Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY
Municipality
License Period

License(s) Requested

- ☐ Class "A" Beer ..... $_____
- ☒ Class "B" Beer ..... $_____
- ☒ "Class C" Wine ..... $_____
- ☐ Reserve "Class B" Liquor $_____
- ☐ "Class A" Liquor ..... $_____
- ☐ "Class B" Liquor ..... $_____
- ☐ "Class A" Liquor (Cider Only) $ 0
- ☐ "Class B" (Wine Only) Winery $_____

License Fees	$
Publication Fee	$ 20.00 paid 4/28/23
Background Check	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
Bensoe food LLC - Ombeni Pallangyo

2. Trade Name or DBA
Ben's

3. Premises Address
210 and 214 West Water street

4. County: Dane
5. Municipality: Stoughton
6. Aldermanic District:

7. Mailing Address (if different from premises address)

8. FEIN: 600-103114999-03
9. Wisconsin Seller's Permit Number: 456-103114999-02

10. Premises Phone: 608 316 5343
11. Premises Email: Ombeni.Pallangyo@gmail.com

12. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

The bar counter, and the basement
to be served at dinning, patio, and family room.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate ..... ☒ Yes ☐ No

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ..... ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration	2. Date of Registration
Wisconsin	10-13-2022

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ..... ☐ Yes ☒ No

Name of Parent Company	FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name	Agent's First Name	Phone
~~Ombeni~~ Pallangyo	Ombeni	608-316-5343

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone

Part E: Attestation

Who must sign this application?

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one managing 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.

Signature	Date
	07-28-2023

Name (Last, First, M.I.)
Pallangyo. Ombeni Emanuel

Title	Email	Phone
President-CEO	ombeni.pallangyo@gmail.com	608-316-5343

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
7/28/23	8/23/23	
Date license granted	**License number**	**Date license issued**

Signature of Clerk/Deputy Clerk

Form
AT-103

Alcohol Beverage License Application Supplemental Questionnaire

Date 07-28-2023

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

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

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

Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor)
Bensoefood LLC - Ombeni Pallangyo

2. Trade Name or DBA
Ben's

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

Part B: Individual Information

1. Name (Last, First, M.I.)
Pallangyo Ombeni Emanuel

2. Relationship to Registered Entity (Title)
CEO

3. Email [redacted]

4. Phone [redacted]

5. Home Address [redacted]

6. [redacted]

7. State [redacted]

8. Zip Code [redacted]

9. Date of Birth [redacted]

10. Drivers License/State ID Number [redacted]

11. Drivers License/State ID State of Issuance [redacted]

Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1 [redacted]

(MM/YYYY - MM/YYYY) [redacted]

Previous City, State, Zip [redacted]

Dates (MM/YYYY - MM/YYYY) [redacted]

Part D: Employment History

List in chronological order your last two employers within the last 5 years.

Employer's Name
Ombeni African Safaris LLC - [redacted]

Employer's Address
8383 Green Way Blvd. Madison.

Dates Employed (MM/YYYY - MM/YYYY)
current

Employer's Name

Employer's Address

Dates Employed (MM/YYYY - MM/YYYY)

Part C: For Corporate/LLC Applicants Only

1. State of Registration	2. Date of Registration
Wisconsin	10-13-2022

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors ..... ☐ Yes ☒ No

Name of Parent Company	FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name	Agent's First Name	Phone
~~Ombeni~~ Pallangyo	Ombeni	608·3165343

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone

Part E: Attestation

Who must sign this application?

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one managing 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.

Signature	Date
	07-28-2023

Name (Last, First, M.I.)
Pallangyo. Ombeni Emanuel

Title	Email	Phone
President-CEO	ombeni.pallangyo@gmail.com	608-316-5343

Part F: For Clerk Use Only

st Submit Completed

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
7/28/23	8/23/23 10/25/23 PSC	
Date license granted	**License number**	**Date license issued**

Signature of Clerk/Deputy Clerk

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 Stoughton County of Dane

The undersigned duly authorized officer/member/manager of Ombeni Benjoe food 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 Benjoe food LLC Ben's
(Trade Name)

located at 210 and 214 West Water street, Stoughton, WI, 53589

appoints Ombeni Pallangyo [redacted]

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 [redacted] 16 years

Place of residence last yea[redacted]

For [redacted]
(Name of Corporation / Organization / Limited Liability Company)

By: Ombeni Pallangyo
(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, Ombeni Pallangyo, 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.

