

09/12/23 GIG  
Check #2307



June 2, 2023

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees and agents of Decisions Consulting, LLC to act on behalf of Family Dollar and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Decisions Consulting, LLC  
ATTN: Drina Miller  
1100 Circle 75 Parkway, Suite 210  
Atlanta, GA 30339  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)

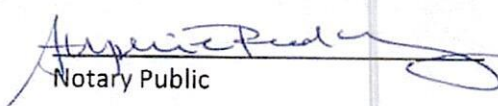
Additional authorized individuals are Rob Hosack, Jonathan Crumly, Kelly Houston, Ashley Googer, Melanie Mathis and all Licensing Specialists identified by the individuals listed herein. Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or [swesselh@dollartree.com](mailto:swesselh@dollartree.com). Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, ATTN: AB Licensing, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer  
Assistant Secretary

Before me, Harry Spencer on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of June, 2023.

  
Notary Public

(SEAL)

My Commission Expires: 1/31/2025



# 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  
Family Dollar Stores of Missouri, LLC Retail

Legal Name of Entity Type of Business  
Family Dollar Store #21960

Doing Business as (d/b/a) (if different than above)  
11213 E US Highway 24 Independence MO 64054

Physical Address City State Zip  
500 Volvo Pkwy, 9th floor, Chesapeake, VA 23320

Mailing Address (if different from above)  
678-660-5710 - xkennedy@decisions-consulting.com

Phone Cell Phone Email

Virginia-01/27/2016 12160113

State & Date of Incorporation or Organization Missouri Retail Sales Tax Number

Opened-09/25/1991

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: 7,200 square feet

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

Proposed hours of operation: 8:00AM-10PM Everyday

If existing business, from whom was the business purchased? N/A

Date of purchase: N/A Date of Possession: N/A

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:

N/A

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

Anthony L Visconti

Printed Name

District Manager

Title

Date



**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 4<sup>th</sup> 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**

Anthony L Visconti						[REDACTED]
Full Name						Social Security Number
M	53	5'11"	215lbs	[REDACTED]	Saint Louis, MO	Yes
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen
9507 Cote Brillante Avenue			Overland			MO 63114
Home Address			City			State Zip
Family Dollar				757-321-5493	ab-licensing@dollartree.com	
Place of Employment (other than business)				Employment Phone	Email	
500 Volvo Pkwy, 9th Floor				Chesapeake		VA
Employment Address			City			State Zip

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

City of Overland / County of Saint Louis

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

District Manager

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: Currently on the 5th extended term to expire on 12/24/2024 at a fixed rent of \$4,200/month (\$50,400.00/annum) with Silver Shield, LLC | 549 47th Avenue, San Francisco, CA 94121



**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:

Family Dollar Stores of Missouri, LLC

**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: N/A

Vice President: N/A

Secretary: N/A

Treasurer: N/A

Managing Officer: N/A

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

N/A

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:

N/A

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:

N/A

**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.

**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.*



**MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE****THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW**

ORIGINAL PACKAGE LIQUOR	290710	\$100.00
SUNDAY - ORIGINAL PACKAGE LIQUOR	290711	\$200.00

**EXPIRATION DATE: JUNE 30, 2024**

EFFECTIVE DATE: JULY 1, 2023 JACKSON  
BUS. STRUCTURE: LMTD LIABILITY  
MANAGING OFFICER OR PARTNERS: ANTHONY L VISCONTI  
SPECIAL PERMITS: EMP-MINORS

ALL OF A ONE STORY BUILDING LOCATED AT 11213 HWY 24, INDEPENDENCE, MO

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

*Sandra K. Karsten*

DIRECTOR OF PUBLIC SAFETY

*Christen Templeton*

ACTING SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

FAMILY DOLLAR STORES OF MISSOURI LLC  
FAMILY DOLLAR STORES OF MISSOURI  
500 VOLVO PKWY  
CHESAPEAKE VA 23320

**LICENSE NOT TRANSFERABLE**



April 28, 2021

Dear MO DOR:

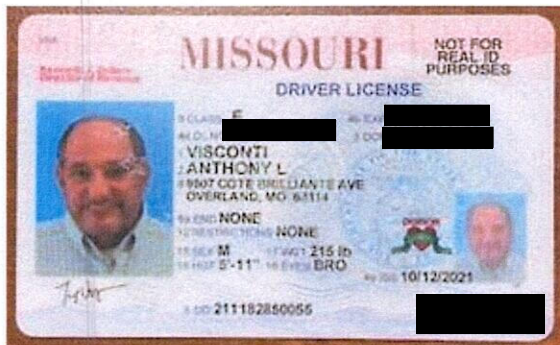
As of 5/2/2021 Family Dollar Stores of Missouri, LLC will be appointing Tony Visconti (Regional Director) as the new agent/manager for all locations, in relation to alcohol licensing.

