

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5c

Title:

Recommendation to approve a Proposal for a Class A4 Liquor License for Riverlands Brewing Company, LLC, Located at 1860 Dean Street, Unit A, St. Charles.

Presenter:

Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: August 20, 2018

Proposed Cost:

Budgeted Amount:

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

This is an application request for a Class A4 Liquor License for Riverlands Brewing Company, LLC, Located at 1860 Dean Street, Unit A, St. Charles.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, August 20, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on September 4, 2018 for final approval.

Attachments *(please list):*

Memo, Application, BASSET Information, Site Plan, Lease, Business Plan, COI

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for a Class A4 Liquor License for Riverlands Brewing Company, LLC, Located at 1860 Dean Street, Unit A, St. Charles.



Memo

Date: 8/16/2018
To: The Honorable Ray Rogina, Mayor-Liquor Commissioner
From: James Keegan, Chief of Police
Re: Background Investigation- A4 Liquor License for Riverlands Brewing Company, LLC located at 1860 Dean Street, Unit A, St. Charles

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above mentioned establishment.

Riverlands Brewing Company, LLC located at 1860 Dean Street, Unit A, and St. Charles intends to open and operate a brewery at the above location. We have been in discussions with the applicants for the better part of a year and they have completely vetted their concept and operations with other local breweries, the State of Illinois Liquor Control Commission and our Economic Development Department. The site location/floor plans and the corresponding application materials were also reviewed by my staff. We feel this business and its unique offerings will be a nice addition to St. Charles; joining three other small breweries already approved in addition to a wine making facility.

The Community Development Department has deemed this an appropriate property classification for this use. Specifically, they described this as a brewery establishment, which is classified as "Light Manufacturing", a permitted use in M1 zoning. The tap room is permitted as an accessory use but cannot exceed 50% of the square footage of the establishment.

We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with brewery operations and on-site consumption, subject to City Council approval. They are applying for a class A-4 license.

Please see the attached material for further information.

Thank you in advance for your consideration in this matter.



Memo

Date: 08/210/18
To: Chief Keegan
From: Commander Pierce 
Re: Riverlands Brewing Company LLC

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted by Riverlands Brewing Company LLC, for a Class A-4 liquor license. This business is to be located at 1860 Dean St Unit A.

Applicants:

Bramwell, Eric F.



Marck, David C.



Arges, Jason D.



Marck, Stephen A.



Marck, John A.



Application:

The application was received on or around 06/27/18. The application appears to be complete, including a floor plan, lease, business plan and insurance. Included in the application are Bramwell's and David Marck's valid BASSET Certifications.

Records Checks:

All five applicants have been fingerprinted. Responses from the FBI and Illinois Bureau of Identification show nothing that would preclude any of them from holding a liquor license.

A check of St. Charles and Kane County records showed no police contacts of concern for any of the applicants.

A check of the Illinois Liquor Control Commission showed none of the applicants hold a State liquor license.

A check of TLO and I-Clear (law enforcement databases) showed the information concerning all the applicants' identities to be accurate and no areas of concern were noted.

A check of the Illinois Secretary of State website shows Riverlands Brewing Company LLC. to currently be in good standing.

In speaking with Bramwell I learned he currently lives in Pingree Grove. Prior to this he lived in Plainfield and Aurora. A records check with these agencies showed no contacts for Bramwell.

In speaking with David Marck he advised me that he currently lives in Aurora. Prior to this David said he lived in Champaign, Urbana, and at his parents' house in unincorporated St. Charles. A records check with the Kane County Sheriff, Champaign PD, Urbana PD, and Aurora PD show no contacts that would preclude David from obtaining a liquor license.

Jason Arges's advised that he currently lives in Plainfield and has for the past 7 years. A records check with Plainfield PD showed no contacts.

Steve Marck's advised that he currently lives in Aurora and lived in DeKalb prior to this. A records check though Aurora PD and DeKalb PD show no contacts that would preclude Steve from obtaining a liquor license.

John Marck advised me that he has lived in the unincorporated area of St. Charles his whole life. A records check with Kane County Sheriff showed no contacts that would preclude John from obtaining a liquor license.

SITE VISIT:

As of this writing, construction has not started at the site, therefore no site visit has been completed. The planned opening is not until November 2018.

INTERVIEW WITH APPLICANTS:

I met with each applicant separately and all advised me essentially the same information. Riverlands Brewing is a passion for all involved. When the business first opens, Bramwell will act as the head brew master while David Marck will manage the tap room. At first Bramwell and Marck will be the primary employees until the business gets more established. It is the vision of all involved that eventually the business will be profitable enough for Arges and Steve Marck to join the business in a full time capacity. As for now these two will only be involved in a cursory way lending their computer and accounting skills as time permits. John Marck is the majority shareholder. He plans only to lend his business expertise and have little to no on-site involvement. The business plans on catering to a more established clientele with their cheapest beer offering costing \$6.00 for a 10oz glass. The business's operating hours will be Wednesday through Sunday from 12:00pm to 10:00pm. The business will not offer food. I was told this will not be a "bar", rather a tasting room establishment. The primary goal is for customers to taste the beer then buy the beer they like for offsite consumption. In speaking with John Marck, he advised Riverlands Brewing will be active in the community and plan on donating to charities in the area. They would also like to make St. Charles a destination place to visit. John informed me that even though Riverlands has not started construction on their business location, they would like to get their liquor license so they can participate in craft brew festivals. This will assist in building a client base prior to them opening the doors on Dean Street.

This concludes this background investigation. Recommend approval.

CP

City of St. Charles, Illinois Liquor Control Commissioner
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION
APPLICATION FEE IS NON-REFUNDABLE



Incomplete applications will not be accepted.
Completed applications may be submitted to:
 Two East Main Street, St. Charles, IL 60174-1984

Date Application Received: _____ New Application Renewal Application

APPLICATION CHECKLIST

Check items to confirm all are attached to this application	Applicant	Office Use Only
Application Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable. <i>Organization for LLC</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager . It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects , such as pool tables, bar stools, vending/amusement machines; as well as all exits .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <input checked="" type="checkbox"/> Hours of Operation <input checked="" type="checkbox"/> Copy of Menu <input checked="" type="checkbox"/> Whether or not live music will be played at this establishment <input checked="" type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary for this business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OFFICIAL USE ONLY

Approved* Denied Date Approved/Denied: _____ Customer Number: _____

 Signature of Mayor, Liquor Control Commissioner

 Date Issued

***ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**

APPLICANT INFORMATION

A. Type of Business: Individual Partnership Corporation Other (explain): LLC, 5 Member/Owners

B. Business Name: Riverlands Brewing Company, LLC

C. Business Address: 1860 Dean ST Unit A ST. Charles, IL 60174

D. IL Tax ID Number: 82-1194108
 E. Business Phone:
 F. Business E-mail: info@riverlandsbrewing.com
 G. Business Website: riverlandsbrewing.com

H. Contact Person: ERIC Bramwell
 I. Title: CO-OWNER/Manager/Brewer
 J. Phone No.: 630-414-6770

K. If Corporation, Corporation Name:

L. Corporation Address (city, state, zip code):

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Type of Establishment: Package Restaurant Tavern Hotel/Banquet/Arcada/Q-Center Other ^{AA Brewert with Taproom}

B. Address applying for liquor license (exact street address): 1860 Dean ST Unit A ST Charles IL
 C. Number of Parking Spaces: 15+ Additional available
 D. Outside Dining s.f. [17.20.020-R]: None At open 245 sqft Planned
 E. Holding Bar s.f. [5.08.010-F]: N/A

F. Total Building s.f. Unit A 4,800
 G. Total Number of Seats: 80
 H. Number of Bar Seats: 19
 I. Sale Counter s.f.: N/A
 J. Live Entertainment Area s.f. [5.08.010-H]: N/A

K. Kitchen s.f.: N/A
 L. Cooler s.f.: 416
 M. Dry Storage s.f.: 130
 N. Seating Area s.f.: 1,300
 O. Retail/public Area s.f.: 2,060
 P. Service Bar s.f. [5.08.010-O]: 160

Q. Brief Business Plan description based on type of establishment listed above: Production Brewert with Taproom Attached. The section open to the public is less than 50% of the Total 4,800 sqft. Beer will be produced on the production side and sold in the taproom at the bar located in the taproom. A half wall will divide the brewert and the taproom. Eventually, Beer will be packaged and sold in retail stores. We are operating a 10 BBL Direct Fire system

MANAGER INFORMATION

Full Name, include middle initial: Eric F. Bramwell Title: CO-OWNER/Manager/Head Brewer

Birthdate: [redacted] Birthplace: [redacted] Driver's License#: [redacted] Home Phone: [redacted]

Home Address: [redacted]

Full Name, include middle initial: David C. Marck Title: [redacted]

Birthdate: [redacted] Birthplace: [redacted] Driver's License#: [redacted] Home Phone: [redacted]

Home Address: [redacted]

Full Name, include middle initial: Jason D. Argos Title: [redacted]

