

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: _____ ending: _____
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of }
 Village of } West Allis
 City of }

County of Milwaukee Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

| Applicant's Wisconsin Seller's Permit Number <u>456-1030702968-02</u> | |
|--|--------------|
| FEIN Number <u>86-3538508</u> | |
| TYPE OF LICENSE REQUESTED | FEE |
| <input checked="" type="checkbox"/> Class A beer | \$ |
| <input type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>15</u> |
| TOTAL FEE | \$ |

+ 14 Record
OK

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
MDL EXPRESS LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

| | | | |
|--|----------------------------|---------------|--|
| President / Member Last Name <u>Singh</u> | (First) <u>Manpreet</u> | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) <u>1056 W MORNING SIDE LN OAK CREEK WI-53154</u> |
| Vice President / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name <u>SINGH</u> | (First) <u>MANPREET</u> | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) <u>1056 W MORNING SIDE LN OAK CREEK - 53154</u> |
| Directors / Managers Last Name | (First) | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

1. Trade Name EXPRESS PANTRY Business Phone Number 414-453-7002

2. Address of Premises 8530 W. GREENFIELD AVE Post Office & Zip Code WI 53214

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

FIRST FLOOR/OVER THE COUNTER

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4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? SHIYKRUPA LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No

9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
If yes, explain.

National Liquor & Wine
3501 W NATIONAL AVE
MILWAUKEE WI - 53215

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10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

| | | |
|--|-------------------------------------|--|
| Contact Person's Name (Last, First, M.I.) <u>SINGH MANPREET</u> | Title/Member <u>MEMBER</u> | Date <u>05-13-21</u> |
| Signature <u>X Manpreet Singh</u> | Phone Number <u>414-400-8042</u> | Email Address <u>SinghMP752@gmail.com</u> |

TO BE COMPLETED BY CLERK

| | | | |
|--|----------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council / board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |



Clerk's Office
7525 W. Greenfield Avenue
West Allis, WI 53214
(414) 302-8220
www.westalliswi.gov

AT-106 ADDENDUM

PRESIDENT/MEMBER

Full Name: MANPREET SINGH

DOB: [REDACTED] E-Mail Address singhmp752@gmail.com

Phone Number (cell) 414-400-8042 (other) _____

VICE PRESIDENT/MEMBER

Full Name: _____

DOB: _____ E-Mail Address _____

Phone Number (cell) _____ (other) _____

SECRETARY/MEMBER

Full Name: _____

DOB: _____ E-Mail Address _____

Phone Number (cell) _____ (other) _____

TREASURER/MEMBER

Full Name: _____

DOB: _____ E-Mail Address _____

Phone Number (cell) _____ (other) _____

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AGENT

Full Name: MANPREET SINGH

DOB: [REDACTED] E-Mail Address SINGHMP752@gmail.com

Phone Number (cell) 414-400-8042 (other) _____

DIRECTORS/MANAGERS

Full Name: _____

DOB: _____ E-Mail Address _____

Phone Number (cell) _____ (other) _____

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|----------------|---------------|----------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| SINGH | | MANPREET | | | |
| Home Address (street/route) | | Post Office | City | State | Zip Code |
| 1056 W. MORNING SIDE LN | | | OAK CREEK | WI | 53154 |
| Home Phone Number | | Age | Place of Birth | | |
| 414-400-8042 | | | INDIA | | |

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Select One **AGENT (MEMBER)** of MOL EXPRESS LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 10 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? NATIONAL LIQUOR & WINE Yes No
 If yes, identify. 3501 W. NATIONAL AVE, MILWAUKEE WI - 53215
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

| Employer's Name | Employer's Address | Employed From | To |
|-----------------|--------------------|---------------|----|
| SELF EMPLOYED | | | |
| | | | |

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

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X Manpreet Singh
(Signature of Named Individual)

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of West Allis County of Milwaukee
 City

The undersigned duly authorized officer(s)/members/managers of MDL Express LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as EXPRESS PANTRY
(trade name)

located at 8530 W GREENFIELD AVE WEST ALLIS WI 53214

appoints MR. MANPREET SINGH
(name of appointed agent)

1056 W. MORNING SIDE LN, OAK CREEK WI 53154
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
NATIONAL LIQUOR & WINE, 3501 W. NATIONAL AVE. MILWAUKEE WI 53215

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? _____

Place of residence last year 1056 W MORNING SIDE LN, OAK CREEK WI 53154

For: MDL Express LLC
(name of corporation/organization/limited liability company)

By: X
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

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ACCEPTANCE BY AGENT

I, MANPREET SINGH, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

X Manpreet Singh _____
(signature of agent) (date)

1056 W MORNING SIDE LN, OAK CREEK WI 53154 Agent's age _____
(home address of agent) Date of birth _____

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)



City Clerk's Office
 7525 W. Greenfield Avenue, West Allis, WI 53214
 (414) 302-8220 www.westalliswi.gov

FLOOR PLAN

-NEW APPLICANTS ONLY-

Name of Business MDL Express LLC
(Name of Individual, Partners, Corporation or LLC)

Address of Licensed Premises 8530 W. Greenfield Ave West Allis WI-53214

Trade Name Express pantry

Instructions: In any application for an alcohol beverage retail establishment license, excepting special Class B Beer and Wine Licenses, the applicant shall file a detailed floor plan on an 8 ½ inch by 11 inch sized sheet of paper for each floor of the licensed premises. The floor plan shall include:

1. Provide a written detailed description indicating the portion of the building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described).
2. Area in square feet and dimensions of the licensed premises.
3. Locations of all entrances and exits to the premises together with a description of how patrons will enter the premises, the proposed location of the waiting line, and the location where security searches or identification verification will occur.
4. Locations of all seating areas, bars, and, if applicable, food preparation areas.
5. Locations and dimensions of any alcohol beverage storage and display areas.
6. Locations and dimensions of any outdoor areas available at the premises for the sale, service or consumption of alcohol beverages.
7. North point
8. Date
9. Any other reasonable and pertinent information the License and Health Committee may require either for all applicants or in a particular case.

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 7525 W. Greenfield Avenue, West Allis, WI 53214
 (414) 302-8220 www.westalliswi.gov

PLAN OF OPERATION

-NEW APPLICANTS ONLY-

Individual Corporation LLC Partnership

1. Name of Applicant MOL EXPRESS LLC
(Individual, Corporation, LLC, Partnership)
2. Name Agent, If Applicable: MR. MANPREET SINGH
3. Trade Name: EXPRESS PANTRY
4. Address of Licensed Premises: 8530 W GREENFIELD AVE
5. Hours of Operation for the Premises: _____
6. Hours Alcohol will be sold: 8:00 AM TO 9:00 PM
7. Legal Occupancy Capacity of the Premises: —
8. Identify the number of parking spaces on the premises. *Do not include street parking.*
 If none, write 0: 10
9. Describe Percentage of sales (Must TOTAL to 100%):

| | |
|---|--|
| a. Alcohol Sales <u>40</u> % | b. Entertainment Sales (if applicable) <u>1</u> % <small>(MUST have a license under Section 9.033 or 9.034)</small> |
| c. Food Sales (if applicable) <u>50</u> % | d. Other <u>10</u> % <u>LOTTO</u> |
10. Is the premises less than 300 feet from any school, hospital, or church? No Yes
11. Types of Business, planned or currently conducted at the premises (choose all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Banquet Hall | <input type="checkbox"/> Bowling Alley | <input type="checkbox"/> Café/Coffee Shop |
| <input type="checkbox"/> Lounge | <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Corner Store |
| <input type="checkbox"/> Deli or Fast Food Restaurant | <input type="checkbox"/> Full Service Restaurant | <input type="checkbox"/> Gas Station |
| <input type="checkbox"/> Hotel | <input checked="" type="checkbox"/> Liquor Store | <input type="checkbox"/> Night Club |
| <input type="checkbox"/> Private/Fraternal Veteran's Club | <input type="checkbox"/> Sports Facility | <input type="checkbox"/> Supermarket |
| <input type="checkbox"/> Tavern | <input type="checkbox"/> Teen Club | <input type="checkbox"/> Other _____ |

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SECURITY (attach additional sheets as necessary):

12. Describe the proposed security provisions for off-street parking and loading areas:
- NONE -
13. Number of security personnel expected to be on the premises: Sunday – Thursday N/A
 Friday and Saturday N/A
14. Security personnel responsibilities: - N/A -
15. Equipment used by security personnel: - N/A -
16. Presence and location of security cameras (inside and outside):
MONITORS INSIDE & STORE SURROUNDINGS

17. Will searches or identification verification be conducted? No Yes, describe where:

LITTER AND NOISE (attach additional sheets as necessary):

18. Description of designated smoking area(s). (To be completed by Class B and C licensees only.):

N/A -

19. Identify the solid waste contractor hired by the applicant:

WASTE MANAGEMENT

20. The number and location of exterior and interior trash receptacles.

Interior: BY CASH REGISTER, COFFEE AREA & RESTROOM

Exterior: BY SIDE OF THE BUILDINGS.

