LIQUOR CONTROL REVIEW BOARD
Wednesday, September 2, 2020
11:00 A.M.

AGENDA

“As the result of an executive order issued by Governor J.B. Pritzker suspending in-person attendance requirements for public meetings, the Liquor Control Review Board members and City staff will be participating in this meeting remotely. Due to public health concerns, residents will not be able to provide public comments in-person at the meeting. Those wishing to make public comments may submit written comments in advance or sign up to provide public comments by phone or video during the meeting.

Community members may watch the Liquor Control Review Board meeting online through the Zoom platform:

Topic: City of Evanston Liquor Control Review Board - 9/2/2020
Time: Sep 2, 2020 11:00 AM Central Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/95479108200?pwd=bktFenJHUiQaUJMMnIXQmd6ai9JQT09

Meeting ID: 954 7910 8200
Passcode: 782267
One tap mobile
+13126266799,,95479108200#,,,,0#,782267# US (Chicago)
+13017158592,,95479108200#,,,,0#,782267# US (Germantown)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 301 715 8592 US (Germantown)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)

Meeting ID: 954 7910 8200
Passcode: 782267
1. CALL TO ORDER

2. SUSPENSION OF THE RULES: Members participating electronically or by telephone

3. APPROVAL OF MEETING MINUTES
   July 2, 2020

4. NEW BUSINESS
   a. Clarke’s, d/b/a Clarke’s
      804 Davis Street, Evanston, IL 60201
      Request for a Class C (Restaurant) License
      Notice sent to applicant on August 18, 2020 and Alderman Donald Wilson on August 19, 2020.

   b. Few Spirits, d/b/a Few Spirits
      918 Chicago Avenue, Evanston, IL
      Request for a Class P-5 License
      Notice sent to applicant on August 18, 2020 and Alderman Melissa Wynne on August 19, 2020.

   c. Palmhouse Productions, LLC d/b/a Palmhouse
      619 Howard Street, Evanston, IL 60202
      Request for Class D license
      Notice sent to applicant on August 20, 2020 and Alderman Ann Rainey on August 20, 2020

   d. Garilaci, LLC d/b/a Vinissimo
      2120 Central Street, Evanston, IL 60201
      Request for Class K license
      Notice sent to applicant on August 20, 2020 and Alderman Eleanor Revelle on August 20, 2020

   e. Proposed changes to Liquor Code Section 3-4-6, “Classification and License Fees” are:
      i. Class D liquor license: The proposed amendment to the Class D liquor license would reduce the number of Class D liquor licenses from sixty (60) to fifty-nine (59) after Furious Spoon at 1700 Maple Avenue ceased operations in Evanston.

5. ADJOURNMENT
CALL TO ORDER
The Local Liquor Control Commissioner/Mayor Stephen H. Hagerty called the meeting to order at 11:03 a.m. Liquor Commissioner/Mayor Hagerty called for the virtual/telephone meeting, seconded by Marion Macbeth.

APPROVAL OF PRIOR MEETING MINUTES
Liquor Commissioner/Mayor Hagerty moved to approve the minutes from their March 4, 2020 meeting, seconded by Macbeth.

NEW BUSINESS

1. Brinker Restaurant Corporation, d/b/a Chili’s Grill & Bar
   1765 Maple Avenue, Evanston, IL 60201

   Grace Yang on behalf of Chilis Grill & Bar, requested a Class C (Restaurant) liquor license. The restaurant has been in the community for many years. Yang informed that the franchise was interested in converting the restaurant to a company owned Chili’s location, instead of franchise owned. Assistant City Attorney Brian George confirmed that the application submitted was in order and had no concerns. Liquor Commissioner/Mayor Hagerty asked the members if there were any further questions or concerns over the request. The Members of the Board did not have any further questions. Liquor Commissioner/Mayor Hagerty moved to recommended approval of the liquor license and that Staff forward Chili’s Grill & Bar’s application to City Council for approval, seconded by Macbeth.

   Liquor Commissioner/Mayor Hagerty recommended Yang follow up with second ward Alderman Peter Braithwaite so the item could be added for suspension of the rules, for introduction and action.
UPDATE TO THE EVANSTON LIQUOR CONTROL CODE

Assistant City Attorney Brian George informed the members of the proposed change to 3-4-6 Class S Liquor License for the American Legion. Currently the American Legion is exclusive only to members and their guests, and the change would grant non-members entry. The American Legion is interested in serving more to the public and they have outdoor seating options and as a result the liquor license fee would increase from $500 to $2,800.

On behalf of the American Legion Brett Hallogren wants to expand to the general public and abide by the general rules. The organization wants to amend the code rather than move to a class D license to preserve their legacy as the organization has been around for over 100 years. The establishment is following social distancing rules during the Covid-19 pandemic. Hallogren requested a lower liquor license fee since American Legion is not competition with some of the other restaurants in the area.

Alderman Eleanor Revelle inquired about the food offered. Hallogren stated that currently frozen pizza is served and they have a commercial kitchen license and are considering doing more food but they require more upgrades. Alderman Revelle also asked if a golfer from Canal Shores wanted to go get a beer was that possible. Hallogren replied that it was not prohibited since they are non-members, but they could apply for membership. There are three memberships, Veteran, SAL (Son of an American Legion) Booster (Members of the community). Alderman Revelle asked if the patio is City or MWRD property. Hallogren stated that they are on City/Canal Shores property. Liquor Commissioner/Mayor Hagerty asked if hotdogs and hamburgers were served. Hallogren answered that it was too much work to continue to do, but a possibility in the future. Assistant City Attorney George will follow up with the Collectors office to see if the liquor license could be prorated.

Alderman Revelle stated that she would like this item to be added for suspension of the rules; for introduction and action.

The Members of the Board did not have any further questions. Liquor Commissioner/Mayor Hagerty moved that Staff forward the proposed changes to City Council for approval, seconded by Macbeth.

ADJOURNMENT
The meeting was adjourned at 11:29 a.m. by Liquor Commissioner/Mayor Hagerty, seconded by Macbeth.

Respectfully Submitted,
Lolita Thomas
Admin Lead, Law Department
City of Evanston
Application for Liquor License

Date: 7/14/2020

☐ New business
☐ Change of Ownership/Corporation
☐ Change of License Class

Liquor Class: D
Initial license Fee: $2,800

1. APPLICANT
A. Corporation name:
Clarke's off Campus INC

B. Business name:
Clarke's off Campus

C. Previous business name (if dba changed):

D. Business address (city, state, zip code):
804 Davis St. Evanston, IL. 60201

E. Business telephone:
847-864-1610

F. Business website:
www.clarkesdiner.com

G. Business Email:
clarkeoffcampus@hotmail.com

H. Illinois business tax number:

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
804 Davis St.

B. Full description of the location including floor layout, specific floors, rooms,
etc. (attach a site plan):
Dining Room

C. Is the business required to be located within the "Retail Package Store Area"?
☐ Yes  ☐ No
If yes, is it located within the "Retail Package Store Area"?
☐ Yes  ☐ No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business type:  ☐ Restaurant  ☐ Hotel  ☐ Package store  ☐ Grocery store  ☐ Other (explain below):

Describe the nature of the business / principal kind of business:
Restaurant serving Breakfast, Lunch and Dinner

Liquor to be served and/or sold:
☐ Alcoholic liquor  ☐ Beer and Wine only  ☐ Wine only

Days and times liquor is served:
☐ Sunday 11am to 3pm  ☐ Monday 4pm to 9pm  ☐ Tuesday 4pm to 9pm  ☐ Wednesday 4pm to 9pm
☐ Thursday 4pm to 9pm  ☐ Friday 4pm to 10pm  ☐ Saturday 4pm to 10pm

Liquor will served or sold by:
☐ Glass  ☐ Bottle  ☐ Can  ☐ Waitstaff  and/or  ☐ Over the counter
# City of Evanston annual Liquor License Application

## 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>D. How many tables are or will be in the restaurant? <strong>25</strong> What is the seating capacity? <strong>88</strong></td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>F. Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>D. Does the hotel have at least 50 regular rooms for transients?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>E. Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>If your response is “No,” skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Is the package store premises located in the “retail package store area” as defined by the attached map?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition of a “package store”?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
</tbody>
</table>

## 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8.</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>B. Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? <strong>sq.ft.</strong></td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>D. Does the grocery store currently hold or has applied for a City of Evanston food license?</td>
<td>✔️</td>
<td>☐️</td>
</tr>
<tr>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
City of Evanston annual Liquor License Application

8. PREMISES OWNERSHIP INFORMATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the corporation own the premises for which this liquor license is being sought? yes no</td>
<td></td>
</tr>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought? yes no</td>
<td></td>
</tr>
<tr>
<td>C. What is the period covered by the lease? August 2019 to July 2025</td>
<td></td>
</tr>
<tr>
<td>D. What is the name of the Landlord? Daniel Kelch</td>
<td></td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.)</td>
<td></td>
</tr>
</tbody>
</table>

9. ELIGIBILITY QUESTIONS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Has the owner or any relative had a business or liquor license revoked? yes no</td>
<td></td>
</tr>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston? yes no</td>
<td></td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? yes no</td>
<td></td>
</tr>
<tr>
<td>D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? yes no</td>
<td></td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td></td>
</tr>
</tbody>
</table>

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date 07/14/2020
City of Evanston Liquor License Application

AFFIDAVIT

State of ILLINOIS   
) SS
County of COOK    
)

The undersigned hereby makes application for a Class D liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this 13th day of July, 2020

Vasiliki Drebos
Notary Public

"OFFICIAL SEAL"
VASILIKI DREBOS
Notary Public, State of Illinois
My Commission Expires 8/13/2022
# City of Evanston annual Liquor License Application

## CORPORATE INFORMATION FORM
(Supplement A)

**Applicants must file business with Secretary of State:**

**Name of Corporation/Partnership:** CLARKES OFF CAMPUS INC

**Corporate Address:**

804 DAVIS ST EVANSTON, IL 60201

**Corporate Ph #:** (847) 864-1610  
**Corporate Email:** CLARKESOFFCAMPUS@HOTMAIL.COM  
**FEIN:** [Redacted]

### Business Status:

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized:</th>
<th>SEPT 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/Organization filed:</td>
<td>9/28/2018</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>9/28/2018</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>9/28/2018</td>
</tr>
</tbody>
</table>

Are there any amendments to Articles of Incorporation?  
(If yes, provide date filed)  
☑ Yes  
☐ No  
**Date Amendment Filed:** 7/15/2019

### What are the total shares of stock created by this Corporation?  
1000

### H. List stockholders with 5% or more in holdings  
(corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yolanda Ewing</td>
<td>100</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  
☑ Yes  
☐ No

Has the Corporation attached evidence of Good Standing with the State of Illinois?  
☑ Yes  
☐ No

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?  
☑ Yes  
☐ No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation?  
Serve Food

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?  
☑ Yes  
☐ No
City of Evanston annual Liquor License Application

SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

Corporation/Partnership Name: CLARKES OFF CAMPUS INC

Business Name: CLARKES OFF CAMPUS

PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Middle Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>YOLANDA</td>
<td>EWING</td>
<td>M</td>
</tr>
</tbody>
</table>

Title: ☑ Sole Owner ☐ Partner ☐ Corp Officer ☑ Site Manager ☐ Director ☐ Other: (____)  

% of Stock Ownership:

Current Residential Address:  

Home Phone:  

Work Phone: 847-864-1610

Cell Phone:  

E-mail: CLARKESOFFCAMPUS@HOTMAIL.COM

Place of Birth (City, State and Country):

Date of Birth (MM/DD/YYYY):

Are you a citizen of the United States? ☑ Yes ☐ No, I am a citizen of:

Naturalized Citizen: ☐ No ☑ Yes

Naturalization Information:

City:

State:

County:

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

1. Address:  

City:

State:

Zip:

2. Address:  

City:

State:

Zip:

3. Address:  

City:

State:

Zip:

EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>1. Name of Employer/Business</th>
<th>Position</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLARKES</td>
<td>MANAGER</td>
<td>2010</td>
<td>Current</td>
</tr>
</tbody>
</table>

Address (City, State, Zip):  

720 CLARK STREET EVANSTON, IL 60201

Telephone:

Reason for Leaving:

2. Name of Employer/Business:

Address (City, State, Zip):

Telephone:

Reason for Leaving:

3. Name of Employer/Business:

Address (City, State, Zip):

Telephone:

Reason for Leaving:
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- If yes, please attach a copy of your BASSET certification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- If no, when do you expect to complete BASSET certification:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>B. Have you completed the fingerprint/background check process with the City of Evanston?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- If no, when do you expect to submit fees and fingerprints?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Have you ever been arrested for any violation related to alcohol possession or consumption, at any time?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>- If yes, please set forth all details regarding same, and what the final disposition of the charge was.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you have answered "Yes" to (C), (D), (E) or (F), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission ☑ YES ☐ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer's license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untrue, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Shareholder/Site Manager Signature ________________________________ Date ________________________________

State of Illinois, SS.

County of Cook

Subscribed and sworn to before me this 12 day of July, 2023

Vasiliki Drebos

Notary Signature ________________________________

“OFFICIAL SEAL”

VASILIKI DREBOS
Notary Public, State of Illinois
My Commission Expires 8/13/2022
(seal)
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: ______

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, ______
of the City of __________, County of COOK, and State of ILLINOIS, a corporation organized and existing under the laws of the State of ILLINOIS, as Principal and __________, organized and existing under the law of the State of ILLINOIS, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 10 DAY OF JULY, 2020.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 15 DAY OF JULY, 2020.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
City of Evanston annual Liquor License Application

PRINCIPAL

Signed, sealed, and dated this ____ DAY OF ____ , 20____.
By:
Title:
State of

County of

(affix seal)

SURETIES

Signed, sealed, and dated this ____ DAY OF ____ , 20____.
By:
Title:
State of

County of

(affix seal)

(affix seal)

State of

County of

(affix seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by

Yolanda Ewing

this 15th day of July, 2020.

Vasiliki Drebos

Notary Signature

"OFFICIAL SEAL"

VASILIKI DREBOS

Notary Public, State of Illinois

My Commission Expires 8/13/2022
Jul 8, 2020
7:05pm

Transaction ID
pi_0H2nGicCdddWLXIGScUVrVw1

Receipt for Liquor License Background/Fingerprint Fee Form
pi_0H2nGicCdddWLXIGScUVrVw1

Message for me friends!

Billing Address
Yolanda Ewing

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Fee</td>
<td>$43.25</td>
</tr>
<tr>
<td>One applicant - $43.25</td>
<td></td>
</tr>
</tbody>
</table>

Total $43.25

Credit Card: [ Redacted ] Amount Paid: $43.25
This lease is made and entered into as of the ___________ day of ________, 2019 by and between Daniel Kelch, agent for Maddy & Livy LLC (hereinafter referred to as “Landlord”) and Clarke’s Off Campus, Inc. an Illinois corporation, (hereinafter referred to as “Tenant”).

Article 1 - Grant of Lease; Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises located at and known as 804 Davis St. Evanston, Illinois, 60201. (hereinafter referred to as the “Premises”)

Article 2 - Term; Possession

2.1 Term. The initial term of this Lease shall be for three (3) years and shall commence on August 1st, 2019 and end on July 31st, 2022, unless sooner terminated or extended as provided herein. The term of this Lease may be extended according to Tenant’s option to extend the Lease as described in Article 4.

2.2 Tenant Contingency. The Lease is contingent upon Tenant receiving all necessary municipal licenses and permits to construct and operate a restaurant with a liquor license if desired. Tenant shall diligently pursue all licenses and approvals and Landlord shall cooperate where and when necessary. Tenant shall have until the Commencement date of August 1st to satisfy or waive the Tenant Contingency.

Article 3 – Base Rent & Options to Extend

3.1 Rent Abatement. Beginning on Commencement Date of Lease (August 1, 2019) Base Rent, as described below, shall be abated for two months.

3.2 Initial Base Rent. Tenant shall pay Landlord a monthly rental (hereinafter referred to as Base Rent) commencing on August 1, 2019 and continuing on the first day of each calendar month thereafter during the term hereof in monthly amounts as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Start Date</th>
<th>End Date</th>
<th>Rent Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>August 1, 2019 through September 30, 2019</td>
<td>$7982.00</td>
<td></td>
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<tr>
<td>2</td>
<td>October 1, 2019 through July 31, 2020</td>
<td>$7982.00</td>
<td></td>
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<tr>
<td>3</td>
<td>August 1, 2020 through July 31, 2021</td>
<td>$8141.64</td>
<td></td>
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<tr>
<td>4</td>
<td>August 1, 2022 through July 31, 2023</td>
<td>$8345.19</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>August 1, 2023 through July 31, 2024</td>
<td>$8553.82</td>
<td></td>
</tr>
</tbody>
</table>

1
3.3 First Option to Extend. Landlord hereby grants to Tenant an option to extend the Term of the Lease on the same terms, conditions and provisions as contained in the Lease, for an additional period of five (5) years beginning August 1, 2024 and terminating on July 31, 2029. Tenant retains the right to exercise the First Option only upon the following conditions:

(a) Tenant is not in default of any term of the Lease beyond any applicable notice and cure period.
(b) The First Option shall be exercised by written notice to Landlord given not later than nine (9) months prior to the end of the initial Term.
(c) The monthly base rent during this First Option Term shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>August 1, 2024 through July 31, 2025</td>
<td>$8767.67</td>
</tr>
<tr>
<td>7</td>
<td>August 1, 2025 through July 31, 2026</td>
<td>$8986.87</td>
</tr>
<tr>
<td>8</td>
<td>August 1, 2026 through July 31, 2027</td>
<td>$9211.55</td>
</tr>
<tr>
<td>9</td>
<td>August 1, 2027 through July 31, 2028</td>
<td>$9441.84</td>
</tr>
<tr>
<td>10</td>
<td>August 1, 2028 through July 31, 2029</td>
<td>$9677.89</td>
</tr>
</tbody>
</table>

3.4 Second Option to Extend. Landlord hereby grants to Tenant an option to extend the Term of the Lease on the same terms, conditions and provisions as contained in the Lease, for an additional period of five (5) years beginning August 1, 2029 and terminating on July 301, 2034. Tenant retains the right to exercise the Second Option only upon the following conditions:

(a) Tenant is not in default of any term of the Lease beyond any applicable notice and cure period.
(b) The First Option shall be exercised by written notice to Landlord given not later than nine (9) months prior to the end of the initial Term.
(c) The monthly base rent during this Second Option Term shall be as follows:

<table>
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<th>Rent</th>
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</thead>
<tbody>
<tr>
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<td>$9919.84</td>
</tr>
<tr>
<td>12</td>
<td>August 1, 2030 through July 31, 2031</td>
<td>$10167.84</td>
</tr>
<tr>
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<td>August 1, 2031 through July 31, 2032</td>
<td>$10422.04</td>
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<tr>
<td>14</td>
<td>August 1, 2032 through July 31, 2033</td>
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</tr>
<tr>
<td>15</td>
<td>August 1, 2033 through July 31, 2034</td>
<td>$10949.67</td>
</tr>
</tbody>
</table>

Article 4 – Additional Rent Adjustments

4.1 Rental as Net Payment (Triple Net). Landlord and Tenant agree that, except as specifically provided in this Lease, the rental due hereunder shall be completely net payment to Landlord:
(a) all cost of operating the Leased Premises, including real estate taxes, other taxes, common area maintenance (hereinafter referred to as “CAM”), special assessments or other expenses necessary or appropriate in connection with the operations or maintenance of the Leased Premises shall be the responsibility of Tenant.
4.2 Tax Adjustments. In addition to paying the Base Rent specified in Article 4, Tenant shall also pay as additional rent all real estate taxes, whether general or special, any other federal, state or local governmental charge which may now or hereafter be levied, assessed or imposed against the real property.

(a) Landlord shall be responsible for payments of all real estate taxes to the applicable governmental department when due.
(b) Tenant shall pay Landlord monthly payments of one-sixth of the most recent real estate tax bill on the first of each month. Initial monthly real estate tax payment is $4186.02
(c) Tenant may pay the Real Estate Tax Adjustment in the same payment as the Base Rent.
(d) Upon termination of the Lease, Tenant shall not be responsible for any payment of real estate taxes after Tenant delivers the final Rent payments to Landlord as required under this Lease.

4.3 CAM Assessments. In addition to paying the Base Rent specified in Article 4, Tenant shall also pay as additional rent all CAM and insurance charges, whether general or special, as assessed by the Landlord and Optima Towers Commercial Association.

(a) Landlord shall be responsible for payments of all CAM charges to the Optima Towers Commercial Condo Association when due.
(b) Tenant shall pay Landlord monthly payments of all CAM charges due. Initial monthly CAM charge is $1407.28
(c) Tenant may pay the CAM charges in the same payment as the Base Rent.
(d) Upon termination of the Lease, Tenant shall not be responsible for any payments of CAM charges after Tenant delivers the final Rent payments to Landlord as required under this Lease.
(e) See exhibit “A” attached to the Lease which sets forth initial itemized CAM expenditures.

4.4 Manner of Payments. Base rent, rent adjustments and all other amounts becoming due from Tenant to Landlord shall be paid in lawful currency of the United States to Landlord at the office of Landlord or as otherwise designated from time to time by written notice from Landlord to Tenant. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease and Rent shall be paid without any setoff, abatement, counterclaim or deduction whatsoever except as may be expressly provided herein or provided by law.

4.6 Utilities – Charges. Tenant is responsible for all utilities and services not covered by CAM charges from Optima Towers Commercial Condominium Association. Landlord and Tenant shall cooperate in changing the responsible parties on the accounts from Landlord to Tenant to begin on the Commencement date of July 1, 2019.
In Witness whereof, Landlord and Tenant have executed this Lease for the Premises located at
804 Davis St. Evanston, IL 60201

Tenant:
Clarkes Off Campus, Inc.

By: [Signature]

Dated: 9.20.19

Landlord:
Maddy & Livy LLC

By: [Signature]

Dated: 9.20.19

State of Illinois
County of Cook

I, the undersigned, a Notary Public in and of for said County, in the State aforesaid, do hereby
 certify that [Signature] and [Signature] signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein
set forth.

Given under my hand and Notarial Seal this 20 day of September 2019

[Signature]

Notary Public
Lease to Purchase Option Agreement

This agreement dated the 20 day of September, 2019. Is by and between

Daniel Kech
(herein after referred to as “Seller/Landlord”) and

Yolanda Swift
(herein after referred to as “Buyer/Tenant”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Seller/Landlord hereby grants to Buyer/Tenant an exclusive option to purchase the real property described as
804 Davis St. Evanston, IL 60201. (herein after referred to as the “Property”) strictly according to the terms
and conditions contained herein (herein after referred to as the “Option to Purchase Agreement”), which real
property is the subject of that certain Commercial Lease Agreement by and between Seller/Landlord and
Buyer/Tenant.

1) Term of Option. This option to purchase shall commence on the 1st day of August 1, 2019 and shall
expire null and void at 12 o’clock midnight on July 31st, 2022.

2) Exclusivity of Option. This option to purchase is exclusive and non-assignable. Any attempted
assignment, delegation, transfer or conveyance of this option to purchase without the
Seller/Landlord’s express written permission is void.

3) Notice Required to Exercise Option. Buyer/Tenant may only exercise this option to purchase by
delivering written notice of intent to purchase to Seller/Landlord. Such notice must specify a closing
date to occur prior to the option expiration date set forth in paragraph 1 above.

4) Option Consideration. Buyer/Tenant shall remit option consideration in the sum of $100,000.00
 to Seller/Landlord upon execution of this Option to Purchase Agreement, which amount is non-
 refundable. In the event Buyer/Tenant timely exercises this option, is not in default of the Lease
 Agreement and actually closes the conveyance of the Property, the option consideration shall be
 credited to the purchase price at closing. If Buyer/Tenant fails to exercise this option, defaults in the
 Lease Agreement or fails to close the conveyance, the option fee shall not be refunded.

5) Payment Terms of Option Consideration. Buyer/Tenant shall remit to Landlord/Seller the Option
 Consideration sum of $100,000.00 in the following manner.

   a) Fifty thousand ($50,000.00) in cash remittance.

   b) Tenant shall repair the coil in the existing HVAC unit located in the unit. Tenant shall use
      George & Sons HVAC, Inc. for the coil replacement. The bid for replacing the coil is $17,918.00

   c) Tenant shall pay $2500.00 as additional rent every month until $32,082.00 has been paid in full.

   d) If Buyer/Tenant fails to exercise this option, defaults in the Lease Agreement or fails to close
      the conveyance, no part of these option fees shall be refunded.
6) **Purchase Price.** The total purchase price for the Property pursuant to this Option to Purchase Agreement is $1,500,000.00. If Buyer/Tenant timely exercises this option, is not in default of the Lease Agreement and actually closes the conveyance of the Property, the Buyer/Tenant shall be credited, at closing, the sum of $2,554.17 from each monthly lease payment if every monthly lease payment was timely remitted to Seller/Landlord pursuant to the Lease Agreement. The monthly credit of $2,554.17 shall be accrued every month that timely remittance was made up to a maximum credit of $61,300.00. If Buyer/Tenant timely exercises this option, is not in default of the Lease Agreement, chooses and actually closes the conveyance of the Property by September 30th, 2021, an additional bonus credit of $13,700.00 shall be applied at closing.

7) **Closing and Settlement.** Closing and settlement shall be at a title company designated by the Buyer/Tenant. All closing cost and any points, fees and/or charges imposed by the Buyer/Tenant’s lender shall be the sole responsibility of the Buyer/Lender, including but not limited to survey, title, closing escrows, appraisal, environmental due diligence. Seller/Landlord shall only be responsible for its pro-rated share of the ad valorem taxes due as of the date of closing. It is the Buyer/Tenant’s sole responsibility to arrange financing for the transactions. Seller/Landlord has made no representations to Buyer/Tenant regarding the availability of financing of/or Buyer/Tenants ability to qualify for financing. As part of the closing the parties shall terminate the Lease in writing as of the closing date.

8) **Remedies Upon Default.** In the event of any such default by Buyer/Tenant of this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Seller/Landlord at law or in equity, Seller/Landlord shall have the option to terminate this Option to Purchase Agreement and all rights hereunder by giving written notice of termination. Tenant/Buyer is not entitled to any refund of rent or option consideration whatsoever. All of the terms and conditions of the Lease Agreement must be complied with in order for this option to be enforceable. In the event this Option to Purchase Agreement conflicts with any part of the corresponding Lease Agreement, the terms and conditions for this Option to Purchase Agreement shall be superior and prevail.

9) **Commissions.** There will be no real estate commissions paid as a result of this transaction.

10) **Modification.** Any modification of any portion of this Option to Purchase Agreement must be made in writing and signed by both parties.

11) **Time of Performance.** Time is of the essence in this Option to Purchase Agreement.

12) **Entire Agreement.** As written, this Option to Purchase Agreement constitutes the final, entire agreement between the Buyer/Tenant and Seller/Landlord. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or oral. Seller/Landlord makes no representations or warranties regarding the Property which shall be purchased by Buyer/Tenant in an as is, where is, condition and state.

13) **Financing Disclaimer.** The parties to this Option to Purchase Agreement acknowledge that speculation of availability of financing or assumption of existing loans towards the purchase of this property is impossible to predict. Therefore the parties agree that these items shall not be a condition of performance of this Option to Purchase Agreement, and the parties agree they have not relied upon any representation or warranties by either parties.
As to Seller/Landlord this 20 day of \textbf{September}, 2019.

Seller/Landlord:

Sign: \underline{Daniel Kelch} \hfill Print: \underline{Daniel Kelch}

Date: \underline{9-20-19}

As to Buyer/Tenant, this 20 day of \textbf{September}, 2019.

Buyer/Tenant:

Sign: \underline{Yolanda Swirl} \hfill Print: \underline{Yolanda Swirl}

Date: \underline{9-20-19}

IN WITNESS WHEREOF, Seller/Landlord and Buyer/Tenant have executed this Lease with Option Agreement.

State of Illinois

County of Cook

I, the undersigned, a Notary Public in and of for said County, in the State aforesaid, do hereby certify that \underline{Daniel Kelch} \hfill \underline{Yolanda Swirl} and \underline{[blank]} personally known to me to be the same person whose name is subscribed to the following instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of \textbf{September}, 2019.

\underline{[Signature]}

Notary Public
Personal Guaranty

In consideration of and as an inducement for the granting, execution and delivery of the foregoing Lease dated July 1, 2019 by and between Maddy & Livy LLC (Landlord) and Clarke’s Off Campus Inc., (Tenant), the undersigned, (i) Daniel Kelch and (ii) Upland Event (collectively “Guarantor”), hereby guarantees to the Landlord the full and prompt payment of rent, including but not limited to the Annual Base Rent, any additional rent and any and all other sums and charges payable by the Tenant, its heirs, legal representatives, successors and assigns under the lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and any agreements therein provided to be performed and observed by the Tenant, (hereinafter referred to as the “Guaranty”).

The Guarantor further covenants and agrees to and with the Landlord that if default shall at any time occur in the payment of any such Rent, or any other such sums and charges payable by the Tenant under this Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, the Guarantor shall and will immediately pay such Rent and other such sums and charges to the Landlord and shall and will faithfully perform and fulfill all of such terms, covenants, conditions and provision, and will pay to the Landlord all damages that may arise in consequence of any default by the Tenant under the Lease, including, without limitation, all reasonable attorneys fees and disbursements incurred by the Landlord or caused by such Tenant Default and or by the enforcement of this Guaranty.