Birthdate: [redacted] Birthplace: [redacted] Driver's License#: [redacted] Home Phone: [redacted]

Home Address: [redacted]

Steve A. Marck Investor / Co-owner

John A. Marck Investor / Co-owner

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:

CLASS B LICENSES

1. Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following (*check off once complete*):
 - a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
 - b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);
 - c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.**
2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4. It shall be unlawful for any Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

CLASS C LICENSES

1. Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following (*check off once complete*):
 - a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
 - b. The designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);
 - c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.**
2. The site drawing is subject to the approval of the Local Liquor Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the same on the approved site drawing or as provided on the face of the license.
3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4. It shall be unlawful for any Class C licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

****THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.**

CORPORATION / PREMISES QUESTIONS

1.	If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, print name(s), date(s), and place(s) of naturalization:
2.	List the type of business of the applicant (5.08.070-3): Brewery
3.	Number of years of experience for the above listed type of business (5.08.070-4): 7 Years of Homebrewing, 4 months job shadow at a Brewery
4.	Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$
5.	Location/address and description of business to be operated under this applied for license (5.08.070-6): Class A-4, 1860 Dean St Unit A St Charles, IL 60174 Brewery and Taproom
6.	Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
7.	If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B): Name of Building Owner: Malcor Roofing of Illinois, Inc Address of Building Owner: 1850 Dean St St. Charles, IL 60174 Mailing Address of Building Owner (if different): Phone Number: 630-896-6479 E-mail Address: Pam@malcorroofing.com Name of Building Owner: Address of Building Owner: Mailing Address of Building Owner (if different): Phone Number: E-mail Address: Name of Building Owner: Address of Building Owner: Mailing Address of Building Owner (if different): Phone Number: E-mail Address:
8.	Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please list the business name(s) and address(es):

9.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued.</p>
10.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, <i>But a walkthrough is pending</i></p> <p>If yes, date building permit was applied for with Building & Code Enforcement:</p>
11.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>
12.	<p>Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
13.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary. <i>NONE</i></p> <p>Government Unit:</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations:</p> <p>Government Unit:</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations:</p>
14.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>

15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <i>LLC formed 3/18/17</i></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date(s): <i>6/27/18</i></p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: _____</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

20. **Mandatory:** Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station **(5.08.230)**?

Yes No

COMMENTS/ADDITIONAL INFORMATION



GUILD INSURANCE

— I N C O R P O R A T E D —

17W715 Butterfield Rd - Suite F - Oakbrook Terrace Illinois 60181 - Tel (630) 613-9473 - Fax (630) 613-9674

ILLINOIS LIQUOR LIABILITY APPLICATION

PLEASE COMPLETE THE FOLLOWING QUESTIONS AND SUBMIT FOR A QUOTATION. COVERAGE NOT CONSIDERED BOUND UNTIL AFTER OUR QUOTATION HAS BEEN RELEASED AND ACCEPTED. TO OBTAIN A QUOTATION, ALL QUESTIONS MUST BE ANSWERED.

1. EFFECTIVE DATE 06/25/18 2. QUOTE? _____ 3. ISSUE? X
 4. INSURED (LICENSEE) Riverlands Brewing Company
MAILING ADDRESS 1860 Dean St. Unit A, St. Charles IL 60174
 5. INSURED (OWNER OF BUILDING) _____
MAILING ADDRESS _____
 6. LOCATION OF RISK 1860 Dean St. Unit A, St. Charles IL 60174
HOW LONG IN BUSINESS AT THIS LOCATION? 2 months COUNTY KANE
 7. ARE PREMISES LOCATED **INSIDE** **OUTSIDE** (CHECK ONE) CITY LIMITS?
 8. CLASSIFICATION OF RISK (PLEASE CHECK) RESTAURANT TAVERN PACKAGE STORE
 PRIVATE CLUB DISTRIBUTOR BANQUET HALL CATERER OTHER brewing company
 9. HOURS OF OPERATION: MON. _____ TUES. _____ WED. _____ THURS. _____
FRI. _____ SAT. _____ SUN. _____
 10. ESTIMATED ANNUAL BAR RECEIPTS: _____ INTERNET/CAT-
BAR \$ 0 PKG. \$ 0 FOOD \$ 0 ALOG SALES \$ 0
 11. IS LICENSE RESTRICTED TO BEER AND WINE ONLY? yes SERVICE BAR? tap room
 12. IS THERE ANY LIVE ENTERTAINMENT? no
POOL TABLES, ELECTRONIC GAMES, ETC.? no
 13. IF PRIVATE CLUB, IS THERE A HALL RENTED TO NON-MEMBERS?: na
 14. PLEASE CHECK LIMIT OF LIABILITY DESIRED: \$300,000 CSL \$500,000 CSL \$1,000,000 CSL
 OTHER _____
 15. HAS ANY COMPANY OR LLOYD'S CANCELLED OR REFUSED TO ISSUE OR RENEW LIQUOR LIABILITY INSURANCE ON THIS RISK DURING THE LAST FIVE YEARS? no
 16. HAS THE RISK EVER HAD ITS LICENSE REVOKED? no
 17. PRIOR CARRIER, POLICY NUMBER AND PREMIUM LAST FIVE YEARS na
 18. CLAIM RECORD LAST FIVE YEARS no
 19. IS LIMITED COMMON LAW COVERAGE DESIRED? no LIMITS: _____
- NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT FOR INSPECTION: Eric Bramwell 630-338-7391

INSURED'S
SIGNATURE &
DATE

Required to issue policy

Producer: Larry Forsberg

TEL: 815-758-4447

FAX: _____

B.A.S.S.E.T. TRAINING

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. **Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.**

Name: Eric (First) Bramwell (Last) Frank (Middle) Manager

Home Street Address: [Redacted]

City, State, Zip: [Redacted]

Date of Course: 4/15/18 Place Course was Taken: Online; American Safety Council

Birthdate: [Redacted] Certificate Granted: 4/15/18 Expiration: 4/15/21

Name: David (First) Marck (Last) Carl (Middle) Manager

Home Street Address: [Redacted]

City, State, Zip: [Redacted]

Date of Course: 5/10/18 Place Course was Taken: Online

Birthdate: [Redacted] Certificate Granted: 5/10/18 Expiration: 5/10/21

Name: (First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name: (First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

NEW MANAGEMENT REQUIREMENTS

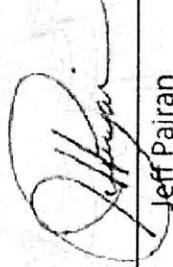
Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.
It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

Certificate of Completion

**American
Safety Council**

ERIC BRAMWELL

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 4/15/2018
from the American Safety Council.



Jeff Pairan

BASSET Card



April 17, 2018



Letter ID: L1945612496

ERIC BRAMWELL
1410 BROADLAND DR.
PINGREE GROVE IL 60140

License No.: 5A-0110606
Expiration Date: 4/15/2021
License Type: Basset Card

Your "Student ID number" is: 12170595

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 4/15/2018 Expires: 4/15/2021 Trainer's IL Liquor License Number: 5A-0110606</p> <p>ERIC BRAMWELL 1410 BROADLAND DR. PINGREE GROVE IL 60140</p> <p>**Card is not transferrable**</p>
--

BASSET Card



May 14, 2018



Letter ID: L1720053424

DAVID MARCK
38W498 BARB HILL DRIVE
SAINT CHARLES IL 60175

License No.: 5A-0110606
Expiration Date: 5/10/2021
License Type: Basset Card

Your "Student ID number" is: 12270930

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 5/10/2018 Expires: 5/10/2021 Trainer's IL Liquor License Number: 5A-0110606</p> <p>DAVID MARCK 38W498 BARB HILL DRIVE SAINT CHARLES IL 60175</p> <p>**Card is not transferrable**</p>

APPLICATION FOR LATE NIGHT PERMIT

SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C

To: St. Charles Liquor Control Commission

Date:

I now possess or have applied for a liquor license Class

Applicant's Name:

Name of Business:

Business Address:

Business Phone:

SUPPLEMENTAL PERMIT APPLIED FOR

Payment of Late Night Permit fee is required at the time the permit is issued.

1:00 a.m. Late Night Permit – fee of \$800.00

2:00 a.m. Late Night Permit – fee of \$2,300.00

NOTE: Other permits that may be available upon request include:

- Class E – Special Event License (1 to 3-day event @ \$100.00 per day)
- Outdoor Dining Permit (Contact Community & Economic Development @ 630.377.4443)

SIGNATURES



Applicant's Signature

Liquor Commissioner hereby directs City Clerk to issue permit indicated above.

