



**CITY OF MILWAUKEE
OFFICE OF THE CITY CLERK**

Tuesday, April 15, 2025

COMMITTEE MEETING NOTICE


AD 05

RILLEY, Derrick A, Agent
THE LUNCHROOM LLC
3062 N 54TH ST
Milwaukee, WI 53210

You are requested to attend a hearing which is to be held in Room 301-B, Third Floor, City Hall or you may attend virtually using the link below.

Tuesday, April 29, 2025 at 11:30 AM

The access code is <https://meet.goto.com/329456501>. Please see the enclosed best practices document for further instructions.

Regarding: Your Class B Tavern, Public Entertainment Premises and Food Dealer  Licenses Renewal Application with Change of Agent, Age Limit 30&Up and Change of Hours From 10:30AM - 1:30AM Mon-Sat To 10AM - 11PM Sun-Mon as agent for "The Lunchroom LLC" for "The Lunchroom" at 8000 W Capitol DR.

There is a possibility that your application may be denied for one or more of the following reasons: The recommendation of the committee regarding the application shall be based on evidence presented at the hearing. Per MCO 85-2.7-4, probative evidence concerning whether or not a new license should be granted may be presented on the following subjects: whether or not the applicant meets the municipal requirements, the appropriateness of the location and premises where the licensed premises is to be located and whether use of the premises for the purposes or activities permitted by the license would tend to facilitate a public or private nuisance or create undesirable neighborhood problems such as disorderly patrons, unreasonably loud noise, litter, and excessive traffic and parking congestion. Probative evidence relating to these matters may be taken from the plan of operation submitted with the license application, if any, but shall not include the content of any music. Evidence regarding the fitness of the location of the premises to be maintained as the principal place of business, including but not limited to whether there is an overconcentration of businesses of the type for which the license is sought; whether the proposal is consistent with any pertinent neighborhood business or development plans, or the location's proximity to areas where children are typically present. The applicant's record in operating similarly licensed premises; and whether or not the applicant has been charged with or convicted of any felony, misdemeanor, municipal offense or other offense, the circumstances of which substantially relate to the activity to be permitted by the license being applied for or any other factor which reasonably relates to the public health, safety or welfare may also be considered. See attached police report or correspondence.

**Notice for applicants with
warrants or unpaid fines:**

Proof of warrant satisfaction or payment of fines must be submitted at the hearing on the above date and time. Failure to comply with this requirement may result in a delay of the granting/denial of your application.

Failure to appear at this meeting may result in the denial of your license. Individual applicants must appear only in person or by an attorney. Corporate or Limited Liability applicants must appear only by the agent designated on the application or by an attorney. Partnership applicants must appear by a partner listed on the application or by an attorney. If you wish to do so and at your own expense, you may be accompanied by an attorney of your choosing to represent you at this hearing. You will be given an opportunity to speak on behalf of the application and to respond and challenge any charges or reasons given for the denial. No petitions can be accepted by the committee, unless the people who signed the petition are present at the committee hearing and willing to testify. You may present witnesses under oath and you may also confront and cross-examine opposing witnesses under oath. If you have difficulty with the English language, you should bring an interpreter with you, at your expense, so that you can answer questions and participate in your hearing.

You may examine the application file at this office during regular business hours prior to the hearing date. Inquiries regarding this matter may be directed to the person whose signature appears below.

Limited parking for persons attending meetings during normal business hours is available at reduced rates (5 hour limit) at the Milwaukee Center on the southwest corner of Kilbourn Avenue and Water Street. You must present a copy of the meeting notice to the parking cashier.

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Council Services Division ADA Coordinator at (414) 286-2998, Fax - (414) 286-3456, TDD - (414) 286-2025.

JIM OWCZARSKI, CITY CLERK

BY: _____

Jim Cooney
License Division Manager

If you have questions regarding this notice, please contact the License Division at (414) 286-2238.

200 E. Wells Street, Room 105, City Hall, Milwaukee, WI 53202. www.milwaukee.gov/license
Phone: (414) 286-2238 Fax: (414) 286-3057 Email Address: License@milwaukee.gov

Cox, Andrew

From: Cooney, Jim
Sent: Tuesday, March 11, 2025 9:55 AM
To: Cox, Andrew
Cc: Lopez, Faviola; Milano, Marissa
Subject: FW: 8000 W Capitol Dr.

Please add

From: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>
Sent: Tuesday, March 11, 2025 9:25 AM
To: Cooney, Jim <Jim.Cooney@milwaukee.gov>
Cc: Peterson, Todd <Todd.Peterson@milwaukee.gov>
Subject: Fw: 8000 W Capitol Dr.

Lamont Westmoreland

5th District Alderman

Milwaukee Common Council
200 East Wells Street, Room 205
Milwaukee, WI 53202
P: 414-286-3870
E: Lamont.Westmoreland@milwaukee.gov



<https://city.milwaukee.gov>
<https://twitter.com/cityofmilwaukee>
www.facebook.com/aldermanlamontwestmoreland

From: Wilson III, William <wwilso@milwaukee.gov>
Sent: Tuesday, March 11, 2025 9:21:17 AM
To: Peterson, Todd <Todd.Peterson@milwaukee.gov>; Velasquez, Guadalupe <gvelas@milwaukee.gov>
Cc: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>
Subject: Re: 8000 W Capitol Dr.

The tavern car responded already. They claim Mr. Riley has been the manager at the Lunchroom for the past year and was usually there when they conducted their tavern checks.

Captain William Wilson
Milwaukee Police Department
District 7

From: Wilson III, William <wwilso@milwaukee.gov>
Sent: Tuesday, March 11, 2025 9:06 AM
To: Peterson, Todd <Todd.Peterson@milwaukee.gov>; Velasquez, Guadalupe <gvelas@milwaukee.gov>
Cc: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>
Subject: Re: 8000 W Capitol Dr.

Let me check with the officers, give me a day or two.

Captain William Wilson
Milwaukee Police Department
District 7
414-935-7270

From: Peterson, Todd <Todd.Peterson@milwaukee.gov>
Sent: Tuesday, March 11, 2025 9:00 AM
To: Wilson III, William <wwilso@milwaukee.gov>; Velasquez, Guadalupe <gvelas@milwaukee.gov>
Cc: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>
Subject: 8000 W Capitol Dr.

Good morning! Derek Riley (Riley) has applied to License Division to be the operator at this establishment replacing Krystal Rouse.

We are wondering if there is any record of the gentleman being present at the establishment, either as a licensed bar manager or during any encounter that MPD would have had?

Thank you for any information you might have. This item will be heard on April 8th.
Take care

Todd G. Peterson
Legislative Assistant
Lamont Westmoreland, 5th District Alderman
414-286-3870 phone
aide5@milwaukee.gov

Collins, Rolanda

From: Cooney, Jim
Sent: Monday, February 3, 2025 1:54 PM
To: Collins, Rolanda
Cc: Lopez, Faviola; Milano, Marissa
Subject: FW: 8000 W Capitol Dr

Can you add this?

From: Peterson, Todd <Todd.Peterson@milwaukee.gov>
Sent: Monday, February 3, 2025 10:13 AM
To: Roby, Stephon <srroby@milwaukee.gov>
Cc: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>; D7 CLO/CPU <d7clocpu@milw.onmicrosoft.com>; Motiff, Taylor <tmotif@milwaukee.gov>; Schwarzhuber, Justin R <jrschw@milwaukee.gov>; Velasquez, Guadalupe <gvelas@milwaukee.gov>; Cooney, Jim <Jim.Cooney@milwaukee.gov>
Subject: RE: 8000 W Capitol Dr

Good morning! Thank you for the quick reply!

Neither Alderman Westmoreland or the License Division has granted a provisional.
Have a great day.

Mr. Cooney, please add to the file.
Todd

From: Roby, Stephon <srroby@milwaukee.gov>
Sent: Monday, February 3, 2025 9:59 AM
To: Peterson, Todd <Todd.Peterson@milwaukee.gov>
Cc: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>; D7 CLO/CPU <d7clocpu@milw.onmicrosoft.com>; Motiff, Taylor <tmotif@milwaukee.gov>; Schwarzhuber, Justin R <jrschw@milwaukee.gov>; Velasquez, Guadalupe <gvelas@milwaukee.gov>
Subject: Re: 8000 W Capitol Dr

Good morning, a citation for public entertainment will likely be issued to the manager of the Lunchroom. I was briefed by the officers last night, and they informed me that Lunchroom wasn't servicing alcohol, but they did allow patrons to enter the establishment to play pool and watch the boxing fight on their television screens. Based on that, I believe that would be a violation of Public Entertainment. I go back in to work tomorrow night, so I will have details regarding the citation tomorrow.

Just out of curiosity, are you aware of any provisional licensing being issued or if any renewal applications has even been filed? The officers told me that the manger said something about having a license to be opened starting today, but I have not seen anything from our licensing software. I haven't even seen a renewal application filed for this year.

Respectfully submitted,
P.O. Stephon ROBY
District Seven, Late Power Shift's Tavern Car

From: Peterson, Todd <Todd.Peterson@milwaukee.gov>
Sent: Monday, February 3, 2025 9:23 AM
To: Roby, Stephon <srroby@milwaukee.gov>
Cc: Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>
Subject: 8000 W Capitol Dr

Good morning! Alderman Westmoreland was apprised of activity at the Lunchroom last night. Their license has expired.

Please might you know if a citation will be written?

Thank you

Todd G. Peterson
Legislative Assistant
Lamont Westmoreland, 5th District Alderman
414-286-3870 phone
aide5@milwaukee.gov

Roman, Carmen

From: Cooney, Jim
Sent: Wednesday, January 8, 2025 10:07 AM
To: Roman, Carmen
Cc: Lopez, Faviola; Milano, Marissa
Subject: FW: Lunchroom Renewal
Attachments: RIF Award Letter - 8000 W Capitol Dr.pdf

Please add

From: Kryctal Rouse <kryctalrouse@gmail.com>
Sent: Thursday, December 26, 2024 5:51 PM
To: Cooney, Jim <Jim.Cooney@milwaukee.gov>
Subject: Re: Lunchroom Renewal

I'm so sick of people doing stuff to interfere with my mental. I'm battling cancer and trying to stay a float. I was in the middle of getting my kitchen done and being fully operational when I suddenly feel ill. I received a grant and lost out on it. \$35,000 grant to finish the kitchen. I don't know what I want to do now, because I can't afford the kitchen repairs. I'm sad, disappointed and discouraged I don't know what else I can do

On Dec 26, 2024, at 3:20 PM, Cooney, Jim <Jim.Cooney@milwaukee.gov> wrote:

Good afternoon,

We received an anonymous call that the business has been sold. I also see that we haven't received a renewal yet. I'm reaching out to confirm if you are still the agent and owner and if you need a renewal application resent.

Jim Cooney
License Division Manager
City Clerk-License Division
200 E Wells St #105
414-286-2238
www.milwaukee.gov/license
[Take our Survey!](#)

<image001.jpg>

The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements.



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Lafayette L. Crump
Commissioner

Vanessa L. Koster
Deputy Commissioner

July 26, 2023

Kryetal Rouse
8000 W Capitol Dr
Milwaukee, WI 53222

Dear Kryetal Rouse:

This letter is notification that on July 27, 2023, the Department of City Development (DCD) conditionally approved your application for a Retail Investment Fund (RIF) Grant for 8000 W Capitol Dr. The grant awarded is conditionally approved for \$35,000.00. These funds will reimburse purchases for The Lunchroom including start-up inventory, furniture, fixtures, equipment, buildout costs, and architecture and engineering fees. Actual expenditures for the project must total at least \$175,000.00 to receive the full award.

Your grant contract expires April 27, 2024. With a project cost decrease, the award amount may decrease. If the project cost increases, the award amount will not increase. All project costs must be incurred seven (7) full time jobs or its equivalent in a combination of full and part time jobs must be created before the reimbursement request can be processed. Jobs counted towards reimbursement must be held by City of Milwaukee Residents for a minimum of 45 days.

Please be aware that your project must adhere to the following guidelines. The DCD reserves the right to refuse reimbursement in whole or in part for work or expenditures that:

1. Do not conform to program guidelines. All contractors must comply with Federal labor Standards.
2. Do not conform to the proposal(s) submitted with your application.
3. Are not commensurate with the workmanship and costs customary to the industry.
4. Are not completed within nine (9) months of grant approval.
5. Do not conform with designs presented to the DCD staff.
6. Do not meet City permitting and/or licensing requirements. ***Please note that your grant award does not curtail or supersede plan examination and permitting procedures. Plan examiners ultimately decide if your project meets City code and zoning ordinances. All grant recipients must ensure that all appropriate permits have been pulled for their projects and that the final work on the project is up to code. ***

Specific requirements for your project include:

1. All work must comply with documentation approved by the Department of City Development.
2. Contractors cannot be changed unless approved by Facade Grant Staff.
3. Any building sold within three (3) years of the date of this letter will require a repayment of all or a portion of the grant amount as a condition of the sale. The amount will depend on the amount of time the building is held after receiving the grant. A lien will be placed on the property as part of the awarding of the grant and will be removed after three years.

Reimbursement payment processing may require up to 30 days after approval of the following documentation:

1. Copies of all paid invoices, cancelled checks, credit card statements and/or bank statements for all of the purchases related to the grant. The invoices must be marked paid, signed, and dated by the contractors. Cash payments are not accepted. Additional information may be required for verification of payments.
2. Lien waivers cannot be substituted for canceled checks or bank statements.



Kryetal Rouse
July 26, 2023
Page 2

3. Color photographs of completed project.
4. Verification of employment for each new hire.

Any changes to the nine (9) month regulation must be approved in writing by DCD. Additionally, if your project is not completed within the specified time, you must submit a written extension request or your grant will be subject to cancellation.

There is a space at the bottom of this letter for your signature. Please sign to acknowledge your agreement with the terms specified in this approval letter.

Should you have any questions regarding this matter, please contact Sally Svetic at (414) 286-0739.

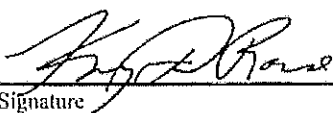
Sincerely,

Vanessa L. Koster
Deputy Commissioner

Enclosures
c: Ald. Westmoreland

CHECKLIST OF WORK TO BE COMPLETED

Eligible Work and/or Expenses	Vendors
Equipment (Hood, Coolers, Grills, Freezers, Drink Dispensers)	BP Auctions Warehouse; Culinary Depot; Margarita Man
Equipment Installation	Walters Sheet Metal corporation
Furniture	Restaurant Furniture; One Point Partitions
Start-Up Inventory	Restaurant Depot;
Kitchen Renovation	Ruben Hernandez
New Entry Door	Door Closers USA


Signature

08/07/2023

Date

Kryetal Rouse
Print Name

Because demand for City commercial grants is very high, grant recipients are required to sign and return this grant award letter within 15 business days of the date on the letter. If we do not receive a signed grant letter emailed or postmarked within 15 business days, you will be out of compliance with the rules of the grant program, and the grant award will be cancelled.

Cox, Andrew

From: Cooney, Jim
Sent: Tuesday, July 2, 2024 1:27 PM
To: Cox, Andrew
Cc: Martin, Faviola; Milano, Marissa
Subject: FW: 8000 W Capitol Dr.
Attachments: VideoCapture_20240702-114451.jpg

Please add.

From: Peterson, Todd <Todd.Peterson@milwaukee.gov>
Sent: Tuesday, July 2, 2024 11:51 AM
To: Lyons, Kimberly <KLYONS@milwaukee.gov>
Cc: Wilson III, William <wwilso@milwaukee.gov>; Velasquez, Guadalupe <gvelas@milwaukee.gov>; Westmoreland, Lamont <Lamont.Westmoreland@milwaukee.gov>; Cooney, Jim <Jim.Cooney@milwaukee.gov>
Subject: 8000 W Capitol Dr.

Good morning to all! Please see screen shot of the Lunchroom.

The tables and chairs are placed outside at night and then brought inside at close. This is a violation of their plan of operation.

Please can you update the Alderman and me by early next week as to the disposition of this request?
Thanks

Todd G. Peterson
Legislative Assistant
Lamont Westmoreland, 5th District Alderman
414-286-3870 phone
aide5@milwaukee.gov



MILWAUKEE POLICE DEPARTMENT

LICENSING

CRIMINAL RECORD/ORDINANCE VIOLATION/INCIDENTS SYNOPSIS

DATE: 04/01/25

LICENSE TYPE: Class B Tavern

NEW: ☐

RENEWAL: ☒

No. 376451

Application Date:

License Location: 8000 W Capitol Dr

Business Name: The Lunchroom

Licensee/Applicant: Riley, Derrick A
(Last Name, First Name, MI)

Date of Birth: 05/21/80

Home Address: 10242 W Fountain Av #1201

City: Milwaukee

State: WI **Zip Code:** 53224

Home Phone:

This report is written by Police Officer Monreal, assigned to the License Investigation Unit, Days.

The Milwaukee Police Department's investigation regarding this application revealed the following:

1. The owner, has the following warrant with Milwaukee Municipal Court.

23030720

PEP License Required

*****warrant status*****

MILWAUKEE POLICE DEPARTMENT

LICENSING

CRIMINAL RECORD/ORDINANCE VIOLATION/INCIDENTS SYNOPSIS

DATE: 04/01/25

LICENSE TYPE: Class B Tavern

NEW: ☐RENEWAL: ☒

No. 376451

Application Date:

License Location: 8000 W Capitol Dr

Business Name: The Lunchroom

Licensee/Applicant: ROUSE, Kryctal S
(Last Name, First Name, MI)

Date of Birth: 09/18/1983

Home Address: 3062 N 54th St

City: Milwaukee

State: WI Zip Code: 53209

Home Phone:

This report is written by Police Officer Monreal, assigned to the License Investigation Unit, Days.

The Milwaukee Police Department's investigation regarding this application revealed the following:

1. The applicant has the following past due fines owed to Milwaukee Municipal Court:

18020589	Operate after Suspended Registration
18020560	Operate Motor vehicle w/o Insurance

WARRANT ISSUED
WARRANT ISSUED

=====

- On 08/12/23 at 8:31p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr. This was in regards to a flyer posted regarding a party at the location. The agent was on scene and stated they had no idea what the flyer was in regards to and had not authorized anyone to have a party there. The agent was advised they do not have a Public Entertainment Premise License to host such an event. The agent stated they were aware and had not intention of hosting any events.
- On 09/22/23 at 8:25p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr. On arrival officers observed a pool table and video entertainment machines, as well as music played from the television. Officers interviewed the manager on scene and advised them of complaints regarding the business operating without a Public Entertainment Premise License. The manager stated they had applied for it and were waiting to receive it. The officer

advised the manager they could only utilize the pool table if it was not for profit. The manager stated they would open up the side or shut it down.

Charge: Public Entertainment Premises License Req

Finding:

Sentence: ***warrant status***

Date:

Case: 23030720

4. On 09/29/23 at 9:43p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr. Officers interviewed an employee who was identified as acting manager while the agent is out of town. The employee stated they are in the process of re-branding in order to attract an older crowd. The employee further stated they wish to work with the License Division in order to be in compliance with all of the ordinances.

