

## New Liquor License Packet

The first time you arrive at the Clerk's Office you will be given this packet. Included in this packet are:

- Application
- Business Plan Questionnaire
- Directions for Scheduling Inspections
- Good Neighbor Meeting Directions
- What's Next?

In order for your application to be accepted you **MUST** provide:

- Completed Application (including this packet)
- Conditional Surrender of License (if taking over a current license)
- Auxiliary Questionnaire Form (1 per each officer of the business and agent listed on the application)
- Schedule of Appointment of Agent
- Business Plan Questionnaire
- ✓• Proof of FEIN
- ✓• Proof of WI Sellers Permit

Before your license will be issued the following **MUST** be completed:

- Proof of Responsible Beverage Course
- Attend a Good Neighbor Meeting
- Attend a Public Safety and Licensing Committee Meeting
- Common Council Approval (it is not mandatory to attend this meeting)
- All department sign offs must be complete
  - It is your responsibility to call the people/departments listed below to setup appointments to have your premise inspected.
    - Environmental Health Department - located at City Hall in Room 1 (262) 636-9203
    - Building Department – located at City Hall in Room 304 (262)636-9464
    - Fire Department – located in the City Public Safety Building (262) 635-7915
    - Good Neighbor Meeting – Schedule by calling (262) 636-9115

Business Name: S & I DISTRIBUTION LLC

Business Address: 2919 CATHAROL AVE, RACINE WI 53405

DBA Name: WINGS & DRINKS

District: \_\_\_\_\_ Your Business Alder: \_\_\_\_\_ Alder Phone: \_\_\_\_\_

Printed Name: SHARIA AZIZ Signature: 

\*Your Public Safety and Licensing Date is tentative to when your record check and good neighbor meeting are completed.

**BUSINESS PLAN QUESTIONNAIRE**

Business Owner/ Ownership Entity S & I Distribution LLC / LLC

Trade Name WINGS & DRINKS

Business Address 2919 LATHROP AVE, RACINE WI 53405

Website \_\_\_\_\_

Business Email Address S&IDistributionLLC@gmail.com

Agent Name SHARIC AZIZ

Agent Home Address 5055 W Evergreen St, Franklin WI 53132

Agent Emergency Contact Number 414-865-1167

Agent Email Address SI Distribution LLC@gmail.com

Who intends to be mainly in charge of daily operations? SHARIC AZIZ

Is your business currently open? Yes  No

If no, please complete the following Statement of Intent:

I understand that the granting of this license would be conditional on my being able to operate within 6 months of common council approval. I intend to operate under the license within six months of common council approval. If I am not able to operate within 6 months, I may request a one-time extension of up to 3 months. If I am still not actively operating under the license within 9 months of common council approval, my license will be considered denied and I will have to re-apply for a new license. SA Initials.

What is your estimated gross monthly revenue for each of the following categories:

10,000 - 20,000 Alcoholic beverages

15,000 - 30,000 Food

3,000 - 5,000 Other (please specify)

How many people do you intend to employ full time? 02

How many people do you intend to employ part time? 01

What is the square footage of the premise to be licensed? 770 SQ FT

What is your best estimation of the value of the business? \$ 150,000 to \$ 200,000

Please describe the current parking situation.

07 parking spaces available in front

Please describe how you intend to handle crowds, during both regular business hours and at bar close.

Employees will be well trained and organized queue system will be in place.

Describe the business that you are buying/opening.

Food establishment serving pizza, wings, and beer while being able to watch live sporting events.

How will your establishment affect the quality of life for the citizens of Racine?

This newly remodeled establishment will feature great food and environment at affordable prices. It will also bring the community together during sporting events to enjoy together.

Does the location that you are applying for already have an alcohol license? No

If yes, what type of alcohol license? \_\_\_\_\_

Are you or the corporation buying the building or leasing it? Buying Leasing

Will you be doing any remodeling; and if so, what are your plans?