Liquor Commissioner's Signature

Date

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION**To be completed by the City of St. Charles Police Department**

Date: 08/16/18	Name of Applicant: John A. Mack et al
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Name of Business: Riverlands Brewery Company

Address of Business: 1800 DEAN ST. A	Ward Number: 3
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To Liquor Control Commissioner, City of St. Charles, Illinois

Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1. Date on which applicant will begin selling retail alcoholic liquors at this location:
UNK
2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? Yes No
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? Yes No

 If yes, answer a, b and c:
 a. State the kind of such business:
 b. Give date on which applicant began the kind of business named at this location:
 c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?
 Yes No
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? Yes No

 If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? Yes No
5. Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?
 Yes No
6. Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)
 Yes No
7. If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: Yes No

- 8. Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? Yes No
- 9. Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? Yes No
- 10. Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? Yes No
- 11. It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: Yes No
- 12. From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?
 Yes No
 If no, state exceptions:
- 13. Have all persons named in this application been fingerprinted? Yes No
 Fingerprinted by: JEFF SULLIVAN Date: 8/16/18
- 14. Other necessary data:

**SIGNATURES
ENDORSEMENTS AND APPROVALS
INVESTIGATING OFFICER**

Investigating Officer Signature: [Signature] Badge Number & Rank: 323 Commander

ENDORSEMENT OF THE CHIEF OF POLICE

Recommend Issuing Liquor License: Yes No
 Signature Of Chief of Police: James T. Keegan Date: 8/16/18

per C/D and E/D approvals of zoning and permissable use.

Malcor Properties, LLC
Industrial Building Lease

In consideration of the mutual covenants and agreements herein stated, Lessor agrees to lease to Lessee the premises described herein for the uses and purposes and upon the conditions and restrictions set forth herein, **IT IS HEREBY AGREED AS FOLLOWS:**

- A. **Date of Lease:** This lease is entered into April 1, 2018
B. **Term of Lease:** This lease begins on April 1, 2018 and ends March 31, 2023.
C. **Monthly Rent:** Rent will be paid monthly as described in paragraph J(a) in the amount of \$36,000/year at \$3,000/Month with the 1st Month Free and Final (2) months of Lease Free.

2% increases per year after year one.

- D. **Security Deposit:** One Month Gross Rent Due at Lease Signing

E. Location and Description of Premises:

1860 Dean Street Unit A
St. Charles, IL 60174
4800 Sqft Building Space

F. Property Zoning:

M-1 Zoning, City of St. Charles, IL

The parties to this lease have entered into the lease with the understanding that Lessee's intended businesses are permitted use in M-1 zoning. If either party is advised that Lessee's intended uses and businesses are not permitted in M-1 zoning, either party may terminate the lease.

G. LESSEE:

Riverlands Brewing Company, LLC.
Owner's Guarantee

H. LESSOR:

Malcor Properties, LLC
PO BOX 941
St. Charles, IL 60174

I. USE OF PREMISES:

The premises will be used for a Brewing business- The premises will be used for a Brewing business-Production and Sale of Beer both in an onsite tap room as well as packaged product. Lessee shall have 24 hour 7 day a week access to the unit.

Lessee shall not use or permit the premises to be used or occupied in any manner that may be contrary to any laws, statute, ordinance, governmental rules or regulation or in any manner that would violate the certificate of occupancy.

Lessee shall not engage in any activity that would cause structural injury to the premises or cause the value or usefulness of the premises, or any part thereof to substantially diminish the premises nor cause a public nuisance or waster.

Upon notice of a violation, Lessee will promptly discontinue that which led to the notice of the violation.

Lessee shall not allow the premises to be used for a purpose that will increase the rate of insurance on the building.

Lessee will not permit the building to be used for an illegal or unlawful purpose.

Lessee will not permit the building to be used in a manner that could injure the reputation of the building.

Lessee will not engage in any conduct that may increase a fire hazard to the building.

Lessee shall not change the keys to the doors unless Lessor has been provided with a copy of the key.

J. Duties of Lessee:

A. **Payment of Rent:** Lessee shall pay the monthly rent required in this Lease by the FIRST day of each month, starting April 1, 2018. Under the terms of the lease, the full amount is due on the FIRST unless the parties have agreed in writing to a deviation, offset or deduction.

Lessee shall pay rent to Lessor at the address set forth on page (1) unless Lessor provides Lessee in writing with another address to use for payment of rent.

B. **Security Deposit:** One Month Gross Rent.

C. **Payment of Utilities:** Lessee will pay in addition to the RENT, any and all utilities and garbage association with the building. If for whatever reason Lessor has to pay for one of Lessee's utilities or garbage that the Lessee has not paid, Lessee shall reimburse Lessor within 10 days of a written request for reimbursement.

D. **Condition of Premises:** Lessee has examined the premises and acknowledges the same is in good order and repair. Lessee understands and agrees it has a duty to keep the premises and the appurtenances thereto in good order and repair. If Lessee or one of its invitees causes any of the glass windows to break, Lessee shall be responsible for replacing any and all broken glass with glass of the same size and quality as that which was broken. Lessee shall keep the premises in a clean and healthful condition according to the applicable municipal ordinance and state regulations at Lessee's

expense. Lessee shall maintain the plumbing, toilets and sinks in good order and repair, with ordinary wear and tear expected. Customary maintenance, such as changing of light bulbs, ensuring proper materials pass through the plumbing systems are the responsibility of Lessee.

- E. **Alterations of the Premises by Lessee:** Lessee shall seek the consent of Lessor for any non-structural alterations or additions to the interior space Lessee will occupy. Any personal property brought into the space and attached to the structure shall belong to Lessee and shall be removed by Lessee at the termination of the lease. Lessee shall be responsible for restoring the property to its initial condition following lease termination. Lessee shall be responsible for any and all costs associated with the alterations or additions to the premises unless Lessor agrees in writing to contribute towards the cost of the alterations or additions. If Lessee installs an addition or makes an alteration that enhances the value of the space, and the alteration or addition is likely to remain with the premises following the termination of the lease, such as a hardwood floor, as an example, Lessee understand that this shall be at its sole expense and shall not have a right of reimbursement by Lessor unless Lessor agrees to a right of reimbursement in writing. Tenant will be permitted to make additional alterations to the unit during the term with prior written approval from Landlord. All Roof penetrations/alterations will be contracted to Malcor Roofing of Illinois, Inc.
- F. **Signage or External Modifications:** Lessor will have the right to approve any exterior door, wall, window, sign, awning, canopy, or other advertising matter Lessee intends to use before it is installed. Methods of installation shall be discussed and approved by Lessor prior to installation. Any items installed by Lessee shall be maintained by Lessee in good condition and repair at all times. Lessee shall comply with any and all applicable statutes, rules and regulations that apply to signage or advertising matter. Lessee shall seek written approval from the City of St. Charles and the Condominium Association before affixing any signage or advertising matter.
- G. **Sublease or Assignment:** Lessee shall not sublease in whole or in part to any other person or entity without first obtaining the written consent of Lessor. Lessor's consent or denial shall be at the sole discretion of Lessor but shall not be unreasonably withheld.
- H. **Mechanic's Lien:** Lessee shall not permit any mechanic's lien to be placed upon the premises or any building or improvement during the term of the lease. If Lessor received notice of the filing of a Mechanic's Lien, Lessee shall be required to promptly pay or take steps to have the lien removed from the property. If Lessee, after 30 days of being notified of the lien has not paid for the same or taken steps to contest or dispute the lien. Lessor may at Lessor's option pay for the lien. If this occurs, Lessee shall owe Lessor the determined value of the lien, which shall be paid in a reasonable amount of time given the amount of the lien.

- I. **Notification at end of Lease:** Lessee shall notify Lessor 60 days in advance of the end of the lease if it intends to vacate the premises at the end date of the lease or if it intends to renew/extend the lease upon agreement of the parties.

RENEWAL OPTION: Lessee shall have on five year option to renew which can be exercised upon six months prior written notice to Lessor. Such renewal rate of will be equal to the base rate for the last year of the initial lease term plus 2%, plus an adjustment for tax increases. Each year thereafter will have a 2% increase, plus any adjustment for tax increases. Further option to renew after the second term can be discussed no later than 60 days prior to end of term two.

J. **Duties of Lessor**

- A. **Good Repair:** Lessor shall at Lessor's sole cost and expense, maintain in good condition and repair the exterior of the premises, which includes but is not limited to the exterior walls, doors, foundation, and roof. Lessor shall also at Lessor's sole cost and expense, maintain the plumbing, heating and electrical systems for the premises in good working condition. If necessary, these items shall be replaced at Lessor's sole cost. Lessor's obligation does not extend to routine maintenance of toilets and fixtures within the premises, which shall be Lessee's obligation. Should Lessee incur costs to cover an obligation of Lessor's, Lessor shall reimburse Lessee upon presentation of a bill or receipt.
- B. **Parking:** Lessor will maintain in good order, condition, and repair the parking facilities and all driveways leading to the premises. Lessor will keep and maintain the parking areas and driveways free from unreasonable accumulation of snow. Lessor will maintain the lawn and landscaping in a neat and orderly fashion.
- C. **Payment of Mortgage/Real Estate Taxes:** Lessor shall pay any and all real estate taxes and other local assessments. If there are any mortgage obligations against the premises, Lessor shall pay in a timely manner any and all mortgage obligations.
- K. **Insurance:** Each party, Lessee and Lessor, have duties to provide insurance coverage to protect each party in the event of a lawsuit and in the event of the negligence of the other that may affect occupancy of the premises. Each Party will provide a copy of insurance during the duration of the lease.

