

20121

LLA

City of Aurora, Illinois Liquor License Application



Incomplete applications will not be accepted.
Completed applications may be submitted to: City Clerk's Office, 44 E. Downer Pl.

Date Application Received 3/3/16 License Year: 2016-2017

New License: Change in Ownership/Corporation: Change in License Class:

APPLICANT INFORMATION

A. Corporation name: <u>Karademas Hospitality, LLC - Leland Sky Club Series</u>			Class Applying For: <u>E-1</u>	
B. Business name: <u>Leland Sky Club</u>				
C. Type of Business: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/>				
C. Previous business name (if dba changed): <u>NA</u>				
D. Business address (city, state, zip code): <u>7 South Stolp Avenue Aurora IL 60506</u>				
E. Business telephone: <u>(630) 897-6055</u>		F. Business website: <u>Pending</u>		G. Business Email: <u>Pending</u>
				H. IL Tax ID Number <u>4158-0249 or 46-5288037-000</u>
I. Owner or Manager contact name for license: <u>Lauren Jones</u>				
J. Business telephone: [REDACTED]			K. Email address: [REDACTED]	

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address): <u>7 South Stolp Avenue</u>			B. Zip code: <u>60506</u>	C. # Parking Spaces: <u>Zero</u>
D. Total Building s.f.: <u>2300</u>	E. Entertainment Area	F. Kitchen (Square Footage)	G. Total Number of Seats	H. Seating Area s.f.
I. Number of bar seats	J. Retail/public Area s.f.	K. Cooler s.f.	L. Dry Storage s.f.	M. Sale Counter s.f.

OFFICIAL USE ONLY

Approved Denied Date Approved/Denied: _____

Mayor, Liquor Control Commissioner Date Issued: _____

Application Checklist

(Check items to confirm attached to application)	Applicant	Office Use Only
Application Fee (\$250.00)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Completed Liquor License Application (LLA) including: Financial Disclosure Form (FDF), Business Information Sheet (BIS) and Probationary Agreement/Management Plan (PA).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Information Form(s) (PIF) (one for each owner (5%+), officer and on-site manager.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certificate of Registration (Food & Beverage Tax– register with City of Aurora Revenue and Collections for liquor sales and payment of required bond)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Occupancy (issued by City of Aurora Building and Permits)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of the Articles of Incorporation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Certificate of Good Standing from Illinois Secretary of State	<input type="checkbox"/>	<input type="checkbox"/>
Floor Plan of Establishment (drawn to scale including all spaces including outdoor seating. Must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with percentages and square footage of each space. Class O include all configurations.)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Proof of current Dram Shop Insurance Policy (Liquor Liability Insurance)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of State Certified Beverage Alcohol Sellers/Servers Training Certificate (BASSET) (servers and managers dated within past three years)	<input type="checkbox"/>	<input type="checkbox"/>
Organization chart/ listing with Names, Title, Address and percentage of stock of Corporation officers and directors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of State Liquor License (if applicable)	<input type="checkbox"/> NK	<input type="checkbox"/>
Copy of Menu (Class A, Class B, Class E, Class E-1, Class F, Class L)	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Health Department Certificate (for licensees who prepare and serve food for consumption on premises)	<input type="checkbox"/>	<input type="checkbox"/>
Current list of names, dates of birth and home addresses of all members (Class B)	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