The Guaranty is an absolute and unconditional Guaranty of payment and performance. It shall be enforceable against the Guarantor without the necessity for any suit or proceedings on the Landlord’s part of any kind or nature whatsoever against the Tenant and without the necessity of any notice of nonpayment, non-performance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives. The Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no manner be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or the reason of any extension of time that may be granted by the Landlord to the Tenant or by reason of any dealings or transactions or matter or thing occurring between the Landlord and the Tenant whether or not notice thereof if given to the Guarantor.

In the event the Guaranty is revoked by the Guarantor, said revocation shall have no effect on the continuing liability of the Guarantor in unconditionally guaranty the prompt payment and performance of all obligations which arose under the Lease. The Guarantor further represents and warrants to the Landlord, as an inducement for it to make the Lease, that the Guarantors have a financial interest in the Tenant.
All of the Landlord’s right and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein and herein mentioned is intended to be in exclusion or a waiver of any of the others. Notwithstanding anything to the contrary contained herein the maximum liability of Guarantors hereunder shall be the less of (i) the amount of Base Rent, real estate taxes, CAM charges and any other charges due for the succeeding twelve (12) Lease Months of the Term of the Lease, as the Term may have been extended from time to time, following the date of the default by Tenant, or (ii) the amount of Base Rent, real estate taxes and CAM charges, and any other charges due for the remainder of the Term of the Lease, as the Term may have been extended from time to time, following the date of default by Tenant, plus any fees, expenses and other costs incurred by Landlord in connection herewith.

This Guaranty shall insure to the benefit of the Landlord, its successors and assigns and shall be binding on the heirs, administrators, legal representatives, successors and assigns of the Guarantor. In the event this Guaranty is signed by two or more individuals all obligations of the Guarantor under this Guaranty shall be joint and several. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of this date and year.

State of Illinois
County of Cook

I, the undersigned, a Notary Public in and of for said County, in the State aforesaid, do hereby certify that

[Names]

personally known to me to be the same person whose name is subscribed to the following instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of September, 2019

[Signature]

Notary Public
FORM BCA 10.30
ARTICLES OF AMENDMENT
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62756

File # 7199-892-4

Approved: DCH

Filing Fee: $50

FILED
Jul 15, 2019
Jesse White
Secretary of State

1. Corporate Name:
YOSTYLE NIKKOS DINER, INC.

2. Manner of Adoption of Amendment:
The following amendment to the Articles of Incorporation was adopted on Jun 25, 2019, in the manner indicated below:

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the Articles of Incorporation were voted in favor of the amendment.

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10.

☒ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.

3. Text of Amendment:
When amendment effects a name change, insert the New Corporate Name below.

Article I: Name of the Corporation:
CLARKE'S OFF CAMPUS, INC.

4. The undersigned Corporation has caused these Articles to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated Jul 15, 2019, Year

Exact Name of the Corporation:
YOSTYLE NIKKOS DINER, INC.

YOLANDA EWING
Authorized Officer's Signature

PRESIDENT
Title

This document was generated electronically at www.cyberdriveillinois.com
FORM BCA 2.10
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: $150
Franchise Tax: $25
Total: $175

File #: 719988924

Approved By: JXR

FILED
SEP 28 2018
Jesse White
Secretary of State

1. Corporate Name: YOSTYLE NIKKOS DINER, INC.

2. Initial Registered Agent: DAVID GOODRICH

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

<table>
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<tr>
<th>Class</th>
<th>Number of Shares Authorized</th>
<th>Number of Shares Proposed to be Issued</th>
<th>Consideration to be Received Therefor</th>
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<tr>
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<td>1000</td>
<td>1000</td>
<td>$1000</td>
</tr>
</tbody>
</table>

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated SEPTEMBER 28, 2018

YOLANDA EWING

This document was generated electronically at www.cyberdriveillinois.com
**Certificate of Liability Insurance**

**Producer:** Reliant Insurance Agency, Inc.  
1600 Golf Road  
Suite 1200  
Rolling Meadows, IL 60008

**Insured:** Clarke's off Campus  
804 Davis St  
Evanston, IL 60201-5604

---

**Coverage Details:**

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<th>Limit</th>
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<td>UMBRELLA LIABILITY</td>
<td></td>
</tr>
<tr>
<td>LIQUOR LIABILITY</td>
<td>$1,000,000</td>
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</tbody>
</table>

**Insurer Affording Coverage:**  
Amtrust

---

**Description of Operations / Locations / Vehicles:**

The City of Evanston as holder and Additional Insured as respects the General Liability

---

**Certificate Holder:**  
City of Evanston  
2100 Ridge Avenue  
Evanston, IL 60201-2798

---

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

---

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
DEPARTMENT OF HEALTH & HUMAN SERVICES

Clarke's Off Campus

Is Hereby Licensed To Operate

CLARKE'S OFF CAMPUS

Located At

804 DAVIS ST

As A Food Establishment Under License Number

19FOOD-0021

No license shall be assigned, sold or transferred, nor shall any license authorize any person other than the applicant to conduct business under such license.

This license expires December 31, 2020

January 15, 2020

Director, Department of Health & Human Services

Date Printed

THIS LICENSE MUST BE POSTED AT ALL TIMES SO AS TO BE CLEARLY VISIBLE TO ALL PATRONS.
Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

<table>
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<th>71998924</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>CLARKE’S OFF CAMPUS, INC.</td>
</tr>
<tr>
<td>Status</td>
<td>ACTIVE</td>
</tr>
</tbody>
</table>

**Entity Information**

<table>
<thead>
<tr>
<th>Entity Type</th>
<th>CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Corp</td>
<td>DOMESTIC BCA</td>
</tr>
<tr>
<td>Incorporation Date (Domestic)</td>
<td>Friday, 28 September 2018</td>
</tr>
<tr>
<td>State</td>
<td>ILLINOIS</td>
</tr>
<tr>
<td>Duration Date</td>
<td>PERPETUAL</td>
</tr>
</tbody>
</table>

**Agent Information**

| Name              | ANGELA KOCONIS- GIBSON |

https://www.ilsos.gov/corporateLlc/CorporateLlcController
**Address**

CHICAGO, IL 60630

**Change Date**
Wednesday, 24 July 2019

---

**Annual Report**

Filing Date
Wednesday, 4 September 2019

For Year
2019

---

**Officers**

President
Name & Address
YOLANDA EWING,

Secretary
Name & Address
YOLANDA EWING,

---

**Old Corp Name**

07/15/2019
YOSTYLE NIKKOS DINER, INC.
Dear Yolanda Ewing,

Yolanda Ewing has successfully completed Illinois BASSET Alcohol Seller-Server. Please find a copy of the completion certificate attached.

Learner's username: ladigrace1204
Learner's email address: ************
Learner's phone no.: ***********

Thank you,
360training.com
Illinois BASSET
SELLER / SERVER CERTIFICATION

Trainee Name: Yolanda Ewing
Certificate #: 000017841727
Date of Completion: 08/24/2020

[Signature]
I, [Signature], certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

School Name: 360training.com dba Learn2Serve

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

Corporate Headquarters
6801 N. Capital of Texas Hwy, Bldg 1, Suite 250, Austin, TX 78731
Phone: 877.881.2235
City of Evanston
Application for Liquor License

1. APPLICANT
A. Corporation Name:
   FEW SPIRITS, LLC

B. Business Name:
   FEW SPIRITS, LLC

C. Previous Business Name (if dba changed):

D. Business Address: (City, State, Zip)
   918 CHICAGO AVE, ENSON IL 60202

E. Business Phone #: 312.399.1234
F. Business Website: 
G. II. Business Tax #:

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address Applying for Liquor License (exact address):
   918 CHICAGO AVE

B. Full Description of Location, layout, specify floors, rooms, etc (attach site plan):
   ONE FLOOR WITH BASEMENT FOR STORAGE

C. Is Business Required to be located in the "Package Store Area"?
   [ ] Yes   [ ] No

If yes, is it?
   [ ] Yes   [ ] No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business Type:
   [ ] Restaurant   [ ] Hotel   [ ] Package Store   [ ] Grocery Store
   [ ] Club   [ ] Other (explain): MICRO-DISTILLERY

Describe Nature of Business/Principle Kind of Business:

Liquor to be Served and/or Sold:
   [ ] Alcoholic Liquor   [ ] Beer & Wine Only   [ ] Wine Only

Day & Time Liquor will be Served:
   [ ] Sun_________   [ ] Mon_________   [ ] Tues_________   [ ] Wed_________
   [ ] Thur_________   [ ] Fri_________   [ ] Sat_________

Liquor will be Served or Sold by:
   [ ] Glass   [ ] Bottle   [ ] Can   [ ] Waitstaff and/or [ ] Over the Counter

12/04/08
4. BUSINESS SPECIFIC INFORMATION (for Restaurants)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the Applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td>☐ Yes ☐ No</td>
<td>If No, skip this section and proceed to section 5.</td>
<td></td>
</tr>
<tr>
<td>B. Does the Restaurant premise maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the Restaurant provide adequate and sanitary kitchen, dining room equipment and capacity with sufficient employees to prepare, cook and serve suitable food?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

How many tables are/or will be in the Restaurant? What is seating capacity?

D. Is there an existing or proposed menu?  ☐ Yes ☐ No  
E. The Restaurant currently holds or has applied for a City of Evanston Food License?  ☐ Yes ☐ No  

5. BUSINESS SPECIFIC INFORMATION (for Hotels)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the Applicant seek to sell and/or serve liquor upon the premises of a Hotel?</td>
<td>☐ Yes ☐ No</td>
<td>If No, skip this section and proceed to section 6.</td>
<td></td>
</tr>
<tr>
<td>B. Does the Hotel premise maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Does the Hotel provide adequate and sanitary kitchen, dining room equipment and capacity with sufficient employees to prepare, cook and serve suitable food?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Does the Hotel have at least 50 regular rooms for transients?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. The Hotel currently holds or has applied for a City of Evanston Food License?</td>
<td>☐ Yes ☐ No</td>
<td>Expected Issue Date:</td>
<td></td>
</tr>
</tbody>
</table>

6. BUSINESS SPECIFIC INFORMATION (for Package Stores)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the Applicant seek to sell liquor upon the premises of a package store?</td>
<td>☐ Yes ☐ No</td>
<td>If no, skip this section and proceed to section 7.</td>
<td></td>
</tr>
<tr>
<td>B. Is the Package Store premises located in the &quot;retail package store&quot; area, as defined by the attached map?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Is the Package Store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premise?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Has the Applicant reviewed the Liquor Code definition of a &quot;package store&quot;?</td>
<td>☐ Yes ☐ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
7. BUSINESS SPECIFIC INFORMATION (for Grocery Stores)

A. Does the Applicant seek to sell liquor upon the premises of a Grocery Store and/or Combination Store?
☐ Yes  ☐ No

B. Does the Grocery Store premise consist of a Grocery Store and Combination Store under one roof?
☐ Yes  ☐ No

C. Does the Grocery Store provide a minimum of 5,000 sq ft of production, preparation, and display for liquor sales?
☐ Yes  ☐ No

D. The Grocery Store currently holds or has applied for a City of Evanston Food License??
☐ Yes  ☐ Yes

8. BUSINESS SPECIFIC INFORMATION (for Clubs)

A. Does the Applicant seek to sell and/or serve liquor upon the premises of a "club"?
☐ Yes  ☐ No

B. What is the Name of the Club?

C. Has the Club been Incorporated over a year?
☐ Yes  ☐ No

D. What is the Address of permanent headquarters of the Club?

E. Are two copies of Club Members' Names and Residence information attached?
☐ Yes  ☐ No

F. Please provide club directors, managers, and officers for premises. (Attach supplement listing if needed)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone No.</th>
<th>Title/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

G. Objects of the Organization:

H. Summary of activities for the past year:

I. Is the club private or public?
☐ Private  ☐ Public
9. PREMISES OWNERSHIP INFORMATION:

<table>
<thead>
<tr>
<th>A. Does the Corporation own the premise for which this license is sought?</th>
<th>Yes</th>
<th>No</th>
<th>If Yes, proceed to section 10.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Does the Corporation possess a lease on such premises covering the full period for which such license is sought?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>C. What is the period covered by the lease?</td>
<td>9/1, 2010 to ________<strong>, 20</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. What is the Name of the Landlord?</td>
<td>920 Chicago LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. What is the Address of Landlord? (include City, State, and Zip)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. ELIGIBILITY QUESTIONS:

| A. Has the Owner or any relative had a business or liquor license revoked? | Yes | No |
| B. Is the Owner disqualified to receive a license by reason of any matter or thing contained in chapter 5 of the City of Evanston Code, other ordinance, and laws of the State or other ordinances of the City of Evanston? | Yes | No |
| C. Does the Owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City in the conduct of his/her place of business? | Yes | No |
| D. Has the Owner received assistance in preparing this application? | Yes | No |

I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the content of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers, and directors. Further, I understand that the license issued is not transferable. It is understood that the acceptance and depositing of the fee herein tendered does not constitute acceptance of the liquor license Application:

[Signature of Applicant]

(Date)
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois )
) SS
County of Cook )

The undersigned hereby makes application for a Class liquor license. I/We swear (or affirm) that I/we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 5 of the Evanston City Code and that the statements contained in this application are true and correct.

[Signature]
Signature of Applicant

Subscribed and sworn to before me
This 26th day of October , 2010.

[Signature]
Notary Public

“OFFICIAL SEAL”
Sarap Sayleak
Notary Public, State of Illinois
Cook County
My Commission Expires April 7, 2012
(seal)
CORPORATE INFORMATION FORM  
(Supplement A)

Applicants must file business with Secretary of State:

Name of Corporation/Partnership:
FMC SATELLITE, LLC

Corporate Address:
918 Chicago Ave

County: CA  
Corporate Ph #: 312-991-2415  
FEIN:

Business Status:

Date Corporation/Partnership was Organized: 
8/31/10

State Articles of Incorporation/Organization filed:

Date Articles of Incorporation/Organization filed with Secretary of State: 
8/31/10

Date Certification of Incorporation/Organization was Issued by Secretary of State: 
8/31/10

Are there any amendments to Articles of Incorporation? 
☐ Yes  ☐ No

What are the total shares of stock created by this Corporation?

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAUL M HETILO</td>
<td>100</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  
☐ Yes  ☐ No

Has the Corporation attached a summary of corporation's activities during the past year (if applicable)?  
☐ Yes  ☐ No

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation?

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?  
☐ Yes  ☐ No

Corporate Information Form  
12/04/06
Form LLC-5.5

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 03373207

FILED
AUG 31 2010
Jesse White
Secretary of State

1. Limited Liability Company Name: FEW SPIRITS, LLC

2. Address of Principal Place of Business where records of the company will be kept:

3. Articles of Organization effective on the filing date.

4. Registered Agent’s Name and Registered Office Address:

   TROGLIA KAPLAN HOLZMAN, LLC

   COOK

5. Purpose for which the Limited Liability Company is organized:
   “The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.”

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

   HLETKO, PAUL

8. Name and Address of Organizer
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: AUGUST 31, 2010

   JOSH KAPLAN

*This document was generated electronically at www.cyberdriveillinois.com*
<table>
<thead>
<tr>
<th>Entity Name</th>
<th>FEW SPIRITS, LLC</th>
<th>File Number</th>
<th>03373207</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status</td>
<td>ACTIVE</td>
<td>On</td>
<td>08/31/2010</td>
</tr>
<tr>
<td>Entity Type</td>
<td>LLC</td>
<td>Type of LLC</td>
<td>Domestic</td>
</tr>
<tr>
<td>File Date</td>
<td>08/31/2010</td>
<td>Jurisdiction</td>
<td>IL</td>
</tr>
<tr>
<td>Agent Name</td>
<td>TROGLIA KAPLAN HOLZMAN, LLC</td>
<td>Agent Change Date</td>
<td>08/31/2010</td>
</tr>
<tr>
<td>Agent Street Address</td>
<td>1753 N DAMEN AVE STE 20 STE 20</td>
<td>Principal Office</td>
<td>711 CUSTER EVANSTON, IL 602020000</td>
</tr>
<tr>
<td>Agent City</td>
<td>CHICAGO</td>
<td>Management Type</td>
<td>MGR View</td>
</tr>
<tr>
<td>Agent Zip</td>
<td>60647</td>
<td>Duration</td>
<td>PERPETUAL</td>
</tr>
<tr>
<td>Annual Report Filing Date</td>
<td>00/00/0000</td>
<td>For Year</td>
<td></td>
</tr>
</tbody>
</table>

Series Name: NOT AUTHORIZED TO ESTABLISH SERIES

Purchase Certificate of Good Standing
(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Lloyd's Certificate

LIQUOR LIABILITY INSURANCE

This insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters"). And in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this Certificate, please notify the following Correspondent:

Kelly & Elliott Ltd.
20 North Wacker Drive
Chicago
Illinois
60606

LLOYD'S ILLINOIS, INC.
Attorney-in-Fact for Underwriters at Lloyd's, London
181 W. Madison Street, Suite 3870. Chicago, Illinois 60602-4541
This Schedule of Warranties is attached to and forms part of LII 12 (01/07) – Location ONE
UNDERWRITERS AT LLOYD'S, LONDON (not incorporated)

Previous No.  Authority Ref. No. 43325R  Certificate No LIQ/13B166

Statement 1. (A) Name and Address of Assured (Licensee)

   Few Spirits, LLC

   918 Chicago Avenue
   Evanston
   Illinois
   60202

(B) Name and Address of Assured (Owner)

   Few Spirits, LLC
   918 Chicago Avenue
   Evanston
   Illinois
   60202

Statement 2. This Insurance is limited to sales or gifts of alcoholic liquor made by the Licensee(s) named in Statement 1(A) at the following premises:

   918 Chicago Avenue
   INCLUDES ALCOHOL TASTING IN THE STATE OF ILLINOIS
   Evanston
   Illinois
   60202

   which are inside the corporate limits of such city, town or village

Statement 3. The insured premises will close before 2:00 a.m which time represents the latest closing time of the insured premises on any day of the week during the Insurance period.

Statement 4. The classification of risk, amount of gross annual receipts from sales of alcoholic liquor, and the premium for the Insurance period are as stated below:

<table>
<thead>
<tr>
<th>Classification of Risk</th>
<th>Amount of Gross Annual Receipts</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>PACKAGE STORE</td>
<td>$10000</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

Statement 5. No company nor Underwriters at Lloyd’s, London has cancelled or refused to issue or renew Liquor Liability Insurance on the risk herein described during the past five years, except as follows:
No Reason: N/A

INSURANCE PERIOD
The insurance period shall be from 05 January 2011 to 05 January 2012 both days at 12:01 a.m. Central Standard Time.

LIMIT OF LIABILITY
Combined Single Limit $1,000,000

FORMS ATTACHED: LII 12 (01/07)

Kelly & Elliott Ltd.

THE ASSURED WARRANTS THAT THE FOREGOING WARRANTY STATEMENTS ARE FULL, TRUE AND COMPLETE AND THAT THE BREACH OF ANY OF SAID WARRANTIES SHALL RENDER THIS INSURANCE NULL AND VOID.
IT IS AGREED, by and between the Assured(s) named and described in Statement I of the attached Schedule of Warranties (hereinafter called the "Assured") and Underwriters, that the Statements contained in the attached Schedule of Warranties (hereinafter called the "Schedule"), together with the Insurance period and limits of liability set forth therein, are made a part of this Insurance and constitute and are the basis of this Contract of Insurance, and that the Assured has warranted, and by the acceptance of this Insurance, does warrant that the Statements contained in the Schedule are full, true and complete.

INSURING AGREEMENT

In consideration of the foregoing and payment of the premiums, Underwriters agree, subject to all the terms, conditions, limits and exclusions herein set forth, to indemnify the Assured against all sums for which the Assured shall become legally liable, by reason of Section 6-21 of An Act of the General Assembly of the State of Illinois, entitled "An Act relating to alcoholic liquors" in force February 1, 1934, and all laws amendatory thereof (hereinafter called the "Illinois Liquor Control Act"), to anyone who, during the Insurance period, shall be injured in person or property by any intoxicated person, or shall suffer injury to society or means of support by any intoxicated person, or in consequence of the intoxication of any person.

Underwriters will defend and pay Claim Expenses for any civil action seeking damages to which this Insurance applies under Section 6-21 of the Illinois Liquor Control Act, even if groundless, false or fraudulent. Underwriters further agree to make such investigation or settlement of any claim or civil action that Underwriters deem expedient, but Underwriters shall not be obligated to pay any claim or judgment or to defend any civil action after the limit of Underwriters' liability has been exhausted by payment of judgments or settlements or the tender of said limit to the Assured or into court.

LIMIT OF LIABILITY

Combined Single Limit. The liability of Underwriters shall not exceed the amount set forth in the Schedule as the "Combined Single Limit" which shall be the aggregate limit for all sums the Assured's legal liability under this Insurance arising out of the intoxication of any one person.

Past Sales. In respect to any injury resulting from the selling or giving of alcoholic liquor prior to the Insurance period, the liability of Underwriters shall not exceed the amount of insurance provided nor shall such liability in any event exceed the amount of the Assured's prior insurance which was applicable to such injury and in force at the time of such selling or giving, covering the type of risks covered hereunder and applying to the premises described in Statement 2 of the Schedule (hereinafter called the "Premises").

EXCLUSIONS

Exclusions To Owner And Licensee. Underwriters do not agree to indemnify the Assureds named in Statements (A) and (B) of the Schedule (hereinafter called the "Licensee and Owner", respectively) against sums said Assured may become liable to pay:

1) to anyone who owns or controls any interest in the business of selling or giving alcoholic liquor at the Premises whether or not such person is named on the license; or
2) to anyone for injury to property belonging to, or leased to, or in the care, custody or control of the Owner or the Licensee.

Exclusions To Licensee. Underwriters do not agree to indemnify the Assured named in Statement (A) of the Schedule against sums said Licensee may become liable to pay:

1) to any employee of the Licensee or person acting on behalf of the Licensee who shall be injured in person, or property, or who shall suffer injury to society or means of support as a result of his consumption of alcoholic liquor while engaged in the business of the Licensee; or
2) to anyone who shall be injured in person, or property, or who shall suffer injury to society or means of support caused by or in consequence of intoxication resulting from alcoholic liquor sold or given to an employee or person acting on behalf of the Licensee which are consumed while such employee or person is engaged in the business of the Licensee; or
3) to anyone who shall be injured in person, or property, or who shall suffer injury to society or means of support caused by or in consequence of intoxication resulting from alcoholic liquor sold or given to the Licensee or to a person who owns or controls any interest in the business of selling or giving alcoholic Liquors at the Premises whether or not such person is named on the license.

DEFINITIONS

As used in this Insurance and the Schedule

(1) "Owner" means any person, firm, corporation or entity owning, renting, leasing or permitting the occupation of the Premises, either in his own right or in any fiduciary capacity, or having charge thereof as agent, general lessor, or receiver, but does not include any person engaged in the selling or giving of alcoholic liquors. The provisions and exclusions contained in this Insurance applicable to a Licensee shall apply to an Owner engaged in selling or giving alcoholic liquors at the Premises.

(2) "Licensee" means any person, firm, corporation or entity duly licensed to carry on the business of selling or giving alcoholic liquors at the Premises in accordance with all laws and ordinances in force where such Premises are located.

(3) "Insurance period" means the inception date of this insurance to the insurance expiration date set forth in the Schedule or the earlier termination date, if any.

(4) "Claim Expenses" means:

(a) fees charged by any lawyer designated by Underwriters;
(b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by Underwriters; and
(c) interest upon that part of any judgment for which Underwriters are liable.

(5) "Society" means the mutual benefits that each family member receives from the other's continued existence, including love, affection, care, attention, companionship, comfort, guidance, and protection.

(6) "Family" means spouse, children, parents, brothers and sisters.

CONDITIONS

This Insurance is subject to all the conditions hereinafter set forth or endorsed hereon, all of which are to be deemed conditions precedent to the liability of underwriters.

1) Assured's Duties In Event of Claim or Suit-Cooperation Clause.

(a) Notice. Upon the happening of any circumstance likely to give rise to a claim under this Insurance, or upon the receipt by the Assured of notice or knowledge of any claim, the Assured shall give immediate written notice to the Correspondent of all facts and circumstances.

(b) Claim Expenses will not reduce the Combined Single Limit of Liability set forth in the Schedule of Warranties.

(c) "Society" means the mutual benefits that each family member receives from the other's continued existence, including love, affection, care, attention, companionship, comfort, guidance, and protection.

(d) "Family" means spouse, children, parents, brothers and sisters.

2) Notice. The written notice should identify the claimants and time and place of the incident.

3) Claims and Civil Actions. The Assured shall immediately forward to the Correspondent every demand, summons or other legal process received by the Assured or his representative if a claim is made or a civil action is brought against the Assured.

4) Cooperation. The Assured shall cooperate with Underwriters and at Underwriters' request will submit to examination and interrogation by a representative of Underwriters, under oath if required, and shall assist in effecting settlement, securing and giving evidence, in obtaining the attendance of witnesses and in the conduct of civil actions and give a written statement or statements to Underwriters'
representatives and attend meetings with such representatives for the purpose of investigation and or defense, all without charge to Underwriters.

(d) Admissions. The Assured shall not voluntarily assume or admit any liability not, without Underwriters' prior consent, settle any claim or civil action or incur any expenses except at his own cost.

(2) Premium. Underwriters or the Correspondent shall have the right to require of the Assured at any time within the Insurance period or one year thereafter a sworn statement of the entire amount of gross annual receipts from the sale of alcoholic liquor during the whole or any specified part of the Insurance period and the Assured shall furnish said statement within ten days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of Underwriters who shall have the right and opportunity to examine the books and records of the Assured as respect such gross annual receipts and such examination may be made at any time during the Insurance period and within one year thereafter.

(3) Appeal from Judgment Exceeding Limits of Liability. If the amount of any judgment from which Underwriters shall elect to appeal exceeds the amount for which Underwriters are liable and Underwriters or their attorneys shall give notice to the Assured of their intention to appeal from such judgment, designating in such notice the surety upon the bond required to be filed to stay the effect of such judgment, then unless the Assured shall within five days thereafter deposit with such surety cash, or securities, or other form of indemnity acceptable to such surety, equal to that portion of such judgment in excess of the amount for which Underwriters are liable. Underwriters may undertake proceedings to review said judgment to be conducted without giving any bond, and until the termination of such proceedings, Underwriters shall not be liable to pay to anyone any amount of money by reason of such judgment, or to protect the Assured against the levy of any execution issued upon said judgment, or any proceeding taken to enforce or collect said judgment or to reimburse the Assured for any moneys paid upon said judgment pending such appeal, if such judgment shall be reversed.

(4) Assignment of Interest. No assignment of this Insurance, or of any interest under it, shall bind Underwriters unless their consent shall be endorsed hereon. If death, bankruptcy or insolvency of the Assured shall occur while this Insurance is in force, and written notice thereof is furnished to the Correspondent, within thirty days thereafter, this Insurance shall cover the legal representative of the Assured.

(5) Other Insurance. If any claim under this Insurance is also covered in whole or in part, by any other insurance, the liability of Underwriters hereunder for loss and claim expenses shall be limited to their pro rata proportion of the total limit of liability applicable to the claim.

(6) Subrogation. Underwriters shall be entitled, if they so desire, to prosecute in the name of the Assured to the extent of Underwriters' loss, for their own benefit, any claim for indemnity or damages or otherwise against any person.

INSURANCE PROVISIONS

(1) Forfeiture. This entire insurance contract shall be void if, whether before or after a loss, the Assured falsify, or conceal, or misrepresent any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the Assured therein, or in case of any fraud or false swearing by the Assured relating thereto.

(2) Signatures Required. This Insurance shall not be valid unless signed by the Correspondent and countersigned by the Attorney-In-Fact on the Schedule.

(3) Correspondent and Attorney-In-Fact Not Insurers. Neither the Correspondent nor the Attorney-In-Fact is an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as herein before set forth.

(4) Cancellation.

(a) Cancellation Notice. If this Insurance is cancelled after the inception date, earned premium must be paid for the time the Insurance has been in force. Subject to the Notice Period provision contained in part (b) below, this Insurance may be cancelled by the Assured at any time by written notice or surrender of this Contract of Insurance to the Correspondent issuing this Insurance, in which case Underwriters shall retain the short rate premium in accordance with the table set forth herein as the earned premium, but in no event less than $100. This Insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the Assured at the last mailing address known by Underwriters. If cancelled by Underwriters or the Assured when the Assured is retiring from business, Underwriters shall receive earned premium on a pro rata basis. The Correspondent shall maintain proof of mailing of such notice on a recognized US Post Office form or some form acceptable to the US Post Office or other commercial mail delivery service and a copy of such notice shall be sent to the Assured's insurance producer and to the mortgagee or lienholder, if known, at the last mailing address known by Underwriters. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice subject to the Notice Period provision contained in part (b) below.

(b) Notice Period. (i) Notice of Cancellation by Underwriters: notice of cancellation must be mailed at least 30 days prior to the date cancellation is effective during the first 60 days of coverage. After coverage has been in effect for 61 days or more, all notices must be mailed at least 60 days prior to the date cancellation is effective. Where cancellation is for nonpayment of premium, 10 days' notice shall be given.