21. How will the exterior trash/littering be addressed?:

EMPLOYEES / OWNERS WILL BE KEEPING GROUND CLEAN EVERY DAY.
& AS NEEDED.

22. How will the noise issues be address?

MANAGER WILL BE APPROACHING CUSTOMER TO KEEP NOISE DOWN



**OPERATOR'S LICENSE ADDENDUM
ESTABLISHMENT LICENSE APPLICATION**

City Clerk - License Division
City Hall, 200 E. Wells St., Room 105
Milwaukee, WI 53202
(414) 286-2238 license@milwaukee.gov

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To be completed by the individual, all partners, or the agent of a corporation/limited liability company:

Wisconsin State Statutes require that all new applicants complete a Responsible Beverage Server Training Course.

You do not need to take the course if you answer "yes" to one of the following questions and provide proof of such:

1. Within the last 2 years have you held a bartender's license in the state of Wisconsin?
 Yes No
2. Within the last 2 years have you held a Class "A" or Class "B" alcohol beverage license, or a Class "B" manager's license in the state of Wisconsin? Yes No
3. Within the last 2 years have you completed a Responsible Beverage Server Training Course in the state of Wisconsin? Yes No

IF YOU ANSWERED NO TO ALL OF THE ABOVE QUESTIONS, PROOF OF COURSE COMPLETION MUST BE PROVIDED BY SUBMITTING YOUR COURSE CERTIFICATE TO THE CLERK'S OFFICE.

For course enrollment information, contact MATC at (414) 297-8370 or for similar approved courses see "Training" on the Wisconsin Department of Revenue's website at www.dor.state.wi.us.

I understand that a license will not be issued without a copy of the course certificate or proof of the license held within the last two years being submitted to the License Division.

MANPREET SINGH

Print Name of Individual/Partner/Agent

Manpreet Singh

Signature of Individual/Partner/Agent

Office Use Only

Initials _____ Date Filed _____ Application # _____

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

| |
|------------------|
| License Number |
| Period Covered |
| Date of Issuance |

Applicant's Wisconsin 15-digit Sales Tax Account Number

← This must be issued in the same Legal Name of the licensee below.

| | | | |
|--|--------------------|---|------------------|
| Legal Name (corporation, limited liability company, partnership or sole proprietorship) MAL EXPRESS LLC | | Federal Employer Identification No. (FEIN) | |
| Trade or Business Name (if different than Legal Name) EXPRESS PANTRY | | Telephone Number (414) 400-8042 | |
| Business Address (License Location) 8530 W GREENFIELD AVE | | Business Telephone (414) 453-7002 | |
| Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town of: WEST ALIS | | County MILWAUKEE | |
| Municipality GREENFIELD | State WI | Zip Code 53214 | |
| Mailing Address (if different than Business Address) | | Municipality | State Zip Code |

Organization (check one)

- Sole Proprietor
 Wisconsin Corporation – Enter date incorporated: _____
 Partnership
 Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
 Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
 Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/dorforms/ctp-129.pdf.)
 Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
 Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
 Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
 Yes No 6. Does the applicant understand that they may not sell single cigarettes?
 Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
 Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Manpreet Singh
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.



Clerk's Office
 7525 W. Greenfield Avenue
 West Allis, WI 53214
 (414) 302-8220
www.westalliswi.gov

ELECTRONIC SMOKING DEVICE SALES LICENSE FEE \$100

- License is valid during the period of July 1, 20 ____ to June 30, 20 ____
- Record check fee of \$15 will be charged when NOT submitted with an alcohol license application.
- Any renewal licensee fee paid on July 1 or later shall be subject to a late fee of \$10
- All fees are non-refundable
- Cash or check only
- Section 9.36 of the Revised Municipal Code

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Renewal New

| APPLICANT (All license information will be mailed or emailed to information provided in this section.) | |
|--|-----------------------|
| WI 15-digit Sales Tax Account Number | |
| Registered Business Name. <i>Corporation or LLC</i> | MAL EXPRESS LLC |
| Registered Partnership Name | |
| Individual | |
| Federal Employer Identification No. (FEIN) | |
| Address of Entity | 8530 W GREENFIELD AVE |
| E-Mail Address | |
| Phone Number | 414-453-7002 |

| ABOUT THE BUSINESS: | |
|--|--------------------------|
| Business Name (d/b/a) | EXPRESS PANTRY |
| Premises Address <i>(where business is being conducted)</i> | 8530 W GREENFIELD AVE |
| Type of Good Sold | LIQUOR, GROCERY, LOTTERY |
| Business Phone Number | 414-453-7002 |

| SECTION I: INDIVIDUAL | |
|---|-------------------|
| Name <i>(first, middle, last, suffix)</i> | |
| Address | |
| City and Zip | |
| Phone Number | |
| E-Mail Address | |
| Date of Birth | |
| Driver's License or State I.D. | 5520-5409-2002-07 |

SECTION II: CORPORATION, LLC, OR PARTNERSHIP

(List names and addresses of all members)

| | |
|--|---|
| Name of Member <i>(first, middle, last, suffix)</i> | MANRABET SIMOSH |
| Address | 1056 W. MORNING SIDE LN |
| City and Zip | OMAHA NE 68159 |
| Phone Number | 414 400-8042 |
| E-Mail Address | |
| Date of Birth | 01/02/1992 |
| Driver's License or State I.D. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

| | |
|--|---|
| Name of Member <i>(first, middle, last, suffix)</i> | |
| Address | |
| City and Zip | |
| Phone Number | |
| E-Mail Address | |
| Date of Birth | |
| Driver's License or State I.D. | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Required Questions:

| | |
|---|---|
| Does the applicant know that a sale to Minors is Prohibited? No person shall, give, furnish, or cause to be sold, given, or furnished an electronic smoking device or electronic smoking device paraphernalia to a person less than 18 years of age | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Does the applicant understand that the licensed premises shall be conducted in an orderly manner, and no disorderly, riotous, or indecent conduct shall be allowed at the licensed premises? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Does the applicant understand that the licensee shall comply with all other provisions of the ordinances of the City of West Allis and the laws of the State of Wisconsin? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Does the applicant understand that the transfer of license is prohibited to another person or premises? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Posting of License. Does the applicant understand that the license shall be displayed at all times in plain view of the public on the licensed premises? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Electronic Smokes Device will be sold | <input checked="" type="checkbox"/> Over the Counter <input type="checkbox"/> Vending Machine <input type="checkbox"/> Both |

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LEASE AGREEMENT

CITY OF WEST ALLIS
CITY CLERK

THIS LEASE AGREEMENT ("Lease") dated ^{June -15} ~~May~~ ___, 2021, is by and between SUDHA & RAJ DEEP, INC., a Wisconsin Corporation ("Landlord") and MDL EXPRESS, LLC, a Wisconsin Limited Liability Company ("Tenant") and MANPREET SINGH ("Guarantor").

IT IS AGREED AS FOLLOWS:

1. DEMISE.

Landlord does hereby lease to Tenant and Tenant hereby rents the premises (the "Premises") located at 8530 W. Greenfield Avenue, West Allis, Wisconsin, consisting of land, building and site improvements and equipment. All personal property and equipment owned by Landlord and located in or on the Premises and to be used by Tenant is identified on Exhibit A attached hereto ("Equipment").

2. TERM.

The term of this Lease shall be for a period of five (5) years, commencing on June 4, 2021 (the "Commencement Date") and ending at midnight on May 31, 2026 (the "Lease Term"). The Commencement Date may be extended seven (7) days to June 11, 2021, if Tenant has not received its Class A liquor license.