Corporation / Premises Questions

1.	Is the corporation a subsidiary of a parent corporation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If, Yes state the parent corporation's name. <u>Karademas Hospitality, LLC</u>
2.	Is the corporation obligated to pay a percentage of profits to a parent corporation or any person or entity not listed as a shareholder above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain. _____
3.	How long has the corporation been in the business of the retail sale of alcohol (years/months)? <u>New to the business</u>
4.	Do you have or intend to have a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the name and address of the manager or management company. A management company affidavit must accompany this application.
5.	If this is a new license application, what kind of business was previously conducted in the space in which you intend to operate your business? <u>We are buying out an existing Pub & Grill</u>
6.	State the estimated value of goods, wares and merchandise to be used in the course of business. <u>Annual Food & Beverage Sales of \$252,000</u>
7.	Other than when making an initial application for a license, has your corporation or any predecessor to or subsidiary or parent of your corporation ever been subject to charges, hearing, or investigation by any jurisdiction with respect to a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list each and every charge, the date of the charge, the eventual disposition of the charge, and the municipality or other jurisdiction bringing the charge. If no charges were filed, state the reason(s) for the investigation or hearing.
8.	Does the corporation own the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, please list the start and end date of the current lease. Start: <u>Pending</u> to End: <u>Pending</u> Name and full address of property owner: Name: <u>Fox Island Apartments, LLC</u> Address: <u>David Karademas is the sole owner of both Tenant (Karademas Hospitality, LLC) & Landlord (Fox Island Apartments, LLC). Contact info is the same.</u> Contact Information:
9.	Is the premises within 100 Feet of a church, grade school, middle school, alternative school or high school, hospital, or home for the indigent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10. If applicant is applying for a **Class B - Fraternal Society or Club Liquor License**: *N/A*

A. How many dues-paying members do you have? _____ (Attach a listing of members' names and addresses.)

B. Does your club have the qualifications described in the Illinois Act and the City of Aurora Liquor Ordinance?: Yes No

11. Does your establishment have entertainment? Yes No

If Yes, what form(s) of entertainment do you offer? Bands/Solo DJ Televised Sports

Other:

12. Do you employ security?

Yes No Only when entertainment is available.

If Yes, do you: Hire Private Security Use On - Staff Employees

Hire Off- Duty Police Officers Combination of the Above

If you hire a Private Security Company, please provide the company name and contact person.

13. Do you have security cameras on premise? Yes No

If yes, are they: Indoor Outdoor Both

If yes, please provide a brief description of the location(s):

Doors, cash registers, bar area

14. For Classes required to serve food for consumption on the licensed premises, please list the name of the chef(s) for the location applying for a liquor license:

Carlos Montoya

15. For **Class G-1**, check the retail item categories available for purchase at the location:

Dairy Baked Goods Frozen Goods Groceries

Snack Foods Health Aids Beauty Aids

16. Has a *Personal Information Form (PIF)* been completed for each person holding (5%) or more stock in this corporation? Yes No

Corporate Information

Name of Corporation/Partnership:

Karademas Hospitality, LLC - Leland Sky Club Series

Corporate Address:

4532 N. Wilson Drive Shorewood, WI 53211

Corporate Ph #:

(414) 383-5077

Corporate Email:

[REDACTED]

FEIN:

47-5434011

Corporate Registered Agent/Contact:

David Karademas

Contact Ph #:

[REDACTED]

Contact Email:

[REDACTED]

Date Corporation/Partnership was Organized:

10/26/15

State Articles of Incorporation/Organization filed:

10/26/15

Date Articles of Incorporation/Organization **filed** with Secretary of State:

10/26/15

Date Certification of Incorporation/Organization was **issued** by Secretary of State:

10/26/15

Has the corporation ever been dissolved either voluntary or involuntary? Yes No

(If Yes, provide date of reinstatement)

Date of Reinstatement

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

Yes No

Date Amendment Filed

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

Zero

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

Name, Title	Percentage of Stock
David Karademas, Member	100%

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

What is the objective of Corporation?

To provide Food & Beverage Services on Stolp Island



City of Aurora, Illinois
Business Information Sheet

Type of PRE-Application Liquor License Hotel / Motel License

Business Entity Information

Type of Business Sole Proprietor Partnership LLC Corporation Non-Profit

Legal Name of Business Karademas Hospitality, LLC - Leland Sky Club Series
The exact "legal name" as it appears in the official business formation documentation. For Sole Proprietors, this is the full name of the business owner as it appears on the Sole proprietor's government-issued photo ID.