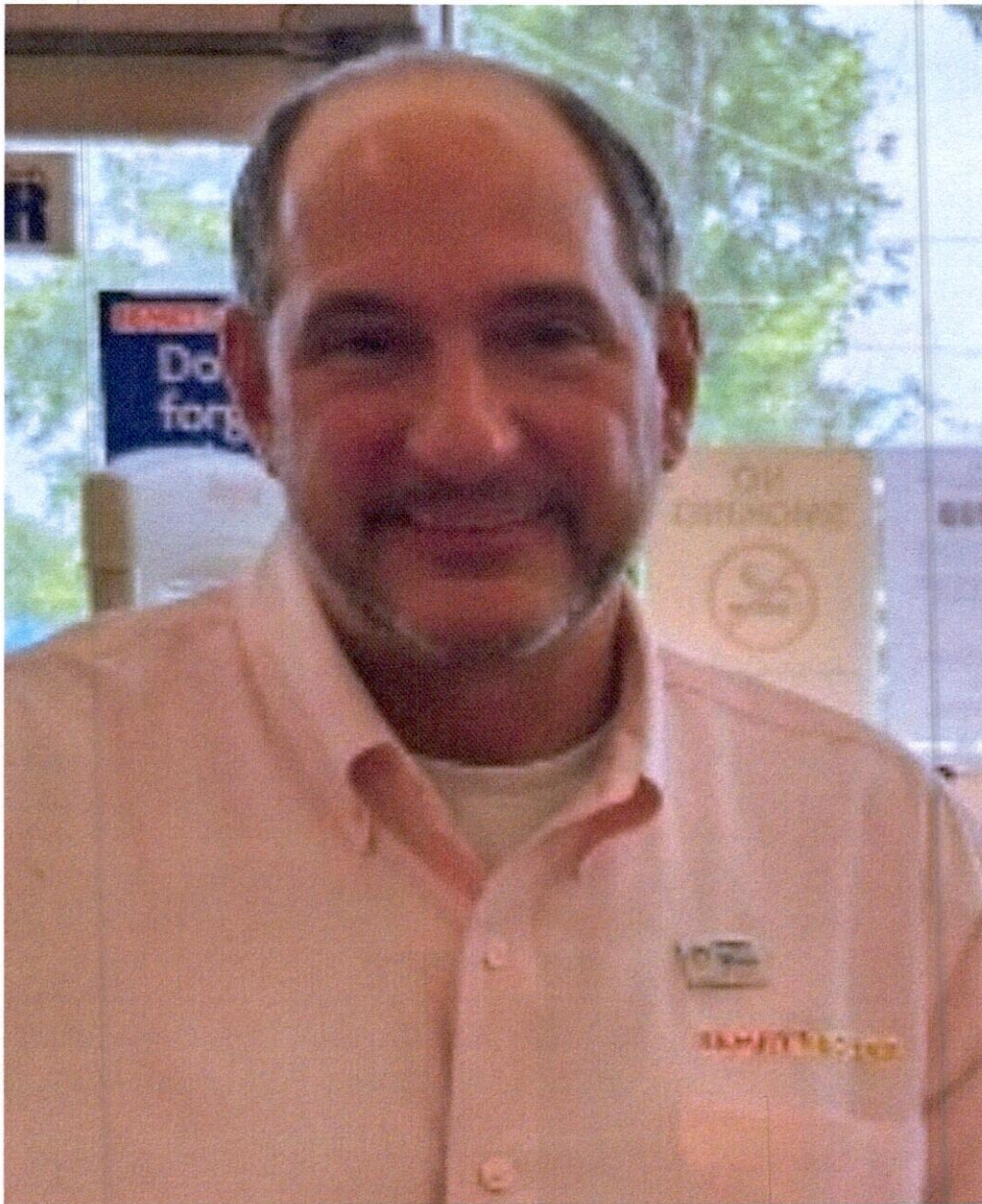
Should you have any questions, please contact Stephanie Ankney at 757-321-5493 or [sankney@familydollar.com](mailto:sankney@familydollar.com)

Sincerely,

Peter Barnett  
President











# 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: 05/04/2023

Name (1): ANTHONY VISCONTI

Name (2): TONY VISCONTI

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 6370692

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



# WAIVER

DATE 6/13/2023

Liquor License Only

THIS IS TO CERTIFY THAT:

Visconti, Anthony L.  
9507 Cote Brillante Ave  
St. Louis MO 63114

NO TAXES OWED

YEAR	MAKE	MODEL
X	X	X
X	X	X
X	X	X
X	X	X

AUTHORIZED BY

[Signature]  
DEPUTY FOR ST. LOUIS COUNTY DEPARTMENT OF REVENUE  
MARK R. DEVORE  
COLLECTOR

STATE OF MISSOURI  
COUNTY OF SAINT LOUIS  
41 SOUTH CENTRAL AVE.  
SAINT LOUIS, MISSOURI 63105  
314-615-5500

THE TANGIBLE PERSONAL  
PROPERTY SHOWN ON THIS  
FORM WAS NOT SUBJECT TO  
PERSONAL PROPERTY TAX  
ASSESSMENT FOR THE YEAR OF

2022 AND XX

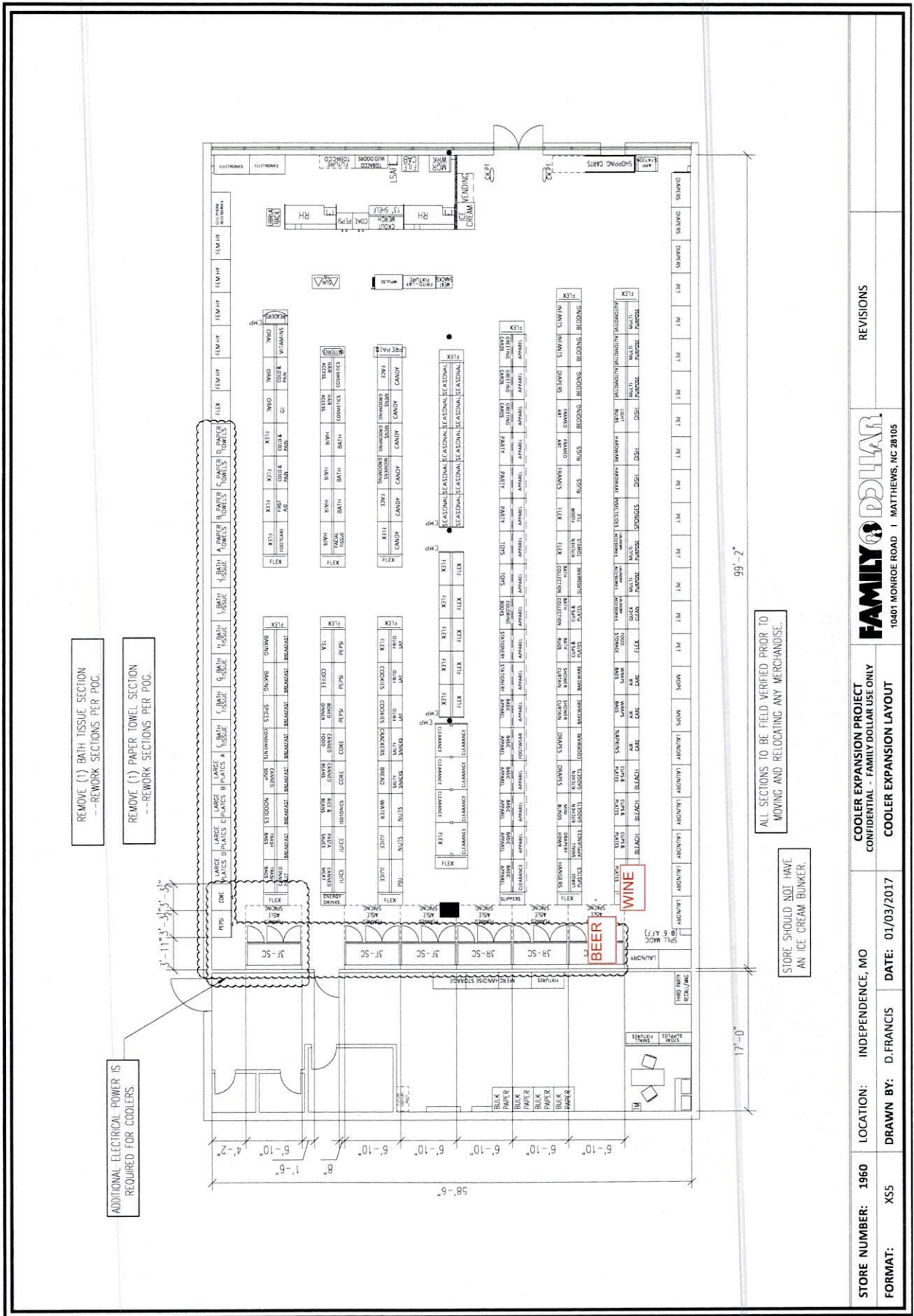
STATE LICENSE OFFICES: PLEASE PLACE STAMP ON REVERSE SIDE TO INDICATE SALE OF LICENSE PLATES.