In addition, where required by law, Underwriters or the Correspondent on behalf of Underwriters, shall mail to the Local Liquor Control Commissioner or other state, city or local public official as required by law, notice of cancellation at least 30 days prior to the date cancellation is effective except where cancellation is for nonpayment of premium, in which case, 10 days' notice shall be given unless a longer period is required by law.

(ii) Notice of Cancellation by the Assured: if this Insurance is cancelled by the Assured, cancellation shall be effective on the date specified by the Assured, except that if required by law, cancellation shall be effective only after the Assured has provided Underwriters with satisfactory proof that the Assured gave the Local Liquor Control Commissioner or other state, city or local public official as required by law, 30 days prior notice of cancellation or if the Assured does not provide Underwriters with such satisfactory proof, cancellation shall be effective only after Underwriters or the Correspondent on behalf of underwriters has given the required 30 days prior notice of cancellation on behalf of the Assured to the Local Liquor Control Commissioner or other state, city or local public official as required by law.

(c) Return Premium. Underwriters shall refund the premium less the earned portion thereof on demand subject always to the retention by Underwriters of any minimum premium stipulated herein in the event of cancellation by Underwriters or the Assured.

(d) Reason for Cancellation. If this Insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (i) nonpayment of premium; (ii) the Insurance was obtained through material misrepresentations; (iii) the Assured violated any of the terms and conditions of the Contract of Insurance; (iv) the risk originally accepted has measurably increased; (v) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provided coverage to Underwriters for all or a substantial part of the underlying risk insured; (vi) a determination by the Director of Insurance of the State of Illinois that the continuation of this Insurance could place Underwriters in violation of the insurance laws of the State of Illinois.

(3) Service of Suit. In the event of any litigation arising out of insurance assumed hereunder, the Attorney-In-Fact named on the front hereof and the Director of Insurance of the State of Illinois and his successors in office are hereby appointed agents to accept service of process for Underwriters.
(6) Assured's Insolvency. The insolvency or bankruptcy of the Assured shall not release Underwriters from any of their obligations under this Insurance.

(7) Complaints. If you have any complaints concerning your insurance, please contact the Correspondent. If he is unable to resolve the matter, you may contact the Attorney-in-Fact. You may also seek the assistance of the Public Service Section, Illinois Department of Financial and Professional Regulation, Division of Insurance Springfield, Illinois 62767

<table>
<thead>
<tr>
<th>Days in Force</th>
<th>Percent of one year Premium</th>
<th>Days in Force</th>
<th>Percent of one year Premium</th>
<th>Days in Force</th>
<th>Percent of one year Premium</th>
<th>Days in Force</th>
<th>Percent of one year Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>66 - 69</td>
<td>29%</td>
<td>154 - 156</td>
<td>53%</td>
<td>256 - 260</td>
<td>77%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>70 - 73</td>
<td>30%</td>
<td>157 - 160</td>
<td>54</td>
<td>261 - 264</td>
<td>78</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>74 - 76</td>
<td>31%</td>
<td>161 - 164</td>
<td>55</td>
<td>265 - 269</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>77 - 80</td>
<td>32%</td>
<td>165 - 167</td>
<td>56</td>
<td>270 - 273</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>81 - 83</td>
<td>33%</td>
<td>168 - 171</td>
<td>57</td>
<td>274 - 278</td>
<td>81</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>84 - 87</td>
<td>34%</td>
<td>172 - 175</td>
<td>58</td>
<td>279 - 282</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>87 - 91 (1 mos.)</td>
<td>35%</td>
<td>176 - 178</td>
<td>59</td>
<td>283 - 287</td>
<td>83</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>91 - 94</td>
<td>36%</td>
<td>179 - 182 (6 mos.)</td>
<td>60</td>
<td>288 - 291</td>
<td>84</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>94 - 97</td>
<td>37%</td>
<td>183 - 187</td>
<td>61</td>
<td>292 - 296</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>97 - 102</td>
<td>38%</td>
<td>188 - 191</td>
<td>62</td>
<td>297 - 301</td>
<td>86</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>103 - 105</td>
<td>39%</td>
<td>192 - 196</td>
<td>63</td>
<td>302 - 305 (10 mos.)</td>
<td>87</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>106 - 109</td>
<td>40%</td>
<td>197 - 200</td>
<td>64</td>
<td>306 - 310</td>
<td>88</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>110 - 113</td>
<td>41%</td>
<td>201 - 204</td>
<td>65</td>
<td>311 - 314</td>
<td>89</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>114 - 116</td>
<td>42%</td>
<td>205 - 208</td>
<td>66</td>
<td>315 - 319</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>118 - 120</td>
<td>43%</td>
<td>210 - 214 (7 mos.)</td>
<td>67</td>
<td>320 - 323</td>
<td>91</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>121 - 124 (1 mos.)</td>
<td>44%</td>
<td>215 - 218</td>
<td>68</td>
<td>324 - 328</td>
<td>92</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>125 - 127</td>
<td>45%</td>
<td>219 - 223</td>
<td>69</td>
<td>329 - 332</td>
<td>93</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>128 - 131</td>
<td>46%</td>
<td>224 - 228</td>
<td>70</td>
<td>333 - 337 (11 mos.)</td>
<td>94</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>132 - 135</td>
<td>47%</td>
<td>229 - 233</td>
<td>71</td>
<td>338 - 342</td>
<td>95</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>136 - 138</td>
<td>48%</td>
<td>233 - 237</td>
<td>72</td>
<td>343 - 346</td>
<td>96</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>139 - 142</td>
<td>49%</td>
<td>238 - 241</td>
<td>73</td>
<td>347 - 351</td>
<td>97</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>143 - 146</td>
<td>50%</td>
<td>242 - 246 (8 mos.)</td>
<td>74</td>
<td>352 - 355</td>
<td>98</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>147 - 149</td>
<td>51%</td>
<td>247 - 250</td>
<td>75</td>
<td>356 - 360</td>
<td>99</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>150 - 153 (2 mos.)</td>
<td>52%</td>
<td>251 - 255</td>
<td>76</td>
<td>361 - 365 (12 mos.)</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>
POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% (85% in respect of losses occurring after 31 December 2006) of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk insurance Act is: $NIL.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBursed BY THE UNITED STATES AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Name: Few Spirits, LLC

Date: 05 January 2011

Insurer: Certain Underwriters at Lloyd’s

Policy Number: [Redacted]

22/12/05
LMA9005
Form approved by Lloyd’s Market Association
This Schedule of Warranties is attached to and forms part of LII 12 (01/07) – Location ONE
UNDERWRITERS AT LLOYD’S, LONDON (not incorporated)

Previous No. Authority Ref. No. 43325R

Certificate No LIQ/138166

Statement 1. (A) Name and Address of Assured (Licensee)
Few Spirits, LLC
918 Chicago Avenue
Evanston
Illinois
60202

(B) Name and Address of Assured (Owner)
Few Spirits, LLC
918 Chicago Avenue
Evanston
Illinois
60202

which are inside the corporate limits of such city, town or village

Statement 2. This Insurance is limited to sales or gifts of alcoholic liquor made by the Licensee(s) named in Statement 1(A) at the following premises:
918 Chicago Avenue
INCLUDES ALCOHOL TASTING IN THE STATE OF ILLINOIS
Evanston
Illinois
60202

Statement 3. The insured premises will close before 2:00 a.m which time represents the latest closing time of the insured premises on any day of the week during the Insurance period.

Statement 4. The classification of risk, amount of gross annual receipts from sales of alcoholic liquor, and the premium for the Insurance period are as stated below:

<table>
<thead>
<tr>
<th>Classification of Risk</th>
<th>Amount of Gross Annual Receipts</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>PACKAGE STORE</td>
<td>$10000</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

Statement 5. No company nor Underwriters at Lloyd's, London has cancelled or refused to issue or renew Liquor Liability Insurance on the risk herein described during the past five years, except as follows:
No Reason: N/A

INSURANCE PERIOD
The insurance period shall be from 05 January 2011 to 05 January 2012 both days at 12:01 a.m. Central Standard Time.

LIMIT OF LIABILITY
Combined Single Limit $1,000,000

FORMS ATTACHED:
LII 12 (01/07)

Kelly & Elliott Ltd.

THE ASSURED WARRANTS THAT THE FOREGOING WARRANTY STATEMENTS ARE
FULL, TRUE AND COMPLETE AND THAT THE BREACH OF ANY OF SAID WARRANTIES
SHALL RENDER THIS INSURANCE NULL AND VOID.
This Schedule of Warranties is attached to and forms part of LII 12 (01/07) – Location ONE
UNDERWRITERS AT LLOYD'S, LONDON (not incorporated)

Previous No. Authority Ref. No. 43325R Certificate No LII/138166

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   918 Chicago Avenue
   Evanston
   Illinois
   60202

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   Evanston
   Illinois
   60202

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FULL, TRUE AND COMPLETE AND THAT THE BREACH OF ANY OF SAID WARRANTIES
SHALL RENDER THIS INSURANCE NULL AND VOID.
LEASE

FEW SPIRITS, LLC,
an Illinois limited liability company
LEASE

THIS LEASE (this "Lease") is dated the 1st day of September 2010, between 920 CHICAGO AVE., LLC, an Illinois limited liability company ("Landlord") and FEW SPIRITS, LLC, an Illinois limited liability company ("Tenant").

RECITALS

1. Landlord is the owner of the property located at 918 Chicago Avenue, Evanston, Illinois (the "Property" or the "Building").

2. Landlord agrees to lease space (the "Premises") in the Building to Tenant, and Tenant agrees to lease the Premises from the Landlord, all on the terms described below.

SCHEDULE OF TERMS

1. **Basic Lease Provisions.** The basic provisions of this Lease contained in this Schedule of Terms ("Schedule") are as follows:

1.1. The Premises: 918 Chicago Avenue, Evanston, Illinois

1.2. Rentable Area of Premises: approximately 3,186 rentable square feet (as shown on the site plan attached to this Lease as Exhibit A)

1.3. Commencement Date: September 1, 2010.

1.4. Rent Commencement Date: September 1, 2010.

1.5. Lease Term: The lease term ("Term") shall commence on the Commencement Date and February 29, 2016.

1.7. Monthly Rent ("Base Rent"): Monthly installments of Base Rent shall be payable as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Monthly Base Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/2010</td>
<td>$500.00</td>
</tr>
<tr>
<td>3/1/2011</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>8/1/2011</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>3/1/2012</td>
<td>$2,163.00</td>
</tr>
<tr>
<td>3/1/2013</td>
<td>$2,227.89</td>
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<tr>
<td>3/1/2014</td>
<td>$2,294.73</td>
</tr>
<tr>
<td>3/1/2015</td>
<td>$2,363.57</td>
</tr>
</tbody>
</table>

1.8. Security Deposit: $2,500.00, subject to the terms and conditions of Section 21 below.
1.9. Guarantor: Limited guaranty of Paul Hletko, individually

1.10. Permitted Use: The Premises shall be used and occupied as a distillery and tasting room. The distillery will manufacture spirits and/or other beverage alcohol on site, store manufactured spirits and/or beverage alcohol on site, bottle on site and operate a tasting room with over the counter retail sales, and for no other purpose.

1.11. Broker: Fara Group representing Landlord, only.

1.12. Notices to Tenant: Paul Hletko at the Premises

1.13. Tenant’s Federal Employer Identification Number (F.E.I.N.) is: [Redacted]

2. Rent.

2.1. Base Rent: Tenant shall pay to Landlord as rent for the use and occupancy of the Premises, at the times and in the manner provided below, Base Rent in the amount specified in the Schedule above. Base Rent is payable in advance beginning on the Rent Commencement Date and on the first day of each successive calendar month during the Lease Term without demand, setoff or deduction, except that upon execution of this Lease, Tenant shall prepay Landlord the first six (6) months of Base Rent under this Lease. If the first or last month of this Lease is not a full month, Base Rent will be prorated in proportion to the number of days the Premises are occupied in such month. All payments to the Landlord will be made to 920 Chicago Ave., LLC, [Redacted] or to a location designated by Landlord in writing.

2.2. Interest and Late Charges: If Tenant fails to pay any Base Rent or any other amount when due and payable under this Lease, the unpaid amount shall bear interest from the due date to the date of payment at the lesser rate of (1) 18% per annum and (2) the highest rate permitted by law. In addition, a $100.00 charge shall be imposed on any check that is returned for insufficient funds.

3. Intentionally deleted.

4. Use of Premises.

4.1. Use Restrictions. Tenant may not use any portion of the Premises for any use which is unlawful or for purposes other than those specified in the Schedule. Tenant may not use the Premises for any purpose that will increase the existing rate of insurance on the Building, or cause cancellation of insurance policies covering the Building. Landlord is specifically aware of and acknowledges the Permitted use is currently a non-permitted use, and agrees that the intended use is not a purpose that will increase the existing rate of insurance on the Building, or cause cancellation of insurance policies covering the Building.

4.2. Access. Tenant shall have access to the Building and the Premises seven (7) days per week, twenty-four (24) hours per day. Access to the Building other than during normal business hours will be subject to such rules and regulations, as Landlord reasonably requires, including without limitation the rules and regulations attached as Exhibit B.
4.3. **Tenant's Right to Use Common Areas.** Landlord grants Tenant and its authorized representatives and invitees the non-exclusive right to use the Common Areas (as hereinafter defined) with others who are entitled to use the Common Areas subject to Landlord's rights as set forth in this Lease. "Common Areas" shall consist of the following elements of the Building, whether now existing or hereafter installed, modified or altered: all areas outside the Premises that (1) are provided by Landlord for the general use and convenience of Tenant and other tenants of the Building and (2) are not leased to any tenant. Common Areas are located both inside and outside the Building, and include all areas designated as Common Areas by Landlord as long as they fall within the scope of the preceding sentence. The Common Area consists of the alley connecting the Building to Chicago Avenue that is adjacent to the 920 Chicago building. The Building and the Common Areas are sometimes collectively referred to in this Lease as the "Building."

4.4. **Permis's and Permit Contingency.** Unless Tenant first obtains and at all times maintains the requisite licenses, permits, and insurance, Tenant shall not use the Premises, nor permit the Premises to be used for, the sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the Statutes of the United States, the State of Illinois or any municipal or other governmental authority having jurisdiction over the Premises. The failure or inability of Tenant to maintain in full force and effect at all times all such permits, licenses and insurance shall in no way invalidate or impair this Lease or Tenant's obligations under it. Notwithstanding the foregoing sentence, in the event Tenant, at its sole cost and expense, fails to secure all necessary permits and licenses, including a liquor license for the lawful operation of the Permitted Use in the Premises before February 28, 2011, Tenant shall have a one-time option to terminate this Lease by providing written notice to Landlord before midnight on February 28, 2010 in a manner prescribed by Paragraph 26, below. Tenant shall keep Landlord fully apprised as to the status of its application for a liquor license and building permit. If Tenant terminates this Lease, Landlord shall return the Security Deposit and this Lease shall terminate as of midnight on February 28, 2010.

4.5. **Miscellaneous Restrictions.** Tenant shall not use the Premises for any offensive, noisy or dangerous trade, business, manufacture or occupation. Tenant shall not cause, permit or suffer any waste or damage, disfigurement or injury to the Premises or Building, or the fixtures or equipment in the Premises or the Common Areas. Tenant shall not obstruct the sidewalks or other Common Areas of the Building or use them for business operations or advertising without permission from the Landlord, permission for which will not be unreasonably withheld. Tenant shall not use the Premises for any purpose that would emit any offensive odor, create unreasonable elevator loads, cause structural loads to be exceeded or adversely affect the mechanical, electrical, plumbing or other Building systems. Landlord acknowledges that the Permitted Use may emit an odor and acknowledges that any odors emitted that are a natural consequence of the Permitted Use is not "offensive" and such odors will not interfere with the business of any other tenant in the building. Landlord acknowledges that the Permitted Use may emit noise, and that any noise emitted that is a natural consequence of the Permitted Use is not "offensive" and will not interfere with the business of any other tenant in the building.

5. **Landlord's Reservation of Rights.** Landlord may (i) increase, reduce or change the number, dimensions or locations of the walks, parking, if any, and other Common Areas and other improvements located in or about the Building in any manner that Landlord in its sole discretion deems proper, so long as Landlord does not materially and adversely affect Tenant's use of or access to the Premises; (ii) make alterations and additions to the Building, and build additional stories on the Building and add additional land, buildings and other structures and improvements in the vicinity of the Building; (iii) install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises and

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serving other parts of the Building in a manner that will not materially interfere with Tenant's use of the Premises; (iv) change the Building's name without notice, and change the Building's street address upon 90 days prior notice (provided that if the change is made voluntarily by Landlord, Landlord will reimburse Tenant, upon presentation of invoices paid by Tenant, for reasonable costs of stationery and business cards not to exceed $2,500 in the aggregate including, any and all legal fees, bonds, and sureties required to maintain the licenses and permits associated with the intended use and change them to ensure validity; provided however, Landlord has no current intent to exercise the rights reserved under the subparagraph (iv); (v) retain at all times master keys or passkeys to the Premises, and place such signs, notices or displays as Landlord reasonably deems necessary or desirable on the roof and exterior of the Building; (vi) make reasonable rules and regulations applicable to all tenants concerning the Common Areas; (vii) close temporarily any of the Common Areas for maintenance purposes; and (ix) designate other lands outside the exterior boundaries of the Building to become part of the Common Areas, provided they are utilized in connection with the Building.

6. Parking. Tenant shall not park or permit the parking of any vehicles adjacent to loading areas for other buildings associated with the premises so as to interfere in any way with their use. Parking and standing in public streets and alleys adjacent to the Building is prohibited subject to local law. Tenant may use the alley adjacent to the Building for deliveries and may use the parking area at the westernmost portion of the alley such that this parking area is exclusively reserved for Tenant. Landlord will post "No Parking" signs to keep the area clear for Tenant and other tenants of the building in front of the Building.

7. Graphics and Signage. All signage, plaques, letters, numerals, etc. installed on the Building or the Premises will be in the form reasonably acceptable to Landlord.

8. Assignment and Subletting.

8.1. Assignment and Subletting. Tenant may not assign this Lease or sublet any portion of the Premises without the prior written consent of Landlord, which will not be unreasonably withheld or delayed. It is reasonable for Landlord, among other things, to withhold consent if Landlord is not satisfied with the financial history and projections, identity, reputation or business character of the proposed assignee or subtenant, or if the Tenant is in default of this Lease. Any change in the ownership of Tenant that results in a change in control of Tenant, if Tenant is a corporation, limited liability company or general or limited partnership, shall constitute an assignment for purposes of this Paragraph 8. If Landlord wrongfully withholds its consent to any proposed assignment or sublet, Tenant's sole and exclusive remedy therefor under this Lease, shall be to seek specific performance of Landlord's obligation to consent to such assignment or sublet. In conjunction with any request for a sublease or an assignment, Landlord shall be entitled to an administrative fee of $500.00 plus reimbursement for its reasonable attorneys' fees and costs.

8.2. Restrictions on Terms. If Tenant subleases the Premises or assigns this Lease, it shall not be entitled to a profit from such action, and any sublease rent in excess of the rent provided in this Lease, or any payment for an assignment of this Lease, shall be payable to Landlord rather than to Tenant. In promoting the Premises, Tenant may not use any marketing materials prepared by Landlord, and may not use any picture or rendering of the Building. If Tenant offers more than 25% of the Premises (the "Offered Premises") for sublease or assignment, Tenant shall so notify Landlord in writing and Landlord shall be entitled, at Landlord's sole discretion, to recapture the Offered Premises. To exercise its election, Landlord shall give written notice of such election to Tenant within 10 days of receipt of Tenant's notice, in which case this Lease shall be terminated as to the Offered Premises as of the last day of the month in
which such notice is given, and Landlord shall have the exclusive right to lease the Offered Premises to third parties.

8.3. Assumption of Liability. Tenant shall remain liable for all covenants, duties and obligations under this Lease notwithstanding any permitted assignment or subletting under Subparagraph 8.1 above. Tenant will cause any permitted assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Tenant under this Lease, and such assignee shall be jointly and severally liable along with Tenant.

8.4. Assignment by Landlord. Landlord shall have the right to assign or transfer, in whole or in part, Landlord’s rights and obligations under this Lease and in the Building and the Premises. Tenant shall recognize as its landlord any party to whom Landlord assigns this Lease.

9. Ordinances and Statutes. At Tenant’s sole cost, Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities pertaining to the Premises including, but not limited to, the Americans with Disabilities Act. Landlord is not aware of any actions or reviews being undertaken by any governmental agency, including OSHA, and is unaware of any conditions that might cause a violation of any federal act, including the ADA, CERCLA, and OSHA.

10. Tenant Improvements; Maintenance, Repairs and Alteration.

10.1. Tenant’s Obligations. Tenant shall, at its own expense and at all times, maintain the Premises and the Building in good repair and safe condition, including but not limited to maintaining and repairing the storefront, service entry, utility mains within the Premises, outflow rodding of lines within the Premises and daily janitorial and daily trash removal. Additionally, Tenant shall be responsible for extermination services and the maintenance of all mechanical, electrical and plumbing systems exclusively serving the Premises. Tenant shall not use the Premises in any way that affects the structural integrity or mechanical systems of the Building. Tenant shall observe and keep all rules and regulations promulgated by Landlord from time to time for the safe, secure and efficient operation of the Project, the Building and the Premises and for the safety of all tenants, occupants and invitees thereof. Landlord’s current rules and regulations are set forth in Exhibit B attached to this Lease, which Landlord shall have the right to amend from time to time.

10.2. Limits on Alterations. Tenant may not make any structural alterations to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole discretion. Tenant may not make any nonstructural alterations to the Premises without the prior written consent of the Landlord, which consent may not be unreasonably withheld. Landlord may require reasonable assurances of lien-free completion of alterations, such as, for example, performance bonds and construction escrows. All alterations shall be (1) performed in a good and workmanlike manner and (2) performed by a licensed contractor reasonably acceptable to Landlord. All materials shall be of a quality comparable to or better than those in the Premises and installed in accordance with plans and specifications approved by Landlord. No alterations may be made that penetrate the roof of the Building or the floor of the Premises or in any way impair the safety of the Building. Landlord shall be entitled to supervise/coordinate any alterations through an outside contractor, makes to the Premises, in which case Landlord shall be entitled to a fee of the actual costs, not to exceed 3% of the total cost of the alterations, payable one-half before the alterations are begun and one-half when the alterations are completed.

10.3. Liens. Tenant shall pay all costs of alterations permitted under Subparagraph 10.2.
Tenant shall keep the Premises and the Building free and clear of all mechanics' and materialmen's liens resulting from construction done by or for Tenant. If any mechanics' or materialmen's lien is ever claimed, fixed or asserted against the Premises or the Building in connection with any Tenant work, Tenant shall, within 30 days after receipt by Tenant of notice of such lien, discharge the lien either by payment or by posting a bond in the amount of 150% of the amount of the lien, if permitted by law. If Tenant does not discharge the lien, whether valid or not, Landlord shall have the right, but not the obligation, to discharge the lien on Tenant's behalf, and Tenant shall promptly reimburse Landlord for all costs and expenses incurred by Landlord associated with the discharge of the lien, including without limitation reasonable attorneys' fees.

10.4. Landlord's Obligations. On the Commencement Date, Landlord shall deliver the Building and the Premises to Tenant in "as-is" condition and Tenant acknowledges that Landlord has no obligation as to the condition thereof; except that prior to the date Tenant takes possession of the Premises, Landlord shall remove the barrel of fluid currently located in the Premises. During the Term all repairs to and perform necessary maintenance shall be Tenant's obligation.

10.5. Tenant's Work.

(a) Except as set forth in Paragraph 10.4, Tenant shall pay for all costs and expenses incurred in connection with the opening of the Premises for the Permitted Use. Tenant, at its sole cost and expense, shall construct or cause to be constructed ("Tenant's Work") the Premises in accordance with the provisions of this Lease, and all applicable laws, codes, ordinances, statutes and regulations. In no event shall Tenant be permitted to lien the Premises in order to pay for the Tenant's Work. Not later than 30 days after the date hereof, Tenant shall submit to Landlord for Landlord's review and approval a full set of architectural plans and specifications ("Plans") for all work necessary to construct the Tenant Work and capable of being presented for the purposes of obtaining all applicable building permits from the City of Chicago. The Plans shall also include the design for signage. The Plans shall be prepared by a reputable architect selected by Tenant and approved by Landlord and shall be paid for by Tenant. Landlord may engage, at Landlord's sole cost and expense, an architect to review the Plans, in which event Tenant shall cause its architect to coordinate with Landlord's architect.

(b) Prior to the beginning of the construction of the Tenant Improvements, Tenant shall i) provide Landlord with information reasonably requested by Landlord to approve such outside contractor, ii) provide Landlord with complete copies of the proposed budget and the plans and specifications for the Tenant Improvements for review and approval by Landlord, and iii) deposit the total project costs with Landlord. Such funds shall be used to pay for the Tenant Improvements. If as a result of a proposed change order, the cost of the Tenant Improvements increases, Tenant shall upon execution of such change order deposit the amount of the increase plus Landlord's supervisory/coordination fee with Landlord. Any change order must be reviewed and approved by Tenant and Landlord.

(c) Landlord will use best efforts to cooperate with Tenant in securing any and all benefits and reimbursement from the City of Evanston for any Tenant Improvements. Landlord acknowledges that Tenant will seek reimbursement from the City of Evanston for Tenant Improvements, and Landlord agrees to cooperate with Tenant's efforts. Landlord does not undertake to seek reimbursement, only to cooperate with Tenant's efforts as may be needed to secure the reimbursement.

11. Entry and Inspection. Tenant shall permit Landlord or Landlord's agents to enter the Premises at reasonable times upon reasonable notice (which can include verbal notice, except that no notice is
12. **Indemnification.** Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord harmless from and against any and all claims, demands, losses, damages, costs and expenses, including reasonable attorneys’ fees ("Damages"), arising out of or relating to Tenant’s default under this Lease or Tenant’s use or occupancy of the Premises or caused by acts of Tenant or its agents, employees or invitees, except to the extent such Damages are caused by the negligence or willful misconduct of Landlord or its agents or employees. Landlord shall not be liable to Tenant for any damage caused by any act or negligence of any other tenant or occupant of the Building or by any owner or occupant of adjoining or contiguous property, nor shall Landlord be liable to Tenant other than for Landlord’s negligence or willful misconduct. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect and hold Tenant harmless from and against any and all Damages arising from the breach of Lease, negligence or willful misconduct of Landlord or its agents or employees.

13. **Tenant’s Insurance.**

13.1. **Types of Insurance.** At all times during the Lease Term, Tenant shall, at its sole expense, maintain the following types of insurance coverage:

(a) comprehensive commercial general liability insurance against any and all damages and liability arising from injuries to or death of any person or damage to property, however occasioned, in, on or about the Premises in amounts not less than $1,000,000 for injury or death of one or more persons in a single accident and $100,000 for damage to property;

(b) property insurance adequate in amount to cover damage to or replacement of, as necessary, the leasehold improvements, trade fixtures, furnishings, equipment, goods and inventory;

(c) business interruption insurance in an amount equal to all fixed Rent payable under this Lease for a period of at least 6 months commencing with the date of loss, however, to the extent Tenant elects not to maintain business interruption insurance, Tenant shall be deemed to be self-insured for such risk;

(d) employer’s liability insurance and worker’s compensation insurance providing benefits for all persons employed by Tenant in connection with the Premises to the extent required by applicable law; and

(e) a policy or policies insuring Tenant, Landlord and such other parties as designated by Landlord, against all liability now or hereinafter imposed by law for damage on account of any claims which may arise by virtue of the sale or distribution of any intoxicating beverages in or from the Premises, including without limitation loss of means of support and loss of consortium, under and by virtue of the Illinois Alcoholic Liquor Control Act or the Illinois Liquor Control Act as may be amended or such other act or acts now or hereinafter in effect or any other laws, ordinances, rules or regulations of any other applicable governmental agency (including without limitation Illinois "home rule units")
superseding or supplementing any Illinois laws, ordinances, rules or regulations. Such policy or policies shall provide that the liability of the issuer shall be as provided by law, but in no event less than $3,000,000.00 combined single limit respecting death or bodily injury in any one occurrence (or such greater amount as Landlord reasonably may determine and notify Tenant of from time to time), together with $500,000.00 minimum single limits on loss of means of support/consortium and $500,000.00 minimum on property losses. Such coverage limits may be achieved in combination with excess or umbrella coverage policies. The policy or policies shall be maintained throughout the Term (as may be extended), and the policy, policies or certificates thereof shall be deposited with Landlord and shall name the additional insureds, and contain the non-cancellation provisions, otherwise provided elsewhere in this Section.

13.2. Form of Insurance and Selection of Insurers. All insurance shall be in a form satisfactory to Landlord and carried with companies reasonably acceptable to Landlord that are licensed or authorized to do business in the State of Illinois and possess a A.M. Best's rating of A:IX or better from Best's Key Rating Guide. On or before to commencement of Tenant Improvements under this Lease, Tenant shall provide Landlord with a Certificate of Insurance, together with proof of payment of premium, showing Landlord and, if requested by Landlord, Landlord’s mortgagee as an additional insured. The Certificate must provide for a 30-day written notice to Landlord in the event of cancellation or material change of coverage. At least 10 days prior to the expiration of any coverage, Tenant shall give Landlord proof of renewals of or replacements for such insurance, together with proof of payment of premium. If Tenant does not procure any contract of insurance or any renewal or replacement required under this Paragraph 13, Landlord may, but shall not be obligated to, procure such insurance on behalf of Tenant. The cost of the insurance shall be payable to Landlord as additional rent on written demand. Should Tenant fail to maintain insurance, notwithstanding Landlord’s remedies under this paragraph or this Lease, Tenant shall be deemed to be self-insured.