Yes - will remodel according to the plan attached.

What type of experience do you have that would prepare you for this type of business?

Managing C-Store and gas stations for previous 5 years which already hold the class A license.

What will your hours of operation be?

- Monday 8 AM - 11 PM
- Tuesday 8 AM - 11 PM
- Wednesday 8 AM - 11 PM
- Thursday 8 AM - 11 PM
- Friday 8 AM - 11 PM
- Saturday 8 AM - 11 PM
- Sunday 8 AM - 11 PM

Will you be offering food? If so, what type of menu will you have? Do you have a kitchen? (Please attach a copy of your menu if available)

Yes - pizza, wings, and sandwiches, yes - small kitchen

How many customers do you expect on your busiest days? 50-70

How do you intend to handle litter and garbage?

Employees daily tasks will include litter and garbage.

How will noise at the premise be addressed?

Overall not expecting too much noise. There will be no loud music.

What is your security plan?

Alarm monitoring services  
surveillance system

What type of video surveillance do you intend to have on the premise (please list equipment)?

~~the~~ 16 camera interior/exterior surveillance system.

Will music be played at your location?  Yes  No

If yes, how will music be played? Jukebox Live DJ  Radio Other

Form  
AB-200

# Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_
  Class "B" Beer ..... \$ \_\_\_\_\_  
 "Class A" Liquor ..... \$ \_\_\_\_\_
  "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_
  Reserve "Class B" Liquor \$ \_\_\_\_\_  
 "Class C" Liquor (wine only) \$ \_\_\_\_\_

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
<b>Total Fees</b>	<b>\$</b>

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) <i>S &amp; J Distribution LLC</i>			
2. Business Trade Name or DBA <i>WINGS &amp; DRINKS</i>			
3. FEIN <i>93-2442503</i>		4. Wisconsin Seller's Permit Number <i>456-1031486169-02</i>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <i>WISCONSIN</i>		7. Date of Organization <i>8/16/2023</i>	8. Wisconsin DFI Registration Number <i>S149597</i>
9. Premises Address <i>2919 Latford Ave</i>			
10. City <i>Racine</i>		11. State <i>WI</i>	12. Zip Code <i>53405</i>
13. County <i>Racine</i>		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <i>Racine</i>	15. Aldermanic District
16. Premises Phone <i>414-334-6922</i>		17. Premises Email <i>SDistributionLLC@jmail.com</i>	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <i>2nd floor, 1 bathroom, 1 closet for janitor area Kitchen, customer serving area</i>			
20. Mailing Address (if different from premises address) <i>5055 W Evergreen St, Franklin WI 53132</i>			
21. City <i>Franklin</i>		22. State <i>WI</i>	23. Zip Code <i>53132</i>

Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . .  Yes  No beverages.  
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . .  Yes  No  
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . .  Yes  No  
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No  
 6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No  
 7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.


Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
AZIZ	SHARIQ	Owner	414 334 6922

**Part D: Attestation**

One of the following must sign and attest to this application:  
 • sole proprietor      • one general partner of a partnership      • one corporate officer      • one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name AZIZ	First Name SHARIQ	M.I.
Title Owner	Email SD Distribution LLC@gmail.com	Phone 414 334 6922
Signature 		Date 10.25.2024

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk			Date Provisional License Issued (if applicable)

# Alcohol Beverage Individual Questionnaire

Date  
10.25.2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

<b>Part A: Business Information</b>			
1. Legal Business Name (individual name if sole proprietor) <del>S&amp;I DISTRIBUTION</del> S&I DISTRIBUTION LLC			
2. Business Trade Name or DBA WINGS & DRINKS			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization

<b>Part B: Individual Information</b>				
1. Last Name AZIZ		2. First Name SHARIQ		3. M.I.
4. Relationship to Business (Title) Owner		5. Email SIDISTRIBUTIONLLCE@gmail.com		6. Phone 414 334 6922
7. Home Address 5055 W Evergreen St				
8. City Franklin		9. State WI	10. Zip Code 53132	11. Date of Birth
12. Drivers License/State ID Number			13. Drivers License/State ID State of Issuance WI	

<b>Part C: Address History</b>			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? ....			Years 25
			Months 09
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
State	County	State	County

Continued →

**Part D: Criminal History**

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . .  Yes  No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.


Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . .  Yes  No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

**Part E: Attestation**

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date 10.25.2024



# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

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

To the governing body of:  Town  Village  City of Racine County of Racine

The undersigned duly authorized officer/member/manager of S E I DISTRIBUTION LLC  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as WINGS & DRINKS

located at 2919 LATHROP AVE RACINE WI 53405  
(Trade Name)

appoints SHARQ AZIZ  
(Name of Appointed Agent)  
5055 W Evergreen St, Franklin WI 53132  
(Home Address of Appointed Agent)

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

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 25 years

Place of residence last year Franklin - Wisconsin

For: S E I DISTRIBUTION LLC  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

### ACCEPTANCE BY AGENT

I, SHARQ AZIZ, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

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

[Signature] 10.25.2024 Agent's age       
(Signature of Agent) (Date)  
5055 W Evergreen St, Franklin WI 53132 Date of birth       
(Home Address of Agent)

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

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

Approved on      by      Title       
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

AMOUNT - \$5.00 "CLASS B" - \$10.00

LICENSE Expires June 30, 20\_\_  
APPLICATION FOR NONINTOXICATING BEVERAGE LICENSE

I/WE HEREBY APPLY FOR A LICENSE TO SELL AND/OR SERVE IN THE CITY OF RACINE FROM DATE HEREOF UNTIL JUNE 30, 2019 (UNLESS SOONER REVOKED), BEVERAGES OF LESS THAN ONE-HALF (1/2) OF ONE (1) PER CENTUM OF ALCOHOL BY VOLUME SUBJECT TO THE LIMITATIONS IMPOSED BY SECTION 66.0433(1) OF THE WISCONSIN STATUTES, AND HEREBY AGREE TO COMPLY WITH ALL LAWS, RESOLUTIONS, ORDINANCES AND REGULATIONS AFFECTING THE SALE OF SUCH BEVERAGES.

PLEASE ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

(Check One:) BUSINESS IS:

CORPORATION  PARTNERSHIP  INDIVIDUAL  OTHER \_\_\_\_\_  
(Please specify)

PLEASE SUPPLY:

LEGAL NAME OF BUSINESS (OWNER): S & I DISTRIBUTION LLC

TRADE NAME: WINGS & DRINKS

BUSINESS ADDRESS: 2919 LATROOP AVE Racine

BUSINESS TELEPHONE: 414.334.6922 ZIP CODE 53405

HOME ADDRESS: 5055 W Evergreen St.

CITY Franklin STATE WI ZIP CODE 53132

HOME TELEPHONE: 414.334.6922

[Signature]  
SIGNATURE OF APPLICANT

SHARIQ AZIZ  
(Please print SIGNATURE)

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
SIGNATURE OF PARTNER (IF APPLIES)

\_\_\_\_\_  
(Please print SIGNATURE)

\_\_\_\_\_  
DATE OF BIRTH

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE (this "Lease") is dated as of 10/1/2024 (hereinafter, the "Effective Date")**

### **BETWEEN:**

NWAHEED INC. of 5055 W Evergreen St , Franklin WI 53132  
(the "Landlord")

### **OF THE FIRST PART**

### **AND**

S&I Distribution LLC of 2919 Lathrop Ave , Racine WI 53405  
(the "Tenant")

### **OF THE SECOND PART**

**IN CONSIDERATION** received from the Landlord for leasing certain premises to the Tenant, and the mutual benefits and obligations outlined in this Lease, the Parties to this agreement (referred to as the "Parties") hereby agree to the following terms:

#### **Leased Premises**

1. The Landlord agrees to lease to the Tenant the restaurant space referred by the municipality as 2919 Lathrop Ave , Racine WI 53405, Wisconsin (the "Premises"), and which encompasses a Leasable Area of 770.00 square feet.
2. The Premises shall be utilized solely for the following permitted use: Restaurant (the "Permitted Use").
3. As long as the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to lease any space in the Building to any tenant whose primary business involves the provision of the following services: Restaurant

## **Term**

4. The term of the Lease shall be a periodic tenancy, starting on 11/1/2024 at 12:00 noon and continuing on a year-to-year basis until either the Landlord or the Tenant terminates the tenancy, subject to the terms and conditions set forth in this Lease (the "Term").

5. Even if the Term starts on 11/1/2024, the Tenant shall have the right to possess the Premises at 12:00 noon on 10/1/2024, prior to the start of the Term.

6. The Landlord has the right to terminate the tenancy under this Lease by giving the right number of days notice as required by the law of the State of Wisconsin if the Tenant fails to observe, perform, and keep any of the covenants, agreements, stipulations, obligations, conditions, or other provisions of this Lease. However, if the Tenant persists in such default beyond the stipulated number of days' notice, the Landlord may terminate the tenancy without further notice.

## **Rent**

7. The Tenant shall pay the Base Rent of \$1,000.00, payable per month, for the Premises (the "Base Rent"), without any deduction, abatement, or setoff, subject to the terms of this Lease. The Tenant shall also be responsible for any taxes or fees related to its business.

8. The Tenant will pay the Base Rent on or before the 5th of each and every month of the Term to the Landlord.

9. The landlord retains the right to collect the full amount owed, even if they accept a partial payment from the tenant.

## **Operating Costs**

10. The Tenant bears the responsibility to cover certain operating expenses that go beyond the Base Rent. These expenses may include, but are not limited to:

- Cleaning services
- Preventive maintenance and inspection
- Window cleaning
- Security

- Materials utilized in the operation and maintenance of the Building

11. The Landlord bears the responsibility for covering certain operating expenses. These expenses may include, but are not limited to:

- Any insurance policies related to the Building that are obtained by the Landlord, in a responsible manner, from time to time
- Supply, repair, substitution, and upkeep of heating, cooling, ventilation, and air conditioning equipment across the entirety of the Building
- Maintaining and operating of parking areas

### **Use and Occupation**

12. The Tenant is obligated to fully equip, furnish, staff, and open the entire Premises for public business on the agreed-upon start date of the lease and continuously use and occupy the entire Premises for its business operations throughout the lease term. The Tenant is required to operate its business in a reputable manner on the days and during the hours of business specified by the Landlord.

13. The Tenant agrees to comply with all applicable laws, regulations, and rules set forth by any governmental or regulatory body, whether federal, state, municipal, or otherwise, in relation to the operation of its business on the Premises. The Tenant further agrees not to engage in any activity on or in the Premises that violates any of these laws or regulations.

14. The Tenant agrees to operate and conduct its business on the Premises in compliance with all applicable statutes, including any subordinate legislation currently in force or that may come into force in the future, and any regulations, rules, or orders issued by any government department, local authority, public or competent authority, or court of competent jurisdiction. The Tenant also agrees to comply with any requirements of the insurers relating to the use, occupancy, and enjoyment of the Building, including adhering to proper health and safety practices recommended by all appropriate authorities.

### **Quiet Enjoyment**

15. The Landlord promises that as long as the Tenant fulfills their obligations under this Lease, such as paying rent and complying with the terms of the lease, the Tenant will be able to use and enjoy the Premises without any interference or disturbance from the Landlord.

## **Distress**

16. If the Tenant defaults in the payment of any money, the Landlord can seize, remove, and sell the Tenant's goods, chattels, and equipment from the Premises without notice or legal process. The Landlord can also seize, remove, and sell the Tenant's goods, chattels, and equipment from any other location to which they may have been moved. The Tenant waives any benefit from any current or future law that would limit or eliminate the Landlord's right of distress. This will be done in the same manner as if the goods, chattels, and equipment had remained and been distrained upon the Premises, regardless of any rule of law or equity to the contrary.