## Check Your Voter Registration

Yes, Anthony Visconti is registered at 9511 TRESCOTT AVE ST LOUIS, 63114

Your precinct is MID.MID.003. To view your polling place and a listing of candidates and issues on the next ballot, please visit our [Voter Outreach Portal](#)



REVISIONS

**FAMILY DOLLAR**

10401 MONROE ROAD | MATTHEWS, NC 28105

COOLER EXPANSION PROJECT  
CONFIDENTIAL - FAMILY DOLLAR USE ONLY

COOLER EXPANSION LAYOUT

STORE NUMBER: 1960 LOCATION: INDEPENDENCE, MO

FORMAT: X55 DRAWN BY: D.FRANCIS DATE: 01/03/2017



## City of Independence, Missouri Business License

**Expiration Date:** 12/31/2023

**Account #:** 008679

**Licensed Business:**

FAMILY DOLLAR STORES #21960  
11213 E US 24 HWY  
INDEPENDENCE MO 64054


ATTN: LICENSING

FAMILY DOLLAR STORES OF MO #21960  
500 VOLVO PWKY  
CHESAPEAKE VA 23320

**Business Type:**

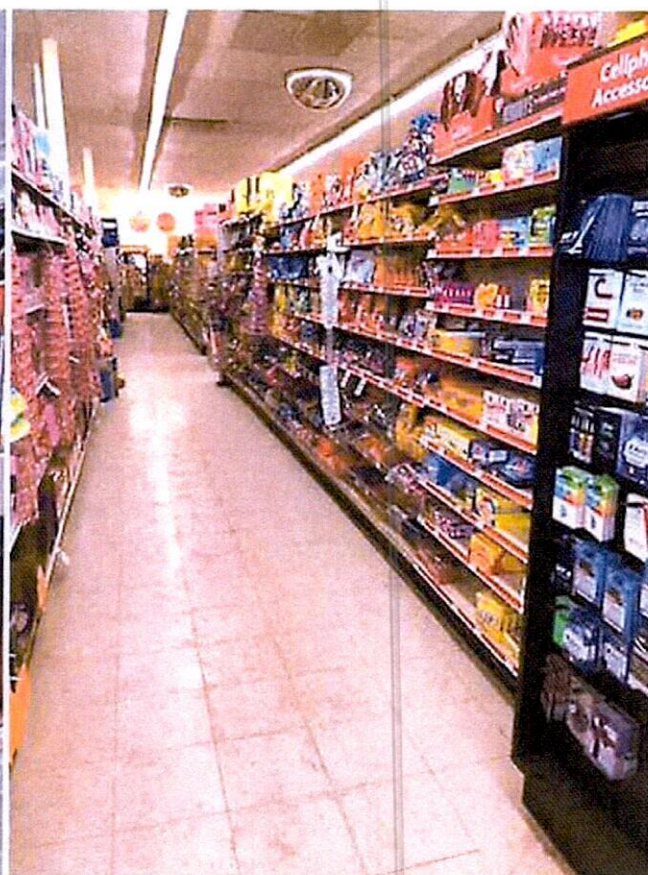
GENERAL MERCHANDISE RETAIL

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









# State of Missouri Missouri Retail Sales License

Licensee:

License Issued: 01/26/2023

FAMILY DOLLAR STORES OF MISSOURI LLC  
11213 HWY 24  
INDEPENDENCE, MO 64052

FAMILY DOLLAR STORES OF MISSOURI LLC

MISSOURI ID: 12160113

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.

STATE OF

Director of Revenue

MISSOURI

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: 2036840650



# 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

*Family Dollar Stores of Missouri, LLC*

using in Missouri the name

*Family Dollar Stores of Missouri, LLC*  
*FL001415679*

a VIRGINIA entity was created under the laws of this State on the 23rd day of February, 2016, 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 12th day of October, 2022.