Both parties agree to waive rights of subrogation against the other party.

Lessee' Insurance Obligation:

- A. **Lessee's obligation to provide Property Insurance:** Lessee shall provide property insurance coverage in such amounts as Lessee deems necessary in connection with insuring any of Lessee's furniture fixtures, personal property, and other equipment incident to its use of the property that may be located in, on or about the premises against loss or damage by fire, theft, loss or other damage to property at replacement costs. Lessee understands that Lessor is not obligated to provide any insurance coverage for Lessee's personal property. Lessee understands that Lessee is responsible for providing business interruption insurance in the event of damage by fire, theft, loss, or other damage to property. Lessee shall provide property insurance on the spaces, improvements and betterments within the premises, including those that have been added to or constructed for tenant occupancy.
- B. **Lessee shall provide Casualty/Liability Insurance:** Lessee shall provide general liability insurance against claims for personal injury, death or property damage occurring on, in, in or about the premises. Such insurance shall afford protection to Lessee and Lessor and shall provide coverage in the combined single limit of \$1,000,000 for bodily injury and/or property damage. Lessor shall be added as an additional insured under Lessee's insurance policy. Lessee shall provide a certificate of insurance to Lessor within 14 days of occupancy. **Tenant at all times will maintain Liquor Liability Insurance and the Insurance Company will notify landlord of any laps in coverage.**
- C. **Waiver of recovery:** To the extent of the coverage by Lessee's insurer, Lessor waiver, releases and discharges Lessee and its agents, employees, and servants, from all claims or demands whatsoever which Lessor may have or acquire arising out of the damage to or destruction of the premises or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Lessee, or its agents, employees, servants customers, or business invitees or otherwise, and Lessor agrees to look to the insurance coverage only in the event of such loss.

If there is a claim against Lessee's insurance policy due to an act or omission of Lessor, its agents, employees, servants, customers or invitees, and all or any portion of Lessee's loss is "deductible", Lessor will pay to Lessee the amount of such deductible loss.

Lessor's Insurance Obligations:

- D. **Lessor shall maintain property insurance:** Lessor shall keep the premises insured in an amount equal to the full replacement value of the building against loss

or damage by fire and such other risks that are customarily covered with respect to buildings and improvements similar in construction, locations use, occupancy and design to the premises, including but not limited to windstorm, hail, explosions, vandalism, mischief or civil commotion.

- E. **Lessor shall maintain casualty/liability insurance:** Lessor shall provide general liability insurance against claims for personal injury, death or property damage occurring on, in or about the premises. Such insurance shall afford protection to Lessee and Lessor and shall provide coverage in the combined single limit of \$1,000,000 for bodily injury and/or property damage. Lessee shall be added as an additional insured under Lessor's insurance policy. Lessor shall provide a certificate of insurance to Lessee within 14 days of occupancy.
- F. **Waiver of recovery:** To the extent of the coverage by Lessor's insurer, Lessee waives, releases and discharges Lessor and its agents, employees, and servants, from all claims or demands whatsoever which Lessee may have or acquire arising out of damage to or destruction of the premises or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Lessor or its agents, employees, servants, customers, or business invitees or otherwise, and Lessee agrees to look to the insurance coverage only in the event of such loss. If there is a claim against Lessor's insurance policy due to an act or omission of Lessee, its agents, employees, servants, customers or invitees, and all or any portion of Lessor's loss is "deductible", Lessee will pay to Lessor the amount of such deductible loss.
- L. **Indemnification:** Each party to this Lease, Lessee and Lessor, agrees to indemnify, protect, defend, and hold harmless the other party, its directors, shareholders, members, agents, employee harmless from and against any and all claims, costs, expenses, liabilities, actions and damages, including attorney's fees and costs on behalf of any person or persons arising from any breach or default on the part of the other party in the performance of any covenant or agreement on the part of either party to be performed pursuant to the terms, of the lease arising from any act of negligence on the part of the other party, its directors, officers, shareholders, members, agents, employees to any person, firm or corporation that occurs during the term of the lease in or about the premises, including reimbursement of reasonable attorney's fees incurred by either party for defending a claim or negotiating a resolution of a claim.
- M. **Fire and Casualty:** If the premises becomes untenable during the term of this Lease by fire or other damage to the premises, Lessor at its option may terminate the lease or repair the premises within 60 days thereafter. If lesser elects to repair the premises, the lease remains in effect provided the repairs are completed within 60 days. Even if Lessor intends to repair the premises, Lessee shall have the right to terminate the lease if more than 50% of the leased space is untenable. If Lessee wishes to terminate the

lease, Lessee shall give written notice to Lessor. If Lessor has not repaired the premises within the 60 days, the lease shall terminate. Rent shall be apportioned to the date of the fire or casualty. All of Lessee's obligations under the Lease from the date of the fire or property damage shall abate during the period that the premises are untenable, including rent.

- N. **Lease Assignment:** Lessor reserves the right to assign this Lease. If Lessor sells the premises, the sale of the premises shall operate to release Lessor from any future liability upon the terms and conditions of this Lease. Lessee shall look solely to the successor in interest of Lessor. The terms of the lease will not be affected by the sale or conveyance.
- O. **Lessor's Access to Premises:** Upon 48 hours prior notice to Lessee, except in case of emergency, Lessee will allow Lessor free access to the premises for the purpose of examining or exhibiting the same, or to make any repairs required by Lessor under this lease. Lessor may place "For Rent" sign on or about the property for the last 60 days of the lease if Lessee does not intend to re-rent the property or extend the lease. Lessor has the right to place a "For Sale" sign on the premises at any time.
- P. **Abandonment & Re-Letting:** If Lessee abandons or vacates the premises or of Lessee's right to occupy the premises is terminated by Lessor as a result of Lessee breaching any of its obligations under this lease, Lessor shall use reasonable efforts to re-let the same for such rent and upon such terms as Lessor may reasonable deem fit.
- Q. **Holding Over:** If at the end of this Lease, Lessee does not turn over possession of the premises to Lessor, this lease shall continue month to month and the terms of this lease will continue to be in effect month to month. If Lessor has notified Lessee 60 days before the end of the lease that it will not permit any holding over, the lease will terminate on its end date and if Lessee holds over any way, Lessee will pay in addition to monthly rent, an additional \$50.00 per day for each day Lessee wrongfully holds over occupancy of the premises.
- R. **Default:**
- A. If Lessee fails to pay rent timely as required in this lease, Lessee is in default. Lessee shall have five days to cure the default upon a written notice from Lessor.
 - B. If Lessee breaches any other obligation in this lease, Lessee shall have 30 days to cure the breach or such other time as deemed reasonable to cure the default upon a written notice from Lessor.
 - C. If Lessor breaches any obligation it has in this lease, Lessor shall have 30 days to cure the breach or such other time as deemed reasonable to cure the default upon a written notice from Lessee.
 - D. Failure to cure a default shall result in a termination of the tenancy between the parties and allow either party to file a lawsuit to terminate the lease.

S. Remedies:

- A. Upon the occurrence of a default, either party may exercise any one or more remedies that he/she may have under the terms of the Lease, in law or in equity.
- B. Lessor can seek possession of the premises as provided in law or equity.
- C. If Lessor is granted possession of the premises as provided by a court order, Lessor is authorized to move Lessee's property to a rental unit. Lessee shall be responsible for any and all storage costs of Lessee's property. Lessor shall not be liable or responsible for any damages resulting to Lessee's property that is moved to a storage unit.
- D. Lessor shall be entitled to recover all damages that may have occurred to the property resulting from Lessee's occupancy.
- E. If Lessor has to find another tenant due to Lessee's breach of the lease or Lessee's abandonment of the property, Lessee agrees to reimburse Lessor's reasonable expenses in connections with re-letting the property that Lessor occurs up and above normal expenses incurred in letting the property.
- F. Lessee shall pay for any damages to the property that exceeds normal wear and tear.
- G. Attorney Fees: Either party is entitled to reasonable attorney fees and costs that are incurred as a result of seeking enforcement of the terms of this Lease.
- H. If Lessor accepts payment of rent after a time that Lessor has served a notice of default upon Lessee or if Lessor has commenced legal proceedings against Lessee, Lessor may continue to accept rent from Lessee. The acceptance of rent shall not serve to cure any default of Lessee and shall not waiver or affect the notice of default, the litigation or any judgment rendered by the court.