13.3. Waiver of Subrogation. Landlord and Tenant release each other to the extent of any amount recovered by such party by reason of insurance required under this Lease, and each waives any right of subrogation in connection with such loss, cost, damage or expense. Such release of liability and waiver of the right of subrogation are not operative in any case where the effect is to invalidate insurance or increase the cost of insurance (provided that in the case of increased cost the other party shall, within 30 days following written notice, pay the increased cost and keep the release and waiver in full force and effect).

14. Landlord’s Insurance. Landlord shall maintain property and liability insurance policies on the Building in amounts Landlord chooses, but not less than commercially reasonable. Any insurance carried by Landlord shall in all cases be deemed excess and non-contributory to any insurance carried by Tenant.

15. Utilities. Tenant shall be responsible for all utilities consumed in the Premises and the Building. Tenant shall pay, when due, all charges for such utilities and shall indemnify and hold Landlord harmless from and against any and all liabilities and charges on account thereof. To the extent any utilities are billed to Landlord, Tenant shall reimburse Landlord as additional Rent for the cost of such utilities within ten (10) days of Landlord invoicing Tenant.

16. Condemnation. If all or more than 50% of the Premises is taken for public use, Tenant may elect to terminate this Lease as of the date of taking. If less than 25% of the Premises is taken and a part remains that is reasonably suitable for Tenant's use, this Lease shall, as to the part taken, terminate as of the date of taking, and Tenant shall then pay such proportion of the rent for the remaining term as the
value of the Premises remaining bears to the total value of the Premises at the date of the taking if such taking does not interfere with business use. Any election to terminate this Lease as provided above must be exercised, if at all, within 60 days after the nature and extent of the taking is determined or this Lease shall remain in full force and effect. Tenant shall not share in the award that may be payable to Landlord for any taking; Tenant may, however, seek a separate award for its trade fixtures and moving expenses.

17. Destruction of Premises.

17.1. Substantial Destruction. If the Premises are made substantially untenable by fire or other casualty not due to the act or neglect of Tenant or its employees, agents or servants, Landlord may elect to: (i) terminate this Lease as of the date of the fire or other casualty by giving notice of termination to Tenant within 45 days after the date of the fire or other casualty; or (ii) without terminating this Lease proceed with reasonable diligence to repair or restore the Premises, other than leasehold improvements paid for by Tenant, at Landlord’s expense but not to exceed the amount of insurance proceeds received by Landlord. If Landlord elects to repair or restore the Premises, it shall provide Tenant, within 45 days after the date of the fire or other casualty, with an estimate of the completion date of the repair or restoration. If Landlord’s estimate shows that the appropriate repairs or restoration cannot be completed within 180 days after the date of the fire or other casualty, then Tenant may, by giving written notice within 10 days after receipt of Landlord’s estimate, terminate the Lease. If such repair or restoration is begun by Landlord but is not completed by the expiration of the 180-day period, which period shall be extended by any delays caused by the insurance process, by Tenant or by other events beyond Landlord’s reasonable control, then Tenant may, upon 10 days written notice to Landlord, terminate this Lease. If this Lease is not terminated, rent shall abate for all or that part of the Premises that are rendered untenable on a per diem basis from and after the date of the fire or other casualty until the Premises are substantially repaired or restored.

17.2. Partial Destruction. If the Premises are damaged by fire or other casualty not due to the act or neglect of Tenant or its employees, agents or servants, but are not made substantially untenable, then Landlord shall with reasonable diligence repair and restore the Premises, as applicable, other than leasehold improvements paid for by Tenant. If, however, such damage occurs during the last 12 months of the Lease Term, either party may terminate this Lease as of the date of the fire or other casualty by delivering written notice of termination to the other party within 30 days after the date of such fire or other casualty.

17.3. Act or Neglect of Tenant. If the Building or the Premises are damaged by fire or other casualty due to the act or neglect of Tenant or its employees, agents or servants, Tenant shall, at its own expense (to the extent not covered by insurance required under this Lease), cause the Building or the Premises to be repaired or restored.

18. Hazardous Substances. No party shall cause or allow any Hazardous Substance (as defined below) to be brought in, kept or used in or about the Building by Tenant or its agents, employees, contractors or invitees, other than standard cleaning materials. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation any and all sums paid for settlement of claims, reasonable attorneys’ fees, consultant fees and expert fees) arising as a result of Tenant’s violation of the obligations set forth in the preceding sentence. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including
without limitation any and all sums paid for settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) arising as a result of Landlord's violation of the obligations set forth in the preceding sentence. This indemnification shall survive the termination of this Lease, and includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision. For purposes of this Paragraph 18, "Environmental Law" means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Resource Conservation and Recovery Act of 1976. "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any Environmental Law, including asbestos, petroleum and petroleum products. To the extent that Tenant's Permitted Use involves any Hazardous Substances, Tenant shall handle in accordance with all applicable Environmental Laws. Tenant will not be held responsible for any oil spills, oil remediation (so long as Tenant does not bring additional volumes of oil into the Premises, which Tenant covenants) or any other liabilities traceable to prior uses of the Premises.

19. Events of Default. Each of the following is an event of default ("Event of Default") under this Lease:

(a) if Tenant abandons or vacates the Premises;

(b) if Tenant does not pay any monthly Base Rent when due, and such failure to pay continues for five (5) days after written notice;

(c) if Tenant does not pay any sum or charge payable by Tenant under this Lease, other than Base Rent when due and such failure to pay continues for five (5) days after written notice;

(d) if Tenant does not perform or observe any agreement, covenant, condition or provision of this Lease other than the payment of money and such failure continues for thirty (30) days after written notice, provided that if such default cannot reasonably be cured within said thirty (30) day period, the time for cure shall be extended for the time reasonably necessary to effect such cure so long as Tenant promptly commences and diligently pursues such cure to completion not to exceed ninety (90) days from the date of notice;

(e) if Tenant (i) files or consents to the filing against it of a petition for relief or reorganization or any other petition in bankruptcy or liquidation; or (ii) makes an assignment for the benefit of its creditors; or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers for all or a substantial part of its property;

(f) if a petition is filed against Tenant without Tenant's consent for (a) the appointment of a custodian, receiver, trustee or other officer with similar powers for all or a substantial part of Tenant's property; (b) relief or reorganization or any other petition in bankruptcy or insolvency; (c) the dissolution, winding up or liquidation of Tenant, if any such petition is not dismissed within 60 days;

(g) if this Lease or Tenant's interest in this Lease is levied upon under any attachment or execution and the attachment or execution is not vacated within 60 days; or
(h) if Tenant assigns this Lease or subleases all or any portion of the Premises in violation of Paragraph 8 above.

20. **Landlord's Remedies on Default.** If an Event of Default occurs, Landlord may, at its option, terminate this Lease and repossess the Premises pursuant to state law, without demand or notice of any kind to Tenant, and recover from Tenant as damages:

(a) the unpaid rent and other amounts due at the time of such termination plus interest on such amounts at the rate set forth in Subparagraph 2.2 above from the due date until paid; plus

(b) the present value of the rent payable under the Lease for the remainder of the Lease Term after the termination less the present value of the fair rental value of the Premises, for that period (both determined by applying a discount rate equal to the prime rate then published in The Wall Street Journal); plus

(c) any other amount necessary to compensate Landlord for damages caused by Tenant's failure to perform its obligations under this Lease, including without limitation the cost of recovering the Premises.

In the alternative, Landlord may terminate Tenant's right of possession (but not this Lease) and repossess the Premises pursuant to state law, without demand or notice of any kind to Tenant. In that event, Landlord may relet the Premises for the rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting Landlord is authorized by Tenant to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. Tenant shall pay all reasonable costs of re-letting, including without limitation, brokerage commissions and reasonable attorneys’ fees, and shall be liable for any deficiency in rent below the total rental and all other payments required under this Lease for the unexpired balance of the Lease Term. In addition, Landlord may exercise any and all other rights and remedies available to Landlord at law or in equity. In exercising any of its rights and remedies under this Paragraph 20, Landlord shall use reasonable efforts to mitigate damages.

21. **Security Deposit.** The Security Deposit set forth in Paragraph 1 secures Tenant's performance of its obligations under this Lease. Landlord may apply all or portions of the Security Deposit if Tenant does not perform all of its obligations, and Tenant shall replace the amount so applied within 10 days after demand from Landlord. Tenant expressly acknowledges that Tenant may not apply all or any portion of the Security deposit to the payment of rent under this Lease, and if it attempts to do so, late charges and penalties shall accrue until rent is paid in full without regard to the Security Deposit. If Tenant is not in default, any balance of the Security Deposit remaining at the expiration of the Lease Term shall be returned promptly to Tenant, without interest. If the Building is sold, Landlord may transfer the Security Deposit to the purchaser. Upon a transfer, Landlord shall have no further liability with respect to the Security Deposit, and Tenant shall look solely to the purchaser for the return of the Security Deposit. Landlord need not keep the Security Deposit in a segregated account, and the Security Deposit may be commingled with other funds of Landlord.

22. **Limitation on Landlord's Personal Liability.** Tenant shall look solely to Landlord's interest in the Building for the recovery of any judgment from Landlord, it being agreed that neither Landlord nor any of its officers, members, managers, shareholders, directors, partners or employees shall be personally liable for any such judgment in favor of Tenant.
23. **Attorneys' Fees.** If either party to this Lease institutes any suit against the other party to enforce this Lease, the prevailing party shall be entitled to all of its costs, expenses and reasonable attorneys' fees in connection with the suit.

24. **Waiver.** No failure of Landlord to enforce any term of this Lease shall be deemed to be a waiver of such term.

25. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties that the remaining provisions of this Lease shall continue in full force and effect.

26. **Notices.** Except as specifically provided to the contrary in this Lease, all notices under this Lease to be enforceable at law or in equity must be in writing, and shall be deemed given (i) when personally delivered (including by means of professional messenger service), (ii) one business day after being sent by overnight courier, with request for next business day delivery, or (iii) 2 business days after being sent by registered or certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1 with respect to Tenant, and to:

920 Chicago Ave., LLC  
c/o Oscar Tatosian

With a copy to:  
Kevin A. Sterling, Esq.  
The Sterling Law Office LLC  
411 North LaSalle Street  
Suite 200  
Chicago, IL 60654

27. **Surrender of Premises.** On the last day of the Lease Term or on any earlier termination, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear and damage by fire or other casualty excepted free and clear of debris. When the Lease terminates, Landlord shall advise Tenant whether Landlord shall require Tenant to remove any or all tenant improvements made to the Premises during the Lease Term. Any improvements that Landlord does not require to be removed shall belong to Landlord without compensation, allowance or credit to Tenant, except movable trade fixtures, furnishings and equipment of Tenant that can be removed without defacing the Premises or the Building. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, furnishings and equipment.

28. **Holding Over.** Any holding over after the expiration or termination of this Lease shall be construed as a tenancy at sufferance at a rental of 150% of the rent payable in the month immediately preceding the month in which the expiration or termination occurred, and otherwise in accordance with the terms of this Lease. If Tenant becomes a holdover tenant, Tenant shall also indemnify Landlord against all claims as a result of Tenant's possession of the Premises, including without limitation claims for damages by any tenant to whom Landlord may have leased some or all of the Premises, for a term commencing after the expiration or termination of this Lease.
29. **Time.** Time is of the essence of this Lease.

30. **Successors and Assigns.** This Lease is binding on and inures to the benefit of Landlord and Tenant and their respective successors and assigns, so long as, with respect to Tenant, its assigns are approved by Landlord pursuant to this Lease.

31. **Subordination.** This Lease is subordinate to the lien of any mortgages which are now or at any future time are placed on the Building, the Premises or Landlord's rights under this Lease, and to any renewals, extensions, modifications or consolidations of any mortgage. This clause is self-operative and any mortgagee need require no further instrument of subordination. To confirm subordination, however, Tenant shall execute promptly any appropriate certificate or instrument that Landlord reasonably requests.

32. **Estoppel Certificate; Financial Statements.**

32.1. **Certificates.** Tenant shall, within 10 days' after receiving a written request from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of the modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying defaults if any are claimed; and, if part of the certification (c) confirmation of subordination as outlined in Paragraph 31 above. All prospective purchasers or mortgagees of the Building may conclusively rely on the statement. Tenant's failure to deliver the statement shall be conclusive on Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord, that there are no uncured defaults of Landlord, that not more than one month's rent has been paid in advance, and that subordination of this Lease is confirmed. If Tenant does not respond to Landlord's request in a timely manner, Landlord may complete such a statement and sign it on behalf of Tenant, and Tenant acknowledges that Landlord and third parties may rely on such a statement.

32.2. **Financial Statements.** Upon reasonable request by Landlord, but not more frequently than annually, Tenant and Guarantor shall deliver to Landlord and any lender or purchaser designated by Landlord current financial statements of Tenant and Guarantor. The financial statements shall be received by Landlord and the lender or purchaser in confidence.

33. **Renewal Options.** So long this Lease is in full force and effect and Tenant is not in default under this Lease, at the time the Renewal Option (hereinafter defined) is exercised, or at the commencement of the Renewal Term (hereinafter defined), Tenant shall have the option ("Renewal Option") to renew this Lease for one three-year term ("Renewal Term") on the same terms and conditions as set forth herein. In order to exercise the Renewal Option, Tenant shall give Landlord at least six (6) months' written notice thereof prior to the expiration of the initial Term. In the event Tenant exercises the Renewal Option, Base Rent for the Renewal Term shall be escalated at three percent (3%) per year compounded.

34. **Authorization.** If Tenant executes this Lease as a corporation, limited liability company or partnership, then Tenant and the person(s) executing this Lease on behalf of Tenant represent and warrant that the entity is duly qualified to do business in the State of Illinois and that the individuals executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on Tenant's behalf. If this representation and warranty is untrue, then the person signing this Lease agrees to be personally liable for the performance of tenant's obligations.
35. **Joint and Several Liability.** In the event that more than one person or entity executes the Lease as Tenant, they are jointly and severally liable for all of Tenant's obligations hereunder.

36. **Force Majeure.** Each party to this Lease is excused for the period of any delay in performing of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control.

37. **Recording.** Tenant shall not record this Lease or any memorandum or short form of this Lease.

38. **Governing Law.** The laws of the State of Illinois govern this Lease.

39. **Jury Waiver.** LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR TENANT MAY INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE PREMISES.

40. **Covenant of Quiet Enjoyment.** So long as Tenant is not in default under this Lease beyond any cure period, Tenant's peaceful and quiet possession of the Premises during the Lease Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord.

41. **Real Estate Broker Disclosure.** Tenant represents that the Tenant has not dealt with any broker in connection with this Lease, except for Fara Group, as broker for Landlord and that insofar as the Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection therewith. Tenant agrees to indemnify, defend and hold Landlord and it beneficiaries, employees, agents, their officers and partners, harmless from and against any claims made by any other broker or finder for a commission or fee in connection with this Lease, provided that Landlord has not in fact retained such broker or finder.

42. **Guaranty.** Tenant shall cause the Guarantor to execute the Guaranty attached hereto as Exhibit C. Tenant acknowledges that the Guaranty is a material inducement to Landlord to enter into this Lease, and that Landlord would not have entered into the Lease but for the existence of the Guaranty.

43. **Entire Agreement.** This Lease, including all attached Schedules and Exhibits, is the entire agreement between the parties and may be modified only by a writing signed by both parties.
IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD
920 CHICAGO AVE., LLC, an Illinois limited liability company

By:  
Name: Oscar Tatosian
Its: Manager

TENANT
FEW SPIRITS, LLC, an Illinois limited liability company

By:  
Name: Paul Heiko
Its: Manager
EXHIBIT A
PLAN OF LEASED PREMISES

[Exhibit “A” consisting of one page follows this page.]
EXHIBIT B
RULES AND REGULATIONS

1. In the event of any conflict between the terms of these rules and regulations and the express provisions of the Lease, the Lease shall control. Landlord reserves the right to rescind, add to and amend any rules or regulations, to add new reasonable rules or regulations and to waive any rules or regulations with respect to any tenant or tenants. Tenant shall make available a copy of these rules and regulations to each of its employees to facilitate compliance with these standards.

2. The sidewalks, walks, plaza entries, corridors, ramps, staircases and elevators of the Building shall not be obstructed, and shall not be used by Tenant, or the employees, agents, servants, visitors or invitees of Tenant, for any purpose other than ingress and egress to and from the Premises. No skateboards, roller skates, roller blades or similar items shall be used in or about the Building.

3. Landlord acknowledges and accedes to Tenant bringing in, installing, operating, and using any and all equipment deemed appropriate in Tenant's sole and unfettered judgment for accomplishing or advancing the intended use, including but not limited to stills, mash tanks, pumps, fermentation units, boilers or other sources of heat, bottling units, and any and all equipment or furnishings for a tasting room and the like.

4. Tenant, or the employees, agents, servants, visitors or invitees of Tenant, shall not at any time place, leave or discard any rubbish, paper, articles or object of any kind whatsoever outside the doors of the Premises other than in the dumpsters provided.

5. Tenant shall not place, or cause or allow to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, in, about or on the exterior of the Premises, Building or Project except in and at such places as may be designated by Landlord and consented to by Landlord in writing. Any such sign, placard, advertisement, picture, notice or lettering so placed without such consent Landlord may remove without notice to and at the expense of Tenant.

6. Tenant shall not place, or cause or allow to be placed, any satellite dish, communications equipment, computer or microwave receiving equipment, antennas or other similar equipment about or on the exterior of the Premises, Building or Project without Landlord's consent, which consent may be withheld in Landlord's sole discretion. Landlord may remove any such equipment so placed without notice to and at the expense of Tenant.

7. Canvassing, soliciting or peddling in the Building and/or Project is prohibited and Tenant shall cooperate reasonably to prevent same.

8. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect. Tenant shall not make duplicate keys. All keys shall be returned to Landlord upon the termination of this Lease and Tenant shall give to Landlord the explanations of the combinations of all safes, vaults and combination locks remaining with the Premises. Landlord may at all times keep a passkey to the Premises, except as may be prohibited by law with respect to areas storing alcoholic beverages. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use. Landlord-assisted entries into the Premises shall bear a standard service charge of $50.00 per entry.
EXHIBIT C
GUARANTY

FOR VALUE RECEIVED, the undersigned Guarantor hereby guarantees, throughout the Term, the payment of Base Rent, utility charges, and any and all other financial obligations under the Lease and the performance by FEW SPIRITS, LLC, an Illinois limited liability company ("Tenant") and by Tenant’s heirs, executors, administrators, successors and assigns of all covenants and agreements of Tenant under the Lease ("Lease") dated September 1, 2010 entered into between Tenant and 920 CHICAGO AVE., LLC, an Illinois limited liability company ("Landlord"), for the Premises located at 918 Chicago Avenue, Evanston, Illinois. (In the event there is more than one guarantor, the obligations of each guarantor under this Guaranty shall be joint and several). The undersigned further agrees to pay all expenses, including reasonable attorneys’ fees and legal expenses, paid or incurred by Landlord in endeavoring to collect or enforce this Guaranty, such payment to be made or performed by the undersigned forthwith upon a default by Tenant under the Lease.

This Guaranty also covers all undertakings and obligations of Tenant’s heirs, executors, administrators, successors or assigns, and all extensions, renewals, modifications, amendments or other changes in the Lease.

Notwithstanding any provision contained herein to the contrary, Guarantor’s liability under this Guaranty shall be limited to an amount equal to Base Rent for the six (6) month period following the date in which an Event of Default under the lease occurs plus the cost of enforcement of the Lease and this Guaranty.

Guarantor hereby expressly waives notice of the existence of non-performance by Tenant, presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever in respect of the Guaranty. Guarantor is executing this Guaranty as primary obligor and not as a surety only. Guarantor expressly waives any requirement that the Landlord first commence any action against the Tenant prior to enforcing this Guaranty.

Guarantor acknowledges that this Guaranty is a material inducement to Landlord to enter into the Lease, and that Landlord would not have entered into the Lease but for the existence of this Guaranty.

LANDLORD AND GUARANTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR GUARANTOR MAY INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THE LEASE OR THIS GUARANTY.

GUARANTOR:

Paul Hleko
Address: [Redacted]

Social Security Number: [Redacted]
Memorandum

To: Honorable Mayor Elizabeth Tisdahl
    Local Liquor Control Board
From: Wendy McCambridge, Administrative Adjudication Manager
Subject: Background Check Summary for Few Spirits
Date: December 6, 2010

A background investigation was conducted for liquor license applicant Few Spirits, LLC, dba Few Spirits. Reference checks were also conducted and are attached to each Shareholder and/or Site manager Background Form.

The names of the shareholder(s) submitted to the Illinois State Police and FBI are as follows:
# SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM  
(Supplement C)  

All parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete background form:

<table>
<thead>
<tr>
<th>Corporation/Partnership Name:</th>
<th>Few Spirits, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
<td>Few Spirits, LLC</td>
</tr>
</tbody>
</table>

## PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Middle Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAUL</td>
<td>ALETICU</td>
<td>M</td>
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<table>
<thead>
<tr>
<th>Title:</th>
<th>Sole Owner</th>
<th>Partner</th>
<th>Corp Officer</th>
<th>Site Manager</th>
<th>Director</th>
<th>Other:</th>
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<thead>
<tr>
<th>% of Stock Ownership:</th>
<th>100</th>
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</table>

<table>
<thead>
<tr>
<th>Current Residential Address:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Suite/Apt.:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
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<td>State:</td>
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<td>Zip:</td>
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<tr>
<th>Home Phone:</th>
<th>Work Phone:</th>
<th>Cell Phone:</th>
<th>Email:</th>
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<tr>
<th>Date of Birth (MM/DD/YYYY):</th>
<th>Social Security Number:</th>
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<th>Place of Birth (City, State and Country):</th>
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<tr>
<th>Are you a Citizen of the United States?</th>
<th>Yes</th>
<th>No</th>
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<tr>
<th>Naturalized Citizen:</th>
<th>Naturalization Information:</th>
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<tbody>
<tr>
<td>Yes</td>
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<tr>
<th>Naturalization Date:</th>
<th>City:</th>
<th>State:</th>
<th>County:</th>
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## RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

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<thead>
<tr>
<th>Address (City, State, Zip):</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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<th>Telephone:</th>
<th>Reason for Leaving:</th>
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## EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>1. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Few Spirits</td>
<td>PAUL</td>
<td>5/1/08</td>
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<thead>
<tr>
<th>Address (City, State, Zip):</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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<tr>
<th>2. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
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<tr>
<th>Address (City, State, Zip):</th>
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<th>State:</th>
<th>Zip:</th>
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<tr>
<th>3. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
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<th>Reason for Leaving:</th>
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ADDITIONAL INFORMATION:

A. If you are a Site Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?
   - Yes
   - No
   - If yes, please attach a copy of your BASSET certification.
   - If no, when do you expect to complete BASSET certification?

B. Have you ever been convicted of violating a Local City Code?
   - Yes
   - No

C. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?
   - Yes
   - No

D. Has any license previously issued to you by Federal, State, or Local authorities been revoked?
   - Yes
   - No

If you have answered “Yes” to (B), (C), or (D), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.

WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, employment history, and criminal history record.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct; I will not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read and understand Title 3, Chapter 5 of Evanston City Code which details Liquor Control Regulations for the City of Evanston.

\[Signature\]
Shareholder/Site Manager Signature

\[Signature\]
Notary Signature

State of \textsc{Illinois} \hspace{1cm} SS.
County of \textsc{Cook} \hspace{1cm}

Subscribed and Sworn to before me
This \textbf{28th} day of \textbf{October}, \textbf{2010}.

\[Signature\]
Notary Signature

\[Seal\]
\textbf{"OFFICIAL SEAL"}
\textbf{Serap Seyfak}  
\textbf{Notary Public, State of Illinois}  
\textbf{Cook County}  
\textbf{My Commission Expires April 7, 2012}
Liquor Control Commissioner

Honorable Mayor Stephen H. Hagerty

Permit Service Hours
Mon - Sun: 10 AM - 11 PM, Sun: 12 PM - 10 PM

City of Evanston

Alcoholic Liquor License

License Period: 3/22/2020 - 3/22/2021

Class P
License Number

Subject to immediate forfeiture. Violators may be sentenced to immediate forfeiture. Violators may be subject to immediate prosecution. Violators may be sentenced to immediate forfeiture.

Requirements of the City of Evanston Liquor Control Regulations, to obtain this license

Speakeasy Class: as well as all pertinent

Liquor under the classification described

authorizes the named person(s) to sell

A license to sell liquor in the City of Evanston

is a privilege, not a right. This license

Evanston, IL 60202
312-440-7606

eraew法师
New Spirits, LLC

License Period: 3/22/2020 - 3/22/2021

Class P
License Number

Subject to immediate forfeiture. Violators may be sentenced to immediate forfeiture. Violators may be sentenced to immediate forfeiture. Violators may be sentenced to immediate forfeiture.

Requirements of the City of Evanston Liquor Control Regulations, to obtain this license

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Evanston, IL 60202
312-440-7606

eraew法师
New Spirits, LLC
<table>
<thead>
<tr>
<th>Licensee</th>
<th>License No.</th>
<th>License Class</th>
<th>Renewal Date</th>
<th>Annual License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Few Spirits, LLC</td>
<td></td>
<td>Class P</td>
<td>02/29/2020</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

If paid by installment 2nd installment due:
**Semi-Annual Fee Not applicable to Classes E, F, F1, G**

Check should be made payable to: City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

**PLEASE DETACH BELOW AND RETURN STUB WITH PAYMENT**

Forward payment to: City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

---

City of Evanston
Liquor License Renewal Invoice

If paid by installment 2nd installment due:
**Semi-Annual Fee Not applicable to Classes E, F, F1, G**

Check should be made payable to: City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

Payment enclosed:

- Full annual license fee $1,800.00
- 6 month installment payment $945.00

CITY OF EVANSTON
LIQUOR LICENSE RENEWAL

Acct Code: [redacted]
City of Evanston
Liquor License Renewal Invoice

Licensee
Few Spirits, LLC
dba Few Spirits
918 CHICAGO AVE
Evanston, IL 60202

<table>
<thead>
<tr>
<th>License No.</th>
<th>License Class</th>
<th>Renewal Date</th>
<th>Annual License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Class P</td>
<td>02/29/2020</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

Installment Amount**
$945.00

Installment Due Date
Friday, August 28, 2020

If Paid by installment 2nd installment due:
**Semi-Annual Fee Not applicable to Classes E, F, F1, G

Check should be made payable to:
City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

PLEAS DETACH BELOW AND RETURN STUB WITH PAYMENT

Full annual license fee $1,800.00
6 month installment payment $945.00

Forward payment to:
City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

CITY OF EVANSTON
LIQUOR LICENSE RENEWAL

Acct Code:
PAY TO THE ORDER OF City of Evanston

One Thousand Eight Hundred and 00/100

Dollars

City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave, RM 4400
Evanston, IL 60201

MEMO

FEW Spirits, LLC

City of Evanston

Date Type Reference
12/31/2019 Bill 2020 LIQ LICENSE

Original Amt. Balance Due
USD 1,800.00 USD 1,800.00

1/9/2020 Discount Payment

USD 1,800.00 USD 1,800.00

Check Amount

USDC 1,800.00

Wells Fargo Operating
City of Evanston
Liquor License Renewal Invoice

License No. | License Class | Renewal Date | Annual License Fee
---|---|---|---
[blank] | Class P | 02/29/2020 | $1,800.00

If Paid by installment 2nd installment due:
**Semi-Annual Fee Not applicable to Classes E, F, F1, G

Check should be made payable to: City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

PLEASE DETACH BELOW AND RETURN STUB WITH PAYMENT

Forward payment to: City of Evanston
ATTN: Liquor Licensing
2100 Ridge Ave., RM 4400
Evanston, IL 60201

License No.
[blank]

License Class | Annual License Fee
---|---
Class P | $1,800.00

Payment enclosed:
- Full annual license fee $1,800.00
- 6 month installment payment $945.00

CITY OF EVANSTON
LIQUOR LICENSE RENEWAL
Acct Code:[blank]
RENEWAL STATEMENT

Company Name: Few Spirits, LLC
dba Name: dba: Few Spirits
Address: 918 CHICAGO AVE
          EVANSTON, IL 60202
License No. [redacted]
Liquor Class: Class P
Expiration Date: 2/28/2020
Annual Fee: $1,800.00
Semi-Annual Fee**: $1,890.00 (two semi-payments of): $945.00
**Semi-Annual Fee Not applicable to Classes E, F, F1 G

LIQUOR CONTROL COMMISSIONER

AFFIDAVIT

STATE OF ILLINOIS)

COUNTY OF COOK)

[Signature]

being first duly sworn on oath deposite and say that the following answers
to the following questions are true and correct:

1. Are all statements made in your original Application still true and correct? __Yes ___No (If not, explain)

2. Have you complied with the following laws or rules and regulations:
   City of Evanston Liquor Ordinance ___Yes ___No
   State of Illinois Liquor Laws ___Yes ___No
   Rules of the Evanston Liquor Control Board ___Yes ___No

3. Is your City of Evanston and State Liquor License displayed in a prominent place at all times? ___Yes ___No

4. Are you familiar with the City of Evanston age limits as to the sale and consumption of alcoholic beverages in your
   establishment? ___Yes ___No

5. Is the "warning to persons under 21" sign with regard to the purchase of alcoholic liquor displayed at all times in a
   prominent place? ___Yes ___No

6. During the past year have you given free meals or other gratuities to any Evanston City officials, law enforcement officers
   or inspectors, or have any of them asked you for any gratuities? ___Yes ___No

7. Has any supplier indicated to you during the past year that you should buy his food, liquor, equipment or supplies on the
   threat that he would otherwise cause your license to be revoked or would cause other injury to result to you or your
   establishment? ___Yes ___No

8. Have you served alcoholic beverages during the past year to anyone who appear to you to already have had too much to
   drink? ___Yes ___No

9. Have you adhered to the laws and governmental regulations concerning your premises, its maintenance, its cleanliness,
   etc. during the past year? ___Yes ___No
10. Are there any debts or unpaid tax owed to the City of Evanston? ____ Yes ____ No
   If yes, explain:

11. Have all site managers, servers and bouncers successfully completed a state of Illinois certified beverage alcohol, sellers and servers education and training program (BASSET) within the past three (3) years? ___ Yes ___ No
   If no, explain:

12. Are all valid BASSET certificates on file and available for review? ___ Yes ___ No
   If no, explain:

13. Have you advised us in writing of all changes in officers, directors and managers since your last Application or Renewal Status? ** ____ Yes ____ No ____ N/A
   If no, explain:

In each of the questions, I understand that "you" refers to each of the officers, managers, and employees of my establishment.

