

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CW IDEAL-1	DATE (MM/DD/YYYY) 02/06/09
PRODUCER Dasco Insurance Agency, Inc. 628 Academy Dr Northbrook IL 60062 Phone: 847-291-0660 Fax: 847-480-9889		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ideal Promotions, Inc. 4212 West Irving Park Road Chicago IL 60641		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Safeco Business Insurance	
		INSURER B: One Beacon Insurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY	02BO-810694-00	05/06/08	05/06/09	EACH OCCURRENCE \$ 2,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY	02CE-193665-10	05/06/08	05/06/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A			EXCESS/UMBRELLA LIABILITY	01-CT-014709-60	05/06/08	05/06/09	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 1,000,000 \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	02-WC-536991-40	05/06/08	05/06/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B			Prof. Liability	MEP313308	03/27/08	03/27/09	ea occurr \$ 3,000,000 aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Named as an additional insured vendor-Miller Brewing Company

CERTIFICATE HOLDER

CANCELLATION

MILLERS Miller Brewing Company 25 Northwest Point Suite 800 Elk Grove Village IL 60007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CW
IDEAL-1 DATE (MM/DD/YYYY)
07/29/08

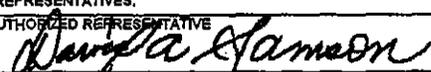
PRODUCER Dasco Insurance Agency, Inc. 628 Academy Dr Northbrook IL 60062 Phone: 847-291-0660 Fax: 847-480-9889		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
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A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	02CE-193665-10	05/06/08	05/06/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	01-CT-014709-60	05/06/08	05/06/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	02-WC-536991-40	05/06/08	05/06/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B			Prof. Liability	MEP313308	03/27/08	03/27/09	ea occur \$ 3,000,000 aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER SOUTHER Southern Wine & Spirits 300 East Crossroads Parkway Bolingbrook IL 60440	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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DATE (MM/DD/YYYY)
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A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BO-810694-00	05/06/08	05/06/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 2,000,000 \$ 10,000 \$ 2,000,000 \$ 4,000,000 \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	02CE-193665-10	05/06/08	05/06/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	01-CT-014709-60	05/06/08	05/06/09	EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$ \$ \$
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B		OTHER Prof Liability	MEP3133-08	03/27/08	03/27/09	ea occurr aggreg	\$ 3,000,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

JUDGE-1

Judge & Dolph - Ltd.
 1501 Michael Drive
 Wood Dale IL 60191

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Darrel A. Jameson

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

LICENSE AGREEMENT

AGREEMENT made this _____ day of _____, _____, by and between Ideal Promotions Inc., an Illinois corporation (hereinafter referred to as "LICENSOR") having its principal place of business at 4212 W. Irving Park Road, Chicago, Illinois and _____

_____, (hereinafter referred to as "LICENSEE") of _____

WITNESSETH:

WHEREAS, LICENSOR has expended considerable time, effort and money in the creation and development of the business of selling alcoholic beverages and other related and incidental products at retail under the trade name "MISKA LIQUORS";

WHEREAS, LICENSOR is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trademark and/or "MISKA LIQUORS," and has developed by reason of its maintenance of high standards of quality merchandising displays, and advertising a desire for products;

WHEREAS, LICENSEE wishes upon the terms and conditions herein set forth to enter into the business of operating a store for the sale of alcoholic beverages at retail at the premises herein described featuring the name "MISKA LIQUORS";

WHEREAS, LICENSOR is ready and willing to grant a license to the LICENSEE for the operation of a retail liquor store upon the terms and conditions herein below set forth:

NOW, THEREFORE, LICENSOR AND LICENSEE in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledge by each of them to be satisfactory and adequate, do hereby agree as follows:

1. License.

(a) LICENSOR hereby grants to LICENSEE a non-exclusive, non-transferrable, and personal license

to use the trade name and trademark "MISKA LIQUORS" in the operation of a standard retail liquor store at the premises located at _____, (hereinafter referred to as "Premises"), upon the terms and conditions hereinafter set forth for a term of one (1) year commencing on the date hereof subject, however to earlier termination as herein set forth.

(b) LICENSOR hereby grants to LICENSEE the right to adopt and use the name, "MISKA LIQUORS" so the general public will associate LICENSEE'S location as part of the "MISKA" CHAIN.

2. Obligations of LICENSOR. LICENSOR hereby agrees:

(a) To permit LICENSEE to represent himself as "MISKA LIQUORS: at the location specified above.

(b) To permit LICENSEE to use its service marks, trademarks, trade names and logo types, in accordance with LICENSOR'S policy on stationery, business cards, advertising merchandise, signs and literature.

