

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 8/17/16License Year: 2016-2017New License: ☒Change in Ownership/Corporation: ☐Change in License Class: ☐**APPLICANT INFORMATION**

A. Corporation name: Two Brothers Artisan Spirits Company	Class Applying For: R
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B. Business name: Two Brothers Artisan Spirits
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C. Type of Business: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Non-Profit <input type="checkbox"/>

C. Previous business name (if dba changed):

D. Business address (city, state, zip code): 30 w 315 Calumet Ave, Warrenville, IL 60555
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E. Business telephone: 630-393-4800	F. Business website: www.TwoBrothersSpirits.com	G. Business Email: info@TwoBrothersSpirits.com	H. IL Tax ID Number [REDACTED]
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I. Owner or Manager contact name for license: Jason Ebel
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J. Business telephone: 630-393-4800	K. Email address: Jason@TwoBrothersBrewing.com
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BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address): 205 N Broadway, Unit #26, Aurora, IL	B. Zip code 60505	C. # Parking Spaces 180
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D. Total Building s.f. 70000	E. Entertainment Area NA	F. Kitchen (Square Footage) NA	G. Total Number of Seats NA	H. Seating Area s.f. NA
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I. Number of bar seats NA	J. Retail/public Area s.f. 1500	K. Cooler s.f. NA	L. Dry Storage s.f. NA	M. Sale Counter s.f. 100
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OFFICIAL USE ONLY☐ Approved ☐ Denied

Date Approved/Denied:

Date Issued:

Mayor, Liquor Control Commissioner

Application Checklist

Application Checklist		
(Check items to confirm attached to application)	Applicant	Office Use Only
Application Fee (\$250.00)	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Information Form(s) (PIF) (one for each owner (5%+), officer and on-site manager.)	<input type="checkbox"/>	N/A
Certificate of Registration (Food & Beverage Tax— register with City of Aurora Revenue and Collections for liquor sales and payment of required bond)	<input type="checkbox"/>	N/A
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 checked="" 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 checked="" 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 checked="" 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 type="checkbox"/>	N/A
Copy of State Liquor License (if applicable)	<input type="checkbox"/>	N/A
Copy of Menu (Class A, Class B, Class E, Class E-1, Class F, Class L)	<input type="checkbox"/>	N/A
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"/>	N/A
Other:	<input type="checkbox"/>	<input type="checkbox"/>

Corporation / Premises Questions

1.	Is the corporation a subsidiary of a parent corporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If, Yes state the parent corporation's name.
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)? New Business
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? Bar
6.	State the estimated value of goods, wares and merchandise to be used in the course of business. 1,000,000
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: 01/29/2016 to End: 01/28/2021 Name and full address of property owner: Name: Square Peg Real Estate Address: 30w315 Calumet Ave, Warrenville, IL 60555 Contact Information: Jason Ebel
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.	<p>If applicant is applying for a Class B - Fraternal Society or Club Liquor License:</p> <p>A. How many dues-paying members do you have? _____ (Attach a listing of members' names and addresses.)</p> <p>B. Does your club have the qualifications described in the Illinois Act and the City of Aurora Liquor Ordinance?: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
11.	<p>Does your establishment have entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, what form(s) of entertainment do you offer? <input type="checkbox"/> Bands/Solo <input type="checkbox"/> DJ <input type="checkbox"/> Televised Sports</p> <p><input type="checkbox"/> Other: _____</p>
12.	<p>Do you employ security? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Only when entertainment is available.</p> <p>If Yes, do you: <input type="checkbox"/> Hire Private Security <input type="checkbox"/> Use On - Staff Employees</p> <p> <input type="checkbox"/> Hire Off- Duty Police Officers <input type="checkbox"/> Combination of the Above</p> <p>If you hire a Private Security Company, please provide the company name and contact person.</p>
13.	<p>Do you have security cameras on premise? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, are they: <input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor <input checked="" type="checkbox"/> Both</p> <p>If yes, please provide a brief description of the location(s): <small>At all doors and windows, on bar, on distilling equipment</small></p> <p>At all doors and windows, on bar, on distilling equipment</p>
14.	<p>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:</p> <p>We will have catered food from Two Brothers Roundhouse</p>
15.	<p>For Class G-1, check the retail item categories available for purchase at the location:</p> <p><input type="checkbox"/> Dairy <input type="checkbox"/> Baked Goods <input type="checkbox"/> Frozen Goods <input type="checkbox"/> Groceries</p> <p><input type="checkbox"/> Snack Foods <input type="checkbox"/> Health Aids <input type="checkbox"/> Beauty Aids</p>
16.	<p>Has a <i>Personal Information Form</i> (PIF) been completed for each person holding (5%) or more stock in this corporation? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