WITNESS, my hand and seal this 4th day of February, 2020

(Applicant Signature)

(Notary Public)

SUBSCRIBED AND SWORN TO ME THIS 4th day of February, 2020.

SHELDON F COHEN
Official Seal
Notary Public - State of Illinois
My Commission Expires May 24, 2022

Rev. 04/24/19
# Liquor License Renewal Statement Data Sheet

**ALL FIELDS REQUIRED**

<table>
<thead>
<tr>
<th>Corporation Name:</th>
<th>[FEW SPIRITS LLC]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business (dba) Name:</td>
<td>FEW SPIRITS</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>215 S Chicago Ave</td>
</tr>
<tr>
<td>Business Phone No:</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Business Email Address:</td>
<td><a href="mailto:info@fewspirits.com">info@fewspirits.com</a></td>
</tr>
<tr>
<td>Name of Person Completing this Statement:</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Title or Position:</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Day Time Telephone No:</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Email Address:</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

**Officer/Owner and Site Manager Information** - Please provide us with the following information for each officer, owner, and Site Manager. **New Site Managers and Owners must undergo background checks.** Contact Liquor Licensing for more information. **You must indicate a Site Manager (s) below.**

### 1) Name: [Redacted]
- Address: [Redacted]
- Work Phone: [Redacted] Home Phone: [Redacted]
- Date of Birth: [Redacted]
- Sex: [Redacted] Race: [Redacted]
- Position/Title (Circle): Owner Site Manager Director/Officer Other:

### 2) Name: [Redacted]
- Address: [Redacted]
- Work Phone: [Redacted] Home Phone: [Redacted]
- Date of Birth: [Redacted]
- Sex: [Redacted] Race: [Redacted]
- Position/Title (Circle): Owner Site Manager Director/Officer Other:

### 3) Name: [Redacted]
- Address: [Redacted]
- Work Phone: [Redacted] Home Phone: [Redacted]
- Date of Birth: [Redacted]
- Sex: [Redacted] Race: [Redacted]
- Position/Title (Circle): Owner Site Manager Director/Officer Other:

### 4) Name: [Redacted]
- Address: [Redacted]
- Work Phone: [Redacted] Home Phone: [Redacted]
- Date of Birth: [Redacted]
- Sex: [Redacted] Race: [Redacted]
- Position/Title (Circle): Owner Site Manager Director/Officer Other:

I certify that the above-listed information is true:

**Signature of Authorized Agent:** [Signature]

**Date:** 1/6/20
December 19, 2018

Few Spirits, LLC
dba Few Spirits
918 Chicago Avenue
Evanston, IL 60202

Dear Liquor Licensee:

Your annual liquor license expires on the above referenced date. You cannot serve liquor after that date unless renewal of your license has been approved. Attached is the renewal application for your liquor license. Forms must be completed and submitted at least three (3) weeks in advance of the renewal date. Failure to submit your application three (3) weeks in advance of the expiration date may delay your renewal.

The following items must be completed and attached for your submission to be considered complete. Please review this list carefully as it may have been recently updated:

1) Renewal Statement, notarized;
2) Liquor License Renewal Statement Data Sheet; all owner(s) and site manager(s) information must be completed; any changes in management and ownership must be reported;
3) An ACORD liquor liability insurance certificate naming City of Evanston as certificate holder and additional insured. Additional insured language must read as follows: "City of Evanston is an Additional Insured with respect to the General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4". Renewals will not be granted if this exact language is not contained in the description of operation;
4) Copy of the current surety bond in the amount of $2,500;
5) Evidence of Good Standing from the Illinois Secretary of State;
6) Copy of your valid Illinois State Liquor License;
7) Copy of valid BASSET certificates for all managers;
8) Payment of all outstanding debts and liquor taxes owed to the City of Evanston;
9) Renewal fee payment.

Please return the completed renewal packet to City of Evanston Liquor Licensing, 2100 Ridge Avenue, Room 4400, Evanston, IL 60201. Failure to renew your license will result in suspension of liquor privileges. Thank you for your cooperation.

Sincerely,

Mario Treto, Jr.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TRICOR, Inc. - Dubuque
600 Star Brewery Dr., Suite 110
Dubuque, IA 52001

INSURED
Few Spirits, LLC
918 Chicago Avenue
Evanson, IL 60202

CONTACT NAME: (553) 556-5441
PHONE (AIC. No.): (608) 723-6440
E-MAIL ADDRESS: NAIC #

INSURER(S) AFFORDING COVERAGE
INSURER A: United Fire & Casualty Co
INSURER B: Illinois Casualty Company

COVERAGES

<table>
<thead>
<tr>
<th>INSR LMT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR (INSR) Y/O</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF/EXP IMM/DD/YYY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td>X</td>
<td>2/21/2020</td>
<td>2/21/2021</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOD AGG $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EMPLOYEE BENEFICI $200,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY</td>
<td>X</td>
<td>2/21/2020</td>
<td>2/21/2021</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY EXCESS CLAIMS-MADE</td>
<td>X</td>
<td>2/21/2020</td>
<td>2/21/2021</td>
<td>EACH OCCURRENCE AGGREGATE $2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>Liquor Liab</td>
<td>X</td>
<td>2/21/2020</td>
<td>2/21/2021</td>
<td>Each Common Cause Stock $3,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Property</td>
<td>X</td>
<td>2/21/2020</td>
<td>2/21/2021</td>
<td>7,925,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101). Additional remarks schedule, may be attached if more space is required.

Liquor Liability extends to the locations at 918 Chicago Ave, Evanston, IL 60202 and 2310 Main St, Evanston, IL 60202

City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4

CERTIFICATE HOLDER
City of Evanston
2100 Ridge Avenue, Rm 2703
Evanston, IL 60201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

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CONTINUATION CERTIFICATE
(For Use On Surety Bonds)

STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

The STATE FARM FIRE AND CASUALTY COMPANY (hereinafter called the Company) hereby continues in force its Bond No. [Redacted] in the sum of Dollars ($2,500.00),

TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

on behalf of FEW SPIRITS LLC

in favor of CITY OF EVANSTON

for the (extended) term, subject to all the covenants and conditions of said Bond, beginning on OCTOBER 28, 2019 and ending on OCTOBER 28, 2020.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum stated above.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed AUGUST 15, 2019.

STATE FARM FIRE AND CASUALTY COMPANY
(Surety)

By: [Redacted] (SEAL)

Attorney-in-Fact

JOHN TYLER CARLSON

3848 13 IL
KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois Corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint Eugene Brant, Pamela Chancelor, Amanda J. Clifton, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jeanette Hughes, Jerry Jacek, Julia Klinzing, Connie S. Knox, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Leann Lemmel, Carey J. Rice, Suzanne M. Robertson, Alice Schuler, Heidi Simmons, Heidi Stevens, Steven M. Sraub, Penny Tracy, Kathy J. Walker, Karen Weber, Karl Yoder of Bloomington, Illinois its true and lawful Attorney(s) in Fact, to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14th day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile on any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 14th day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: [Signature]

John R. Horton Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF MCLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument in such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

"OFFICIAL SEAL"

Pamela Chancellor
Notary Public, State of Illinois
My Commission Expires August 30, 2021

Signed and sealed at Bloomington, Illinois. Dated this 15 day of AUGUST, 2019.

[Signature]

Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that FEW SPIRITS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 31, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of JANUARY A.D. 2020.

Jesse White
SECRETARY OF STATE
FEW SPIRITS LLC
FEW SPIRITS
918 CHICAGO AVE
EVANSTON IL 60202-1819

March 8, 2019

Letter ID: L0918146640
License No.: 3X-0098623
Expiration Date: 03/31/20
License Type: CRAFT DISTILLER
Account ID: [redacted]

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

STATE OF ILLINOIS
LIQUOR CONTROL COMMISSION
Governor JB Pritzker

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

FEW SPIRITS LLC
FEW SPIRITS
918 CHICAGO AVE
EVANSTON IL 60202

Cook

Sales Tax Acct #: [redacted]

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:

CRAFT DISTILLER COMBINED

ISSUE DATE: 03/08/19
Effective: 04/01/19
THIS LICENSE EXPIRES ON 03/31/20

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL.
GENERAL INSTRUCTIONS

1. APPLICATION FORM: The form must be completed in its entirety. Please print neatly or type. Corporate applicants must also provide the signature of the authorized representative. Applicants must complete and sign the affidavit provided. Supplement forms A, B, and C are to be submitted with application. Supplement C must be completed by each Owner, Shareholder and/or Manager. Please submit a complete application with all required attachments at one time.

2. LIQUOR CONTROL CODE: All applicants are expected to review the Evanston Liquor Control Code and the Illinois State liquor codes before applying for a license. Information provided by staff and in written documentation is for informational purposes only and is not to be relied on in lieu of a full review of the liquor code.

3. BACKGROUND INVESTIGATION FORM: Each shareholder and/or site-manager must undergo a police background investigation that includes a fingerprint check through the Illinois State Police and the Federal Bureau of Investigation.

To begin the process of the background check for each person:
1. Pay the Fingerprinting Process Fee and make an appointment. You may pay online via credit card or by visiting the liquor permits page at www.cityofevanston.org/residents/permits-licenses.
2. After you've paid online, you should a fingerprinting session by contacting Catalina De La Rosa at the Evanston Police Department at 847-866-5023.
3. Bring the original receipt for $43.25 that you paid to the City of Evanston AND a valid photo I.D. to your fingerprinting appointment.

*Note: Separate transactions are required for each person. Each establishment manager subsequently hired must submit to a fingerprint and background investigation.

4. LIQUOR LIABILITY INSURANCE (Dram Shop):
   - Each applicant must acquire Liquor Liability Insurance (Dram Shop) in the amount of $1,000,000.
   - City of Evanston is to be named as an additional insured with respect to the General Liability and Liquor Liability policies. Endorsements should not be pursuant to a written agreement.
   - Please review City of Evanston liquor code section 3-4-4 for further information.
   - Evidence of the insurance must be attached in the form of an ACORD Certificate of Insurance at the time of application submittal.
   - The ACORD Liquor Liability Insurance Certificate should name the City of Evanston as Certificate Holder and Additional Insured. Additional insured language must read exactly as follows: “City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4”.
   - Licenses will not be granted if this exact language is not contained in the description of operations.

5. SURETY BOND
   - Each applicant is required to provide a surety bond in the amount of $2,500. Surety bonds can be acquired through your insurance agent or broker.
   - Such bond shall provide against any violation by the principal, his agents or employees of any of the terms of the City Code, rules and regulations now in force or which may hereafter be in force in the City affecting the operation of such business.

6. OTHER DOCUMENTS AND INFORMATION REQUIRED
   - Payment of the first/initial annual license fee
   - Articles of Incorporation/Organization
   - Evidence of Good Standing with State of Illinois
   - A copy of Dram Shop/Liquor Liability Insurance listing City of Evanston as Certificate Holder AND Additional Insured
   - BASSET Training Certification for all Site Managers and Owners
   - If a restaurant or other entity offering onsite consumption, a copy of the proposed menu
   - A copy of the applicants lease
   - Floor Plan of Liquor Establishment
   - Current business/food establishment license issued by the City of Evanston, (once received for new businesses)
   - A copy of your Illinois State Liquor License (once received for new businesses)
   - Listing of all goods, wares, and merchandise (if applicable)
# City of Evanston Liquor License Application

## 1. APPLICANT

<table>
<thead>
<tr>
<th>A. Corporation name:</th>
<th>FEW Spirits, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Business name:</td>
<td>FEW Spirits</td>
</tr>
<tr>
<td>C. Previous business name (if dba changed):</td>
<td></td>
</tr>
<tr>
<td>D. Business address (city, state, zip code):</td>
<td>918 Chicago Ave, Evanston, IL 60202</td>
</tr>
<tr>
<td>E. Business telephone:</td>
<td>8479208628</td>
</tr>
<tr>
<td>F. Business website:</td>
<td>FEWSpirits.com</td>
</tr>
<tr>
<td>G. Business Email:</td>
<td><a href="mailto:info@fewspirits.com">info@fewspirits.com</a></td>
</tr>
</tbody>
</table>
| H. Illinois business tax number: | |}

## 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

<table>
<thead>
<tr>
<th>A. Address applying for liquor license (exact street address):</th>
<th>Evanston</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):</td>
<td></td>
</tr>
<tr>
<td>C. Is the business required to be located within the “Retail Package Store Area”?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, is it located within the “Retail Package Store Area”?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

## 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

<table>
<thead>
<tr>
<th>A. Business type:</th>
<th>Restaurant</th>
<th>Hotel</th>
<th>Package Store</th>
<th>Grocery Store</th>
<th>BrewPub</th>
</tr>
</thead>
<tbody>
<tr>
<td>x Craft Distillery</td>
<td>Craft Brewery</td>
<td>Craft Winery</td>
<td>Other (explain):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Describe the nature of the business / kind of business:</td>
<td>distillery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquor to be served and/or sold:</td>
<td>x Alcoholic liquor</td>
<td></td>
<td></td>
<td>Beer &amp; Wine only</td>
<td>Beer Only</td>
</tr>
<tr>
<td>Days and times liquor is served:</td>
<td>x Sunday to Thursday</td>
<td>x Monday to Friday</td>
<td></td>
<td>x Saturday to</td>
<td></td>
</tr>
<tr>
<td>Liquor will served or sold by:</td>
<td>x Glass</td>
<td>x Bottle</td>
<td></td>
<td>Can</td>
<td>Waitstaff and/or</td>
</tr>
</tbody>
</table>
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If your response is “No,” skip this section and proceed to section 5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Does the restaurant premises maintain and conduct business to the public as an establishment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Does the restaurant provide adequate and sanitary kitchen and dining room equipment and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>How many tables are or will be in the restaurant?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>What is the seating capacity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Is there an existing or proposed menu? If your response is “no”, please create a proposed menu</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>before applying. If your response is “Yes,” please attach the menu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Does the restaurant currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If your response is “No,” skip this section and proceed to section 6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Does the hotel premises maintain and conduct business to the public as an establishment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>where meals are actually and regularly served?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Does the hotel provide adequate and sanitary kitchen and dining room equipment and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Does the hotel have at least 50 regular rooms for transients?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Does the hotel currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Does the applicant seek to sell liquor upon the premises of a package store?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If your response is “No,” skip this section and proceed to section 7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Is the package store premises located in the “retail package store area” as defined by the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>attached map?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Is the package store used only for retail sale of alcoholic liquor in original packages to</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>persons at least 21 years of age for consumption off the premises?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Has the applicant reviewed the Liquor Code definition of a “package store”?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Does the applicant seek to sell and liquor upon the premises of a grocery store and/or</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>combination store? If your response is “No,” skip this section and proceed to section 8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Does the grocery store premises consist of a grocery store and combination store under one</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>roof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Does the grocery store provide a minimum of 12,000 square feet of production, preparation,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and display for product sales? Approximately how many square feet are provided?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>sq.ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Does the grocery store currently hold or has applied for a City of Evanston food license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If your response is “Yes,” what is the expected issue date?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**8. BUSINESS SPECIFIC INFORMATION (BrewPub)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? What is the seating capacity?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>If “no” provide date when you will apply:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
</tbody>
</table>

**10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td>☐ yes</td>
<td>☐ no</td>
</tr>
</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license:</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>yes</td>
<td>no</td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. What is the period covered by the lease? ______ to ______</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. What is the name of the Landlord? ______</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.) ______</td>
<td>yes</td>
<td>no</td>
</tr>
</tbody>
</table>

### 13. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Has the owner or any relative had a business or liquor license revoked?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business? Yes, explain:</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? If yes, explain:____________________________________________________________________</td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>yes</td>
<td>no</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Relationship</th>
</tr>
</thead>
</table>

City of Evanston Liquor License Application (Rev. 12/21/17)
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

6/2/20
Date
The undersigned hereby makes application for a Class P5 liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

____________________________
Signature of Applicant

____________________________
Signature of Applicant

Subscribed and sworn to before me this day of ____________, 20____,

____________________________
Notary Public
CORPORATE INFORMATION FORM
(Supplement A)

Applicants must file business with Secretary of State:

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>FEW Spirits, LLC</th>
</tr>
</thead>
</table>

Corporate Address: 918 Chicago Ave, Evanston IL 60202

Corporate Ph #: 847.920.8628 Corporate Email: info@fewspirits.com FEIN: [redacted]

Business Status:

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized:</th>
<th>8/31/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/Organization filed:</td>
<td>IL</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization filed with Secretary of State:</td>
<td>8/31/10</td>
</tr>
<tr>
<td>Date Certification of Incorporation/Organization was issued by Secretary of State:</td>
<td>Date Amendment Filed</td>
</tr>
</tbody>
</table>

Are there any amendments to Articles of Incorporation? [ ] Yes [ ] No

What are the total shares of stock created by this Corporation?

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEW Spirits Holdings, LLC</td>
<td>100</td>
</tr>
</tbody>
</table>

H. List stockholders with 5% or more in holdings (corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEW Spirits Holdings, LLC</td>
<td>100</td>
</tr>
</tbody>
</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors? [ ] Yes [ ] No

If no, explain: all owned by FEW Spirits Holdings, LLC

Has the Corporation attached evidence of Good Standing with the State of Illinois? [ ] Yes [ ] No

If no, explain: don’t see it requested

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization? [ ] Yes [ ] No

If no, explain: hasn’t been requested

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: n/a

What is the objective of Corporation? Make the finest liquor in the world

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation? [ ] Yes [ ] No
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

Surety Bond #: _____

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, ____________________________________________ of the City of ___________, County of ___________, and State of ___________, a corporation organized and existing under the laws of the State of ___________, as Principal and ________________, organized and existing under the law of the State of ________________, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this _____ DAY OF ________, 20____.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the _____ DAY OF _____________, 20____.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
PRINCIPAL

Signed, sealed, and dated this _____ DAY OF _____, 20_____.

By: 
Title: 
State of 
County of 

(affix seal)

SURETIES

Signed, sealed, and dated this _____ DAY OF _____, 20_____.

By: 
Title: 
State of 
County of 

By: 
Title: 
State of 
County of 

(affix seal)

STATE OF 
COUNTY OF 

(affix seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by ____________________________ this ____ day of _____, 20_____.

________________________________________________________________________

Notary Signature 
(affix seal)
SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM  
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

Corporation/Partnership Name:  
FEW Spirits

PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>Corporation/Partnership Name: FEW Spirits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Information</td>
<td></td>
</tr>
<tr>
<td>First Name:</td>
<td>Last Name:</td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Sole Owner</td>
<td>Partner</td>
</tr>
<tr>
<td>% of Stock Ownership:</td>
<td></td>
</tr>
<tr>
<td>Current Residential Address:</td>
<td>Suite/Apt.:</td>
</tr>
<tr>
<td>Home Phone:</td>
<td>Work Phone:</td>
</tr>
<tr>
<td>Date of Birth (MM/DD/YYYY):</td>
<td></td>
</tr>
<tr>
<td>Place of Birth (City, State and Country):</td>
<td></td>
</tr>
<tr>
<td>Are you a citizen of the United States?</td>
<td>Yes:</td>
</tr>
<tr>
<td>I am a citizen of:</td>
<td></td>
</tr>
<tr>
<td>Naturalized Citizen:</td>
<td>Yes:</td>
</tr>
<tr>
<td>Naturalization Information:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>1. Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Address:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Address:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
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</tbody>
</table>

EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>1. Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Name of Employer/Business:</td>
<td>Position:</td>
<td>Start Date:</td>
<td>End Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Name of Employer/Business:</td>
<td>Position:</td>
<td>Start Date:</td>
<td>End Date:</td>
</tr>
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Telephone: | Reason for Leaving: |
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</tbody>
</table>

Address (City, State, Zip): 

Telephone: | Reason for Leaving: |
<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Date of Birth (MM/DD/YYYY):  
Place of Birth (City, State and Country):  
Are you a citizen of the United States?  
I am a citizen of:  
Naturalized Citizen:  
Naturalization Information: 
Telephone: | Reason for Leaving:  
Address (City, State, Zip):  
Telephone: | Reason for Leaving: 
Address (City, State, Zip):
**ADDITIONAL INFORMATION:**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>If yes, please attach a copy of your BASSET certification.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If no, when do you expect to complete BASSET certification: _____</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Have you completed the fingerprint/background check process with the City of Evanston?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If no, when do you expect to submit fees and fingerprints? _____</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Have you ever been convicted of violating a Local City Code, in any jurisdiction?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td>Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Has any license previously issued to you by Federal, State, or Local authorities been revoked?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.</td>
<td>Were you ever convicted of a felony?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, please provide date, details and final disposition.</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>G.</td>
<td>Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, please provide date, location, details regarding the violation, and final disposition.</td>
<td>Yes</td>
<td>No</td>
<td></td>
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<tr>
<td>H.</td>
<td>Have you had a liquor license in any other jurisdiction. Yes No</td>
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<td>If Yes, set forth all details regarding same.</td>
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</tbody>
</table>

If you have answered “Yes” to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission  ☐ YES  ☒ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

Shareholder/Site Manager Signature  

Date

State of __________________________ )

County of ________________________ ) SS.

Subscribed and Sworn to before me this _______ day of ____________________, 20______.

Notary Signature ________________________________  (seal)
City of Evanston
Liquor License Application Checklist
This checklist will assist you in submitting a complete application packet:

<table>
<thead>
<tr>
<th>(Check items to confirm they are attached)</th>
<th>For Office Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Application</td>
<td></td>
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<tr>
<td>• Application Fee</td>
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<tr>
<td>• Fingerprinting Fee(s)</td>
<td></td>
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<tr>
<td>• Corporate Information Form</td>
<td></td>
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<tr>
<td>• Corporate Officers Listing</td>
<td></td>
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<tr>
<td>• Organization chart</td>
<td></td>
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<tr>
<td>• Articles of Incorporation/Organization</td>
<td></td>
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<tr>
<td>• Evidence of Good Standing with State of Illinois</td>
<td></td>
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<tr>
<td>• Shareholder and/or Site Manager Background Form and Reference Sheet</td>
<td></td>
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<tr>
<td>• Corporate Surety Bond Form</td>
<td></td>
</tr>
<tr>
<td>• Dram Shop Insurance / Liquor Liability Certification listing City of Evanston as Certificate Holder <strong>AND</strong> Additional insured</td>
<td></td>
</tr>
<tr>
<td>• Menu</td>
<td></td>
</tr>
<tr>
<td>• Floor Plan of Establishment</td>
<td></td>
</tr>
<tr>
<td>• Listing of goods, wares, and merchandise currently on hand (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• Current business/food establishment license issued by the City of Evanston (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• List of existing Illinois State and Local retail liquor license (<em>include license type, business name, address, City, and State</em>) (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• Lease Agreement or Proof of Property Ownership</td>
<td></td>
</tr>
<tr>
<td>• BASSET Certification Acquired or Pending</td>
<td></td>
</tr>
</tbody>
</table>
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois)
County of Cook)

The undersigned hereby makes application for a Class P5 liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Signature of Applicant

Subscribed and sworn to before me this 31st day of July, 2020.

Paul Gagnon

Notary Public

Signature of Applicant

(Seal)

PAUL GAGNON
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 29, 2023
GENERAL INSTRUCTIONS

1. **APPLICATION FORM**: The form must be completed in its entirety. Please print neatly or type. Corporate applicants must also provide the signature of the authorized representative. Applicants must complete and sign the affidavit provided. Supplement forms A, B, and C are to be submitted with application. Supplement C must be completed by each Owner, Shareholder and/or Manager. Please submit a complete application with all required attachments at one time.

2. **LIQUOR CONTROL CODE**: All applicants are expected to review the Evanston Liquor Control Code and the Illinois State liquor codes before applying for a license. Information provided by staff and in written documentation is for informational purposes only and is not to be relied on in lieu of a full review of the liquor code.

3. **BACKGROUND INVESTIGATION FORM**: Each shareholder and/or site-manager must undergo a police background investigation that includes a fingerprint check through the Illinois State Police and the Federal Bureau of Investigation.

   To begin the process of the background check for each person:
   1. Pay the Fingerprinting Process Fee and make an appointment. You may pay online via credit card or by visiting the liquor permits page at [www.cityofevanston.org/residents/permits-licenses](http://www.cityofevanston.org/residents/permits-licenses).
   2. After you've paid online, you should schedule a fingerprinting session by contacting Catalina De La Rosa at the Evanston Police Department at 847-866-5023.
   3. Bring the original receipt for $43.25 that you paid to the City of Evanston AND a valid photo ID to your fingerprinting appointment.

   *Note: Separate transactions are required for each person. Each establishment manager subsequently hired must submit to a fingerprint and background investigation.*

4. **LIQUOR LIABILITY INSURANCE (Dram Shop)**:
   - Each applicant must acquire Liquor Liability Insurance (Dram Shop) in the amount of $1,000,000.
   - City of Evanston is to be named as an additional insured with respect to the General Liability and Liquor Liability policies. Endorsements should not be pursuant to a written agreement.
   - Please review City of Evanston liquor code section 3-4-4 for further information.
   - Evidence of the insurance must be attached in the form of an ACORD Certificate of Insurance at the time of application submittal.
   - The ACORD Liquor Liability Insurance Certificate should name the City of Evanston as Certificate Holder and Additional Insured. Additional insured language must read exactly as follows: “City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4”. Licenses will not be granted if this exact language is not contained in the description of operations.

5. **SURETY BOND**
   - Each applicant is required to provide a surety bond in the amount of $2,500. Surety bonds can be acquired through your insurance agent or broker.
   - Such bond shall provide against any violation by the principal, his agents or employees of any of the terms of the City Code, rules and regulations now in force or which may hereafter be in force in the City affecting the operation of such business.