## **Overholding**

17. If the Tenant remains in the Premises after the lease term ends without the Landlord's written consent, they will be considered a tenant at will and must pay liquidated damages to the Landlord, equal to twice the Base Rent plus any Additional Rent, for each day of occupancy. The Tenant will be subject to all other provisions of the Lease applicable to a tenancy at will, and no tenancy from month to month or year to year will be implied. The Landlord may also take legal action to recover possession of the Premises.

## **Tenant Improvements**

18. The Tenant must obtain written consent from the Landlord prior to taking any of the following actions:

- a. Painting, wallpapering, redecorating, or other significant alterations that affect the appearance of the Premises;
- b. Removing or adding walls, or performing any structural alterations;
- c. Any changes to the normal usage of heat or power on the Premises, as well as before installing any additional electrical wiring or heating units;
- d. Subject to this Lease, display or allow to be displayed, either inside or outside of the Premises, any signs, placards, or notices for advertising or any other purpose, except as

otherwise provided for in this Lease;

e. Attach, install, or erect any radio or TV antenna or tower, or satellite dish on or near the Premises; or

f. Installing or affixing upon or near the Premises any plant, equipment, machinery, or apparatus without the Landlord's prior consent.

### **Utilities and Other Costs**

19. The Tenant shall be responsible for paying the following utilities and charges related to the Premises:

- Electricity
- Natural gas
- Cable TV

20. The Landlord shall be responsible for paying the following utilities and charges related to the Premises:

- Water
- Sewer

### **Insurance**

21. The Tenant is not responsible for obtaining insurance coverage for any damage or loss to the Landlord's contents and furnishings in or about the Premises. The Tenant assumes no liability for any such loss.

22. The Tenant is not responsible for obtaining insurance coverage for the Premises against damage or loss to the structure, mechanical or improvements to the Building, and the Tenant holds no liability for any such loss.

23. The Tenant is not responsible for obtaining liability insurance for the Premises and will not be held liable for any loss resulting from the lack of such insurance.

### **Abandonment**

24. In the event that the Tenant abandons the Premises or any part thereof during the Term, the Landlord reserves the right, at its option, to enter the Premises without incurring any liability or penalty, and without being obligated to make any payment to the Tenant. The Landlord may also choose, as agent for the Tenant, to relet the Premises, or any part thereof, for the remainder of the Term, and to collect rent payable by virtue of such reletting. In such case, the Tenant may be held liable for any difference between the Rent payable under this Lease for the unexpired Term and the net rent received by the Landlord from the reletting. Any personal property left by the Tenant on the Premises following abandonment will be deemed abandoned by the Tenant, and the Landlord may dispose of such property as it sees fit, without incurring any liability.

### **Governing Law**

25. The Parties to this Lease intend that the tenancy created by this Lease, as well as its performance and any legal proceedings arising from it, be governed exclusively by the laws of the State of Wisconsin, regardless of where any legal action or proceedings may be initiated.

### **Severability**

26. The Parties to this Lease acknowledge that the applicable legislation of the State of Wisconsin (the 'Act') may take precedence over any provision of this Lease. In the event of a conflict between any provision of this Lease and the Act, the Act will prevail, and the provision of the Lease in conflict will be amended or deleted as necessary to comply with the Act. Furthermore, any provisions required by the Act will be incorporated into this Lease.

### **Assignment and Subletting**

27. The Tenant is prohibited from assigning this Lease, subletting the Premises, or granting any concession or license to use any part of the Premises. Any such assignment, subletting, concession, or license, whether by operation of law or otherwise, will be considered void and may, at the option of the Landlord, result in the termination of this Lease.

