

**AGENDA
DOWNERS GROVE LIQUOR COMMISSION
JUNE 7, 2018
VILLAGE HALL COUNCIL CHAMBERS**

6:30 P.M.

- I Call to Order**

- II Roll Call**

- III Approval of Minutes of May 3, 2018 Liquor Commission Meeting**

- IV Disciplinary Hearing**

Familia Fresh Market
2065 W. 63rd

- V Application Hearings**

MOD Pizza
1022 Ogden Avenue
R-2

Orange & Brew
1027 Curtiss
WB/O

- VI New Business**

- VII Old Business**

- VIII Comments from the public**

- IX Adjournment**

**DOWNERS GROVE LIQUOR COMMISSION
VILLAGE HALL COUNCIL CHAMBERS
801 BURLINGTON AVENUE**

DRAFT

Thursday, May 3, 2018

I. CALL TO ORDER

Chairman Strelau called the May 3, 2018 Liquor Commission meeting to order at 6:40 p.m.

II. ROLL CALL

PRESENT: Mr. Clary, Ms. Flanagan, Mr. Jacobson, Chairman Strelau

ABSENT: Mr. Krusenoski, Ms. Pietrucha, Ms. Toerpe

STAFF: Carol Kuchynka, Liaison to the Liquor Commission, Assistant Village Attorney Dawn Didier

OTHERS: Sam Vlahos, Patricia Vlahos, Pete Brown, Court Reporter

III. APPROVAL OF MINUTES

Chairman Strelau asked for approval of the minutes for the April 5, 2018 Liquor Commission meeting and asked members if there were any corrections, changes or additions.

Hearing no changes, corrections or additions, the April 5, 2018 minutes of the Liquor Commission meeting were approved as written.

Chairman Strelau reminded those present that this evening's meeting was being recorded on Village-owned equipment. Staff was present to keep minutes for the record and a court reporter was present taking the minutes verbatim.

IV. APPLICATION FOR LIQUOR LICENSE

Chairman Strelau made the following statements:

"The first order of business is to conduct a public hearing for a liquor license application. For the benefit of all present, I would like to state that this Commission does not determine the granting or denial of the issuance of any license. We may at the end of each hearing, make a finding or recommendation with respect to the application. If necessary, the Commission may adjourn a hearing to a later date in order to have benefit of further information."

"At the conclusion of the hearing, the Commission will summarize its findings and determine any recommendations it wishes to make to the Liquor Commissioner."

"The Liquor Commissioner, who is the Mayor of Downers Grove, will, pursuant to Section 3-12 of the Ordinance, render decisions regarding issuance of available liquor licenses within 60 days."

"Hearings by this Commission are held according to the following format: 1) reading of information pertinent to the application, 2) comments from the applicant, 3) discussion by the Commission, 4) comments from staff, 5) comments from the public, and 6) motion and finding by the Commission."

Pierce Tavern - 5135 Main Street

Chairman Strelau stated that the next order of business was an application hearing for Bar on Main, LLC d/b/a Pierce Tavern located at 5135 Main Street. She stated that the applicant was seeking a Class "O", full alcohol, on-premise consumption outdoor liquor license.

Chairman Strelau asked that any individual(s) representing the applicant step forward and be seated. She asked that any individual(s) giving testimony, state and spell their name for the record, indicate their affiliation with the establishment and be sworn in by the court reporter.

Mr. Sam Vlahos and Ms. Patricia Vlahos were sworn in by the court reporter. Mr. Vlahos and Ms. Vlahos introduced themselves as co-owners of Pierce Tavern.

Chairman Strelau asked the applicant to present its case.

Mr. Vlahos stated they were seeking an outdoor liquor license to accompany the full alcohol, on-premise liquor license they applied for in October, 2017.

Chairman Strelau asked for comments from the Commission.

Mr. Clary stated he reviewed the layout and noted that the outdoor area will be on the north of the building on Main and east of the building on Curtiss. Mr. Vlahos agreed.

Mr. Clary asked how many seats they were proposing. Mr. Vlahos replied 16.

Mr. Clary asked how the patios will be seated. Mr. Vlahos stated that they will post signage that patrons must go to the hostess to be seated in these areas. Ms. Vlahos added that a server will be designated to this area.

Ms. Flanagan had no questions.

Mr. Jacobson noted that there are trees and other appurtenances in the area that might affect people with disabilities. He asked who has authority over the sidewalk. Ms. Kuchynka advised that a small portion of the cafes are on private property; however, their remaining area is subject to a Temporary Use License Agreement for the use of the public property. She stated that Village staff has discussed and has expressed concern about ADA access requirements and the five-foot unobstructed clearance rule for handicapped access on the right-of-way. Ms. Kuchynka added that a revised plan will need to be submitted to the Village with detailed and exact measurements. She also noted that handicap accessible seating in each of the two patios will need to be indicated on the plan. She also advised that there are additional insurance requirements as liquor is being served and that they will need to enclose the area and pay for the use of the property.

Mr. Jacobson asked when they planned to open. Mr. Vlahos replied in the next few months. He advised that an electric service issue had set them back from opening sooner.

Chairman Strelau asked about the patio staffing. Ms. Vlahos replied that a designated server will be stationed to serve the area. Mr. Vlahos stated that the hostess would have to seat the patrons outside and a server will be designated. He added that floor managers will be monitoring the area during its operation and noted the areas are very visible from the inside.

Chairman Strelau asked about the enclosure. She asked if the fence will include the umbrella or the planters. Mr. Vlahos replied no. Ms. Vlahos stated that the enclosure is quite similar and will not be attached to the ground. Mr. Vlahos stated that it will be a thin-grade steel with a wood railing. Ms. Vlahos noted that the planters would not allow it to fit in the space.

Chairman Strelau stated that having a patio will bring additional challenges to the operation. She wished them luck and advised them to be mindful while observing the outdoor seating areas.

Chairman Strelau asked staff for recommendations or comments pertinent to this application. Ms. Kuchynka replied that issuance of the license is contingent upon receipt of insurance, employee certifications, Certificate of Occupancy, the annual fees and a Temporary Use License Agreement for the use of public property.

Chairman Strelau asked for comments from the public. There were none.

Hearing the testimony given in this case, Chairman Strelau asked for a recommendation from the Commission concerning its finding of "qualified" or "not qualified" with respect to the applicant with regard to their Class "O" liquor license application.

MR. JACOBSON MOVED TO FIND BAR ON MAIN, LLC D/B/A PIERCE TAVERN, LOCATED AT 5135 MAIN STREET, QUALIFIED FOR A CLASS "O", FULL ALCOHOL, ON-PREMISE CONSUMPTION OUTDOOR LIQUOR LICENSE. MR. CLARY SECONDED.

VOTE: **AYE:** Mr. Jacobson, Mr. Clary, Ms. Flanagan, Chairman Strelau

Nay: None

Abstain: None

MOTION CARRIED: 4:0:0

Motion carried.

V. NEW BUSINESS

Chairman Strelau asked if there was any discussion, update from staff or comments from the Commission regarding any new business.

Ms. Kuchynka advised that Cadence Kitchen opened to the public on May 1st.

Ms. Kuchynka stated that there will be a disciplinary and two application on the agenda for June and will send an email to confirm their availability for the upcoming meeting.

VI. OLD BUSINESS

Chairman Strelau asked if there was any discussion, update from staff or comments from the Commission regarding any old business.

Ms. Kuchynka referred to the month end report. She noted that they Mayor intends to issue the license to Maple Food & Liquors.

Ms. Kuchynka advised the Commission that renewal applications have been mailed. She advised of the June 8th return deadline.

Chairman Strelau asked what is planned for the Carlucci building. Ms. Kuchynka replied she has not received application for that location to date.

VII. COMMENTS FROM THE PUBLIC

There were none.

IX. ADJOURNMENT

Concluding business for the evening, Chairman Strelau called for a motion to adjourn.

Mr. Clary moved to adjourn the May 3, 2018 meeting. The meeting was adjourned by acclamation at 6:52 p.m.



**Village of Downers Grove
Report for the Liquor Commission
June 6, 2018 Agenda**

| Subject: | Type: | Submitted By: |
|--|---|--|
| Licensee: Familia Fresh Market Address: 2065 W. 63rd Street | Violation: 3-25(a) Sale of Liquor to a Minor | Carol Kuchynka Liaison to the Liquor Commission |

Item

The licensee has been charged with a violation of Section 3-25(a) of the Liquor Control Ordinance which prohibits the sale of alcohol to a minor.

Notice

Notice of this hearing (attached) was served upon the Licensee by certified mail to its registered agent and by personal delivery to the manager of the licensed premises.

General Information

Licensee: Familia Fresh Market No. 2, Inc.
d/b/a Familia Fresh Market
2065 W. 63rd Street
Downers Grove, IL 60516

Registered Agent: Kostas L. Cios

Manager: Mr. Basileos Megremis

Date License Issued: September 5, 2013

History

See attached Control Buy Record

Aggravating Circumstances

Under 21 Identification shown.
No valid BASSET Certification held by clerk.

Recommendation

Based upon testimony presented at the June 7, 2018 disciplinary hearing staff requests the following:

A recommendation from the Commission concerning its finding of "guilty" or "not guilty" of a violation of Section 3.25(a) of the Liquor Control Ordinance.



www.downers.us

NOTICE OF HEARING

**COMMUNITY RESPONSE
CENTER**

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue
Downers Grove
Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

**FIRE DEPARTMENT
ADMINISTRATION**

5420 Main Street
Downers Grove
Illinois 60515-4834

630.434.5980

FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue
Downers Grove
Illinois 60515-4783

630.434.5600

FAX 630.434.5690

**PUBLIC WORKS
DEPARTMENT**

5101 Walnut Avenue
Downers Grove
Illinois 60515-4046

630.434.5460

FAX 630.434.5495

May 15, 2018

Familia Fresh Market
Mr. Basileos Megremis, Liquor Manager
2065 W. 63rd Street
Downers Grove, IL 60516

Re: Liquor License No. LQ-000169; Familia Fresh Market No. 2, Inc. d/b/a Familia Fresh Market, 2065 W. 63rd Street, Downers Grove, Illinois

Dear Mr. Megremis:

You are hereby notified as the Liquor Manager of a Class "P-1" Liquor License No. LQ-000169 of the Village of Downers Grove, that the Liquor Commission shall hold a public hearing on June 7, 2018, at 6:30 p.m. in the Council Chambers of the Downers Grove Village Hall.

The purpose of the hearing will be to determine whether the said liquor license held by Familia Fresh Market No. 2, Inc. should be revoked, fined and/or suspended by reason of the alleged sale of alcoholic liquor (a six-pack of Bud Light beer) by employee, Ashley Gracia-Matos, on Tuesday, May 1, 2018 at approximately 6:15 p.m., to a person under the age of twenty-one (21) years, in violation of Section 3-25 of the Downers Grove Municipal Code and Ill. Comp. Stat., Ch. 235, Sec. 5/6-16. At the hearing the licensee will be given the opportunity to appear and defend against such charge.

Prior to the date of the hearing, you or your attorney, if any, should contact the undersigned at (630) 434-5504, to discuss necessary procedures at the hearing.

Sincerely,

VILLAGE OF DOWNERS GROVE

Dawn C. Didier
Village Prosecutor

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Illinois 60515-4783
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FAX 630.434.5690

**PUBLIC WORKS
DEPARTMENT**

5101 Walnut Avenue
Downers Grove
Illinois 60515-4046
630.434.5460
FAX 630.434.5495

May 15, 2018

Kostas L. Cios
Registered Agent for Familia Fresh Market No. 2, Inc.
200 W. Jackson Blvd., Ste. 1050
Chicago, IL 60606

Re: Liquor License No. LQ-000169; Familia Fresh Market No. 2, Inc. d/b/a Familia Fresh Market, 2065 W. 63rd Street, Downers Grove, Illinois

Dear Mr. Cios:

You are hereby notified as the Registered Agent of a Class "P-1" Liquor License No. LQ-000169 of the Village of Downers Grove, that the Liquor Commission shall hold a public hearing on Thursday, June 7, 2018 at 6:30 p.m. in the Council Chambers of the Downers Grove Village Hall.

The purpose of the hearing will be to determine whether the said liquor license held by Familia Fresh Market No. 2, Inc. should be revoked, fined and/or suspended by reason of the alleged sale of alcoholic liquor (a six-pack of Bud Light beer) by employee, Ashley Gracia-Matos, on Tuesday, May 1, 2018 at approximately 6:15 p.m. to a person under the age of twenty-one (21) years, in violation of Section 3-25 of the Downers Grove Municipal Code and Ill. Comp. Stat., Ch. 235, Sec. 5/6-16. At the hearing the licensee will be given the opportunity to appear and defend against such charge.

Prior to the date of the hearing, you or your attorney, if any, should contact the undersigned at (630) 434-5504, to discuss necessary procedures at the hearing.

Sincerely,

VILLAGE OF DOWNERS GROVE

Dawn C. Didier
Village Prosecutor

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VILLAGE OF DOWNERS GROVE
REPORT FOR THE LIQUOR COMMISSION
JUNE 7, 2018 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|--|--|--|
| Licensee: MOD Superfast Pizza, LLC D/B/A: MOD Pizza Address: 1022 Ogden Avenue | Application for Class R-2 liquor license | Carol Kuchynka Liaison to the Liquor Commission |

REQUEST

The applicant is requesting a Class R-2 liquor license for MOD Pizza located at 1022 Ogden Avenue.

NOTICE

The request has been filed in conformance with applicable procedural and public hearing requirements.

GENERAL INFORMATION

Officer(s): Scott Svenson, LLC Manager
Robert Barton, LLC Manager
Paul Twohig, LLC Manager

Stockholder(s): MOD Super Fast Intermediate Holdings II, LLC - 100%

Manager: Ms. Tracy Sinnott

Licensee: MOD Superfast Pizza, LLC d/b/a MOD Pizza
1022 Ogden Avenue
Downers Grove, IL 60515

PROPERTY INFORMATION

EXISTING LAND USE: Commercial
PROPERTY SIZE: (2,600 square feet)

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Legal Department:

1. Application for Liquor License
2. Lease
3. Menu
4. Liquor Handling Manual
5. Floor Plan

Project Description

The applicant is requesting a Class R-2 liquor license for the operation of a fast-casual restaurant located at 1022 Ogden Avenue.

Compliance with the liquor ordinance

The establishment is defined as:

Restaurant. A place kept, used, maintained, advertised or held out to the public as a place with the service of food and drink, and where meals are regularly served, without sleeping accommodations, and where adequate provision is made for sanitary kitchen and dining room equipment and capacity and a sufficient number of employees to prepare and serve food for its customers. It being the intent of this paragraph that the primary business conducted on premises to be licensed as restaurants hereunder shall be the service of food and drink. Food service shall be available at all times liquor sales are being conducted. Menus shall be on the table, presented to each patron as they are seated or be posted in such a manner to be easily readable by the patrons of the restaurant. Provided, the kitchen may not cease operating prior to one hour before closing. Bar/lounge seating shall be no more than twenty percent (20%) of the total seating provided for patrons of the establishment.

License conditions

"R-2" Restaurant licenses shall authorize the retail sale of beer and wine for consumption on the licensed premises, where the primary business is that of a restaurant, as defined herein.

Public Safety Requirements

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A Certificate of Occupancy for new construction has been applied for and is pending/is valid. Health Department approval is/is not required.

Factors Affecting Finding or Recommendation

Certificate of Occupancy, insurance, annual fee, satisfactory background checks, employee certifications.

Recommendation

Based upon testimony presented at the June 7, 2018 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class R-2 liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

May 31, 2018

**COMMUNITY RESPONSE
CENTER**

630.434.CALL (2255)

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Downers Grove

Illinois 60515-4782

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5420 Main Street

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PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

Erica Zuniga
Webster Powell, P.C.
320 W. Ohio St., Suite 501
Chicago, IL 60654

Via email only

*RE: Application for Class R-2 Liquor License
MOD Superfast Pizza, LLC d/b/a MOD Pizza
1022 Ogden Avenue, Downers Grove, IL 60515*

Dear Ms. Zuniga:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, June 7, 2018, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

Very truly yours,

Carol Kuchynka
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

cc: Tracy Sinnott, Liquor Manager

a\MOD Pizza\app-hrg.nts



VILLAGE OF DOWNERS GROVE, ILLINOIS APPLICATION FOR LIQUOR LICENSE

Date: FEB. 12, 2018

Application is hereby made to the Local Liquor Commissioner of the Village of Downers Grove for issuance of a Class R-2 liquor license, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application the following is submitted:

1. GENERAL INFORMATION

1.1 Applicant:

Name: MOD SUPER FAST PIZZA, LLC Phone: (888) 770-6637

Address: PO BOX 6939, BELLEVUE, WA 98008

1.2 Status:

- Individual(s) or Sole Proprietorship
- Corporation
- Limited Liability Corporation
- Partnership
- Club
- Other (explain) _____

1.3 Liquor Manager:

Name: Tracy Ann Sinnott Phone: [REDACTED]

Address: [REDACTED]

Driver's License No. [REDACTED] Social Sec. No. [REDACTED]

Date of Birth [REDACTED] 1959 Place of Birth MPLS MN

2. PREMISES

Doing Business As MOD PIZZA Phone: PENDING

Address: 1022 W. OGDEN AVENUE DOWNERS GROVE, IL

2.2 Does Applicant beneficially own the premises for which a license is sought? Yes No

a. If yes, Applicant must attach proof of ownership. (i.e. title policy)

b. If Applicant is not the beneficial owner of the premises, does Applicant have a lease thereon for the full period for which the license is to be issued? Yes No - If yes:

- i. A copy of lease must be attached; and,
- ii. Identify the owner or rental agent for the property:

Name: VEQUITY LLC-SERIES XVII DOWNERS OGDEN Phone: _____

Address: 400 N. STATE STREET, CHICAGO, IL 60654

2.3 Are the premises located within one hundred feet of any church, school, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval stations. Yes No

2.4 State the anticipated date of occupancy. MAY 2018

3. CORPORATION THIS PORTION IS N/A

This section must be completed by authorized agent of any corporate Applicant. If Applicant is a partnership, skip section 3 and go to section 4. If Applicant is neither a corporation nor a partnership, skip sections 3 and 4 and go to section 5.