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5. The applicant has a warrant for Item #3

=====

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6. The applicant has a warrant for Item #3

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7. On 02/17/24, Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr. No violations were found.
8. On 04/12/24 at 8:00a.m., the Agent for 8000 W. Capitol Dr., contacted Milwaukee Police to request Police Presence at a repast for a deceased employee, in fear the event would not be peaceful. Officers responded to the location, however, were greeted with hostility from the mourners. The officers contacted the Agent to advise of the situation, to which they stated they didn't know the person claiming to be the manager and did not give permission for the repast to be held at their establishment. The agent arrived on scene and requested the officers assist in escorting people out, however, a fight broke out and additional squads had to be called to the scene. The agent stated they will close the bar until they hire a new manager and would contact police when that is complete.
9. On 05/14/24 at 9p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol. Officers were met by a subject who stated they were the new manager and were not currently open for business. The subject stated they had not created a staffing or security plan yet, and were only cleaning and decorating.
10. On 09/06/24 at 7p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol, due to complaints the business was conducting Sidewalk Dining Operations. Officers did not observe any tables outside, however, contacted the Agent regarding the complaint. The Agent stated they recently hired a new manager and they would contact them to make sure they are operating within the License.
11. On 10/03/24 at 11:00p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr. No violations were found.
12. On 01/03/25 at 9:02p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr. No violations were found.

13. On 01/19/25 at 8:18p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr., regarding an anonymous complaint the business was operating without a License (expired 01/17/25). Officers found the door locked, however, the lights and tv's were on. Officers were allowed in by the manager after knocking and observed 4 subjects inside. The manager stated they were aware the License expired and were not operating. The manager stated the subjects were there to assist. The manager showed officers video surveillance from 5:00p.m., which did not depict any serving of alcohol and did not appear the business was operating as a tavern.
14. On 02/02/25 at 8:36p.m., Milwaukee Police conducted a License Premise Check at 8000 W. Capitol Dr., due to a complaint the business was operating without a License. Officers observed approximately 15 patrons, playing pool and socializing. The manager stated their License is going into effect 02/03/25 and the subjects were only there to watch a boxing match and participate in a pool league. Officers did appear a subject behind the bar, however, did not observe any patrons with any food or drink, only a few empty cups on the bar unattended.

=====

Items 7-14 added as Previous Premise

COMMERCIAL LEASE AGREEMENT

THIS LEASE is made as of this ____ day of February 2022 by and between **14 7119 LLC**, a Wisconsin Limited Liability Company (Hereinafter referred to as "the Landlord") and **The Lunchroom LLC** (Hereinafter referred to as "the Tenant").

WITNESSETH:

In consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, the Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby hire and take from the Landlord the Leased Premises described below, together with the non-exclusive right of ingress and egress and parking of motor vehicles by the Tenant and its employees, customers and invitees over the parking areas located on the Property.

SECTION 1: LEASED PREMISES, PROPERTY, COMMON AREAS.

1. **LEASED PREMISES.** The Leased Premises shall be the rental unit(s) identified in Paragraph 1 of the Lease Addendum.
2. **PROPERTY.** The Property shall be all of the land and buildings located at 8000 West Capitol Drive, in the City of Milwaukee, Milwaukee County, State of Wisconsin, which is more particularly described in the attached **Exhibit A**.
3. **COMMON AREAS.** The Common Areas of the Property shall include all areas not otherwise reserved for the exclusive use of individual tenants, including, but not limited to: private sidewalks, driveways, parking areas, entranceways and vestibules, landscaped areas, hallways, stairways, bathrooms accessible by more than one tenant, and any mechanical rooms and storage rooms in the buildings located on the Property.

SECTION 2: TERM OF LEASE.

1. **TERM.** The term of this Lease (Hereinafter referred to as the "Term") shall be as defined in Paragraph 2 of the Lease Addendum, unless sooner terminated in accordance with this Lease.

SECTION 3: RENT.

1. **RENT.** From and after the Commencement Date, the Tenant agrees to pay to the Landlord, on a monthly basis, Rent in the amount(s) set forth in Paragraph 3 of the Lease Addendum.
2. **PAYMENT OF RENT.** All installment of Rent shall be payable in advance, in successive monthly installments, on or before the first business day of each calendar month, in accordance with Paragraph 3 of the Lease Addendum and the following:
 - a. **PAYMENT ADDRESS:** The Rent and all other sums payable by the Tenant hereunder shall be paid to the Landlord at the address listed in Paragraph 7 of the Lease Addendum
 - b. **LATE PAYMENTS.** The Tenant acknowledges that late payments of Rent involve additional costs to the Landlord for collection and bookkeeping. The Tenant therefore agrees that if the Tenant shall fail to pay any monthly installment of Rent when said installment payment is due, then the Tenant shall pay upon demand, a late charge equal to One Hundred Dollars (\$100.00). For the purposes of this paragraph, Rent and all other amounts due under this Lease shall be considered to have been received by the Landlord as of the date post-marked, if mailed via first class U.S. Mail, or as of the date actually received if delivered in person. If Tenant fails to pay such delinquent installment of Rent and any accrued late charge thereon within 30 days, then the total outstanding balance due

shall bear interest at the Default Interest Rate (as is hereinafter defined) until the total of all said delinquent installments of Rent, accrued late charges and accrued interest have been paid in full. The foregoing provision for the payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by the Tenant hereunder, or to relieve the Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by the Landlord of such late charge shall be construed as a cure of the Tenant's default in the payment of Rent.

- c. **RETURNED/DISHONORED CHECKS.** The Tenant hereby acknowledges and agrees that if any check given by the Tenant for the payment of Rent or any other amount due to Landlord is not honored by the bank upon which it is drawn, for any reason, then the Landlord shall incur additional costs for collection and bookkeeping, and the Tenant therefore agrees to pay to the Landlord, upon demand, the sum of One Hundred Dollars (\$100.00) for each such occurrence, in addition to any and all other charges and amounts due, including, but not limited to any applicable late charge.
- d. **NET RETURN.** It is intended hereby that all Rent payable under the terms of this Lease shall be an absolute net return to the Landlord for the Lease Term, free from any expenses, charges, offsets, or deductions by reason of any obligation of the Landlord or any other reason. Rent shall be prorated on a thirty (30) day basis for any partial month during the Term of this Lease.
- e. **APPLICATION OF PAYMENTS.** All payments received by the Landlord shall be applied first toward any delinquent Rent, then to accrued late charges and accrued interest, and then to the Tenant's current Rent obligations.

SECTION 4. SECURITY DEPOSIT.

- 1. The Tenant shall pay to the Landlord a Security Deposit in the amount stated in Paragraph 4 of the Lease Addendum. The Security Deposit shall be refunded to the Tenant no later than 21 days after the Termination Date, so long as the Tenant is not in default under this Lease, all Rent and other payments required under this lease have been paid, and the Leased Premises is returned to the Landlord in the condition it was delivered on the Commencement Date of this Lease, normal wear and tear excepted. Should the Tenant fail to carry out or perform any of the terms and provisions contained in this Lease, the Landlord may, at its option, and in addition to any other rights or remedies the Landlord may have at law or in equity, apply the Security Deposit or any part thereof for the purpose of remedying such default, in which case the original amount of such Security Deposit shall be promptly replenished by the Tenant within 10 days of Tenant's receipt of a written demand for reimbursement from the Landlord. In no event, however, may the Tenant require the Landlord to apply such Security Deposit or any part thereof for rent past due or to accrue hereunder. Such Security Deposit shall not be deemed to be trust funds and may be commingled with other funds of the Landlord without any interest thereon being payable to the Tenant. The relationship between the Landlord and the Tenant with respect to such Security Deposit shall be as debtor and creditor only, subject only to the provisions of this Lease.

SECTION 5. TAXES.

- 1. **PROPERTY TAXES.** Landlord shall be responsible for paying all taxes and assessments that may be levied or assessed against the Property by any lawful authority for each calendar year or partial calendar year during the Term of this Lease (Hereinafter referred to as "Property Taxes").
- 2. **PERSONAL PROPERTY TAXES.** Tenant shall be responsible for paying all personal property taxes that may be levied or assessed against the personal property of the Tenant located on the Leased Premises by any lawful authority for each calendar year or partial calendar year during the Term of this Lease (Hereinafter referred to as "Personal Property Taxes").

SECTION 6. USE OF THE LEASED PREMISES.

1. **APPROVED USE.** The Tenant shall use the Leased Premises only for the purpose identified in Paragraph 5 of the Lease Addendum, hereinafter referred to as the "Approved Use").
 - a. The Tenant shall use the Leased Premises for no purpose other than the Approved Use without the written consent of the Landlord which shall not be unreasonably withheld.
 - b. The Tenant shall not commit or allow to be committed upon the Leased Premises any waste or public or private nuisance, or any other act or thing that disturbs, annoys or interferes with the rights of any other tenants or occupants of the Property. The Tenant shall not cause or permit any odors or fumes to emanate from the Leased Premises which the Landlord, in its sole discretion, shall consider to be objectionable. No auction, fire, bankruptcy, liquidation, sidewalk or any similar type of sale shall be conducted on the Leased Premises without Landlord's written consent. The Tenant shall not obstruct any sidewalks that may be located on or adjacent to the Property.
 - c. Tenant's use of the Leased Premises shall be in full compliance with any and all laws, ordinances, codes, rules and regulations of any and all public authorities having jurisdiction over the Leased Premises, or over the business conducted by the Tenant thereon, specifically including, but not limited to the Americans with Disabilities Act of 1990, as amended. The Tenant shall, at its own cost and expense, comply promptly and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city governments and of any and all other governmental authorities or agencies affecting the Leased Premises or Tenant's use thereof. The Tenant expressly acknowledges that it shall be the sole responsibility of the Tenant to secure all necessary and appropriate permits, licenses and approvals from all governmental authorities having jurisdiction over the Tenant's Approved Use of the Leased Premises or over the business conducted by the Tenant thereon.
 - d. **ENVIRONMENTAL.** The Tenant shall, during the entire term of this Lease, comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common-law requirements, which relate to the discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters that are or may come into existence during the term of this lease. All of the foregoing laws, regulations and requirements are hereinafter referred to collectively as "Environmental Laws". The Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Environmental Permits") and make all applicable filings required under the Environmental Laws that may be required to operate Tenant's business on the Leased Premises. The Environmental Permits and required filings shall be made available for inspection and copying by the Landlord at the Tenant's offices upon reasonable notice and during normal business hours.
 - i. The Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Leased Premises except for such quantities of such substances as may be necessary in the ordinary course of the Tenant's business provided that the Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Leased Premises or the Property, and the Tenant shall give the Landlord written notice of the identity of such substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance by the Tenant, then the actual costs thereof shall be reimbursed by the Tenant to the Landlord upon demand if such requirement applies to the Leased

Premises. In addition, the Tenant shall execute affidavits, representations and the like from time to time at the Landlord's request concerning the Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Leased Premises.

- ii. The Tenant hereby agrees to indemnify and hold the Landlord harmless from any liability, claim or injury, including court costs and reasonable attorney fees, as well as the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by the Tenant, its agents or employees on, under or about the Leased Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the Tenant's occupancy and use of the Leased Premises or the operation of the Tenant's business on the Leased Premises during the Term of this Lease. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.
- e. **GARBAGE REMOVAL/RECYCLING.** The Tenant shall keep the Leased Premises in a clean, and tenable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Leased Premises, the Property, or the Common Areas. The Landlord shall designate areas on the Property for placement of dumpsters for the Tenant's waste disposal. The Tenant shall use such dumpsters and areas as the Landlord shall designate for such purposes. The Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash into such categories as provided by law (hereinafter referred to collectively as "Recycling Laws"). Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles as specified by the Landlord or its agents. The Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on the Landlord or the Tenant by reason of the Tenant's failure to comply with the provisions of this paragraph, and at the Tenant's sole cost and expense, shall indemnify, defend, and hold the Landlord harmless of, from and against any and all actions, claims, and suits arising from such noncompliance, including court costs and reasonable attorney fees, utilizing counsel reasonably satisfactory to the Landlord.
- f. **RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations, and any amendments thereto, that the Landlord may adopt from time to time for the general safety, comfort and convenience of the Landlord, the Tenant and other occupants of the Property, including rules and regulations governing Tenant's use of the parking lot and all other Common Areas on the Property. All such rules and regulations adopted by the Landlord, and any amendments thereto are hereby incorporated into this Lease by reference.
- g. **PARKING AREAS AND COMMON AREAS.** Overnight parking of vehicles on the Property is prohibited. Any vehicle parked on the Property overnight may be ticketed and/or towed at the vehicle owner's expense. Landlord reserves the right to close any portion of the Parking Area and/or Common Areas to such extent as may, in Landlord's sole discretion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction over the Parking Area and Common Areas. Tenant shall not cause or allow the storage of any materials, equipment or other personal property outside of the Leased Premises, in any of the Common Areas, or in the Parking Areas. Landlord reserves the right to reduce, increase, enclose, or otherwise change the size, number, lay-out and nature of the Parking Areas and Common Areas, to construct additional buildings and stories, to create additional rentable areas through the use and/or enclosure of Common Areas and Parking Areas, to close portions of the Common Areas and Parking Areas for maintenance, repair and/or replacement, to place signs in the Common Areas and Parking Areas and on the Buildings located on the Property, to change the name or address of the Property and to change the nature of the use of any portion of the Property, provided that none of the foregoing

changes and/or restrictions would unreasonably and adversely affect the Tenant's business operations on the Leased Premises.

SECTION 7: CONDITION OF PREMISES AND ALTERATIONS BY THE TENANT.

1. **AS IS, WHERE IS, WITH ALL FAULTS CONDITION.** The Tenant acknowledges that the Tenant has inspected the Leased Premises, knows the condition thereof and is leasing the Leased Premises in its present "as is, where is, with all faults" condition. Except as provided in Paragraph 6 of the Lease Addendum, the Landlord shall not be required to rework, remodel or recondition the Leased Premises in any manner whatsoever for the Tenant's use and occupancy thereof. No warranties or representations are made or have been made by the Landlord or its agents and representatives that are not expressly set forth herein.
2. **ALTERATIONS, ADDITIONS AND CAPITAL IMPROVEMENTS.** Except as provided in Paragraph 6 of the Lease Addendum, the Tenant shall not make any alterations, additions or capital improvements to the Leased Premises without first obtaining the Landlord's written consent, which may be withheld in the Landlord's sole discretion, and delivering to the Landlord the plans and specifications therefore. Any and all alterations, additions, changes or capital improvements to the Leased Premises or any portion thereof, shall be performed by the Tenant at the Tenant's sole cost and expense.
 - a. All such additions, alterations, capital improvements or changes to the Leased Premises shall be done in a good and workmanlike manner in compliance with all building codes and regulations then in effect by contractors holding the appropriate and necessary licenses and permits, and by contractors approved of by the Landlord in writing. Upon completing such additions, alterations, capital improvements or changes, Tenant shall provide the Landlord with copies of the as-built blueprints, plans and specifications therefore.
 - b. The Tenant shall indemnify the Landlord and save the Landlord harmless from and against any and all claims, costs and expenses on account of such additions, alterations, capital improvements or changes to the Leased Premises.
 - c. Tenant agrees and acknowledges that, except as otherwise stated herein, upon the Termination Date of this Lease, the Tenant shall not be entitled to recover any monies expended by the Tenant for such additions, alterations, capital improvements or changes to the Leased Premises, and further agrees and acknowledges that all such additions, alterations, capital improvements or changes to the Leased Premises shall accrue to and be deemed owned by the Landlord.
 - d. The Tenant shall employ only such labor in performing said additions, alterations, improvements or changes to the Leased Premises during the term of this lease as will not cause any conflict or controversy with any labor organization representing the building trades performing work for the Landlord in or about the Leased Premises or the Property.
 - e. Nothing contained in this Section or in any part of this Lease shall be taken or construed to create any agency between the Landlord and the Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Property or Leased Premises or to create any claim or lien upon the interest of the Landlord in the Property or Leased Premises, it being expressly agreed and covenanted that all of the cost and expense of the Tenant for additions, alterations, capital improvements or changes, or any other work undertaken by the Tenant affecting the Property or Leased Premises, shall be promptly paid for by the Tenant as required by the terms of its contracts or agreements with the general contractor and all subcontractors and materialmen. If any lien is at any time filed or recorded as a consequence of the Tenant's work, the Tenant shall, within 30 days of such a filing, either obtain the release and satisfaction of record of such lien or shall indemnify, defend and hold the Landlord harmless of and from the same, including all court costs and reasonable attorney's fees incurred by the Landlord in defending the same.

SECTION 8: REPAIRS AND MAINTENANCE.

1. **TENANT'S OBLIGATIONS.** The Tenant shall at all times during the term of this Lease, at the Tenant's sole cost and expense, keep, maintain, repair or replace, as is necessary, the interior of the Leased Premises, including but not limited to the doors; door checks; the interior surfaces of walls, ceilings and floors; interior and exterior windows and plate glass; HVAC systems and components; electrical systems and components; plumbing lines, fixtures and components; sewer lines (to main sewer lines), plumbing fixtures and components; sprinkler systems; fire suppression and control systems; and all other mechanical equipment located on and/or associated with the Leased Premises. The Tenant shall not defer any repairs or replacements to any portion of the Leased premises by reason of anticipation of the expiration of the term hereof. The surrender of the Leased Premises upon the expiration or termination of this Lease shall not relieve the Tenant of the obligation to pay for all repairs or replacements to the Leased Premises which the Tenant was obligated to perform during the lease Term, which obligations shall survive the expiration or termination of this Lease.
 - a. Tenant agrees and acknowledges that upon the termination of this Lease, the Tenant shall not be entitled to recover any monies expended by the Tenant for any such maintenance, repairs or replacements made to any portion of the Leased Premises and further agrees and acknowledges that, except as otherwise stated herein, all such maintenance, repair or replacements shall accrue to and be deemed owned by the Landlord.
2. **LANDLORD'S OBLIGATIONS.** With the exception of any repairs caused or necessitated as a result of the negligence of the Tenant, its agents, employees or invitees, the Landlord shall be responsible for maintaining, repairing and/or replacing the improvements located on the Property, including the foundation, roof, Common Areas and exterior walls of the buildings located on the Property, as well as the sidewalks, parking lots and driveways located on the Property. Tenant agrees to provide the Landlord with reasonable access to the Leased Premises to perform such repairs, maintenance and/or replacement. To the extent possible and reasonably practicable, Landlord shall conduct such repairs, maintenance and/or replacement in such a manner as to not unreasonably interfere with the Tenant's use of the Leased Premises. The Tenant shall not be entitled to an abatement of rent, and Landlord shall have no liability by reason of any injury to or interference with the Tenant's business when such injury or interference arises out of Landlord's reasonable efforts to make such repairs, maintenance and/or replacement to the Property or Leased Premises. Landlord shall not be liable to Tenant for any failure to make any necessary repairs, maintenance and/or replacement unless such failure shall persist for an unreasonable time after Landlord receives written notice of the need for such repairs, maintenance and/or replacement from the Tenant.
3. **LANDLORD'S RIGHT TO INSPECT AND INSTITUTE REPAIRS.** The Landlord shall have the right to conduct inspections of the Leased Premises upon reasonable notice to the Tenant and during normal business hours for the purposes of determining whether Tenant is performing its obligations under this Lease. If the Landlord determines that the Leased Premises, or any portion thereof that is required to be repaired, maintained and/or replaced by the Tenant, is in need of repairs, maintenance and/or replacement, the Landlord shall provide the Tenant with a written request to undertake or effect such repairs, maintenance and/or replacement within 30 days. If the Tenant fails to undertake or effect such repairs, maintenance and/or replacement within 30 days of receiving said written notice from the Landlord, the Landlord may elect to undertake or effect said repairs, maintenance and/or replacement, in which case, the cost of such repair or maintenance plus an additional 25% thereof, shall be charged to the Tenant as Additional Rent.
 - a. **EMERGENCY REPAIRS.** If the Landlord determines that immediate repairs, maintenance and/or replacement must be made to the Leased Premises to prevent significant and material damage to the Property, the Leased Premises or any portion thereof, the Landlord may elect to undertake such repairs, maintenance and/or replacement, in which case, the cost of such repairs, maintenance and/or replacement shall be charged to the Tenant as Additional Rent.