Corporate Information

Name of Corporation/Partnership:

Two Brothers Artisan Spirits Company

Corporate Address:

30w315 Calumet Ave, Warrenville, IL 60555

Corporate Ph #:

630-393-4800

Corporate Email:

Jason@TwoBrothersBrewing.com

FEIN:

81-1205034

Corporate Registered Agent/Contact:

Jason Ebel

Contact Ph #:

630-393-4800

Contact Email:

Jason@TwoBrothersBrewin

Date Corporation/Partnership was Organized:

1/25/2016

State Articles of Incorporation/Organization filed:

IL

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

1/25/2016

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

1/26/2016

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? 1000

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

Name, Title	Percentage of Stock
Jason Ebel, President	50
James Ebel II, Secretary	50

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

NA

What is the objective of Corporation?

Distilling

BIS

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 **Two Brothers Artisan Spirits Company**

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

The exact "Doing Business As" (DBA) Name as it appears in the official business formation documentation.

Two Brothers Artisan Spirits

Sole Proprietors or 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 #

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 # 81-1205034

○ 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 #**

Business Activity and Location

Business Activity Fermenting, Distilling, Bottling, Aging, Selling Spirits

List your business activities, including all products and/or services to be offered.

Business Activity

List your business activities, including all products and/or services to be offered.

Square footage used by the business: **1500** SQ. FT. Number of employees at this site: **4**

Primary Contact Person

First Name Jason	Middle Name Ryan	Last Name Ebel
Contact Phone # 630-393-4800	Fax #	E-Mail Address Jason@TwoBrothersBrewing.com

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
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

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

	\$	
	\$	
	\$	
	\$	

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
		5/2012	Jason Ebel	\$ 1,280,821.36	\$ 150,000.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **b** → \$ 150,000.00

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

	\$	
	\$	
	\$	
	\$	

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
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
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
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

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

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

= 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		\$ 150,000.00	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)*			\$ 150,000.00
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.

Signature of Applicant

8/17/16
Date

Subscribed to and sworn to before me this 17th day of AUGUST, 20 16.

OFFICIAL SEAL
JENNIFER E NALLENWEG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/19/17
(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

Two Brothers Artisan Spirits Company

d/b/a Name

Two Brothers Artisan Spirits Company

Location Address

205 N. Broadway, Aurora, IL 60505

Planned Days / Hours of Operation

<input checked="" type="checkbox"/>	SUNDAY	FROM	12pm	A.M. /P.M.	TO	9pm	A.M. /P.M.
<input checked="" type="checkbox"/>	MONDAY	FROM	8am	A.M. /P.M.	TO	9pm	A.M. /P.M.
<input checked="" type="checkbox"/>	TUESDAY	FROM	8am	A.M. /P.M.	TO	9pm	A.M. /P.M.
<input checked="" type="checkbox"/>	WEDNESDAY	FROM	8am	A.M. /P.M.	TO	9pm	A.M. /P.M.
<input checked="" type="checkbox"/>	THURSDAY	FROM	8am	A.M. /P.M.	TO	9pm	A.M. /P.M.
<input checked="" type="checkbox"/>	FRIDAY	FROM	8am	A.M. /P.M.	TO	11pm	A.M. /P.M.
<input checked="" type="checkbox"/>	SATURDAY	FROM	8am	A.M. /P.M.	TO	11pm	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 type="checkbox"/>	SUNDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	MONDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	TUESDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	WEDNESDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	THURSDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	FRIDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.
<input type="checkbox"/>	SATURDAY	FROM		A.M. /P.M.	TO		A.M. /P.M.