  
Secretary of State

Certification Number: CERT-10122022-0064



# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That DOLLAR TREE, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on February 22, 2008;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

November 10, 2022

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission



# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That Family Dollar Stores, Inc., a corporation incorporated under the laws of Delaware, is authorized to transact business in the Commonwealth of Virginia

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on March 24, 2020; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

November 10, 2022

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores Holdings, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on November 22, 2021; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

November 10, 2022

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission



# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores Holdings II, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on December 17, 2021; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

November 10, 2022

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Missouri, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 27, 2016; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

November 10, 2022

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission





COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS  
WILLIAMS MULLEN  
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Missouri, Inc.

ID: 0800578 - 7

DCN: 16-01-26-1102

Dear Customer:

This is your receipt for \$75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for \$200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Missouri, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

**Family Dollar Stores of Missouri, Inc.**

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

DOMRCPT  
DOM  
CIS0343

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

**Family Dollar Stores of Missouri, Inc.**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF DOMESTICATION**

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Missouri, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

**Family Dollar Stores of Missouri, Inc.**

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Mark C. Christie  
Commissioner





**STATE CORPORATION COMMISSION**

*Richmond, January 26, 2016*

*This is to certify that the certificate of domestication of*

**Family Dollar Stores of Missouri, Inc.**

*was this day issued and admitted to record in this office and that  
the said corporation is authorized to transact its business subject  
to all Virginia laws applicable to the corporation and its business.  
Effective date: January 26, 2016*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

S598651 - 0

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Missouri, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Missouri, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Missouri, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Mark C. Christie  
Commissioner

CNVRLACT  
CIS0353  
16-01-27-1105



# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, January 27, 2016*

*This is to certify that the certificate of entity conversion of*

**Family Dollar Stores of Missouri, LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016*



*State Corporation Commission*

*Attest:*

*Joel H. Reck*  
Clerk of the Commission



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS  
WILLIAMS MULLEN  
200 SOUTH 10TH STREET STE 1600  
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Missouri, LLC  
  
ID: S598651 - 0  
  
DCN: 16-01-27-1105

Dear Customer:

This is your receipt for \$100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for \$200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Missouri, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

**Family Dollar Stores of Missouri, LLC**

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck  
Clerk of the Commission

CNVRLRCT  
CNVR  
CIS0353



S598651 - 0

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Missouri, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Missouri, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Missouri, LLC

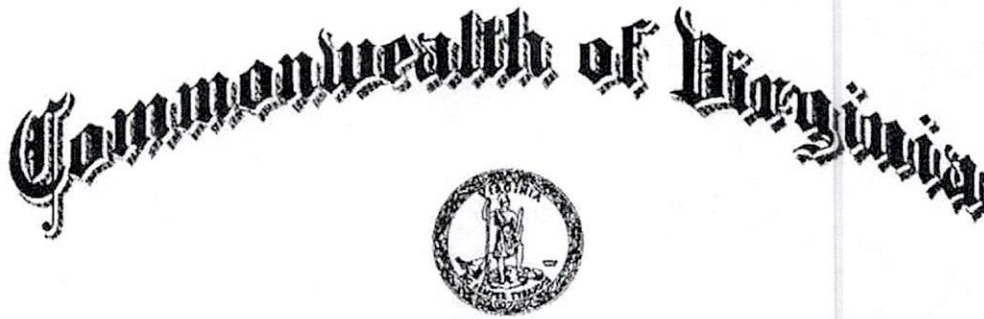
The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Mark C. Christie  
Commissioner

CNVRLACT  
CIS0353  
16-01-27-1105



STATE CORPORATION COMMISSION

Richmond, January 27, 2016

*This is to certify that the certificate of entity conversion of*

**Family Dollar Stores of Missouri, LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016*



State Corporation Commission

Attest:

*Joel H. Beck*  
Clerk of the Commission





**NORTH CAROLINA**  
**Department of the Secretary of State**

**CERTIFICATE OF EXISTENCE**

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

**FAMILY DOLLAR, INC.**

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 17th day of November, 1997, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of April, 2022.

*Elaine F. Marshall*

Secretary of State

Certification# 113046768-1 Reference# 18527915- Page: 1 of 1  
Verify this certificate online at <https://www.sosnc.gov/verification>

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That DOLLAR TREE, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on February 22, 2008;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