SECTION 9: UTILITIES.

1. From and after the Commencement Date, the Tenant shall be responsible for and shall promptly pay all charges for heat, gas, electricity, water and sewer, telephone, internet, cable TV, satellite TV and any and all other separately metered utility services used or consumed by the Tenant on the Leased Premises. The Tenant shall keep the Leased Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. In no event shall the Landlord be liable for, nor shall Tenant be entitled to an abatement of rent for any interruption or failure in the supply of any utility service to the Leased Premises, nor shall any such failure or interruption in the supply of any utility service be deemed an eviction, constructive or otherwise, of the Tenant or relieve the Tenant of its obligation to fully complete the performance of Tenant's obligations under this Lease, unless such failure or interruption in service is caused by the negligence of the Landlord or the Landlord's agents or employees. Landlord shall not be liable to Tenant for any loss, damage, or expense that Tenant may sustain if the quantity or character of any utility service is changed or discontinued by the provider of such utility service, or if such utility service no longer meets the Tenant's requirements.

SECTION 10: SIGNS/TRADE FIXTURES.

1. The Tenant shall not place any signs, lettering, or any other projections upon any portion of the Leased Premises, without Landlord's prior written consent, which shall not be unreasonably withheld, and without first obtaining all required permits and approvals from any municipal, state or federal authority having jurisdiction over the Leased Premises or Tenant's Approved Use thereof. Any approved signs and/or trade fixtures shall be installed and maintained by Tenant at Tenant's sole cost and expense. Unless otherwise agreed by Landlord and Tenant in writing, upon the termination or expiration of this lease, Tenant shall be required to remove any such signs and/or trade fixtures at Tenant's sole cost and expense.

SECTION 11: INSURANCE AND INDEMNITY.

1. **GENERAL PROVISIONS.** All insurance policies required to be carried by the Tenant shall name the Landlord, and any other parties in interest designated by the Landlord, and the Tenant as an insured. All such policies required to be carried by the Tenant shall be written as primary policy coverage and not contributing with or in excess of any coverage that Landlord may carry, and shall contain a clause stating that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance coverage required herein may be furnished by the Tenant under any blanket policy carried by it or under a separate policy therefore, provided that such blanket policy contains an endorsement that names the Landlord and any other parties in interest designated by the Landlord as an additional insured, references the Leased Premises and guarantees a minimum limit available for the Leased Premises equal to the insurance amounts required in this Lease, or as may be designated by the Landlord. All insurance policies shall be with an insurance company approved by the Landlord and a copy of the paid-up policies evidencing such insurance or a certificate of insurance certifying to the issuance of such policies shall be delivered to the Landlord prior to commencement of this Lease, and such delivery shall also be made upon renewal of such policies not less than thirty (30) days prior to the expiration of such coverage.
2. **TENANT'S OBLIGATIONS.** Tenant shall obtain, and keep in full force and effect during the Term of this Lease, a Renter's insurance policy, or policies, containing the following provisions:
 - a. **HAZARD INSURANCE.** The Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief and other such perils as are from time to time included in a standard extended coverage endorsement, insuring the betterments and improvements made by the Tenant to the Leased Premises and the Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal business property located on or within the Leased Premises, in an amount equal to not less than 100% of their replacement cost.

- b. **COMPREHENSIVE GENERAL PUBLIC LIABILITY INSURANCE.** Tenant shall maintain a policy of comprehensive general public liability insurance with respect to the Leased Premises and Tenant's Business, with primary coverage per accident or occurrence in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit.
 - c. **BUSINESS INTERRUPTION INSURANCE.** The Tenant agrees to carry, at its expense, adequate business interruption insurance.
 - d. **PLATE GLASS INSURANCE.** The Tenant agrees to carry, at its expense, adequate plate glass insurance.
 - e. The Tenant shall not, except as specifically permitted herein, carry any stock of goods or do anything in or about the Leased Premises that would in any way tend to increase the insurance rates on the Leased Premises or its buildings and improvements. The Tenant shall not install or maintain any electrical equipment that overloads the electrical lines on the Property or Leased Premises. The Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction over the Property, Leased Premises or the Tenant's Approved Use thereof.
3. **LANDLORD'S OBLIGATIONS.** Landlord agrees to carry the following insurance coverage:
- a. **HAZARD INSURANCE.** Landlord shall maintain a policy of insurance with respect to the buildings and other improvements and Landlord's personal business property located on the Property, insuring against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, in an amount not less than 100% of their replacement value. In addition, Landlord shall maintain insurance coverage for loss of rent in an amount commensurate with the total rentals received by the Landlord on the Property.
 - b. **COMPREHENSIVE GENERAL PUBLIC LIABILITY INSURANCE.** Landlord shall maintain a policy of comprehensive general public liability insurance with respect to the Property, with primary coverage per accident or occurrence in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit.
4. **INDEMNITY.**
- a. The Tenant hereby indemnifies the Landlord, and agrees to save Landlord harmless of, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to persons or property arising from or out of any occurrence in, upon or at the Property or Leased Premises or any breach or default by the Tenant in the performance of any provision of this Lease on the Tenant's part to be performed. In case the Landlord shall be made a party to any litigation arising out of any such occurrence, then the Tenant shall indemnify, defend and hold the Landlord harmless of and from any and all court costs and reasonable attorney fees incurred or paid by the Landlord in connection with such litigation. The Tenant's obligations pursuant to this Paragraph shall survive the expiration or termination of this Lease.
 - b. The Tenant hereby agrees to indemnify, defend and hold the Landlord harmless of and from any and all liability, claim or injury, including court costs, reasonable attorney fees, and the costs of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by the Tenant, its agents and employees on, under or about the Leased Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the Tenant's use or occupancy of the Leased Premises, or the operation of the Tenant's business on the Leased Premises during the Term of this Lease.

The foregoing covenants and indemnification shall survive the expiration or termination of this Lease.

5. **WAIVER OF SUBROGATION.** Landlord and Tenant hereby expressly release each other from any liability that each party may have on account of any loss to the Property or Leased Premises or the contents of either due to fire or any peril included in the coverage of any and all applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by Tenant, then for purposes of this waiver of subrogation it shall be deemed to have fully insured and to have recovered the entire amount of its loss.

SECTION 12: DESTRUCTION OF THE LEASED PREMISES.

1. In the event the Leased Premises shall be partially or totally destroyed by fire or other insured casualty so as to become partially or totally un-tenantable, the damage to the Leased Premises shall be promptly repaired by the Landlord (provided that the Landlord shall not be obligated to expend for such repairs an amount in excess of the insurance proceeds available to the Landlord for such rebuilding, and the Landlord shall not be obligated to repair the Leased Premises if any municipal or state authority prohibits rebuilding), unless the Landlord shall elect not to rebuild as hereinafter provided, in which case a just and proportionate part of the Rent shall be abated until so repaired, unless the damage was caused by the negligent act or omission of the Tenant, its agents, employees, customers or guests, in which case, there shall be no abatement. In no event shall the Landlord be required to repair or replace the Tenant's betterments and improvements or merchandise, trade fixtures, furnishings or equipment. If more than fifty percent (50%) of the Leased Premises shall be damaged or destroyed by fire or other casualty, then the Landlord may elect either to repair or rebuild the Leased Premises or to terminate this Lease. If Landlord elects to terminate this lease, written notice shall be given to the Tenant within sixty (60) days after the occurrence of such damage or destruction, and this Lease shall terminate sixty days after the date of said notice, whereupon the Tenant shall vacate the Leased Premises. If the Landlord is required to or elects to repair or rebuild the Leased Premises as herein provided, the work shall be initiated with reasonable dispatch and diligently proceeded with to completion and the Tenant shall repair or replace its merchandise, trade fixtures, furnishings and personal property in a manner and to at least a condition equal to that prior to its damage or destruction.

SECTION 13: EMINENT DOMAIN.

1. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by the Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking.
2. If more than 50% of the Leased Premises shall be taken under eminent domain, the Tenant shall have the right, subject to the Landlord's right of termination as set forth below, to either terminate this Lease or to continue in possession of the remainder of the Leased Premises, and the Tenant shall notify the Landlord in writing within 10 days after such taking. In the event the Tenant elects to remain in possession, all of the terms herein provided shall continue in effect and the Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building as originally furnished by the Landlord so as to constitute the remaining Leased Premises a complete architectural unit. If 50% or less of the Leased Premises shall be so taken, the Lease shall cease only on the part so taken as of the day possession shall be taken by such authority and the Tenant shall pay rent up to that day, with an appropriate refund by the

Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking, and thereafter the Rent shall be reduced in proportion to the amount of the Leased Premises so taken. The Landlord, following such a taking, shall with all reasonable dispatch, at its expense, make all necessary repairs or alterations to the basic building as originally furnished by the Landlord so as to constitute the remaining Leased Premises a complete architectural unit.

3. If more than 50% of the Leased Premises shall be taken under power of eminent domain, the Landlord may, by written notice to the Tenant, delivered on or before the date of surrendering possession to the public authority, terminate this Lease.
4. All damages awarded for taking under the power of eminent domain of any part of the Leased Premises shall belong to and be the sole property of the Landlord, and the Tenant shall have no claim for loss of its leasehold estate or the value of the un-expired Term hereof; provided however, the Tenant shall have the right to pursue such claim or claims as the Tenant may have legally for relocation expenses, interruption of business and such other items which do not affect the award or proceeds of sale otherwise payable to the Landlord.

SECTION 14: ASSIGNMENT AND SUBLETTING.

1. The Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, by operation of law or otherwise or sublet the Leased Premises or any part thereof, without the prior written consent of the Landlord. Consent by the Landlord to one or more assignment of this Lease or to one or more subletting of said Leased Premises shall not operate to exhaust the Landlord's rights under this Section.
2. The following shall be deemed to be an assignment of this Lease within the meaning of this Section:
 - a. The sale, issuance, or transfer of any voting capital stock of the Tenant or of the Tenant's permitted assigns and subtenants (if the Tenant or such assigns or subtenants be a non-public corporation), which results in a change in the voting control of the Tenant or such assigns or subtenants; a transfer of stock shall not be deemed an assignment of this Lease if voting control is transferred by a shareholder presently having voting control to a family member;
 - b. The sale, issuance, or transfer of any partnership interest in the Tenant or in the Tenant's permitted assigns and subtenants (if the Tenant or such assigns or subtenants be a partnership); and
 - c. The death or incapacity of the Tenant or of the Tenant's permitted assigns and subtenants (if the Tenant or such assigns or subtenants be a natural person).
3. In the event that the Tenant assigns, sublets or in any manner transfers this Lease or any estate or interest therein, the Tenant shall in no way be released from any of its obligations under this Lease.
4. Tenant shall be responsible for preparing, in a manner and form approved by the Landlord, at Tenant's sole cost and expense, any and all documents necessary to effect such assignment, transfer or subletting. As an additional condition for obtaining the approval of the Landlord, the Tenant shall pay any costs incurred by the Landlord, including reasonable attorney's fees, in reviewing said documents necessary to effect such assignment, transfer or subletting of the Leased Premises.
5. Any assignment, sublease or other transfer of this Lease or the Tenant's interest or estate therein, which is approved by the Landlord, shall be contingent upon the assignee, transferee or sub-tenant executing an agreement to be bound by all of the terms of this Lease, in its entirety, for the remaining term of this Lease.

6. The Landlord shall have the absolute and unrestricted right to sell or assign this Lease to any person or entity. Landlord shall provide Tenant with written notice of such assignment at least ten (10) calendar days prior to the effective date such assignment.

SECTION 15: ESTOPPEL CERTIFICATE.

1. The Tenant agrees, within ten (10) business days after receiving a written request from the Landlord, to execute in recordable form and deliver to the Landlord a written statement certifying (if such be the case) (a) that this Lease is in full force and effect, (b) the date of commencement of the Term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, (e) that there are no uncured defaults by the Landlord or, if such defaults are claimed, stating the facts giving rise thereto, and (f) other similar matters as may be requested by the Landlord or its mortgagees or prospective mortgagees. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Tenant.
2. The Tenant agrees that this Lease shall, at the option of the holder of any mortgages now or hereafter placed upon the Leased Premises, be subject and subordinate to the lien of any such mortgages and to any amendments, replacements and extensions thereof, without the necessity of the execution and delivery of any further instruments on the part of the Tenant to effectuate such subordination. The Tenant covenants and agrees to execute and deliver to the Landlord such further instruments evidencing the subordination of this Lease to the lien of any such mortgages as may be hereafter executed affecting the Leased Premises, provided that the holder of any mortgage has agreed not to terminate or disturb the Tenant's right to use and occupy the Leased Premises pursuant to the terms of this Lease so long as the Tenant is not in default hereunder.
3. The failure of the Tenant to execute instruments effectuating the foregoing, within ten (10) business days upon written request to do so by the Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, and upon ten (10) days advance written notice to Tenant cancel this Lease and terminate the Tenant's interest therein. Further, the Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments if the Tenant fails to execute such instruments within the time period as aforesaid.

SECTION 16: TENANT'S PROPERTY.

1. Unless caused by the negligence of the Landlord, its agents, employees or assigns, the Landlord shall not be liable to the Tenant, and the Tenant hereby waives any and all claims against the Landlord for any injury or damage to any person or property in or about the Property or Leased Premises, or any part thereof, or any of Tenant's personal business property located thereon arising from or relating to the flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, mold, asbestos, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about the Property or Leased Premises belonging to the Tenant, its agents, employees or invitees shall be there at the risk of the Tenant or other person only, and the Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof.
2. The Tenant shall give immediate notice to the Landlord in the event of a fire or other accident occurring in or on the Property or Leased Premises.

SECTION 17: NOTICES.

1. All notices and demands by either party to the other shall be given in writing and delivered personally or

sent by United States certified mail, postage prepaid, and addressed to the Landlord or the Tenant, as the case may be, at the address listed in Paragraph 7 of the Lease Addendum

SECTION 18: RIGHT TO ENTER AND VIEW.

1. The Landlord or the Landlord's agents, employees or contractors shall have the right to enter the Leased Premises at all reasonable times with 12 hours prior written notice to the Tenant (except in the event of an emergency, in which case, no notice shall be required) to examine the same, and to show the same to prospective purchasers or mortgagees of the building. Tenant shall provide Landlord with a set of keys to all areas of the Leased Premises. Landlord may post "For Sale" signs on the Leased Premises, and Tenant shall permit them to remain therein without molestation. During the six (6) months prior to the expiration of the Term of this Lease the Landlord may exhibit the Leased Premises to prospective tenants and place upon the Leased Premises the usual notices "To Let" or "For Rent" which notices the Tenant shall permit to remain therein without molestation.

SECTION 19: DEFAULT BY THE TENANT.

1. Any of the following occurrences shall constitute a default of this Lease:
 - a. The Tenant fails to pay an installment of Rent or any other charges due hereunder when the same shall be due, or
 - b. The Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by the Tenant for more than five (5) days after the written notice of such default has been given to the Tenant, unless the Tenant has made reasonable efforts to remedy the default, and is unable to completely remedy the default within a reasonable time due to circumstances beyond the control of Landlord or Tenant, or
 - c. The Tenant abandons the Leased Premises by failing to occupy the same for more than five (5) consecutive days, or
 - d. The Tenant or any guarantor of this Lease is adjudged bankrupt or insolvent or makes an assignment for the benefit of creditors, or
 - e. A receiver or trustee of the Tenant's property or that of any guarantor of this Lease is appointed and such receiver or trustee, as the case may be, is not discharged within thirty (30) days after such appointment, or
 - f. An execution or attachment is levied against the Tenant's property or that of any guarantor of this Lease, or
 - g. This Lease, by operation of law, devolves upon or passes to any person or persons other than the Tenant (except with the Landlord's express prior written consent).
2. Upon any default, the Landlord shall provide the Tenant with a written notice identifying the nature of the default, demanding that the Tenant cure the default within five (5) days of the service of said notice, and informing the Tenant that the Lease will be terminated unless the Tenant cures the default within five (5) days of the service of said notice. Said Notice shall be delivered in person; by Certified Mail with return receipt requested; by posting said notice in a conspicuous place on the door to the Leased Premises and by mailing a copy to the Tenant at the address listed under Section 17 of this Lease; or in any other manner permitted by law for the giving of such notices. If the Tenant cures the default within five (5) days of the service of said notice, then this Lease shall continue unaffected. If the Tenant fails to cure the default within five (5) days of the service of said notice, this lease may be terminated by the Landlord and Landlord may thereafter commence suit to recover possession of and re-enter the Leased Premises without affecting the

Tenant's liability for past due Rent, or other charges that accrue during the remaining term of this Lease. In the event of any such default, the Landlord shall be entitled to recover from the Tenant, in addition to Rent and other charges equivalent to Rent, all other damages sustained by the Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and reasonable attorney's fees incurred by the Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Leased Premises and for the cost of repairs, alterations and reasonable brokerage and reasonable attorney's fees connected with the re-letting of the Leased Premises. As an alternative, at the election of the Landlord, the Landlord shall have the right, by written notice given to the Tenant at any time after the Landlord recovers possession of the Leased Premises, to declare this Lease terminated and canceled, without any further rights or obligations on the part of the Landlord or the Tenant (other than the Tenant's obligation for rent and other charges due and owing through the date of termination), so that the Landlord may re-let the Leased Premises without any right on the part of the Tenant to any credit or payment resulting from any re-letting of the Leased Premises. In case of a default under this Lease, the Landlord may, in addition to terminating this Lease, or in lieu thereof pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

3. The rights and remedies of the Landlord under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by the Landlord of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of the Landlord's right to enforce the payment of subsequent installments of Rent or any of the Landlord's rights under this Lease by such remedies as may be appropriate.
4. No extension of time, forbearance, neglect or waiver on the part of the Landlord with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel against the Landlord. After the service of a notice or the commencement of a suit or after final judgment for possession of the premises, the Landlord may receive and collect any rent due and apply the same as and for use and occupancy, and the payment and receipt thereof shall not waive or affect any such notice, suit or judgment.
5. The Landlord shall have the right at any time, after five (5) days written notice to the Tenant (or without notice in case of emergency or in case any fine, penalty, interest or cost may otherwise be imposed or incurred) to make any payment or perform any act required of the Tenant under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. Nothing herein shall imply any obligation on the part of the Landlord to make any payment or perform any act required of the Tenant and this exercise of the right to do so shall not constitute a release from any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to the Landlord by the Tenant within ten (10) days after such payment, together with interest at the Default Interest Rate (as hereinafter defined), from the respective dates of the making of such payments or the incurring of such costs and expenses.
6. Except as otherwise provided in the Lease, the Tenant shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the Landlord in enforcing the covenants and agreements of this Lease.

