitled to receive any surplus of any sums received by Landlord on a reletting in excess of the rental and other charges payable hereunder, or

- (ii) to terminate this Lease and to enter into and upon the Leased Premises and take possession of the same, and Landlord may hold and retain the Leased Premises as of its first or former estate.

22. **RIGHT TO CURE DEFAULT:**

After an Event of Default (or in case of an emergency, after Tenant fails to perform any of its obligations hereunder, Landlord having given such notice as is practical under the circumstances), Landlord shall have the right to perform the same without further notice or delay. For the purpose of rectifying Tenant's defaults as aforesaid, Landlord shall have the right to enter the Leased Premises. Tenant shall on demand reimburse Owner for the reasonable costs and expenses incurred by Owner in rectifying Tenant's defaults aforesaid, including reasonable attorney's fees.

Nothing anything to the contrary contained herein:

Landlord shall not exercise any rights or invoke any remedies under this Lease upon the happening of any default unless notice of such default is delivered to Tenant as provided herein and 30 days shall have elapsed subsequent to the receipt of such notice and such default be not cured or commenced to be cured within such time, unless the circumstances of such default require quicker compliance pursuant to a particular municipal or governmental directive referable thereto. The time period herein provided might run contemporaneously with any other time period provided for in this Lease.

However, should Tenant be in default of this Lease due to vacating the premises, or abandonment for more than 15 consecutive days, then Landlord can terminate this Lease, enter the Leased premises and take possession without written notice to tenant, or 30 day right to cure.

23. **ASSIGNMENTS AND SUBLEASING BY TENANT:**

Tenant may not assign this Lease without Landlord's written consent.

24. **QUIET ENJOYMENT BY TENANT:**

Landlord covenants and agrees that provided Tenant performs all the terms, conditions, and covenants contained in this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Leased premises for Tenant's purposes set forth in this Lease for the term hereof without hindrance or interruption.

25. **INTERFERENCE:**

Notwithstanding the provisions of any part of this Lease, Landlord shall not (a) interfere with the visibility, ingress or egress of the Leased Premises, (b) disrupt Tenant's business, (c) reduce the usable area of the Lease Premises.

26. **SUBORDINATION TO LANDLORD'S MORTGAGE AND ATTORNMENT:**

- a. Tenant, at Landlord's request, shall subordinate Tenant's interest hereunder in writing to any lien or mortgage now or hereafter placed on the Leased Premises or building or shopping center of which the Leased Premises is part of and to all advances made or hereafter to be made upon the security thereof, provided that such writing shall not diminish in any way Tenant's rights under this Lease or increase any of Tenant's obligations hereunder, and further provided that such mortgage will agree, in writing, not to disturb Tenant's continued possession of the Leased Premises in the event of foreclosure of the mortgage provided Tenant is not in default of this Lease.
- b. In the event the Leased Premises are sold by foreclosure or power of sale under any lien or mortgage of Landlord, Tenant, at option and request of the purchaser shall attorney to the purchaser and recognize such purchaser as Landlord under this Lease provided that Tenant's rights hereunder shall be acknowledged and agreed to in writing by such purchaser.

27. **SALE OF PREMISES BY LANDLORD:**

Any sale of the building of which Leased Premises is a part of by Landlord shall be subject to all rights of Tenant hereunder and Landlord shall furnish Tenant with such purchaser's acknowledgement and agreement thereto in writing as a prerequisite of such sale.

28. **CORPORATE INDICIA:**

Landlord does hereby consent to the installation by Tenant of such designs, interior decorations and trade fixtures as are customary in connection with the operation of a c-store, provided the same are permitted by law.

29. **NON-WAIVER OF DEFAULT:**

Waiver of any breach of the terms, conditions, or covenants of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breach of the same or another term, condition, or covenant hereof, and the consent, approval, or acquiescence by Landlord or Tenant to any such breach shall not waive or render unnecessary such consent or approval of any subsequent similar breach.

30. **LESSOR'S DISCLOSURES AND DISCLAIMER OF WARRANTIES:**

a. Tanks. Tanks, piping and steel related equipment used for the storage and dispensing of petroleum products and other equipment related to the operation of a motor vehicle fuel service station were, are, or may be buried under the Premises. Lessor hereby disclaims all representations and warranties concerning whether such UST's or other equipment, if present, are fit for any use whatsoever, or that they are free of petroleum, nonmerchandise petroleum residue, or hazardous substances.

31. **RIGHT TO ASSIGN:**

Landlord shall have the right to sell, convey or transfer all or any part of its interest in the Leased Premises, or assign its interest in this Lease and all covenants and obligations of Landlord under this Lease accruing thereafter shall cease as to such transferring Owner, provided the subsequent owner or assignee shall have assumed landlord's obligations hereunder, including operating a facility in same or similar type of business, and such covenants and obligations shall run with the land and shall be binding upon the subsequent owners or assignees.

32. **INDEMNIFICATION BY TENANT:**

Tenant will protect, indemnify and save harmless Landlord, its agents, servants, contractors and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, reasonable costs and expenses (including without limitation attorney's fees) arising or occurring during the term of this Lease or any period during which Tenant is occupying the Leased Premises by reason of (i) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof, unless due to the negligent act or omission of an Owner Party, (ii) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, or (iii) any negligent act or omission on or about the Total Facility by Tenant.