3. RENEWAL TERM.

Tenant shall have the option to extend the Lease Term for two (2) additional five year terms ("Renewal Term"), which shall commence immediately following the expiration of the Initial Lease Term, all upon the same terms and conditions as set forth in this Lease, except that Minimum Rent payable during the Renewal Terms shall be increased at the rate of 2.0% per year over the prior year's rent. Tenant may exercise its option to extend the Lease Term for the Renewal Terms by notifying Landlord of its intention to do so at least ninety (90) days prior to the expiration of the Initial Lease Term and ninety (90) days prior to the expiration of the First Renewal Term. If Tenant fails to give the required written notice to extend the Lease Term, the options herein granted Tenant shall be null and void and this Lease shall expire at the end of the Initial Term or any Renewal Term, as the case may be. It shall be a condition of Tenant's right to exercise its renewal options that there is not in existence an Event of Default either at the time of Tenant's exercise of its option or at the time that the Renewal Term is scheduled to commence; provided that Landlord may waive this condition at its sole discretion, and this condition may not be used by Tenant to negate the effectiveness of Tenant's exercise of its renewal option. The phrase "Lease Term" shall mean both the Initial Lease Term and the Renewal Term, if applicable.

4. MINIMUM RENT.

A Minimum Rent for the Premises for the Lease Term, shall be payable in equal monthly installments as follows:

| <u>Rental Period</u> | <u>Minimum Monthly Rent</u> | <u>Minimum Annual Rent</u> |
|----------------------|-----------------------------|----------------------------|
| 6/4/2021 – 5/31/2022 | \$4,300.00 | \$51,600.00 |
| 6/1/2022 – 5/31/2023 | \$4,386.00 | \$52,632.00 |
| 6/1/2023 – 5/31/2024 | \$4,473.72 | \$53,684.64 |
| 6/1/2024 – 5/31/2025 | \$4,563.19 | \$54,758.28 |
| 6/1/2025 – 5/31/2026 | \$4,654.45 | \$55,853.40 |

All Rent shall be payable on the first day of each month in advance without demand. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

- B. Place of Payment. All such Rent shall be paid to Landlord at _____, or at such other place as Landlord may designate from time to time, in writing addressed to Tenant.
- C. Late Charge. Tenant hereby acknowledges that any late payment by Tenant of Minimum Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease. Therefore, if any installment of Minimum Rent or any other sum due from Tenant is not received by Landlord within five (5) days after such amount is due, Tenant shall pay to Landlord a late charge equal to the sum of \$100.00, and this late payment penalty shall be made with the late rental payment or the late payment of other sums due. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount or prevent Landlord from exercising any other right or remedy available to Landlord.
- D. Security Deposit. Tenant has deposited with Landlord the sum of Five Thousand Dollars (\$5,000.00) as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay Minimum Rent or other charges due hereunder or otherwise defaults with respect to any provision of the Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any Minimum Rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount herein above stated and

Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Lease Term hereof, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said deposit.

- E. Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Premises for accountability for any security deposit received by Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises, in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to said security deposit.

5. LEASEHOLD IMPROVEMENTS - NONE

6. PERMITTED USE AND ACCEPTANCE OF PREMISES.

- A. Tenant covenants that the Premises will be used for a liquor store business and related purposes (the "Permitted Use") and for no other use or purpose. Tenant further covenants that the Premises will not be used or occupied for any unlawful purposes. Tenant agrees to and shall use the Premises and Equipment solely for the purpose of conducting the Permitted Use and for no other business or purpose.
- B. Tenant has thoroughly examined and inspected the Premises and Equipment, is fully aware of all zoning regulations and ordinances, and all covenants, reservations and restrictions affecting same, and agrees to lease and occupy the Premises and use the Equipment on an "as-is" basis with all defects subject to Landlord's completing all work identified in Section 5 (A) above. Landlord makes no representations and warranties as to the condition of the Premises or the use to which it may be put.
- C. Tenant shall, at its sole cost and expense, comply with all ordinances, laws, rules, regulations and requirements of county, municipal, state and federal governmental authorities now in force or hereafter enforced pertaining to Tenant's specific use of the Premises

7. REAL ESTATE TAXES AND INSURANCE.

- A. Taxes.

- (1) Landlord shall pay, in the first instance, all Taxes (as hereinafter assigned) to pay the levied or assessed by any lawful authority against the Premises. Tenant shall pay for all such Taxes during the Lease Term and any Renewal Term as set forth in Paragraph 7(C) below.
- (2) As used herein, the term "Taxes" shall mean real estate taxes, personal property taxes, assessments (whether they be general or special) water and sewer rates and charges, fire protection charges, transit and transit district taxes, taxes based upon the receipt of Base Rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Premises. Notwithstanding anything in the foregoing to the contrary, if any special assessment is levied against the Premises and such assessment is capable of being paid on an installment basis, then Landlord shall elect the available installment term and Tenant's obligation for such special assessment shall be the payment of the installment and accrued interest, becoming due and payable during each year of the Lease Term/or any Renewal Term.
- (3) Upon Tenant's request, Landlord shall use commercially reasonable efforts to protest any proposed increase of the real estate taxes assessed against the Premises. Tenant shall pay all costs incurred by Landlord for any such protest, including, but not limited to appraisal fees and attorney fees. Tenant shall pay said costs within thirty (30) days of receipt of a copy of any bill or invoice charged to Landlord for such protest.

B. Insurance. Landlord and Tenant shall, during the entire Lease Term/Renewal Term, be responsible for providing and paying for property and liability insurance for the Premises during the Lease Term. Landlord and Tenant shall, during the Term or any Renewal Term, keep in full force and effect the policies of insurance described in Paragraphs 11(A) and 11(B) below, respectively. Tenant shall pay Landlord the cost for the insurance paid by Landlord, as set forth in Paragraph 7(C) below.

C. Additional Rent. As Additional Rent, Tenant shall pay 1/12th of the estimated cost for the taxes, insurance and sewer and water which are currently estimated to be Seven Hundred Dollars (\$700.00) per month. Said sum shall be paid on the first day of each month commencing June 4, 2021, and continuing on the 1st day of each month thereafter through May 31, 2026, and through a Renewal Option, if any. Tenant shall pay to Landlord

the Additional Rent at the same time and place as the Minimum Rent is to be paid pursuant to Paragraph 4, above. The amount of the Additional Rent shall be adjusted on January 1 of each year during the Lease Term based upon the prior years real estate tax bill, insurance premium costs and sewer and water bill. Landlord will notify Tenant in writing of the adjusted Additional Rent. If the estimated monthly tax, insurance premium payments and sewer and water costs received by Landlord from Tenant as set forth herein are insufficient to pay the real estate tax bill, the insurance premium and the sewer and water cost when same comes due, Landlord shall so notify Tenant of the deficit and Tenant shall pay the deficit to Landlord within ten (10) days of receipt of such notice of deficit.

8. REPAIRS, MAINTENANCE AND REPLACEMENT.

- A. Except as set forth in Paragraph 8B below, Tenant shall keep, maintain and preserve the Premises in the condition as existed on the Commencement Date, normal wear and tear and damage by casualty not caused by Tenant excepted. Tenant at its sole cost and expense will provide for the repair, maintenance and replacement of parts and equipment, as needed, for the following: i) all interior components of the Premises; ii) heating, air conditioning and ventilating equipment and fixtures; iii) plumbing equipment, lines and fixtures, including but not limited to fire sprinkler and fire control systems; iv) electrical equipment, lines and fixtures; v) all ingress-egress doors; vi) parking lots and sidewalks; viii) all plate glass; ix) all utility lines and services; x) all preventative maintenance to the interior of the Premises; xi) interior and non-structural exterior components; xii) landscaping; xiii) roof; xiv) any damage to the Premises caused by the negligence, act or omission of Tenant, its employees, agents, guests or invitees during the Lease Term; xv) comply with all rules, regulations and ordinances of the City of West Allis and Milwaukee County, rules and regulations and laws of the State of Wisconsin, and any and all laws, rules and regulations of any governmental authority applicable to the Premises or required of either Landlord or Tenant relative to the repair or maintenance of, or in the Premises; xvi) removal of ice and snow from the sidewalk and parking lot; xvii) maintain the parking lot in a first class condition; and xviii) repair and replace all damaged Equipment.
- B. Landlord shall make all repairs to the exterior structural components of the Building, which would include the walls, floors, bearing walls and foundation, except for those repairs or replacements caused by the negligence, acts or omissions of Tenant, Tenant's agents, employees, guests, invitees or contractors.
- C. At all times during the Lease Term or any Renewal Term Tenant shall be responsible for notifying Landlord timely regarding any roof replacement, HVAC replacement or parking lot replacement requirement. In addition,

Tenant shall obtain and receive two (2) bids for any such needed replacement to the roof, HVAC system and/or parking lot and shall submit same to Landlord for Landlord's approval. Upon approval, Tenant shall be obligated to supervise such work to be sure that the work is completed in a satisfactory condition. Notwithstanding any language to the contrary contained in this Section or in this Lease, the cost to replace the roof, HVAC system or parking lot shall be paid in full by Tenant.