SECTION 20: SURRENDER.

1. On the last day of the Term, or upon the sooner termination thereof, the Tenant shall peaceably and quietly surrender the Leased Premises in good order, condition and repair, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures, except as otherwise provided in the Lease, which may be made or installed by either the Landlord or the Tenant upon the Leased Premises, and all hard surface bonded or adhesively affixed flooring or attached carpeting shall be the property of the Landlord and shall remain upon and be surrendered with the Leased Premises without compensation or credit to the Tenant;

provided, however, if prior to said termination, or within fifteen (15) days thereafter, the Landlord so directs by written notice to the Tenant, the Tenant shall promptly remove the additions, improvements, fixtures and installations which were placed in the Leased Premises by the Tenant and which are designated in said notice, and in default thereof, the Landlord may effect said removals and the Tenant will pay to the Landlord, on demand, the cost thereof, with interest at the Default Interest Rate from the date of such removal by the Landlord. The Tenant's property not so removed may, at the Landlord's option, be deemed abandoned and the property of the Landlord. If the Leased Premises are not surrendered at the end of the Term, the Tenant shall indemnify the Landlord against all loss or liability resulting from delay by the Tenant in so surrendering the Leased Premises, including, without limitation, any claim made by any party succeeding the Tenant founded on such delay. The Tenant shall also surrender all keys for the Leased Premises and shall inform the Landlord of combinations on any locks, safes and vaults, if any, on the Leased Premises.

SECTION 21: QUIET ENJOYMENT.

1. If and so long as the Tenant pays the Rent and all other amounts due and owing to the Landlord hereunder, and performs and observes all of the covenants and provisions hereof, the Tenant shall quietly enjoy the Leased Premises, without hindrance, disturbance or molestation from the Landlord, subject, however, to the terms of this Lease.

SECTION 22: HOLDING OVER.

1. In the event the Tenant remains in possession of the Leased Premises after the expiration of this Lease, with the consent of the Landlord and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises as a tenant on a month-to-month basis, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, and subject to the Landlord's right to terminate the tenancy at any time with 28 days advance written notice prior to the end of a rent payment period, or any shorter period permitted by law. For any period that the Tenant shall remain in possession of the Leased Premises without the Landlord's consent, the Tenant shall pay a use and occupancy charge equal to two times the Rent in effect immediately prior thereto, computed on a daily basis.

SECTION 23: MISCELLANEOUS.

1. This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no other agreements, either oral or written, between them except as herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by each party.
2. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
3. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.
4. Except as specifically provided herein, any amount due from the Tenant to the Landlord hereunder which is not paid when due shall bear interest at a rate equal to 18.00% per annum (hereinafter referred to as the "Default Interest Rate") (but in no event shall such rate of interest exceed the maximum rate of interest then permitted by law, if any), from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by the Tenant under this Lease.

5. The covenant to pay rent is hereby declared to be an independent covenant on the part of the Tenant to be kept and performed, and no offset thereto shall be permitted or allowed.
6. In case of emergency (the existence of which shall be determined by the Landlord), if the Tenant shall not be present to permit entry, the Landlord or its representatives may enter the same forcibly without rendering the Landlord or its representatives liable therefore or affecting the Tenant's obligations under this Lease.
7. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the total amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord shall accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.
8. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a Lease only upon execution and delivery thereof by the Landlord and the Tenant.
9. This Lease shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.
10. The Tenant shall, in the event of the sale or assignment of the Landlord's interest in the Leased Premises, or in the event of any proceedings brought for the foreclosure thereof, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
11. In the event of any sale or other transfer of the land or buildings constituting the Leased Premises, or of this Lease, the Landlord shall be entirely relieved of all obligations hereunder from and after the date of the transfer; provided, however, that the transferee shall assume the same.
12. If the Landlord fails to perform any covenant, term or condition of this Lease upon the Landlord's part to be performed, and if as a consequence of such default, the Tenant recovers a money judgment against the Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title, and interest of the Landlord in the Property and out of rents or other income from the Property receivable by the Landlord, or out of the consideration received by the Landlord from the sale or other disposition of all or any part of the Landlord's right, title and interest in the Property, and the Landlord shall not be liable for any deficiency.
13. In the event the Landlord desires to obtain mortgage financing and the Landlord's mortgagee or mortgagees request modifications or amendments to this Lease, then the Tenant agrees to execute, within a reasonable time, but not to exceed 30 days, such modifications or amendments as may be required. Notwithstanding the foregoing, the Tenant shall not be required to execute any modifications or amendments to this Lease which shall modify the provisions of this Lease relating to the amount of rent reserved, the size and location of the Leased Premises and the duration of the Term of this Lease, or the amount of the Security Deposit held by the Landlord. The Tenant further agrees to furnish, within 10 days of receiving a written request from Landlord, such financial information as may be required by the Landlord or the Landlord's mortgagee and to otherwise cooperate with the Landlord's efforts in obtaining said mortgage financing. Tenant's obligation to provide such financial information shall be conditioned upon Landlord and Landlord's mortgagee executing Tenant's standard confidentiality agreement with regards to the disclosure of Tenant's financial information.
14. The consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to render unnecessary the Landlord's consent or approval to or of any

subsequent similar act by the Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing and is signed by the Landlord.

15. If the Tenant is more than one natural person, the individuals collectively referred to herein as the Tenant shall be jointly and severally liable with respect to the obligation to pay Rent and all of the other obligations, covenants and agreements of the Tenant set forth in this Lease.
16. If the Tenant is a Corporation, Limited Liability Company, or other business entity, the Tenant represents and warrants that the execution and delivery of this Lease has been duly authorized by the board of directors and/or members of the Tenant, and that the officers or members of the Tenant who are executing and attesting to this Lease have full power, authority and right to do so, and the execution of this Lease by such officers and/or members is sufficient and legally binding on the Tenant without the joinder or approval of any other party.
17. The term "Business Day" as used herein shall specifically exclude Sundays and Federal holidays. All other references to "day" or "days" shall be construed as calendar days.
18. Landlord hereby notifies Tenant that Landlord shall not store any property left on the Leased Premises by the Tenant after the termination or expiration of the Lease. With the exception of prescription medication and prescription medical devices, which landlord shall store in accordance with the requirements of the Wisconsin Statutes, all other property of the Tenant left on the Leased Premises after termination or expiration of the Lease shall be considered abandoned property and Landlord may dispose of such abandoned property in any manner that the Landlord sees fit, without further notice and without further obligation to account to the Tenant for such abandoned property.
19. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representative, successors in interest and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

TENANT:

7119 LLC

The Lunchroom LLC

Prabhddeep Singh By: Prabhddeep Singh
Sra, Member By: Kryctal Samaria Rouse, Member **EXHIBIT A**

LEGAL DESCRIPTION

LANDS IN SE 1/4 SEC 4-7-21 COM 1416.86' W OF SE CO R SD 1/4 SEC-TH N 190'-TH W 40'-TH S 190'-TH E 40'

Property address: 8000 W. Capitol Drive, Milwaukee, WI 53222
Tax Key No.: 2529994113

LEASE ADDENDUM

The following terms and conditions are hereby incorporated into the Commercial Lease Agreement dated on this ____ day of February 2022, entered into by and between **Prabhdeep Sra**, (Hereinafter referred to as "the Landlord") and **The Lunchroom LLC** (Hereinafter referred to as "the Tenant").

1. **LEASED PREMISES.** The Leased Premises shall be the rental unit located at 8000 West Capitol Drive in Milwaukee, Wisconsin, consisting of approximately 4,076 (not verified) square feet.
2. **TERM.** The term of this Lease (Hereinafter referred to as the "Term") shall be for three (3) years, beginning on February 1, 2022 (Hereinafter referred to as the "Commencement Date"), and ending on January 31, 2025. (Hereinafter referred to as the "Termination Date"), unless sooner terminated in accordance with this Lease.
3. **RENT.** Rent for the Term of the Lease shall be payable according to the following schedule:

Year	Period	Monthly Rent
1	February 1, 2022 to April 30, 2022	0.00*
1	May 1, 2022 to January 31st, 2023	\$3,000
2	February 1, 2023 to January 31, 2024	\$3,250
3	February 1, 2024 to January 31, 2025	\$3,500
4	February 1, 2025 to January 31, 2026	\$4,000

* Note: No rent is due for February 1, 2022 through April 30, 2022.

4. **SECURITY DEPOSIT.** The Tenant shall pay to Landlord, upon the execution of this Lease, a security deposit of \$3,000.00. Tenant shall also pre-pay Rent for the Month of May 2022 upon the execution of this Lease.
5. **APPROVED USE.** The Tenant shall use the Leased Premises only as a restaurant and lounge.
6. **IMPROVEMENTS.**
 - a. **LANDLORD'S IMPROVEMENTS.** Tenant accepts the Leased Premises in its current "**AS IS, WHERE IS, WITH ALL FAULTS CONDITION**", and Tenant acknowledges and agrees that Landlord has made no representations or warranties of any kind regarding the condition of the Leased Premises. Landlord shall not be required to make any alterations, additions or capital improvements to the Leased Premises as a condition of the Lease.
 - b. **TENANT'S IMPROVEMENTS.** Tenant shall be responsible for its own buildout and all improvements to the Leased premises necessary to obtain an occupancy permit and to conduct its business thereon, at Tenant's sole cost and expense, including, but not limited to the following:
 - i. repairing and/or replacing any broken windows on the Leased Premises;
 - ii. altering, installing, repairing, replacing and maintaining any fire alarm and suppression systems and/or related equipment on the Leased Premises;
 - iii. altering, installing, repairing, replacing and maintaining any HVAC systems and/or related equipment on the Leased Premises;
 - iv. altering, installing, repairing, replacing and maintaining any bathrooms on the Leased Premises.
 - v. alterations and/or improvements necessary for compliance with the requirements of the Americans with Disabilities Act (ADA) on the Leased Premises.

- vi. Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term, placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by the Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease if Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's expense.

7. LANDLORD AND TENANT CONTACT INFORMATION.

a. LANDLORD: 7119 LLC

Attn: Mr. Prabhdeep Singh Sra, Member
1319 W North Ave
Milwaukee, WI

Telephone: 414-737-3902

Landlord's Registered Agent and Address for Service of Process:

Prabhdeep Singh Sra
1319 W North Ave
Milwaukee, WI

b. TENANT: The Lunchroom LLC

Attn: Kryctal Samaria Rouse
8000 W. Capitol Drive
Milwaukee, WI 53222

Telephone: _____

Tenant's Registered Agent and Address for Service of Process:

Kryctal Samaria Rouse
3062 N. 54th Street
Milwaukee, WI 53210

Telephone: _____

8. ADDITIONAL TENANT RESPONSIBILITIES.

- a. **SNOW AND ICE REMOVAL.** Tenant shall be responsible for all snow/ice removal on the Leased Premises, at Tenant's sole cost and expense.

- b. **GARBAGE COLLECTION AND RECYCLING.** Tenant shall be responsible for all garbage collection and the collection of recyclable materials on the Leased Premises, at Tenant's sole cost and expense. Tenant shall keep the front exterior of the Leased Premises free of garbage and debris at all times.

9. **UTILITIES.** Tenant shall have all separately metered utilities serving the Leased Premises registered in Tenant's name upon the execution of this Lease.

10. **PARKING RESTRICTIONS.** Overnight parking of vehicles on the Property is prohibited. Any vehicle parked on the Property overnight may be ticketed and/or towed at the vehicle owner's sole cost and expense.

11. **TENANT DOCUMENTS.** Tenant shall provide Landlord with copies of the following documents within 10 days of the execution of this Lease:

- a. A copy of Tenant's insurance binder, consistent with the requirements of Section 11 of the Lease and naming the Landlord as an Additional Insured.

b. A copy of Tenant's Garbage/Recycling collection contract.

c. Written evidence that all separately metered utilities serving the Leased Premises have been registered in the Tenant's name.

d. A copy of Tenant's Occupancy Permit.

12. CONFLICTS. To the extent that the terms of this Lease Addendum are in conflict with the terms of the Lease, the terms of this Lease Addendum shall supersede and control.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum as of the date first written above. **LANDLORD: TENANT:**

Prabhdeep Sra Prabhdeep Sra By: Prabhdeep Singh Sra

The Lunchroom LLC Kryctal Rouse By: Kryctal Samaria Rouse, Member

LEASE ADDENDUM

The following terms and conditions are hereby incorporated into the Commercial Lease Agreement dated on this 1st day of May, 2024, entered into by and between **Kulbir Sra** (Hereinafter referred to as "the Landlord") and **Derrick Ahmad Riley** (Hereinafter referred to as "the Tenant").

- 1. LEASED PREMISES.** The Leased Premises shall be the rental unit located at 8000 West Capitol Drive in Milwaukee, Wisconsin, consisting of approximately 4,076 (not verified) square feet.
- 2. TERM.** The term of this Lease (Hereinafter referred to as the "Term") shall be for three (3) years, beginning on May 1, 2024 (Hereinafter referred to as the "Commencement Date"), and ending on April 30, 2027. (Hereinafter referred to as the "Termination Date"), unless sooner terminated in accordance with this Lease.
- 3. RENT.** Rent for the Term of the Lease shall be payable according to the following schedule:

<u>Year Period Monthly Rent</u>	
<u>1 May 1, 2024 to April 30, 2025</u>	<u>\$3,000.00</u>
<u>2 May 1, 2025 to April 30, 2026</u>	<u>\$3,090.00</u>
<u>3 May 1, 2026 to April 30, 2027</u>	<u>\$3,182.70</u>

- 4. SECURITY DEPOSIT.** The Tenant shall pay to Landlord, upon the execution of this Lease, a security deposit of \$3,000.00.
- 5. APPROVED USE.** The Tenant shall use the Leased Premises only as a restaurant and bar/lounge.

IMPROVEMENTS.

- a. LANDLORD'S IMPROVEMENTS.** Tenant accepts the Leased Premises in its current "**AS IS, WHERE IS, WITH ALL FAULTS CONDITION**", and Tenant acknowledges and agrees that Landlord has made no representations or warranties of any kind regarding the condition of the Leased Premises. Landlord shall not be required to make any alterations, additions or capital improvements to the Leased Premises as a condition of the Lease.
- b. TENANT'S IMPROVEMENTS.** Tenant shall be responsible for its own buildout and all improvements to the Leased premises necessary to obtain an occupancy permit and to conduct its business thereon, at Tenant's sole cost and expense, including, but not limited to the following:
 - i. repairing and/or replacing any broken windows on the Leased Premises;
 - ii. altering, installing, repairing, replacing and maintaining any fire alarm and suppression systems and/or related equipment on the Leased Premises;
 - iii. altering, installing, repairing, replacing and maintaining any HVAC systems and/or related equipment on the Leased Premises;
 - iv. altering, installing, repairing, replacing and maintaining any bathrooms on the Leased Premises.
 - v. alterations and/or improvements necessary for compliance with the requirements of the Americans with Disabilities Act (ADA) on the Leased Premises.

7. LANDLORD AND TENANT CONTACT INFORMATION.

- a. LANDLORD:**

Kulbir Sra
19315 Compton Lane
Brookfield, WI 53045
Telephone: 414-737-3902
- b. TENANT:** Derrick Ahmad Riley

1
8000 W. Capitol Drive
Milwaukee, WI 53222

Email: DerekRiley80@gmail.com

Tenant's Alternate Address:
Derrick Ahmad Riley
6453 N. 81st Street
Milwaukee, WI 53223

Telephone: 414-899-5495

8. ADDITIONAL TENANT RESPONSIBILITIES.

- a. **SNOW AND ICE REMOVAL.** Tenant shall be responsible for all snow/ice removal on the Leased Premises, at Tenant's sole cost and expense.
- b. **GARBAGE COLLECTION AND RECYCLING.** Tenant shall be responsible for all garbage collection and the collection of recyclable materials on the Leased Premises, at Tenant's sole cost and expense. Tenant shall keep the front exterior of the Leased Premises free of garbage and debris at all times.

9. UTILITIES. Tenant shall have all separately metered utilities serving the Leased Premises registered in Tenant's name upon the execution of this Lease.

10. PARKING RESTRICTIONS. Overnight parking of vehicles on the Property is prohibited. Any vehicle parked on the Property overnight may be ticketed and/or towed at the vehicle owner's sole cost and expense.

11. TENANT DOCUMENTS. Tenant shall provide Landlord with copies of the following documents within 10 days of the execution of this Lease:

- a. A copy of Tenant's insurance binder, consistent with the requirements of Section 11 of the Lease and naming the Landlord as an Additional Insured.
- b. A copy of Tenant's Garbage/Recycling collection contract.
- c. Written evidence that all separately metered utilities serving the Leased Premises have been registered in the Tenant's name.
- d. A copy of Tenant's Occupancy Permit and Liquor License(s).

12. CONFLICTS. To the extent that the terms of this Lease Addendum are in conflict with the terms of the Lease, the terms of this Lease Addendum shall supersede and control.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum as of the date first written above.

LANDLORD:

Kulbir Sra
dotloop verified
09/07/24 1:19 PM CDT
HQAS-EF94-BL4E-ADJ9

By: Kulbir Sra

TENANT:

Derrick Ahmad Riley
dotloop verified
03/26/25 1:24 PM CDT
M9FJ-NWPK-QYWE-DKDN

By: Derrick Ahmad Rille

COMMERCIAL LEASE AGREEMENT

THIS LEASE is made as of this 1st day of May, 2024 by and between **Kulbir Sra** (Hereinafter referred to as "the Landlord") and **Derrick Ahmad Riley** (Hereinafter referred to as "the Tenant").

WITNESSETH:

In consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, the Landlord does hereby demise and lease unto the Tenant, and the Tenant does hereby hire and take from the Landlord the Leased Premises described below, together with the non-exclusive right of ingress and egress and parking of motor vehicles by the Tenant and its employees, customers and invitees over the parking areas located on the Property.

SECTION 1: LEASED PREMISES, PROPERTY, COMMON AREAS.

1. **LEASED PREMISES.** The Leased Premises shall be the rental unit(s) identified in Paragraph 1 of the Lease Addendum.
2. **PROPERTY.** The Property shall be all of the land and buildings located at 8000 West Capitol Drive, in the City of Milwaukee, Milwaukee County, State of Wisconsin, which is more particularly described in the attached Exhibit A.
3. **COMMON AREAS.** The Common Areas of the Property shall include all areas not otherwise reserved for the exclusive use of individual tenants, including, but not limited to: private sidewalks, driveways, parking areas, entranceways and vestibules, landscaped areas, hallways, stairways, bathrooms accessible by more than one tenant, and any mechanical rooms and storage rooms in the buildings located on the Property.

SECTION 2: TERM OF LEASE.