"Doing Business As" Name Leland Sky Club
The exact "Doing Business As" (DBA) Name as it appears in the official business formation documentation. Sole Proprietors of Partnerships conducting business in Illinois under an assumed name (a name other than your own) are required to file for an Assumed Name Certificate with the Kane County Clerk's Office at 217 S.

A State of Illinois File Number is **REQUIRED** for all (Illinois and Non-Illinois based) LPs, LLPs, LLCs, Corporations, and Non-Profit Corporations.

State of Illinois File # 4158-0249 or 46-5288037-00 Assigned by the Illinois Secretary of State at 69 W. Washington St., Suite 1240, 312.793-3380 or www.cyberdriveillinois.com/departments/business_services/

A Federal Employer Identification Number (EIN) is **REQUIRED** for all business entity types except for Sole Proprietorships.

Employer Identification # 47-5434011

An Account ID is **REQUIRED** for ALL business entity types that conduct business in the State of Illinois or with Illinois Customers.

(formerly IBT #) IDOR Account # 46-5288037-00

Business Activity and Location

Business Activity List your business activities, including all products and/or services to be offered.	<u>We plan to offer Food & beverage services at 7 South Stolp Avenue.</u>
Business Activity List your business activities, including all products and/or services to be offered.	

Square footage used by the business:	<u>2300</u>	SQ. FT.	Number of employees at this site:	<u>12</u>
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Primary Contact Person

First Name <u>David Karademas</u>	Middle Name <u>John</u>	Last Name <u>Karademas</u>
Contact Phone # [REDACTED]	Fax # <u>(414) 383-5177</u>	E-Mail Address [REDACTED]

FDF

City of Aurora

Financial Disclosure Form

FORM REQUIRED: Used to document the source of all money invested or spent to fund a new establishment, expand an existing establishment, or buy an existing business, when the business holds one of the following licenses; Liquor, Amusement, Hotel, or Day Care.

INSTRUCTIONS: Complete the four (4) parts below, being sure to follow all printed instructions carefully. If a section does not apply, mark it "N/A". If more room is needed to complete any of the following sections, include an attachment. This form must be signed and notarized in Part 4 by an owner or officer listed with the Department of Business Affairs & Consumer Protection. PLEASE SUBMIT COPIES OF ANY / ALL SUPPORTING DOCUMENTS AT TIME OF APPLICATION.

PART 1 INFORMATION**PROVIDE THE FOLLOWING INFORMATION ABOUT THE LEGAL ENTITY APPLYING FOR THE LICENSE(S).**

FEIN# (IRS)

47-5434011

IDOR # (IL Dept. of Revenue— formerly IBT#

46-5288037-000

IDOR # (IL Dept. of Revenue— formerly IBT#

Legal Name of Applicant Entity

"Doing Business as Name" of establishment

Karademas Hospitality, LLC - Leland Sky Club Series

Leland Sky Club

First Name of Primary Business Contact

Middle Name

Last Name

David

John

Karademas

Home Street Address of Primary Business Contact

Suite/Apt.

City

State

Zip

Milwaukee

WI

53211

Home Phone

Work Phone

Cell Phone

E-mail Address

414 383-5077

PART 2 EXPENSES**ITEMIZE ALL EXPENSES FOR THE FUNDING OF THE BUSINESS OR OWNERSHIP CHANGE AT THIS LOCATION.**

Description of Expenses (start-up, expansion, and/or business purchase costs only; construction, renovation, stock purchase, inventory.	Amount of Expense	
Purchase of all existing equipment and inventory. We are continuing existing operations.	65,000	00
This amount is being paid in cash by Sole owner of Karademas Hospitality, LLC.		