T. Miscellaneous Provisions:

- A. Plurals: The words Lessor and Lessee found within this document shall be construed to mean Lessors and Lessees if more than one person constitutes either party to this Lease. All of the covenants and agreements contained in this lease shall be binding upon and inure to their respective heirs, successors, executors, administrators and assigns.
- B. Applicable Law: The Lease shall be governed by the laws of the State of Illinois. If any provision of this Lease is prohibited by or deemed invalid under applicable law, such provision may be stricken without invalidating the remaining provisions of the Lease.
- C. Authorization: If either party is a corporation, partnership, LLC or other entity the person signing the Lease represents that he has the authority to enter into the lease on behalf of the entity.
- D. Neither party will record the lease without the written authorization of the other.
- E. All parties signing this Lease are jointly and severally liable for all obligations of the Lease.

F. Any notices required under this agreement, will be in writing and served by mail to the addresses of each party set forth on page one, email, or personal delivery to any of the persons signing the Lease.

U. Modifications:

This Lease can only be modified or amended by an agreement in writing signed by the parties to this Lease.

V. Miscellaneous

All notices to be given hereunder shall be in writing and delivered to the party entitled thereto in the manner prescribed for notices in the Contract. This Agreement may not be assigned by either party without the prior written consent of the other. In the event any phrase, sentence, paragraph, term or provision hereof is held to be illegal, unenforceable or void, such phrase, sentence, paragraph or term or provision shall be deemed excised here from; provided, however, in such event the parties hereto covenant and agree to reform this Agreement, in writing, to the fullest extent legally allowable to carry out the purposes and intent hereof. Time is of the essence of this Agreement. This Agreement inures to the benefit of that binds the parties hereto, their heirs, successors, personal representative, and assigns.

W. Use of Premises to Detriment of Other Units or in furtherance of a criminal offense; Lease void at option of Lessor or assignee

If any lessee or occupant, on one or more occasions, uses or permits the use of lease premises for the commission of any act that would constitute a felony or a Class A misdemeanor under the laws of the State of Illinois, this lease or rental agreement shall, at the option of the Lessor or the Lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as if the Lessee is holding over after the expiration of his or her term.

If any lessee or occupant, on one or more occasions, uses or permits the use of leased premises to the disturbance of other adjacent units within or adjacent to the demised premises, then this lease or rental agreement shall, at the option of the Lessor or the Lessor's assignee become void, and the owner or lessor shall be entitled to recover possession of the leased premises as if the Lessee is holding over after the expiration of his or her term.

X. Default or Breach of Contract

It is further expressly agreed between the parties, that if default shall be made in the payment of the rent above reserved, or any part thereof, or if any of the covenants or agreements herein contained to be kept by the Lessee or Lessee' heirs, executors, administrators or assigns, it shall be lawful for Lessor or Lessor' legal representatives to re-enter into and upon said premises, or any part thereof, either with or without process of law, and may repossess the same, and to distrain for any rent that may be due thereon, at the election of Lessor; and in order to enforce a forfeiture for non-

payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day, or at any time or any subsequent day, shall be sufficient; and after such default shall be made, the Lessee shall be deemed guilty of forcible detainer of said premises under applicable laws of the State of Illinois.

If Lessor is made a party defendant to any litigation concerning this lease or the leased premises or the occupancy of the premises by Lessee, then Lessee shall indemnify Lessor against all liability by reason of such litigation, including reasonable attorneys' fees and expenses incurred by Lessor in any such litigation whether or not any such litigation is prosecuted to judgment. If Lessor commences an action against Lessee to enforce any of the terms of this lease, because of the breach by Lessee of any of the terms of this lease, for the recovery of any rent due under this lease, or for the unlawful detainer of the leased premises, Lessee shall pay to Lessor reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. If Lessee breaches any terms of this lease, Lessor may employ an attorney or attorneys to protect Lessor's rights under this lease, and in the event of such employment following any breach by Lessee, Lessee shall pay Lessor reasonable attorneys' fees and expenses incurred by Lessor whether or not an action is actually commenced against Lessee by reason of such breach.

Y. Partial Invalidity of Contract

It is understood and agreed by the parties to this contract that if any of the provisions of the contract shall contravene, or be invalid under, the laws of the State of Illinois, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Z. Merger Clause

The parties to this contract intend this writing to be the final, complete, and exclusive expression of all the terms of their agreement. No course of dealing or usage of trade or course of performance may be used to supplement or explain the terms of this agreement or the obligations and rights of the parties to this agreement.

LESSOR

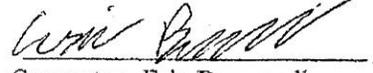


Malcor Properties, LLC
Pam Theisen

LESSEE



Riverlands Brewing Company, LLC



Guarantor- Eric Bramwell

Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE # 06186491
Secretary of State Jesse White Department of Business Services Limited Liability Division www.cyberdriveillinois.com	Filing Fee: \$500 Expedited Fee: \$100 Approved By: <u>TLB</u>	FILED MAR 18 2017 Jesse White Secretary of State

1. Limited Liability Company Name: RIVERLANDS BREWING COMPANY LLC

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

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:
 [REDACTED]

5. Purpose for which the Limited Liability Company is organized:
 "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

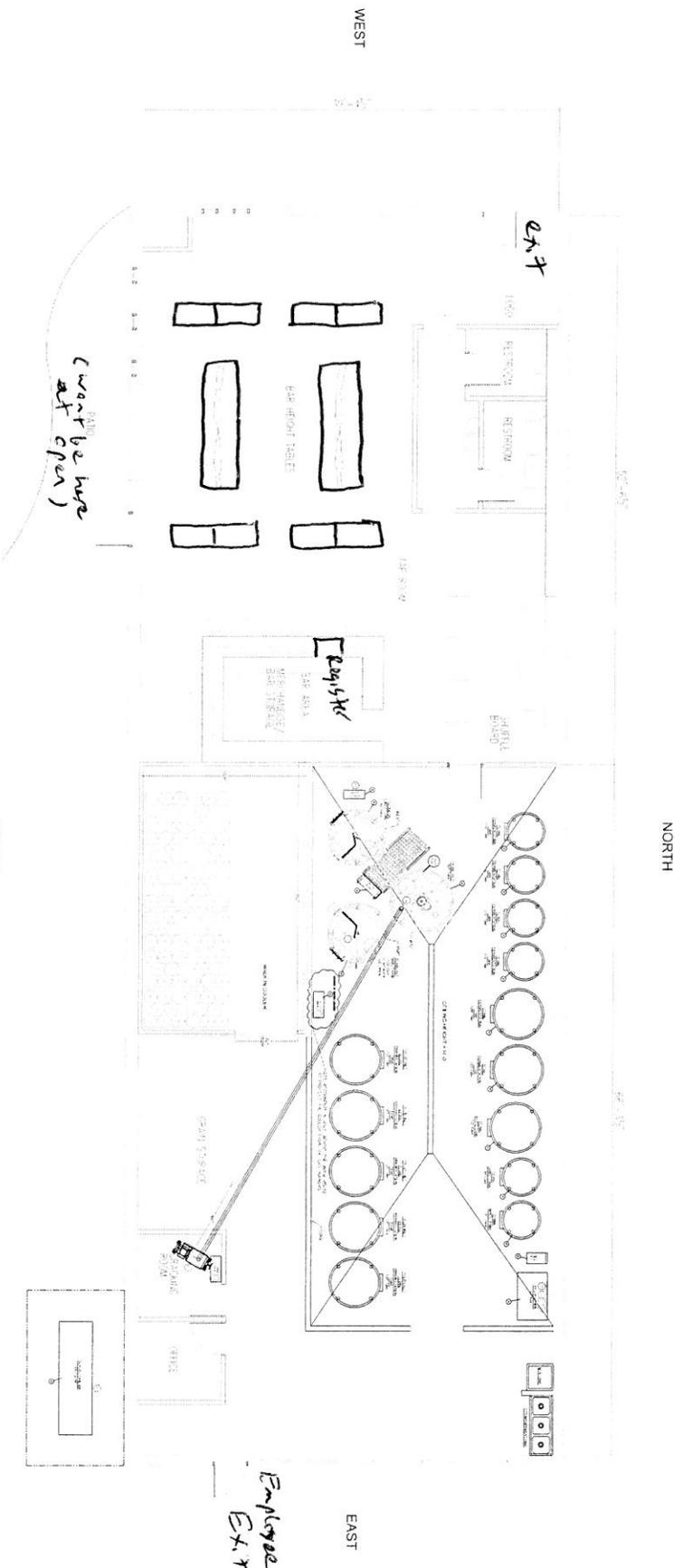
6. The LLC is to have perpetual existence.

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

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

Dated: MARCH 18, 2017 [REDACTED]

THE INFORMATION AND DESIGNATION IS THE PROPERTY OF QUALITY TANK SOLUTIONS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION FROM QUALITY TANK SOLUTIONS, LLC.