Affidavit

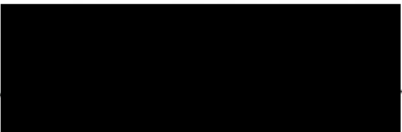
By signing this Probationary Agreement, the undersigned affirms that he/she understands if the business is found to be in violation of any section of the liquor ordinance within the first year of operation, a Liquor Hearing may be held and the Liquor License issued may be revoked without progressive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



President / Owner

8/17/15

Date




Secretary / Owner

8/17/16

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

8/17/15

Date



Secretary / Owner

8/17/16

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

Signature

Signature

Signature

Secretary

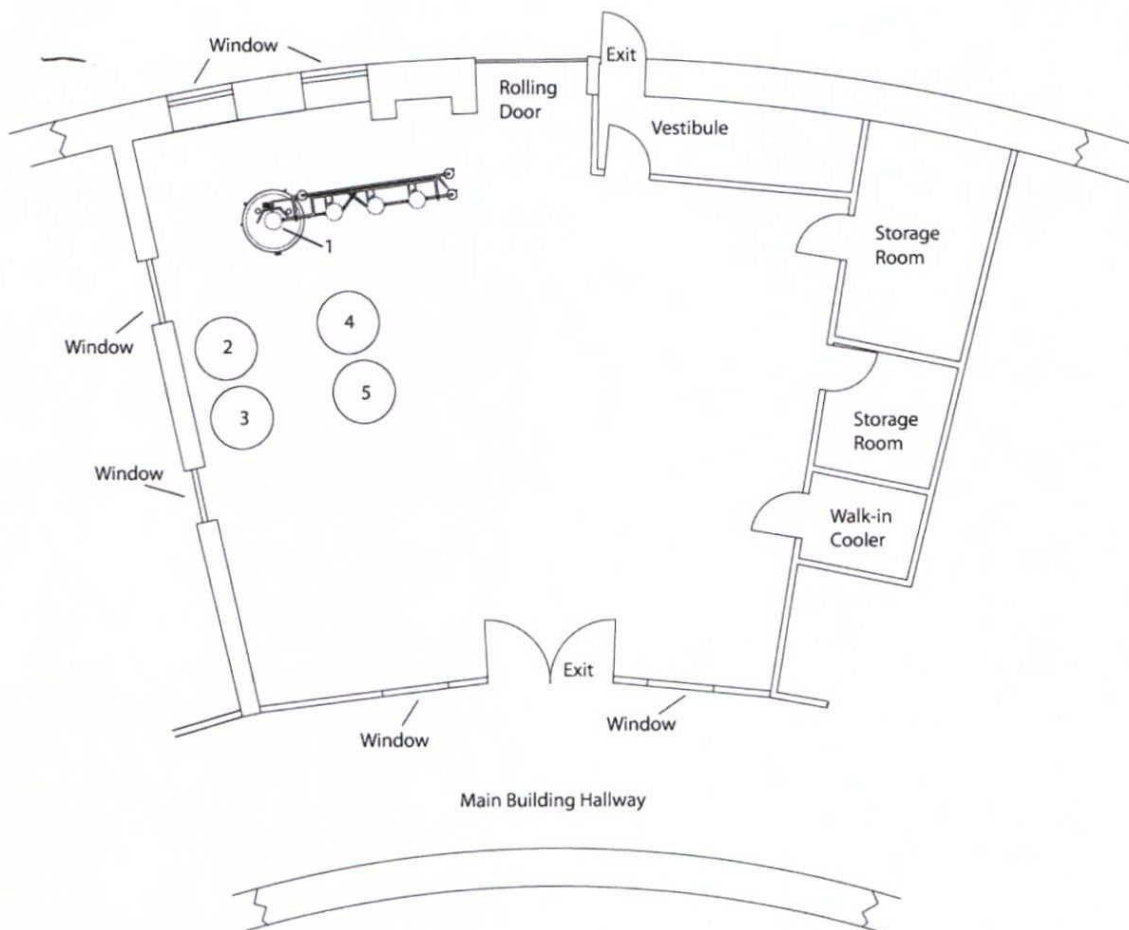
Treasurer

Signed and sworn to before me this 17th day of

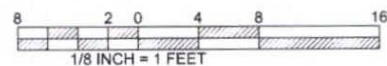
August

, 20 16.





- Key
1. 300 gallon Corson still
 2. 160 gallon proofing tank
 3. 265 gallon proofing tank
 4. 160 gallon fermentation tank
 5. 265 gallon fermentation tank



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

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

File #: **70503344**

Approved By: JXR

FILED
JAN 25 2016
Jesse White
Secretary of State

1. Corporate Name: TWO BROTHERS ARTISAN SPIRITS COMPANY

2. Initial Registered Agent: JAMES V EBEL, II

First Name

Middle Initial

Last Name

Initial Registered Office: 30W315 CALUMET AVE W

Number

Street

Suite No.