- 3.1 Applicant was incorporated under the laws of the State of _____ on the _____ day of _____, A.D., _____.
- 3.2 If Applicant was not incorporated under the laws of the State of Illinois, is Applicant a foreign corporation qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois? Yes ___ No ___
- 3.3 **Registered Agent:**
Name: _____ Phone: _____
Address: _____
- 3.4 Corporate Applicants must complete and attach DG LIQ-FORM 2/OFFICERS and DG LIQ-FORM 3/SHAREHOLDERS.

4. PARTNERSHIP/LIMITED LIABILITY CORPORATION

This section must be completed by authorized agent of any partnership or limited liability corporation Applicant. If Applicant is not a partnership or limited liability corporation, skip to Section 5.

- 4.1 Applicant was formed under the laws of the State of DELAWARE on the 20 day of FEB., A.D., 2008
- 4.2 Is Applicant a limited partnership pursuant to the Illinois Revised Uniform Limited Partnership Act? Yes ___ No X
- 4.3 If Applicant was not formed under the laws of the State of Illinois, is Applicant a foreign partnership qualified under the Illinois Uniform Partnership Act or the Illinois Uniform Limited Partnership Act, as now or hereafter amended, to transact business in the State of Illinois? Yes X No ___
- 4.4 Registered Agent: Not Applicable ___
Name: ILLINOIS CORPORATION SERVICE Phone: _____
Address: 801 ADLAI STEVENSON DR., SPRINGFIELD, IL 62703
- 4.5 **General Partner:** Not Applicable X (Note: if there is more than one general partner, include that general partner who is to be primarily responsible for operation of the licensed premises.)
Name: _____ Phone: _____
Address: _____
- 4.6 **Managing Partner:** Not Applicable X (Note: if there is more than one managing partner, include that managing partner who is to be primarily responsible for operation of the licensed premises.)
Name: _____ Phone: _____
Address: _____
- 4.7 Partnership Applicants must complete and attach DG LIQ-FORM 3/SHAREHOLDERS and DG LIQ-FORM 4/PARTNERSHIP/LIMITED LIABILITY CORPORATION.

5. SOLE PROPRIETORSHIP Skip to Section 6. THIS PORTION IS N/A

NOTE: Pursuant to 235 ILCS 5/6-2 (1) Sole proprietor must be resident of the Village in which the premises covered by the license is located. Pursuant to 235 ILCS 5/6-2 (3) Sole proprietor must be a citizen of the United States.

6. QUALIFICATIONS (This section to be completed by all applicants.)

6.1 Has any liquor license issued to the applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS, or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION ever been fined, revoked or suspended?

No

Yes
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____
- d. Additional explanatory information, if desired: _____

6.2 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of violating any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?

No

Yes
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____
- d. Additional explanatory information, if desired: _____

6.3 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of a felony under Federal or State law?

No

Yes
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____
- d. Additional explanatory information, if desired: _____

6.4 Is Applicant the beneficial owner of the business to be operated?

Yes No

6.5 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been convicted of a gambling offense in violation of Sections 28-1(a)(3) through (a)(10), or Section 28-3, of the Illinois Criminal Code (ILL. REV. STAT., ch. 38), as heretofore or hereafter amended.

No

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

Yes

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____
- d. Additional explanatory information, if desired: _____

6.6 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been issued a federal wagering stamp by the federal government for the current tax period? Yes No If yes, provide details:

6.7 Has a federal wagering stamp has been issued by the federal government for the current tax period for the premises for which a license is sought? Yes No If yes, provide details:

6.8 Is applicant a citizen of the United States?

Yes No Not Applicable - Applicant is a corporation or partnership

6.9 Is applicant a resident of Downers Grove?

Yes No Not Applicable - Applicant is a corporation or partnership

7. SUBMITTALS

7.1 In addition to this application form the following are submitted as applicable:

- DG LIQ-FORM 1/Liquor Manager
- DG LIQ-FORM 2/Officers & Directors (for each Officer/Director, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 3/Stockholders (for each Stockholder, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 4/Partnership/Limited Liability Corporation (for each Partner, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 5/Declaration
- DG LIQ-FORM 6/Outdoor Sales Application (If applicable)
- DG LIQ-FORM 7/Certifications
- Articles of Incorporation (If applicable)
- N/A Proof of ownership of premises (i.e. title report)
- Lease-If premises not beneficially owned by Applicant (for the full period for which the license is to be issued)
- Floor Plan, as required for any premises to be licensed for sale of alcoholic liquor for consumption on the premises, drawn to scale, and with sufficient detail to depict types of seating, location of bars and other design features.
- Employee liquor handling training manual
- Application fee
- Certificate of Insurance
- Menu (If applicable)
- N/A Reduced Menu -after regular menu hours (If applicable)

7.2 Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

7.3 In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION, AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

MOD SUPER FAST PIZZA, LLC

Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: ROBERT BARTON

Print Name

Sign Name



TITLE: CFO, Treasurer, Secretary & Manager

Subscribed and sworn to before me this 30th day of March, 2018.

Notary Public

Note: partial need
full from
corp.
CW 5/31/18



DG LIQ-FORM 1/Liquor Manager

VILLAGE OF DOWNERS GROVE, ILLINOIS LIQUOR MANAGER APPLICATION

1. Name of Liquor License Applicant/Holder: MOD SUPER FAST PIZZA, LLC
Doing Business As: MOD Pizza
Address: 1022 W. OGDEN AVE. DOWNERS GROVE IL 60515
Phone: (708) 220-0500 Liquor License Number: _____

2. Manager: Tray A Sinnott Phone: [REDACTED]
(First) (Middle) (Last)
Residence Address: [REDACTED]
(Street Address) (City) (State) (Zip)

If less than one year, previous residence: _____

Citizenship: US If naturalized, date/place of naturalization: _____

Date of Birth: [REDACTED] 59 Place of Birth: [REDACTED]

Social Security #: [REDACTED] Driver's License # and State: [REDACTED]

Number of hours per week of employment (35 minimum) 45

Liquor Handling Experience

Name and address (city, state) of any other liquor establishment in which you have been employed, position held and dates of employment experience:

MOD PIZZA KILDEER, IL AND SCHAUMBURG, IL



VILLAGE OF DOWNERS GROVE, ILLINOIS
LIQUOR LICENSE APPLICATION
PARTNERSHIP/LIMITED LIABILITY CORPORATION FORM

Applicant: MOD SUPER FAST PIZZA, LLC

The following is a listing of:

- a. All general partners of any Applicant partnership formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended; and,
b. All limited partners owning, directly or indirectly, five (5%) or more of the aggregate limited partnership interest of any Applicant partnership formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended; and,
c. All general or managing partners of any Applicant partnership which is not formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended.

Applicant: MOD SUPER FAST PIZZA, LLC
By: SCOTT SVENSON
Corporate Title: LLC MANAGER
Date: 05/10/2018

Name: SCOTT SVENSON

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted] 1966

LLC MANAGER
General Partner Limited Partner Managing Partner Ownership Interest: 0.00

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

SEE ATTACHED LIST OF IL MOD LOCATIONS

(Attach completed Background Check Waiver)

Name: ROBERT BARTON

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted] 1966

LLC MANAGER
General Partner Limited Partner Managing Partner Ownership Interest: 0.00

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

SEE ATTACHED LIST OF IL MOD LOCATIONS

(Attach completed Background Check Waiver)

Name: PAUL TWOHIG

Address: [REDACTED]

Social Sec. # [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 1953

~~General Partner~~ LLC MANAGER
General Partner Limited Partner Managing Partner Ownership Interest: 0.00

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

SEE ATTACHED LIST OF IL MOD LOCATIONS

(Attach completed Background Check Waiver)

Name: MOD SUPER FAST INTERMEDIATE HOLDINGS II, LLC

Address: PO BOX 6939 BELLEVUE, WA 98008

~~XXXXXXXX~~ FEIN # 46-3348993 Driver's License # N/A Date of Birth: N/A

~~XXXXXXXX~~ LLC MEMBER
~~XXXXXXXX~~ General Partner Limited Partner Managing Partner Ownership Interest: 100%

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

SEE ATTACHED LIST OF IL MOD LOCATIONS

(Attach completed Background Check Waiver)

Name: _____

Address: _____

Social Sec. # _____ Driver's License # _____ Date of Birth: _____

General Partner Limited Partner Managing Partner Ownership Interest: _____

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

(Attach completed Background Check Waiver)

Name: _____

Address: _____

Social Sec. # _____ Driver's License # _____ Date of Birth: _____

General Partner Limited Partner Managing Partner Ownership Interest: _____

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

(Attach completed Background Check Waiver)

| Open Date | Store # | Store Name | Store Number | Address | City | State | Zip Code |
|-----------|---------|------------------------------|---------------|---------------------------------|-----------------|-------|----------|
| 05/13/15 | 0049 | South Naperville | (630)946-0300 | 2835 Showplace Drive, Suite 115 | Naperville | IL | 60564 |
| 07/14/15 | 0062 | Deerbrook Mall | (847)770-6499 | 70 S. Waukegan Rd, Suite B | Deerfield | IL | 60015 |
| 08/15/15 | 0065 | Elmhurst - Closed 12/23/2016 | | 556 W. St. Charles Road | Elmhurst | IL | 60126 |
| 09/04/15 | 0068 | Bloomingtondale Court | (630)523-5296 | 370 W Army Trail Rd. Suite 410B | Bloomingtondale | IL | 60108 |
| 12/11/15 | 0091 | Kildeer | (847)307-4030 | 20505 N Rand Rd. Suite 520 | Kildeer | IL | 60047 |
| 02/27/16 | 0106 | Vernon Hills | (847)281-0177 | 701 N. Milwaukee Ave, Unit 364 | Vernon Hill | IL | 60061 |
| 04/28/16 | 0122 | Downtown Naperville | (630)544-3471 | 103 S. Washington St. Suite 113 | Naperville | IL | 60540 |
| 06/30/16 | 0135 | Glenview | (847)832-5012 | 1494 Waukegan Rd | Glenview | IL | 60025 |
| 08/19/16 | 0150 | Gurnee | (224)610-0766 | 6447 Grand Ave. Suite C | Gurnee | IL | 60031 |
| 09/23/16 | 0156 | Orland Park | (708)737-7359 | 15139 Lagrange Rd. Suite 101 | Orland Park | IL | 60462 |
| 01/20/17 | 0200 | Skokie | (847)983-8025 | 5530 West Touhy Ave | Skokie | IL | 60077 |
| 08/11/17 | 0254 | Roscoe Village | (872)204-3855 | 3643 N Western Ave | Chicago | IL | 60618 |
| 08/11/17 | 0248 | Waukegan | (224)610-0218 | 970 S. Waukegan Rd. | Waukegan | IL | 60085 |
| 08/25/17 | 0255 | Willowbrook TC | (630)468-2099 | 7135 S. Kingery Hwy. | Willowbrook | IL | 60527 |
| 09/29/17 | 0282 | Evergreen Park | (872)206-3890 | 9540 S. Western Ave. | Evergreen | IL | 60805 |
| 02/02/18 | 0365 | Schaumburg | (708)260-6670 | 1731 E. Golf Road | Schaumburg | IL | 60173 |
| 02/16/18 | 0317 | North & Sheffield | (312)535-4240 | 1000 W. North Ave., Space D 102 | Chicago | IL | 60642 |
| 03/30/18 | 0407 | Machesney Park | (815)977-8946 | 1419 West Lane Rd. Suite D. | Machesney | IL | 61115 |
| 04/12/18 | 0406 | Rockford | (815)977-8941 | 6470 E. State St. | Rockford | IL | 61108 |
| 05/18/18 | 0367 | Bolingbrook | (630)283-8740 | 750 Janes Ave. Suite 102 | Bolingbrook | IL | 60440 |



VILLAGE OF DOWNERS GROVE, ILLINOIS
BUSINESS ACTIVITY DECLARATION

1. Name of Liquor License Applicant/Holder: MOD SUPER FAST PIZZA, LLC
Doing Business As: MOD PIZZA
Address: 1022 W. OGDEN AVENUE, DOWNERS GROVE, IL
Phone: PENDING
License Class: R-2/O

2. Main or Principal Business to be conducted by the Applicant on the premises stated above:
RESTAURANT

wherein the following of the business is devoted to the sale/service of:

- (95 %) Food
(5 %) Alcohol
() Non-alcoholic beverages
() Other - List:

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
B. THAT THE UNDERSIGNED HAS REVIEWED THIS DECLARATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

MOD SUPER FAST PIZZA, LLC

Name of Corporation/Partnership/LLC/Sole Proprietorship

BY:

[Signature]

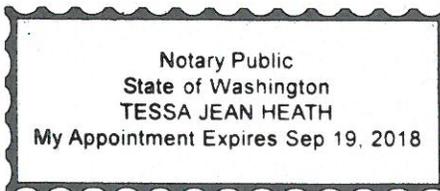
NAME: Robert Barton

TITLE: CFO, Treasurer, Secretary & Manager

Subscribed and sworn to before me this 3rd day of April, 2018.

[Signature]

Notary Public





VILLAGE OF DOWNERS GROVE, ILLINOIS CERTIFIED EMPLOYEE DECLARATION

I, Robert Barton, DO HEREBY CERTIFY THAT I am the
Print Name

CFO, Treasurer, Secretary & Manager of MOD SUPER FAST PIZZA, LLC and I DO
Corporate title/Position *Corporation*

HEREBY FURTHER CERTIFY THAT the attached document is a true, correct and complete
list of current employees who serve, sell or distribute alcoholic liquor of MOD PIZZA
d/b/a

located at 1022 W. OGDEN AVENUE, Downers Grove, Illinois.
Business Address

I DO HEREBY FURTHER CERTIFY THAT the attached copies of training certificates are true,
correct and valid copies of the training certifications for each of the employees.

Date: 3/25/18

[Signature]
Signature

Subscribed and sworn to before me this 3rd day of April, 2018.

[Signature]
Notary Public

Attachments:
Employee list
Certifications



ILLINOIS LIQUOR CONTROL COMMISSION

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

BEVERAGE ALCOHOL SELLERS AND SERVERS

EDUCATION AND TRAINING [BASSET] CARD

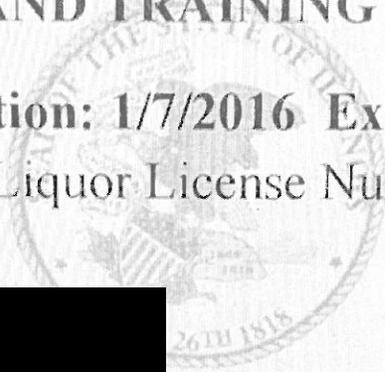
Date of Certification: 1/7/2016 Expires: 1/7/2019

Trainer's IL Liquor License Number: 5A-0105312

TRACY SINNOTT



****Card is not transferrable****



STORE LEASE

I. BASIC LEASE PROVISIONS

1.1 BASIC LEASE PROVISIONS; DEFINED TERMS.

A DATE: May 1, 2017 (“Effective Date”).

B LANDLORD: Vequity LLC – Series XVII Downers Ogden and Vequity LLC – Series XVII Downers Ogden AI, as tenants in common, jointly and severally

C ADDRESSES OF LANDLORD:

FOR PAYMENT PURPOSES:
400 North State St., Ste. 400
Chicago, IL 60654
Attn: Christopher Ilekis

FOR NOTICE PURPOSES:
400 North State St., Ste. 400
Chicago, IL 60654
Attn: Christopher Ilekis

D TENANT: MOD Super Fast Pizza, LLC, a Delaware limited liability company.

E ADDRESS OF TENANT (for notice purposes):

i. For Notice:

MOD SUPER FAST PIZZA, LLC
2035 158th CT NE
Suite 200
Bellevue, WA 98008
Attn: CFO or CEO

ii. Billing Address:

MOD SUPER FAST PIZZA, LLC
PO Box 6939
Bellevue, WA 98008
Attention: Accounting

F Doing Business As: MOD Super Fast Pizza

G PROPERTY: the land and building located at the northwest corner of Ogden & Main, Downers Grove, Illinois, and constituting a portion of Downers Grove Town Center, all as depicted on Exhibit A-1. The total leasable square footage of the building on the Property is intended to be approximately six thousand fifty-six (6,056) leasable square feet. The building in which the Premises is located is referred to herein as the “Building”; provided, however, that Landlord reserves the right to make changes to the other buildings in the Adjacent Parcels

and the Common Areas as shown on the Site Plan provided the Site Plan as so revised (i) complies with governmental requirements, (ii) does not materially and adversely affect the Patio, (iii) does not materially and adversely affect the visibility of the Premises or Tenant's signage from Ogden Avenue, (iii) does not reduce the number of parking spaces in the Property and Adjacent Parcels by more than five percent (5%), and (iv) does not materially and adversely affect Tenant's ingress/egress to Ogden Avenue. Notwithstanding the foregoing, Tenant hereby approves a modification to the Site Plan which would convert the southern access point on the westernmost boundary line of the western Adjacent Parcel (Lot 3) with the Jewel Parcel from two-way to one-way traffic headed east into the Property.