3. Licensee to Install and Maintain Sign. The LICENSEE agrees to install at its own cost and expense within a _____ day period after the execution of this agreement, and to maintain at all times during the term hereof, at least one (1) exterior sign identifying the LICENSEE as "MISKA LIQUORS". It is agreed that the design of said sign shall be subject to the reasonable approval of the LICENSOR so as to conform with the LICENSOR'S valuable trade name and/or trademark design and logo.

4. Consideration. LICENSEE agrees to pay LICENSOR a sum equal to \$100.00 payable upon the execution of this Agreement.

5. Trade Name. LICENSEE acknowledges that the words "MISKA" or any derivation thereof, are valid trade names owned by LICENSOR and LICENSOR has the sole right, subject to other licenses it may have granted, to use such trade name and/or trademark, "MISKA LIQUORS" in the operation of standard

retail liquor stores, and that valuable goodwill is attached to such trade name and/or trademark. LICENSEE further agrees that it will not use such trade name and/or trademark in any manner which has or may have the effect of causing harm to the goodwill of such trade name and/or trademark. Upon termination of this agreement, whether by reason of lapse of time or otherwise, LICENSEE shall immediately execute such documents and take such action as LICENSOR may deem reasonably necessary or desirable to evidence the fact that LICENSEE has ceased using the trade name and/or trademark "MISKA" and that LICENSEE has no further interest or right therein whatsoever.

6. Standards of Operation. During the term of the Agreement LICENSEE agrees to maintain the interior and exterior of the premises and the surrounding premises in a clean, orderly, sanitary condition satisfactory to LICENSOR and shall maintain all structures, furnishings, fixtures and decorations in good condition and repair. During the term of this agreement LICENSEE shall operate its business with the highest standard of service and quality possible in order to sustain the goodwill and prestige which the name "MISKA LIQUORS" enjoys with the public.

7. Insurance. LICENSEE shall procure and maintain in full force and effect an insurance policy or policies protecting LICENSEE and LICENSOR and their officers and employees against any loss, liability, or expense whatsoever from personal injury, debt, property damage or otherwise arising or occurring upon or in connection with the Premises, or by reason of LICENSEE'S operation upon, or occupancy of, the Premises, whether the same occur or the same arises on or off the premises. Such insurance coverage shall also include dram shop liability coverage. LICENSOR shall be an additional named insured in such policy or policies which shall be written by a responsible insurance company satisfactory to LICENSOR. LICENSOR shall

receive certificates of insurance coverage showing his name as an additional named insured.

The comprehensive liability policy shall contain a standard "cancellation on ten days' notice" clause. Notwithstanding any of the foregoing, the LICENSOR shall have the right to determine and approve the insurance carrier to be utilized by the LICENSEE to fulfill the obligations contained in this paragraph.

8. Termination Without Cause. This Agreement may be terminated by LICENSOR or LICENSEE at any time and without cause, in the sole discretion of each, upon sixty (60) days' prior written notice.

9. LICENSOR'S Right to Terminate. This Agreement may be terminated by LICENSOR without notice upon the happening of any of the following events:

(a) Failure of the LICENSEE to meet any of the material obligations provided for in this Agreement.

(b) Failure of the LICENSEE to pay any sum when due and the continuance of said failure for a period of five (5) consecutive days, without notice by LICENSOR to the LICENSEE of the default.

(c) Should LICENSEE be declared insolvent or bankrupt or make an assignment for the benefit of creditors or in the event that a receiver is appointed or any proceeding is demanded by, for, or against the LICENSEE under any provision of the Federal Bankruptcy Act or any amendments thereof.

(d) Should LICENSEE default in the performance of any agreement made hereunder and such default shall not be remedied to LICENSOR'S immediate satisfaction upon demand;

(e) Should the business of the LICENSEE be sold, leased or for any reason passed from the actual supervision or control of LICENSEE:

(f) The conviction of the LICENSEE or any officer, agent, or employee of LICENSEE of a felony or any offense involving moral turpitude;

(g) The revocation of the LICENSEE'S local or state retail liquor license covering the Pre-

mises.

10. **Effective Upon Termination.** Upon termination of this agreement for any reason, LICENSEE

shall immediately:

(a) Pay to the LICENSOR all monies due.

(b) Cease representing itself as a "MISKA" LICENSEE and shall discontinue the use of the

LICENSOR'S service marks, trademarks, trade names, logo types, methods and techniques in any form.