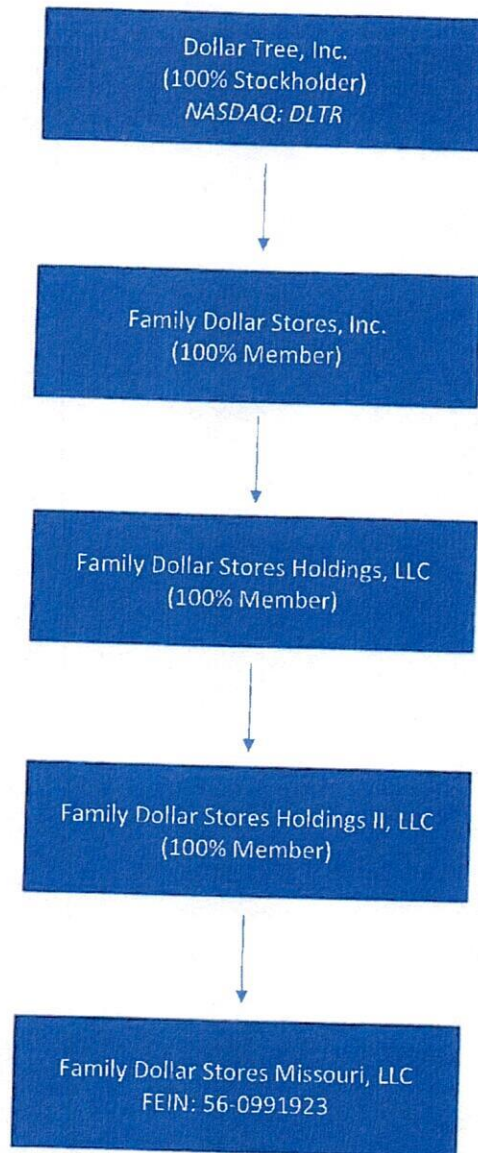
Signed and Sealed at Richmond on this Date:

November 10, 2022

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission







February 6, 2023

VIA EMAIL TO: [sshaffer@blockandco.com](mailto:sshaffer@blockandco.com)

SILVER SHIELD, LLC  
c/o Block Company, Inc., Realtors  
605 W 47<sup>th</sup> Street, Suite 200  
Kansas City, MO 64112

RE: Lease Agreement dated August 20, 1991, as subsequently amended (the "Lease"), by and between SILVER SHIELD, LLC, a Missouri limited liability company ("Landlord"), and FAMILY DOLLAR STORES OF MISSOURI, LLC, a Virginia limited liability company ("Tenant"), for premises located on 11213 E US Highway 24, in Independence, Missouri, as more specifically described in the Lease and identified by Tenant as Store No. 21960.

Dear Landlord:

This letter will serve as notice that Family Dollar Stores of Missouri, Inc., the Missouri corporation that signed the Lease, was reorganized as Family Dollar Stores of Missouri, LLC, a Virginia limited liability company. Attached for your reference are the conversion documents filed with the Secretaries of State of Virginia and Missouri. Tenant's taxpayer identification number remains the same. Other than the nominal change to the tenant entity, there is no change to the Lease or the obligations of the parties thereunder, and all covenants, terms, obligations and conditions of the Lease are hereby ratified and confirmed.

If you have any questions, please contact April Kinney at 757-698-7255 or [akinney7@dollartree.com](mailto:akinney7@dollartree.com).

Very truly yours,

**FAMILY DOLLAR STORES OF MISSOURI, LLC**

By: *Dana Hay*  
Dana Hay  
Assistant Secretary

Enclosures

Cc: Michelle Rubis-Flores

STORE SUPPORT CENTER  
500 Volvo Parkway | Chesapeake, Virginia 23320 | Tel 757-321-5000 | [www.dollartree.com](http://www.dollartree.com)  
Proprietary Information - Highly Confidential - Authorized Users Only



#1960 Independence, MO  
STATE OF MISSOURI

**SECOND AMENDMENT TO LEASE AGREEMENT**

COUNTY OF JACKSON

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 8th day of June, 2011, by and between KANSAS CITY I, LLC, a Missouri limited liability company ("Landlord") and FAMILY DOLLAR STORES OF MISSOURI, INC., a Missouri corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated August 20, 1991, as amended by that certain Amendment to Lease Agreement dated March 9, 2007 ("Lease"), for certain premises situated in Landlord's shopping center located on Independence Avenue (U.S. Highway 24) at its intersection with Sterling Road in the City of Independence, County of Jackson, State of Missouri ("demised premises"). The demised premises are more specifically described in the Lease and identified by Tenant as Store #1960; and

WHEREAS, Tenant operates a retail store in the demised premises; and

WHEREAS, the current term of the Lease is scheduled to expire on December 31, 2011 and Landlord desires that Tenant keep the Lease in effect, which Tenant is willing to do, provided Landlord agrees to extend the current term for three years at the existing rent;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, Landlord and Tenant amend the Lease as follows:

1. EXTENDED TERMS AND RENT. The present term of the Lease, being the third extended term, is scheduled to expire on December 31, 2011. Landlord and Tenant agree that the third extended term will be increased and extended to expire on December 31, 2014. Tenant will continue to pay fixed rent to Landlord in the amount of THREE THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS per month, (\$44,640.00/annum), plus a percentage rent equal to 3% of the gross sales (as defined in Paragraph 1 of the Lease), in excess of \$1,488,000.00 made by Tenant on the demised premises during each lease year period through December 31, 2014.