- D. Notwithstanding any language to the contrary contained in this Paragraph 8, any structural changes or modifications to the Building, subsequent to the date of this Lease, required by a change in any code, regulation or law of the City of West Allis or the State of Wisconsin shall be charged as an expense to Tenant, subject to the terms of Section 6 (C) above.
- E. Tenant shall not discard, remove or replace any of the Equipment from the Premises without Landlord's prior consent. If Tenant so removes any of said Equipment without Landlord's consent, then any replacement equipment shall be the property of Landlord and must be the same design and quality of the replaced Equipment. Such determination to be made at Landlord's sole discretion.

9. SORTING AND SEPARATION OF REFUSE AND TRASH.

- A. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Landlord. Such separate receptacles may, at Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law.
- B. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 9 and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims and suits arising from Tenant's non-compliance utilizing counsel reasonably satisfactory to Landlord.

10. HAZARDOUS WASTE.

The term "Hazardous Substances," as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any

"Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that i) no activity will be conducted on the Premises that will produce any Hazardous Substance, ii) the Premises will not be used in any manner for the storage of any Hazardous Substances, any type; (iii) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and iv) Tenant will not permit any Hazardous Substances to be brought onto the Premises. If at any time during or after the Lease Term or any Renewal Term, Hazardous Substances introduced by Tenant to the Premises are found to have contaminated the Premises or Building, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees, from all claims, demands, actions, liabilities, costs, expenses, damages (actual or punitive) and obligations of any nature arising from or as a result of the contamination of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

11. INSURANCE.

- A. Insurance By Landlord. Landlord shall, during the Lease Term, procure and keep in force the following insurance, at Tenant's expense which shall be payable in accordance with Section 7 above:
- (1) Property Insurance. Property insurance on the Premises and all improvements in full replacement value, including, without limitation, coverage for sprinkler damage, vandalism, and malicious mischief. Such insurance shall not cover Tenant's equipment, trade fixtures, inventory, fixtures or personal property located on or in the Premises;
 - (2) Liability Insurance. Commercial general liability insurance against any and all claims for bodily injury, death or property damage occurring in or about the Premises. Such insurance shall have a combined single limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) per occurrence per location, with a Three Million Dollar (\$3,000,000.00) aggregate limit; and
- B. Insurance By Tenant. Tenant shall, during the Lease Term, procure and keep in force at Tenant's expense the following insurance:
- (1) Personal Property Insurance. Insurance on Tenant's personal property and on all Equipment, including, without limitation, coverage for sprinkler damage, vandalism, and malicious mischief, on all equipment, trade fixtures, inventory, tenant improvements and betterments and personal property located on or in the Premises,

including tenant improvements and betterments hereinafter constructed or installed on the Premises. Such insurance shall be in an amount equal to the full replacement cost of the aggregate of the foregoing and contain commercially reasonable deductibles.

(2) Liability Insurance. Public liability, bodily injury and property damage comprehensive insurance coverage insuring against claims of any and all personal injury, death or damage occurring in or about the Premises or the sidewalks adjacent thereto, with a combined single limit coverage of not less than \$2,000,000.00 on an "occurrence" form and including contractual liability coverage of the performance by Tenant of the indemnity agreements set forth in Article 11. Tenant's Insurance shall be issued by an insurance company of recognized standing, authorized to do business in the State of Wisconsin and having a Best's Insurance Guide rating of at least A-XV and satisfactory to Landlord. Tenant's Insurance (other than any policy of workmen's compensation insurance) will name Landlord as an additional insured. Original or copies of original policies (together with copies of the endorsements naming Landlord as an additional insured) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to the Commencement Date and on each anniversary thereof. All public liability and property damage liability policies maintained by Tenant will contain a provision that Landlord will be entitled to recover under such policies for any loss sustained by them, their agents and employees as a result of the acts, negligence or omissions of Tenant. Tenant's Insurance will provide that it may not be terminated or amended except after thirty (30) days prior written notice to Landlord. All public liability property damage, liability and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not supplemental to coverage that Landlord may carry.

(3) Other. Such other insurance as required by law, including, without limitation, workers' compensation insurance.

C. Failure By Tenant To Obtain Insurance. If Tenant does not maintain the insurance required pursuant to Section 11(B) or keep the same in full force and effect, Landlord may, but shall not be obligated to, take out the necessary insurance and pay the premium therefor, and Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including reasonable attorneys' fees) and damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to

the amount of the premiums thereon.

- D. Subrogation. In the event of loss or damage to the Premises, each party will look first to any insurance in its favor before making any claim against the other party. In addition, each party, its agents, employees or guests, to the extent permitted, for itself and its insurers waives such insurer's subrogation rights and other claims against the other party, but only to extent of insurance proceeds received.

12. DAMAGE OR RESTORATION.

In case of damage to the Premises by fire, vandalism, malicious mischief or any other casualty, Landlord shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) to substantially the same condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the control of Landlord; provided, however, that in no event shall Landlord be obligated to incur any costs or expenses in connection with such restoration in excess of the insurance proceeds realized by Landlord. If Landlord does not substantially complete such repairs within one hundred fifty (150) days from the date of such casualty, Tenant may, within thirty (30) days thereafter, terminate this Lease effective as of the date of casualty by providing written notice thereof to Landlord. If Tenant does not so terminate the Lease within such 30-day period, or if Landlord has substantially completed the repairs prior to Tenant's delivery of the notice, this Lease shall remain in full force and effect. To the extent that the Premises are rendered untenable, the Minimum Rent shall proportionately abate; provided, however, that if the damage is so extensive that Tenant cannot reasonably operate its business from the Premises, the entire rent shall abate until Landlord substantially completes the repairs. If the Premises are damaged to such an extent that Landlord shall, in Landlord's sole discretion, determine not to rebuild or repair, Landlord may terminate this Lease upon written notice thereof to Tenant within sixty (60) days of the date of such damage, in which event this Lease shall terminate as of the date of such damage, Rent shall be adjusted to the date of such damage and Tenant shall thereupon promptly vacate the Premises.

13. INDEMNIFICATION.

Tenant shall indemnify, hold harmless, and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising out of any occurrence in, on or about the Premises however caused. Such indemnification shall include and apply to attorneys' fees, investigation costs, and other costs actually incurred by Landlord. Tenant shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's breach or default in the performance of any and all obligations on Tenant's part to be performed under the terms of this Lease. The provisions of this Section 13 shall survive Lease termination with respect to any damage, injury death, breach or default occurring prior to such

termination. It is the intention and agreement that Landlord shall not be liable for any personal injuries or damage to Tenant, its agents or employees, invitees, trespassers, or to any other persons or to any occupant of any part of the Premises, or for any injury or damage to any goods, wares, merchandise equipment or property of Tenant, or of any subtenant, or of any occupant of any part of the Premises, irrespective of how the same may be caused, whether from action of the elements or acts of negligence of the owner or occupants of the adjacent properties.

14. ASSIGNMENT AND SUBLETTING.

- A. Tenant may not assign, transfer or otherwise sub-let this Lease to any person, firm or corporation without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If Landlord should consent to an assignment, no such assignment, sublease or transfer shall act as a release of Tenant from any of the obligations and agreements on their part to be kept and performed hereunder. Any assignment, sublease or transfer without the prior written consent of Landlord shall be null and void. Landlord's approval of any subtenant or assignee is conditioned upon there being no additional compliance required with any laws, rules and regulations of any governmental authority required of either Landlord or Tenant and such approval shall create no responsibility or liability on the part of Landlord for any non-compliance with laws, rules and regulations of any governmental authority. In the case of a sublease, the instrument shall expressly state that it is, and shall remain, at all times subject and subordinate to this Lease and all of the terms, covenants and agreements contained in this Lease. No such assignment or sublease instrument shall expressly or by implication impose upon Landlord any duties or obligations or alter the provisions of this Lease.