(c) Discontinue the use of any signs or designations at the Premises or elsewhere that might

indicate the operation of a "MISKA" liquor store, and shall remove and obliterate any sign or designations

using the name "MISKA" or any derivation thereof. LICENSEE agrees to pay to the LICENSOR the sum of

\$25.00 per day for each day LICENSEE violates any covenant as set forth in this agreement, or for each day

that LICENSEE continues to operate using the name "MISKA" or any derivation thereof, or in any way holding

itself out to the public as a member of the "MISKA" store chain subsequent to termination of this agreement

by mutual consent or otherwise.

11. **Renewal.** This license agreement shall automatically renew itself at the end of the term set

forth in paragraph 1 (a) hereof for a successive like term, unless either party serves written notice upon the

other at least sixty (60) days prior to the expiration date of this agreement. In the event of renewal of the

license term hereof all the terms and conditions of this agreement shall remain in full force and effect unless

otherwise specifically amended in writing at the time of renewal.

12. **Notices.** All notices provided herein shall be in writing and shall be sent by certified mail

with return receipt requested to the parties at the addresses set forth above or their last known addresses.

13. **Modification or Waivers.** This agreement constitutes the entire agreement of the parties and

supercedes any prior agreements or understandings between them, oral or written and may not be modified except in writing and signed by each of the parties. Any inducements, representations, promises or commitments, oral or otherwise, not embodied herein shall be of no force and effect.

14. Acknowledgement. LICENSEE acknowledges that no warranties or representations other than those contained in this agreement have been made or given by the LICENSOR or its agents or employees.

LICENSEE further agrees as follows:

(a) LICENSEE has been informed and is understanding of the fact, that because of the highly competitive nature of the business involved, successful operation of the license granted hereunder depends primarily upon the best efforts and capabilities of management, and efficient operation of the LICENSEE'S business, as well as general economic trends and other local marketing conditions, and that no representations or projections have been made by the LICENSOR, or shall be construed as a guarantee of profitability or success by LICENSOR.

(b) LICENSOR and LICENSEE shall not be considered joint-venturers, partners, or one as agent of the other, and neither shall have the power to bind or obligate the other except as set forth in this agreement.

(c) LICENSEE agrees to file an assumed name application with the County Recorder's Office immediately following the execution of this agreement.

(d) LICENSEE agrees that in the event that it shall open any other liquor store business

subsequent to the signing of this agreement, LICENSEE shall agree to operate said business as a LICENSEE of LICENSOR by separate license agreement, provided, however, that the terms of this subsection (d) shall not apply if LICENSOR would be placed in violation of any legal obligation under the terms of any previously executed license agreement(s).

(e) The LICENSOR shall not by this agreement or otherwise prescribe or suggest in substantial part a marketing plan or procedure for the offering, selling or distributing of goods or services by the LICENSEE under the LICENSOR'S trademark, service mark, trade name, logo type, advertising or other commercial symbols designating the LICENSOR.

(f) The LICENSOR has not suggested or required or assisted the LICENSEE in substantial part in the selection of its site; construction, remodeling and decorating of the business premises; fixtures and equipment and signs utilized in the conduct of the business; standards of dress and training programs for employees; hours of operation; limitations on products or services which the business may sell; advertising; warranties to customers or other requirements.

15. Severability. If any provision of this agreement or section, subsection, sentence, clause, phrase or word, or application thereof in any circumstance, is held invalid, the validity of the remainder of this agreement and of the application of any such provision, section, subsection, sentence, clause, phrase or word, in any other circumstances shall not be effected thereby.

16. Non-Assignment. The interest of the LICENSEE in this agreement is personal and shall not be assigned, transferred, shared, or divided in any manner by LICENSEE, its officers, agents or employees.

17. Indemnification. LICENSEE shall forever protect, save and keep LICENSOR harmless and indemnified against and from any and all claims, demands, losses, causes, damages, suits, judgments, penalties, expenses, liabilities of any kind or nature whatsoever, arising directly or indirectly out of or in

connection with the operation of the LICENSEE'S business at the Location covered under this agreement.

18. Compliance with Laws. LICENSEE shall conduct its business and maintain the Premise in strict compliance with all applicable laws, ordinances, regulations and other requirements of any federal, state, county, municipal or other governmental agency, and will obtain all necessary permits, licenses and/or consents necessary for the operation of the LICENSEE'S business at the Premises.

19. Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise shall not be exclusive and shall be cumulative upon all other rights and remedies set forth herein allowed or allowable by this agreement or by law.

20. Title of Paragraphs. The various titles of the paragraphs herein are used solely for convenience and shall not be used for interpreting or construing any word, clause, paragraph, or sub-paragraph of this agreement.