PART 3 FINANCING

IDENTIFY THE SOURCE(S) OF THE FUND USED TO PAY FOR THE EXPENSES LISTED IN PART 2

a BUSINESS SAVINGS & CHECKING Identify any funds from business accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
		October 2015	David Karademas	\$ 5,000.00	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **a** → \$ 0.00

Description of Source (identify the sources) of money in the accounts listed above Contribution Frequency Contribution Amount

Sole owner David Karademas has a multi-million dollar annual income & will fund Karademas Hospitality, LLC as needed	Monthly	\$ as Needed
		\$
		\$
		\$

b PERSONAL SAVINGS & CHECKING Identify any funds from personal accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
				\$	\$
				\$	\$
				\$	\$
	NA			\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **b** → \$ 0.00

Description of Source (identify the sources) of money in the accounts listed above Contribution Frequency Contribution Amount

		\$
		\$
NA		\$
		\$

C LOANS FROM FINANCIAL INSTITUTIONS		Identify any loans from financial institutions used to fund Expenses, Part 2			
Account Number	Financial Institution	Loan Date	Loan Term	Co-signers of Loan	Loan Amount
					\$
					\$
					\$
					\$
					\$
Total dollar amount loaned by financial institutions: c →					\$ 0.00

No Loans

d LOANS FROM FINANCIAL INSTITUTIONS		Identify any loans from individuals used to fund Expenses, Part 2			
Name of Individual	Loan Date	Source of Funds for Loan	% Investment	Loan Amount	
					\$
					\$
					\$
					\$
					\$
Total dollar amount loaned by individuals: d →					\$ 0.00

No Loans

e SECURITIES		Identify any securities (stocks, bonds, CODs, etc.) sold to fund Expenses, Part 2				
Name of Security	Buy Date	Sell Date	# of Shares	Price	Ticker	Amount Invested
						\$
						\$
						\$
						\$
						\$
Total dollar amount drawn from the sale of securities: e →						\$ 0.00

NA

f GIFTS FROM INDIVIDUALS		Identify any gifts from individuals used to fund Expenses, Part 2			
Name of Giver	Date of Gift	Source of Funds or Gift	# Investment	Amount	
					\$
					\$
					\$
					\$
Total financing from gifts: f →					\$ 0.00

NA

g GIFTS/GRANTS FROM INSTITUTIONS		Identify any gifts and/or grants from institutions used to fund Expenses, Part 2		
Institution	Address (Street, City State)	Contact Name and Phone	Grant Date	Amount Gifted
				\$
				\$
				\$
				\$
Total money received from institutional gifts and/or grants:				\$ 0.00

NA

h OTHER FINANCING		Identify any financing (credit cards, etc.) used to fund Expenses, Part 2		
Description of Financing	Amount Financed			
				\$
				\$
				\$
				\$
Total money drawn from other financing:				\$ 0.00

NA

= FINANCING TOTALS		Sub-total all funds (sections a-h) used to fund Part 2			
Business Accounts		\$ 0.00	Gifts from Individuals		\$ 0.00
Personal Accounts		\$ 0.00	Gifts/Grants from Institutions		\$ 0.00
Loans from Financial Institutions		\$ 0.00	Other Financing		\$ 0.00
Loans from Individuals		\$ 0.00	TOTAL BUSINESS FINANCING (a-h)*		\$ 0.00
Securities		\$ 0.00	*Should be equal or greater than total amount of expenses listed in part 2		

PART 4 ACKNOWLEDGEMENT REVIEW THE FOLLOWING STATEMENT AND SIGN YOUR ACKNOWLEDGEMENT BELOW

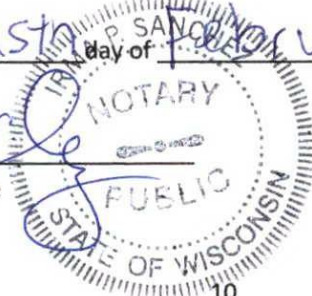
I hereby certify, under penalty of perjury, that I am authorized to execute this form and that all information I have provided on this form is complete, true, and correct. I certify that I understand that all information provided on this Financial Disclosure Form will be corroborated. The City of Aurora reserves the right to request any and all documentation it determines necessary to perform this verification. I and/or my representative will have three business days to meet such requests, and failure to do so may result in a disapproved or suspended license application. I understand and accept that any falsification or purposely holding back of this information is grounds for recalling the license(s) issued.