H PREMISES: that endcap portion of the Building, outlined on Exhibit A-2, consisting of approximately two thousand six hundred (2,600) square feet of the Building (the "Premises") having approximate dimensions of 30' x 85' and located on the western endcap of the Building.

I TERM: Ten (10) Years (see Section 2.2), with two 5-year Options to Renew (see Section 2.3).

J ESTIMATED DATE FOR DELIVERY OF PREMISES TO TENANT: Upon not less than thirty (30) days prior written notice, Landlord shall deliver exclusive possession of the Premises to Tenant after performing Landlord's Work (other than punchlist items, which will be completed within thirty (30) days thereafter) (the "Delivery Date"), which delivery is expected to occur not later than November 30, 2017 (the "Estimated Delivery Date"). If Landlord fails to deliver possession of the Premises to Tenant by thirty (30) days after the Estimated Delivery Date, Tenant shall be entitled to one (1) day of free Fixed Minimum Rent for each day thereafter until the date on which Landlord delivers the Premises to Tenant ("Delivery Rent Abatement"), which Delivery Rent Abatement shall be applied after the occurrence of the Rent Commencement Date, unless such delay is caused by an act or omission of Tenant ("Tenant Delay"), in which case the Delivery Rent Abatement shall be reduced one (1) day for each day of delay caused by a Tenant Delay. The foregoing Delivery Rent Abatement shall be in addition to, and not in lieu of, Tenant's termination rights under Section 16.2 hereof, but the Delivery Rent Abatement shall only be realized by Tenant if the Rent Commencement Date occurs.

K RENT COMMENCEMENT DATE: The earlier of: (i) the date Tenant opens for business from the Premises, and (ii) the date that is one hundred twenty (120) days from the later to occur of: (a) the date on which Landlord has completed all of Landlord's Work (subject to punch list items) and delivered possession of the Premises to Tenant; or (b) the date that Tenant receives all Building Permits necessary to construct Tenant's Work in the Premises provided that Tenant has complied with the provisions of Section 16.1 hereof. In no event shall the Rent Commencement Date be later than the date that Tenant opens for business in the Premises.

L COMMENCEMENT DATE: The Rent Commencement Date (see Section 2.2).

M TERMINATION DATE: The last day of the month in which the tenth (10th) anniversary of the Rent Commencement Date shall occur, as otherwise extended pursuant to Section 2.3.

N TENANT'S PRO RATA SHARE: Being the ratio that the rentable area of the Premises bears to the total rentable area in the Property; as of the Effective Date, Landlord expects Tenant's Pro Rata Share to be Forty-Two and 72/100 percent (42.72%).

O FIXED MINIMUM RENT: Fixed Minimum Rent for the initial Term, as well as the Extension Terms, shall be payable in accordance with the schedule below and in accordance with the terms and provisions of Section 4.1 of this Lease.

| Period | Fixed Minimum Rent per square foot | Monthly Fixed Minimum Rent | Annual Fixed Minimum Rent |
|---------------------|------------------------------------|----------------------------|---------------------------|
| Lease Years 1 – 5 | | | |
| Lease Years 6 - 10 | | | |
| Lease Years 11 - 15 | | | |
| Lease Years 16 - 20 | | | |

P OPERATING EXPENSES: (See Section 5.3) Tenant shall pay Tenant's Pro Rata Share.

Q TAXES (See Section 5.5): Tenant shall pay Tenant's Pro Rata Share.

R INSURANCE (See Section 5.6): Tenant shall pay Tenant's Pro Rata Share.

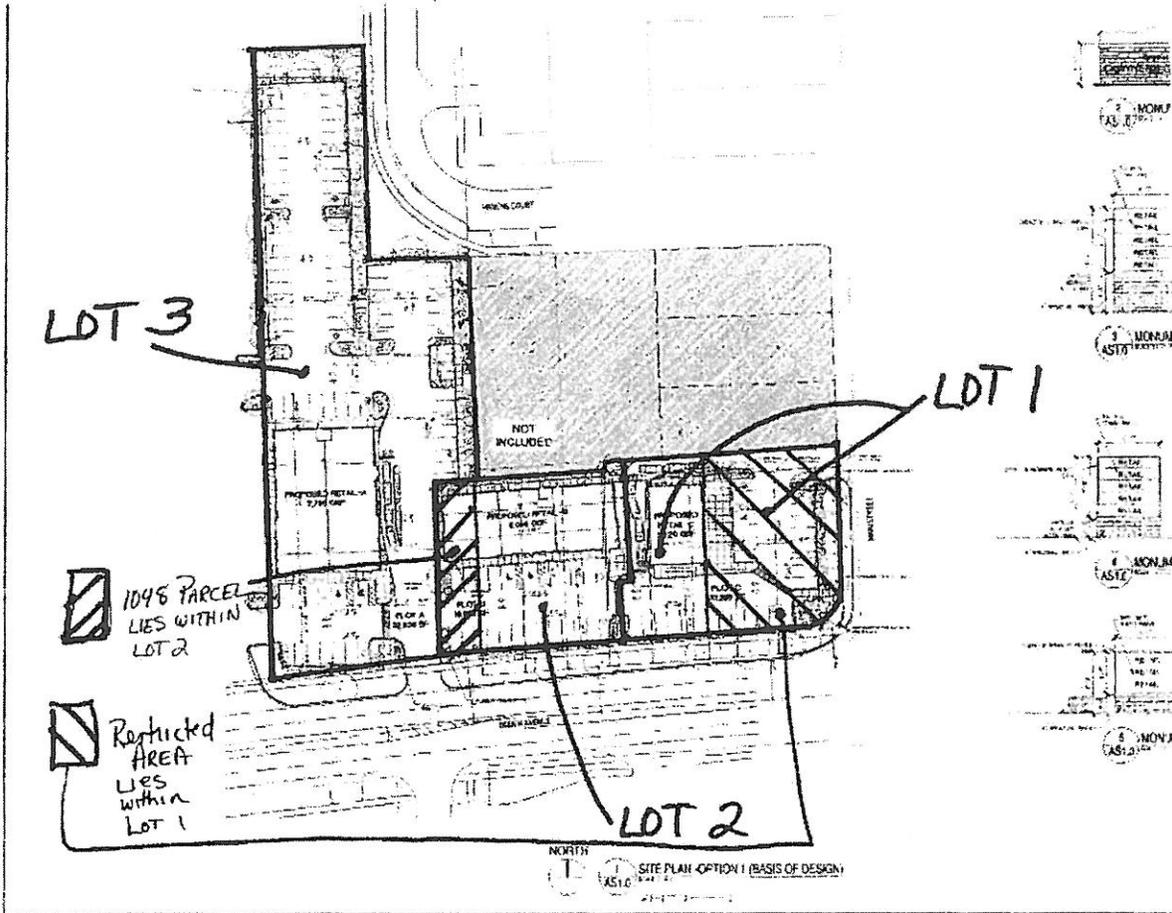
S TENANT'S PRO RATA SHARE OF OPERATING EXPENSES, TAXES AND INSURANCE PURSUANT TO SECTIONS 1.1(P), (Q) AND (R): [REDACTED] per square foot during the first Lease Year.

T PERMITTED USE: Operation of a fast casual pizza restaurant which prepares, cooks, and serves food for on and off Premises consumption, and provided Tenant obtains all necessary governmental approvals, the serving of beer and wine for on-Premises consumption only. Tenant reserves the right to offer delivery service at some point in the future but in no event shall such service include beer or wine. ✓

U SECURITY DEPOSIT: NONE

V OUTDOOR SEATING AREA: Tenant shall have the right to serve and seat its customers on the outdoor patio area, which shall be reserved exclusively for Tenant, with a minimum of five hundred (500) square feet to be provided by Landlord immediately adjacent to Tenant's interior Premises and depicted on Exhibit A-2 attached hereto ("Patio"). Except as provided in Section 6.1C, Tenant shall not pay any Fixed Minimum Rent or other charges for the Patio and the square footage of the Patio shall not be included in the square footage measurement of the Premises. Landlord hereby represents and warrants that as of the Delivery Date, the use of the Patio as an outdoor seating area shall be permitted pursuant to the terms of all applicable zoning laws and regulations with respect to the Property, including parking ordinances but the foregoing expressly excludes any laws and regulations with respect to Tenant's specific Permitted Use (as opposed to the operation of a restaurant generally) on the

EXHIBIT A-1
(Site Plan Showing Lots)



MOD PIZZA

— SUPER FAST —

The ORIGINAL SUPER FAST PIZZA™

BUILD YOUR OWN
any combination of toppings
OR
CHOOSE A MOD CLASSIC
for the same price

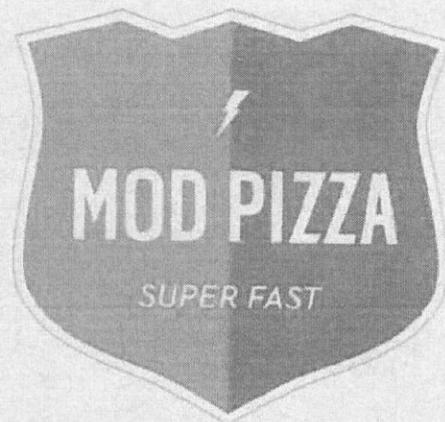
PIZZA

11" standard pizza size

MINI \$4.47
6" crust

MOD \$7.17
11" crust

MEGA \$9.17
11" double crust



— OUR PROMISE —

OUR MENU IS SIMPLE
BUT YOUR OPTIONS ENDLESS...
FEEL FREE TO MODIFY

IF YOU ARE NOT COMPLETELY
HAPPY WITH YOUR PIZZA
LET US MAKE YOU A NEW
ONE ON THE HOUSE

WE ARE MOD

1 MADDY only \$6.17
Classic Cheese Pizza

2 MAD DOG
Mozzarella, Pepperoni,
Mild Italian Sausage,
Crumbled Meatballs,
MOD Red Sauce

3 TRISTAN
Mozzarella, Asiago,
Roasted Red Peppers,
Mushrooms, Pesto

4 SIENNA
Mozzarella, Parmesan,
Garlic, Fresh Rosemary,
Red Onions, Mushrooms

5 LUCY SUNSHINE
Mozzarella, Parmesan,
Artichokes, Garlic,
Dollops of MOD
Red Sauce

6 JASPER
Mozzarella, Mushrooms,
Spicy Italian Sausage,
MOD Red Sauce

7 DILLON JAMES
Mozzarella, Asiago,
Fresh Chopped Basil,
Garlic, Sliced Tomatoes,
MOD Red Sauce

8 ULYSSES
Mozzarella, Parmesan,
Asiago, Gorgonzola,
Fresh Chopped Basil,
Garlic, Mushrooms

9 CALEXICO - it's hot!
Mozzarella, Gorgonzola,
Chicken, Jalapenos,
Hot Buffalo Sauce,
MOD Red Sauce

10 CASPIAN
Mozzarella, Gorgonzola,
Barbeque Chicken,
Barbeque Sauce,
Red Onions

MOD KNOTS

Garlic, Cinnamon,
Chocolate, Strawberry

\$2.77

BUILD YOUR OWN
OR
CHOOSE A MOD CLASSIC
for the same price

SALADS

MINI \$4.47

MOD \$7.17

MEGA \$9.17
SERVES 2 TO 4

STANDARD

Greens, Roasted
Red Peppers, Asiago

DELUXE

Greens, Chicken, Salami,
Green Bells, Garbanzos,
Tomatoes, Olives, Basil,
Parmesan

CAESAR

Romaine, Tomatoes,
Asiago, Parmesan,
Lemon Wedge

PIZZA SALAD

Enjoy your salad on a
warm 11" Asiago crust

\$8.17

— PIZZA & SALAD TOPPINGS —

SAUCE

MOD Red Sauce
MOD White Sauce
Pesto
BBQ Sauce
Ranch
Garlic Rub
Hot Buffalo Sauce

EXTRAS

Spinach
Mushrooms
Tomatoes
Black Olives
Jalapenos
Artichokes
Red Onion
Pineapple
Sun Dried Tomatoes
Green Bell Peppers
Roasted Red Peppers
Pepperoncini Peppers
Kalamata Olives

MEAT

Italian Sausage (Mild or Spicy)
Pepperoni
Salami
Grilled Chicken
Crumbled Meatballs
Bacon
Anchovies
Canadian Bacon

SPICES

Garlic
Rosemary
Chopped Basil

CHEESE

Mozzarella
Parmesan
Feta Cheese
Asiago
Gorgonzola

— DRINKS —

SELF SERVE SODA, ICED TEAS, LEMONADES
MILKSHAKES,
DRAFT BEER OR WINE
Vary by store

Order online at MODPIZZA.COM
Follow us on Facebook & Twitter

VISIT MODPIZZA.COM TO FIND YOUR CLOSEST MOD



**MOD PIZZA ALCOHOL SERVERS
TRAINING MANUAL**

SERVING ALCOHOL RESPONSIBLY

| | |
|--|-------|
| General Guidelines..... | 1 |
| Responsibilities of Management. | 2 |
| Staff & Management Responsibilities..... | 3 |
| Local Laws You Should Know. | 4-5 |
| Legal Serving Hours | |
| Minimum Age of Sellers/Servers | |
| Adults Sharing Drinks with Minors | |
| Liquor Product Identification Signs | |
| Serving Intoxicated Individuals | |
| Mandatory Training | |
| Bottle Service | |
| Giving Away Alcohol | |
| Alcohol Awareness Programs. | 5 |
| Compliance Testing | |
| DUI Notification Program | |
| Handling Intoxicated Individuals..... | 6 |
| Recognizing Drinking Levels | |
| Green, Yellow, Red Levels of Intoxication..... | 7 |
| Liquor Information/Blood Alcohol Content Chart. | 8 |
| Acknowledgment Form..... | 9 |
| Customer Incident Report (Form)..... | 10 |
| Carding Procedures..... | 11-12 |
| Store Hours..... | 13 |

GENERAL GUIDELINES

- Customers buying alcohol must be 21.
- Employees selling alcohol must be 21.
- An employee of legal age (over 21) must always be available to ring up sales of alcoholic beverages.
- Employees under the age of 21 should be carefully watched to ensure that they do not sell or have access to liquor for themselves or their friends.
- Employees are required to request proof-of-age identification from anyone seeking to purchase alcohol regardless of the guest's age or appearance. If you have any questions about the identification provided, please contact your manager.
- Employees are advised to carefully review all identifications, but to be particularly careful in reviewing vertical identifications and to seek assistance if any questions arise regarding the validity of the ID or actual age of the individual presenting the ID.
- Hour restrictions and times when alcohol cannot be sold must be strictly enforced. Alcohol can only be sold when the store is open.
- Employees should be fully aware that they have the legal right to refuse to sell alcoholic beverages to anyone unable to produce proper identification or who they feel is already intoxicated. If you have any questions or concerns about selling or serving alcohol to a particular customer, please contact your manager.
- MOD takes non-compliance with the Ordinance very seriously. Violations of the Ordinance will be reviewed on a case by case basis and appropriate action will be taken regarding employees involved with violations based on that review.

Training:

Employees will be required to obtain BASSET Certification training per Section 3-33.3 of the Downers Grove Municipal Code every three (3) years.

Employees must be trained of store policies and advised of local laws concerning the sale of alcohol upon hire.

RESPONSIBILITIES of MANAGEMENT

1. Ensure employee comprehension of Liquor Handling Policies/Procedures through the:
 - a. Distribution of a policy manual to employees upon hire.
 - b. Provision of instruction/guidance/assistance on proper liquor service.
 - c. Sharing with employees the requirements of the local liquor code as set forth in this Training Manual.
 - d. Require staff to sign an Acknowledgement Form.

2. Provide employee guidance/assistance to ensure enforcement of Liquor Handling Policies/Procedures in accordance with State Liquor Ordinances.

3. Provide employee with regular evaluations of his/her work performance.

4. Initiate proper disciplinary action as necessary. Provide for appropriate intervention and remedial training as necessary.

5. Provide for appropriate training of all personnel in accordance with their respective job classifications.

STAFF AND MANAGEMENT RESPONSIBILITIES

SERVERS—please adhere to the following requirements and best practices:

- Verification of age by valid identification only.
- Know state and local liquor laws and legal responsibilities of those who serve alcohol.
- Enforce local laws regarding minimum drinking age—alcohol can only be served or sold to individuals who are 21 years of age and older.
- Never give away alcoholic liquor.
- Never serve guests who are visibly intoxicated.
- Serve alcohol only within permitted hours.
- Recognize signs of intoxication.

MANAGEMENT—please adhere to the following requirements and best practices:

- Provide food service at all times that the business is open.
- Be sure beverage service policies are enforced by personnel.
- Evaluate intoxicated guests when requested by staff.
- Refuse alcohol service if a guest is showing visible signs of intoxication. Please work with a manager in such situations.
- Call a cab or alternative form of transportation for intoxicated guests.