### **Bulk Sale**

28. Before conducting any bulk sale of goods and assets, the Tenant must obtain the Landlord's written consent. The Landlord may not unreasonably withhold their consent if the



Tenant and the Purchaser can provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations under this Lease will continue to be performed and respected in a manner satisfactory to the Landlord after the completion of the bulk sale.

### **Care and Use of Premises**

29. The Tenant is required to promptly inform the Landlord of any damage or situation that could significantly disrupt the normal use of the Premises.

30. The Tenant shall refrain from creating or permitting any noise or nuisance that would reasonably disrupt the comfort or convenience of other tenants, as determined by the Landlord.

31. The Tenant is prohibited from participating in any unlawful business or conduct in or around the Premises.

32. The Landlord and Tenant are obligated to adhere to all laws and regulations pertaining to health, sanitation, fire safety, housing, and general safety standards.

### **Surrender of Premises**

33. The Tenant shall vacate and return the Premises to the Landlord at the expiration of the lease term in the same good state and condition as they were at the start of this Lease, except for reasonable wear and tear and damages caused by natural elements.

### **Hazardous Materials**

34. The Tenant is prohibited from keeping or storing any items or materials on the Premises that are hazardous, flammable, explosive, or may significantly increase the risk of fire on the Premises or that may be deemed hazardous by any reputable insurance company. However, if it is necessary for the proper functioning of the business, the tenant may store hazardous materials as long as the Tenant is responsible for adhering to all laws, regulations, and rules concerning dangerous, flammable, or explosive materials and environmental protection. The Tenant shall:

a. Comply with any applicable laws, regulations, rules, or government authorities, with the Landlord's approval and at its own expense;

b. Promptly notify the Landlord in writing of any discharge or release of such materials in or around the Premises;

c. Repair any damage resulting from such discharge or release in or around the Premises, with the Landlord's approval; and

d. At its own cost, obtain a report from an independent consultant verifying the removal or compliance with such materials if requested by the Landlord.

### **Rules and Regulations**

35. The Tenant agrees to abide by all regulations and guidelines posted by the Landlord with regard to the use and maintenance of the Building, parking lot, and other communal facilities provided for the Tenant's use on the Premises.

### **General Provisions**

36. The Landlord's waiver of any failure by the Tenant to perform or observe the provisions of this Lease will not act as a waiver of the Landlord's rights under this Lease with respect to any future defaults, breaches, or nonperformance. Such waiver will not impede or alter the Landlord's rights concerning any future defaults or breaches in any way.

37. This Lease will remain in effect and be legally binding on and beneficial to the respective heirs, executors, administrators, successors and assigns of each party to this Lease. All obligations and promises contained in this Lease shall be considered as fundamental terms of this Lease.

38. Any amounts due from the Tenant to the Landlord under this Lease will be considered as Additional Rent and can be collected by the Landlord as unpaid rent.

39. If there are multiple Tenants executing this Lease, all of them will be jointly and severally liable for each other's acts, omissions, and liabilities under this Lease.

40. Time is of the essence in this Lease.

41. This Lease represents the complete agreement between the Landlord and the Tenant. No

previous understandings or representations of any kind made before the date of this Lease will be binding on either party except as incorporated into this Lease. Specifically, no implied warranties of the Landlord outside of this Lease will be considered

**IN WITNESS WHEREOF** This Lease has been executed by the Parties on this 10/1/2024, by affixing their signatures under hand and seal, or by a duly authorized officer under seal.