1. **TERM.** The term of this Lease (Hereinafter referred to as the "Term") shall be as defined in Paragraph 2 of the Lease Addendum, unless sooner terminated in accordance with this Lease.

SECTION 3: RENT.

1. **RENT.** From and after the Commencement Date, the Tenant agrees to pay to the Landlord, on a monthly basis, Rent in the amount(s) set forth in Paragraph 3 of the Lease Addendum.
2. **PAYMENT OF RENT.** All installment of Rent shall be payable in advance, in successive monthly installments, on or before the first business day of each calendar month, in accordance with Paragraph 3 of the Lease Addendum and the following:
 - a. **PAYMENT ADDRESS:** The Rent and all other sums payable by the Tenant hereunder shall be paid to the Landlord at the address listed in Paragraph 7 of the Lease Addendum
 - b. **LATE PAYMENTS.** The Tenant acknowledges that late payments of Rent involve additional costs to the Landlord for collection and bookkeeping. The Tenant therefore agrees that if the Tenant shall fail to pay any monthly installment of Rent when said installment payment is due, then the Tenant shall pay upon demand, a late charge equal to One Hundred Dollars (\$100.00). For the purposes of this paragraph, Rent and all other amounts due under this Lease shall be considered to have been received by the Landlord as of the date post-marked, if mailed via first class U.S. Mail, or as of the date actually received if delivered in person. If Tenant fails to pay such delinquent installment of Rent and any accrued late charge thereon within 30 days, then the total outstanding balance due shall bear interest at the Default Interest Rate (as is hereinafter defined) until the total of all said delinquent installments of Rent, accrued late charges and

accrued interest have been paid in full. The foregoing provision for the payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by the Tenant hereunder, or to relieve

the Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by the Landlord of such late charge shall be construed as a cure of the Tenant's default in the payment of Rent.

c. RETURNED/DISHONORED CHECKS. The Tenant hereby acknowledges and agrees that if any check given by the Tenant for the payment of Rent or any other amount due to Landlord is not honored by the bank upon which it is drawn, for any reason, then the Landlord shall incur additional costs for collection and bookkeeping, and the Tenant therefore agrees to pay to the Landlord, upon demand, the sum of One Hundred Dollars (\$100.00) for each such occurrence, in addition to any and all other charges and amounts due, including, but not limited to any applicable late charge.

d. NET RETURN. It is intended hereby that all Rent payable under the terms of this Lease shall be an absolute net return to the Landlord for the Lease Term, free from any expenses, charges, offsets, or deductions by reason of any obligation of the Landlord or any other reason. Rent shall be prorated on a thirty (30) day basis for any partial month during the Term of this Lease.

e. APPLICATION OF PAYMENTS. All payments received by the Landlord shall be applied first toward any delinquent Rent, then to accrued late charges and accrued interest, and then to the Tenant's current Rent obligations.

SECTION 4. SECURITY DEPOSIT.

1. The Tenant shall pay to the Landlord a Security Deposit in the amount stated in Paragraph 4 of the Lease Addendum. The Security Deposit shall be refunded to the Tenant no later than 21 days after the Termination Date, so long as the Tenant is not in default under this Lease, all Rent and other payments required under this lease have been paid, and the Leased Premises is returned to the Landlord in the condition it was delivered on the Commencement Date of this Lease, normal wear and tear excepted. Should the Tenant fail to carry out or perform any of the terms and provisions contained in this Lease, the Landlord may, at its option, and in addition to any other rights or remedies the Landlord may have at law or in equity, apply the Security Deposit or any part thereof for the purpose of remedying such default, in which case the original amount of such Security Deposit shall be promptly replenished by the Tenant within 10 days of Tenant's receipt of a written demand for reimbursement from the Landlord. In no event, however, may the Tenant require the Landlord to apply such Security Deposit or any part thereof for rent past due or to accrue hereunder. Such Security Deposit shall not be deemed to be trust funds and may be commingled with other funds of the Landlord without any interest thereon being payable to the Tenant. The relationship between the Landlord and the Tenant with respect to such Security Deposit shall be as debtor and creditor only, subject only to the provisions of this Lease.

SECTION 5. TAXES.

1. **PROPERTY TAXES.** Landlord shall be responsible for paying all taxes and assessments that may be levied or assessed against the Property by any lawful authority for each calendar year or partial calendar year during the Term of this Lease (Hereinafter referred to as "Property Taxes").
2. **PERSONAL PROPERTY TAXES.** Tenant shall be responsible for paying all personal property taxes that may be levied or assessed against the personal property of the Tenant located on the Leased Premises by any lawful authority for each calendar year or partial calendar year during the Term of this Lease (Hereinafter referred to as "Personal Property Taxes").

SECTION 6. USE OF THE LEASED PREMISES.

1. **APPROVED USE.** The Tenant shall use the Leased Premises only for the purpose identified in Paragraph 5 of the Lease Addendum, hereinafter referred to as the "Approved Use").

- a. The Tenant shall use the Leased Premises for no purpose other than the Approved Use without the written consent of the Landlord which shall not be unreasonably withheld.

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- b. The Tenant shall not commit or allow to be committed upon the Leased Premises any waste or public or private nuisance, or any other act or thing that disturbs, annoys or interferes with the rights of any other tenants or occupants of the Property. The Tenant shall not cause or permit any odors or fumes to emanate from the Leased Premises which the Landlord, in its sole discretion, shall consider to be objectionable. No auction, fire, bankruptcy, liquidation, sidewalk or any similar type of sale shall be conducted on the Leased Premises without Landlord's written consent. The Tenant shall not obstruct any sidewalks that may be located on or adjacent to the Property.

- c. Tenant's use of the Leased Premises shall be in full compliance with any and all laws, ordinances, codes, rules and regulations of any and all public authorities having jurisdiction over the Leased Premises, or over the business conducted by the Tenant thereon, specifically including, but not limited to the Americans with Disabilities Act of 1990, as amended. The Tenant shall, at its own cost and expense, comply promptly and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city governments and of any and all other governmental authorities or agencies affecting the Leased Premises or Tenant's use thereof. The Tenant expressly acknowledges that it shall be the sole responsibility of the Tenant to secure all necessary and appropriate permits, licenses and approvals from all governmental authorities having jurisdiction over the Tenant's Approved Use of the Leased Premises or over the business conducted by the Tenant thereon.

- d. **ENVIRONMENTAL.** The Tenant shall, during the entire term of this Lease, comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common-law requirements, which relate to the discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters that are or may come into existence during the term of this lease. All of the foregoing laws, regulations and requirements are hereinafter referred to collectively as "Environmental Laws". The Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Environmental Permits") and make all applicable filings required under the Environmental Laws that may be required to operate Tenant's business on the Leased Premises. The Environmental Permits and required filings shall be made available for inspection and copying by the Landlord at the Tenant's offices upon reasonable notice and during normal business hours.

- i. The Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Leased Premises except for such quantities of such

substances as may be necessary in the ordinary course of the Tenant's business provided that the Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Leased Premises or the Property, and the Tenant shall give the Landlord written notice of the identity of such substances. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance by the Tenant, then the actual costs thereof shall be reimbursed by the Tenant to the Landlord upon demand if such requirement applies to the Leased Premises. In addition, the Tenant shall execute affidavits, representations and the like from time to time at the Landlord's request concerning the Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Leased Premises.

- ii. The Tenant hereby agrees to indemnify and hold the Landlord harmless from any liability, claim or injury, including court costs and reasonable attorney fees, as well as the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by the Tenant, its agents or employees on, under or about the Leased Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with

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the Tenant's occupancy and use of the Leased Premises or the operation of the Tenant's business on the Leased Premises during the Term of this Lease. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

e. **GARBAGE REMOVAL/RECYCLING.** The Tenant shall keep the Leased Premises in a clean, and tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Leased Premises, the Property, or the Common Areas. The Landlord shall designate areas on the Property for placement of dumpsters for the Tenant's waste disposal. The Tenant shall use such dumpsters and areas as the Landlord shall designate for such purposes. The Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash into such categories as provided by law (hereinafter referred to collectively as "Recycling Laws"). Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles as specified by the Landlord or its agents. The Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on the Landlord or the Tenant by reason of the Tenant's failure to comply with the provisions of this paragraph, and at the Tenant's sole cost and expense, shall indemnify, defend, and hold the Landlord harmless of, from and against any and all actions, claims, and suits arising from such noncompliance, including court costs and reasonable attorney fees, utilizing counsel reasonably satisfactory to the Landlord.

f. **RULES AND REGULATIONS.** Tenant shall abide by any rules and regulations, and any amendments thereto, that the Landlord may adopt from time to time for the general safety, comfort and convenience of the Landlord, the Tenant and other occupants of the Property, including rules and regulations governing Tenant's use of the parking lot and all other Common Areas on the Property. All such rules and regulations adopted by the Landlord, and any amendments thereto are hereby incorporated into this Lease by reference.

g. **PARKING AREAS AND COMMON AREAS.** Overnight parking of vehicles on the Property is prohibited. Any vehicle parked on the Property overnight may be ticketed and/or towed at the vehicle owner's expense. Landlord reserves the right to close any portion of the Parking Area and/or Common Areas to such extent as may, in Landlord's sole discretion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord shall at all times have full control, management and direction over the Parking Area and Common Areas. Tenant shall not cause or allow the storage of any materials, equipment or other personal property outside of the Leased Premises, in any of the Common Areas, or in the Parking Areas. Landlord reserves the right to reduce, increase, enclose, or otherwise change the size, number, lay-out and nature of the Parking Areas and Common Areas, to construct additional buildings and stories, to create additional rentable areas through the use and/or enclosure of Common Areas and Parking Areas, to close portions of the Common Areas and Parking Areas for maintenance, repair and/or replacement, to place signs in the Common Areas and Parking Areas and on the Buildings located on the Property, to change the name or address of the Property and to change the nature of the use of any portion of the Property, provided that none of the foregoing changes and/or restrictions would unreasonably and adversely affect the Tenant's business operations on the Leased Premises.

SECTION 7: CONDITION OF PREMISES AND ALTERATIONS BY THE TENANT.

1. **AS IS, WHERE IS, WITH ALL FAULTS CONDITION.** The Tenant acknowledges that the Tenant has inspected the

Leased Premises, knows the condition thereof and is leasing the Leased Premises in its present "as is, where is, with all faults" condition. Except as provided in Paragraph 6 of the Lease Addendum, the Landlord shall not be required to rework, remodel or recondition the Leased Premises in any manner whatsoever for the Tenant's use and occupancy thereof. No warranties or representations are made or have been made by the Landlord or its agents and representatives that are not expressly set forth herein.

2. ALTERATIONS, ADDITIONS AND CAPITAL IMPROVEMENTS. Except as provided in Paragraph 6 of the

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Lease Addendum, the Tenant shall not make any alterations, additions or capital improvements to the Leased Premises without first obtaining the Landlord's written consent, which may be withheld in the Landlord's sole discretion, and delivering to the Landlord the plans and specifications therefore. Any and all alterations, additions, changes or capital improvements to the Leased Premises or any portion thereof, shall be performed by the Tenant at the Tenant's sole cost and expense.

- a. All such additions, alterations, capital improvements or changes to the Leased Premises shall be done in a good and workmanlike manner in compliance with all building codes and regulations then in effect by contractors holding the appropriate and necessary licenses and permits, and by contractors approved of by the Landlord in writing. Upon completing such additions, alterations, capital improvements or changes, Tenant shall provide the Landlord with copies of the as-built blueprints, plans and specifications therefore.
- b. The Tenant shall indemnify the Landlord and save the Landlord harmless from and against any and all claims, costs and expenses on account of such additions, alterations, capital improvements or changes to the Leased Premises.
- c. Tenant agrees and acknowledges that, except as otherwise stated herein, upon the Termination Date of this Lease, the Tenant shall not be entitled to recover any monies expended by the Tenant for such additions, alterations, capital improvements or changes to the Leased Premises, and further agrees and acknowledges that all such additions, alterations, capital improvements or changes to the Leased Premises shall accrue to and be deemed owned by the Landlord.
- d. The Tenant shall employ only such labor in performing said additions, alterations, improvements or changes to the Leased Premises during the term of this lease as will not cause any conflict or controversy with any labor organization representing the building trades performing work for the Landlord in or about the Leased Premises or the Property.
- e. Nothing contained in this Section or in any part of this Lease shall be taken or construed to create any agency between the Landlord and the Tenant or to authorize the Tenant to do any act or thing or to make any contract so as to encumber in any manner the title of the Landlord to the Property or Leased Premises or to create any claim or lien upon the interest of the Landlord in the Property or Leased Premises, it being expressly agreed and covenanted that all of the cost and expense of the Tenant for additions, alterations, capital improvements or changes, or any other work undertaken by the Tenant affecting the Property or Leased Premises, shall be promptly paid for by the Tenant as required by the terms of its contracts or agreements with the general contractor and all subcontractors and materialmen. If any lien is at any time filed or recorded as a consequence of the Tenant's work, the Tenant shall, within 30 days of such a filing, either obtain the release and satisfaction of record of such lien or shall indemnify, defend and hold the Landlord harmless of and from the same, including all court costs and reasonable attorney's fees incurred by the Landlord in defending the same.

SECTION 8: REPAIRS AND MAINTENANCE.

1. **TENANT'S OBLIGATIONS.** The Tenant shall at all times during the term of this Lease, at the Tenant's sole cost and expense, keep, maintain, repair or replace, as is necessary, the interior of the Leased Premises, including but not limited to the doors; door checks; the interior surfaces of walls, ceilings and floors; interior and exterior

windows and plate glass; HVAC systems and components; electrical systems and components; plumbing lines, fixtures and components; sewer lines (to main sewer lines), plumbing fixtures and components; sprinkler systems; fire suppression and control systems; and all other mechanical equipment located on and/or associated with the Leased Premises. The Tenant shall not defer any repairs or replacements to any portion of the Leased premises by reason of anticipation of the expiration of the term hereof. The surrender of the Leased Premises upon the expiration or termination of this Lease shall not relieve the Tenant of the obligation to pay for all repairs or replacements to the Leased Premises which the Tenant was obligated to perform during the lease Term, which obligations shall survive the expiration or termination of this Lease.

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- a. Tenant agrees and acknowledges that upon the termination of this Lease, the Tenant shall not be entitled to recover any monies expended by the Tenant for any such maintenance, repairs or replacements made to any portion of the Leased Premises and further agrees and acknowledges that, except as otherwise stated herein, all such maintenance, repair or replacements shall accrue to and be deemed owned by the Landlord.

2. LANDLORD'S OBLIGATIONS. With the exception of any repairs caused or necessitated as a result of the negligence of the Tenant, its agents, employees or invitees, the Landlord shall be responsible for maintaining, repairing and/or replacing the improvements located on the Property, including the foundation, roof, Common Areas and exterior walls of the buildings located on the Property, as well as the sidewalks, parking lots and driveways located on the Property. Tenant agrees to provide the Landlord with reasonable access to the Leased Premises to perform such repairs, maintenance and/or replacement. To the extent possible and reasonably practicable, Landlord shall conduct such repairs, maintenance and/or replacement in such a manner as to not unreasonably interfere with the Tenant's use of the Leased Premises. The Tenant shall not be entitled to an abatement of rent, and Landlord shall have no liability by reason of any injury to or interference with the Tenant's business when such injury or interference arises out of Landlord's reasonable efforts to make such repairs, maintenance and/or replacement to the Property or Leased Premises. Landlord shall not be liable to Tenant for any failure to make any necessary repairs, maintenance and/or replacement unless such failure shall persist for an unreasonable time after Landlord receives written notice of the need for such repairs, maintenance and/or replacement from the Tenant.

3. LANDLORD'S RIGHT TO INSPECT AND INSTITUTE REPAIRS. The Landlord shall have the right to conduct inspections of the Leased Premises upon reasonable notice to the Tenant and during normal business hours for the purposes of determining whether Tenant is performing its obligations under this Lease. If the Landlord determines that the Leased Premises, or any portion thereof that is required to be repaired, maintained and/or replaced by the Tenant, is in need of repairs, maintenance and/or replacement, the Landlord shall provide the Tenant with a written request to undertake or effect such repairs, maintenance and/or replacement within 30 days. If the Tenant fails to undertake or effect such repairs, maintenance and/or replacement within 30 days of receiving said written notice from the Landlord, the Landlord may elect to undertake or effect said repairs, maintenance and/or replacement, in which case, the cost of such repair or maintenance plus an additional 25% thereof, shall be charged to the Tenant as Additional Rent.

- a. **EMERGENCY REPAIRS.** If the Landlord determines that immediate repairs, maintenance and/or replacement must be made to the Leased Premises to prevent significant and material damage to the Property, the Leased Premises or any portion thereof, the Landlord may elect to undertake such repairs, maintenance and/or replacement, in which case, the cost of such repairs, maintenance and/or replacement shall be charged to the Tenant as Additional Rent.

SECTION 9: UTILITIES.

1. From and after the Commencement Date, the Tenant shall be responsible for and shall promptly pay all charges for heat, gas, electricity, water and sewer, telephone, internet, cable TV, satellite TV and any and all other separately metered utility services used or consumed by the Tenant on the Leased Premises. The Tenant shall keep the Leased Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. In no event shall the Landlord be liable for, nor shall Tenant

be entitled to an abatement of rent for any interruption or failure in the supply of any utility service to the Leased Premises, nor shall any such failure or interruption in the supply of any utility service be deemed an eviction, constructive or otherwise, of the Tenant or relieve the Tenant of its obligation to fully complete the performance of Tenant's obligations under this Lease, unless such failure or interruption in service is caused by the negligence of the Landlord or the Landlord's agents or employees. Landlord shall not be liable to Tenant for any loss, damage, or expense that Tenant may sustain if the quantity or character of any utility service is changed or discontinued by the provider of such utility service, or if such utility service no longer meets the Tenant's requirements.

SECTION 10: SIGNS/TRADE FIXTURES.

1. The Tenant shall not place any signs, lettering, or any other projections upon any portion of the Leased

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Premises, without Landlord's prior written consent, which shall not be unreasonably withheld, and without first obtaining all required permits and approvals from any municipal, state or federal authority having jurisdiction over the Leased Premises or Tenant's Approved Use thereof. Any approved signs and/or trade fixtures shall be installed and maintained by Tenant at Tenant's sole cost and expense. Unless otherwise agreed by Landlord and Tenant in writing, upon the termination or expiration of this lease, Tenant shall be required to remove any such signs and/or trade fixtures at Tenant's sole cost and expense.

SECTION 11: INSURANCE AND INDEMNITY.