- B. Request for consent to assign Tenant's interest or to sublease the Premises shall be accompanied by a statement setting forth the name of the prospective assignee or sublessee, the financial details of the assignment or sublease (i.e., the rental and security deposit), the term, other relevant information concerning the proposed assignee or sublessee. Landlord shall have the right within ten (10) days after receipt of such written request from Tenant to (i) withhold consent to the assignment or sublease, provided such withholding is reasonable, or (ii) consent to such sublease or assignment, or (iii) terminate this Lease, effective as of the commencement date of the term of such sublease or the effective date of such assignment, provided Landlord shall have concurrently entered into a direct lease with such proposed assignee or sublessee. If Landlord elects to so terminate the Lease, then this Lease shall be canceled and terminated as of the effective date of such direct lease and Tenant shall be released from all obligations set forth herein.

15. CARE OF PREMISES AND EQUIPMENT.

Tenant further covenants and agrees that during the Lease Term it will keep the Premises and Equipment and every part thereof in a clean, orderly and good condition and that it will in all respects, at all times and at its own expense duly comply with all applicable health and police regulations and also that it will keep all improvements at any time situated upon the Premises safe and secure to the lawful and valid requirements applicable thereto.

16. ALTERATIONS BY TENANT.

- A. Tenant is hereby given the opportunity, at its sole cost and expense, at any time during the Lease Term or Renewal Term, to make any new alterations or improvements to the interior of the Premises which Tenant may deem necessary or desirable for its purposes; provided, however, that no new alterations or improvements shall be made without the prior written approval of Landlord. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with any laws, rules and regulations of governmental agencies or authorities.
- B. All work herein permitted shall be done and completed by Tenant in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Tenant agrees to indemnify Landlord against all mechanics' or other liens arising out of any of such work, and also against any and all claims for damages or injury which may occur during the course of any such work. Landlord reserves the right to require Tenant to post a surety bond or other security until satisfactory completion of work, other than the work identified in Section 5 above, to be performed where a particular single alteration exceeds One Thousand Dollars (\$1,000.00) in cost. Landlord agrees to join with Tenant in applying for all permits necessary to be secured from governmental authorities and to promptly execute such consents as such authorities may require in connection with any of the foregoing work.
- C. Landlord may require that Tenant remove any or all new alterations or improvements at the expiration of the Lease Term, and restore the Premises to their condition at the time of commencement, provided however, that Landlord must so advise Tenant of such requirement at the time of Tenant's request for approval of such new improvements. Unless Landlord requires their removal, all new alterations and improvements which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term. Tenant shall repair any damage to the Premises caused by the installation or removal of Tenant's trade fixtures, furnishings and equipment.

17. CONDEMNATION.

- A. If the Premises shall be wholly taken by exercise of right of eminent domain, or if such of the Premises shall be condemned so as to render the Premises unsuitable for the business of Tenant (as determined in Tenant's reasonable discretion), then this Lease shall terminate from the day the possession of the whole of the Premises shall be required under the exercise of such power of eminent domain. Any award for the taking of all or part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord. Tenant reserves such separate rights as it may have against the condemning authority to claim damages for loss of its trade fixtures and the cost of removal and relocation expenses.

- B. If such part of the Premises shall be condemned which is not extensive enough to render the Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of the condemnation, less the portion lost by condemnation, and the Minimum Rent payable hereunder shall be reduced in the proportion that the remaining area of the Premises bears to the original area of the Premises leased hereunder. If the parties are unable to agree upon the amount of the reduction in Minimum Rent within seven (7) days from the date of the condemnation, then it shall be arrived at by arbitration, each party to select an arbitrator and if the two arbitrators are unable to agree they shall select a third arbitrator and the three arbitrators decision shall be binding upon the parties. Landlord's duty to restore the Premises shall be limited to the insurance proceeds received.

18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.

- A. Tenant shall, upon the written request of Landlord, agree to the subordination and attornment of this Lease and the lien of this Lease hereof to the lien of any present or future mortgage, renewal or extension upon the Premises irrespective of time of execution or the time of recording of any such mortgage. Tenant shall execute the Subordination and Attornment Agreement form required by Landlord's mortgagee. In the event Tenant has not executed such instruments within seven (7) days from receipt of same, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant, such instrument of subordination. Notwithstanding the foregoing, in connection with any subordination hereunder, every such mortgage and subordination agreement shall recognize the validity of this Lease, and Tenant's right of possession and right to use under this Lease, in and to the Premises, unless and until Tenant shall breach any of the provisions of this Lease, and such breach shall continue after the expiration of any applicable cure period herein, and this Lease or Tenant's right to possession shall have

been terminated in accordance with the provisions of this Lease. The word "mortgage" as used herein includes mortgages, and any sale-leaseback transactions, or other similar instruments, and modifications, extensions, renewals, and replacements thereof, and any and all advances thereunder.

- B. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises, or this Lease, or if the Premises comes into the hands of a mortgagee, or any other person whether because of the mortgage foreclosure, exercise of a power of sale under a mortgage, or otherwise, attorn to the purchaser or such mortgagee, or other person, and recognize the same as Landlord hereunder, provided any such mortgagee or other person expressly acknowledges Tenant's right under this Lease. Provided Tenant is given seven (7) day written notice, Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgagee or other person to be executed, containing such provisions as such mortgagee or other person requires as long as such provisions comport with this Section 18B. In the event Tenant has not executed such instruments within fourteen (14) days from receipt of same, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant, such instrument of attornment.

- C. Within seven (7) days after Landlord's request, Tenant shall deliver, executed in recordable form, an estoppel certificate or other declaration to any person designated by Landlord: 1) ratifying this Lease; 2) stating the commencement and termination dates; and, 3) certifying i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated), ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), iii) no defenses or offsets against the enforcement of this Lease by Landlord exists (or stating those claimed); iv) advance rent, if any, paid by Tenant; v) the date to which rent has been paid; vi) the amount of security deposited with Landlord; 4) and providing recent financing statements of the Tenant, and such other information as Landlord or their mortgagee reasonably requires (subject to the execution of a reasonable non-disclosure agreement). Persons receiving such statements shall be entitled to rely upon them. In the event Tenant has not executed such instruments within fourteen (14) days from receipt of same, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant, such instrument of estoppel certificate.

19. INTENTIONALLY OMITTED.

20. ACCESS TO PREMISES.

Landlord and its authorized agents shall have a right of access to said Premises at any and all reasonable times after forty-eight (48) hours notice to Tenant (except for emergencies) to inspect the same and for the purposes pertaining to the rights of Landlord and to show the Premises to a prospective tenant or buyer.

21. COMPLIANCE WITH LAWS.

Tenant, at Tenant's sole expense, shall comply with all laws, rules and orders, ordinances, directions, regulations and requirements of federal, state, county, and municipal authorities now in force of which may hereinafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, possession or Tenant's alteration of the Premises. Notwithstanding anything in the foregoing or elsewhere in this Lease to the contrary, if any law of general applicability to buildings such as the buildings and improvements on the Premises is hereafter promulgated and/or enforced, which requires alteration to the building and improvements, such alteration shall be deemed an obligation of Tenant. Tenant shall pay all cost of any such alteration.

22. COVENANTS OF RIGHT TO LEASE.

Landlord covenants that it has good and sufficient right to enter into this Lease and that it alone has full right to lease the Premises to Tenant for the Lease Term. Landlord further covenants that upon performing the terms and obligations of Tenant under this Lease, Tenant will have quiet enjoyment throughout the Lease Term and any renewal or extension thereof.

23. MECHANICS' LIENS.

Tenant covenants and agrees to do all things necessary to prevent the filing of any mechanics' or other liens against the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have supplied to Tenant, or anyone holding the Premises or any part thereof, through or under Tenant. If any such lien shall at any time be filed against Tenant's interest in the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after Tenant's receipt of notice of the filing of same, or, if Tenant, at Tenant's discretion and in good faith, determines that such lien should be contested, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against Tenant's interest in the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law or that Tenant has authority to act as agent of Landlord with regard to contracting for any such work. Tenant further agrees to

hold the Landlord harmless from all claims and demands by any third party in any manner connected with such repairs or installations or with Tenant's occupancy of the Premises.