6. **OTHER DOCUMENTS AND INFORMATION REQUIRED**
   - Payment of the first/initial annual license fee
   - Articles of Incorporation/Organization
   - Evidence of Good Standing with State of Illinois
   - A copy of Dram Shop/Liquor Liability Insurance listing City of Evanston as Certificate Holder AND Additional Insured
   - BASSET Training Certification for all Site Managers and Owners
   - If a restaurant or other entity offering onsite consumption, a copy of the proposed menu
   - A copy of the applicants lease
   - Floor Plan of Liquor Establishment
   - Current business/food establishment license issued by the City of Evanston, (once received for new businesses)
   - A copy of your Illinois State Liquor License (once received for new businesses)
   - Listing of all goods, wares, and merchandise (if applicable)
# City of Evanston Application for Liquor License

## 1. APPLICANT

A. Corporation name: PALMHOUSE PRODUCTIONS LLC

B. Business name: PALMHOUSE 619

C. Previous business name (if dba changed):  

D. Business address (city, state, zip code):  
619 HOWARD STREET

E. Business telephone:  
F. Business website: www.palmhouse619.com  
G. Business Email: info@palmhouse619.com  
H. Illinois business tax number:  

## 2. BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address):  
619 HOWARD STREET

B. Full description of the location including floor layout, specific floors, rooms, etc. (attach a site plan):  
One floor, two rooms, two bars,  

C. Is the business required to be located within the "Retail Package Store Area"?  
- Yes [ ]  
- No [ ]  

If yes, is it located within the "Retail Package Store Area"?  
- Yes [ ]  
- No [ ]  

## 3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION

A. Business type:  
- [ ] Restaurant  
- [ ] Hotel  
- [ ] Package Store  
- [ ] Grocery Store  
- [ ] BrewPub  
- [ ] Craft Distillery  
- [ ] Craft Brewery  
- [ ] Craft Winery  
- [ ] Other (explain):  

Describe the nature of the business / kind of business:  
EVENT VENUE  

Liquor to be served and/or sold:  
- [ ] Alcoholic liquor  
- [ ] Beer & Wine only  
- [ ] Beer Only  
- [ ] Wine only  

Days and times liquor is served:  
- [ ] Sunday to  
- [ ] Monday to  
- [ ] Tuesday to  
- [ ] Wednesday to  
- [ ] Thursday to  
- [ ] Friday to  
- [ ] Saturday to  

Liquor will served or sold by:  
- [ ] Glass  
- [ ] Bottle  
- [ ] Can  
- [ ] Waitstaff  
- [ ] Over the counter
### 4. BUSINESS SPECIFIC INFORMATION (for restaurants)

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</table>
| A. | Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?  
If your response is “No,” skip this section and proceed to section 5. |   |   |   | yes | no |
| B. | Does the restaurant premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? |   | yes | no |
| C. | Does the restaurant provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? |   | yes | no |
| D. | How many tables are or will be in the restaurant? What is the seating capacity? |   | yes | no |
| E. | Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu. |   | yes | no |
| F. | Does the restaurant currently hold or has applied for a City of Evanston food license?  
If your response is “Yes,” what is the expected issue date? |   | yes | no |

### 5. BUSINESS SPECIFIC INFORMATION (for hotels)

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</tbody>
</table>
| A. | Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?  
If your response is “No,” skip this section and proceed to section 6. |   | yes | no |
| B. | Does the hotel premises maintain and conduct business to the public as an establishment where meals are actually and regularly served? |   | yes | no |
| C. | Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food? |   | yes | no |
| D. | Does the hotel have at least 50 regular rooms for transients? |   | yes | no |
| E. | Does the hotel currently hold or has applied for a City of Evanston food license?  
If your response is “Yes,” what is the expected issue date? |   | yes | no |

### 6. BUSINESS SPECIFIC INFORMATION (for package stores)

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</tbody>
</table>
| A. | Does the applicant seek to sell liquor upon the premises of a package store?  
If your response is “No,” skip this section and proceed to section 7. |   | yes | no |
| B. | Is the package store premises located in the “retail package store area” as defined by the attached map? |   | yes | no |
| C. | Is the package store used only for retail sale of alcoholic liquor in original packages to persons at least 21 years of age for consumption off the premises? |   | yes | no |
| D. | Has the applicant reviewed the Liquor Code definition of a “package store”? |   | yes | no |

### 7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

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<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a grocery store and/or combination store? If your response is “No,” skip this section and proceed to section 8.</td>
<td></td>
<td>yes</td>
<td>no</td>
<td></td>
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<tr>
<td>B.</td>
<td>Does the grocery store premises consist of a grocery store and combination store under one roof?</td>
<td></td>
<td>yes</td>
<td>no</td>
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<tr>
<td>C.</td>
<td>Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and display for product sales? Approximately how many square feet are provided? sq.ft.</td>
<td></td>
<td>yes</td>
<td>no</td>
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</tbody>
</table>
| D. | Does the grocery store currently hold or has applied for a City of Evanston food license?  
If your response is “Yes,” what is the expected issue date? |   | yes | no |
### 8. BUSINESS SPECIFIC INFORMATION (BrewPub)

<table>
<thead>
<tr>
<th>Question</th>
<th>Response Options</th>
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</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td>yes</td>
</tr>
<tr>
<td>B. Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>yes</td>
</tr>
<tr>
<td>C. Does the brewpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>yes</td>
</tr>
<tr>
<td>D. How many tables are or will be in the brewpub? ____ What is the seating capacity? ____</td>
<td></td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td>yes</td>
</tr>
<tr>
<td>F. Does the brewpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ____ If “no” provide date when you will apply: ____</td>
<td>yes</td>
</tr>
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</table>

### 9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Response Options</th>
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</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td>yes</td>
</tr>
<tr>
<td>B. Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: ____</td>
<td>yes</td>
</tr>
<tr>
<td>C. Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity? ____</td>
<td>yes</td>
</tr>
<tr>
<td>D. Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td>yes</td>
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</tbody>
</table>

### 10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

<table>
<thead>
<tr>
<th>Question</th>
<th>Response Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td>yes</td>
</tr>
<tr>
<td>B. Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: ____</td>
<td>yes</td>
</tr>
<tr>
<td>C. Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity? ____</td>
<td>yes</td>
</tr>
<tr>
<td>D. Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>yes</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>yes</td>
</tr>
<tr>
<td>F. Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? ____</td>
<td>yes</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td>yes</td>
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</tbody>
</table>
### 11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, Please provide date you intend to obtain you license:</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>C. Does the craft winery intend to have a tasting room? If “Yes”, What is the seating capacity?</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>F. Does the craft winery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date?</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?</td>
<td>☐️</td>
<td>✗</td>
</tr>
</tbody>
</table>

### 12. PREMISES OWNERSHIP INFORMATION

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?</td>
<td>☐️ 2020 to 2025</td>
<td>✗</td>
</tr>
<tr>
<td>C. What is the period covered by the lease? 2020 to 2025</td>
<td>☐️ 2020 to 2025</td>
<td>✗</td>
</tr>
<tr>
<td>D. What is the name of the Landlord? MOHAMED ELDIBANY</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>E. What is the address of the Landlord? (please include city, state, and zip code.)</td>
<td>☐️</td>
<td>✗</td>
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</tbody>
</table>

### 13. ELIGIBILITY QUESTIONS

<table>
<thead>
<tr>
<th>Q.</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>A. Has the owner or any relative had a business or liquor license revoked?</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>D. Does the owner/officer (s) owe any debt or unpaid tax to the City of Evanston? If yes, explain:</td>
<td>☐️</td>
<td>✗</td>
</tr>
<tr>
<td>E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.</td>
<td>☐️</td>
<td>✗</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOHAMED ELDIBANY</td>
<td>MOHAMED ELDIBANY</td>
<td>2020</td>
<td></td>
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</tbody>
</table>

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City of Evanston Liquor License Application (Rev. 12/21/17) Application: Page 4 of 15
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date

08/19/2020
The undersigned hereby makes application for a Class _____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

__________________________________________
Signature of Applicant

__________________________________________
Signature of Applicant

Subscribed and sworn to before me this _____ day of _____________, 20____.

____________________________________________
(.TimeUnit)
**CORPORATE INFORMATION FORM**  
(Supplement A)

Applicants must file business with Secretary of State:

<table>
<thead>
<tr>
<th>Name of Corporation/Partnership:</th>
<th>PALMHOUSE PRODUCTIONS LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Address:</td>
<td>619 HOWARD STREET EVANSTON IL 60202</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate Ph #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Email:</td>
<td><a href="mailto:INDIA@PALMHOUSE619.COM">INDIA@PALMHOUSE619.COM</a></td>
</tr>
<tr>
<td>FEIN</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

**Business Status:**

<table>
<thead>
<tr>
<th>Date Corporation/Partnership was Organized</th>
<th>08/01/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Articles of Incorporation/Organization filed</td>
<td>ILLINOIS</td>
</tr>
<tr>
<td>Date Articles of Incorporation/Organization was issued by Secretary of State</td>
<td>08/01/2018</td>
</tr>
</tbody>
</table>

Are there any amendments to Articles of Incorporation?  
(if yes, provide date filed)  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Date Amendment Filed: 08/01/2018

What are the total shares of stock created by this Corporation?

**H. List stockholders with 5% or more in holdings**  
(corporations with a long list, attach copy of list):

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIA MUSSELL-MCKAY</td>
<td>50%</td>
</tr>
<tr>
<td>DEBORAH EVANS</td>
<td>50%</td>
</tr>
</tbody>
</table>

Has Corporation attached an **organization chart**/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  
If no, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Has the Corporation attached evidence of **Good Standing** with the State of Illinois?  
If no, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Has the Corporation attached a file-stamped copy of **Articles of Incorporation/organization**?  
If no, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date:

What is the objective of Corporation?

Has a **Shareholder and/or Site Manager Background Form** been completed for each person holding (5%) or more stock in this corporation?  
If no, explain:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Palmhouse Productions LLC  
619 Howard Street Evanston IL 60202  
India@Palmhouse619.com  
08/01/2020  
Illinois  
India Mussels-Mckay 50%  
Deborah Evans 50%
**SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM**  
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

**Corporation/Partnership Name:**  
Palmhouse Productions LLC

**Business Name:**  
Palmhouse

## PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
<th>Middle Initial:</th>
<th>% of Stock Ownership:</th>
</tr>
</thead>
<tbody>
<tr>
<td>India</td>
<td>Mussell-McKay</td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th></th>
<th>Suite/Apt.:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
</table>
| Sole Owner | Partner | Corp Officer | Site Manager | Director | Other: (_____)

<table>
<thead>
<tr>
<th>Home Phone:</th>
<th>Work Phone:</th>
<th>Cell Phone:</th>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth (MM/DD/YYYY):</th>
<th>Place of Birth (City, State and Country):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Are you a citizen of the United States?  
☐ Yes  ☐ No, I am a citizen of:  

<table>
<thead>
<tr>
<th>Naturalized Citizen:</th>
<th>Naturalization Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Date: City: State: County:</td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

1. Address:  
City: State: Zip:  
2. Address:  
City: State: Zip:  
3. Address:  
City: State: Zip:  

### EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PECKISH PIG</strong></td>
<td>GENERAL MANAGAER</td>
<td>03/14/2013</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Address (City, State, Zip):</td>
<td>623 HOWARD STREET EVANSTON IL 60202</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>847 491 6778</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Leaving:</td>
<td>OPENING NEW BUSINESS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Name of Employer/Business:  
WHEELHOUSE CHICAGO  
Address (City, State, Zip):  
3553 N. SOUTHRPORT  
Telephone:  
Reason for Leaving: business closed

3. Name of Employer/Business:  
Celtic Knot  
Address (City, State, Zip):  
626 CHURCH STREET EVANSTON IL 60202  
Telephone:  
Reason for Leaving: NEW OPPORTUNITY
## ADDITIONAL INFORMATION:

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</td>
<td></td>
<td></td>
<td>□ N/A</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- If yes, please attach a copy of your BASSET certification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- If no, when do you expect to complete BASSET certification: _____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Have you completed the fingerprint/background check process with the City of Evanston?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- If no, when do you expect to submit fees and fingerprints? _____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Were you ever convicted of a felony?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If yes, please provide date, details and final disposition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If yes, please provide date, location, details regarding the violation, and final disposition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Have you had a liquor license in any other jurisdiction.</td>
<td>□ Yes □ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If Yes, set forth all details regarding same.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you have answered “Yes” to (C), (D), (E), (F), (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statements carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission  ☐ YES  ☐ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer’s license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected. I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

_______________________________________________
Shareholder/Site Manager Signature

__________________________
Date

State of ____________________________________ )
) SS.

County of ______________________________ )

Subscribed and Sworn to before me this ________ day of ____________________, 20______.

_______________________________________________
Notary Signature

(seal)
City of Evanston Liquor License Application Checklist
This checklist will assist you in submitting a complete application packet:

<table>
<thead>
<tr>
<th>(Check items to confirm they are attached)</th>
<th>√</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>0</td>
</tr>
<tr>
<td>Application Fee</td>
<td>0</td>
</tr>
<tr>
<td>Fingerprinting Processing Fee(s)</td>
<td>0</td>
</tr>
<tr>
<td>Corporate Information Form</td>
<td>0</td>
</tr>
<tr>
<td>Corporate Officers Listing</td>
<td>0</td>
</tr>
<tr>
<td>Organization chart</td>
<td>0</td>
</tr>
<tr>
<td>Articles of Incorporation/Organization</td>
<td>0</td>
</tr>
<tr>
<td>Shareholder and/or Site Manager Background Form and Reference Sheet</td>
<td>0</td>
</tr>
<tr>
<td>Corporate Surety Bond Form</td>
<td>0</td>
</tr>
<tr>
<td>Dram Shop Insurance / Liquor Liability Certification listing City of Evanston as Certificate Holder AND Additional insured</td>
<td>0</td>
</tr>
<tr>
<td>Menu</td>
<td>0</td>
</tr>
<tr>
<td>Floor Plan of Establishment</td>
<td>0</td>
</tr>
<tr>
<td>Listing of goods, wares, and merchandise currently on hand (if applicable)</td>
<td>0</td>
</tr>
<tr>
<td>Current business/food establishment license issued by the City of Evanston (if applicable)</td>
<td>0</td>
</tr>
<tr>
<td>List of existing Illinois State and Local retail liquor license ( include license type, business name, address, City, and State) (if applicable)</td>
<td>0</td>
</tr>
<tr>
<td>Lease Agreement or Proof of Property Ownership</td>
<td>0</td>
</tr>
<tr>
<td>BASSET Certification Acquired or Pending</td>
<td>0</td>
</tr>
</tbody>
</table>
SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM  
(Supplement C)

Managers and all parties holding a five percent (5%) or greater interest in the place of business, partnership, or corporation must complete this background form:

Corporation/Partnership Name:
Palmhouse Productions LLC

Business Name:
PALMHOUSE

PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>First Name:</th>
<th>Last Name:</th>
<th>Middle Initial:</th>
<th>% of Stock Ownership:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deborah</td>
<td>Evans</td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
<th>Current Residential Address:</th>
<th>Suite/Apt.:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone:</th>
<th>Work Phone:</th>
<th>Cell Phone:</th>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:chefdeb77@gmail.com">chefdeb77@gmail.com</a></td>
</tr>
</tbody>
</table>

Date of Birth (MM/DD/YYYY): Place of Birth (City, State and Country):

Are you a citizen of the United States? Yes No, I am a citizen of: United Kingdom

Naturalized Citizen: No Naturalization Information: Date: City: State: County:

RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
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</tbody>
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EMPLOYMENT HISTORY (list your present or most recent employer first)

<table>
<thead>
<tr>
<th>Name of Employer/Business:</th>
<th>Position:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peckish Pig</td>
<td>Owner/Chef</td>
<td>02/01/2013</td>
<td>PRESENT</td>
</tr>
<tr>
<td>Towbar</td>
<td>Owner/Chef</td>
<td>01/01/2012</td>
<td>12/01/2015</td>
</tr>
<tr>
<td>Celtic Knot</td>
<td>Owner</td>
<td>01/01/2005</td>
<td>01/01/2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Reason for Leaving:</th>
</tr>
</thead>
<tbody>
<tr>
<td>847-491-6778</td>
<td>HAVE NOT LEFT</td>
</tr>
<tr>
<td>847-8641679</td>
<td>Business Closed</td>
</tr>
<tr>
<td></td>
<td>Separation from business partner</td>
</tr>
</tbody>
</table>
### ADDITIONAL INFORMATION:

<table>
<thead>
<tr>
<th>A. If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</th>
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<tbody>
<tr>
<td>• If yes, please attach a copy of your BASSET certification.</td>
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<tr>
<td>• If no, when do you expect to complete BASSET certification: ______</td>
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</tbody>
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<table>
<thead>
<tr>
<th>B. Have you completed the fingerprint/background check process with the City of Evanston?</th>
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<thead>
<tr>
<th>C. Have you ever been convicted of violating a Local City Code, in any jurisdiction?</th>
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</thead>
<tbody>
<tr>
<td>□ Yes  □ No</td>
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</tbody>
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<table>
<thead>
<tr>
<th>D. Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</th>
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</thead>
<tbody>
<tr>
<td>□ Yes  □ No</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Has any license previously issued to you by Federal, State, or Local authorities been revoked?</th>
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</thead>
<tbody>
<tr>
<td>□ Yes  □ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Were you ever convicted of a felony?</th>
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<td>If yes, please provide date, details and final disposition.</td>
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</tbody>
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<tr>
<th>G. Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?</th>
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<tr>
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<table>
<thead>
<tr>
<th>H. Have you had a liquor license in any other jurisdiction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes  □ No</td>
</tr>
<tr>
<td>If Yes, set forth all details regarding same.</td>
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</tbody>
</table>

If you have answered “Yes” to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
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I had my legal counsel review this application prior to submission □ YES □ NO

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Shareholder/Site Manager Signature _______________________________ 
Date 08/20/20

State of Illinois By:

SS.

Subscribed and Sworn to before me this 20 day of August, 2020

MICHAYLE SMITH

Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 30, 2022

City of Evanston Liquor License Application (Rev June 2017)  Supp. C/Background Form: Page 12 of 15
The undersigned hereby makes application for a Class ____ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

Subscribed and sworn to before me this 20 day of August, 2020

Notary Public

[Signature of Applicant]

[Signature of Applicant]

MICHHELL SMITH
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 30, 2022
1. Limited Liability Company Name: PALMHOUSE PRODUCTIONS LLC

2. State or Country of Organization: IL Date Organized in or Admitted to Illinois: 08/01/2018

3. Address of Principal Place of Business:
   619 HOWARD EVANSTON, IL 60202

4. Name and business address of all managers and any member having the authority of manager:
   - MUSSELL-MCKAY, INDIA
   - EVANS, DEBORAH

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.

7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

   Dated: August 17, 2020

   MUSSELL-MCKAY, INDIA
   Name
   MANAGER
   Title

This document was generated electronically at www.cyberdriveillinois.com. Based on version LLC 23.11
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, PALMHOUSE PRODUCTIONS LLC d/b/a -PALMHOUSE of the City of Evanston, County of COOK, and State of ILLINOIS, a corporation organized and existing under the laws of the State of ILLINOIS, as Principal and Travelers Casualty and Surety Company of America organized and existing under the law of the State of CONNECTICUT, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated this 18 DAY OF AUGUST, 2020.

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the Municipal Code of the City of Evanston, recodified January 2014, and amendments thereto, which license will expire on the 19 DAY OF AUGUST, 2021.

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston herebefore described, and any and all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance; and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void; otherwise it shall remain in full force and effect.
PALMHOUSE PRODUCTIONS LLC

PRINCIPAL

Signed, sealed, and dated this _______ DAY OF ____________, _____.

By:

Title:

State of ILLINOIS

County of COOK

Travelers Casualty and Surety Company of America

SURETIES

Signed, sealed, and dated this 18 DAY OF August 2020

By: JOSHUA R KAYSER

Title: Attorney-in-Fact

State of CONNECTICUT

County of Hartford

(affix seal)

State of Missouri

County of Boone

(affix seal)

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me this 18 day of August, 2020 by JOSHUA R KAYSER

Notary Signature

ASHLEY ROSEBERG
Notary Public, Notary Seal
State of Missouri
Boone County
Commission # 20803786
My Commission Expires 04-29-2024
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

Surety Bond No. 107304556

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Principal: PALMHOUSE PRODUCTIONS LLC d/b/a PALMHOUSE
619 Howard Evanston, IL 60202

Obligee: City of Evanston Liquor Licensing
2100 Ridge Avenue, Suite 4400 EVANSTON, IL 60201

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint JOSHUA R KAYSER, of the City of COLUMBIA, State of MO, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the surety bond referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 7th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.

[Notary Public Seal]

[Signature]

Marie C. Tetreault, Notary Public
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of August, 2020.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PALMHOUSE PRODUCTIONS LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 01, 2018, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of AUGUST A.D. 2020 .

Jesse White
SECRETARY OF STATE
Certificate of Completion

DEBORAH EVANS

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 12/28/2018

from the American Safety Council.

Jeff Pairan
Certificate of Completion

American Safety Council

INDIA MUSSELL-MCKAY

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 12/28/2018
from the American Safety Council.

Jeff Pairan
Certificate of Completion

American Safety Council

INDIA MUSSELL-MCKAY

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 12/28/2018
from the American Safety Council.

Jeff Pairan
EXHIBIT C

TO

COLLABORATION & MANAGEMENT

AGREEMENT RE: 611-21 HOWARD ST., EVANSTON, ILLINOI

RETAIL LEASE

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7/23/2019

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RETAIL LEASE

1. PARTIES.

This Lease, dated as of this ____ day of July, 2019, is made by and between 619 H LLC (“LANDLORD”), and Palmhouse Productions LLC (hereinafter called the “Tenant”).

Now therefore, in consideration of the mutual covenants contained in this Lease Agreement and other good and valuable consideration, the receipt of which is acknowledged by each party, the parties agree with each other as follows:

The parties:

1) 619 H LLC
2) Palmhouse Productions (hereinafter “PHP”) and (“Tenant), the Tenant.
3) Additional Individuals named but not parties: Deborah Evans (hereinafter “Deborah”) and India Mussell-McKay (hereinafter “India”) the sole members of PHP. Mohamed Eldibany (hereinafter “ME”) sole member of 619 H LLC.

AGREE to (see collaboration agreement for more details):

When 619 H LLC acquires (according to the collaboration agreement) the property located at 611-621 Howard Street, Evanston, Illinois (hereinafter the “Property”), 619 H LLC shall Lease the Property to the Tenant to operate the Tenants’ business described in the Collaboration & Management Agreement Re: 611-21 Howard, Evanston, Illinois (hereinafter “Collaboration Agreement”). This Lease is Exhibit C to the Collaboration Agreement and is made part of said Collaboration Agreement.

RENT: See 3 (l, m & n) below

UTILITIES: TENANT shall pay for utilities. All utilities shall be put in-TENANTS’ name once the building is open. During construction 619 H LLC and PHP shall be jointly responsible for utilities.

LANDLORD’S WORK: The Property will be renovated using architectural and engineering plans approved by the city of Evanston according to the current codes and ordinances. Landlord’s maximum contribution to the renovation of the property including all cost is $700,000 plus a 12% for cost overruns.

TENANTS WORK: TENANT plans to do other interior decorating/construction work in the space at its costs subject to the approval of Landlord, which approval shall not be unreasonably withheld. The work shall include: - Other decorating + FEES if TENANT plans requires city permits, then permits shall be the responsibility of TENANT.

SIGNAGE: TENANT shall have the right to install signage at subject to the approval of required governmental bodies including the City of Evanston.
2. LEASE OF PREMISES.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property located at:
   611-621 Howard, Evanston, IL 60202 and as further defined and described in Section 3(a) below.

(b) This Lease is subject to the terms, covenants and conditions here in set forth and each party
    covenants as a material part of the consideration for this Lease to keep and perform each and all of
    its term, covenants and conditions including those terms included within the Collaboration
    Agreement.

(c) USE OF PREMISES: Events Venue

3. LEASE TERMS AND DEFIINTIONS.

As used in the Lease, the following terms shall have the following meanings:

(a) Property: The real estate and building of which the Premises is a part and any other buildings and

improvements on the real estate located at 611-621 Howard Street, Evanston, Illinois.

(b) Premises: That portion of the Property containing approximately 9929 +/- square feet) and a

basement, approximately 1017 square feet.

(c) Broker(s): N/A

(d) Landlord’s Management Company: N/A

(e) Landlord’s Mailing Address:
   619 H LLC
   c/o Mohamed Eldibany
   Email address: [redacted]

(f) Tenant’s Mailing Address:
   Palmhouse Productions, LLC
   c/o Deborah Evans and/or India Mussell-McKay
   Email Address: Palmhouseproductions@gmail.com
   Deborah Evans: [redacted]
   India Mussell-McKay: Palmhouseproductions@gmail.com

   Or
   c/o Deborah Evans and/or India Mussell-McKay
   at Peckish Pig
   623 Howard Street
   Evanston, Illinois 60202

   Email Address: Palmhouseproductions@email.com

   Deborah Evans: [redacted]
   India Mussell-McKay: Palmhouseproductions@gmail.com

   Or
   Deborah Evans: [redacted]
   India Mussell-McKay: Palmhouseproductions@gmail.com

(g) Triple Net Lease: The lease is Triple Net Lease. Tenant shall be responsible for

all maintenance and repair of the interior and exterior of the Premises.
(h) **Maintenance and Other Costs.** All costs paid or incurred in maintaining, repairing, operating and insuring the property are the responsibility of the Tenant, including, without limitations, the total costs for structural repairs, roof repairs and replacement, of operating repairing, lighting, removal of snow, cleaning, maintaining (including maintenance service agreements and garbage removal), landscaping, painting, securing and insuring (including liability insurance for personal injury, wrongful arrest or detainer, death and property damage; insurance and extended coverage against fire, theft, flood or other casualty; workman’s compensation insurance); supplies and sundries used in connection with the Property, sales or use taxes on supplies or services, costs of wages, salaries and so-called fringe benefits of all persons engaged in the operation, maintenance and repair of the property, reasonable legal and accounting expenses and fees which in accordance with generally accepted accounting and management principles would be considered an expense of maintaining, operating and repairing the property.

(i) **Taxes. Subject to the provisions of the Collaboration Agreement, Tenant Shall Pay** all taxes, public charges and assessments of whatsoever nature, directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Property and the rents there from, including, but not limited to, all real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies, whether general or special, that are levied charged or assessed against the Property by any lawful taxing authority, whether federal, state, county, municipal, school or otherwise (other than income inheritance and franchise taxes thereon), which are payable during the Lease Term or Renewal Term, provided, however, to the extent such assessments may be payable in installments, Landlord shall so elect to pay same in installments over the longest period available to Landlord. Landlord’s expenditures for attorney’s fees, experts’ fees and other costs incurred in any efforts by Landlord to minimize real estate taxes and assessments (not to exceed the proportionate tax savings) shall be included in the definition of Taxes to be paid pursuant to the terms of this Lease by Tenant. If, at any time during the Lease Term or Renewal Term, the methods of taxation or assessment shall be altered so that in lieu of, as a substitute for, or in addition to the whole or any part of the taxes not levied, assessed or imposed on real estate as such or personal property there shall be levied, assessed or imposed a tax, assessment, levy, charge, fee or the like, including. Without limitation: (i) a tax on the rents received from such real estate; or (ii) a charge, fee or tax imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Property or any portion thereof; or (iii) a license fee measured by the rents receivable by Landlord from Property or any portion thereof; then the same shall be included in the computation of Taxes hereunder. Tenant shall also be solely responsible for any increase in the building coverage due to his particular type of business or Tenant specific improvements, and shall deposit this additional amount monthly. Payments shall be made in accordance with paragraph 13 of the Collaboration Agreement.

(j) **Lease Term:** The Lease Term shall commence as of Closing of the purchase of the Property with the lenders, herein the Commencement date, and terminate Five (5) years thereafter. See paragraph 9 of the Collaboration Agreement. The Rental payments shall commence on the date upon which Landlord’s work and the build out is substantially complete and the certificate of occupancy is granted from the City of Evanston, except that the $2500 monthly payment shall be waived for the first three (3) months of operation.

(k) **Option to renew.** Three (3) five (5) year renewal options with one hundred (180) days written notice. See paragraph 10 of the Collaboration Agreement which terms are incorporated by reference herein.
(l) **Base Rent Commencement Date.** The payment of Base Rent, as described in sections 3(m) and 4 below, together with Tenant’s share (defined below) of Maintenance and other Costs, Taxes and other expenses, as described in Sections 3(h), 3(i) and 6, by Tenant shall commence on the date the build out is substantially and Landlord receives a Certificate of Occupancy from the City of Evanston, **except that the $2500 monthly payment shall be waived for the first three (3) months of operation.**

(m) **Base Rent (Section 4):** Base Rent shall equal the Lenders Debt Service Coverage Ratio (“DSCR”) equal to 1.2 x initial monthly Mortgage payment amount plus $2500. Landlord shall give Tenant notice in writing of the amount of the Base Rent within 5 business days of the closing on the Loan. The $2,500 shall begin on the 4th monthly rental payment.

(n) **Rental Adjustment Date (Section 4(d):** The Base Rent shall have a 3% annual increase commencing on the first day of 13th month following the commencement date of the rental payments and on the 1st day of each successive year thereafter of the Lease Term and Option Term.

(o) **Security Deposit (Section 5):** N/A

(p) **Tenant’s Share of Expenses:** 100%

(q) **Use of Premises:** Paragraph 8 of the Collaboration Agreement is incorporated by reference herein as if set forth herein.

4. **BASE RENT AND ADJUSTMENT.**

(a) **Tenant agrees to pay Landlord the Base Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term or Renewal Term, commencing on the Lease Term Commencement Date, except the first month’s rent shall be paid upon the execution of this Lease.**

(b) **Base Rent for any period which is for less than one (1) month shall be a prorated portion of the Base Rent herein provided based upon the actual number of days in that month. All Base Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at the place of Landlord’s Management Company or any such place as Landlord may from time to time designate in writing.**

(c) **Tenant shall pay, as additional rent, all sums required to be paid pursuant to the terms of this Lease, including maintenance and other costs, Taxes and other expenses. All amounts required to be paid by Tenant hereunder are sometimes collectively referred herein to as “Rent” or “Rental.”**

5. **SECURITY DEPOSIT:** None

6. **TENANT’S RESPONSIBILITY FOR MAINTENANCE AND OTHER COSTS, TAXES AND OTHER EXPENSES.**

LANDLORD and TENANT will pay one-half of construction loan interest payments, insurance and real estate taxes during the construction phase. Landlord and Tenant shall each contribute 50% of the combined sum of those payments. See collaboration agreement.
(a) In addition to the Base Rent Provided in Sections 3(m) and 4 above, and commencing at the same time as any Rental commences under this Lease, Tenant shall pay the landlord to pay for the following items, costs and expenses:

(ii) All costs to maintain, repair, service and replace any portion of the Premises including Maintenance and Other Costs as defined in Section 3(h) above.

(iii) All insurance costs and premiums related to the Premises and Property including land and the building and improvements thereon. Said insurance costs and premiums shall include all insurance costs and premiums for fire, extended coverage, liability and any other insurance that Landlord deems necessary on the Premises and Property. Tenant shall also be solely responsible for any increase in the building coverage due to his particular type of business or Tenant specific improvements, and shall deposit this additional amount monthly.

(iv) Reasonable reserves for the costs of maintaining, repairing, re-roofing, painting and resurfacing the Premises and Property including Maintenance and Other Costs, Taxes and insurance costs.