33. **REPAIRS:**

Tenant shall keep and maintain the interior and nonstructural portions of the Leased Premises and Tenant's signage in good order, condition and repair, slightly and clean. All repairs affected by Tenant shall be in all respects of a standard at least substantially equal in quality of material and workmanship to the original work and material to or in the Leased Premises and shall meet the requirements of municipal and governmental authorities.

34. **RECORDING OF LEASE:**

Tenant shall not record this Lease without written consent of Landlord.

35. **ENTIRE AGREEMENT:**

This Lease shall constitute the entire agreement of the parties hereto and any prior agreement between the parties relating to the Leased Premises, whether written or oral, is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified, or discharged by agreement in writing signed by both parties hereto.

36. **EXERCISE OF RIGHTS AND NOTICE:**

The exercise of any right, privilege, duty or obligation of any party hereto or the giving of any notice or communications of whatever nature which Landlord may render pursuant to the terms of this Lease shall be delivered to Tenant by certified mail, return receipt requested at the Leased Premises.

All communication to Landlord shall be to:

**MINAZIZ LLC
P.O. BOX 24025
OVERLAND PARK, KS 66283**

Or such future changed address of which notice has been given to the other party in writing in accordance with the above provisions.

37. **APPLICABLE LAW:**

This Lease shall be governed by, and construed in accordance with the laws of the state in which the Leased Premises are located. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

38. **CAPTIONS:**

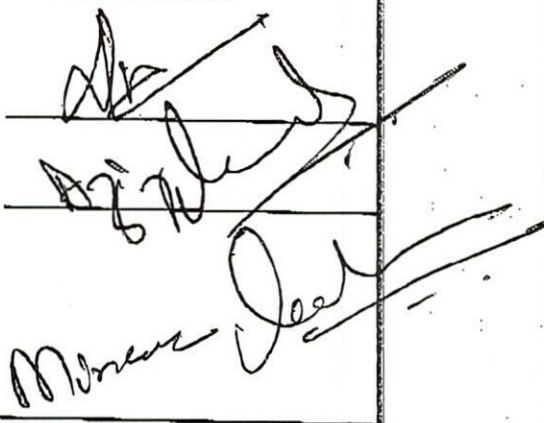
The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions thereof.

39. **BENEFIT OF AGREEMENT:**

The terms, conditions, and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

In the presence of:



LANDLORD:

MINAZIZ LLC

By: 

Its: _____

TENANT:

GAS N SMOKES LLC

By: 

Its: _____

EXHIBIT A

Legal Description:

The South 281.2 feet of Lot Four (4), ELLISON PLACE, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, and located at 16390 East 23rd Street, Independence, Missouri, subject to liens and encumbrances of record.

PERSONAL GUARANTEE

In order to induce Lessor to enter into this lease and in consideration of the benefits inuring to the Lessee under this Lease the undersigned individuals joint and severally hereby unconditionally guarantee the performance of all obligations under this Lease, including, without limitation, the payment of rent and all other fees as provided herein. This guaranty shall remain in full force throughout the initial Lease term and all renewals thereof. This guaranty is guaranty of payment and performance and not of collection. Guarantors further agrees that Lessor shall not be first or concurrently required to amerce against the Lessee before seeking enforcement against any or all Guarantors. Lessor agrees to give each Guarantor five (5) day's prior written notice of any default by personal delivery or certified mail before bringing a lawsuit against a Guarantor.

GUARANTOR

PRINTED NAME _____

ADDRESS _____

DATE: _____

GUARANTOR

PRINTED NAME _____

ADDRESS _____

DATE: _____

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

October 25, 2021

Mr. Jordan Ellena
Business Development Manager
City of Independence, Missouri
111 E. Maple Avenue
Independence, Missouri 64050

Re: Gas N Smokes LLC

Dear Jordan:

This is an application for Gas N Smokes LLC which currently does business in Independence under the name Discount Smokes. I believe you will find all the documentation and information requested, and then more. The business license has been applied for, the county assessor account will be set up accounts and I believe you have a zoning clearance as the business already has a city business license, having been open for several months.

This convenience store desires to add liquor to their inventory offering, utilizing between 10% and 12% of their retail space for liquor and beer. Upon investigation, we have learned that the operators have not had any violations during their possession of the store and are current on all taxes and other obligations. I am advised the City Councilman for this location will not oppose the issuance of a license and he has conducted a due diligence inspection of the store in advance to the submittal of this application.

Let me know if I can provide further information, and please advise of any remaining steps leading to review and approval of this application.

Thanks as always.

Sincerely,



Richard T. Bryant
For the Firm

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

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

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 9, 2022

Mr. Jordan Ellena
Business Development Manager
City of Independence, Missouri
111 E. Maple Avenue
Independence, Missouri 64050

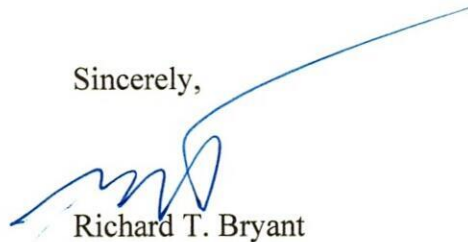
Re: Gas N Smokes LLC

Dear Jordan:

On March 8, I sent you an application packet relating to a new venue which we hope to obtain licensing for. Through the wonders of modern spellchecking the letter says it was dated long ago; sorry I missed that. The submitted file makes reference to a lease, the terms of which we were advised of, but which we were just provided, so please add this to your file as certain provisions were incorporated by reference in the city application.

Thanks as always.

Sincerely,



Richard T. Bryant
For the Firm

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

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Missouri, Washington, D.C.,
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