RESPONSIBILITIES TO THE CUSTOMERS

MOD Pizza takes responsible alcohol service very seriously. We do not want our customers to drive home if they have had too much to drink!

If you think a customer should not be served, is showing visible signs of intoxication, or if you think a customer has had too much to drink, you should contact the manager immediately.

MOD Pizza believes that the safety and well-being of its guests, its squad members, and the public are the top priority. As a result, MOD Pizza and its staff have an obligation to the community and to the individual to identify people who are showing visible signs of intoxication or are otherwise impaired and to take appropriate action. This applies to all customers. Everyone at MOD Pizza is your responsibility.

Management is responsible for actually "cutting off" customers, but it takes a team effort from all employees to help identify these people and tell the manager on duty. Rely on good judgement when someone in the establishment has had too much to drink. With your help, talk to the customer before anything bad happens, not after.

LOCAL LAWS YOU SHOULD KNOW

LEGAL SERVING HOURS *(Section 3-31)*

Another area where disregard of the law may bring stiff penalties concerns the hours when liquor may and may not be served. You should know when you must stop serving, when all glasses must be off the tables and bar, and when all guests must be out of the establishment. If it becomes necessary in upholding the law, remove glasses from the tables.

| Day | Hours |
|-------------------------|---|
| Monday through Thursday | 8:00 a.m. to 1:00 a.m., the following day |
| Friday and Saturday | 8:00 a.m. to 2:00 a.m., the following day |
| Sunday | 9:00 a.m. to 1:00 a.m., the following day |
| New Year's Eve | 8:00 a.m. to 2:00 a.m., the following day |
| St. Patrick's Day | 8:00 a.m. to 2:00 a.m., the following day |
| Thanksgiving Eve | 8:00 a.m. to 2:00 a.m., the following day |

It is unlawful to permit customers to consume alcohol on premises later than one hour after the applicable closing time. Food service for all restaurants must be available up until 1 hour prior to close.

MINIMUM AGE OF SELLERS *(Section 3-28)*

Age of seller policies require that alcohol servers and clerks be a minimum age in order to legally serve or sell alcohol. Clerks must be at least 21 years of age to ring up any sale of alcoholic liquor. Servers must be a minimum of 19 years of age; however, they under 21 server MAY NOT take the initial order or make the determination that a patron is of age. Initial orders/determination of age (carding) must be done by another server who is over 21.

ADULTS SHARING DRINKS WITH MINORS *(Section 3-36)*

The Management will make it clear that adults sharing drinks with minors will not be tolerated. Regardless if in the company of parents, those under 21 should not be allowed alcoholic beverages.

- If an instance arises, the Manager will immediately tell the party that such practices are not permitted.
- Make it understood any alcoholic beverage in front of a minor will be immediately removed.
- If the party persists, the Manager will remove the alcohol from the table and refuse to accept further orders.

LIQUOR PRODUCT IDENTIFICATION SIGNS *(Section 3-33.2)*

The sale of alcoholic liquor for consumption on the premises within the Village shall be limited to restaurants, hotels and recreational facilities, with liquor sales as incidental of the operation of any such establishments. Liquor product identification signs, (banner, placard, poster streamer, balloon or other attention getting device, which is designed or used to advertise, promote or identify a particular brand of liquor - including, but not limited to, "beer signs" that may involve electronic or neon displays) **shall not be permitted as any interior or exterior window sign or as any form of exterior sign** for any premises holding a license for on-premises consumption. Patio Umbrellas shall not constitute a sign.

SERVING INTOXICATED INDIVIDUALS *(Section 3-25)*

Serving an obviously intoxicated person is strictly a violation of policy and may lead to civil or criminal responsibility. If an obviously intoxicated person leaves the premises and gets into an accident, a civil suit or criminal proceedings may be brought against both the company and the individual employee(s) responsible. Our best protection will come from the exercise of common sense by both management and employees. Employees serving alcoholic beverages should be aware of their responsibilities AND their potential personal liability.

.08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the State of Illinois with a BAC of .08 or more risks being charged with Driving Under the Influence (DUI)

LOCAL LAWS Continued....

MANDATORY CERTIFIED TRAINING *(Section 3-33.3)*

Every employee who serves, sells or distributes alcoholic liquor shall successfully complete a certified training program and maintain a current effective certification from said program. Servers at on-premises consumption licensed facilities will need to complete training every three (3) years. Certificate(s) shall be made available upon the licensed premises for inspection by the Village.

BOTTLE SERVICE *(Section 3-33.1 (a)(6))*

Bottle service advertising offer for sale or sale of distilled spirits by the bottle is prohibited. The sale of pre-mixed carafes (not exceeding 64 ounces) of no more than two distilled spirits mixed with a non-alcoholic beverage (i.e. margaritas) are allowed but must be delivered to two or more people.

GIVING AWAY ALCOHOLIC LIQUOR *(Section 3-33.1(c))*

At no time is a licensee allowed to give away liquor. This includes offering free or complimentary alcohol whether to regular patrons or to patrons in a private party or function. Licensees may also not advertise "free" or "complimentary" in regard to alcoholic liquor.

ALCOHOL AWARENESS PROGRAMS

COMPLIANCE TESTING (Control Buy Program)

The Downers Grove Police Department periodically conducts tests on establishments to ensure that minors are not being served alcohol. An Under 21 agent is sent into each establishment to attempt to purchase liquor. In the event staff serves or sells alcohol to the minor, the individual involved in the service/sale is immediately issued an administrative citation (ticket) for serving the minor. In addition, the licensee will be required to attend a public hearing on the violation. A finding of guilty with regard to the violation will result in fines, penalties and/or suspension of the liquor license and possible mandatory certified training for all employees.

- \$500 administrative citation to the individual involved in alcohol sales to a minor
- Up to \$1,000 to cover costs of a disciplinary hearing
- Up to \$15,000 in fines
- Suspension and/or revocation of liquor license

DUI Notification Program

The Downers Grove Police Department will notify an establishment in the event an individual arrested for a DUI names their establishment as where they have been drinking prior to the arrest. Any establishment receiving numerous notifications will be subject to a license renewal hearing where the establishment's liquor serving policies will be reviewed.

HANDLING INTOXICATED INDIVIDUALS

MOD Pizza squad members must not serve intoxicated persons. There is an obligation to help prevent intoxicated persons from leaving and subsequently injuring themselves and others.

PREVENTATIVE MEASURES:

- Do NOT sell or serve more than two or more drinks to any one person at one time. This is a Village Ordinance!
- You may discourage intoxication and monitor guests by counting drinks & keep track of alcohol consumed over a specific period of time.

While any one given individual reacts differently to over-consumption of alcohol, the following are a few points to keep in mind that could indicate an individual is, indeed, intoxicated. Be on the alert for these as signals for management intervention:

CHANGES IN BEHAVIOR:

- Loud speech
- Annoying other customers
- Argumentative
- Foul language Carelessness with money Irrational statements Unable to sit on chair
- Complaining about drink strength

IMPAIRED COORDINATION:

- Stumbling
- Drowsy
- Slurred speech
- Spilling of drinks

When these characteristics are observed, the suspected intoxicated person should be targeted as a potential problem and the person's behavior **should be monitored**.

If a noticeable change of behavior occurs, please consider the following options and contact your manager:

- Offer non-alcoholic beverages;
- Slow down service of alcohol;
- Encourage food; and/or
- Bring water.

If you observe that the customer needs to be cut off, please contact your **manager** and conduct a thorough evaluation before engaging with the customer. If termination of liquor service is necessary after consulting with your manager, you need to advise other service people so that this customer will not receive a drink from another employee. Because MOD Pizza has a single point of sale, preventing service to such an individual should be facilitated.

REMEMBER:

An establishment or its employees are liable if an intoxicated guest causes injury to another person.

RECOGNIZING SIGNS OF INTOXICATION

Green, Yellow, and Red Levels of Drinking

A **Green** Level of drinking is reached after approximately one drink, at a green level most drinkers feel relaxed, comfortable, talkative, and happy. They are usually sociable and behave as they would if they were not drinking.

A **Yellow** Level is where the first sizable changes begin to occur. Though specific behaviors of individual drinkers may vary, the progression of behavior is the same. This is because alcohol effects the body progressively. First alcohol relaxes inhibitions, then it impairs judgement. Behaviors that exhibit relaxed inhibitions and/or impaired judgment may signal a yellow drinking level.

Drinkers who begin to talk or laugh louder are exhibiting a relaxation of inhibitions. These drinkers act with less restraint, possibly becoming overly talkative or over friendly. Some drinkers may become so relaxed that they get giddy. Desire to enjoy oneself is a large part of alcohol's appeal.

Relaxation of inhibitions causes some people to argue with or bait others around them. Some drinkers may start to use or increase their foul language. This type of behavior not only exhibits relaxed inhibitions but impaired judgment as well, for they cannot see that they are annoying other people.

Green = Go

Yellow = Slow Down

Red = Stop

Alcohol can affect a person's judgment, and this includes judgments regarding personal abilities such as driving. That is why customers who exhibit impaired judgment are labeled at a yellow or "caution" level of drinking - a level at which driving is a definite risk.

After affecting inhibitions and judgment, alcohol progresses to affect reaction time and then motor coordination. Behaviors that exhibit slowed reactions and/or reduced motor coordination signal a **Red** Level of drinking - a level at which driving is a definite risk.

Alcohol can slow a person's reaction time to the point where they move as though in slow motion or they need time to respond to questions.

Drinkers at a red level may look glassy-eyed. They may also lose their train of thought and/or make irrational statements. At this stage they may spill drinks, drop food, or otherwise drop items.

Drinkers who cannot walk straight are exhibiting a reduction in motor coordination and are at a red level of drinking. Some drinkers may have such a reduction of motor coordination that they may stumble or fall down.

Alcohol affects a person's behavior progressively - inhibitions first, then judgment, then reactions, and finally coordination. Behavioral signals of these stages can be classified into green, yellow, or red levels of drinking to help determine which customers may be a driving risk.

LIQUOR INFORMATION

The percentage of alcohol in a given liquor is usually expressed with the term or "proof". Divide proof in half, and the result is the percentage of alcohol. The range is from 3% alcohol found in some beers, to more than 75% in some rums and liqueurs.

The percentage of alcohol can differ widely from drink to drink, but the volume of drink consumed is just as important. A drink with 1 ounce of 100 proof vodka, a 12-ounce bottle of beer, and a 4-ounce glass of wine all have the same amount of alcohol - ½ ounce.

Safe Limits of Alcohol Consumption First hour:

Small person: 1-2 drinks

Medium person: 2-3 drinks

Large person: 3-4 drinks

Subsequent hours:

ONE drink per hour for each person, regardless of body size.

Example:

A 160 lb. person who consumes three 1-ounce drinks of 100% liquor, three 5-ounce wines or three 12-ounce beers, over a one-hour period may register above the safe 0.05% level. Six drinks over a two-hour period and the person is above the .10% level - legally intoxicated. Also, at any given level of intoxication, it takes only one drink per hour to maintain a level alcohol count since the body emanates alcohol at the rate of one drink per hour.

The following chart shows the approximate BAC which corresponds to each person's weight and how much they have consumed.

Blood Alcohol Content
Body Weight in Pounds

| # of Drinks | 100 | 120 | 140 | 160 | 180 | 200 | 220 | 240 |
|-------------|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | .04 | .03 | .03 | .02 | .02 | .02 | .02 | .02 |
| 2 | .08 | .06 | .05 | .05 | .04 | .04 | .03 | .03 |
| 3 | .11 | .09 | .08 | .07 | .06 | .06 | .05 | .05 |
| 4 | .15 | .12 | .11 | .09 | .08 | .08 | .07 | .06 |
| 5 | .19 | .16 | .13 | .12 | .11 | .09 | .09 | .08 |
| 6 | .23 | .19 | .16 | .14 | .13 | .11 | .10 | .09 |
| 7 | .26 | .22 | .19 | .16 | .15 | .13 | .12 | .11 |
| 8 | .30 | .25 | .21 | .19 | .17 | .15 | .14 | .13 |
| 9 | .34 | .28 | .24 | .21 | .19 | .17 | .15 | .14 |
| 10 | .38 | .31 | .27 | .23 | .21 | .19 | .17 | .16 |

ONE DRINK = 1 1/4 oz. of 80 proof liquor, one 12 oz. beer, or 4 oz. of wine.

MOD PIZZA ACKNOWLEDGMENT FORM

Employee Name _____

I, the undersigned, have read MOD Pizza's Alcohol Servers Training Manual and acknowledge being advised of the Downers Grove Municipal Code, Chapter 3, specifically Section 3-25, which deals with the sale of alcoholic beverages to minors, etc., and agree to comply with its specifications.

I acknowledge that I personally have the discretionary right to refuse sales of alcoholic beverages to anyone I feel is underage or intoxicated, and I, therefore, accept full responsibility for my actions.

As of today, **I am at least 21 years of age** and understand that I may take orders for alcoholic beverages, as well as serve/sell the product to customers for on premises consumption and ring up sales for off-premises consumption, only after determining that person placing the order is of legal drinking age – 21 years of age or older. I have read and understand the I.D. guidelines as outlined in the Downers Grove Liquor License Guidelines.

Signature

Date

OR

As of today, **I am at least 19 years of age** and understand that I may serve alcoholic beverages to customers for consumption on the premises only, after another employee at my place of employment (over the age of 21) determines that person placing the order is of legal drinking age - 21 years of age or older. I understand that I may not attend bar; draw, pour or mix any alcoholic beverages. I understand that I may not register (ring up) by mechanical means the sale of alcoholic liquor at any time at an off-premises licensed establishment. I have read and understand the I.D. guidelines as outlined in the Downers Grove Liquor License Guidelines.

Signature

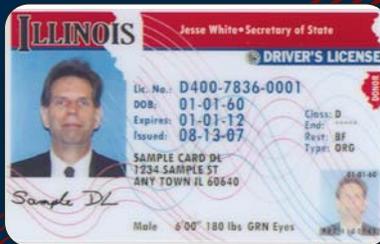
Date

ILLINOIS

NEW DRIVER'S LICENSE/ID CARD DESIGN



Under 21 Driver's License



Driver's License



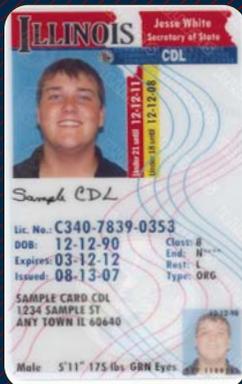
Under 21 ID Card



ID Card



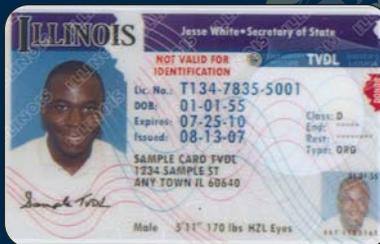
Under 21 Temporary Visitor Driver's License (TVDL)



Under 21 Commercial Driver's License



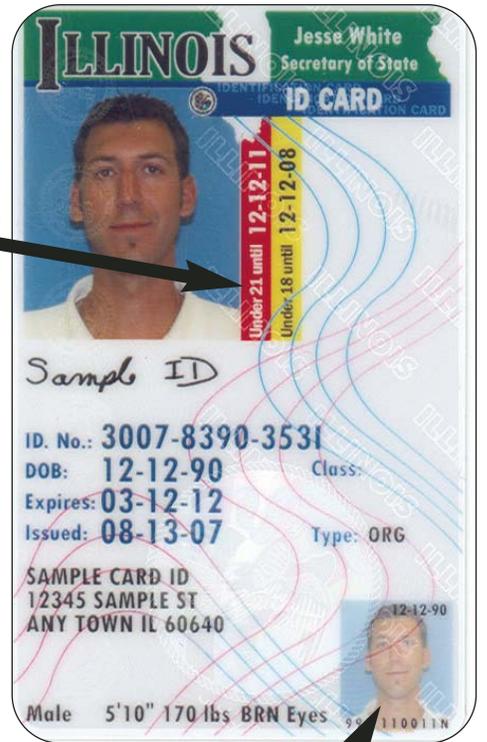
Commercial Driver's License (CDL)



Temporary Visitor Driver's License (TVDL)

Illinois Secretary of State Jesse White

Driver's License/ID Card Security Features



Driver's License Features

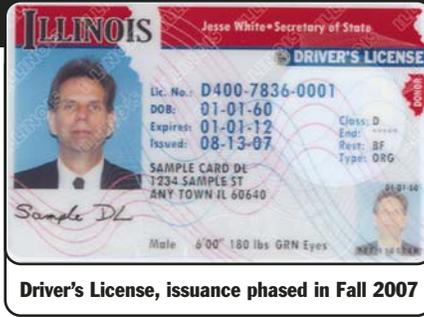
- Card type indicator
 Red — Driver's License and CDL
 Green — ID Card
 Purple — TVDL
- Guilloche pattern in background
- Date of birth in two locations
- Ghost image of photo
- Organ/Tissue Donor indicator
- UV, hologram, microtext and more