David Kimbom
Signature of Applicant

2/25/16
Date

Subscribed to and sworn to before me this 25th day of February, 2016.

Erma P. Sandoz
Notary Public in and for said County and State



(PLACE SEAL HERE)

PA

City of Aurora

Probationary Agreement / Management Plan

FORM REQUIRED: City of Aurora Liquor Ordinance SEC. 6-5. Application for License.

Upon approval of the application and issuance of any new liquor license, the licensee will be placed on a one-year probation period. During said probationary period, if the licensee violates any section of the liquor ordinance, as specified in a probationary agreement that includes a management plan put forth to the licensee prior to the issuance of a license. A liquor hearing will be called and the license may be revoked immediately, with no progressive discipline required.

Probationary Agreement / Management Plan

Applicant /Corporate Name

Karademas Hospitality, LLC - Leland Sky Club Series

d/b/a Name

Leland Sky Club

Location Address

7 South Stolp Avenue

Planned Days / Hours of Operation

<input checked="" type="checkbox"/>	SUNDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	MONDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	TUESDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	WEDNESDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	THURSDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	FRIDAY	FROM	11:00	A.M./P.M.	TO	2:00	A.M./P.M.
<input checked="" type="checkbox"/>	SATURDAY	FROM	11:00	A.M./P.M.	TO	2:00	A.M./P.M.

Entertainment

Entertainment will be held on the premises. Yes No

If yes, what type(s) of entertainment? (Please list) Bands/Solo DJ Televised Sports

Other

Please specify the days and times that entertainment is planned.

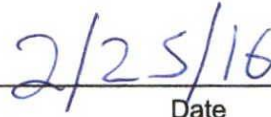
<input checked="" type="checkbox"/>	SUNDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	MONDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	TUESDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	WEDNESDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	THURSDAY	FROM	11:00	A.M./P.M.	TO	1:00	A.M./P.M.
<input checked="" type="checkbox"/>	FRIDAY	FROM	11:00	A.M./P.M.	TO	2:00	A.M./P.M.
<input checked="" type="checkbox"/>	SATURDAY	FROM	11:00	A.M./P.M.	TO	2:00	A.M./P.M.

Affidavit

By signing this Probationary Agreement, the undersigned affirms that he/she understands if the business is found to be in violation of any section of the liquor ordinance within the first year of operation, a Liquor Hearing may be held and the Liquor License issued may be revoked without progressive discipline being instituted.



President / Owner



Date

Secretary / Owner

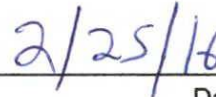
Date

Receipt

I have received a copy of the Probationary Agreement / Management Plan that has been signed by the President and Secretary / Owner(s) of the business. One copy of the agreement will be placed in the Licensee's file in the City Clerk's Office.



President / Owner



Date

Secretary / Owner

Date

City Clerk's Office

Date

Affidavit

I, authorized agent(s) for the applicant, first being duly sworn, under oath, depose and state that the information contained in the foregoing application is true and correct.

I also understand that any untrue, inconsistent, incorrect or misleading information contained herein shall be cause for the refusal to grant, non-renewal or the revocation of any license granted pursuant to this application.

I further state that I have read and understand all applicable laws, including, without limitation, statutory provisions set forth in the Illinois Liquor Control Act of 1934, 235 ILCX 5/1-1, et. seq. and Chapter 6 of the City of Aurora's Code of Ordinances and fully understand my obligations under said applicable local laws.

I swear and affirm not to violate any of the relevant laws of the United States, the State of Illinois or any of the ordinances of the City of Aurora in the conduct of the place of business described herein. I understand and agree that if I violate any local, state or federal laws regarding alcohol sales, consumption or possession, while I have a City of Aurora Liquor License, said license may be suspended or revoked.

I further authorize the City of Aurora or any of its designated agents to contact any agency or individual named or referred to in this Application for the purpose of verifying and/or clarifying any information I have provided herein.

I further certify that if any of the foregoing information changes during the course of the current license year, including, without limitation, changes to the status of the State liquor license, changes in the corporate stockholder shares or corporate officers, I will notify the City of Aurora, in writing, within seven (7) days of such change.