1. **GENERAL PROVISIONS.** All insurance policies required to be carried by the Tenant shall name the Landlord, and any other parties in interest designated by the Landlord, and the Tenant as an insured. All such policies required to be carried by the Tenant shall be written as primary policy coverage and not contributing with or in excess of any coverage that Landlord may carry, and shall contain a clause stating that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance coverage required herein may be furnished by the Tenant under any blanket policy carried by it or under a separate policy therefore, provided that such blanket policy contains an endorsement that names the Landlord and any other parties in interest designated by the Landlord as an additional insured, references the Leased Premises and guarantees a minimum limit available for the Leased Premises equal to the insurance amounts required in this Lease, or as may be designated by the Landlord. All insurance policies shall be with an insurance company approved by the Landlord and a copy of the paid-up policies evidencing such insurance or a certificate of insurance certifying to the issuance of such policies shall be delivered to the Landlord prior to commencement of this Lease, and such delivery shall also be made upon renewal of such policies not less than thirty (30) days prior to the expiration of such coverage.
2. **TENANT'S OBLIGATIONS.** Tenant shall obtain, and keep in full force and effect during the Term of this Lease, a Renter's insurance policy, or policies, containing the following provisions:
 - a. **HAZARD INSURANCE.** The Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief and other such perils as are from time to time included in a standard extended coverage endorsement, insuring the betterments and improvements made by the Tenant to the Leased Premises and the Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal business property located on or within the Leased Premises, in an amount equal to not less than 100% of their replacement cost.
 - b. **COMPREHENSIVE GENERAL PUBLIC LIABILITY INSURANCE.** Tenant shall maintain a policy of comprehensive general public liability insurance with respect to the Leased Premises and Tenant's Business, with primary coverage per accident or occurrence in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit.
 - c. **BUSINESS INTERRUPTION INSURANCE.** The Tenant agrees to carry, at its expense, adequate business interruption insurance.

d. **PLATE GLASS INSURANCE.** The Tenant agrees to carry, at its expense, adequate plate glass insurance.

e. The Tenant shall not, except as specifically permitted herein, carry any stock of goods or do anything in or about the Leased Premises that would in any way tend to increase the insurance rates on the Leased Premises or its buildings and improvements. The Tenant shall not install or maintain any electrical equipment that overloads the electrical lines on the Property or Leased Premises. The Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction over the Property, Leased Premises or the Tenant's Approved Use thereof.

3. LANDLORD'S OBLIGATIONS. Landlord agrees to carry the following insurance coverage: a. **HAZARD**

INSURANCE. Landlord shall maintain a policy of insurance with respect to the buildings

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and other improvements and Landlord's personal business property located on the Property, insuring against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, in an amount not less than 100% of their replacement value. In addition, Landlord shall maintain insurance coverage for loss of rent in an amount commensurate with the total rentals received by the Landlord on the Property.

b. **COMPREHENSIVE GENERAL PUBLIC LIABILITY INSURANCE.** Landlord shall maintain a policy of comprehensive general public liability insurance with respect to the Property, with primary coverage per accident or occurrence in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit.

4. INDEMNITY.

a. The Tenant hereby indemnifies the Landlord, and agrees to save Landlord harmless of, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to persons or property arising from or out of any occurrence in, upon or at the Property or Leased Premises or any breach or default by the Tenant in the performance of any provision of this Lease on the Tenant's part to be performed. In case the Landlord shall be made a party to any litigation arising out of any such occurrence, then the Tenant shall indemnify, defend and hold the Landlord harmless of and from any and all court costs and reasonable attorney fees incurred or paid by the Landlord in connection with such litigation. The Tenant's obligations pursuant to this Paragraph shall survive the expiration or termination of this Lease.

b. The Tenant hereby agrees to indemnify, defend and hold the Landlord harmless of and from any and all liability, claim or injury, including court costs, reasonable attorney fees, and the costs of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by the Tenant, its agents and employees on, under or about the Leased Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the Tenant's use or occupancy of the Leased Premises, or the operation of the Tenant's business on the Leased Premises during the Term of this Lease. The foregoing covenants and indemnification shall survive the expiration or termination of this Lease.

5. WAIVER OF SUBROGATION. Landlord and Tenant hereby expressly release each other from any liability that each party may have on account of any loss to the Property or Leased Premises or the contents of either due to fire or any peril included in the coverage of any and all applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such

party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by Tenant, then for purposes of this waiver of subrogation it shall be deemed to have fully insured and to have recovered the entire amount of its loss.

SECTION 12: DESTRUCTION OF THE LEASED PREMISES.

1. In the event the Leased Premises shall be partially or totally destroyed by fire or other insured casualty so as to become partially or totally un-tenantable, the damage to the Leased Premises shall be promptly repaired by the Landlord (provided that the Landlord shall not be obligated to expend for such repairs an amount in excess of the insurance proceeds available to the Landlord for such rebuilding, and the Landlord shall not be obligated to repair the Leased Premises if any municipal or state authority prohibits rebuilding), unless the Landlord shall elect not to rebuild as hereinafter provided, in which case a just and proportionate part of the Rent shall be abated until so repaired, unless the damage was caused by the negligent act or omission of the Tenant, its agents, employees, customers or guests, in which case, there shall be no

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abatement. In no event shall the Landlord be required to repair or replace the Tenant's betterments and improvements or merchandise, trade fixtures, furnishings or equipment. If more than fifty percent (50%) of the Leased Premises shall be damaged or destroyed by fire or other casualty, then the Landlord may elect either to repair or rebuild the Leased Premises or to terminate this Lease. If Landlord elects to terminate this lease, written notice shall be given to the Tenant within sixty (60) days after the occurrence of such damage or destruction, and this Lease shall terminate sixty days after the date of said notice, whereupon the Tenant shall vacate the Leased Premises. If the Landlord is required to or elects to repair or rebuild the Leased Premises as herein provided, the work shall be initiated with reasonable dispatch and diligently proceeded with to completion and the Tenant shall repair or replace its merchandise, trade fixtures, furnishings and personal property in a manner and to at least a condition equal to that prior to its damage or destruction.

SECTION 13: EMINENT DOMAIN.

1. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by the Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking.
2. If more than 50% of the Leased Premises shall be taken under eminent domain, the Tenant shall have the right, subject to the Landlord's right of termination as set forth below, to either terminate this Lease or to continue in possession of the remainder of the Leased Premises, and the Tenant shall notify the Landlord in writing within 10 days after such taking. In the event the Tenant elects to remain in possession, all of the terms herein provided shall continue in effect and the Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the basic building as originally furnished by the Landlord so as to constitute the remaining Leased Premises a complete architectural unit. If 50% or less of the Leased Premises shall be so taken, the Lease shall cease only on the part so taken as of the day possession shall be taken by such authority and the Tenant shall pay rent up to that day, with an appropriate refund by the Landlord of such rent as may have been paid in advance for any period subsequent to the date of the taking, and thereafter the Rent shall be reduced in proportion to the amount of the Leased Premises so taken. The Landlord, following such a taking, shall with all reasonable dispatch, at its expense, make all necessary repairs or alterations to the basic building as originally furnished by the Landlord so as to constitute the remaining Leased Premises a complete architectural unit.
3. If more than 50% of the Leased Premises shall be taken under power of eminent domain, the Landlord may, by written notice to the Tenant, delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

4. All damages awarded for taking under the power of eminent domain of any part of the Leased Premises shall belong to and be the sole property of the Landlord, and the Tenant shall have no claim for loss of its leasehold estate or the value of the un-expired Term hereof; provided however, the Tenant shall have the right to pursue such claim or claims as the Tenant may have legally for relocation expenses, interruption of business and such other items which do not affect the award or proceeds of sale otherwise payable to the Landlord.

SECTION 14: ASSIGNMENT AND SUBLETTING.

1. The Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, by operation of law or otherwise or sublet the Leased Premises or any part thereof, without the prior written consent of the Landlord. Consent by the Landlord to one or more assignment of this Lease or to one or more subletting of said Leased Premises shall not operate to exhaust the Landlord's rights under this Section.

2. The following shall be deemed to be an assignment of this Lease within the meaning of this Section:

- a. The sale, issuance, or transfer of any voting capital stock of the Tenant or of the Tenant's permitted assigns and subtenants (if the Tenant or such assigns or subtenants be a non-public

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corporation), which results in a change in the voting control of the Tenant or such assigns or subtenants; a transfer of stock shall not be deemed an assignment of this Lease if voting control is transferred by a shareholder presently having voting control to a family member;

- b. The sale, issuance, or transfer of any partnership interest in the Tenant or in the Tenant's permitted assigns and subtenants (if the Tenant or such assigns or subtenants be a partnership); and

- c. The death or incapacity of the Tenant or of the Tenant's permitted assigns and subtenants (if the Tenant or such assigns or subtenants be a natural person).

3. In the event that the Tenant assigns, sublets or in any manner transfers this Lease or any estate or interest therein, the Tenant shall in no way be released from any of its obligations under this Lease.
4. Tenant shall be responsible for preparing, in a manner and form approved by the Landlord, at Tenant's sole cost and expense, any and all documents necessary to effect such assignment, transfer or subletting. As an additional condition for obtaining the approval of the Landlord, the Tenant shall pay any costs incurred by the Landlord, including reasonable attorney's fees, in reviewing said documents necessary to effect such assignment, transfer or subletting of the Leased Premises.
5. Any assignment, sublease or other transfer of this Lease or the Tenant's interest or estate therein, which is approved by the Landlord, shall be contingent upon the assignee, transferee or sub-tenant executing an agreement to be bound by all of the terms of this Lease, in its entirety, for the remaining term of this Lease.
6. The Landlord shall have the absolute and unrestricted right to sell or assign this Lease to any person or entity. Landlord shall provide Tenant with written notice of such assignment at least ten (10) calendar days prior to the effective date such assignment.

SECTION 15: ESTOPPEL CERTIFICATE.

1. The Tenant agrees, within ten (10) business days after receiving a written request from the Landlord, to execute in recordable form and deliver to the Landlord a written statement certifying (if such be the case) (a) that this Lease is in full force and effect, (b) the date of commencement of the Term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, (e) that there are no uncured defaults by the Landlord or, if such defaults are claimed, stating the facts giving rise thereto, and (f) other similar matters as may be requested by the Landlord or its mortgagees or

prospective mortgagees. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Tenant.

2. The Tenant agrees that this Lease shall, at the option of the holder of any mortgages now or hereafter placed upon the Leased Premises, be subject and subordinate to the lien of any such mortgages and to any amendments, replacements and extensions thereof, without the necessity of the execution and delivery of any further instruments on the part of the Tenant to effectuate such subordination. The Tenant covenants and agrees to execute and deliver to the Landlord such further instruments evidencing the subordination of this Lease to the lien of any such mortgages as may be hereafter executed affecting the Leased Premises, provided that the holder of any mortgage has agreed not to terminate or disturb the Tenant's right to use and occupy the Leased Premises pursuant to the terms of this Lease so long as the Tenant is not in default hereunder.

3. The failure of the Tenant to execute instruments effectuating the foregoing, within ten (10) business days upon written request to do so by the Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, and upon ten (10) days advance written notice to Tenant cancel this Lease and terminate the Tenant's interest therein. Further, the Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments if the Tenant fails to execute such instruments within the time period as aforesaid.

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SECTION 16: TENANT'S PROPERTY.

1. Unless caused by the negligence of the Landlord, its agents, employees or assigns, the Landlord shall not be liable to the Tenant, and the Tenant hereby waives any and all claims against the Landlord for any injury or damage to any person or property in or about the Property or Leased Premises, or any part thereof, or any of Tenant's personal business property located thereon arising from or relating to the flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, mold, asbestos, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about the Property or Leased Premises belonging to the Tenant, its agents, employees or invitees shall be there at the risk of the Tenant or other person only, and the Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof.

2. The Tenant shall give immediate notice to the Landlord in the event of a fire or other accident occurring in or on the Property or Leased Premises.

SECTION 17: NOTICES.

1. All notices and demands by either party to the other shall be given in writing and delivered personally or sent by United States certified mail, postage prepaid, and addressed to the Landlord or the Tenant, as the case may be, at the address listed in Paragraph 7 of the Lease Addendum

SECTION 18: RIGHT TO ENTER AND VIEW.

1. The Landlord or the Landlord's agents, employees or contractors shall have the right to enter the Leased Premises at all reasonable times with 12 hours prior written notice to the Tenant (except in the event of an emergency, in which case, no notice shall be required) to examine the same, and to show the same to prospective purchasers or mortgagees of the building. Tenant shall provide Landlord with a set of keys to all areas of the Leased Premises. Landlord may post "For Sale" signs on the Leased Premises, and Tenant shall permit them to remain therein without molestation. During the six (6) months prior to the expiration of the Term of this Lease the Landlord may exhibit the Leased Premises to prospective tenants and place

upon the Leased Premises the usual notices "To Let" or "For Rent" which notices the Tenant shall permit to remain therein without molestation.

SECTION 19: DEFAULT BY THE TENANT.

1. Any of the following occurrences shall constitute a default of this Lease:

- a. The Tenant fails to pay an installment of Rent or any other charges due hereunder when the same shall be due, or
- b. The Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by the Tenant for more than five (5) days after the written notice of such default has been given to the Tenant, unless the Tenant has made reasonable efforts to remedy the default, and is unable to completely remedy the default within a reasonable time due to circumstances beyond the control of Landlord or Tenant, or
- c. The Tenant abandons the Leased Premises by failing to occupy the same for more than five (5) consecutive days, or
- d. The Tenant or any guarantor of this Lease is adjudged bankrupt or insolvent or makes an assignment for the benefit of creditors, or
- e. A receiver or trustee of the Tenant's property or that of any guarantor of this Lease is appointed and such receiver or trustee, as the case may be, is not discharged within thirty (30) days after such appointment, or
- f. An execution or attachment is levied against the Tenant's property or that of any guarantor of this Lease, or
- g. This Lease, by operation of law, devolves upon or passes to any person or persons other than the Tenant (except with the Landlord's express prior written consent).

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2. Upon any default, the Landlord shall provide the Tenant with a written notice identifying the nature of the default, demanding that the Tenant cure the default within five (5) days of the giving of said notice, and informing the Tenant that the Lease will be terminated unless the Tenant cures the default within five (5) days of the giving of said notice. Said Notice shall be delivered in person; by Certified Mail with return receipt requested; by posting said notice in a conspicuous place on the door to the Leased Premises and by mailing a copy to the Tenant at the address listed under Section 17 of this Lease; or in any other manner permitted by law for the giving of such notices. If the Tenant cures the default within five (5) days of the giving of said notice, then this Lease shall continue unaffected. If the Tenant fails to cure the default within five (5) days of the giving of said notice, this lease may be terminated by the Landlord and Landlord may thereafter commence suit to recover possession of and re-enter the Leased Premises without affecting the Tenant's liability for past due Rent, or other charges that accrue during the remaining term of this Lease. In the event of any such default, the Landlord shall be entitled to recover from the Tenant, in addition to Rent and other charges equivalent to Rent, all other damages sustained by the Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and reasonable attorney's fees incurred by the Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Leased Premises and for the cost of repairs, alterations and reasonable brokerage and reasonable attorney's fees connected with the re-letting of the Leased Premises. As an alternative, at the election of the Landlord, the Landlord shall have the right, by written notice given to the Tenant at any time after the Landlord recovers possession of the Leased Premises, to declare this Lease terminated and canceled, without any further rights or obligations on the part of the Landlord or the Tenant (other than the Tenant's obligation for rent and other charges due and owing through the date of termination), so that the Landlord may re-let the Leased Premises without any right on the part of the Tenant to any credit or payment resulting from any re-letting of the Leased Premises. In case of a default under this Lease, the Landlord may, in addition to

terminating this Lease, or in lieu thereof pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

3. The rights and remedies of the Landlord under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by the Landlord of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of the Landlord's right to enforce the payment of subsequent installments of Rent or any of the Landlord's rights under this Lease by such remedies as may be appropriate.
4. No extension of time, forbearance, neglect or waiver on the part of the Landlord with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel against the Landlord. After the service of a notice or the commencement of a suit or after final judgment for possession of the premises, the Landlord may receive and collect any rent due and apply the same as and for use and occupancy, and the payment and receipt thereof shall not waive or affect any such notice, suit or judgment.
5. The Landlord shall have the right at any time, after five (5) days written notice to the Tenant (or without notice in case of emergency or in case any fine, penalty, interest or cost may otherwise be imposed or incurred) to make any payment or perform any act required of the Tenant under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. Nothing herein shall imply any obligation on the part of the Landlord to make any payment or perform any act required of the Tenant and this exercise of the right to do so shall not constitute a release from any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to the Landlord by the Tenant within ten

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(10) days after such payment, together with interest at the Default Interest Rate (as hereinafter defined), from the respective dates of the making of such payments or the incurring of such costs and expenses.

6. Except as otherwise provided in the Lease, the Tenant shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the Landlord in enforcing the covenants and agreements of this Lease.

SECTION 20: SURRENDER.

1. On the last day of the Term, or upon the sooner termination thereof, the Tenant shall peaceably and quietly surrender the Leased Premises in good order, condition and repair, reasonable wear and tear excepted. All alterations, additions, improvements and fixtures, except as otherwise provided in the Lease, which may be made or installed by either the Landlord or the Tenant upon the Leased Premises, and all hard surface bonded or adhesively affixed flooring or attached carpeting shall be the property of the Landlord and shall remain upon and be surrendered with the Leased Premises without compensation or credit to the Tenant; provided, however, if prior to said termination, or within fifteen (15) days thereafter, the Landlord so directs by written notice to the Tenant, the Tenant shall promptly remove the additions, improvements, fixtures and installations which were placed in the Leased Premises by the Tenant and which are designated in said notice, and in default thereof, the Landlord may effect said removals and the Tenant will pay to the Landlord, on demand, the cost thereof, with interest at the Default Interest Rate from the date of such removal by the Landlord. The Tenant's property not so removed may, at the Landlord's option, be deemed abandoned and the property of the Landlord. If the Leased Premises are not surrendered at the end of the Term, the Tenant shall indemnify the Landlord against all loss or liability resulting from delay by the Tenant in so surrendering the Leased Premises, including, without limitation, any claim made by any party succeeding the Tenant founded on such delay. The Tenant shall also surrender all keys for the Leased Premises and shall inform the Landlord of combinations on any locks, safes and vaults, if any, on the Leased Premises.

SECTION 21: QUIET ENJOYMENT.

1. If and so long as the Tenant pays the Rent and all other amounts due and owing to the Landlord hereunder, and performs and observes all of the covenants and provisions hereof, the Tenant shall quietly enjoy the Leased Premises, without hindrance, disturbance or molestation from the Landlord, subject, however, to the terms of this Lease.

SECTION 22: HOLDING OVER.

1. In the event the Tenant remains in possession of the Leased Premises after the expiration of this Lease, with the consent of the Landlord and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises as a tenant on a month-to-month basis, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, and subject to the Landlord's right to terminate the tenancy at any time with 28 days advance written notice prior to the end of a rent payment period, or any shorter period permitted by law. For any period that the Tenant shall remain in possession of the Leased Premises without the Landlord's consent, the Tenant shall pay a use and occupancy charge equal to two times the Rent in effect immediately prior thereto, computed on a daily basis.

SECTION 23: MISCELLANEOUS.

1. This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, agreements, conditions and understandings between the Landlord and the Tenant concerning the Leased Premises and there are no other agreements, either oral or written, between them except as herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by each party.

2. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

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3. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

4. Except as specifically provided herein, any amount due from the Tenant to the Landlord hereunder which is not paid when due shall bear interest at a rate equal to 18.00% per annum (hereinafter referred to as the "Default Interest Rate") (but in no event shall such rate of interest exceed the maximum rate of interest then permitted by law, if any), from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by the Tenant under this Lease.