Additional Features — Under 21 Driver's License

- All security features listed above
- Under 21/18 dates
- Vertical design

Valid Over 21 Driver's Licenses/ID Cards

NEW to be phased in Fall 2007



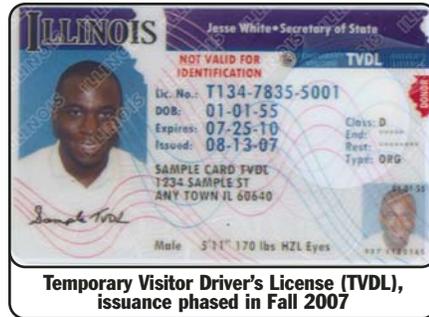
Driver's License, issuance phased in Fall 2007



ID card, issuance phased in Fall 2007

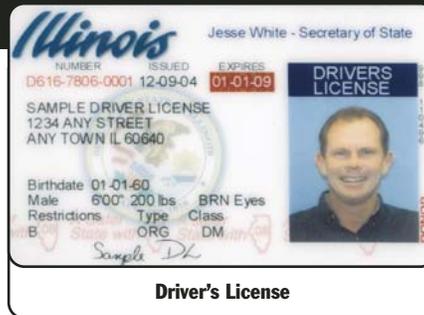


CDL, issuance phased in Fall 2007

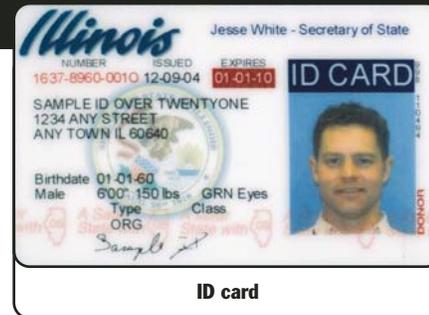


Temporary Visitor Driver's License (TVDL), issuance phased in Fall 2007

OLD to be phased out upon individual expiration dates



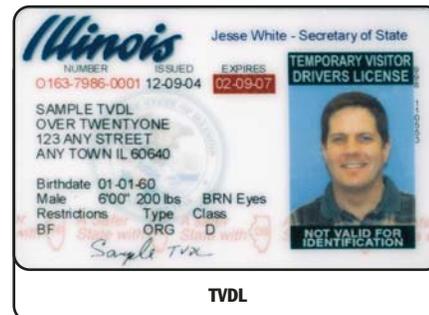
Driver's License



ID card



CDL



TVDL

Valid Under 21 Driver's Licenses/ID Cards

NEW to be phased in Fall 2007

ILLINOIS Jesse White Secretary of State
DRIVER'S LICENSE

Sample DL

Lic. No. D400-7839-0953
DOB: 12-12-90
Expires: 03-12-12
Issued: 08-13-07

Class: D
End: N
Rest: B
Type: ORG

SAMPLE CARD DL
1234 SAMPLE ST
ANY TOWN IL 60640

Female 5'05" 125 lbs BRN Eyes

Under 21 until 12-12-11
Under 18 until 12-12-08

Under 21 Driver's License, issuance phased in Fall 2007

ILLINOIS Jesse White Secretary of State
ID CARD

Sample ID

ID. No. 3007-8390-3531
DOB: 12-12-90
Expires: 03-12-12
Issued: 08-13-07

Class:
Type: ORG

SAMPLE CARD ID
12345 SAMPLE ST
ANY TOWN IL 60640

Male 5'10" 170 lbs BRN Eyes

Under 21 until 12-12-11
Under 18 until 12-12-08

Under 21 ID card, issuance phased in Fall 2007

ILLINOIS Jesse White Secretary of State
CDL

Sample CDL

Lic. No. C340-7839-0353
DOB: 12-12-90
Expires: 03-12-12
Issued: 08-13-07

Class: B
End: N
Rest: L
Type: ORG

SAMPLE CARD CDL
1234 SAMPLE ST
ANY TOWN IL 60640

Male 5'11" 175 lbs GRN Eyes

Under 21 until 12-12-11
Under 18 until 12-12-08

Under 21 CDL, issuance phased in Fall 2007

ILLINOIS Jesse White Secretary of State
TVDL

Sample TVDL

Lic. No. T134-7839-0953
DOB: 12-12-90
Expires: 02-02-09
Issued: 08-13-07

Class: D
End: N
Rest: B
Type: ORG

SAMPLE CARD TVDL
1234 SAMPLE ST
ANY TOWN IL 60640

Female 5'07" 120 lbs BLUE Eyes

Under 21 until 12-12-11
Under 18 until 12-12-08

NOT VALID FOR IDENTIFICATION

Under 21 TVDL, issuance phased in Fall 2007

OLD to be phased out upon individual expiration dates

Illinois Jesse White Secretary of State
DRIVERS LICENSE

Sample DL

No: U536-7848-6001
Issued: 12-09-04
Expires: 04-01-07

Class: D
Restrictions: *****
Male
BLUE Eyes
5'00"
120 lbs

SAMPLE DL
UNDER TWENTYONE
1234 ANY STREET
ANY TOWN IL 60640

Under 21 until 01-01-07
Under 18 until 01-01-04

Under 21 Driver's License, Issuance began 1/1/05

Illinois Jesse White Secretary of State
ID CARD

Sample ID

No: 5367-8986-601U
Issued: 12-09-04
Expires: 04-01-07

Class: D
Restrictions: *****
Female
BLUE Eyes
5'05"
115 lbs

SAMPLE ID
UNDER TWENTYONE
1234 ANY STREET
ANY TOWN IL 60640

Under 21 until 01-01-07
Under 18 until 01-01-04

Under 21 ID Card, Issuance began 1/1/05

Illinois Jesse White Secretary of State
CDL

Sample CDL

No: U536-7838-6601
Issued: 12-09-04
Expires: 04-01-07

Class: B
Restrictions: B
Endorsements: X***
Female
GRN Eyes
5'08"
120 lbs

SAMPLE CDL
UNDER TWENTYONE
1234 ANY STREET
ANY TOWN IL 60640

Under 21 until 01-01-07
Under 18 until 01-01-04

Under 21 CDL, Issuance began 1/1/05

Illinois Jesse White Secretary of State
TEMPORARY VISITOR DRIVERS LICENSE

Sample TVDL

No: U536-7988-6601
Issued: 12-10-04
Expires: 02-09-07

Class: D
Restrictions: BF
Female
BRN Eyes
6'00"
200 lbs

SAMPLE TVDL
UNDER TWENTYONE
123 ANY STREET
ANY TOWN IL 60640

Under 21 until 01-01-07
Under 18 until 01-01-04

NOT VALID FOR IDENTIFICATION

Under 21 TVDL, Issuance began 1/1/05

Illinois Jesse White - Secretary of State

NUMBER ISSUED EXPIRES
S514-4758-6601 12-13-04 04-01-07

JANE Q SAMPLE
1234 ANY STREET
HOME TOWN IL 60060

Birthdate 01-01-86
Male 5'00" 120 lbs GRN Eyes
Restrictions Type Class Endor
B ORG B X***

Under 21 until 01-01-07
Under 18 until 01-01-04

Under 21 Driver's License Style, 12/30/02-12/31/04

Features on Back of Driver's License/ID Card



Features on Back of Driver's License and ID Cards

- Existing medical information areas relocated
- Existing 2D and 1D barcodes relocated
- New 1D barcode for internal materials tracking
- Web Site address — www.cyberdriveillinois.com
- New text on ID cards (Not for driving purposes)
- Organ Donor signature area no longer needed due to new Organ/Tissue Donor Registry (witnesses or family consent no longer necessary)



DRIVER SERVICES

Driver's License/State ID Card Central Issuance



A significant change will soon take place at the Secretary of State's office. The change will improve upon the design and issuing process of Illinois' driver's licenses/ID cards.

Applicants visiting Driver Services facilities will no longer be issued a new permanent DL/ID card at the end of the application process. Instead, they will leave the facility with a temporary secure paper driver's license, which is valid for 45 days and will serve as their DL/ID for driving purposes and proof of identification. For air travel, the U.S. Department of Homeland Security (DHS) states that it will accept the temporary document in conjunction with the old DL/ID to board an aircraft until the permanent card arrives in the mail. Therefore, the facility employee will return the old DL/ID card back to the applicant after punching a hole in it.

Meanwhile, the applicant's information will be sent to a centralized, secure facility in Illinois. After fraud checks have been conducted to ensure the applicant's identity, a higher quality, more secure DL/ID will be printed and sent via U.S. mail within 15 business days to the applicant's address.

This new process, central issuance, meets REAL ID requirements mandated by DHS. As a result, these changes are necessary for Illinois to move closer to achieving full REAL ID compliance. Illinois is not the first state to transition to central issuance. In fact, 39 other states have already done so. This includes heavily populated states like California, Texas, New York and Florida – as well as Illinois' neighboring states.

Also, central issuance allows better identity theft prevention by allowing the office to investigate possible fraud before applicants receive their DL/ID. In addition, the design of the DL/ID card has been upgraded with important features that over-the-counter technology simply cannot produce.

The transition to central issuance will take place in phases. Beginning May 17, 2016, Safe Driver Renewal applicants will receive by mail their new driver's license with the upgraded security features. Beginning in late June 2016, through a gradual rollout, Driver Services facilities throughout the state will implement central issuance with the new card design. By the end of July 2016, all Driver Services facilities will have transitioned to central issuance.

NOTE: The temporary DL/ID is not acceptable as proof of identity for a Social Security Number replacement card. If you plan to request a Social Security Number replacement card, please wait for your permanent driver license or ID card to arrive in the mail before visiting a Social Security office.

Quick Links

- [Address Change](#)
- [Central Issuance Brochure](#)
- [Central Issuance Brochure - Spanish](#)
- [Check Status of Your Permanent DL/State ID](#)
- [Driver's License/State ID Card Information](#)
- [FAQs](#)
- [Jesse White Announces Security Upgrades to Driver's License/ID Card](#) - video
- [News Release](#)

Video



You may download a copy of the above video by right-clicking on [this link](#) and selecting the "Save Link/Target As" option.

THE NEW PROCESS:

STEP 1

When it is time to renew your driver's license or if you are a new driver in Illinois, visit a Secretary of State Driver Services facility.



STEP 2

Take the vision, written and road tests (if necessary).



STEP 3

Take your photo at the facility.



STEP 4

Receive your temporary, secure paper driver's license at the facility and your old driver's license/ID card will be returned to you after a hole has been punched in it.



STEP 5

After fraud checks have been conducted, your new permanent driver's license/ID card will be mailed to you within 15 business days.



CARDING PROCEDURES

HOW TO CHECK A PATRON FOR CORRECT PROOF OF AGE

Age Requirement

The minimum age requirement for the purchase of alcoholic beverages in all states is 21 years of age. If you have any reason to believe that an underage patron is attempting to purchase alcohol, you must ask for proper identification.

Under no circumstances should you sell any alcoholic beverages to a person under 21 years of age.

CHECKING I.D.'S

Only Official Identification May be Accepted.

Do not accept a card just because it is labeled as an identification card, even if it looks official and has a state name on it.

The responsibility of those who sell alcoholic beverages is to ask for an acceptable form of identification. Identification should always be required if the customer purchasing the alcoholic beverage appears to be under 30 years of age. Identification presented should be some form of I.D. with a picture on it.

ACCEPTABLE FORMS OF IDENTIFICATION

The following pieces of identification, unaltered and current, verifying their age to be of at least 21 years, are acceptable:

- Current Driver's License (Primary)
- Current Photo Identification Card (State issued)
- Passport
- Armed Forces I.D.
- Alien Registration Card

If any of the forms appear questionable, they should be taken to the manager on duty for approval. A State Identification Guide should be available on the premises to verify out-of-state identification.

TRAFFIC TICKETS CANNOT BE ACCEPTED

If in doubt, ask for another piece of identification!!! Being served is a privilege, not a right. If someone cannot provide adequate proof of age-you have no obligation to serve them.

What to Look for to Determine that the Identification Given to You is Legal and Correct

- Seal of State issuing identification
- Utilize State identification guide to check authenticity of out-of-state licenses

When checking a person's I.D., the following is a list of things to look for on the identification:

- Date of Birth
- Picture
- Expiration date

When verifying proper identification, check the following:

- Has the i.d. been altered or tampered with in any way?
- Look at both the photo on the i.d. and the person presenting it.

IS IT THE SAME PERSON???

Check the physical description:

- Height
- Weight
- Eye and hair color

Does the person match the description on the I.D. in regard to eyes, height, weight, and approximate age?

If there is any doubt, the individual presenting the identification should be asked to:

- Provide another form of identification
- Sign his/her name (compare with signature on the I.D.)

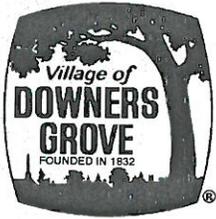
WHEN IN DOUBT, DO NOT MAKE THE SALE

It is against the law for a person to misrepresent their age. Using false identification is punishable by local and State law.

Do you know what year a person would have to have been born in to be 21 years of age right now?

STORE HOURS

| | |
|-----------|--------------|
| Monday | 10:30am-10pm |
| Tuesday | 10:30am-10pm |
| Wednesday | 10:30am-10pm |
| Thursday | 10:30am-10pm |
| Friday | 10:30am-11pm |
| Saturday | 10:30am-11pm |
| Sunday | 10:30am-10pm |



VILLAGE OF DOWNERS GROVE
REPORT FOR THE LIQUOR COMMISSION
JUNE 7, 2018 AGENDA

| SUBJECT: | TYPE: | SUBMITTED BY: |
|--|---|--|
| Licensee: Orange & Brew, LLC D/B/A: Orange & Brew Address: 1027 Burlington | Application for Class WB liquor license | Carol Kuchynka Liaison to the Liquor Commission |

REQUEST

The applicant is requesting a Class WB liquor license for Orange & Brew located at 1027 Burlington.

NOTICE

The request has been filed in conformance with applicable procedural and public hearing requirements.

GENERAL INFORMATION

Officer(s): Eric Schmidt, Managing Partner

Stockholder(s): Eric Schmidt- 100%

Manager: Mr. Eric Schmidt

Licensee: Orange & Brew, LLC d/b/a Orange & Brew
1027 Burlington
Downers Grove, IL 60515

PROPERTY INFORMATION

EXISTING LAND USE: Commercial
PROPERTY SIZE: (1,800 square feet)

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Legal Department:

1. Application for Liquor License
2. Lease
3. Drink Menu
4. Liquor Handling Manual
5. Floor Plan

Project Description

The applicant is requesting a Class WB liquor license for the operation of a wine/beer boutique located at 1027 Burlington.

Compliance with the liquor ordinance

The establishment is defined as:

Wine/Beer Boutique. A place kept, used, maintained, advertised or held out to the public as a place where the retail sale of wine and/or beer, tastings and education seminars/classes are conducted on a regular basis and on-site consumption of wine and/or beer is allowed.

License conditions

Class "WB" Wine/Beer Boutique Licenses

"WB" Wine/Beer Boutique licenses shall authorize the retail sale of wine and/or beer in original packages and for consumption on the premises. Tastings, classes or seminars shall be permitted on such premises in accordance with State law and Village ordinances. Such licenses shall be only authorized in locations where the sale of wine and/or beer is the primary business.

The sale of wine and/or beer shall be permitted for consumption on the premises subject to the following conditions:

- a. The premises shall not exceed three thousand six hundred (3,600) square feet.
- b. Such facilities shall provide food service on the premises, including hot or cold sandwiches, appetizers or other similar foods.

Public Safety Requirements

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A building permit is required for the remodeling of the facility. Health Department approval is required.

Factors Affecting Finding or Recommendation

Certificate of Occupancy, insurance, annual fee, satisfactory background checks and employee certifications.

Recommendation

Based upon testimony presented at the June 7, 2018 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class WB liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

May 22, 2018

**COMMUNITY RESPONSE
CENTER**

630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue
Downers Grove
Illinois 60515-4782
630.434.5500
TDD 630.434.5511
FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION

5420 Main Street
Downers Grove
Illinois 60515-4834
630.434.5980
FAX 630.434.5998

POLICE DEPARTMENT

825 Burlington Avenue
Downers Grove
Illinois 60515-4783
630.434.5600
FAX 630.434.5690

PUBLIC WORKS

DEPARTMENT

5101 Walnut Avenue
Downers Grove
Illinois 60515-4046
630.434.5460
FAX 630.434.5495

Mr. Eric Schmidt
Orange & Brew, LLC
47 Timberline Drive
Lemont, IL 60439

*RE: Application for Class WB Liquor License
Orange & Brew
1027 Burlington, Downers Grove, IL 60515*

Dear Mr. Schmidt:

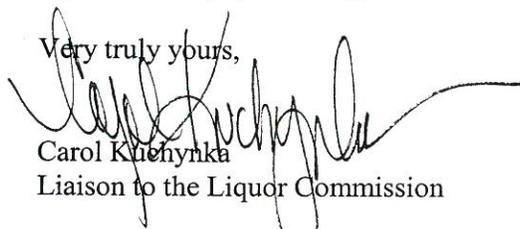
The Liquor Commission of the Village of Downers Grove will meet on Thursday, June 7, 2018, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

Very truly yours,



Carol Kuchynka
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

a\Orange Brew\app-hrg.nts



VILLAGE OF DOWNERS GROVE, ILLINOIS APPLICATION FOR LIQUOR LICENSE

Date: 4/10/18

Application is hereby made to the Local Liquor Commissioner of the Village of Downers Grove for issuance of a Class W-1 liquor license, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application the following is submitted:

1. GENERAL INFORMATION

1.1 Applicant:

Name: Orange and Brew LLC Phone: 630 207-4505
Address: 47 Timberline Drive Lemont IL 60439

1.2 Status:

- Individual(s) or Sole Proprietorship
- Corporation
- Limited Liability Corporation
- Partnership
- Club
- Other (explain) _____

1.3 Liquor Manager:

Name: Eric Schmidt Phone: [REDACTED]
Address: [REDACTED]
Driver's License No. [REDACTED] Social Sec. No. [REDACTED]
Date of Birth: [REDACTED] 73 Place of Birth: Manhattan, KS

2. PREMISES

Doing Business As Orange and Brew LLC Phone: 630 207-4505
Address: 1027 Burlington Ave.