24. EXPIRATION OF LEASE AND SURRENDER OF POSSESSION.

- A. Holding Over. Tenant will, at the termination of this Lease by lapse of time, or by default yield up possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination, then such holding over constitutes the creation of a month-to-month tenancy, upon the terms and conditions set forth in this Lease, except during the hold over period Tenant shall pay Landlord double the amount of the monthly rate of Rent and other charges payable by Tenant under this Lease during any calendar month of the hold over period. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this Paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

- B. Surrender. Upon the expiration or earlier termination of this Lease, by lapse of time or otherwise, any and all improvements or additions erected in or on said Premises by Tenant and said improvements and additions shall be and become the property of Landlord without any payment therefor and Tenant shall surrender said Premises, together with all improvements thereon, whether erected by Tenant or Landlord, ordinary wear and tear and damage by fire or other casualty excepted.

- C. Tenant's Equipment. Tenant may install adequate equipment, in addition to the Equipment for the carrying on its business and upon the termination of this Lease by lapse of time or otherwise, provided all Rents and other amounts that may be due and owing to Landlord have been paid in full and the provisions of this Lease complied with, Tenant may remove such equipment, fixtures and machinery installed by it at Tenant's cost. However, upon removal of such equipment, fixtures and machinery, Tenant shall also repair any damage caused by such removal or installation.

25. DEFAULT-REMEDIES.

- A. The occurrence of one or more of the following events shall constitute a material default and breach of this Lease by Tenant:
 - (1) Failure of Landlord to receive any payment of any Rent from Tenant herein agreed to be paid or any other payment required to be made by Tenant hereunder, as and when due, within five (5) days after its

due date. Tenant hereby waives any right to receive written notice of any monetary default. Time is of the essence regarding all payments due herein;

- (2) The making by Tenant of any assignment or arrangement for the benefit of creditors;
- (3) The filing by Tenant of a petition in bankruptcy or for any other relief under the Federal Bankruptcy Law or any other applicable statute;
- (4) The levying of an attachment, execution of other judicial seizure upon Tenant's property in or interest under this Lease, which is not satisfied or released or the enforcement thereof stayed or superseded by an appropriate proceeding within thirty (30) days thereafter;
- (5) The filing of an involuntary petition in bankruptcy or for reorganization or arrangement under the Federal bankruptcy Law against Tenant and such involuntary petition is not withdrawn, dismissed, stayed or discharged within sixty (60) days from the filing thereof;
- (6) The appointment of a receiver or trustee to take possession of the property of Tenant or of Tenant's business or assets and the order or decree appointing such receiver or Trustee shall have remained in force undischarged or unstayed for thirty (30) days after the entry of such order or decree;
- (7) The failure by Tenant to substantially perform or observe any other term, covenant, agreement or condition to be performed or kept by Tenant under the terms, conditions, or provisions of this Lease, which failure shall continue uncorrected for ten (10) days after written notice thereof has been given by Landlord to Tenant.
- (8) The failure of Tenant to maintain, in good standing with the City of West Allis, all licenses and permits necessary to operate all phases of the Permitted Use including but not limited to the: (i) Class A Liquor license; (ii) Cigarette license (collectively "Licenses") and such failure continues for a period of five (5) calendar days, then Landlord may declare Tenant to be in default and Landlord shall have the right to re-enter the Premises and take possession of the Premises, Equipment and Licenses and change the locks without first engaging in any judicial process.

B. In the event of a default by Tenant, Landlord shall have the right, at the option of Landlord, then or at any time thereafter while such default or

defaults shall continue, to elect either (i) to cure such default or defaults at its own expense and without prejudice to any other remedies which it might otherwise have, any payment made or expenses incurred by Landlord in curing such default with interest thereon at the "default rate" specified below to be and become Additional Rent to be paid by Tenant with the next installment of Minimum Rent falling due thereafter; or (ii) to re-enter the Premises, without written notice and without judicial process, and dispossess Tenant and anyone claiming under Tenant and remove their effects, change the locks and take complete possession of the Premises, Equipment and Licenses and declare this Lease forfeited and the Lease Term ended. In such re-entry the Landlord may remove all persons from the Premises, and Tenant hereby covenants in such event, for itself and all others occupying the Premises under Tenant, to peacefully yield up and surrender the Premises, Equipment and Licenses to Landlord. Should Landlord declare this Lease forfeited and the Lease Term ended, Landlord shall be entitled to recover from Tenant the Base Rent and all other sums due and owing by Tenant to the date of termination, plus the costs of curing all of Tenant's defaults existing at or prior to the date of termination, plus the cost of recovering possession of the Premises, Equipment and Licenses, plus the deficiency, if any, between Tenant's Minimum Rent for the balance of the Lease Term provided hereunder and the Rent obtained by Landlord under another lease for the Premises for the balance of the Lease Term remaining under this Lease. Landlord shall use reasonable efforts to rent the Premises with or without advertising, and on reasonable terms available for the remainder of the Lease Term hereof, or for such longer or shorter period as Landlord shall deem advisable. Tenant shall remain liable for payments of all Minimum Rent and other charges and costs imposed on Tenant herein, in the amounts, at times and upon the conditions as herein provided, but Landlord shall credit against such liability of Tenant all amounts received by Landlord from such reletting after first reimbursing itself or all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for reletting, and reletting the Premises, and for the payment of any reasonable procurement fee or commission paid to obtain another tenant, and for the attorneys' fees and legal costs incurred by Landlord. Landlord shall reimburse Tenant for Tenant's actual cost of inventory, subject to Landlord's right to off-set said inventory cost against all monies due Landlord as set forth herein

26. RE-ENTRY BY LANDLORD.

No re-entry by Landlord or any action brought by Landlord to oust Tenant from the Premises shall operate to terminate this Lease unless Landlord shall have given written notice of termination to Tenant, in which event Tenant's liability shall be as above provided. No right or remedy granted to Landlord herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or equity

or by statute. In the event of termination of this Lease, Tenant waives any and all rights to redeem the Premises either given by any statute now in effect or hereafter enacted.

27. ADDITIONAL RIGHTS.

- A. In addition to any and all other remedies, either party may restrain any threatened breach of any covenant, condition or agreement herein contained. The mention herein of any particular remedy or right shall not preclude any other remedy or right available at law or equity, or by virtue of some other provision of this Lease; nor shall the consent to one act, which would otherwise be a violation or waiver of or redress for one violation either of covenant, promise, agreement, undertaking or condition, prevent a subsequent act which would originally have constituted a violation from having all the force and effect of any original violation.

- B. Receipt by Landlord of Minimum Rent or other payments from Tenant shall not be deemed to operate as a waiver of any rights of the Landlord to enforce payment of any Minimum Rent, Additional Rent, or other payments previously due or which may thereafter become due, or of any rights of Landlord to terminate this Lease or to exercise any remedy or right which otherwise might be available to Landlord; the right of Landlord to declare a forfeiture for each and every breach of this Lease is a continuing one for the life of this Lease.

28. SUCCESSORS, ASSIGNS AND LIABILITY.

The terms, covenants, conditions and agreements herein contained and as the same may from time to time hereafter be supplemented, modified or amended, shall apply to, bind, and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, respectively. In the event either now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such person, firms and/or corporations shall be jointly and severally liable as parties hereunder.

29. NOTICES.

All notices required under this Lease shall be in writing and shall be deemed to be properly served when posted by certified United States mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier addressed to the party to whom directed at the address herein set forth or at such other address as may be from time to time designated in writing by the party changing such address or by email.

LANDLORD:
Sudha & Raj Deep, Inc.
Attention: Pravinkumar Patel
13735 West Prairie Lane

New Berlin, WI 53151
Email: ppravin@ymail.com

TENANT:
MDL Express, LLC
Attention: Manpreet Singh
8530 W. Greenfield Avenue
West Allis, WI 53214
Email: singhmp752@gmail.com

30. RIGHT OF OPTION TO PURCHASE

The Landlord does hereby give to Tenant, conditioned upon Tenant not being in default of any terms and conditions of the Initial Lease at the time of the exercise of this option, the option to close on the purchase of the Premises and Equipment on or before May 31, 2024 (“Option to Purchase”).