(v) deleted

(vi) Any parking charges, utilities surcharges or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations, thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises and Property or the parking facility serving the Premises and Property.

(vii) Any costs to inspect, repair, maintain or replace the heating, air conditioning and fire protection systems and equipment (including fire sprinklers) serving the Premises and Property, including the cost of a preventive maintenance contract providing for the regular inspection and maintenance of same. Landlord may, but shall not be required to obtain a service contract for maintenance of the heating and air conditioning system serving the Premises and Property.

(b) Such Maintenance and Other Costs, Taxes, insurance costs and premiums and other expenses set forth in Section 6(a) above shall be paid by Tenant.

(c) Tenant shall also be solely responsible for any increase in the building insurance coverage due to Tenant’s particular type of business or Tenant’s specific improvements, and shall deposit this additional amount monthly.

7. USES PROHIBITED.

(a) Tenant shall not do or permit anything to be done in or about the Premises or Property nor bring or keep anything therein which is not within the permitted use of the Premises and Property which will in any way increase the existing contents insurance, or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents.

(b) Tenant shall not allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

(c) Tenant shall not commit or allow to be committed any waste in or upon the
Tenant is expressly prohibited from (i) storing, selling, using, bartering, trading or giving any intoxicating liquors in, on or from the Premises at any time, or (ii) permitting any other person or entity from doing any of the same; unless Tenant secure proper licenses and advance notice is given to Landlord, adequate insurance is carried by Tenant (and evidence thereof given in advance to Landlord) and it does not violate any laws, codes, regulations, rules or ordinances.

8. COMPLIANCE WITH LAW.

Tenant shall not use the Premises or Property, or permit anything to be done in or about the Premises or Property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statues, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

9. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord which shall not be unreasonably withheld. Any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixture, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with all applicable laws, codes and ordinances (including laws relating to the use of hazardous materials such as asbestos-containing materials), in accordance with all properly and time obtained building permits, and diligently completed. Any expenses incurred by Landlord that result form alterations or additions made by Tenant without Landlord's written consent shall be the responsibility of the Tenant. Invoices for such expenses shall be paid within (15) days of receipt or Tenant shall be considered in default. Upon the expiration or sooner termination of the Lease Term or Renewal Term, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the Lease Term or Renewal Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the
10. **REPAIRS.**

(a) After the build out is completed and a certificate of occupancy has been issued by the City of Evanston, tenant acknowledges and agrees that the Premises shall be Leased hereunder as-is, where-is, without warranty as to physical condition, environmental condition, zoning, suitability for a particular purpose or any other matter whatsoever.

(b) By executing this Lease and after the build out is completed and a certificate of occupancy has been issued by the City of Evanston, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair including, without limitation, the maintenance, replacement and repair of the structure, roof, of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and lighting fixtures and conduits, heating and air conditioning system (when there is an air conditioning system). Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. All tenant improvements shall be removed from the Premises unless otherwise noted in a separate signed agreement. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

(c) Except as provided in Section 25 below, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statue or ordinance now or hereafter in effect.

11. **LIENS.**

Tenant shall keep the Premises and property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond, performance bond and/or payment bond in an amount equal to one-half (1-1/2) times the estimated cost of any improvements, additions, repairs or alterations in the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' liens and to insure completion of the work.

12. **ASSIGNMENT AND SUBLETTING.**

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest, rights or entitlements herein,
and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any other assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this lease.

13. **INDEMNIFICATION AND HOLD HARMLESS.**

(a) Tenant shall indemnify and hold harmless Landlord and Landlord's Management Company against and from any and all claims arising from Tenant's use of the Premises or from the conduct of Tenant's business or from any activity, work, or other thing done, permitted or suffered by Tenant in or about the premises, and shall further indemnify and hold harmless Landlord and Landlord's Management Company against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenants, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord or Landlord's Management Company by reason of such claim, Tenant upon notice from Landlord shall defend Landlord and Landlord's Management Company, at Tenant's expense, by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than that Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord and Landlord's Management Company. Tenant shall give prompt notice to Landlord and Landlord's Management Company in case of casualty, injury or accidents in the Premises.

(b) Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air or for any latent in the Premises.

14. **SUBROGATION.**

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance
15. LIABILITY INSURANCE.

Tenant shall, at Tenant’s expense, obtain and keep in force during the Lease Term or Renewal Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring Landlord, Landlord’s Management Company and Tenant (and, if requested by Landlord, Landlord’s lender) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than $1,000,000.00 per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord’s protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated AA or better as set forth in the most current "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry or possession, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancellable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry. Landlord and Landlord’s Management Company shall be named as additional insured on said insurance policies. Tenant shall provide to Landlord and Landlord’s Management Company proof of such insurance or certificates of insurance annually or upon the request of Landlord or Landlord’s Management Company.

16. UTILITIES.

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay landlord the amount paid by Landlord and payment is to be received within ten (10) days of receipt.

17. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Lease Term or Renewal Term upon all of Tenant’s leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of Tenant’s leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant’s property.
18. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

19. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Lease Term or Renewal Term with or without the express written consent of Landlord, such occupancy shall be a tenancy from month to month in the amount of one hundred and fifty percent (150%) of the last monthly Base Rent, plus Tenant's Proportionate Share of all MAINTENANCE AND OTHER COSTS, Taxes and other expenses as set forth in Section 6 above, and upon all the terms hereof applicable to a month to month tenancy. There shall be a $250.00 administrative fee associated with the administrative of such tenancy.

20. ENTRY BY LANDLORD.

Landlord or its designee and/or ME reserves, and shall at any and all times during business hours have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonable blocked thereby, and further providing that the business of Tenant shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Landlord at any and all times shall have the right to use and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from Premises or any portion thereof.

21. CONDITION OF PREMISES ON SURRENDER.

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in as "broom-clean" condition as the Premises were on the Lease Term Commencement Date, reasonable wear and tear and loss due to acts of Landlord or casually
excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall repair any damage to the Premises caused by the removal of Tenant's property from the Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term or Renewal Term.

22. EVENTS OF DEFAULT BY TENANT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant.

(b) The failure by tenant to make any payment of Base Rent, Tenant's Proportionate Share of Maintenance and Other Costs, Taxes and other expenses, Rent, Rental or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by landlord to Tenant. Landlord shall charge Tenant, as additional Rent, seventy-five ($75.00) for each notice served. Any payment received by Landlord from Tenant shall be applied in the following order: first to any outstanding Late Charges (as described in Section 33(i) below), then to any payments of additional Rent (Tenant 's Proportionate Share of Maintenance and Other Costs, Taxes and other expenses) and other charges due hereunder, and then to payment of Base Rent.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of the Collaboration Agreement and this Lease or to observe or perform any of the covenants, conditions or provisions of the Collaboration Agreement and this Lease to be observed or performed by Tenant, other than described in Section 22(b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days or the appointment of a trustee or a receiver to take possession of substantially all of Tenants assets located at the Premises or of Tenants interest in this Lease. where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenants assets located at the Premises or of Tenants interest in this Lease, where such seizure is not discharged within thirty (30) days.
23. **LANDLORD'S REMEIES UPON TENANT'S DEFAULT.**

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, without statutory notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; court costs and other expenses of legal proceedings; the worth, discounted to present value, of the amount by which the unpaid Base Rent and Tenant's Proportionate Share of Maintenance and Other Costs, Taxes and other expenses and other charges called for in loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission or fee paid by Landlord applicable to the unexpired Lease Term or Renewal Term of this Lease. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate.

(b) Maintain Tenant's right to possession, which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Base Rent, Tenant's Proportionate Share of Maintenance and Other Costs, Taxes and other expenses and any other charges as may become due hereunder.

(c) Landlord may elect with or without notice of such election, and with or without demand, to terminate this Lease and Tenant's right to possession of the Premises without terminating this Lease.

(d) Upon any termination of this Lease or Tenant's right to possession, Tenant shall surrender possession to Lessor and vacate the Premises immediately, and if Tenant fails to surrender possession, Landlord may elect whether or not to re-enter the Premises.

(e) If Tenant fails to surrender possession and Landlord elects not to re-enter the Premises, Tenant will pay as liquidated damages for the time such possession is withheld, 1.5 times the amount of the Base Rent plus Tenant's proportionate share of all Maintenance and Other Costs, Taxes and other expenses as set forth in paragraph 19, applicable at the time of termination of this Lease for each month or partial month during which Tenant retains possession of the Premises; provided, however, that this sub-paragraph shall not be held to be a waiver of Landlord's right of re-entry nor shall the receipt of any sums under this sub-paragraph operate as a waiver of the right to terminate this Lease. Tenant shall indemnify Landlord against all liabilities and damages sustained by Landlord by reason of such retention possession.
(f) If Tenant fails to surrender possession and Landlord does elect to re-enter the Premises, or if Tenant abandons the Premises, Landlord may re-enter after notice and compliance with the law. Such entry shall not be deemed to terminate this Lease or release Tenant, in whole or in part, from its obligation to pay Rent under this Lease and in any such case, Tenant shall pay to Landlord, at Landlord's election, a sum equal to the entire amount of the Rent due for the remainder of the Lease Term or Renewal Term of this Lease, plus any sums due for repairs, alterations, additions or redecorating of the Premises. Upon making such payment, Tenant shall be entitled to receive from Landlord all the rents received from subsequent tenants in the Premises during the remainder of the Lease Term or Renewal Term under this Lease; Provided, however, that Tenant shall not be entitled to receive any money in excess of that paid by Tenant as the remainder of the Rent due under this Lease.

(g) After re-entry by Landlord, Landlord may, but need not, re-let the Premises for the account of Tenant to any person or entity other than Tenant and for any such rent and upon such terms as Landlord shall determine in its sole and absolute discretion. Landlord shall not be required to accept any leases offered by Tenant or to observe any instructions given by Tenant in connection with such re-letting. Tenant shall, upon demand, pay Landlord the cost of any repairs, alterations, additions or redecorating deemed by Landlord, in its sole and absolute discretion, to be necessary or desirable, together with all expenses of the re-letting. Nothing herein shall be deemed to waive the duty of the Landlord and Landlord agrees to mitigate damages which Landlord is obligated to do under this Lease.

(h) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease of the law, to which Tenant is or may be entitled, maybe handled, removed or stored by Landlord at the risk, cost and expense of Tenant and Landlord shall in no event be responsible for the value, preservation or safekeeping of such property. Tenant shall pay to Landlord, upon demand, all expenses incurred in such removal and all storage charges so long as the same shall be in possession of Landlord or under its control. Any such property owned by Tenant not removed from the Premises or retaken from storage by Tenant within thirty days of the end of the term, however ended, or within thirty days of the termination of Tenants right to possession without termination of this Lease, shall be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit to Tenant; and Tenant will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Landlord, in enforcing the covenants and agreements of this Lease.

(i) Pursue any other remedy or combination of remedies now or hereafter available to Landlord under the law or judicial decisions of the State in which the Premises are located.

(j) Landlord's rights and remedies hereunder or otherwise permitted by law shall be cumulative, and none of which shall exclude any other right or remedy allowed by law.

(k) Tenant hereby waives trial by jury.
24. **EVENT OF DEFAULT BY LANDLORD.**

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to actual damages and/or an injunction.

25. **RECONSTRUCTION.**

(a) In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this lease shall remain in full force and effect, except that tenant shall be entitled to proportionate reduction of the Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or the employees, there shall be no abatement of Base Rent.

(b) In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall have the option: (1) to repair, reconstruct or restore the Premises, in which event this Lease shall continue in full force and effect, but the Base Rent shall be proportionately reduced, only in the case of business closing. as herein above provided in Section 25(a) during the period of such repair, reconstruction or restoration; or (2) to give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of said such termination.

(c) Anything to the contrary contained in this Section 25 notwithstanding, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twenty four (24) months of the Lease Term or Renewal Term or any extension thereof.

(d) Landlord shall not be required to repair any injury or damage by fire or other cause or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant.
26. EMINENT DOMAIN.

(a) If more than fifty percent (50%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than fifty percent (50%) of the Premises are taken (and neither party elects to terminate as herein provided), the Base Rent thereafter to be paid shall be equitably reduced. If any part of Property other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant.

(b) In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the reduction in the value of the leasehold, the taking of the fee or otherwise and Tenant shall have no claim against Landlord for the value of any unexpired portion of the lease term or renewal term.

27. PARKING AND COMMON AREAS. N/A

28. SIGNS.

Tenant may affix and maintain upon the glass panels and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however erect one sign on the front of the Premises not later than the date Tenant opens for business. The design of such sign shall be prepared by Tenant in accordance with Landlord’s sign criteria and shall be subject to the approval of Landlord, and compliance with all local zoning requirements. At the expiration of the Lease Term or Renewal Term, Tenant shall remove all signs and make all repairs necessary to restore the building facade to its original condition.

29. Displays.

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising, medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts or to affix anything, including sign age, to the roof of the building.

30. AUCTIONS.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from
the Premises whether said auction by voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

31. **HOURS OF BUSINESS.**

   (a) Subject to the provisions of Section 25 above, Tenant shall continuously during the entire Lease Term or Renewal Term conduct and carry on Tenants business in the Premises and shall keep the Premises open for business and cause Tenants business to be conducted therein during the hours of approximately 7:00 a.m. to 12:00 a.m., Monday through Sunday; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes, beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

   (b) In the event of breach by Tenant of any of the conditions contained in this Section, Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Base Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Base Rent herein provided for each and every day that the Tenant shall fail to conduct its business herein provided.

33. **GENERAL PROVISIONS.**

   (a) **Plats and Riders.** Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

   (b) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

   (c) **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

   (d) **Headings.** The headings and Section titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

   (e) **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

   (f) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions and limitations as to assignment, apply to and bind the heirs, successors,
executors, administrators and assigns of the parties hereto.

(g) **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may recorded at the request of, or with the permission of, Landlord.

(h) **Quiet Possession.** Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenants part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term or Renewal Term, subject to all the provisions of this Lease.

(i) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent, for Tenant's Share of Maintenance and Other Costs, Taxes or other expenses or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgages or trust deed covering the Premises. Accordingly, if any installment of Rent or any Rent due from Tenant shall not be received by Landlord or Landlord's designee by the (5th) day of the month that said amount is due, then Tenant shall pay to Landlord as additional rent, the sum of 50.00, plus and attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. Additionally, beginning on the tenth (10th) day of the month, an additional ten percent (10%) of the total monthly rent shall be due each month until all Rents are received. The parties hereby agree that such Late Charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such Late Charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(j) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements, representations or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(k) **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other cause beyond the reasonable control of Landlord.

(l) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, illegal or against public policy shall in no way affect, impair or invalidate any other provisions hereof and such other provision shall remain in full force and effect.
(m) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(n) **Choice of Law.** This Lease shall be governed by the law of the State of Illinois.

(o) **Attorneys’ Fees.** In the event of any action or proceeding is brought by Landlord seeking to enforce any provisions under this Lease or related to or arising out of this Lease, Landlord shall be entitled to recover its expenses and costs, including reasonable attorneys’ fees, expert witness fees, court costs and other costs and expenses of or associated with such action or proceedings, including costs of appeal, if any. In the event of any action or proceeding is brought against Landlord by Tenant seeking to enforce any provisions under this Lease or related to or arising out of this Lease, if Landlord prevails in such action or proceeding, Landlord shall be entitled to recover its expenses and costs, including reasonable attorneys' fees, expert witness fees, court costs and other costs and expenses of or associated with such action or proceedings, including costs of appeal, if any.

(p) **Sale of Premises by Landlord.** In the event of any sale of the Premises or Property by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchasers, to have assumed and agreed to carry any and all of the covenants and obligations of Landlord under this Lease.

(q) **Subordination; Attornment.** Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises or Property, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgages or deed of trust made by Landlord covering the Premises or Property, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. The provisions of this Section to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and affect for the full term hereof.

(r) **Notices.** Notice shall be in writing and shall be served by one Party to the other Party. Notice to any of one of multiple person Parties shall be sufficient Notice to all. Notice shall be given in the following manner:

(i) By personal delivery;
(ii) By mailing to the addresses set forth in paragraphs 3(e) and (f);
(iii) By facsimile transmission (see paragraphs 3(e) and (f));
(iv) By email transmission if an email address has been
provided (see paragraphs 3(e) and (f);
(v) By recognized commercial overnight delivery such as but not limited to FedEx, UPS, etc.;
(vi) If a Party fails to provide contact information, Notice may be given to a Party’s designated agent in any of the manners provided herein.

(s) Tenant’s Statement (Estoppel Certificate). Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, standing the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the Rental and other charges are paid in advance, if any, and (ii) acknowledge that there are not, to Tenant’s knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth the date of commencement of Rents and expiration of the Lease Term of Renewal Term. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property or which the Premises are a part.

(t) Authority of Tenant. If Tenant is a corporation, limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation, limited liability or other entity. If Tenant is a partnership, each individual executing this Lease for Tenant represents and warrants that he, she or it is a general partnership, that he, she or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership.

(u) Electronic or Digital Signatures. Facsimile or digital signatures shall be sufficient for purposes of executing and/or amending this Agreement and delivery thereof by one of the following methods shall be deemed delivery of this Agreement. An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method such as creating a PDF (“Portable Document Format”) document incorporating the digital signature and sending same by electronic mail.

(v) Counterparts. This Lease may be signed in counterparts and Counterparts shall constitute the whole Lease.

34. BROKERS.

Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with negotiation of this Lease excepting only the broker or agent who is entitled
35. **COMPLIANCE.**

(a) The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, the Premises, the Property or the subject matter of this Lease including, but not limited to, the 1947 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax At, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

(b) Tenant agrees and covenants that Tenant will keep the Premises in a clean healthful condition, free of any Hazardous Material (hereinafter defined) except such Hazardous Materials kept in compliance with Environmental Laws (hereafter defined), and will not engage in any conduct, events or actions which could interfere with or prevent compliance with Environmental Laws or with requirements relating to health, safety and protection of the environment, or which may give rise to any legal liability or otherwise form the basis on any condition or violation or alleged violation of Environmental Laws or requirements relating to health, safety and protection of the environment. For purposes hereof, the term "Hazardous Material" shall mean any health endangering mold or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purpose of) the Comprehensive Environmental Response, Compensation Environmental Response, Compensation and Liability Act, as may be amended form time to time, any so-called "superfund" or "superliien" law, statute, code, ordinance, order, rule or regulation or other requirement of any governmental authority as now or at any time hereafter in effect regulating, relating to, or imposing obligations, liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material. For purposes hereof, "Environmental Laws" means any federal, state or local laws, ordinances or regulations governing or regulating Hazardous Material, pollution, the environment or public health. Tenant agrees (to the extent it is adjudicated to be at fault) to indemnify, defend and hold the Landlord forever harmless from and against any and all conditions, liabilities, demands, claims, actions or causes of action, or indirect, existing or inchoated, known or unknown having arisen or to arise in the future(whether by existing or subsequently-adopted federal state or local statutes, ordinances, regulations or other requirements), including reasonable attorney's fees, sustained or incurred resulting from or arising out of relating to or by virtue of any condition of the Premises, created by the Tenant(without limiting the generality of the foregoing, by means of arranging for the disposal or treatment of Hazardous Material), or Tenants violations of the Environmental Laws existing or subsequently enacted, or Tenant's violation of requirements relating to health, safety and protection of environment including but not limited to those relating to the release or threatened release of Hazardous Material, or by reason of the imposition of any lien for recovery of any costs expended related to the release or threatened release of Hazardous Material (or allegations of the release or threatened release of Hazardous Material.)
36. COVENANT-NOT-TO-COMPETE. Paragraph 25 of the Collaboration Agreement is incorporated by reference herein as if set forth verbatim. The exception is the Deb and India may continue operating their business presently called Peckish Pig located at 623 Howard Street, Evanston, Illinois 60202.

Tenant acknowledges that: (i) this non-compete Agreement has been specifically bargained between the parties and reviewed by the Tenant, (ii) Tenant has had an opportunity to obtain legal counsel to review this clause, and (iii) the covenants made by and duties imposed upon Tenant hereby are fair, reasonable, and minimally necessary to protect the legitimate business interests of the Landlord, and such covenants and duties will not place an undue burden upon Tenants’ livelihood during the duration of the Lease and any extensions in the event of termination of this Lease.

Tenant acknowledges that any breach of this Covenant-Not-To-Compete will cause substantial and irreparable harm to Landlord for which monetary damages would be an inadequate remedy. Accordingly, Landlord shall in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such breach and the Landlord shall be entitled to recover from the Tenant, the Landlord’s costs (including without limitation, reasonable attorney’s fees and expenses incurred in prosecuting an action to enforce this clause, in addition to any other rights or remedies available at law, in equity, or by statutes.

Agreed and accepted by both parties on the dates listed below.

Tenant: Palmhouse Productions, LLC

By: ____________________________
Deborah Evans, member
DATED THE ___ DAY OF ______, 2019

LANDLORD: 619 H LLC

By: ____________________________
Mohamed Eldibany, sole member
Dated the ___ day of ______, 2019

7/23/2019
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
FGMK Insurance Agency, Inc.
2801 Lakeside Drive
Bannockburn, IL 60015

**INSURED**
Peckish One LLC. Little Piggy DBA Peckish Pig
Palmhouse Productions, LLC
623-627 1/2 Howard St.
Evanston, IL 60202

**INSURERS**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
<th>INSURER F</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Bend Mutual Insurance Company</td>
<td>Security National Insurance Company</td>
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**COVERAGE**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSURED</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
<td></td>
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<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td>3/19/2020</td>
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<tr>
<td>LIQUOR LIABILITY</td>
<td></td>
<td></td>
<td>3/19/2020</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Evanston is an additional insured with respect to the General Liability and Liquor Liability

**CERTIFICATE HOLDER**

City of Evanston
2100 RIDGE AVE.
Evanston, IL 60201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

[Signature]

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GENERAL INSTRUCTIONS

1. APPLICATION FORM: The form must be completed in its entirety. Please print neatly or type. Corporate applicants must also provide the signature of the authorized representative. Applicants must complete and sign the affidavit provided. Supplement forms A, B, and C are to be submitted with application. Supplement C must be completed by each Owner, Shareholder and/or Manager. Please submit a complete application with all required attachments at one time.

2. LIQUOR CONTROL CODE: All applicants are expected to review the Evanston Liquor Control Code and the Illinois State liquor codes before applying for a license. Information provided by staff and in written documentation is for informational purposes only and is not to be relied on in lieu of a full review of the liquor code.

3. BACKGROUND INVESTIGATION FORM: Each shareholder and/or site-manager must undergo a police background investigation that includes a fingerprint check through the Illinois State Police and the Federal Bureau of Investigation. To begin the process of the background check for each person:
   1. Pay the Fingerprinting Process Fee and make an appointment. You may pay online via credit card or by visiting the liquor permits page at www.cityofevanston.org/residents/permits-licenses.
   2. After you've paid online, you should have a fingerprinting session by contacting Catalina De La Rosa at the Evanston Police Department at 847-866-5023.
   3. Bring the original receipt for $43.25 that you paid to the City of Evanston AND a valid photo I.D. to your fingerprinting appointment.

*Note: Separate transactions are required for each person. Each establishment manager subsequently hired must submit to a fingerprint and background investigation.

4. LIQUOR LIABILITY INSURANCE (Dram Shop):
   - Each applicant must acquire Liquor Liability Insurance (Dram Shop) in the amount of $1,000,000.
   - City of Evanston is to be named as an additional insured with respect to the General Liability and Liquor Liability policies. Endorsements should not be pursuant to a written agreement.
   - Please review City of Evanston liquor code section 3-4-4 for further information.
   - Evidence of the insurance must be attached in the form of an ACORD Certificate of Insurance at the time of application submittal.
   - The ACORD Liquor Liability Insurance Certificate should name the City of Evanston as Certificate Holder and Additional Insured. Additional insured language must read exactly as follows: "City of Evanston is an Additional Insured with respect to General Liability and Liquor Liability pursuant to City of Evanston code section 3-4-4". Licenses will not be granted if this exact language is not contained in the description of operations.

5. SURETY BOND
   - Each applicant is required to provide a surety bond in the amount of $2,500. Surety bonds can be acquired through your insurance agent or broker.
   - Such bond shall provide against any violation by the principal, his agents or employees of any of the terms of the City Code, rules and regulations now in force or which may hereafter be in force in the City affecting the operation of such business.

6. OTHER DOCUMENTS AND INFORMATION REQUIRED
   - Payment of the first/initial annual license fee
   - Articles of Incorporation/Organization
   - Evidence of Good Standing with State of Illinois
   - A copy of Dram Shop/Liquor Liability Insurance listing City of Evanston as Certificate Holder AND Additional Insured
   - BASSET Training Certification for all Site Managers and Owners
   - If a restaurant or other entity offering onsite consumption, a copy of the proposed menu
   - A copy of the applicants lease
   - Floor Plan of Liquor Establishment
   - Current business/food establishment license issued by the City of Evanston, (once received for new businesses)
   - A copy of your Illinois State Liquor License (once received for new businesses)
   - Listing of all goods, wares, and merchandise (if applicable)
City of Evanston
Application for Liquor License

Date: 8/13/20

1. APPLICANT
A. Corporation name: Garilaci LLC
B. Business name: Vinissimo
C. Previous business name (if dba changed): City Fit

D. Business address (city, state, zip code):
2120 Central St
E. Business telephone: 847-556-4956
F. Business website: N/A
G. Business Email: N/A
H. Illinois business tax number: applied for

2. BUSINESS ESTABLISHMENT LOCATION INFORMATION
A. Address applying for liquor license (exact street address):
2120 Central St
B. Full description of the location including floor layout, specific floors, rooms,
etc. (attach a site plan):
Boutique Retail Wine Shop

C. Is the business required to be located within the “Retail Package Store Area”?
   □ Yes □ No
   If yes, is it located within the “Retail Package Store Area”?
   □ Yes □ No

3. BUSINESS TYPE & LIQUOR SERVICE INFORMATION
A. Business type: □ Restaurant □ Hotel □ Package Store □ Grocery Store □ BrewPub
   □ Craft Distillery □ Craft Brewery □ Craft Winery □ Other (explain):

Describe the nature of the business / kind of business:
Boutique Wine Store

Liquor to be served and/or sold:
□ Alcoholic liquor
□ Beer & Wine only
□ Beer Only □ Wine only

Days and times liquor is served:
□ Sunday to
□ Monday to
□ Tuesday to
□ Wednesday to
□ Thursday to
□ Friday to
□ Saturday to

Liquor will served or sold by:
□ Glass □ Bottle □ Can □ Waitstaff and/or □ Over the counter
4. BUSINESS SPECIFIC INFORMATION (for restaurants)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a restaurant?  
   If your response is “No,” skip this section and proceed to section 5.  
   □ yes □ no

B. Does the restaurant premises maintain and conduct business to the public as an establishment  
   where meals are actually and regularly served?  
   □ yes □ no

C. Does the restaurant provide adequate and sanitary kitchen and dining room equipment and  
   capacity, with sufficient employees to prepare, cook, and serve suitable food?  
   □ yes □ no

D. How many tables are or will be in the restaurant? What is the seating capacity?  
   □ yes □ no

E. Is there an existing or proposed menu? If your response is “no”, please create a proposed menu  
   before applying. If your response is “Yes,” please attach the menu.  
   □ yes □ no

F. Does the restaurant currently hold or has applied for a City of Evanston food license?  
   If your response is “Yes,” what is the expected issue date?  
   □ yes □ no

5. BUSINESS SPECIFIC INFORMATION (for hotels)

A. Does the applicant seek to sell and/or serve liquor upon the premises of a hotel?  
   If your response is “No,” skip this section and proceed to section 6.  
   □ yes □ no

B. Does the hotel premises maintain and conduct business to the public as an establishment where  
   meals are actually and regularly served?  
   □ yes □ no

C. Does the hotel provide adequate and sanitary kitchen and dining room equipment and capacity,  
   with sufficient employees to prepare, cook, and serve suitable food?  
   □ yes □ no

D. Does the hotel have at least 50 regular rooms for transients?  
   □ yes □ no

E. Does the hotel currently hold or has applied for a City of Evanston food license?  
   If your response is “Yes,” what is the expected issue date?  
   □ yes □ no

6. BUSINESS SPECIFIC INFORMATION (for package stores)

A. Does the applicant seek to sell liquor upon the premises of a package store?  
   If your response is “No,” skip this section and proceed to section 7.  
   □ yes □ no

B. Is the package store premises located in the “retail package store area” as defined by the  
   attached map?  
   □ yes □ no

C. Is the package store used only for retail sale of alcoholic liquor in original packages to persons at  
   least 21 years of age for consumption off the premises?  
   □ yes □ no

D. Has the applicant reviewed the Liquor Code definition of a “package store”?  
   □ yes □ no

7. BUSINESS SPECIFIC INFORMATION (for grocery stores)

A. Does the applicant seek to sell and liquor upon the premises of a grocery store and/or  
   combination store? If your response is “No,” skip this section and proceed to section 8.  
   □ yes □ no

B. Does the grocery store premises consist of a grocery store and combination store under one roof?  
   □ yes □ no

C. Does the grocery store provide a minimum of 12,000 square feet of production, preparation, and  
   display for product sales? Approximately how many square feet are provided?  
   □ yes □ no

D. Does the grocery store currently hold or has applied for a City of Evanston food license?  
   If your response is “Yes,” what is the expected issue date?  
   □ yes □ no
8. BUSINESS SPECIFIC INFORMATION (BrewPub)

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<tbody>
<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a BrewPub? If your response is “No,” skip this section and proceed to section 9.</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>B.</td>
<td>Does the brewpub premises maintain and conduct business to the public as an establishment where meals are actually and regularly served?</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>C.</td>
<td>Does the breuwpub provide adequate and sanitary kitchen and dining room equipment and capacity, with sufficient employees to prepare, cook, and serve suitable food?</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>D.</td>
<td>How many tables are or will be in the brewpub? _____ What is the seating capacity? _____</td>
<td></td>
</tr>
<tr>
<td>E.</td>
<td>Is there an existing or proposed menu? If your response is “no”, please create a proposed menu before applying. If your response is “Yes,” please attach the menu.</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>F.</td>
<td>Does the breuwpub currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _____ If “No” provide date when you will apply: _____</td>
<td>☐ yes ☐ no</td>
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</table>

9. BUSINESS SPECIFIC INFORMATION (Craft Distillery)

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<tbody>
<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a Craft Distillery? If your response is “No,” skip this section and proceed to section 10.</td>
<td>☒ yes ☐ no</td>
</tr>
<tr>
<td>B.</td>
<td>Does the craft distiller possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C.</td>
<td>Does the craft distiller intend to have a tasting room? If “Yes”, What is the seating capacity? _____</td>
<td>☒ yes ☐ no</td>
</tr>
<tr>
<td>D.</td>
<td>Has the applicant reviewed the Liquor Code definition and class description of a “craft distiller”?</td>
<td>☐ yes ☒ no</td>
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</table>

10. BUSINESS SPECIFIC INFORMATION (Craft Brewery)

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<tbody>
<tr>
<td>A.</td>
<td>Does the applicant seek to sell and liquor upon the premises of a Craft Brewery? If your response is “No,” skip this section and proceed to section 11.</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>B.</td>
<td>Does the craft brewery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>C.</td>
<td>Does the craft brewery intend to have a tasting room? If “Yes”, What is the seating capacity? _____</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>D.</td>
<td>Does the craft brewery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>E.</td>
<td>Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.</td>
<td>☐ yes ☒ no</td>
</tr>
<tr>
<td>F.</td>
<td>Does the craft brewery currently hold or has applied for a City of Evanston food license? If your response is “Yes,” what is the expected issue date? _____</td>
<td>☐ yes ☐ no</td>
</tr>
<tr>
<td>G.</td>
<td>Has the applicant reviewed the Liquor Code definition and class description of a “craft brewery”?</td>
<td>☐ yes ☒ no</td>
</tr>
</tbody>
</table>
11. BUSINESS SPECIFIC INFORMATION (Craft Winery)

A. Does the applicant seek to sell and liquor upon the premises of a Craft Winery? If your response is “No,” skip this section and proceed to section 12.