21. Selection of Additional Licensees. LICENSEE acknowledges that the LICENSOR shall retain the sole discretion and right to select and contract with additional licensees throughout the State of Illinois for the use of the name "MISKA LIQUORS" or any derivation thereof.

21. This agreement shall inure to the benefit of the heirs, successors, assigns of the LICENSOR.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

ATTEST:

LICENSEE:

By: _____

By: _____

Secretary

Title

ATTEST:

LICENSOR:

By: _____

By: _____

Secretary

Title

PROMOTION AGREEMENT

AGREEMENT made this _____ day of _____, _____, by and between IDEAL PROMOTIONS COMPANY, an Illinois corporation (hereinafter referred to as "IDEAL") having its principal place of business at 4212 W. Irving Park Road, Chicago, Illinois and _____
_____, (hereinafter referred to as "CLIENT") an Illinois corporation.

WITNESSETH

WHEREAS, IDEAL PROMOTION COMPANY has developed and innovated successful methods of purchasing, merchandising, displaying, sales promotion, and advertising of alcoholic beverages and related products for sale at retail to the consuming public.

WHEREAS, CLIENT acknowledges that such sales promotional services provide a firm foundation for the operation of a retail package liquor store consisting of the high standards of retail sales promotion, merchandising and advertising in connection with the operation thereof; and

WHEREAS, CLIENT desires to become associated with IDEAL and to be able to acquire the right to adopt and use said services in connection with the operation of a retail liquor store at _____
_____, in the City of _____, State of _____, (hereinafter referred to as the "LOCATION"): and

WHEREAS, IDEAL is willing and agrees to provide services to the CLIENT under the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, acknowledged by the parties hereto to be of substantial value, it is mutually agreed as follows:

1. Term. This Agreement shall commence on the day and year first above written and continue for a period of one (1) year unless sooner terminated as provided herein.

2. Obligations of IDEAL. IDEAL hereby agrees:

To provide assistance to the CLIENT in establishing a retail sales promotional plan for the location, on behalf of and to be paid for by the CLIENT, including but not limited to the ordering of merchandise, displays, and general sales promotion, provided however, that IDEAL reserves the sole and exclusive right to the format of advertisements, and retains the sole discretion as to time, geographical areas and media to be utilized. IDEAL is not responsible for payment of any media advertising. However, the CLIENT shall possess the sole right to determine under which trade names and/or trademarks the CLIENT shall conduct its business.

3. Obligations of CLIENT. The CLIENT agrees as follows:

- (a) To allow IDEAL or its agents or employees the exclusive right to select, install, change, build, create or do any other work related to merchandising and displays at the Location for the CLIENT.
- (b) To allow IDEAL or its agents or employees the right to assist in all demonstrations of any and all types of alcoholic liquors which shall be conducted from time to time at the Location.
- (c) CLIENT will be responsible for the payment of all advertising.

4. Consideration. CLIENT agrees to pay IDEAL a sum equal to _____ per month, payable monthly. Simultaneous with the execution of this agreement, CLIENT has made a deposit equivalent to one month's service fee hereunder, and CLIENT acknowledges that said deposit shall be applied to the last month's payment due under this Agreement, but in no event shall such deposit be considered refundable, assignable or transferrable by the CLIENT.

5. Operation. During the term of this Agreement CLIENT agrees to comply with IDEAL'S standards of quality, service and display in connection with the operation of the business at the Location, standards of quality and utility for all furnishings and fixtures of the CLIENT'S business at the Location, and standards of maintenance and repair at the Location. All signs, posters, pennants, flags, banners, displays and other in-store promotional materials shall be compatible in quality and design with that suggested by IDEAL.

6. Confidential Information. CLIENT acknowledges that the material and information now and hereafter provided to CLIENT pursuant to this Agreement have been developed by IDEAL and are considered by IDEAL to be trade secrets and are essential parts of the operation of IDEAL'S business. Therefore, CLIENT acknowledges such confidential information as a valuable part of IDEAL'S business and the CLIENT acknowledges that he will not duplicate or use the methods developed by IDEAL elsewhere than at the Location covered by this Agreement. CLIENT agrees that he will take all steps necessary, at his own expense, to protect such confidential information and he will not divulge the same without the written consent of IDEAL for a period of five (5) years from and after termination of this Agreements.

7. Termination Without Cause. This Agreement may be terminated by either IDEAL or CLIENT at anytime and without cause, in the sole discretion of each, upon sixty (60) days' prior written notice.