\_\_\_\_\_  
(Signature of Witness)


Aziz Abdul  
(Print Name)

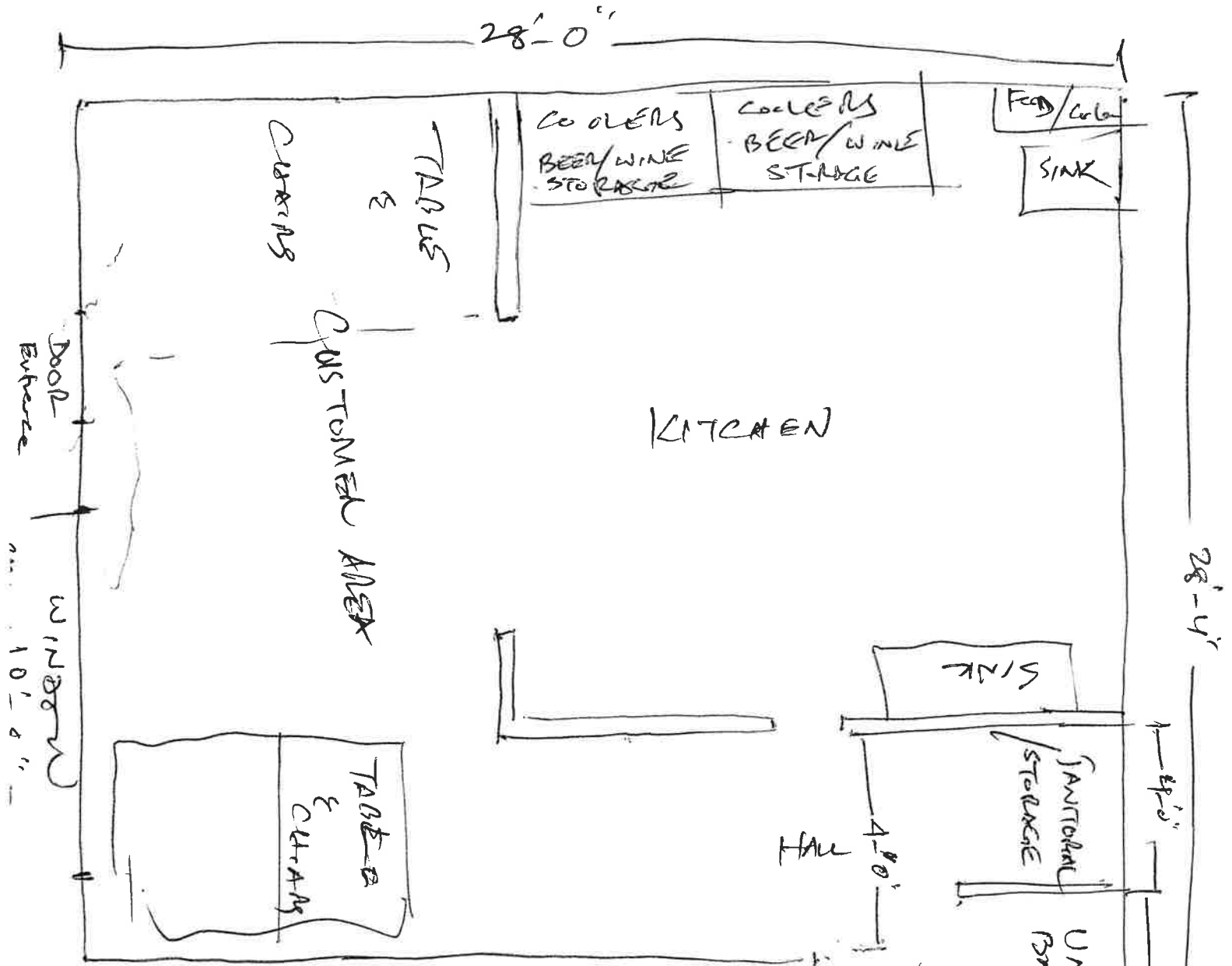
NWAHEED INC. (Landlord)

Per:  (SEAL)  
Aziz Abdul

\_\_\_\_\_  
(Signature of Witness)

Sheriq Aziz  
(Print Name)

  
S&I Distribution LLC (Tenant)



- TOTAL SQ FT. 770 SQ FT
- Total parking spaces in front of building - 3 with 8.5" wide space.
- Additional parking - 5 with 8.5" wide space