2.2 Does Applicant beneficially own the premises for which a license is sought? Yes No

a. If yes, Applicant must attach proof of ownership. (i.e. title policy)

b. If Applicant is not the beneficial owner of the premises, does Applicant have a lease thereon for the full period for which the license is to be issued? Yes No - If yes:

- i. A copy of lease must be attached; and,
- ii. Identify the owner or rental agent for the property:

Name: Jerry Braun Phone: 708 343-2720
Address: 807 S. Fifth Ave, Maywood, IL 60153

2.3 Are the premises located within one hundred feet of any church, school, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval stations. Yes No

2.4 State the anticipated date of occupancy. 4/9/18

3. CORPORATION

This section must be completed by authorized agent of any corporate Applicant. If Applicant is a partnership, skip section 3 and go to section 4. If Applicant is neither a corporation nor a partnership, skip sections 3 and 4 and go to section 5.

- 3.1 Applicant was incorporated under the laws of the State of Illinois on the 3rd day of October, A.D., 2017.
- 3.2 If Applicant was not incorporated under the laws of the State of Illinois, is Applicant a foreign corporation qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois? Yes ___ No ___
- 3.3 Registered Agent:
Name: Eric Schmidt Phone: 630 207-4505
Address: 47 Timberline Drive, Lemont, IL 60439
- 3.4 ~~Corporate Applicants must complete and attach DG LIQ-FORM 2/OFFICERS and DG LIQ-FORM 3/SHAREHOLDERS.~~

4. PARTNERSHIP/LIMITED LIABILITY CORPORATION

This section must be completed by authorized agent of any partnership or limited liability corporation Applicant. If Applicant is not a partnership or limited liability corporation, skip to Section 5.

- 4.1 Applicant was formed under the laws of the State of IL on the 3rd day of October, A.D., 2017.
- 4.2 Is Applicant a limited partnership pursuant to the Illinois Revised Uniform Limited Partnership Act? Yes No ___
- 4.3 If Applicant was not formed under the laws of the State of Illinois, is Applicant a foreign partnership qualified under the Illinois Uniform Partnership Act or the Illinois Uniform Limited Partnership Act, as now or hereafter amended, to transact business in the State of Illinois? Yes No ___
- 4.4 Registered Agent: Not Applicable ___
Name: Eric Schmidt Phone: 
Address: 
- 4.5 General Partner: Not Applicable (Note: if there is more than one general partner, include that general partner who is to be primarily responsible for operation of the licensed premises.)
Name: _____ Phone: _____
Address: _____
- 4.6 Managing Partner: Not Applicable (Note: if there is more than one managing partner, include that managing partner who is to be primarily responsible for operation of the licensed premises.)
Name: _____ Phone: _____
Address: _____
- 4.7 Partnership Applicants must complete and attach DG LIQ-FORM 3/SHAREHOLDERS and DG LIQ-FORM 4/PARTNERSHIP/LIMITED LIABILITY CORPORATION.

5. SOLE PROPRIETORSHIP Skip to Section 6.

NOTE: Pursuant to 235 ILCS 5/6-2 (1) Sole proprietor must be resident of the Village in which the premises covered by the license is located. Pursuant to 235 ILCS 5/6-2 (3) Sole proprietor must be a citizen of the United States.

6. QUALIFICATIONS (This section to be completed by all applicants.)

6.1 Has any liquor license issued to the applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS, or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION ever been fined, revoked or suspended?

No

___ Yes
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____

- d. Additional explanatory information, if desired: _____

6.2 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of violating any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?

No

___ Yes
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____

- d. Additional explanatory information, if desired: _____

6.3 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of a felony under Federal or State law?

No

___ Yes
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____

- d. Additional explanatory information, if desired: _____

6.4 Is Applicant the beneficial owner of the business to be operated?

Yes No

6.5 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been convicted of a gambling offense in violation of Sections 28-1(a)(3) through (a)(10), or Section 28-3, of the Illinois Criminal Code (ILL. REV. STAT., ch. 38), as heretofore or hereafter amended.

No

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

Yes

- a. Jurisdiction revoking or suspending license: _____
- b. Date of revocation or suspension: _____
- c. Reason given by revoking jurisdiction for revocation or suspension: _____
- d. Additional explanatory information, if desired: _____

6.6 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been issued a federal wagering stamp by the federal government for the current tax period? Yes No If yes, provide details:

6.7 Has a federal wagering stamp has been issued by the federal government for the current tax period for the premises for which a license is sought? Yes No If yes, provide details:

6.8 Is applicant a citizen of the United States?

Yes No Not Applicable - Applicant is a corporation or partnership

6.9 Is applicant a resident of Downers Grove?

Yes No Not Applicable - Applicant is a corporation or partnership

7. SUBMITTALS

7.1 In addition to this application form the following are submitted as applicable:

- DG LIQ-FORM 1/Liquor Manager
- DG LIQ-FORM 2/Officers & Directors (for each Officer/Director, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 3/Stockholders (for each Stockholder, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 4/Partnership/Limited Liability Corporation (for each Partner, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 5/Declaration
- DG LIQ-FORM 6/Outdoor Sales Application (If applicable)
- DG LIQ-FORM 7/Certifications
- Articles of Incorporation (If applicable)
- Proof of ownership of premises (i.e. title report)
- Lease-If premises not beneficially owned by Applicant (for the full period for which the license is to be issued)
- Floor Plan, as required for any premises to be licensed for sale of alcoholic liquor for consumption on the premises, drawn to scale, and with sufficient detail to depict types of seating, location of bars and other design features.
- Employee liquor handling training manual
- Application fee
- Certificate of Insurance
- Menu (If applicable)
- Reduced Menu -after regular menu hours (If applicable)

7.2 Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

7.3 In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION, AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

Orange + Brew, LLC
Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: Eric Schmiat
Print Name

[Signature]
Sign Name

TITLE: President

Subscribed and sworn to before me this 10th day of May, 2018



[Signature]
Notary Public



VILLAGE OF DOWNERS GROVE, ILLINOIS LIQUOR MANAGER APPLICATION

1. Name of Liquor License Applicant/Holder: Orange and Brew LLC
 Doing Business As: Orange and Brew
 Address: 1027 Burlington Ave.
 Phone: (630) 207 4505 Liquor License Number: _____

2. Manager: Eric Justin Schmidt Phone: (_____) _____
 (First) (Middle) (Last)
 Residence Address: _____
 (Street Address) (City) (State) (Zip)
 If less than one year, previous residence: _____
 Citizenship: US If naturalized, date/place of naturalization: _____
 Date of Birth: _____ 73 Place of Birth: Manhattan, KS
 Social Security #: _____ Driver's License # and State: _____ IL
 Number of hours per week of employment (35 minimum) 40

3. **Liquor Handling Experience**
Name and address (city, state) of any other liquor establishment in which you have been employed, position held and dates of employment experience:
Imperial Oak Brewing - Bartender - 5/14 - Present
Grannotti - Server - 7/3/98 - 6/99 3/01 - 8/04
Cochran's Enterprises - Manager - 2/94 - 2/97

I certify I have never been convicted of a felony, misdemeanor or licensing ordinance violation.

SIGNATURE OF MANAGER [Signature] Date 2/14/18

Return to: Liaison to the Liquor Commission
VILLAGE OF DOWNERS GROVE
801 Burlington Avenue
Downers Grove, IL 60515



VILLAGE OF DOWNERS GROVE, ILLINOIS
LIQUOR LICENSE APPLICATION
PARTNERSHIP/LIMITED LIABILITY CORPORATION FORM

Applicant: Orange and Brew LLC

The following is a listing of:

- a. All general partners of any Applicant partnership formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended; and,
- b. All limited partners owning, directly or indirectly, five (5%) or more of the aggregate limited partnership interest of any Applicant partnership formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended; and,
- c. All general or managing partners of any Applicant partnership which is not formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended.

Applicant: Orange and Brew LLC
 By: Eric Schmidt
 Corporate Title: President
 Date: 2/14/18

Name: Eric Schmidt
 Address: [REDACTED]
 Social Sec. # [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 73
 General Partner Limited Partner Managing Partner Ownership Interest: 100%

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

N/A

(Attach completed Background Check Waiver)

Name: _____
 Address: _____
 Social Sec. # _____ Driver's License # _____ Date of Birth: _____
 General Partner _____ Limited Partner _____ Managing Partner _____ Ownership Interest: _____

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

(Attach completed Background Check Waiver)



VILLAGE OF DOWNERS GROVE, ILLINOIS BUSINESS ACTIVITY DECLARATION

1. Name of Liquor License Applicant/Holder: Orange and Brew LLC
 Doing Business As: Orange and Brew
 Address: 1027 Burlington Ave.
 Phone: 630 207 4505
 License Class: W

2. Main or Principal Business to be conducted by the Applicant on the premises stated above:

Craft beer bottle shop and tap room

wherein the following of the business is devoted to the sale/service of:

- _____ (2 %) Food
- _____ (96 %) Alcohol
- _____ (2 %) Non-alcoholic beverages
- _____ (_____ %) Other - List:

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS DECLARATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

Orange and Brew, LLC
 Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: [Signature]

NAME: Eric Schmidt

TITLE: President

Subscribed and sworn to before me this 10th day of May, 2018.

[Signature]
 Notary Public





VILLAGE OF DOWNERS GROVE, ILLINOIS
CERTIFIED EMPLOYEE DECLARATION

I, Eric Schmiat, DO HEREBY CERTIFY THAT I am the
Print Name

President of Orange and Brew, LLC and I DO
Corporate title/Position Corporation

HEREBY FURTHER CERTIFY THAT the attached document is a true, correct and complete

list of current employees who serve, sell or distribute alcoholic liquor of Orange and Brew, LLC
d/b/a

located at 1027 Burlington Ave., Downers Grove, Illinois.
Business Address

I DO HEREBY FURTHER CERTIFY THAT the attached copies of training certificates are true, correct and valid copies of the training certifications for each of the employees.

Date: 5/10/18 h-li
Signature

Subscribed and sworn to before me this 10th day of May, 2018.

Kevin Krajack
Notary Public



Attachments:
Employee list
Certifications

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD
Date of Certification: 5/2/2018 Expires: 5/2/2021
Trainer's IL Liquor License Number: 5A-0110606
ERIC SCHMIDT

Card is not transferrable

STORE LEASE

| DATE OF LEASE | TERM OF LEASE | | MONTHLY RENT |
|---|---------------|--------------|---|
| | BEGINNING | ENDING | |
| March 28, 2018 | April 1, 2018 | May 31, 2021 | Pre-License Rent: [REDACTED] Post-License Rent: [REDACTED] |
| Location of Premises: 1027 Burlington, Downers Grove, Illinois | | | Security Deposit: [REDACTED] |
| Purpose: Solely for the operation of a premier craft beer bottle shop and tap room | | | |

LESSEE
 NAME: Orange & Brew, LLC
 ADDRESS: [REDACTED]
 CITY: [REDACTED]

LESSOR
 NAME: Jerry Braun, as agent for the Beneficiaries of
 North Star Trust Company, not individually,
 but as Trustee under Trust Known as 2255
 CITY: 807 S. Fifth Avenue
 Maywood, Illinois 60153

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term, with the first 2 month's of Pre-License Rent (as herein defined) paid upon Lessee's execution of this Lease and thereafter the monthly rent shall be paid on the first (1st) day of each month in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Subject to Paragraph 25 of the Addendum.

RENT
WATER, GAS AND ELECTRIC CHARGES
SUBLETTING; ASSIGNMENT
LESSEE NOT TO MISUSE
CONDITION ON POSSESSION
 "as is", "where is" condition
REPAIRS AND MAINTENANCE
 replacements
ACCESS TO PREMISES
NON-LIABILITY OF LESSOR

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Subject to Paragraph 25 of the Addendum.
2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
3. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.
4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.
5. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.
6. Lessee shall keep the Premises and appurtenances thereto in a clean, slightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, slightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures, except in cases of emergency (where no notice is required), upon five (5) days' written notice to Lessee.
7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.
8. Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a

Upon no less than twenty-four (24) hours' oral notice to Lessee,

Where Lessor consent is required under this Paragraph 9, Lessor shall give notice of its consent or denial to Lessee within ten (10) business days of Lessee's notice to Lessor of its intended work.

RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

HEAT

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.

FIRE AND CASUALTY

10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

TERMINATION; HOLDING OVER

11. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine. and same has not been cured within five (5) days after notice thereof

LESSOR'S REMEDIES

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term serve written notice upon Lessor that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of \$200.00 dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein. and same remains unpaid five (5) days after notice thereof

additional

13. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

RIGHT TO RELET

14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not, be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

COSTS AND FEES

15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease. Except as otherwise provided herein.

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LIENS

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16. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may refer the same under the orders of the court appointing him.

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

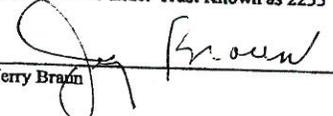
(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

22. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

23. SEE RIDER AND GUARANTY ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSOR:

Jerry Braun, as agent for the Beneficiaries of North Star Trust Company, not individually, but as Trustee under Trust Known as 2255


Jerry Braun

LESSEE:

Orange & Brew, LLC,
an Illinois limited liability company


By: Eric J. Schmidt
Its: Manager



Expected Beer/Wine Menu

Upon opening, Orange & Brew will have a rotating list of eight draft beers of varying styles. Beers will often be seasonal, and we'll focus on local and regional breweries. There will be a 5-ounce option for all beers, for guests who wish to have small tastes of a beer. Beers with a lower alcohol content will also be served in a 16-ounce glass, and beers with a higher ABV (7% or higher) will have a 10-ounce option.

In addition to draft beer, there will be a relatively small list of single bottles and cans available for purchase and on-site consumption. These will help supplement additional beer styles, including ciders. Orange & Brew will also have a handful of wine options available, again, with an eye towards varying styles.

Our to-go beer menu will consist of approximately 250 different options being sold in various sizes based how breweries provide them. These will typically be 12-ounce and 22-ounce bottles, as well as 12-ounce and 16-ounce cans. A handful of wine options will be sold to-go in common sizes.

Expected Food Menu

Orange & Brew won't be operating its own kitchen. However, we'll partner with local restaurants such as Pinecone Cottage Tea House or Great Harvest Bread Company to have pre-packaged sandwiches, salads, and other appropriate food options that can be prepared in their respective kitchens and served on-site. Our menu will likely have approximately five options. We will also encourage guests to support other local businesses by bringing food with them, and we'll stock a "menu book" for carry out or delivery options to have more varied food options.

We plan to utilize a seasonal approach to our food menu, especially when working with restaurants such as Pinecone, which changes its menu often based on locally-sourced ingredients. When we work with a vendor for a menu, we'll also pair a food with a particular beer or wine that we'll have in stock in order to supplement the educational component of our store.

In addition to pre-packaged "meals", we'll feature snack foods such as Coleen's Cheese Infused Artisan Breadsticks, Kernel Dan's Kettle Corn, etc.



ON TAP

- ALLAGASH WHITE** • WITBIER • 5% • Portland, ME 5oz \$2.50 • 16oz \$7
Brewed with a generous portion of wheat and spiced with coriander and Curaçao orange peel, this beer is fruity, refreshing and slightly cloudy in appearance.
-
- ALTER CENTER LINE** • GOLDEN ALE • 5% • Downers Grove, IL 5oz \$2.50 • 16oz \$7
A smooth, crisp, and clean ale that could compliment anything from cheddar-topped burgers to wood-fired pizza.
-
- BUCKLEDOWN GRAPEFRUIT BELT & SUSPENDERS** • IPA • 7% • Lyons, IL 5oz \$3 • 10oz \$6
Loads of Crystal and Sterling hops lead the way in producing huge citrus and pine aromatics.
-
- FOUNDERS RUBAEUS** • FRUIT BEER • 5.7% • Grand Rapids, MI 5oz \$2.50 • 16oz \$7
Optimizing the flavor of fresh raspberries, this stunning berry-red masterpiece is the perfect blend of sweet, tart and refreshing.
-
- GOOSE ISLAND BOURBON COUNTY STOUT** • STOUT • 13.7% • Chicago, IL 5oz \$4 • 10oz \$8
The nose is an intense mix of charred oak, chocolate, vanilla, caramel and smoke. One sip has more flavor than your average case of beer.
-
- MIKERPHONE IT WAS ALL A MEME** • DOUBLE IPA • 8.5% • Chicago, IL 5oz \$3 • 10oz \$6
Double Milkshake IPA w/ Pink Guava, Apricot, Lactose, Vanilla and Mosaic hops.
-
- MISKATONIC WISE FOOL IPA** • IPA • 7% • Darien, IL 5oz \$3 • 10oz \$6
Brewed with Vienna malt for a gentle malt flavor and hopped with Styrian, Warrior, Cascade and Centennial for a fantastic hop flavor and aroma.
-
- POLLYANNA MAPLE FUN SIZE** • MILK STOUT • 6.1% • Lemont, IL 5oz \$2.50 • 16oz \$7
Brewed with a hefty amount of lactose milk sugar and sticky oats, we threw in a whole bunch of peanuts, vanilla beans, cocoa nibs, and sea salt.