NO.	DESCRIPTION	QUANTITY	UNIT	REVISIONS
1	BAR	1	LINEAL FOOT	
2	STOVE	1	UNIT	
3	SINK	1	UNIT	
4	REF	1	UNIT	
5	DISHWASHER	1	UNIT	
6	EXTRACTOR	1	UNIT	
7	ICE MAKER	1	UNIT	
8	WATER SPOCKETS	1	UNIT	
9	WATER	1	UNIT	
10	COMPRESSED AIR	1	UNIT	
11	CARBON DIOXIDE	1	UNIT	
12	GAS SERVICE	1	UNIT	
13	HIGH VOLT	1	UNIT	
14	LOW VOLT	1	UNIT	

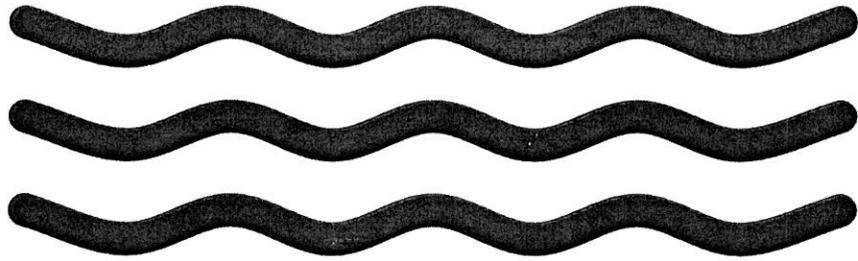
Project No. 12548
 Quantity 1
 Description: Quality Tank Solutions
 655 Ashover Rd
 Decaturville, TN 37046
 615.266.1100

10881 BREW HOUSE FLOOR PLAN
 HOWLANDS BREWING
 ST. CHARLES, IL

DATE: 02/26/18
 DRAWN BY: DMS
 CHECKED BY: NIS

12548-FP

1 of 1



RIVERLANDS
BREWING COMPANY

Business Plan

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- IV. Industry Outlook**
- V. Marketing Plan**
- VI. Craft Brew Menu**
- VII. Management Plan**
- VIII. Taproom Details**
- IX. Financial Information**
- X. Floor Plan**

I. Executive Summary

Straddling the scenic Fox River, St. Charles is a charming small community with the appropriate slogan of The Pride of the Fox. The residents of St. Charles are blessed with a wide variety of entertainment choices available for people of all ages. St. Charles is also a destination for visitors, who come from near and far, to attend numerous themed festivals, trendy restaurants, and a host of other cultural events held throughout the year. St. Charles has a well educated affluent population of 33,471 residents, with an average household income of \$117,271, a median household income of \$89,637 and an average disposable income of \$83,429. St. Charles has one of the highest rated school districts in Illinois. The two high schools are in the Top 50 in Illinois.

Although St. Charles already has a vibrant entertainment scene with the popular Arcada Theatre, Steel Beam Theatre, Pheasant Run Resort and a host of upscale restaurants, it lacks in the new cornerstone of a growing number of communities; a brewery that makes and sells craft beer. There are three breweries in the Tri-City area. Penrose in neighboring Geneva, a very small brewery in Batavia and a nanobrewery in St. Charles that will open in the summer of 2018. There are no other breweries within eighteen miles (a 30 minute drive) of St. Charles. Clearly, the Fox River Valley area is underserved in the craft beer market, the second fastest growing industry in the United States. Riverlands Brewing Company has been created to fulfill the growing demand for handcrafted beers in the Tri-Cities area. Another important goal of Riverlands Brewing Company will be to assist a local charity with funding to preserve and protect the Fox River.

Riverlands Brewery will serve the seven communities along the Fox River, from Elgin to Aurora, with a combined population of 411,017. If you include the nearest communities east and west of St. Charles, the number of potential customers exceeds a half million people. Although Riverlands will focus on organic growth in the Tri-Cities area initially (who are more likely to be repeat customers), craft beer tourism is expected to bring enthusiasts to St. Charles from afar to sample and purchase hand crafted full flavored craft beers.

For the past two years, St. Charles has been the host of the Tri-Cities Craft Beer Festival. This festival, which attracts hundreds of craft beer enthusiasts (of all ages), features craft beer from eighty local and national breweries. Riverlands Brewing will pour three of our best craft beers at this festival.

Riverlands Brewing Company will offer an eclectic mix of handcrafted beers, which will be produced and sold in a warm and inviting river themed taproom. The craft beer will be made with a brand new American made ten barrel brewhouse and nine fermenters and brite tanks.

No prepared food will be offered by the brewery. However, food will be available from several nearby restaurants which offer delivery to the brewery. Food trucks will occasionally visit and offer casual fare at reasonable prices.

At some time in the future (with city approval), Riverlands Brewing would like to add a small patio, with outdoor seating, on the south side of the brewery.

Riverlands Brewing Company is located in a small industrial park on the far west side of St. Charles. The brewery will employ two full time employees and two part-time employees. The two full time employees will be Eric Bramwell, Head Brewer and Dave Marck, Retail Sales, Distribution and Taproom Manager. Both managers are equity investors in Riverlands Brewing. The two part time employees will be servers with extensive knowledge of craft beer and of Riverlands craft beer. The other three investors are Jason Arges, Sales, Marketing & Technology Manager; Steve Marck, Finance and Accounting Manager and Andy Marck, Principal Investor. Andy Marck has lived in St. Charles for fifty-eight years.

II. Equity Investors

Riverlands Brewing Company is a self funded business that is entirely owned by the five equity investors. All five investors will take an active role in the management of the business. The diverse backgrounds and experience of the equity investors will contribute to the success of Riverlands Brewing Company.

Each equity investor brings two unique skill sets and a valuable personality trait to Riverlands Brewing Company. These skill sets, combined their distinct personality traits, when focused on the startup, will provide the necessary drive and perseverance needed to start, sustain and grow the new business.

Eric Bramwell - Head Brewer

Craft Beer Production Experience/Craft Beer Connections.....Creativity

Starting off as an avid homebrewer, Eric realized that his love for brewing and making hand crafted craft beer could be much more than just a hobby. After Eric received a Bachelor's Degree in Criminal Justice at Illinois State

University, he began his journey into the rich and innovative world of homebrewing. While working as a criminal investigator, Eric spent the majority of his free time dialing in recipes and techniques on a small scale. Eric then went on to apprentice under Head Brewer Shaun Berns at More Brewing Company in Villa Park, IL to gain experience in brewing on a commercial level. Opening his own brewery has been a dream of his ever since he brewed his first batch of beer on his stove.

Dave Marck - Sales and Distribution/Taproom Management

Retail Management Experience/Craft Beer Distribution Knowledge..Charm

Dave brings over ten years of sales and distribution experience in the wine, spirit, and craft-beer industry. After working for and later managing two upscale independent liquor stores, Dave earned a reputation for his extensive knowledge of fine wines and hand crafted beers. In a major career move to Binny's, the largest beverage retailer in the midwest, five years ago, Dave quickly earned several promotions because of his thorough knowledge of retail store management and the wine, spirits and craft beer industry. Dave developed many business relationships with key players in the retail store and distribution of the craft beer industry.. Dave will utilize his retail management experience to oversee the taproom as well as connections in the distribution channels for his go-to-market sales strategy of Riverlands packaged products.

Steve Marck - Finance & Accounting

Small Business Start Up Experience/Financial & Operations Exp.....Savvy

Steve Marck earned a BS in Marketing from Northern Illinois University, with a minor in Economics. After completing college, Steve worked for Fifth Third Bank where he worked his way up from a teller, to Assistant Branch Manager where he focused on high net worth clients and small business accounts. He has spent the last five years working as the chief finance, administration, and ecommerce officer of a small toy manufacturer. Steve will be the Controller for Riverlands Brewing, focusing on process management and implementation, operations support as well as cost containment.

Jason Arges - Sales, Marketing & Technology

Sales & Marketing Experience/IT Knowledge.....Innovation

After graduating from Northern Illinois University, Jason embraced sales, marketing and management roles with Enterprise Holdings and the American

Hospital Association. He currently serves as a Sales Director for Vibes, a leading mobile marketing firm in downtown Chicago.

In addition to investment funding, Jason will provide Riverlands with website development, expertise in social media, product development, promotional marketing, and information technology.

Andy Marck - Principal Investor

Sales Management Experience/Financial Resources.....Wisdom

After earning a BS in Marketing from Northern Illinois University, Andy Marck began a career in sales management with Procter & Gamble, Unisys (formerly Burroughs Corp.), The Jel Sert Co. and U. S. Can. After forty long years as a road warrior, he gave retirement a try in 2015, to no avail. Eager to start his own brewery (but unable to find time while working for others), Andy asked his sons to introduce him to Eric Bramwell, a long time home brewer, to propose a partnership to achieve their mutual dream of opening a brewery. As the principal investor, Andy will provide financing, management experience as well as short and long term planning.

III. Business Description

A. Location

Riverlands Brewing is located in a small industrial park at 1860 Dean Street Unit A, St. Charles, Illinois 60174. The building is within the city limits of St. Charles. The city has approved the site for use as a brewery. The office condo consists of two 4,800 square foot units separated by a cinder block wall for a total of 9,600 square feet. The brewery will occupy one half of the building.