5. The covenant to pay rent is hereby declared to be an independent covenant on the part of the Tenant to be kept and performed, and no offset thereto shall be permitted or allowed.

6. In case of emergency (the existence of which shall be determined by the Landlord), if the Tenant shall not be present to permit entry, the Landlord or its representatives may enter the same forcibly without rendering the Landlord or its representatives liable therefore or affecting the Tenant's obligations under this Lease.

7. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the total amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord shall accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

8. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease shall become effective as a Lease only upon execution and delivery thereof by the

Landlord and the Tenant.

9. This Lease shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.
10. The Tenant shall, in the event of the sale or assignment of the Landlord's interest in the Leased Premises, or in the event of any proceedings brought for the foreclosure thereof, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.
11. In the event of any sale or other transfer of the land or buildings constituting the Leased Premises, or of this Lease, the Landlord shall be entirely relieved of all obligations hereunder from and after the date of the transfer; provided, however, that the transferee shall assume the same.
12. If the Landlord fails to perform any covenant, term or condition of this Lease upon the Landlord's part to be performed, and if as a consequence of such default, the Tenant recovers a money judgment against the Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title, and interest of the Landlord in the Property and out of rents or other income from the Property receivable by the Landlord, or out of the consideration received by the Landlord from the sale or other disposition of all or any part of the Landlord's right, title and interest in the Property, and the Landlord shall not be liable for any deficiency.

13. In the event the Landlord desires to obtain mortgage financing and the Landlord's mortgagee or mortgagees request modifications or amendments to this Lease, then the Tenant agrees to execute, within a reasonable time, but not to exceed 30 days, such modifications or amendments as may be required. Notwithstanding the foregoing, the Tenant shall not be required to execute any modifications or amendments to this Lease which shall modify the provisions of this Lease relating to the amount of rent reserved, the size and location of the Leased Premises and the duration of the Term of this Lease, or the amount of the Security Deposit held by the Landlord. The Tenant further agrees to furnish, within 10 days of receiving a written

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request from Landlord, such financial information as may be required by the Landlord or the Landlord's mortgagee and to otherwise cooperate with the Landlord's efforts in obtaining said mortgage financing. Tenant's obligation to provide such financial information shall be conditioned upon Landlord and Landlord's mortgagee executing Tenant's standard confidentiality agreement with regards to the disclosure of Tenant's financial information.

14. The consent or approval by the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing and is signed by the Landlord.
15. If the Tenant is more than one natural person, the individuals collectively referred to herein as the Tenant shall be jointly and severally liable with respect to the obligation to pay Rent and all of the other obligations, covenants and agreements of the Tenant set forth in this Lease.
16. If the Tenant is a Corporation, Limited Liability Company, or other business entity, the Tenant represents and warrants that the execution and delivery of this Lease has been duly authorized by the board of directors and/or members of the Tenant, and that the officers or members of the Tenant who are executing and attesting to this Lease have full power, authority and right to do so, and the execution of this Lease by such officers and/or members is sufficient and legally binding on the Tenant without the joinder or approval of any other party.
17. The term "Business Day" as used herein shall specifically exclude Sundays and Federal holidays. All other

references to "day" or "days" shall be construed as calendar days.

18. Landlord hereby notifies Tenant that Landlord shall not store any property left on the Leased Premises by the Tenant after the termination or expiration of the Lease. With the exception of prescription medication and prescription medical devices, which landlord shall store in accordance with the requirements of the Wisconsin Statutes, all other property of the Tenant left on the Leased Premises after termination or expiration of the Lease shall be considered abandoned property and Landlord may dispose of such abandoned property in any manner that the Landlord sees fit, without further notice and without further obligation to account to the Tenant for such abandoned property.

19. Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representative, successors in interest and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

TENANT:

Kulbir Sra
dotloop verified
09/07/24 1:19 PM CDT
LPLF-AXG6-3LDS-PHG4

Derrick Ahmad Riley
dotloop verified
03/26/25 1:24 PM CDT
H9UY-Y73E-HVDS-GBLG

By: Kulbir Sra

By: Derrick Ahmad Riley

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EXHIBIT A

LEGAL DESCRIPTION

LANDS IN SE 1/4 SEC 4-7-21 COM 1416.86' W OF SE CO R SD 1/4 SEC-TH N 190'-TH W 40'-TH S 190'-TH E 40'

Property address: 8000 W. Capitol Drive, Milwaukee, WI 53222
Tax Key No.: 2529994113



APPLICATION AMENDMENT [2]

Office of the City Clerk License Division
200 E. Wells Street, Room 105, Milwaukee, WI 53202 (414) 286-2238

Date: 3/21/2025 [2]

To the License Division of the City of Milwaukee:

I, Kryctal Rouse, wish to amend my answer(s) on the application for a

(full legal name)

Btavern, food prep

(type of license)

license at

8000 w Capitol Dr. 53222

(premises address, if applicable)

by adding or amending the following information (complete only those sections being amended):

1. Answer to Question(s) # _____ should be: _____
2. Agent should be (full legal name): Derrick Riley Also complete 3, 4, 5 & 6
3. Date of birth should be: 05/21/1980
4. Home address should be (include city/state/zip): 10242w fountain ave
Milwaukee WI 53224 #1201
5. Phone number should be (include area code): 414-889-5495
6. Driver's License Number/State ID Number should be: R400-1618-0181-00
7. Corporation/LLC name should be (full legal name): _____
8. Business name should be: _____
9. Premises address should be (include city/state/zip): _____
10. Business phone number should be (include area code): _____
11. Mailing address should be (include city/state/zip): _____
12. Email address should be: _____
13. Recycling/Salvaging/Towing: Location where vehicle will be parked should be (include city/state/zip): _____
14. Class B Tavern: Age Distinction should be: 30 & up
15. Other: Derrick Riley is only an agent (no 20% ownership). Age limit is 30 & up.
Hours are from 10am to 11pm Sun-Mon.

(Check with the License Division before submitting "Other" amendments using this form.)

Signature of Licensee (Individual, Partner, or Agent of Corp/LLC)

Office Use Only: Application #: 376451 Date: 3/25/25 Initials: TR To LC: _____LC Email: ☐MPD ☐NS ☐HD Initials: _____



APPLICATION AMENDMENT

Office of the City Clerk License Division

200 E Wells Street, Room 105, Milwaukee, WI 53202 (414) 286-2238

Date: **3/14/25**

To the License Division of the City of Milwaukee:

Kryctal Rouse

(full legal name)

Btavern, food, prep license at **8000 W Capitol Dr 53222**

(type of license)

(premises address, if applicable)

by adding or amending the following information (complete only those sections being amended):

1. Answer to Question(s) # _____ should be: _____
2. ~~Answer to Question(s) # _____ should be: _____~~ **Derrick A Riley** Also complete 3, 4, 5 & 6
3. ~~Answer to Question(s) # _____ should be: _____~~ **05/21/1980**
4. ~~Answer to Question(s) # _____ should be: _____~~ **10242 W Fountain Ave**
Milwaukee, WI 53224 #1201
5. ~~Answer to Question(s) # _____ should be: _____~~ **414-899-5495**
6. ~~Answer to Question(s) # _____ should be: _____~~ **R400-1618-0181-00**
7. Corporation/LLC name should be (full legal name): _____
8. Business name should be: _____
9. Premises address should be (include city/state/zip): _____
10. Business phone number should be (include area code): _____
11. Mailing address should be (include city/state/zip): _____
12. Email address should be: _____
13. Recycling/Salvaging/Towing: Location where vehicle will be parked should be (include city/state/zip): _____
14. Class B Tavern: Age Distinction should be: _____
15. Other: _____

(Check with the License Division before submitting "Other" amendments using this form.)

Office Use Only: Application #: **376451** Date: **3/14/25** Initials: **TR** To LC: _____LC Email: ☐MPD ☐NS ☐HD Initials: _____

Form
AB-200Alcohol Beverage License
Application

For Municipal Use Only

Municipality

Renew by Date

License Period

12/10/2021
Specifying Order
Service Fee Only

- ☐ Class "A" Beer \$ _____ ☐ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

BETWEEN 3/14/21

PER 3/14/21 PER 3/14/21

Fees

License Fees

\$

Background Check Fee

\$

Publication Fee

\$

Total Fees

\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
The Lunchroom LLC2. Business Trade Name or DBA
The Lunchroom

3. FEIN

(873)293-231

4. Wisconsin Seller's Permit Number

456-1030837324-04

5. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

6. State of Organization

Wisconsin

7. Date of Organization

09/19/2021

8. Wisconsin DFI Registration Number

T 093063

9. Premises Address

8000 W CAPITOL DR

10. City

Milwaukee WI 53222

11. State

12. Zip Code

13. County

14. Governing Municipality: ☒ City ☐ Town ☐ Village
of Milwaukee

15. Aldermanic District

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16. Premises Phone

(414) 514-1227

17. Premises Email

thelunchroom@att.net

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

First Floor and Basement Storage

20. Mailing Address (if different from premises address)

3082 N 54TH ST

21. City

Milwaukee WI 53210

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No
If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

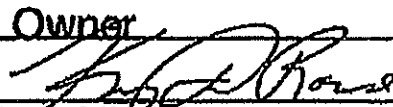
Law/Ordinance Violated

Location

Trial Date

Penalty Imposed

Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No beverages. If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.			
3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name of the restricted investor and describe the nature of the interest.			
4. Is the applicant business owned by another business entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.			
4a. Name of Business Entity		4b. Business Entity FEIN	
5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Part C: Individual Information			
List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary. Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.			
Last Name	First Name	Title	Phone
Rouse	Krytal	Owner	414-519-1541
Riley	Derrick	agent	414-899-5495
Part D: Attestation			
One of the following must sign and attest to this application: • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name	First Name	M.I.	
Rouse	Krytal		
Title	Email	Phone	
Owner	Krytalrouse@gmail.com	414-519-1541	
Signature	Date		
	01/21/2025		
Part E: For Clerk Use Only			
Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



BUSINESS RENEWAL APPLICATION

Office of the City Clerk License Division
200 E. Wells St. Room 105
Milwaukee, WI 53202
(414) 286-2238 www.milwaukee.gov/licenses

Licenses Being Renewed:
NTAVN 211924 FREST 20222
PEP 0273
Filing Deadline: 10/17/2024
\$75.00 Late Fee Assessed After 12/1/2024

Office Use Only:	App # _____
NOs No _____ Yes _____	Chgs _____
Filled _____	Initials _____
Paid _____	MPD _____
Granted _____	Lic # _____
AD 5	

BUSINESS CONTACT INFORMATION

Legal Entity Name: The Lunchroom LLC

Trade/DBA: The Lunchroom

Phone: (414) 514-1227

E-mail: thelunchroom@att.net

Premises Address (include city/state/zip): 8000 W CAPITOL DR Milwaukee WI 53222

Mailing Address (include city/state/zip): 3062 N 54TH ST Milwaukee WI 53210

AGENT OF CORP/LLC/NONPROFIT / SOLE PROPRIETOR / 1st PARTNER

FULL LEGAL NAME (Last, First & Middle Initial):

~~HOUSE, Krystal S, Agent~~

Date of Birth:

Derrick Riley A

05/21/1980

Home Address (include city/state/zip):

8000 W Capitol Dr Milwaukee, WI 53222

Driver's License Number/State ID #:

2400-1618-0181-00

State: WI

Percent % of Ownership Interest: 20%

Home Phone: 414-899-5495

Cell Phone: 414-899-5495

LIST ALL PERSONS WITH 20% OR MORE OWNERSHIP INTEREST / ADDITIONAL PARTNER(S)

FULL LEGAL NAME (Last, First & Middle Initial):

Date of Birth:

Home Address (include city/state/zip):

Driver's License Number/State ID #:

State:

Percent % of Ownership Interest:

Home Phone:

Cell Phone:

FULL LEGAL NAME (Last, First & Middle Initial):

Date of Birth:

Home Address (include city/state/zip):

Driver's License Number/State ID #:

State:

Percent % of Ownership Interest:

Home Phone:

Cell Phone:

☐ Check if there are additional persons with 20% or more ownership interest or partners. Complete additional sheets as necessary.

REQUIRED SIGNATURE

1. The undersigned understands that applicants are required to inform the City Clerk within 10 days of any changes in any of the information supplied in this application.
2. The undersigned has knowledge of the City Ordinances currently regulating the license applied for herein, and understands that the license may be subject to suspension, non-renewal or revocation, if the applicants violate any rule or regulation relating to the license.
3. The undersigned understands that applicants shall not willfully refuse to provide the services offered under this license, or add charges or require deposits not required of the general public because of race, color, sex, religion, national origin or ancestry, age, handicap, lawful source of income, marital status, sexual orientation, gender identity or expression, familial status or the fact that a person is now or has been a member of the military service, whether dressed in uniform or not; and shall not seek such information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion on the basis of such information.
4. I/we state that this application for a license is not made for and behalf of any other person and that the applicant is not acting as an agent for, or in the employ of another.

Sole proprietor, partner, officer, director, or LLC member must sign.

[Signature]

Office Use Only:

Current License: ☐ New ☐ Renewal

Granted: ☐ No Issues ☐ WI ☐ Suspension ☐ Other _____

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)

- ☐ Original (no fee) ☐ Successor (\$10 fee for municipal licenses only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
The Lunchroom LLC

2. Business Trade Name or DBA
The Lunchroom

3. Entity Type (check one)

- ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above

N/A

Part B: Agent Information

1. Last Name Riley	2. First Name Derrick	3. MI
4. Email derek.riley80@gmail.com		5. Phone 414-899-5495
6. Home Address 8000 W. Capitol Dr		
7. City Milwaukee	8. State WI	9. Zip Code 53222
10. Age 44		
11. Driver's License/State ID Number R400-1618-0181-00		12. Driver's License/State ID State of Issuance WI

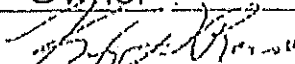
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued on next page →

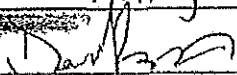
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the Undersigned, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Rouse	First Name	Kryctal	I.D.
Title	Owner	Email	Kryctalrouse@gmail.com	Phone
Signature				Date
				01/21/2025

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Billey	First Name	Derrick	I.D.
Signature				Date
				3/12/2025

7012

Form

AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

The Lunchroom LLC

2. Business Trade Name or DBA

The Lunchroom

3. Entity Type (check one)

☐ Sole Proprietor

☐ Partnership

☒ Limited Liability Company

☐ Corporation

☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Riley

2. First Name

Derrick

3. M.I.

A

4. Relationship to Business (Title)

Agent

5. Email

derrickriley86@gmail.com

6. Phone

414-899-5495

7. Home Address

8000 W. Capitol Dr

8. City

Milwaukee

9. State

WI

10. Zip Code

53222

11. Date of Birth

05/21/1980

12. Drivers License/State ID Number

R400-1618-D181-00

13. Drivers License/State ID State of Issuance

WI

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years

44

Months

10

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Milwaukee						
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☒ Yes ☐ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated <i>Attempt to deliver controlled substance</i>	Location <i>Milwaukee, WI</i>	Conviction Date <i>2001</i>
Penalty Imposed <i>11 years - 5 yrs Prison; 6 years probation</i>		Was sentence completed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☐ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>[Signature]</i>	Date <i>3/12/2025</i>
---------------------------------	--------------------------

90-12

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) The Lunchroom LLC			
2. Business Trade Name or DBA The Lunchroom			
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			

Part B: Individual Information			
1. Last Name Rouse		2. First Name Kryctal	
3. M.I.			
4. Relationship to Business (Title) Owner		5. Email Kryctalrouse@gmail.com	
6. Phone 414-519-1547			
7. Home Address 3062 N 54th Street Mil, WI 53210			
8. City Milwaukee	9. State WI	10. Zip Code 53210	11. Date of Birth
12. Drivers License/State ID Number R200-5178-3838-06		13. Drivers License/State ID State of Issuance Wisconsin	

Part C: Address History			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			Years 40 Months
2. List in chronological order all of your addresses within the last 8 years. Attach additional sheets if necessary.			
Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
GA	Newton		
State	County	State	County

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

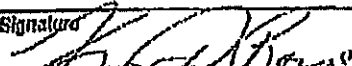
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to my involvement in another (or of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 120 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 01/21/2025
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2025-2026 Plan of Operation for 8000 W CAPITOL DR

1. Litter & Security Plans			
How are the grounds kept clean? <input checked="" type="checkbox"/> Sweep <input type="checkbox"/> Pressure Wash <input checked="" type="checkbox"/> Pick Up Litter <input type="checkbox"/> Other:			
How often will grounds be cleaned? <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Other:			
Who cleans the grounds? <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Building Owner <input type="checkbox"/> Employees <input type="checkbox"/> Hired Maintenance <input type="checkbox"/> Other:			
How are noise issues prevented and/or addressed? <input type="checkbox"/> Security <input checked="" type="checkbox"/> Manager approaches customer(s) <input type="checkbox"/> Call Police <input type="checkbox"/> Signs Posted <input type="checkbox"/> Other:			
Are there designated outdoor smoking areas? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Describe:			
Number of garbage cans: Inside <u>7</u> locations: <u>One at the front door, one behind bar, one middle room three in the restrooms one in the kitchen one at the back door</u> Outside <u>1</u> locations:			
Is a crowd control barrier used? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Describe:			
Number of restrooms: <u>3</u>		Name of solid waste contractor: <u>Waste management</u>	
Are there parking spaces on the premises? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, list number of spaces: <u>24</u> and describe security plans: Shared Dunkin' Donuts			
Are there designated loading areas? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, describe security plans:			
Do you have security personnel on the premise? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, how many? _____ AND What are their responsibilities? _____ What security equipment do they use? _____ List their license number(s): _____			
Are there security cameras? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, list all locations: <u>Two at the front door two at the back door, one on each side of the building one in the main room in the middle room, one behind the bar</u>			
Are searches and/or identification checks conducted upon entry? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, describe:			
2. Percentage of Sales (must total 100%)			
Alcohol <u>17</u> %	Food Sales <u>61</u> %	Entertainment <u>10</u> %	Other <u>12</u> %
3. Businesses On The Premises (choose all that apply):			
<input checked="" type="checkbox"/> Restaurant <input type="checkbox"/> Cafe/Coffee Shop <input type="checkbox"/> Cocktail Lounge <input type="checkbox"/> Convenience Store <input type="checkbox"/> Night Club <input type="checkbox"/> Liquor Store <input type="checkbox"/> Tavern <input type="checkbox"/> Sports Facility <input type="checkbox"/> Hotel <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Supermarket <input type="checkbox"/> Private/ Fraternal/Veterans Club <input type="checkbox"/> Other:			
4. Hours of Operation and Age Restriction			
Are there any changes to the current hours of operation or age restriction? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, Describe:			
Please Note: If you will be open earlier or later than the hours listed on your current license for even one event or holiday (for example, St. Patrick's Day, Brewers Opening Day, etc.) during the license period, this must be reported and printed on your license. Your hours of operation and age restriction are listed on your current license.			
5. Floor Plan and Capacity			
Are you requesting any changes to your capacity or floor plan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, describe: _____ and submit a new floor plan with this renewal application. A sample plan can be found online at www.milwaukee.gov/licenses under license Forms and Related Information.			
Alcohol/Food Establishments: A "Permanent Extension of Premises Application" is required if you are adding any square footage to the licensed premises.			
6. Sidewalk Dining: Fee:			
Are there any changes to the sidewalk dining site plan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, submit an updated site plan with this application.			
7. Food License: FREST 20222 Fee: \$250.00		8. Weights and Measures: Fee:	
Your current food license includes the following food operations: DHS - PREPAC, Tavern Restaurant. Are there any changes to your food operations as listed above? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, If Yes, explain _____		Number/Type of Devices: Are there any changes to the number or types of devices? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, contact our office for further instructions.	