8. Termination by IDEAL. This Agreement may be terminated by IDEAL without notice upon the happening of any of the following events:

- (a) Failure of the CLIENT to meet any of the material obligations provided for in this Agreement.
- (b) Failure of the CLIENT to pay any sum when due and continuance of said failure for a period of five (5) consecutive days, without notice by IDEAL to the CLIENT of the default.

9. Notices. All notices provided herein shall be in writing and shall be sent by certified mail or registered mail, return receipt requested to the parties at the address set forth above or their last known addresses.

10. Modification or Waivers. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements or understandings between them, oral or written. It may not be modified except in writing signed by both parties. Any inducements, representations, promises or commitments, oral or otherwise, not embodied herein shall be of no force and effect.

11. Acknowledgement. CLIENT acknowledges that no warranties of representations other than those contained in this Agreement have been made or given by IDEAL or its agents or employees. CLIENT has been informed and acknowledges his understanding of the fact that, because of the highly competitive nature of the business involved, the successful operation will depend primarily upon the best efforts of, and capabilities, management, and efficient operation by the CLIENT of its business, as well as general economic trends and other local marketing conditions; that any representations or projections shall not be construed as a guarantee of profitability or success by IDEAL; and that all such projections and data and the source upon which they are based are subject to variation depending upon regional and marketing conditions at any given time. Moreover, IDEAL shall not in any way be responsible for any losses sustained or profits realized by CLIENT in the operation of its business.

12. Severability. If any provision, section, subsection, sentence, clause, phrase or word, of this Agreement or the application thereof in any circumstance, is held invalid, the validity of the remainder of this

Agreement and of the application of any such provision, section, subsection, sentence, clause, phrase or word, in any other circumstances shall not be effected thereby.

13. No Assignment. The interests of IDEAL and CLIENT in this Agreement are personal and shall not be assigned, transferred, shared or divided in any manner.

14. Indemnity. CLIENT shall forever protect, save and keep IDEAL harmless and shall indemnify IDEAL against and from any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising directly or indirectly out of or in connection with the operation of the CLIENT'S business at the Location covered under this Agreement.

15. Compliance with Laws. CLIENT shall conduct his business and maintain the Location in strict compliance with all applicable law, ordinances, regulations and other requirements of any Federal, State, County, Municipal or other Governmental agency, and will obtain all necessary permits, licenses, and/or consents necessary for the operation of CLIENT'S business at the Location.

16. Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable or otherwise shall not be exclusive and shall be cumulative upon all other rights and remedies set forth herein or allowed or allowable by this Agreement or by law.

17. Titles of Paragraphs. The various titles of the paragraphs herein are used solely for convenience and shall not be used for interpreting or construing any word, clause, paragraph, or sub-paragraph of this

Agreement.

18. **Benefit.** This Agreement shall inure to the benefit of the successors and assigns of IDEAL.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement the day and year first above written.

IDEAL PROMOTION COMPANY

By: _____

President

ATTEST:

By: _____

Secretary

CLIENT

..

By: _____

ATTEST:

Ideal Promotions, Inc.

4212 West Irving Park Road

Chicago, Illinois 60641

Telephone: 773-685-8171

Fax: 773-685-9187

Cooperative Purchasing Agreement

I hereby acknowledge that by signing below, I request Ideal Promotions, Inc. to treat my account as part of the Ideal Promotions, Inc. or Miska's Liquors Cooperative Purchasing Agreement.

I constitute **Mitchell Sklare** or his designee, to act as my agent for the purpose of ordering distilled spirits, wine or beer, on my behalf.

All purchases will be invoiced to each individual retailer, and each individual retailer will pay the distributor directly for their own merchandise within thirty (30) days. There shall be no transferring or common warehousing.

Upon consummation of the sale by wholesaler, title to the merchandise so ordered shall vest in each party to this agreement, in accordance with its proportionate share of the order. The delinquency of one licensee will not affect the rest of the group.

As party to this agreement, we hereby agree to have a copy of this agreement available for inspection by appropriated government agency representatives.

If discounts are offered by a distributor, they must be offered across the entire market which the distributor serves. A distributor cannot refuse to offer the same quantity discount to the cooperative group as offered to any individual retailers, unless proof of substantial increased cost of providing such discounts (e.g. excess actual delivery costs) can be established by the distributor (ILCC TPP-6 Paragraph 10).

Store: _____

Address: _____

City: _____

Licensee: _____

Signature: _____

State License # _____

Date: _____

I, _____, hereby acknowledge that I will act as an agent for
_____ for the purpose of ordering spirits, wine or beer.

Signature: _____

Date: _____