☐ yes  ☒ no

B. Does the craft winery possess a valid craft distiller license from the State of Illinois? If “No”, please provide date you intend to obtain you license: _____

☐ yes  ☐ no

C. Does the craft winery intend to have a tasting room?

If “Yes”, What is the seating capacity? ______

☐ yes  ☐ no

D. Does the craft winery intend to offer retail sale of beer for on site consumption? If “Yes” you must offer food service. Please upload a proposed menu.

☐ yes  ☐ no

E. Is there an existing or proposed menu? If your response is “Yes,” please attach the menu.

☐ yes  ☐ no

F. Does the craft winery currently hold or has applied for a City of Evanston food license?

If your response is “Yes,” what is the expected issue date? ______

☐ yes  ☐ no

G. Has the applicant reviewed the Liquor Code definition and class description of a “craft winery”?

☐ yes  ☐ no

12. PREMISES OWNERSHIP INFORMATION

A. Does the corporation own the premises for which this liquor license is being sought? If your response is “Yes,” attach a copy of ownership and proceed to section 13.

☐ yes  ☒ no

B. Does the corporation possess a lease on such premises covering the full period for which such liquor license is sought?

___ yes  ☐ no

C. What is the period covered by the lease? 7/20 to 6/25

D. What is the name of the Landlord? Vincent Comerci

E. What is the address of the Landlord? (please include city, state, and zip code.)

13. ELIGIBILITY QUESTIONS

A. Has the owner or any relative had a business or liquor license revoked?

☐ yes  ☐ no

B. Is the owner disqualified to receive a license by reason of any matter or thing contained in Title 3, Chapter 4 of the City of Evanston Code, other ordinance, and laws of the State of Illinois or other ordinances of the City of Evanston?

☒ yes  ☐ no

C. Does the owner agree not to violate any laws of the State of Illinois, or of the United States, or any ordinance of the City of Evanston in the conduct of his or her place of business?

☐ yes  ☐ no

D. Does the owner/officer(s) owe any debt or unpaid tax to the City of Evanston?

If yes, explain:

☒ yes  ☐ no

E. Has the owner received assistance in preparing this application? If the response is “Yes,” please provide the information below.

<table>
<thead>
<tr>
<th>name</th>
<th>address</th>
<th>telephone</th>
<th>relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Vanecko</td>
<td>221 n. LaSalle 3800# 60601</td>
<td>312-664-0044</td>
<td>Attorney</td>
</tr>
</tbody>
</table>
I, the Applicant and/or duly appointed representative, have reviewed the prepared application and accept it as true and correct to the best of my knowledge. I agree to report any changes to the contents of this application, whether they occur before or after a license is issued, to the City of Evanston within 30 days. I agree to notify the City of Evanston of any and all changes in corporate stockholder shares, corporate officers and directors. Further, I understand that the liquor license issued is not transferrable. It is understood that the acceptance and deposition of the fee herein tendered does not constitute acceptance of the liquor license application.

Signature of Applicant

Date: 8/17/20
City of Evanston
Liquor License Application

AFFIDAVIT

State of Illinois
County of Cook

) SS

The undersigned hereby makes application for a Class ___ liquor license. I / we swear (or affirm) that I / we will not violate any of the ordinances of the City of Evanston or laws of the State of Illinois or the laws of the United States of America in the conduct of the place of business described herein; that I have read and understand Title 3, Chapter 4 of the Evanston City Code; and that the statements contained in this application are true and correct.

[Signature]

Signature of Applicant

Subscribed and sworn to before me this 18th day of August, 2022

[Signature]

Notary Public

MARTA D. KURIATA
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 8, 2023

Application: Page 6 of 15
CORPORATE INFORMATION FORM  
(Supplement A)  

Applicants must file business with Secretary of State:

Name of Corporation/Partnership: Garilaci LLC

Corporate Address: 2120 Central Ave. Evanston, IL 60201

Corporate Ph #: 312-927-0905  Corporate Email: guyrad@comcast.net  FEIN: [REDACTED]

Business Status:

Date Corporation/Partnership was Organized: Illinois

State Articles of Incorporation/Organization filed:

Date Articles of Incorporation/Organization filed with Secretary of State:

Date Certification of Incorporation/Organization was issued by Secretary of State:

Are there any amendments to Articles of Incorporation?  
(If yes, provide date filed)  [□ Yes  □ No]

What are the total shares of stock created by this Corporation?

<table>
<thead>
<tr>
<th>Name</th>
<th>Percentage of Stock</th>
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<tbody>
<tr>
<td>Gaetano Comerci</td>
<td>100%</td>
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</table>

Has Corporation attached an organization chart/listing with Names, Title, Address and Percentage of Stock of Corporation officers and directors?  [□ Yes  □ No]

If no, explain:

Has the Corporation attached evidence of Good Standing with the State of Illinois?  [□ Yes  □ No]

If no, explain:

Has the Corporation attached a file-stamped copy of Articles of Incorporation/organization?  [□ Yes  □ No]

If no, explain:

Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: None

What is the objective of Corporation? Boutique Wine Shop

Has a Shareholder and/or Site Manager Background Form been completed for each person holding (5%) or more stock in this corporation?  [□ Yes  □ No]
CITY OF EVANSTON  
Cook County, Illinois  
CORPORATE SURETY BOND  
(Supplement B)  

Surety Bond #: _____  

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED,  
______________________________,  
of the City of ________, County of ________, and State of ________, a corporation organized and existing  
under the laws of the State of ____________, as Principal and ____________________, organized and existing under the law of the  
State of ____________, and licensed to do business in of the City of Evanston, County of Cook, and State of Illinois, hereinafter  
called the sureties, are held and firmly bound unto the City of Evanston, a municipal corporation, in the sum of TWENTY-FIVE  
HUNDRED AND NO/100 DOLLARS ($2,500) for the payment whereof to the City of Evanston, the principal and said sureties bind  
themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these presents. Signed, sealed, and dated  
this ____ DAY OF __________, 20____.  

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control  
Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the  
Municipal Code of the City of Evanston, reenacted January 2014, and amendments thereto, which license will expire on the ____ DAY  
OF __________, 20____.  

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall  
comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and  
all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance;  
and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or  
which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void;  
otherwise it shall remain in full force and effect.
PRINCIPAL

Signed, sealed, and dated this _____ DAY OF _____, 20_____.
By:
Title:
State of )
County of )

SURETIES

Signed, sealed, and dated this _____ DAY OF _____, 20_____.
By: By:
Title: Title:
State of ) State of )
County of ) County of )

(affix seal)

State of )
County of )
SS

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by ____________________________
this _____ day of _____, 20_____.

Notary Signature

(affix seal)
**SHAREHOLDER and/or SITE MANAGER BACKGROUND FORM**  
(Supplement C)

**Corporation/Partnership Name:**  
Garilaci LLC

**Business Name:**  
Vinissimo

### PERSONAL INFORMATION

- **First Name:** Gaetano  
- **Last Name:** Comerci  
- **Middle Initial:** V  
- **Title:**  
  - [ ] Sole Owner  
  - [ ] Partner  
  - [ ] Corp Officer  
  - [ ] Site Manager  
  - [ ] Director  
  - [ ] Other: (_____)  
- **% of Stock Ownership:** 100

<table>
<thead>
<tr>
<th>Current Residential Address</th>
<th>Suite/Apt.</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Phone:</th>
<th>Cell Phone:</th>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><a href="mailto:guyrad@comcast.net">guyrad@comcast.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth (MM/DD/YYYY):</th>
<th>Place of Birth (City, State and Country):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

- **Are you a citizen of the United States?**  
  - [ ] Yes  
  - [ ] No, I am a citizen of:

- **Naturalized Citizen:**  
  - [ ] Yes  
  - [ ] No

### RESIDENCE/ADDRESS HISTORY (list your present or most recent residence first)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Reason for Leaving</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **Name of Employer/Business:**  
   Pure Wine Company  
   Position: VP of Sales  
   Start Date: 4/1/2017  
   End Date: 9/1/2020

   Address (City, State, Zip):  
   285 83rd St

   Telephone: 847-655-9190  
   Reason for Leaving: Start my own business

2. **Name of Employer/Business:**  
   Domaine Select Wine & Spirits  
   Position: Midwest Sales Manager  
   Start Date: 2013  
   End Date: 2017

   Address (City, State, Zip):  
   105 Madison Ave. New York, NY 1001

   Telephone: 212-279-0799  
   Reason for Leaving: accept a new role as VP of Sales

3. **Name of Employer/Business:**  
   Vin Divino  
   Position: Midwest Sales Manager  
   Start Date: 2008  
   End Date: 2013

   Address (City, State, Zip):  
   3941 N. Lincoln Ave Chicago, IL

   Telephone: 773-334-6700  
   Reason for Leaving: unhealthy work environment
### City of Evanston annual Liquor License Application

#### ADDITIONAL INFORMATION:

<table>
<thead>
<tr>
<th></th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>If you are a Manager, are you BASSET (Beverage Alcohol Sellers and Servers Education and Training) certified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- If yes, please attach a copy of your BASSET certification.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- If no, when do you expect to complete BASSET certification:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N/A</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>B</td>
<td>Have you completed the fingerprint/background check process with the City of Evanston?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- If no, when do you expect to submit fees and fingerprints? 8/20</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>C</td>
<td>Have you ever been convicted of violating a Local City Code, in any jurisdiction?</td>
<td></td>
<td></td>
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<tr>
<td>D</td>
<td>Have you ever forfeited an appearance bond for any Federal, State, or Local violations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Has any license previously issued to you by Federal, State, or Local authorities been revoked?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>F</td>
<td>Were you ever convicted of a felony?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, please provide date, details and final disposition.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Were you ever arrested or convicted of any alcohol/drug related violation, including but not limited to, driving under the influence (DUI)/driving while intoxicated (DWI), public intoxication, or underage consumption of alcohol?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

If you have answered “Yes” to (C), (D), (E) (F) (G) or (H), attach a summary of explanation which include date and place of forfeiture, convictions and/or revocation.
WAIVER AND RELEASE STATEMENT

Please read these statement carefully and be aware by agreeing to allow the City of Evanston to investigate your residential, employment, and criminal background, you will be waiving and releasing all claims for damage you might sustain arising out of the criminal background check and review, which include fingerprinting.

I AUTHORIZE an investigator or other duly accredited representative of the City of Evanston or its agent to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my residential, achievement, performance, attendance, disciplinary, and employment history. I specifically authorize an investigation regarding my criminal history.

I AUTHORIZE custodians of records and other sources of information pertaining to me to release such information upon request of the investigator or other duly accredited representative of the City of Evanston or its agents authorized above, regardless of any previous agreements to the contrary.

I WAIVE and relinquish all claims I may have against the City of Evanston and its officers, agents, servants, and employees, as a result of participating in this background check.

I had my legal counsel review this application prior to submission ☐ YES ☐ NO

I SWEAR (OR AFFIRM) that the statements contained herein are true and correct. I understand that a liquor license is a personal privilege, not a right. I shall not violate any of the ordinances of the City of Evanston or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; and that I have read, understand, and shall abide by Title 3, Chapter 4 of Evanston City Code, the Liquor Control Regulations for the City of Evanston. I understand and agree that if I violate any local or state ordinance regarding alcohol sales, consumption, or possession, while I have an Evanston liquor dealer's license that said license may be revoked or suspended. I understand and agree that pursuant to Section 3-4-17 of the City Code, that I am strictly liable for every act or omission of violation of Title 3, Chapter 4 of the City Code or the Illinois Liquor Control Act. If any information submitted on this application is found to be untruthful, I understand and agree that my license application may be rejected.

I understand and agree that I am responsible for the payment of court reporter fees if a license suspension/revocation hearing is convened relative to my license, and that if I fail to pay such fees (if any), my license (if granted) shall not be renewed. I understand that if my license is granted, that the renewal privilege granted in Title 3, Chapter 4 of the City Code shall not be construed as a vested right.

[Signature]
Shareholder/Site Manager Signature
[Signature]
Date

State of [IL]
County of [COOK]
Subscribed and Sworn to before me this 17 day of [MONDAY], 2020.

[Signature]
Notary Signature
(seal)

JAMES R. MOULTON
Official Seal
Notary Public – State of Illinois
My Commission Expires Feb 6, 2022

City of Evanston Liquor License Application (Rev June 2017) Supp. C/Background Form: Page 12 of 15
City of Evanston
Liquor License Application Checklist
This checklist will assist you in submitting a complete application packet:

<table>
<thead>
<tr>
<th>(Check items to confirm they are attached)</th>
<th>For Office Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Application</td>
<td></td>
</tr>
<tr>
<td>• Application Fee</td>
<td></td>
</tr>
<tr>
<td>• Fingerprinting Processing Fee(s)</td>
<td></td>
</tr>
<tr>
<td>• Corporate Information Form</td>
<td></td>
</tr>
<tr>
<td>• Corporate Officers Listing</td>
<td></td>
</tr>
<tr>
<td>• Organization chart</td>
<td></td>
</tr>
<tr>
<td>• Articles of Incorporation/Organization</td>
<td></td>
</tr>
<tr>
<td>• Evidence of Good Standing with State of Illinois</td>
<td></td>
</tr>
<tr>
<td>• Shareholder and/or Site Manager Background Form and Reference Sheet</td>
<td></td>
</tr>
<tr>
<td>• Corporate Surety Bond Form</td>
<td></td>
</tr>
<tr>
<td>• Dram Shop Insurance / Liquor Liability Certification listing City of Evanston as Certificate Holder <strong>AND</strong> Additional insured</td>
<td></td>
</tr>
<tr>
<td>• Menu</td>
<td></td>
</tr>
<tr>
<td>• Floor Plan of Establishment</td>
<td></td>
</tr>
<tr>
<td>• Listing of goods, wares, and merchandise currently on hand (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• Current business/food establishment license issued by the City of Evanston (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• List of existing Illinois State and Local retail liquor license (include license type, business name, address, City, and State) (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• Lease Agreement or Proof of Property Ownership</td>
<td></td>
</tr>
<tr>
<td>• BASSET Certification Acquired or Pending</td>
<td></td>
</tr>
</tbody>
</table>
1. Limited Liability Company Name: GARILACI LLC

2. Address of Principal Place of Business where records of the company will be kept:
   2120 CENTRAL
   EVANSTON, IL 60201

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent’s Name and Registered Office Address:
   GAETANO COMERCI
   WILMETTE, IL 60091

5. Purpose for which the Limited Liability Company is organized:
   “The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act.”

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:
   GAETANO COMERCI
   WILMETTE, IL 60091
   EVANSTON, IL 60201

8. **Name and Address of Organizer**
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: AUGUST 19, 2020
   GAETANO COMERCI
   WILMETTE, IL 60091
## STORE LEASE

<table>
<thead>
<tr>
<th>Term of Lease</th>
<th>Lessee</th>
<th>Lessor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning: July 1, 2020</td>
<td>Garilaci LLC d/b/a Vinissimo 2120 Central Evanston, IL. 60201</td>
<td>Vincent Comerici</td>
</tr>
<tr>
<td>Ending: June 30, 2025</td>
<td>Date of Lease</td>
<td>Location of Premises 2120 Central Evanston, IL. 60201</td>
</tr>
<tr>
<td>Monthly Rent $5,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the Premises®), together with the appurtenances thereto, from the above term.

## LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor’s agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor’s address stated above or such other address as Lessor may designate in writing.

2. **WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
3. **SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of ATo Let,® or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than such event Lessee shall at once pay Lessor a sum of money equal to the entire amount reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

4. **LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or permit to be kept on or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of the Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. **REPAIRS AND MAINTENANCE.** Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such case made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agent, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

7. **ACCESS TO PREMISES.** Lessee shall allow Lessor or any other person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of AFor Sale® and AFor Rent®, and Lessee will not interfere with the same.
8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or form broken stairs, porches, railings or walks, or from the baking up of any sewer pipe or down spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or water pipe, drain or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first hand and obtained; and shall not commit any waste in or about said Premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix the additional locks or bolts on doors or window, or shall place in Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

10. HEAT. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for the comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate the lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

12. TERMINATION; HOLDING OVER. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination
of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of $250.00 dollars per day, for the time Lessee remains in possession. If no such written notice is served than a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

13. LESSOR’S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any other part thereof, or of the breach of any covenant in this lease contained. Lessee’s right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee’s right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as reasonably by necessary, and Lessor may re-possess himself on the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, to or landlord and tenant, or by any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor’s rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

14. RIGHT TO RELET. If Lessee’s right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the relenting thereof; and if a sufficient sum shall not be received from such relenting to satisfy the rent hereby reserved, after paying the expenses of relenting and collection, including commissions to agent, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant
by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

15. COSTS AND FEES. Lessee shall pay upon demand all Lessor’s costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor=s fault, become involved through or on account of this lease.

16. CONFESSION OF JUDGMENT. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney=s fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

17. LESSOR=s LIEN. Lessor shall have a first lien upon interest of Lessee under this lease, to secure payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

18. REMOVAL OF OTHER LIENS. In event any lien upon Lessor=s title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor=s notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor=s costs, expenses and counsel fees.

19. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand of possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee=s right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been
served at the time the copy is mailed.

21. MISCELLANEOUS.  (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.  (b) lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.  (c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.  (d) The rights and remedies hereby created are cumulative and the use on one remedy shall not be taken to exclude or waive the right to the use of another.  (e) The words Alessee@ and Alessee@ whenever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.  If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

22. SEVERABILITY.  If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof to other persons circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Lessee:
Garilaci LLC d/b/a Vinissimo

[Signature]
Gaetano Comerci, Managing/Member

Lessor:

[Signature]
Vincent Comerci
BARI & GAETANO COMERCI
2120 CENTRAL STREET FLOOR PLAN
MEASUREMENTS NOT TO SCALE; MUST BE CONFIRMED ON SITE.
Certificate of Completion

GAETANO COMERCI

Has diligently and with merit completed the Off-Premise BASSET Alcohol Certification on 8/25/2020 from the American Safety Council.

Jeff Painian
This card certifies that:

GAETANO COMERCI

has completed the
Off-Premise BASSET Alcohol Certification

9/24/2020

Exp. Date:
BOND INVOICE

PREMIUM $100.00
OTHER CHARGES

TOTAL AMOUNT DUE $100.00
Premium Due Upon Receipt

TRANSACTION TYPE New Bond
RENEWAL CODES B LLIQ

THE FOLLOWING INFORMATION IS REQUIRED:
Nothing further is required at this time.

Send required information to: Email: direct@merchantsbonding.com
Fax: (515) 243-3854
Mail: Merchants Bonding Company, P.O. Box 14498, Des Moines, IA 50306-3498

If you no longer need this bond, please return this invoice and original bond documents marked "Cancel" to address above. Please do not send payment to above address.

YOUR AGENT IS: 4551
TrueNorth Companies LC
PO Box 1863
Cedar Rapids, IA 52406
319-364-5193

PAYMENT OPTIONS
☐ CREDIT CARD Go to our website at https://pay.merchantsbonding.com and enter this code: trzydsp
☐ CHECK OR MONEY ORDER Detach bottom portion of this invoice and return with payment to PAYMENT ADDRESS below. When a check payment is provided, you authorize our company to use the check information to make a one-time electronic fund transfer from your account or to process as a check transaction.

TOTAL AMOUNT DUE $100.00

OBLIGEE
City of Evanston, Illinois

BOND # BOND AMOUNT BOND TERM BOND DESCRIPTION
IL5312637 $2,500.00 11/01/2020 to 11/01/2021 Liquor Sale

AGENCY 4551 TrueNorth Companies LC

PAYMENT ADDRESS:
MERCHANTS BONDING COMPANY (MUTUAL)
PO BOX 310180
DES MOINES IA 50331-0180

ADP 0527 (12/16)
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the “Companies”) do hereby make, constitute and appoint, individually,

William Warner Jr.

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

“The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

“The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of August, 2020.

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of August, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

(Polly Mason
Commission Number 750576
My Commission Expires
January 07, 2023

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of August, 2020.

(Polly Mason
Commission Number 750576
My Commission Expires
January 07, 2023

Notary Public

William Warner Jr.
Secretary

POA 0018 (1/20) For bond verification contact verify@merchantsbonding.com
CITY OF EVANSTON
Cook County, Illinois

CORPORATE SURETY BOND
(Supplement B)

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, Garilaci LLC; Viniasimo DBA (Corporation)
organized and existing under the laws of the State of Illinois, as Principal and Merchants Bonding Company (Mutual)
(Name of Surety Company)
organized and existing under the law of the State of Iowa, and licensed to do business in of the City of Evanston,
County of Cook, and State of Illinois, hereinafter called the sureties, are held and firmly bound unto the City of Evanston, a municipal
corporation, in the sum of TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, for the payment whereof to the City of Evanston, the
principal and said sureties bind themselves, their heirs, executors, administrators, and assigns jointly and severally firmly by these

WHEREAS the above named principal has been granted a license as an alcoholic liquor dealer by the Liquor Control
Commissioner of the City of Evanston under the provision of the Title 3, Chapter 4, relating to the Sale of Alcoholic Liquor, of the
Municipal Code of the City of Evanston, recodified August 2012, and amendments thereto, which license will expire on the 1st

NOW, THEREOF, the Condition of the foregoing obligation is such that if the said principal, his agents and employees, shall
comply with all the provisions of Title 3, Chapter 4, of the Municipal Code of the City of Evanston hereinbefore described, and any and
all other ordinances of the City of Evanston relating to the operation of the business of Alcoholic Liquor, as defined in said ordinance;
and if said principal, his agents or employees shall not violate said ordinance or any ordinances, rules or regulations now in force or
which may hereafter be in force in the City of Evanston affecting the operation of said business, then this obligation shall be void;
otherwise it shall remain in full force and effect.
Surety Bond #: IL5312637

PRINCIPAL

Signed, sealed, and dated this 20th DAY OF August 2020.

By: [Signature]

Title: [Title]

State of Illinois

County of COOK

SURETIES

Signed, sealed, and dated this 19th DAY OF August 2020.

By: [Signature]

Title: William Warner Jr., Attorney-in-Fact

State of Iowa

County of Dallas

By: [Signature]

Title: [Title]

State of [State]

County of [County]

ACKNOWLEDGEMENT OF CORPORATE SURETY

The foregoing instrument was acknowledged before me by William Warner Jr., Attorney-in-Fact this 19th day of August 2020.

Notary Signature: Polly Mason

Commission Number: 750576
My Commission Expires January 07, 2023
Congratulations! You have completed your REG-1, Illinois Business Registration Application. Allow 2 to 3 business days for your application to be processed by the department. After your application is processed, we will send an email confirmation. You will also receive additional documentation by U.S. Postal Service in 7 to 10 days regarding your registered taxes.

Your confirmation number is **0-258-576-864**.

Your confirmation code to retrieve your submitted request is **4rdjqt**.

Submitted on: 8/20/2020 12:12:34 PM (Central Time)
Request type: REG-1 New Business

Use the “Print/Save a Copy of your Request” button to print a paper copy of your completed REG-1 application.

You may print this page for your records. This confirmation screen will not be accessible once you navigate away from this page. However, the Department will maintain a record of this request.

If you have questions, please visit our website at tax.illinois.gov or call us at 217 785-3707. Reference the confirmation number provided above.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 8/28/2020

**THIS CERTIFICATE** is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(andes) must have additional insured provisions or be endorsed.

**If subrogation is waived,** subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**INSURED:**

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<tr>
<th>INSURER</th>
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**INSURER AFFORDING COVERAGE**

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**PRODUCER:**

TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

**CERTIFICATE NUMBER:** 2127658561

**REVISION NUMBER:**

**THIS IS TO CERTIFY** that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**INSTITUTE LTR** | **TYPE OF INSURANCE** | **ADDED INSURER W/ V** | **POLICY NUMBER** | **POLICY EFF (MM/DD/YYYY)** | **POLICY EXP (MM/DD/YYYY)** | **LIMITS** |
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<td>B</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
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**WORKERS COMPENSATION**

**AND EMPLOYERS’ LIABILITY**

<table>
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<tr>
<th>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</th>
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<td>Y / N</td>
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If yes, describe under DESCRIPTION OF OPERATIONS below

**EXCESS LIABILITY**

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<tr>
<th>OCCUR</th>
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**DEED**

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<th>RETENTION $</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Operation of wine boutique with sale of wine & miscellaneous tastings at 2120 Central Street, Evanston, IL 60201.

City of Evanston is an additional insured with respect to General Liability and Liquor Liability pursuant to City of Evanston Code 3-4-4.

**CERTIFICATE HOLDER**

City of Evanston
2100 Ridge Avenue
Evanston IL 60201

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE**

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
AN ORDINANCE

Amending City Code Section 3-4-6(D) to Decrease the Number of Class D Liquor Licenses from Sixty to Fifty-Nine
(Furious Spoon Evanston Maple Avenue, Inc. d/b/a Furious Spoon 1700 Maple Avenue)

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Class D of Table 1, Section 3-4-6(D) of the Evanston City Code of 2012, as amended, is hereby further amended and revised as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Type</th>
<th>Consume on site</th>
<th>Consume off site</th>
<th>Initial Fees</th>
<th>Renew Fees</th>
<th>Licenses</th>
<th>Location Limit</th>
<th>Permitted Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Restaurant</td>
<td>None</td>
<td>None</td>
<td>$2,800</td>
<td>$2,800</td>
<td>60</td>
<td>None</td>
<td>11 a.m.—1 a.m. (Mon-Thurs); 11 a.m. – 2 a.m. (Fri-Sat); 12 p.m. – 1 a.m. (Sun)</td>
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</table>

SECTION 2: Subsection 3-4-6(D) of the Evanston City Code of 2012, as amended, is hereby further amended by decreasing the number of Class D liquor licenses from sixty (60) to fifty-nine (59) to read as follows:

(D) CLASS D licenses, which shall authorize the retail sale in restaurants only of alcoholic liquor for consumption on the premises where sold. No such license may be granted to or retained by an establishment in which the facilities for food preparation and service are not primarily those of a "restaurant", as defined in 3-4-1 of this Chapter. Alcoholic liquor may be sold in restaurants holding Class D licenses only during the period when their patrons are offered a complete meal.

The applicant for the renewal only of such licenses may elect to pay the amount required herein semiannually or annually. Such election shall be made at the time of application.
The annual single-payment fee for initial issuance or renewal of such license shall be two thousand eight hundred dollars ($2,800.00).

The total fee required hereunder for renewal applicants electing to make semiannual payments, payable pursuant to the provisions of Section 3-4-7 of this Chapter, shall be two thousand nine hundred forty dollars ($2,940.00).

No more than sixty-nine (69) such license(s) shall be in force at any one (1) time.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: ________________, 2020
Adopted: ________________, 2020

______________________________, 2020

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

______________________________
Kelley Gandurski, Corporation Counsel

~2~