1. CURRENT APPROVED ENTERTAINMENT for The Lunchroom 8000 W. CAPITOL DR.

The following types of entertainment have been approved for your current Public Entertainment Premises license:
Karaoke, 1 Pool Table, 5 Amusement Machines

2. ADDING ENTERTAINMENT

If applicable, check any entertainment you wish to add: **ONLY CHECK ENTERTAINMENT TYPE(S) YOU ARE ADDING. YOUR CURRENT APPROVED ENTERTAINMENT IS LISTED ABOVE. ALSO SUBMIT AN UPDATED FLOOR PLAN AND PLAN OF OPERATION OR CONFIRMATION STATEMENT IF THE NEW ENTERTAINMENT DOES NOT CHANGE THE CURRENT PLAN OF OPERATION.**

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Instrumental Musicians | <input type="checkbox"/> Bands | <input type="checkbox"/> Battle of the Bands | <input type="checkbox"/> Comedy Acts |
| <input type="checkbox"/> Disc Jockey | <input type="checkbox"/> Magic Shows | <input type="checkbox"/> Poetry Readings | <input type="checkbox"/> Dancing by Performers |
| <input type="checkbox"/> Jukebox | <input type="checkbox"/> Wrestling | <input type="checkbox"/> Patron Contests | <input type="checkbox"/> Patrons Dancing |
| <input type="checkbox"/> Adult Entertainment/
Strippers/Erotic Dance | <input type="checkbox"/> Karaoke | <input type="checkbox"/> Bowling Alley
How many? _____ | <input type="checkbox"/> Pool Tables
How many? _____ |
| <input type="checkbox"/> Motion Pictures (movies by admission)
How many screens? _____ | <input type="checkbox"/> Amusement Machines
How many? _____ | <input type="checkbox"/> Concerts
Approx. # per year? _____ | <input type="checkbox"/> Theatrical Performances
Approx. # per year? _____ |

☐ Other: _____

No entertainment changes can take place until approved by Common Council and a new license has been issued and posted on the premises.

3. REMOVING ENTERTAINMENT

If applicable, list any entertainment you wish to remove:

4. PROMOTERS/SOUND AMPLIFICATION

Will promoters ever be used for any of the entertainment? ☒ No ☐ Yes If Yes, Describe:

At any time will sound amplification be used? ☒ No ☐ Yes If Yes, Describe:

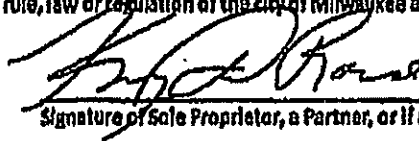
5. SIGNATURE

I understand that after the license has been issued, a change to the plan of operation will require a written request to change and approval from the Common Council.

I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.

I understand that I shall not willfully refuse to provide the services offered under this license, or add charges or require deposits not required of the general public because of race, color, sex, religion, national origin or ancestry, age, handicap, lawful source of income, marital status, sexual orientation, gender identity or expression, familial status or the fact that a person is now or has been a member of the military service, whether dressed in uniform or not; and shall not seek such information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion on the basis of such information.

I have knowledge of the City Ordinances currently regulating public entertainment, and understand that the license may be subject to suspension, non-renewal or revocation, if I violate any rule, law or regulation of the City of Milwaukee and State of Wisconsin.



Signature of Sole Proprietor, a Partner, or if a Corporation or LLC, the Agent must sign

Lopez, Faviola

From: Richardson, Tonja
Sent: Wednesday, April 16, 2025 1:14 PM
To: Lopez, Faviola
Subject: FW: The Lunchroom - 8000 W. Capitol Drive

From: Richardson, Tonja
Sent: Tuesday, March 25, 2025 11:33 AM
To: Lopez, Faviola <Faviola.Martin@milwaukee.gov>
Subject: FW: The Lunchroom - 8000 W. Capitol Drive

From: Richardson, Tonja
Sent: Friday, March 21, 2025 8:32 AM
To: Lopez, Faviola <Faviola.Martin@milwaukee.gov>; Cooney, Jim <Jim.Cooney@milwaukee.gov>; Cox, Andrew <Andrew.Cox@milwaukee.gov>
Subject: FW: The Lunchroom - 8000 W. Capitol Drive

From: Derek Riley <derekirilley80@gmail.com>
Sent: Wednesday, March 19, 2025 1:03 PM
To: Richardson, Tonja <T.Richardson@milwaukee.gov>
Subject: Re: The Lunchroom - 8000 W. Capitol Drive

Good afternoon,

I'd like to make a correction to the ownership part of the application. Krystal Rouse is the sole owner, I, Derrick Riley is the Agent/Manager. I apologize for the inconvenience and or confusion.
On Wed, Mar 19, 2025 at 12:56 PM Richardson, Tonja <T.Richardson@milwaukee.gov> wrote:

Hello,

The application and the amendment that was submitted for the renewal of The Lunchroom has been received and reviewed. Upon reviewing the application it is listing Derrick Riley as the new agent with 20% ownership interest. Because you are removing Kryctal Rouse, as an owner, a purchase agreement and a lease agreement is required. The application process will be pending until this requested information is received. If you need further assistance contact the License division at 414-286-2238 or license@milwaukee.gov.

Have a great day!

Tonja Richardson

License Specialist II

200 E. Wells St. Rm. 105

Milwaukee, WI 53202

(414)286-2238

t.richardson@milwaukee.gov



The City of Milwaukee is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Milwaukee e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements.



Tuesday, April 15, 2025



Notice of Public Hearing

Blank Notice

RILLEY, Derrick A, Agent
The Lunchroom at 8000 W Capitol DR
Class B Tavern, Public Entertainment Premises and Food Dealer Licenses Renewal Application
with Change of Agent, Age Limit 30&Up and Change of Hours From 10:30AM - 1:30AM Mon-Sat
To 10AM - 11PM Sun-Mon

Tuesday, April 29, 2025 at 11:30 AM

To whom it may concern:

The above application has been made by the above named applicant(s). This requires approval from the Licenses Committee and the Common Council of the City of Milwaukee. The hearing before the Licenses Committee will take place on 4/29/2025 at 11:30 AM in Room 301-B, Third Floor, City Hall. This is a public hearing. Those wishing to view the proceeding are able to do so via the City Channel – Channel 25 on Spectrum Cable – or on the Internet at <http://city.milwaukee.gov/citychannel>. Those wishing to provide oral testimony via internet are asked to contact the staff assistant, Yadira Melendez at (414) 286-2775 or stasst5@milwaukee.gov for necessary information. Please make such requests no later than one business day prior to the start of the meeting. You are not required to attend the hearing, but please see the information below if you would like to provide testimony. Once the Licenses Committee makes its recommendation, this recommendation is forwarded to the full Common Council for approval at its next regularly scheduled hearing.

Important details for those wishing to provide information for the Licenses Committee to consider when making its recommendation:

1. The license application is scheduled to be heard at the above time. Due to other hearings running longer than scheduled, you may have to wait some time to provide your testimony.
2. You must appear in person and testify as to matters that you have personally experienced or seen. (You cannot provide testimony for your neighbor, parent or anyone else; this is considered hearsay and cannot be considered by the committee.)
3. No letters or petitions can be accepted by the committee (unless the person who wrote the letter or the persons who signed the petition are present at the committee hearing and willing to testify).
4. Persons opposed to the license application are given the opportunity to testify first; supporters may testify after the opponents have finished.
5. When you are called to testify, you will be sworn in and asked to give your name, and address. (If your first and/or last names are uncommon please spell them.)
6. You may then provide testimony.
 - a. Include only information relating to the above license application.
 - b. Include only information you have personally witnessed or seen.
 - c. Provide concise and relevant information detailing how this business has affected or may affect the peaceful enjoyment of your neighborhood.
 - d. If by the time you have the opportunity to testify, the information you wish to share has already been provided to the committee, you may state that you agree with the previous testimony. Redundant or repetitive testimony will not assist the committee in making its recommendation.
7. After giving your testimony, the members of the Licenses Committee and the licensee may ask questions regarding the testimony you have given or other factors relating to the license application.
8. Business Competition is not a valid basis for denial or non-renewal of a license.
Please Note: If you have submitted an objection to the above application your objection cannot be considered by the committee unless you personally testify at the hearing.

OCCUPANT	MAIL ADDRESS	CITY STATE ZIP
CURRENT OCCUPANT	4022 N 81ST ST	MILWAUKEE, WI 53222-1910
CURRENT OCCUPANT	4030 N 81ST ST	MILWAUKEE, WI 53222-1910
CURRENT OCCUPANT	4036 N 81ST ST	MILWAUKEE, WI 53222-1910
CURRENT OCCUPANT	4044 N 81ST ST	MILWAUKEE, WI 53222-1910
CURRENT OCCUPANT	7919 W FIEBRANTZ AVE	MILWAUKEE, WI 53222-1923
CURRENT OCCUPANT	7925 W FIEBRANTZ AVE	MILWAUKEE, WI 53222-1923
CURRENT OCCUPANT	7933 W FIEBRANTZ AVE	MILWAUKEE, WI 53222-1923
CURRENT OCCUPANT	7945 W FIEBRANTZ AVE	MILWAUKEE, WI 53222-1923
CURRENT OCCUPANT	7949 W FIEBRANTZ CT	MILWAUKEE, WI 53222-1927
CURRENT OCCUPANT	7953 W FIEBRANTZ CT	MILWAUKEE, WI 53222-1927
CURRENT OCCUPANT	7957 W FIEBRANTZ CT	MILWAUKEE, WI 53222-1927
CURRENT OCCUPANT	7961 W FIEBRANTZ CT	MILWAUKEE, WI 53222-1927
CURRENT OCCUPANT	7965 W FIEBRANTZ CT	MILWAUKEE, WI 53222-1927

Blank Notice

Total Records: 13

Radius 250 feet and Center of the Circle: 8000 W Capitol Dr



APPLICATION AMENDMENT

Office of the City Clerk License Division
200 E. Wells Street, Room 105, Milwaukee, WI 53202 (414) 286-2238

Date: 3/21/2025

To the License Division of the City of Milwaukee:

I, Kryctal Rouse, wish to amend my answer(s) on the application for a

(full legal name)

Btavern, food prep

(type of license)

license at 8000 w Capitol Dr. 53222

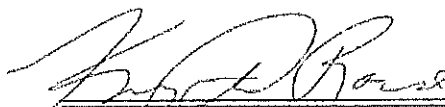
(premises address, if applicable)

by adding or amending the following information (complete only those sections being amended):

1. Answer to Question(s) # _____ should be: _____
2. **Agent should be (full legal name):** Derrick Riley Also complete 3, 4, 5 & 6
3. **Date of birth should be:** 05/21/1980
4. **Home address should be (include city/state/zip):** 10242w fountain ave
Milwaukee WI 53224 #1201
5. **Phone number should be (include area code):** 414-889-5495
6. **Driver's License Number/State ID Number should be:** R400-1618-0181-00
7. Corporation/LLC name should be (full legal name): _____
8. Business name should be: _____
9. Premises address should be (include city/state/zip): _____
10. Business phone number should be (include area code): _____
11. Mailing address should be (include city/state/zip): _____
12. Email address should be: _____
13. Recycling/Salvaging/Towing: Location where vehicle will be parked should be (include city/state/zip): _____
14. Class B Tavern: Age Distinction should be: 30 & up
15. Other: Derrick Riley is only an agent (no 20% ownership). Age limit is 30 & up.

Hours are from 10am to 11pm Sun-Mon.

(Check with the License Division before submitting "Other" amendments using this form.)


Signature of Licensee (Individual, Partner, or Agent of Corp/LLC)

Office Use Only: Application #: 376451 Date: 3/25/25 Initials: TR To LC: _____

LC Email: ☐MPD ☐NS ☐HD Initials: _____

2025-2026 Plan of Operation for 8000 W CAPITOL DR

1. Litter & Security Plans

How are the grounds kept clean? ☒ Sweep ☐ Pressure Wash ☒ Pick Up Litter ☐ Other:

How often will grounds be cleaned? ☒ Daily ☐ Weekly ☐ Other:

Who cleans the grounds? ☒ Licensee ☐ Building Owner ☐ Employees ☐ Hired Maintenance ☐ Other:

How are noise issues prevented and/or addressed? ☐ Security ☒ Manager approaches customer(s) ☐ Call Police ☐ Signs Posted ☐ Other:

Are there designated outdoor smoking areas? ☒ No ☐ Yes If Yes, Describe:

Number of garbage cans: Inside 7 Locations: One at the front door, one behind bar, one middle room three in the restrooms one in the kitchen one at the back door
Outside 1 Locations:

Is a crowd control barrier used? ☐ No ☐ Yes If Yes, Describe:

Number of restrooms: 3 Name of solid waste contractor: Waste management

Are there parking spaces on the premises? ☐ No ☒ Yes If Yes, list number of spaces: 24 and describe security plans:

Shared Dunkin' Donuts

Are there designated loading areas? ☒ No ☐ Yes If Yes, describe security plans:

Do you have security personnel on the premise? ☒ No ☐ Yes If Yes, how many? _____

AND What are their responsibilities? _____

What security equipment do they use? _____

List their license number(s): _____

Are there security cameras? ☐ No ☒ Yes If Yes, list all locations: Two at the front door two at the back door, one on each side of the building one in the main room in the middle room, one

Are searches and/or identification checks conducted upon entry? ☒ No ☐ Yes If Yes, describe: behind the bar

2. Percentage of Sales (must total 100%)

Alcohol 17 % Food Sales 61 % Entertainment 10 % Other 12 %

3. Businesses On The Premises (choose all that apply):

☒ Restaurant ☐ Cafe/Coffee Shop ☐ Cocktail Lounge ☐ Convenience Store ☐ Night Club ☐ Liquor Store ☐ Tavern ☐ Sports Facility
☐ Hotel ☐ Banquet Hall ☐ Supermarket ☐ Private/Fraternital/Veterans' Club ☐ Other:

4. Hours of Operation and Age Restriction

Are there any changes to the current hours of operation or age restriction? ☒ No ☐ Yes If Yes, Describe:

Please Note: If you will be open earlier or later than the hours listed on your current license for even one event or holiday (for example, St. Patrick's Day, Brewers Opening Day, etc.) during the license period, this must be reported and printed on your license.

Your hours of operation and age restriction are listed on your current license.

5. Floor Plan and Capacity

Are you requesting any changes to your capacity or floor plan*? ☒ No ☐ Yes If yes, describe: _____ and submit a new floor plan with this renewal application. A sample plan can be found online at www.milwaukee.gov/licenses under License Forms and Related Information.

Alcohol/Food Establishments: A "Permanent Extension of Premises Application" is required if you are adding any square footage to the licensed premises.

6. Sidewalk Dining: Fee:

Are there any changes to the sidewalk dining site plan? ☒ No ☐ Yes If Yes, submit an updated site plan with this application.

7. Food License: FREST 20222 Fee: \$250.00

Your current food license includes the following food operations:

DHS - PREPACK, Tavern Restaurant.

Are there any changes to your food operations as listed above? ☒ No ☐ Yes, If Yes, explain _____

8. Weights and Measures: Fee:

Number/Type of Devices:

Are there any changes to the number or types of devices? ☐ No ☐ Yes If yes, contact our office for further instructions.

1. CURRENT APPROVED ENTERTAINMENT for The Lunchroom 8000 W CAPITOL DR

The following types of entertainment have been approved for your current Public Entertainment Premises license:

Karaoke, 1 Pool Table, 5 Amusement Machines

2. ADDING ENTERTAINMENT

If applicable, check any entertainment you wish to add: **ONLY CHECK ENTERTAINMENT TYPE(S) YOU ARE ADDING. YOUR CURRENT APPROVED ENTERTAINMENT IS LISTED ABOVE. ALSO SUBMIT AN UPDATED FLOOR PLAN AND PLAN OF OPERATION OR CONFIRMATION STATEMENT IF THE NEW ENTERTAINMENT DOES NOT CHANGE THE CURRENT PLAN OF OPERATION.**

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Instrumental Musicians | <input type="checkbox"/> Bands | <input type="checkbox"/> Battle of the Bands | <input type="checkbox"/> Comedy Acts |
| <input type="checkbox"/> Disc Jockey | <input type="checkbox"/> Magic Shows | <input type="checkbox"/> Poetry Readings | <input type="checkbox"/> Dancing by Performers |
| <input type="checkbox"/> Jukebox | <input type="checkbox"/> Wrestling | <input type="checkbox"/> Patron Contests | <input type="checkbox"/> Patrons Dancing |
| <input type="checkbox"/> Adult Entertainment/
Strippers/Erotic Dance | <input type="checkbox"/> Karaoke | <input type="checkbox"/> Bowling Alley | <input type="checkbox"/> Pool Tables |
| <input type="checkbox"/> Motion Pictures (movies by admission)
How many screens? _____ | <input type="checkbox"/> Amusement Machines
How many? _____ | <input type="checkbox"/> Concerts
Approx. # per year? _____ | <input type="checkbox"/> Theatrical Performances
Approx. # per year? _____ |
| <input type="checkbox"/> Other: _____ | | | |

No entertainment changes can take place until approved by Common Council and a new license has been issued and posted on the premises.

3. REMOVING ENTERTAINMENT

If applicable, list any entertainment you wish to remove:

4. PROMOTERS/SOUND AMPLIFICATION

Will promoters ever be used for any of the entertainment? ☒ No ☐ Yes If Yes, Describe:

At any time will sound amplification be used? ☒ No ☐ Yes If Yes, Describe:

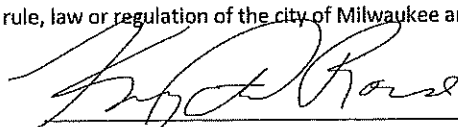
5. SIGNATURE

I understand that after the license has been issued, a change to the plan of operation will require a written request to change and approval from the Common Council.

I agree to inform the City Clerk within 10 days of any substantial changes in the information supplied in this application.

I understand that I shall not willfully refuse to provide the services offered under this license, or add charges or require deposits not required of the general public because of race, color, sex, religion, national origin or ancestry, age, handicap, lawful source of income, marital status, sexual orientation, gender identity or expression, familial status or the fact that a person is now or has been a member of the military service, whether dressed in uniform or not; and shall not seek such information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion on the basis of such information.

I have knowledge of the City Ordinances currently regulating public entertainment, and understand that the license may be subject to suspension, non-renewal or revocation, if I violate any rule, law or regulation of the city of Milwaukee and State of Wisconsin.


Signature of Sole Proprietor, a Partner, or if a Corporation or LLC, the Agent must sign