WARRENVILLE

IL

60555-1565

DU PAGE

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	200	\$ 200

NAME & ADDRESS OF INCORPORATOR

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

Dated JANUARY 25

Month & Day

2016

Year

30W315 CALUMET AVE

Street

JAMES V EBEL, II

Name

WARRENVILLE

City/Town

IL

State

60555

ZIP Code

Date of this notice: 01-25-2016

Employer Identification Number:
81-1205034

Form: SS-4

Number of this notice: CP 575 A

TWO BROTHERS ARTISAN SPIRITS
COMPANY
% JAMES EBEL II
30W315 CALUMET AVE W
WARRENVILLE, IL 60555

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1205034. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is TWOB. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

01-25-2016 TWOB B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

DATE OF THIS NOTICE: 01-25-2016
EMPLOYER IDENTIFICATION NUMBER: 81-1205034
FORM: SS-4 NOBOD

TWO BROTHERS ARTISAN SPIRITS
COMPANY
% JAMES EBEL II
30W315 CALUMET AVE W
WARRENVILLE, IL 60555

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective January 29th, 2016, by and between Square Peg Real Estate, LLC ("Landlord") and Two Brothers Artisan Spirits Company. ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 205 North Broadway, Aurora, IL 60505 and legally described as follows (the "Building"):

Lot 1 in roundhouse subdivision, being a part of section 22, township 38 north, range 8, east of the third principal meridian, according to the plat thereof recorded September 14, 1994 as document number 94K071181, in Kane County, Illinois.

Landlord desires to lease the Unit 26 of the Building to Tenant, and Tenant desires to lease Unit 26 of the Building from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases Unit 26 of the Building to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 29th, 2016 and ending January 29th, 2021. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide Unit 26 of the Building, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$16,500.00 per year, payable in installments of \$1,375.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 30w315 Calumet Avenue, Warrenville, IL 60555 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Tenant may use Unit 26 as a distillery. Notwithstanding the forgoing, Tenant shall not use the Building for the purposes of storing, manufacturing or selling any explosives, other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of Unit 26 of the Building, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to Unit 26 of the Building. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of Unit 26 of the Building damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of Unit 26 of the Building from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon Unit 26 of the Building, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on Unit 26 of the Building by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to Unit 26 of the Building caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on Unit 26 of the Building, and all personal property taxes with respect to Landlord's personal property, if any, on Unit 26 of the Building. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Building.

8. Insurance.

A. If Unit 26 of the Building or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on Unit 26 of the Building and the Building in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in Unit 26 of the Building.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in Unit 26 of the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within Unit 26 of the Building or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on Unit 26 of the Building during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to Unit 26 of the Building is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall

pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that Unit 26 of the Building is designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Building, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Building or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Building resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon Unit 26 of the Building at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on Unit 26 of the Building.

12. **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. **Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Building or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Building, and if such damage does not render the Building unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that Unit 26 of the Building or the Building are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Building, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Building is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of Unit 26 of the Building during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Building unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon Unit 26 of the Building, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon Unit 26 of the Building of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a

default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Square Peg Real Estate, LLC
30w315 Calumet Avenue
Warrenville, IL 60555
Attn: James V Ebel, II

If to Tenant to:

Two Brothers Artisan Spirits Company
205 North Broadway
Unit 26
Aurora, IL 60505
Attn: Jason R Ebel

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

27. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of Unit 26 of the Building. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Building.

28. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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



James V. Ebel, II
Member
Square Peg Real Estate, LLC



Jason R. Ebel
President
Two Brothers Artisan Spirits Company

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SECRETARY OF STATE**CORPORATION FILE DETAIL REPORT**

File Number	70503344		
Entity Name	TWO BROTHERS ARTISAN SPIRITS COMPANY		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/25/2016	State	ILLINOIS
Agent Name	JAMES V EBEL, II	Agent Change Date	01/25/2016
Agent Street Address	30W315 CALUMET AVE W	President Name & Address	
Agent City	WARRENVILLE	Secretary Name & Address	
Agent Zip	60555	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	

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