Notice of the intention to exercise the Option to Purchase shall be served upon Landlord on or before February 28, 2024, either by personal delivery or by certified mail addressed to Landlord or by email. Within ten (10) days of the date such notice is so served, Landlord shall, at its cost, furnish an owner's policy of title insurance equal to the purchase price written any licensed insurance company of Landlord’s choice, showing title as called from by this Agreement.

The closing of the purchase of the Property shall be consummated and the conveyance made on or before May 31, 2024, and conveyance shall be made by Warranty Deed by Landlord to Tenant free and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants, all Exceptions in the title commitment accepted by Tenant and the general taxes levied in the year of closing. Cost of the title insurance shall be paid by Landlord.

There shall be no prorations other than rent. Landlord shall pay the Wisconsin Transfer Tax Fee.

The purchase price shall be \$700,000.00.

This Option to Purchase the Premises and Equipment is exclusive to Tenant and shall not be assigned without Landlord’s written consent.

The Premises and Equipment shall be purchased in its “as-is” condition with all faults and defects.

Time is of the essence regarding notice and closing.

Should Tenant fail to exercise this Option to Purchase within the times herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered and this Option to Purchase shall be terminated.

31. UTILITIES.

Commencing on the Commencement Date and at all times during the Lease Term and Renewal Terms, Tenant covenants and agrees to pay, prior to delinquency, the costs and charges for all utilities, including but not limited to gas, electricity, cable and communication utilities, water and sewer used and consumed by Tenant, its employees, agents, servants, customers, guests and other invitees in the Premises, and to the extent possible shall contract for the same in its own name and on separate meters. Throughout the duration of Tenant's occupancy of the Premises, Tenant shall keep meters and installation equipment in good working order and repair at Tenant's sole cost and expense; failure to do so may allow Landlord to cause such meters and equipment to be replaced or repaired, and collect the cost thereof from Tenant as Additional Rent.

32. MISCELLANEOUS.

- A. In the event that Tenant desires to store or maintain the type or character of goods or materials in the Premises which cause an increase in insurance premiums, Tenant shall first obtain the written consent of Landlord and Tenant shall reimburse Landlord for any increase in premiums caused thereby.
- B. If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.
- C. This Agreement contains the entire Lease contract between the parties hereto. A short form of this Lease, for the purpose of recording, may be executed by the parties simultaneously herewith and if either party desires to record this Lease, the short form shall be used for that purpose.
- D. The parties executing this Lease warrant that this Agreement is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution of its Board of Directors.
- E. Unless the context clearly denotes the contrary, the word "Rent" or "Rental" as used in this Lease not only includes cash Rent, but also all other payments and obligations to pay assumed by the Tenant, whether such obligations to pay run to the Landlord or to other parties.

33. DEFAULT RATE OF INTEREST.

All amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest from the date due until paid at a rate which is ten percent (4%) per annum.

34. CONFIDENTIALITY.

Tenant agrees that this Lease will be kept confidential and shall not, without Landlord's prior written consent, be disclosed by the Tenant or by its agents, representatives and employees who have a need to know and who are informed by Tenant of the confidential nature of this Lease.

35. SURRENDER OF LICENSE.

The Class A Liquor License and the Cigarette License (the "Licenses") are critical to the operation of the liquor store business on the Premises. Tenant shall not, at any time during the Lease Term or a Renewal Term, nor at any time subsequent to the expiration of the Lease Term or a Renewal Term, nor at any time Landlord shall terminate this Lease resulting from a default on the part of the Tenant, transfer any of said Licenses to a location different from the Premises or transfer said Licenses to any person or entity other than Landlord, it being understood that Tenant shall be required to surrender the Licenses to the City of West Allis, thereby allowing Landlord or its assigns to take possession of the Licenses and to reapply for said Licenses to operate the liquor store business on the Premises. If necessary, Tenant shall cooperate with Landlord in assisting Landlord or its assigns with such application. If Tenant, at any time, should attempt to transfer or assign the Licenses to any other person or entity and/or any other location, which results in Landlord or its assigns, not being able to receive said Licenses from the City of West Allis to operate said liquor store business, then Tenant shall pay to Landlord liquidated damages, and not as a penalty, the sum of \$1,000,000.00. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by Landlord which are occasioned by any such improper transfer of Licenses by Tenant. All parties hereto agree that the loss of such Licenses from the Premises would substantially impact and cause substantial damages to Landlord.

36. GOODWILL

Simultaneous herewith or prior to occupancy, Tenant shall pay to Landlord the sum of \$200,000.00 in consideration for the business goodwill which sum shall be completely non-refundable to Tenant.

37. GUARANTY.

In consideration of and as an inducement to, the execution of this Lease by Landlord, the undersigned Guarantor does hereby assume liability for, hereby guaranty payment to Landlord of, and hereby agrees to pay Rent and other payments and obligations

due under this Lease and perform and be responsible for the performance of all obligations of Tenant under this Lease. This is a guaranty of payment and performance and not of collection. The liability of Guarantor shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Tenant or any other person. The Guarantor waives any right to require that an action be brought against Tenant or any other person. In the event of default under this Lease document which is not cured within the applicable grace or cure periods, Landlord shall have the right to enforce its rights, powers and remedies hereunder, in any order, and all rights, powers and remedies available to Landlord in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided hereunder, or by law or in equity. The Guarantor shall at all times remain liable for all indebtedness and obligations guaranteed hereby. The Guarantor hereby waives and agrees not to assert or take advantage of any right to require Landlord to proceed against Tenant, or to pursue any other remedy in Landlord's power before proceeding against Guarantor hereunder. Demand, notice of non-payment, notice of breach or default, and all other notices of any kind are hereby waived by Guarantor. This Guarantee shall remain in full force and effect following the death of Guarantor and shall be binding on the estate of the deceased Guarantor. But for this guaranty, Landlord would not enter into this Lease.

IN WITNESS WHEREOF, the parties may have executed this Lease in counterpart copies, each of which shall be deemed originals, or Landlord and Tenant have executed this Lease the date and year noted below.

LANDLORD:

SUDHA & RAJ DEEP, INC.

By: Pravinkumar Patel
Pravinkumar Patel

TENANT:

MDL EXPRESS, LLC

By: Manpreet Singh
Manpreet Singh

GUARANTOR:

Manpreet Singh
Manpreet Singh

EXHIBIT A - EQUIPMENT

- 13 security cameras
- 2 POS cash register
- ADT security
- 10 door walk-in cooler
- 12 door walk-in cooler
- 3 door freezer
- 5 lane 20 feet long shelving
- counter
- 2 cigarette racks 3 feet long 6 feet tall
- shelving gondolas behind counter 20 feet long

This document is not yet filed.

Sec. 183.0202
Wis. Stats.



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

M D L Express LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Manpreet Singh

Article 4. **Street address of the initial registered office:**

6210 W Greenfield Ave
West Allis, WI 53214
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A member or members

Article 6. **Name and complete address of each organizer:**

Manpreet Singh
6210 W Greenfield Ave
West Allis, WI 53214
United States of America

Other Information. **This document was drafted by:**

Manpreet Singh

Organizer Signature:

Manpreet Singh

RECEIVED
MAY 13 2021
CITY OF WEST ALLIS
CITY CLERK

Date & Time of Receipt:

4/28/2021 12:55:43 PM

Order Number:

202104285726736

RECEIVED
MAY 13 2021
CITY OF WEST ALLIS
CITY CLERK



STATE OF WISCONSIN
DEPARTMENT OF REVENUE
CUSTOMER SERVICE BUREAU

2135 RIMROCK RD
P.O. BOX 8902
Madison, WI 53708-8902
FAX NUMBER: (608) 264-6884

Legal Name: MDL EXPRESS LLC
DBA Name:
BTR Expiration Date: April 30, 2023
Greeting Letter ID (for registering on My Tax Account): L0824012368

Tax Account
Sales & Use Tax

██████████


Tax Account Number
456-1030702968-02

████████████████████

Filing Frequency
Early Monthly

██████████

RECEIVED
MAY 13 2021
CITY OF WEST ALLIS
CITY CLERK

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-28-2021

Employer Identification Number:
86-3538508

Form: SS-4

Number of this notice: CP 575 A

M D L EXPRESS LLC
MANPREET SINGH SOLE MBR
6210 W GREENFIELD AVE
WEST ALLIS, WI 53214

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 86-3538508. 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 941 | 07/31/2021 |
| Form 940 | 01/31/2022 |

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.