COMING SOON

- BEGYLE FLANNEL PAJAMAS** • STOUT • 5.4% • Chicago, IL 5oz \$2.50 • 16oz \$7
This smooth bodied oatmeal stout features aromas of roast and cocoa, and flavor notes of fudge, coffee, and caramel.
-
- BRICKSTONE CHERRY BOMB** • FRUIT BEER • 4.2% • Bourbonnais, IL 5oz \$2.50 • 16oz \$7
This delicate ale is light and crisp with a subtle tartness and semi-sweet finish.
-
- CENTRAL WATERS BOURBON BARREL STOUT** • IMPERIAL STOUT • 9.5% • Amherst, WI 5oz \$3 • 10oz \$6
The "Brewer's Reserve" label is used only for limited edition beers. No time or expense was spared to create these beers! This is a good expression of our passion for brewing – Cheers!
-
- HALF ACRE DAISY CUTTER** • AMERICAN PALE ALE • 5.2% • Chicago, IL 5oz \$2.50 • 16oz \$7
Daisy Cutter Pale Ale is a West Coast Strong Pale Ale, focusing on the aromatic qualities of the hops.

BOTTLES

BELL'S OBERON • WHEAT ALE • 5.8% • Comstock, MI 12oz \$6

Bell's Oberon is a wheat ale fermented with Bell's signature house ale yeast, mixing a spicy hop character with mildly fruity aromas.

DOGFISH HEAD 120 MINUTE IPA • TRIPLE IPA • 18% • Milton, Delaware 12oz \$10

Boiled for a full two hours while being continuously hopped with high-alpha American hops, then dry-hopped daily in the fermenter for a month.

FOUNDERS ALL DAY IPA • IPA • 4.7% • Grand Rapids, MI 12oz \$6

Naturally brewed with a complex array of malts, grains and hops. Balanced for optimal aromatics and a clean finish.

HAILSTORM SOUTHSIDE IRISH RED • IRISH RED ALE • 5.6% • Chicago, IL 12oz \$7

This malty Irish style red ale was inspired by the famous red ales from Ireland.

LAGUNITAS DAVEY MURRAY'S BEST SCOTCH ALE • SCOTCH ALE • 9.5% • Petaluma, CA 12oz \$7

This Scotch Ale is sweet, but not cloying. It's strong, but not brash. It's smooth and smokey, like a good dram among friends.

STONE COFFEE MILK STOUT • MILK STOUT • 5% • Escondido, CA 12oz \$6

With coffee and made bittersweet and creamy while smooth and easy-drinking thanks to the addition of milk sugar.

THREE FLOYDS ZOMBIE DUST • AMERICAN PALE ALE • 6.2% • Munster, IN 12oz \$6

This intensely-hopped and gushing undead pale ale will be one's only respite after the zombie apocalypse.

CANS

18TH STREET HUNTER VANILLA • SWEET STOUT • 8.5% • Gary, IN 16oz \$7

Hunter Milk Stout with which we then added whole Vanilla beans to compliment Hunter's roastiness with an elegant rounded out flavor.

HALF ACRE PONY PILSNER • PILSNER • 5.8% • Chicago, IL 16oz \$7

Pony is a crisp, clean pilsner you can saddle on up to the bar and order with a confident, rangy thunder.

NOON WHISTLE GUAVA GOSE SMACK • GOSE • 4% • Lombard, IL 16oz \$6

An intense sour smack is followed up with a salty and zesty finish, which comes from additions of Pink Himalayan Sea Salt and Coriander.

PIPEWORKS BLOOD ORANGE GUPPY • IPA • 4.8% • Chicago, IL 16oz \$7

Session IPA brewed with honey and blood orange.

REVOLUTION DETH'S TAR IMPERIAL STOUT • IMPERIAL STOUT • 11.4% • Chicago, IL 12oz \$9

A play on Josh's name, this Russian imperial stout is aged in four different types of bourbon barrels, then blended for the resulting thick and dark brew.

VIRTUE CIDER ROSÉ • CIDER • 6.7% • Fenntville, MI 16oz \$7

Our rosé cider is a blend of hand-pressed heirloom Michigan apples aged in French oak barrels.

VIRTUE MICHIGAN HARVEST • CIDER • 5.5% • Fenntville, MI 16oz \$7

Our tart and crisp semi-dry cider is made from all sorts of Michigan-grown apples, fermented deep in our cool cellar and aged in French oak.



Orange & Brew Bottle Shop & Tap Room
1027 Burlington Avenue
Downers Grove, IL 60515

Hours of Operation

| | |
|------------------|--------------------------|
| Monday | Closed |
| Tuesday | 11 a.m. – 9 p.m. |
| Wednesday | 11 a.m. – 9 p.m. |
| Thursday | 11 a.m. – 9 p.m. |
| Friday | 11 a.m. – 10 p.m. |
| Saturday | 11 a.m. – 10 p.m. |
| Sunday | Noon – 6 p.m. |



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General Guidelines

- **All guests purchasing alcohol must be 21. Orange & Brew is a family-friendly establishment and children will be allowed in with a responsible adult, but may not sit at the “bar area”. Children will only be allowed in the “table area”.**
- **If in doubt about a guest’s age (rule of thumb, anyone who looks younger than 40), proof-of-age documentation must be requested and reviewed in order to sell alcohol to guest. A valid ID in order to purchase alcohol must:**
 - **Appear to be valid (not expired, no obvious signs of alteration or forgery)**
 - **Be issued by a government agency**
 - **Include a physical description and photo consistent with the guest’s appearance.**
 - **Have a birth date that shows guest to be 21 years or older.**
 - **Acceptable identification in Illinois includes:**
 - **A valid and current driver’s license with photo, issued by a state**
 - **A valid photo identification card issued by a state**
 - **U.S. Armed Forces identification (valid, with photo)**
 - **U.S. Passport, Passport Card, or travel/visa passport (valid with photo).**
- **Employees will NOT accept a State of Illinois “vertical ID” regardless of birth date listed.**
- **Employees are fully empowered to make decisions on when to refuse the selling of alcoholic beverages to anyone unable to produce proper identification or anyone who they feel is already intoxicated.**
- **Hour restrictions and times when alcohol may no longer be served will be strictly enforced.**
- **All Orange & Brew employees must be 21 years of age or older and will have current BASSET certification, with a copy of their proof-of-certification kept on-site.**
- **All employees understand that they are subject to fines should they violate any provisions of local or state ordinance. Employees also understand that Orange & Brew has no tolerance for breaking local or state ordinances, whether intentionally or carelessly, and such actions can result in the loss of job at Orange & Brew. Serving alcohol to a minor will result in an automatic loss of job at Orange & Brew.**



Management Responsibilities

- **All employees will receive a copy of this training manual before starting at Orange & Brew.**
- **All employees will be provided continuing instruction on proper liquor service.**
- **All employees will be advised of local liquor codes, as well as any changes to local or state liquor codes.**
- **Owner or general manager will obtain a signed Acknowledgement Form from each employee upon hire, stating that employee has read and understands the guidelines in this training manual as well as state and local ordinances.**
- **Will provide for ongoing training on policies and ordinances to ensure compliance through no less than quarterly staff meetings.**
- **Will initiate any potential disciplinary action as necessary, as well as provide for any appropriate interventions.**
- **Will provide appropriate and ongoing training of all personnel in accordance with their respective job classifications. Staff meetings will offer a refresher in this training manual no less than on a quarterly basis.**
- **Will be sure alcohol service policies are enforced by all staff.**
- **If requested by staff, will evaluate intoxicated guests and/or terminate liquor service in a respectful, but firm, manner.**



Management AND Staff Guidelines

- **All employees will:**
 - **Themselves be 21 years of age or older.**
 - **Verify age by valid identification.**
 - **Know state and local liquor ordinances and legal responsibilities of those serving alcohol.**
 - **Enforce laws regarding minimum drinking age of 21.**
 - **Give last call a half-hour before official closing and only serve alcohol within permitted hours.**
 - **Recognize signs of intoxication.**
 - **Never serve intoxicated guests.**
 - **Advise guests about designated driver programs, including the recommendation of a ride-sharing service or will personally call a cab for intoxicated guests.**
 - **Notify law enforcement if any attempts at intervention fail by calling 9-1-1.**
 - **Provide free non-alcoholic drinks to designated drivers.**
 - **Provide food service and allow delivery or take-out food to be brought in until store closes.**
 - **Will evaluate intoxicated guests and/or terminate liquor service in a respectful, but firm, manner.**

All staff have a responsibility to our guests to ensure they, and the general public, get home safely. If staff believes a customer shouldn't be served, they are to be quick (check ID before alcohol is served), clear (refuse service politely but firmly), and consistent (do not back down on refusal for any reason). Management will ALWAYS support a decision made for our guest's safety or our obligation to be responsible sellers.

If an owner or general manager is also on-site, staff should feel comfortable asking for immediate support at any time.

Orange & Brew is committed to responsible liquor sales and staff understand that anyone in our shop is our responsibility. We expect all staff to rely on their BASSET training and good judgement in order to spot someone who has had too much to drink, and to solve any potential problems BEFORE they happen.



Handling Intoxicated Individuals

No staff may serve an intoxicated guest. We have an obligation to help prevent intoxicated people from leaving and subsequently injuring themselves or others.

Staff will also utilize various methods in order to estimate blood alcohol content (BAC) of guests, including:

- **Counting drinks.**
- **Understanding that the body processes alcohol at a rate of 1 ounce per hour, and will understand how different alcohol contents of different beers and wines impact that ratio (staff will use proper serving glassware to help with this process).**
- **Understanding other factors relating to BAC, including gender, body weight and type, muscle/fat ratio, type and timing of food, and fatigue.**

Staff will also understand some of the ways in which a guest could exhibit being intoxicated. These include paying attention to a guest's behaviors, interactions with others, and how much alcohol they have consumed. Staff will, in general, be friendly and outgoing. This will allow them to talk to a guest when they come in and establish a baseline for behavior.

When indications that a guest is intoxicated are observed, staff will be fully allowed to terminate liquor service to this guest. If owner or general manager need to intervene, staff judgement will always be upheld. Remember that staff AND the establishment are liable if an intoxicated guest causes injury to themselves or another person.

Orange & Brew also wants to be sure all guests return home safely. Staff should make the following concessions to facilitate safety:

- **Call a cab service for the guest (numbers listed behind counter near cash register).**
- **Offer a rideshare option for guest (Uber, Lyft). If staff ever personally pays for a rideshare, they may submit proof of expense for full reimbursement from Orange & Brew.**



Local Ordinances

Legal Serving Hours (Section 3-31)

Monday through Thursday – 8 a.m. to 1 a.m. the following day

Friday & Saturday – 8 a.m. to 2 a.m. the following day

Sunday – 9 a.m. to 1 a.m. the following day

Special Holidays (New Year's Eve, St. Patrick's Day, Thanksgiving Eve) – 8 a.m. to 2 a.m. the following day

It is unlawful to permit guests to consume alcohol on premises later than one hour after the applicable closing time. If it becomes necessary to uphold the law, remove glasses from tables.

Adults Sharing Drinks with Minors (Section 3-26)

Adults sharing drinks with minors will not be tolerated. Regardless if in the company of parents, those under 21 will not be allowed alcoholic beverages. If an instance arises, staff will politely tell the party that such sharing isn't permitted. If the party persists, staff will remove the alcoholic beverage from the adult and refuse to accept further orders.

Liquor Product Identification Signs (Section 3-33.2)

The sale of alcoholic liquor for consumption on the premises within the Village shall be limited to restaurants, hotels, and recreational facilities, with liquor sales as incidental of the operation of any such establishments. Liquor product identification signs (banner, placard, poster, streamer, balloon, or other attention getting device which is designed or used to advertise, promote, or identify a particular brand of liquor, including, but not limited to, "beer signs" that may involve electronic or neon displays) shall not be permitted as any interior or exterior window sign or as any form of exterior sign for any premises holding a license for on-premise consumption. Patio umbrellas shall not constitute a sign.

Serving Intoxicated Individuals (Section 3-25)

Serving an obviously intoxicated person is strictly a violation of policy and may lead to civil or criminal responsibility for both Orange & Brew and the staff who served this guest. If an obviously intoxicated person leaves the premises and gets into an accident, a civil suit or criminal proceedings may be brought against BOTH the business and the staff member responsible. Our best protection will come from the exercise of common sense by both management and staff. Staff serving alcoholic beverages should be aware of their responsibilities AND their potential personal liability.

Remember that .08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the State of Illinois with a BAC of .08 or higher risks being charged with Driving Under the Influence (DUI).



Local Ordinances Continued

Mandatory Certified Training (Section 3-33.3)

Every staff member who serves, sells, or distributes alcoholic liquor shall successfully complete a certified training program and maintain a current effective certification from said program. Staff will be required to complete this training every three years. Certificates shall be made available upon the licensed premises for inspection by the Village.

Bottle Service (Section 3-33.1)

Bottle service advertising, offering for sale, or sale of distilled spirits by the bottle is prohibited. The sale of pre-mixed carafes (not exceeding 64 ounces) of no more than two distilled spirits mixed with a non-alcoholic beverage are allowed but must be delivered to two or more guests.

Giving Away Alcoholic Liquor (Section 3-33.1)

At no time is a licensee allowed to give away liquor. This includes offering free or complimentary alcohol whether to regular patrons or to patrons in a private party or function. Licensees may also not advertise "free" or "complimentary" in regard to alcoholic liquor.

Village of Downers Grove Alcohol Awareness Programs

Compliance Testing (Control Buy Program)

The Downers Grove Police Department periodically conducts tests on establishments to ensure that minors are not being served alcohol. An Under 21 agent is sent into each establishment to attempt to purchase liquor. In the event staff serves or sells alcohol to the minor, the individual involved in the service/sale is immediately issued an administrative citation (ticket) for serving the minor. In addition, the licensee will be required to attend a public hearing on the violation. A finding of guilty with regard to the violation will result in fines, penalties, and/or suspension of the liquor license and possible mandatory certified training for all employees.

The penalties include a \$500 ticket for the individual involved in the alcohol sale to a minor (the payment of which is entirely the responsibility of the staff member). In addition, any staff member who sells alcohol to a minor is subject to immediate termination.

DUI Notification Program

The Downers Grove Police Department will notify an establishment in the event an individual arrested for a DUI names their establishment as where they have been drinking prior to the arrest. Any establishment receiving numerous notifications will be subject to a license renewal hearing where the establishment's liquor serving policies will be reviewed.



Local Ordinances Continued

Keg Tag Registration

All kegs sold by licensees in the Village of Downers Grove must be marked with a sticker containing unique identification numbers. At the time of keg purchase, the retainers are required to obtain the following information from the purchaser of the keg: date of purchase, name, address, and telephone of customer, identification used (such as driver's license number), and date of birth. Customers will be required to sign the register. These records are to be retained by the retailer. This program exists to primarily identify and penalize adults and youth who purchase kegs and allow underage individuals to consume alcohol from them.



ACKNOWLEDGEMENT FORM

I have read my employer's **Liquor Training Manual** and acknowledge being advised of the **Downers Grove Municipal Code, Chapter 3, specifically Section 3-25, which deals with the sale of alcoholic beverages to minors and agree to comply with its specifications.**

I acknowledge that I personally have the discretionary right to reuse sales of alcoholic beverages to anyone I feel is underage or intoxicated, and I accept full responsibility for my actions.

As of today, I am at least 21 years of age and understand that I may take orders for alcoholic beverages, as well as serve/sell the product to customers for on-premise consumption and ring up sales for off-premise consumption, only after determining that the person placing the order is of legal drinking age (21 years or older). I have read and understand the I.D. guidelines as outlined in the Downers Grove Liquor License Guidelines.

Signature

Print Name

Date



INCIDENT REPORT

Date of Incident: _____ Time of Incident: _____

Name(s) or description of person(s) involved in incident (collect telephone numbers if possible):

Name(s) and telephone number(s) of staff on duty:

Name(s) and telephone number(s) of witnesses:

How many drinks had been served to the person involved (if applicable):

Did they appear intoxicated? Yes _____ No _____ If yes, please describe:

Was anyone injured? Yes _____ No _____ If yes, please describe:

Explain, in detail, what occurred. Use back of page if needed.