Corporate/LLC Signatures

Individual/Partnership Signatures

President

Dave Karadinos

Signature

Secretary

Signature

Treasurer

Signature

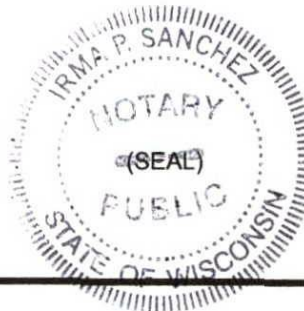
Signed and sworn to before me this 25th day of

February

2016.

Notary Public

Irma P. Sanchez



Form **LLC-5.5(S)**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 05478367

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$750
Expedited Fee: \$100
Approved By: TLB

FILED
OCT 26 2015
Jesse White
Secretary of State

1. Limited Liability Company Name: KARADEMAS HOSPITALITY, LLC

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

4532 N. WILSON DRIVE

SHOREWOOD, WI 53211

3. Articles of Organization effective on the filing date.

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

FERNANDO GASTREJON DAVID KARADEMAS
7 S. STOLP AVENUE
AURORA, IL 60506

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

KARADEMAS, DAVID J.
4532 NORTH WILSON DRIVE
SHOREWOOD, WI 53211

8. Name and Address of Organizer

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

Dated: OCTOBER 26, 2015

DAVID J. KARADEMAS
4532 N. WILSON DRIVE
SHOREWOOD, WI 53211

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

**OPERATING AGREEMENT OF KARADEMAS HOSPITALITY, LLC AN ILLINOIS
LIMITED LIABILITY COMPANY**

This Operating Agreement (the "Agreement") of Karademas Hospitality, LLC, an Illinois limited liability company, is entered into by and between Karademas Hospitality, LLC and David J. Karademas, the sole member (the "Member").

Article 1. Formation of Company

1.1. Name

The name of the limited liability company (the "Company") is Karademas Hospitality, LLC.

1.2. Formation

The Company was formed on October 26, 2015, pursuant to Illinois Limited Liability Company Act (the "Act") when its Articles of Organization ("Articles") were filed with the office of the Secretary of State.

1.3. Principal Place of Business

The Company's principal place of business is 4532 North Wilson Drive, Shorewood, WI 53211.

1.4. Registered Office and Registered Agent

The Company's registered agent in Illinois is Fernando Castrejon; his address is 7 S. Stolp Avenue, Aurora, IL 60506. The registered office and/or registered agent may be changed by the Member as provided in Section 1-35(b) of the Act.

1.5. Defects as to Formalities

A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

Article 2. Business of Company

The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

Article 3. Member, Contribution, and Management

3.1. Name and Address of Member

The Member's name and address is David J. Karademas, 4532 North Wilson Drive, Shorewood, WI 53211.

3.2. Contribution

The Member shall make the contribution described on Exhibit A having the value there specified. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.

3.3. Management

The Company shall be managed by the Member, who may unilaterally act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. All decisions concerning the business affairs of the Company shall be made by the Member, and the affirmative consent (regardless of whether it is written, oral, or by course of conduct) of the Member shall constitute the consent of all of the members of the Company for purposes of the Act, the Articles and this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imparting personal liability on the Member for liabilities of the Company.

3.4. Management Rights

Subject to the Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. Actions by the Member shall bind the Company regardless of whether such action is for the purpose of apparently carrying on the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Section. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company.

3.4. Authority to Create Series

Without limiting the generality of any statement of the Member's powers and authority set forth elsewhere in this Agreement, the Member, on behalf of the Company, may pursuant to Section 37-40 of the Act create a series of limited liability company interests having separate rights, powers, or duties with respect to specified property or obligations of the Company or profits and losses associated with specified property or obligations, and any such series may have a separate business purpose or investment purpose. The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Company generally or any other series thereof, and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Company generally or any other series thereof shall be enforceable against the assets of such series.