Landlord and Tenant agree that there are two remaining five-year extended terms of the Lease (the fourth and fifth extended terms). The term of the Lease will be automatically extended through the extended terms unless Tenant gives written notice to Landlord canceling the extended term at least 180 days before the extended term is scheduled to begin. If Tenant gives written notice to Landlord, then the Lease will expire the day before the extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended by this Amendment, will apply to the extended terms, except the amount of rent for the remaining extended terms will be as follows:



EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
4 <sup>th</sup> January 1, 2015 - December 31, 2019	\$3,720.00/month (\$44,640.00/annum)	3% over \$1,488,000.00/annum
5 <sup>th</sup> January 1, 2020 - December 31, 2024	\$4,200.00/month (\$50,400.00/annum)	3% over \$1,680,000.00/annum

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" mean the present term and any extension that comes into effect pursuant to the Lease as amended.

2. NOTICES. Paragraph 25 of the Lease is deleted and replaced with the following:

25. NOTICES. All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent via fax and e-mail will be effective between Landlord and Tenant, except that notices sent by Tenant pursuant to Paragraph 6, notices of default sent by either party including any notice intending to start a cure period under Paragraph 14 or 17 or any notice sent to change the notice address of Landlord or Tenant must be sent to the address set forth below either by (i) United States mail sent via Certified Mail, Return Receipt Requested, or by (ii) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery.

As to Landlord:

KANSAS CITY I, LLC  
c/o Principal Commercial Real Estate Company  
15455 Conway Road  
Chesterfield, Missouri 63017  
Attn: Paul Stone  
(314) 270-5991

As to Tenant:

For U.S. Mail:

Lease Administration Department  
FAMILY DOLLAR STORES OF MISSOURI, INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

-or-

For Commercial  
Delivery:

Lease Administration Department  
FAMILY DOLLAR STORES OF MISSOURI, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105





Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this Paragraph. All rent and other payments will be made by Tenant's check payable to Landlord and mailed to Landlord at the first address designated above unless Tenant elects to make payments to Landlord by direct deposit into Landlord's bank account. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives either: (i) a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the demised premises, or (ii) a copy of the deed signed by Landlord transferring ownership of the demised premises or a copy of an assignment of this Lease signed by Landlord.

3. RECORDING: Landlord agrees, at Landlord's expense, to cause a memorandum of this Amendment ("Memorandum") acceptable to Tenant to be recorded in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction where the demised premises and shopping center are located, and Landlord will return the recorded Memorandum to Tenant within 30 days after execution of this Amendment. If Landlord fails to return the recorded Memorandum to Tenant within the 30-day period, then Tenant may proceed to record on behalf of Landlord and Landlord will promptly reimburse Tenant for all expenses in connection with the recordation.

4. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that the Landlord is lawfully seized of the demised premises, and has good title thereto; and that no consent or approval of any mortgagee of the demised premises or the shopping center or any other entity is required.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

\*\*\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\*\*\*



It is mutually understood and agreed that the Lease will remain in full force and effect, except as the Lease is specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease that are not modified or amended by this Amendment are hereby ratified and confirmed.

LANDLORD

WITNESSES:

Print Name: MIKE RIZZO

KANSAS CITY I, LLC

By: [Signature] (SEAL)

Print Name: Gary M. Rosenbaum

Title: Managing Member

TENANT

ATTEST:

FAMILY DOLLAR STORES OF MISSOURI, INC.

[Signature]

Heather B. Adams  
Assistant Secretary

By:

[Signature]

Keith M. Gehl  
Senior Vice President  
Real Estate and Facilities





STATE OF MISSOURI

NOTARY

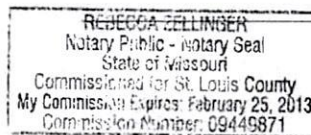
COUNTY OF St Louis

I, Rebecca Zellinger, a Notary Public in and for the aforesaid State and County, do hereby certify that Gary M. Rosenbaum, as Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of KANSAS CITY 1, LLC, the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 20 day of June, 2011.