Name of person completing report: _____

Date report completed: _____ Position: _____

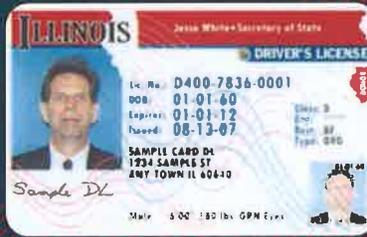


ILLINOIS

NEW DRIVER'S LICENSE/ID CARD DESIGN



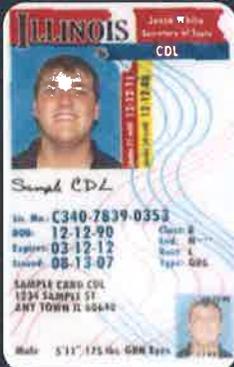
Under 21 Driver's License



Driver's License



Under 21 ID Card



Under 21 Commercial Driver's License



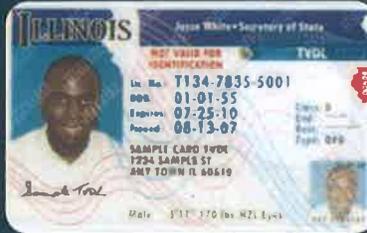
ID Card



Commercial Driver's License (CDL)



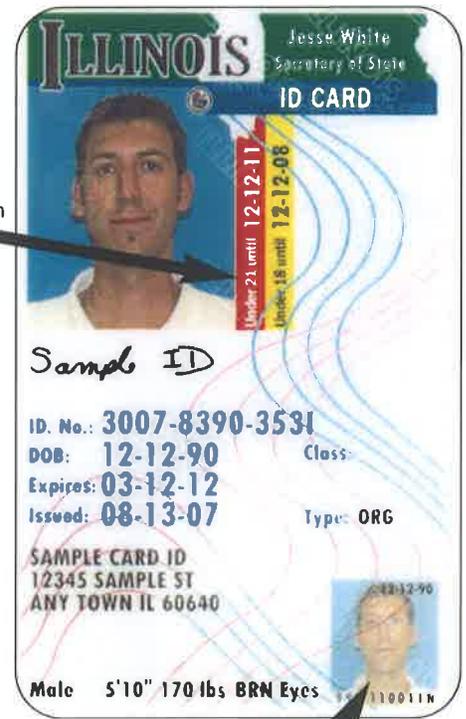
Under 21 Temporary Visitor Driver's License (TVDL)



Temporary Visitor Driver's License (TVDL)

Illinois Secretary of State Jesse White

Driver's License/ID Card Security Features



Driver's License Features

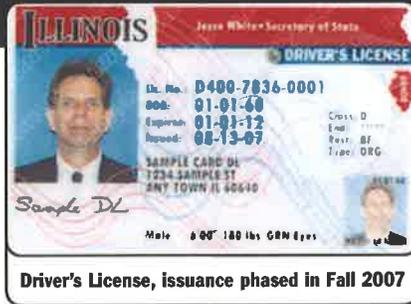
- Card type indicator
Red — Driver's License and CDL
Green — ID Card
Purple — TVDL
- Guilloche pattern in background
- Date of birth in two locations
- Ghost image of photo
- Organ/Tissue Donor indicator
- UV, hologram, microtext and more

Additional Features — Under 21 Driver's License

- All security features listed above
- Under 21/18 dates
- Vertical design

Valid Over 21 Driver's Licenses/ID Cards

NEW to be phased in Fall 2007



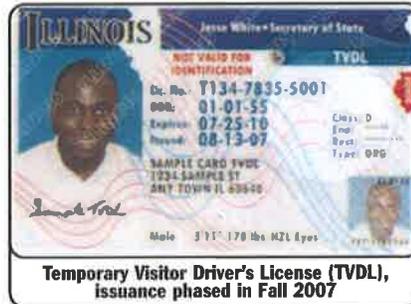
Driver's License, issuance phased in Fall 2007



ID card, issuance phased in Fall 2007

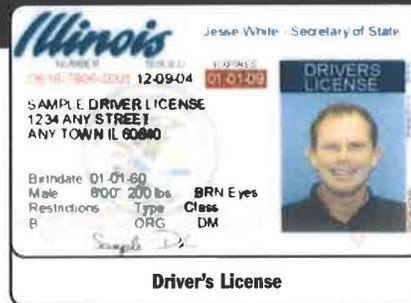


CDL, issuance phased in Fall 2007

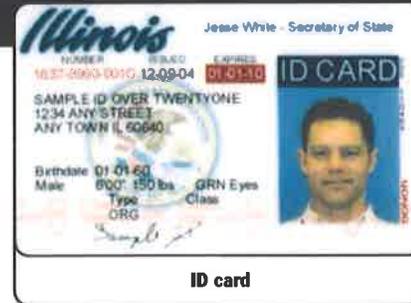


Temporary Visitor Driver's License (TVDL), issuance phased in Fall 2007

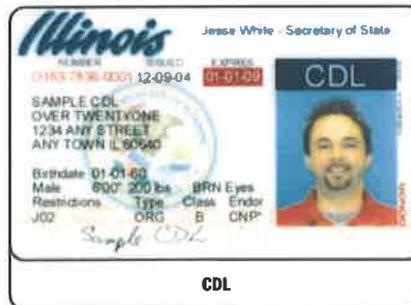
OLD to be phased out upon individual expiration dates



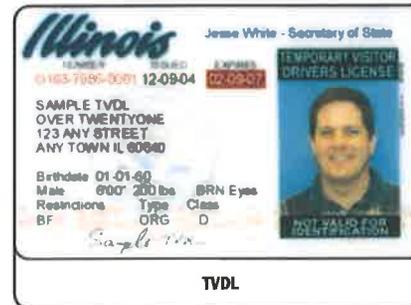
Driver's License



ID card



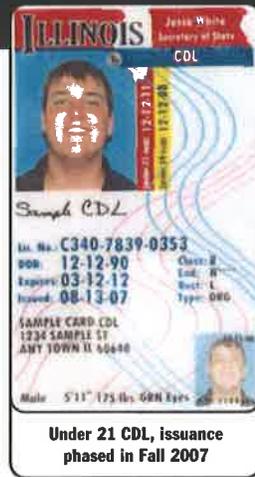
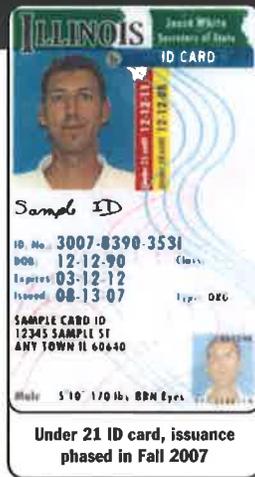
CDL



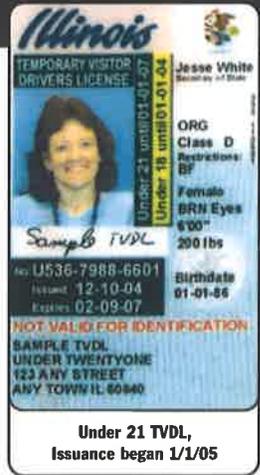
TVDL

Valid Under 21 Driver's Licenses/ID Cards

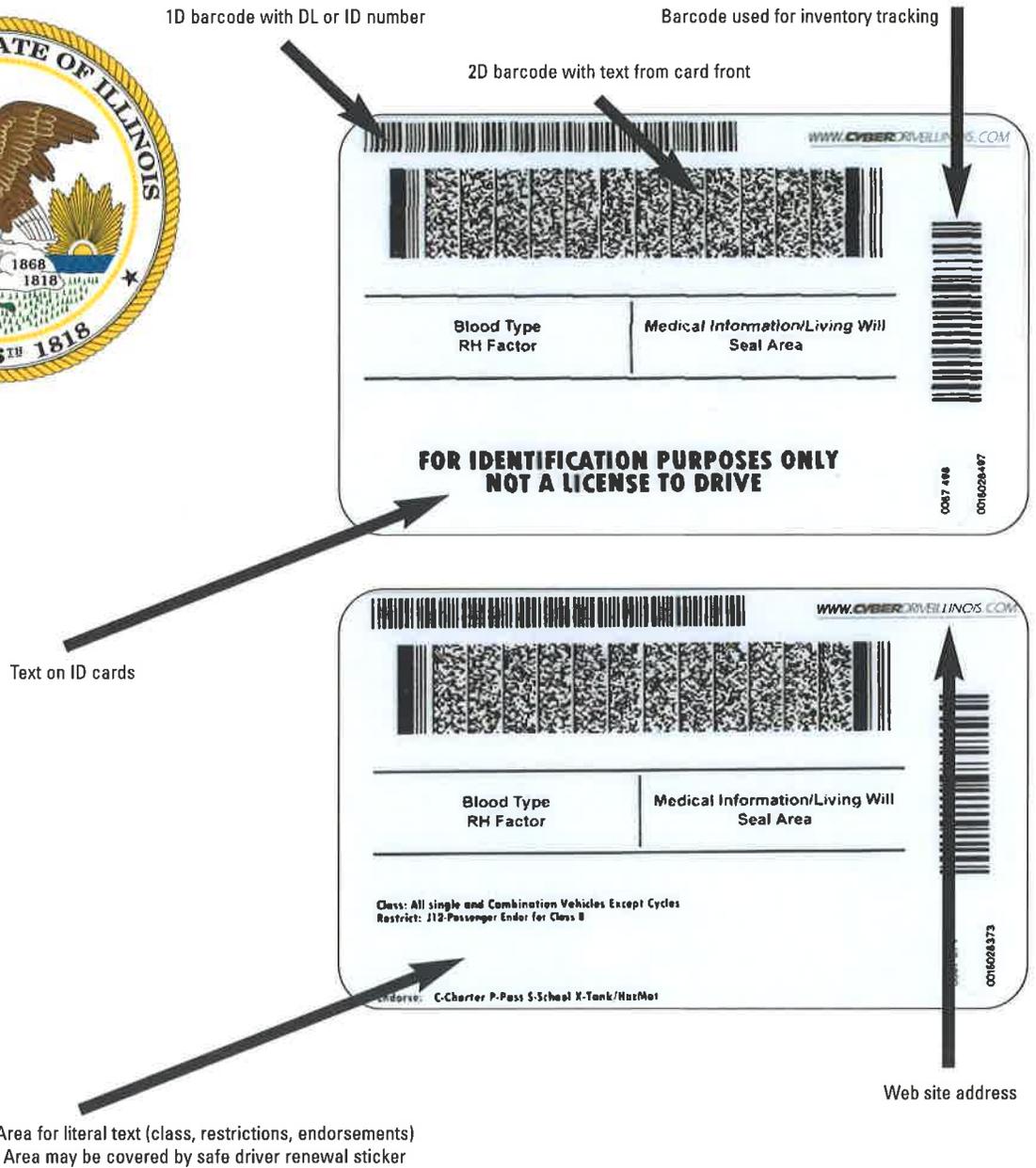
NEW to be phased in Fall 2007



OLD to be phased out upon individual expiration dates



Features on Back of Driver's License/ID Card



Features on Back of Driver's License and ID Cards

- Existing medical information areas relocated
- Existing 2D and 1D barcodes relocated
- New 1D barcode for internal materials tracking
- Web Site address — www.cyberdriveillinois.com
- New text on ID cards (Not for driving purposes)
- Organ Donor signature area no longer needed due to new Organ/Tissue Donor Registry (witnesses or family consent no longer necessary)

Features of the new driver's license

- 1) Larger photo along with smaller version of the same image.
- 2) To deter counterfeiting, design includes patterns and images, including 3) portrait of Lincoln and state seal.
- 4) Laser perforation in shape of Illinois, viewable when held up to light.
- 5) On back, person's photo and birth date viewable under ultraviolet light.



↑ Front Back ↓



How the new license will be issued

You'll no longer walk out of a Secretary of State's office with a new license. Here's how the new process will work.

- A) To renew your license, go to the local Secretary of State office, take required tests and have a photo taken.
- B) You'll be issued a paper copy of your new license and your old license will be returned to you with a hole punched in it. You'll use the two IDs until the new license arrives, even for air travel.
- C) Your information will be sent to a central unit in Illinois, where background checks will be run and the new license created.
- D) The new license should be mailed to you within 15 business days.



Example of a temporary license.

Source: Illinois Secretary of State



DRIVER SERVICES

Driver's License/State ID Card Central Issuance



A significant change will soon take place at the Secretary of State's office. The change will improve upon the design and issuing process of Illinois' driver's licenses/ID cards.

Applicants visiting Driver Services facilities will no longer be issued a new permanent DL/ID card at the end of the application process. Instead, they will leave the facility with a temporary secure paper driver's license, which is valid for 45 days and will serve as their DL/ID for driving purposes and proof of identification. For air travel, the U.S. Department of Homeland Security (DHS) states that it will accept the temporary document in conjunction with the old DL/ID to board an aircraft until the permanent card arrives in the mail. Therefore, the facility employee will return the old DL/ID card back to the applicant after punching a hole in it.

Meanwhile, the applicant's information will be sent to a centralized, secure facility in Illinois. After fraud checks

have been conducted to ensure the applicant's identity, a higher quality, more secure DL/ID will be printed and sent via U.S. mail within 15 business days to the applicant's address.

This new process, central issuance, meets REAL ID requirements mandated by DHS. As a result, these changes are necessary for Illinois to move closer to achieving full REAL ID compliance. Illinois is not the first state to transition to central issuance. In fact, 39 other states have already done so. This includes heavily populated states like California, Texas, New York and Florida – as well as Illinois' neighboring states.

Also, central issuance allows better identity theft prevention by allowing the office to investigate possible fraud before applicants receive their DL/ID. In addition, the design of the DL/ID card has been upgraded with important features that over-the-counter technology simply cannot produce.

The transition to central issuance will take place in phases. Beginning May 17, 2016, Safe Driver Renewal applicants will receive by mail their new driver's license with the upgraded security features. Beginning in late June 2016, through a gradual rollout, Driver Services facilities throughout the state will implement central issuance with the new card design. By the end of July 2016, all Driver Services facilities will have transitioned to central issuance.

NOTE: The temporary DL/ID is not acceptable as proof of identity for a Social Security Number replacement card. If you plan to request a Social Security Number replacement card, please wait for your permanent driver license or ID card to arrive in the mail before visiting a Social Security office.

Quick Links

- [Address Change](#)
- [Central Issuance Brochure](#)
- [Central Issuance Brochure - Spanish](#)
- [Check Status of Your Permanent DL/State ID](#)
- [Driver's License/State ID Card Information](#)
- [FAQs](#)
- [Jesse White Announces Security Upgrades to Driver's License/ID Card](#) - video
- [News Release](#)

Video



You may download a copy of the above video by right-clicking on [this link](#) and selecting the "Save Link/Target As" option.

THE NEW PROCESS:

STEP 1

When it is time to renew your driver's license or if you are a new driver in Illinois, visit a Secretary of State Driver Services facility.



STEP 2

Take the vision, written and road tests (if necessary).



STEP 3

Take your photo at the facility.



STEP 4

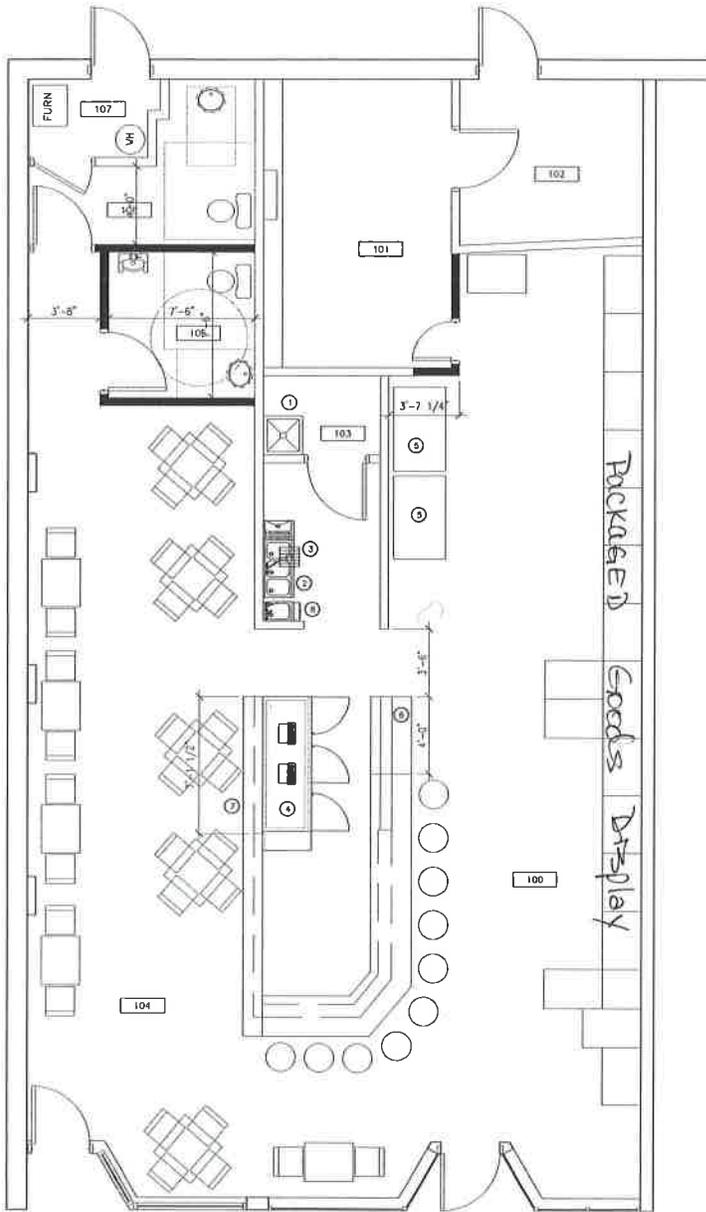
Receive your temporary, secure paper driver's license at the facility and your old driver's license/ID card will be returned to you after a hole has been punched in it.



STEP 5

After fraud checks have been conducted, your new permanent driver's license/ID card will be mailed to you within 15 business days.





1 FLOOR PLAN
 A101 SCALE: 1/4" = 1'-0"



Orange & Brew
 1027 BURLINGTON