The Member shall have the authority to file a Certificate of Designation to create the Karademas Hospitality, LLC – Bluebird Beat Series and such other series as the Member shall determine from time to time.

3.5 Management of Series

Each series shall be treated as a separate entity and may, in its own name, contract, hold title to assets, grant security interests, sue and be sued and otherwise conduct business and exercise the powers of a limited liability company under the Act. The Company and any of its series may elect to consolidate their operations as a single taxpayer to the extent permitted by applicable law, elect to work cooperatively, elect to contract jointly or elect to be treated as a single business for purposes of qualification to do business in Illinois or any other state. Any such elections shall not affect the limitation of liability of the Company or any of its series except to the extent that the series have specifically accepted joint liability by contract.

3.5. Member Liability and Indemnification

Except as otherwise provided by law, the Articles or this Agreement, a member shall have no personal liability, merely as a member, for any liabilities or losses of the Company beyond the member's contributions. The Company shall indemnify the Member for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company, or because the Member is a member, and shall advance expenses incurred by the Member in connection with the business of the Company, or in any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of Illinois. The Member may, in its sole discretion, also indemnify any or all employees or agents of the Company for all costs, losses, liabilities and damages paid or accrued by the agent or employee in connection with the business of the Company to the fullest extent provided or allowed by the laws of Illinois.

3.6. Compensation

The Member shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Member.

3.7. Duty of Loyalty

The Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. The Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

3.8. Other Self Interest

The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. The Member may lend money to and transact other business with

the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction.

Article 4. Taxes

4.1. Elections

The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Member for purposes of the Code.

4.2. Taxes of Taxing Jurisdictions

To the extent that the laws of any taxing jurisdiction require, the Member will prepare and the Member will execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 5.

Article 5. Distributions

The Company may make distributions at such times and in such amounts as determined by the Member. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Article 6. Disposition of Membership Interest and Admission of Assignees and Additional Members

6.1. Disposition

The Member's membership interest is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's membership interest. Upon the disposition of a portion of the Member's membership interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of the Member's entire membership interest (other than a temporary transfer or transfer as a pledge or security interest), the Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

6.2. Admission of Additional Members

The Member may, in the Member's sole discretion, admit additional members and determine the capital

contributions of such additional members.

Article 7. Dissolution and Winding Up

7.1. Dissolution

The Company shall be dissolved and its affairs wound up, upon the will of the Member, or at such time as the Company has no members. Notwithstanding any provision of the Act to the contrary, and except as otherwise provided in the immediately preceding sentence, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of the Member.

7.2. Effect of Dissolution

Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of dissolution has been issued by the Secretary of State.

7.3. Distribution of Assets on Dissolution

Upon the winding up of the Company, the company's assets shall be distributed as follows:

(a) to creditors, including the Member if he is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

7.4. Winding Up and Articles of Dissolution

The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member shall deliver articles of dissolution to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

Article 8. Miscellaneous Provisions

8.1. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of Illinois.

8.2. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member and the Company and executed by the Member and the Company.

8.3. Entire Agreement

This Agreement represents the entire agreement between the Member and the Company.

8.4. Rights of Creditors and Third Parties Under Operating Agreement

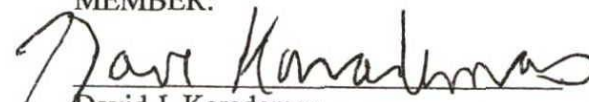
This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

Executed by the parties effective as of October 26, 2015.

COMPANY:
Karademas Hospitality, LLC

By: 
David J. Karademas, Member

MEMBER:


David J. Karademas

Organizational Chart

David Karademas is the sole owner, member, manager and director of Karademas Hospitality, LLC and all series subsidiaries.

David Karademas
4532 N. Wilson Drive
Shorewood, WI 53211
Cell Phone: (414) 349-0959



EXIT #1

Lounge

Bar

Kitchen

Women's
FD

Men's
FD

Adjacent Area

Hatch indicates existing area not included in restaurant.

EXIT #2

Dining Area

Stage