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.

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MAY 13 2021
CITY OF WEST ALLIS
CITY CLERK

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 MDLE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-28-2021
EMPLOYER IDENTIFICATION NUMBER: 86-3538508
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

M D L EXPRESS LLC
MANPREET SINGH SOLE MBR
6210 W GREENFIELD AVE
WEST ALLIS, WI 53214

301427

CLASS D OPERATOR'S LICENSE

BART - 0232744

EFF DATE: 01/01/2020 EXP DATE: 12/31/2021



Jan R. Dylus

city clerk
www.milwaukee.gov/license

MANPREET SINGH



City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057
Email: license@milwaukee.gov - Website: www.milwaukee.gov/license

city of milwaukee
www.milwaukee.gov/
license



Jan R. Dylus

city clerk


license required to be displayed or carried

EXPIRATION DATE: 12/31/2021
LIC. NO: BART 0232744
LICENSE: CLASS D OPERATOR'S LICENSE

MANPREET SINGH
S520-5409-2002-07

RECEIVED

MAY 13 2021

CITY OF WEST ALLIS
CITY CLERK

320632

CLASS A MALT & CLASS A LIQUOR LICENSE

ALQML - 0200110

EFF DATE: 04/09/2021 EXP DATE: 04/08/2022



Jan R. Dyke

city clerk
www.milwaukee.gov/license

SINGH, MANPREET, AGENT
NATIONAL GROCERY, LLC
3501 W NATIONAL AV
MILWAUKEE, WI 53215-1024

ALDERMANIC DISTRICT 08

OTHER RELATED LICENSES:
CIGARETTE AND TOBACCO

premise description:
CIG-1029987 FIRST FLOOR

| Weekday | Open Time | Close Time | Age Limit |
|-----------|-----------|------------|-----------|
| SUNDAY | 08:00 AM | 09:00 PM | N/A |
| MONDAY | 08:00 AM | 09:00 PM | N/A |
| TUESDAY | 08:00 AM | 09:00 PM | N/A |
| WEDNESDAY | 08:00 AM | 09:00 PM | N/A |
| THURSDAY | 08:00 AM | 09:00 PM | N/A |
| FRIDAY | 08:00 AM | 09:00 PM | N/A |
| SATURDAY | 08:00 AM | 09:00 PM | N/A |

City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057
Email: license@milwaukee.gov - Website: www.milwaukee.gov/license



city of milwaukee
www.milwaukee.gov/
license



Jan R. Dyke
city clerk

license required to be displayed or carried

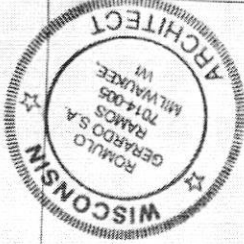
If you have a public entertainment premises license at your licensed alcohol establishment, indoor public entertainment shall be discontinued no later than the closing time for the alcohol beverage establishment, unless an earlier time of discontinuation is established by the common council in its approval of the licensee's plan of operation.

EXPIRATION DATE: 04/08/2022
LIC. NO: ALQML 0200110
LICENSE: CLASS A MALT & CLASS A LIQUOR LICENSE
SINGH, MANPREET, AGENT
NATIONAL GROCERY, LLC
3501 W NATIONAL AV
MILWAUKEE, WI 53215-1024

RECEIVED

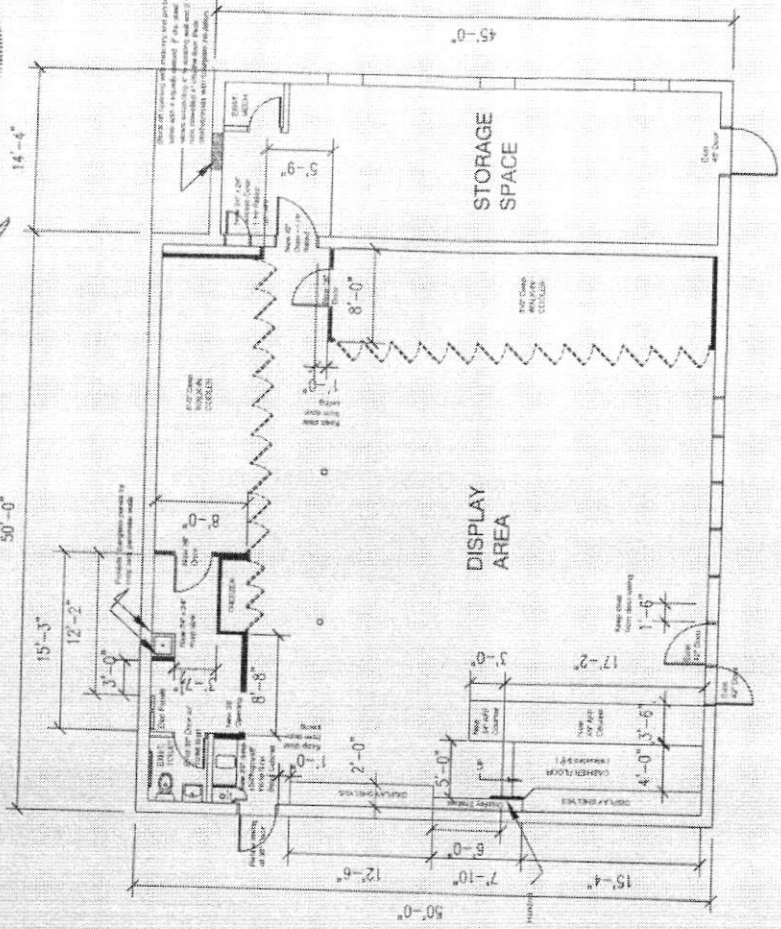
MAY 13 2021

CITY OF WEST ALLIS
CITY CLERK



12/2/16

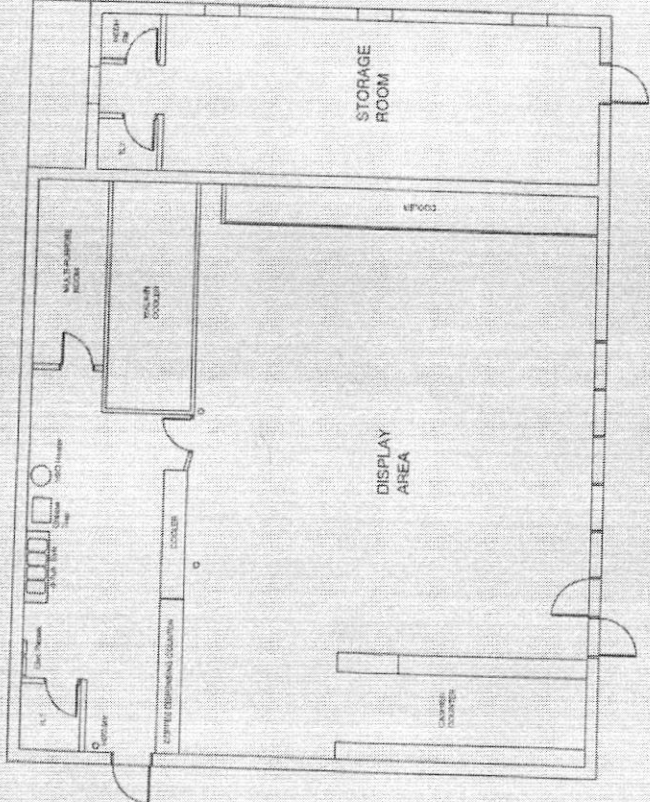
- NOTES**
1. Check every dimension at 10 positions of corner.
 2. Coordinate all trades to ensure correct work and installation, finishes and avoid conflicts.
 3. Refer to Architect's specifications below for work in.
 4. New walls are studied.



PROPOSED BUILDING LAYOUT

Total Building Area: 3145 SF
 Display Area: 2,270 SF
 Storage Area: 543 SF

PROPOSED BUILDING LAYOUT
 SCALE: 3/32" = 1'-0"



EXISTING BUILDING LAYOUT

EXISTING BUILDING LAYOUT
 SCALE: 3/32" = 1'-0"

RECEIVED
MAY 13 2021
CITY OF WEST ALLIS
CITY CLERK