Riverlands Brewery is strategically located on Dean Street, one block east of Randall Road and ½ mile north of Main Street (North Avenue). The brewery is in the second office condo, on a small private street, just off Dean Street. The building has ample parking for customers in the front of the building as well as for employees who will park at the rear of the building. The private road, parking and other mutually owned property is maintained by the office condo association. Each condo owner or lessor is on the board of the office condo association.

B. Demographics

The demographics and other statistics below were culled from a publication titled "St. Charles - Pride of the Fox" printed by the Daily Herald newspaper,

dated May 2017 and West Suburban Living magazine, dated May 2017 as well as the website of the City of St. Charles.

Total Population: 33,471

Minimum Education:

High School Diploma 93%

Bachelor's Degree

Median Household Income (\$/yr): \$84,993 (July 2016)

Average Household Income: \$117,271 (July 2016)

Median Home Value: \$289,450 (2016)

Major Events: Nine (Spanning all seasons)

Performance Venues and Theaters: 5

Home of the Kane County Fairgrounds & Monthly Flea Market

St. Charles is a destination for visitors and citizens alike, who attend nine major annual events, which makes the town an ideal location for a brewery. The demographics of St. Charles make the city a great location for a brewery. The population has a high disposable income, coupled with a high level of education, which are favorable demographics for a brewery. Although craft beer is enjoyed by adults of both genders and of all ages, the target customer of most craft beer manufacturers is a young adult (typically in their thirties), gainfully employed in a higher paying occupation and with an above average disposable income. To craft beer enthusiasts, the higher price of craft beer, for more expensive ingredients and handcrafted unique styles of beer is worth every extra penny. To them, it is all about the beer. And to Riverlands as well.

C. Management

Riverlands Brewing Company will fill two key management positions, the Head Brewer and the Sales and Distribution Manager and Taproom Manager, with equity investors. Both employees will play a key role in satisfying their customer's desire for high quality craft beer in a warm and inviting atmosphere. Both employees will offer excellent customer service, will welcome and interact with the customers in an effort to become personally connected to our customers.

Eric Bramwell, Head Brewer, will be responsible for brewery operations, product consistency and integrity as well as new product development. Eric will prepare a production schedule to ensure that supply meets demand for a

rotating menu of mainstay and seasonal craft beer as well as an occasional new release. In his role of buyer of all raw ingredients, Eric will be responsible for securing long term contracts for hops, barley and grain as is needed to insure a steady supply of ingredients.

Dave Marck, in his role of Tap Room Manager, will manage taproom personnel, capture and maintain daily sales records using a POS system, coordinate special events and insure the servers provide outstanding customer service. Dave, in his role of Sales and Distribution Manager, will be responsible for our early package sales initiatives as soon as production capacity allows for retail distribution.

Riverlands Brewing will need a financial officer, on a part time basis, to update financial records in Quickbooks, process payroll, accounts payable, pay liquor taxes, generate sales and inventory reports, and prepare reports for state and federal income taxes. Steve Marck will assist as needed to fulfill the role of Financial Officer.

D. Competitive Landscape

The owner/operators of breweries that make up the craft beer industry are a unique breed of entrepreneurs who co-exist peacefully and collaborate with one another to encourage growth of the craft beer industry. These entrepreneurs gladly share their learned experiences and knowledge to help new and existing members. They possess a mutual belief that there is plenty of market share to be gained from the two multinational macro breweries, which control over 80% of the total volume of beer sold in the U.S., for all craft beer breweries to be prosperous and continue strong growth in sales. Riverlands Brewing Company embraces this belief, has benefited greatly from the sharing of other established breweries and intends to help other breweries in the Tri-Cities and beyond.

With Eric Bramwell's expertise making the leading styles of craft beers, Riverlands expects to capitalize on the enormous growth in sales of cutting edge craft beer in the Tri-Cities market. Riverlands will be the only brewery in the Tri-Cities area that specializes in New England style hoppy IPA's, refreshing fruity sours and vanilla, coffee and chocolate flavored stouts.

Penrose Brewing is located in neighboring Geneva, IL. Penrose specializes in belgian style and wild yeast styles of craft beer, styles that Riverlands does not intend to specialize in. Riverlands has reached out to the owners of Penrose to propose collaborative marketing efforts of our different styles of craft beer. Penrose agreed to explore marketing initiatives for our mutual benefit.

D & G Brewing Co., a nanobrewery scheduled to open in the summer of 2018, will make four traditional styles of craft beer; adhering to strict to beer style guidelines. They purchased a five barrel brewhouse and two fermenters which will provide sufficient capacity to satisfy taproom sales, but not enough volume for retail distribution. Since the different style will help differentiate us in the market, and we will not have to compete with them for local taps. Riverlands has also reached out to D & G Brewing to explore possible collaborative marketing efforts of our different styles of craft beer. They were receptive to the idea.

Energy City Brewing, is a nanobrewery in Batavia, that makes unique styles of craft beer, but they only have enough capacity for limited quantity monthly bottle releases. They do not have any full time employees, a taproom or retail distribution. They are only open one day per month to sell their monthly bottle releases.

Other communities with a local brewery are Sycamore, Crystal Lake, Barrington, Aurora, Warrenville, Lombard, Naperville and Oswego. All of these breweries are over thirty minutes away or further. None of these breweries have had an adverse effect on Penrose, which has been open for several years, nor are they expected to have a negative impact on the success of Riverlands Brewing Company.

E. Products

See Beer Menu below. Riverlands Brewery will offer logo merchandise for sale. Logo merchandise will be various types of clothing, such as collared shirts, T-Shirts, ball caps, crowlers (large aluminum cans), glass growlers, free logo coasters and other popular promotional products.

F. Pricing

Riverlands Brewing will price our handcrafted beer in accordance with market factors and competition, but with sufficient margins to maintain a profitable business. Four price brackets; Flights (a selection of sample sizes), low alcohol content, medium alcohol content, high alcohol and "new release" of specialty beer pricing will be utilized to compensate for the higher cost of raw materials required to make higher alcohol beers. A 10 oz. glass will be priced at \$5.50, \$6.00 and \$7.00 depending on the style of craft beer. This price strategy will apply across all serving sizes, except flights. Serving sizes are 5 ounce sample/flight glasses, 10 ounce glasses for a small pour and higher alcohol beer, and 16 oz a full pour of lower and medium alcohol beer. Promotional pricing, if used at all, would be limited to special events or unique situations.

Riverlands Brewing will be priced competitively with other breweries in the Tri-Cities area, but craft beers are always priced higher (due to the higher cost of raw materials) than mainstream beers from the macro breweries. Carryout containers, such as crowlers (32 oz.) and growlers (64 oz.) will be priced lower than taproom prices to encourage carry out sales.

IV. Industry Outlook

The craft beer industry is young, vibrant and growing fast. Craft breweries were virtually non-existent until the late 1970's in the United States. A few very large national breweries dominated the American beer industry, primarily offering light flavored lagers, with little variation in taste, flavor and appearance from one beer to another. Craft beer enthusiasts turned to home brewing to satisfy their thirst for full flavored specialty beers not offered by the macro brewers. Many of the early home brewers became pioneers of the craft beer industry. By opening microbreweries in their local community, writing "how-to" books and forming local guilds devoted to the craft beer industry, awareness and interest grew quickly across the nation. The following statistics highlight the rapid growth of the craft beer industry in the United States.

- Craft beer is the second fastest growing industry in the United States.
- In the past decade, the number of breweries in the U.S. has grown from 1,500 to over 6,300.
- In 2017, almost 1,000 new breweries opened in the United States.
- Ten years ago, craft beer represented less than 4% of the U.S. market.
- Craft beer now represents over 13% of the volume of beer sold in the U.S.
- The craft beer industry's goal is to reach a market share of 20% by 2020.
- Craft brewers produced 25.4 million barrels (1 BBL = 33.5 GL) in 2017 with an estimated \$26 billion in retail sales value.
- Craft beers' average growth has been 14% in each of the last four years.
- The craft beer industry grew 18% percent in 2013 and 2014. Craft beer sales continue to grow at a double digit rate every year.
- The North American Beer Association has seen a 30-40% growth of new breweries every year for the last eight years. It is estimated there were over 150 craft breweries in the state of Illinois in 2016.
- Membership in the Illinois Craft Brewers Guild has tripled in the past five years. Many of the new members are suppliers, retailers, service suppliers, professionals and, of course, new craft breweries.

The statistics above were culled from articles about the growth of craft beer industry in the Chicago Tribune newspaper from 2015 - 2017.

V. Marketing Plan

Riverlands Brewing Company will invest substantial capital and marketing efforts to insure a successful launch of the new brewery. Management is committed to continued funding of diverse marketing programs to achieve rapid growth of the brewery initially and long term. The marketing programs will be tailored to promote customer loyalty and frequent visits by locals as well as to encourage visitors from afar. The goal of the initial marketing programs will be to create awareness of Riverlands Brewing Company, encourage repeat visits and develop a loyal following of craft beer enthusiasts. Subsequent marketing initiatives will focus on a customer loyalty program, called The Paddle Club, announce releases of special seasonal craft beer offerings and special events. Riverlands Brewing will be a responsible corporate citizen that adds economic and cultural value to the community of St. Charles.