My Commission expires:

2-25-13



Rebecca Zellinger  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, Heather Michelle Arnder, a Notary Public in and for the aforesaid State and County, do hereby certify that KEITH M. GEHL and HEATHER B. ADAMS, Senior Vice President-Real Estate and Facilities and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF MISSOURI, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 8th day of June, 2011.

Heather Michelle Arnder  
Heather Michelle Arnder  
Notary Public

My Commission expires:

March 2, 2016



Store # 1960

STATE OF MISSOURI  
COUNTY OF JACKSON

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 23<sup>rd</sup> day of January, 2014, by and between SILVER SHIELD, LLC ("Landlord"), and FAMILY DOLLAR STORES OF MISSOURI, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated August 20, 1991, as amended by Amendment to Lease Agreement dated March 9, 2007, and as further amended by Second Amendment to Lease Agreement dated June 8, 2011 (the "Lease") with respect to certain property situated in Landlord's shopping center located on Independence Avenue (U.S. Highway 24) at its intersection with Sterling Road in the City of Independence, County of Jackson, State of Missouri, as more specifically described in the Lease (the "demised premises") and identified by Tenant as Store #1960; and

WHEREAS, the current term of the Lease, being the third extended term, expires on December 31, 2014, and Landlord desires that Tenant allow the Lease term to be automatically extended through the next extended term, which Tenant is only willing to do if Landlord agrees to amend the Lease to add two (2) additional extended terms;

NOW, THEREFORE, in order to induce Tenant not to cancel the Lease as of the end of the current term, Landlord agrees with Tenant to amend the Lease as follows:

1. EXTENDED TERMS AND RENT. The current term of the Lease, being the third extended term, is scheduled to expire on December 31, 2014. The Lease provides for two remaining extended terms (the fourth and fifth extended terms). Landlord and Tenant hereby



agree that the Lease will be extended through the fourth extended term (January 1, 2015 through December 31, 2019). All of the terms, covenants and provisions of the Lease will remain unchanged including rent. Rent for the fourth extended term will be payable per the Lease in the amount of \$3,720.00 per month (\$44,640.00 per annum), plus percentage rent equal to 3% of gross sales in excess of \$1,488,000.00. Tenant is granted two (2) additional extended terms of five years each (said extended terms being referred to below as the sixth and seventh extended terms). The term of the Lease will be automatically extended through the additional extended terms unless Tenant gives written notice to Landlord canceling the next extended term at least 180 days before the extended term is scheduled to begin. All of the terms, covenants and conditions of the Lease, as amended by this Amendment, will apply to the new extended terms except the amount of rent will be as follows:

EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
6th 01/01/2025 through 12/31/2029	\$4,830.00/month (\$57,960.00/annum)	3% over \$1,932,000.00/annum
7th 01/01/2030 through 12/31/2034	\$5,554.50/month (\$66,654.00/annum)	3% over \$2,221,800.00/annum


For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" will mean the current term and any extended term that comes into effect pursuant to the Lease as amended.

2. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment and that all required consents and approvals of any mortgagees of the demised premises or the shopping center and any other entities have been obtained.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESS:

  
Print Name: Yuen R. Lu

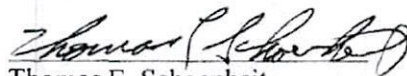
LANDLORD  
SILVER SHIELD, LLC

By:  (SEAL)

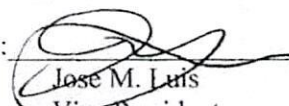
Print Name: EDWARD J. JOLY

Title: Property Manager

ATTEST:

  
Thomas E. Schoenheit  
Assistant Secretary

TENANT  
FAMILY DOLLAR STORES OF MISSOURI, INC.

By:   
Jose M. Luis  
Vice President  
Real Estate Development



STATE OF \_\_\_\_\_

NOTARY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State and County, do hereby certify that \_\_\_\_\_, personally appeared before me this day and that by the authority duly given and on behalf of \_\_\_\_\_ acknowledged the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

~~SEE CALIFORNIA ACK BELOW.~~

Notary Public

ACKNOWLEDGMENT

My Commission Expires:

State of California, County of SAN FRANCISCO  
On JAN 23, 2014 before me, STEVE WONG (notary public),  
personally appeared EDWARD JONG

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Steve Wong (Seal)



STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, Allison R. Heafner, a Notary Public in and for the aforesaid State and County, do hereby certify that JOSE M. LUIS and THOMAS E. SCHOENHEIT, Vice President - Real Estate Development and Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF MISSOURI, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 15 day of January, 2014.

Allison R. Heafner  
Notary Public



Commission Expires: 12/19/16