- Press releases to regional and local media outlets.
- Advertisements in the St. Charles Chronicle and Daily Herald newspapers prior to the grand opening of the taproom.
- Announcements and frequent updates on social media. Riverlands Brewing has had accounts on Facebook, Instagram and Twitter for over one year. Riverlands Brewing has been building buzz with frequent posts on Untapped and Beer Advocate.
- Membership in the leading trade association for craft brewers. Riverlands Brewing has been a member of The Brewers Association since June 2017.
- Participation in local craft beer festivals, starting with the festivals in the immediate area first, then expanding participation in conjunction with beer production capacity. Riverlands Brewing participated in the Tri-Cities Craft Beer Festival on June 9, 2018 in the home brewing pavilion.
- Participation in community events, sponsoring events at a local charity devoted to preserving the Fox River and potential sponsorship of a local sports team.
- An informative website and mobile webpage, that is easy to navigate, with information on new releases, special events, participation in craft beer festivals and the launch of the Paddle Club, a customer loyalty program.

In addition to the initial traditional marketing, Riverlands Brewing Company will focus on social media and word of mouth marketing to create buzz for our handcrafted beers. Craft beer aficionados can follow Riverlands Brewing on Facebook, Instagram and Twitter. The website will be frequently updated with new information, and announcements of new releases. By communicating with other brewers and marketers on Untapped/Beer Advocate for several years, Eric has created buzz about his brewing methods, unique craft beers, and his plans to open a brewery. Three months prior to opening, the website will be updated to announce the launch of Riverlands Brewing Company. Visitors to our website will be able to view pictures of the new brewery, the styles of craft beer, hours of operation and other details not available on the website earlier. Visitors to the website can interact with Riverlands Brewing Company, by sending a message via info@riverlandsbrewing.com. They will receive a response from a Riverlands employee within 24 hours of sending the message.

VI. Craft Beer Menu

Riverlands Brewing Company will make a wide variety of hand-crafted beers. Eric has developed over 25 different finished beer recipes encompassing a wide variety of styles that will be featured in a regular rotation. Riverlands plans to maintain between 6 to 12 beers on tap at a time. The brewery's specialty is the New England Style of hazy hoppy IPA beers. The rest of the menu will range from light sessionable ales to rich Imperial Stouts that are sought after by craft beer enthusiasts. Riverlands will also feature a rotating selection of sour ales to provide a unique taste experience for each visit to the taproom. Riverlands will also produce a bevy of interesting takes on more traditional brews such as an Amber Ale, Kolsch, Pilsner, Blonde Ale, Porter, and more.

An example taplist would be as follows:

Silt - A New England style Double Dry Hopped IPA with “boatloads” of Galaxy, Citra, and Mosaic hops. Silt is a cutting edge style of craft beer that is sought out and cherished by beer geeks. This blend of hops creates citrus and tropical fruit flavor. The body of the beer is smooth and very drinkable.

Murky Waters - Our flagship series that will always be on tap. Murky waters is a New England Style IPA featuring the same base beer with a rotating blend of two unique hops. This enables us to explore exciting hop combinations over the same base beer and see what wonderful flavors and aromas we can produce. Keeping the hops rotating enables us to come back to combinations

that worked best, while giving us freedom to explore new combinations if certain varieties of hops are unavailable.

Pride of the Fox - Our house Pale Ale. A smooth and silky body lies under a hop saturated pale ale featuring Citra and Denali hops. Drinkers of this beer will experience notes of citrus, mango, passion fruit, pineapple, and a hint of pine resin. This beer will be in frequent rotation, likely on tap regularly.

First Catch of the Day - An American Imperial Stout with a high ABV. This beer will have a thick and velvety body with malts that focus on flavors of roasted coffee and dark chocolate. In addition to the base beer flavors, this beer features a blend of locally roasted coffee, maple syrup, and vanilla beans.

Pulp Tart - Our rotating Berliner Weisse series. Similar to the premise behind Murky Waters, this series takes our base Berliner recipe, a low alcohol sour ale, and explores different flavor combinations. We infuse this beer with various adjuncts to tantalize those who prefer lighter fare.

Yellow Kayak - A German Style Pilsner sure to please both your Average Joe beer drinker and craft enthusiast alike. Hop driven while still maintaining a delicate malt balance, this beer will be light, crisp, and refreshing while still showcasing the complex flavors of Pilsner malt and German Saphir hops.

Lazy Fox - a low alcohol session ale. This beer lies somewhere between being a Blonde and a Session IPA, making it a unique drinking experience. Lazy Fox lacks the bitterness of a typical Session IPA while maintaining significant hop flavor and aroma. A supremely drinkable and refreshing beer.

Nocturnal Fox - A lower alcohol stout. This beer is a milk stout featuring flavors of dark chocolate, a hint of roasted coffee, and a sweet finish. Complex enough to please refined palates, but accessible to those more unfamiliar with stouts. This beer may be occasionally offered with flavor variants on tap in addition to the regular version. These variants may include, coffee, vanilla, hazelnut, maple, and others.

VII. Management Plan

Eric Bramwell, Brewmaster/Operations Manager, and Dave Marck, Taproom Manager/Sales and Distribution Manager, will be the only full time employees of Riverlands Brewing Company. Eric and Dave will jointly operate and manage the business on a day to day basis. Each manager will assume additional responsibilities; Eric handle purchasing, receiving, inventory control and oversee a part-time brew assistant. Dave will be schedule, manage and

assist the part-time servers, create sales reports of the POS system as well as purchase and sales of logo merchandise. In addition to his role of Taproom Manager, Dave Marck will assist with outside sales and distribution of retail cans after a canning line is purchased (or are co-packed)

Steve Marck will be responsible for financial tasks on a part-time basis (typically one day a week). Andy Marck will assist with cash management, capital expenditures, financial projections, debt reduction and long range planning for growth. Jason Arges will assist with Marketing and Growth opportunities.

In addition, Riverlands Brewing Co. has enlisted the help of the following professionals to supplement their knowledge and experience.

- Marty and Aaron Serena of Serena Stum Architects, Ltd. will create the CAD drawings of the taproom and brewery production area, with help from a template from our beer equipment manufacturer, as well as assume the role of general contractor. A “one stop shopping” approach is expected to streamline the time required and lower the overall cost of the buildout.
- Dave Olsen is the Professor of Brewery Operations at the College of DuPage as well as a consultant at Bright Tank Training, has provided valuable insight and guidance to Riverlands Brewing Company.
- Shaun Berns, Head Brewer of More Brewing Company has offered to assist Eric with brewing on a commercial level during the initial startup of Riverlands Brewing Company. Eric Bramwell has apprenticed at More Brewing Co., under the tutelage of Shaun Berns, on several occasions over the past nine months. In addition to a professional relationship, Eric and Shaun are also friends and neighbors.

VIII. Taproom Details

Riverlands Brewing Company will have an attractive river themed taproom, of approximately 2,200 square feet, with a unobstructed view of the brewhouse and fermentation tanks. A low half wall will separate the taproom from the beer production area so that customers will be able to see the beer making equipment. As a manufacturer of many styles of craft beers, Riverlands will always be about making exceptional quality beer, using only the freshest ingredients and in a wide variety of beer styles.

Taproom Hours:

Wednesday 12:00 p.m. - 10:00 p.m.
Thursday 12:00 p.m. - 10:00 p.m.
Friday 12:00 p.m. - 10:00 p.m.
Saturday 12:00 p.m. - 10:00 p.m.
Sunday 12:00 p.m. - 10:00 p.m.

The hours of operation of the taproom may change after we learn more about customer traffic patterns after being in business for three months.

Riverlands Brewing will not offer live music, but recorded music may be played. The brewery will have a shuffleboard table and a set of darts for entertainment.

The brewery will not offer outdoor seating in the first six months of opening. However, the brewery would like to open an outdoor patio (with city approval) at some time in the future. Packaged carryout beverages; such as crowlers, growlers and tallboy cans, will be sold for “at home” consumption. Growlers will be filled, capped, then sealed with a shrink wrapped neck band.

IX. Financial Information

Beginning Equity

Riverlands Brewing Company will begin from a solid financial position. The five investors will contribute starting capital of approximately \$650,000, with a mix of equity and member loans. Should Riverlands require additional capital, to open or for growth and expansion, additional financing is available internally.

Start Up Expenditures

Riverlands Brewing Company will utilize start up capital as follows:

1. Brewing Equipment	\$267,000
2. Equipment Installation	\$ 55,000
3. Production & Taproom Buildout	\$175,000
4. Lease Payments(12 months)	\$ 36,000
5. Payroll (Three Months)	\$ 23,000
6. Racks/Tools/Forklift	\$ 17,000
7. Raw Materials	\$ 17,000
8. Utilities (Nine Months)	\$ 14,000