07-28-2023 Agent's age [redacted]

[redacted] te of birth [redacted]

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 08/10/2023 (Date) by (Signature of Proper Local Official) Title Chief of Police (Ti

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated 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	Trial Date
Misdemeanor Assault	N/A 04/2014
Penalty Imposed	**Was sentence completed?** ☒ Yes ☐ No
N/A	
Law/Ordinance Violated	**Trial Date**
traffic OWI - Misdemeanor ticket	10/2013
Penalty Imposed	**Was sentence completed?** ☒ Yes ☐ No
traffic ticket	

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated 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 F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2 ..... ☐ Yes ☒ No

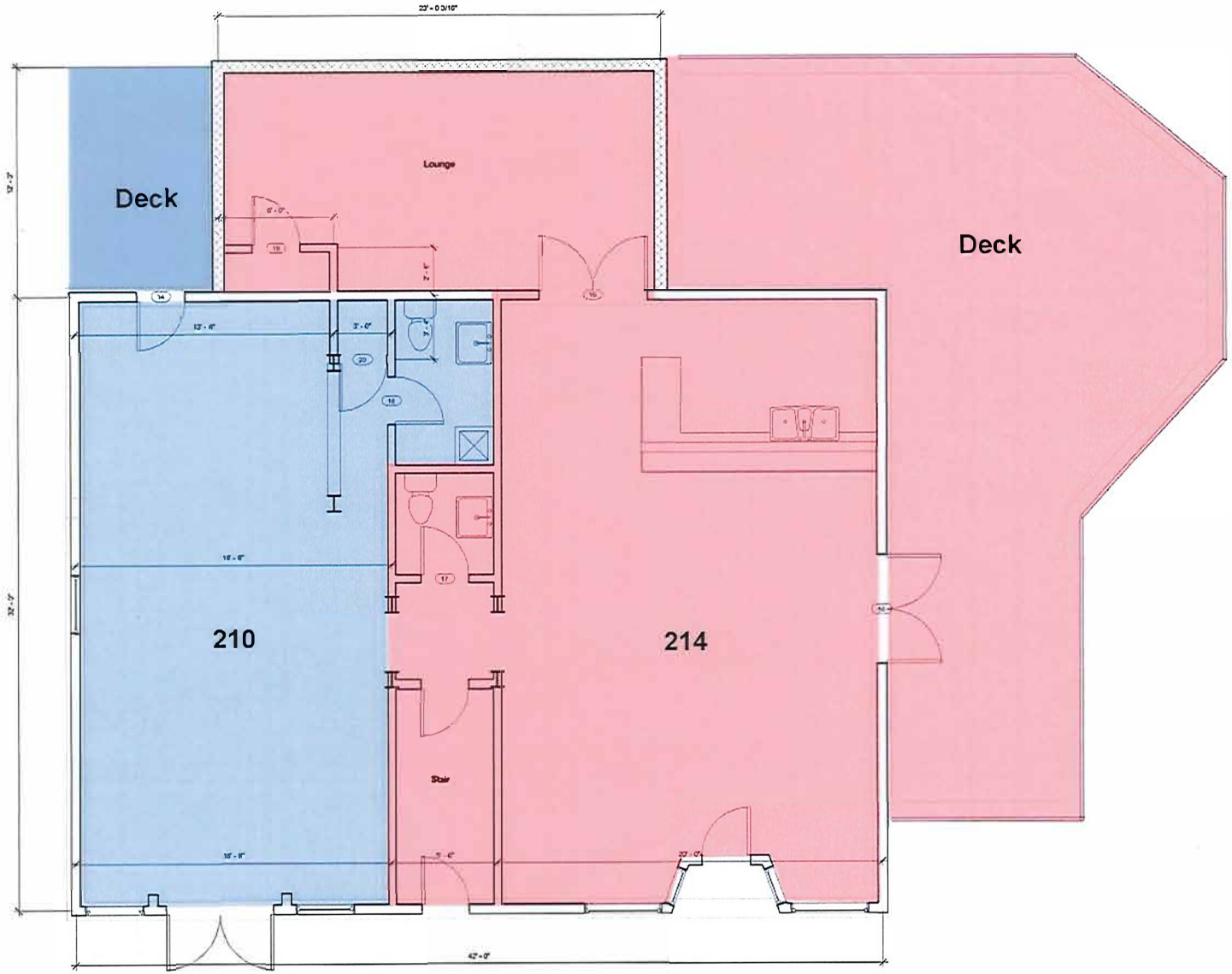
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years	Months
	16 yrs	07-07-2017

3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. ☐ Yes ☒ No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: 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
	07-28-2023


Deck
Lounge
Deck
210
214
Stair

☒ New Permit

☐ Renew Permit

City of Stoughton
381 E Main St
Stoughton WI 53589 608.873.6677

Application for Outdoor Alcohol Consumption Permit
Section 14-40(k)(6)

Alcohol License holder: Ombeni Pallangyo

Doing Business as: Ben's

Street Address, City, State & Zip: 210 & 214 S. Water Street. Stoughton, WI

Contact Name: Ombeni (Ben) Phone #: 608-316-5343

Mailing Address: [redacted]

Type of Beverage License currently at this location:

Square footage of indoor area:

Proposed Outdoor Area (Description): fenced in Patio with outdoor fencing

Square footage of outdoor area: ...

Number of seats in outdoor area: 16 - 20 Pax

Describe fencing: closed in fencing

How many feet to the closest structure used residentially? 13 feet

Hours of Outdoor Operation: Sun. – Thur.: 11AM - ~~9PM~~ 10PM Fri. & Sat.: 11AM - ~~9PM~~ 11PM

Other restrictions proposed by applicant: N/A

I declare under penalty provided by law, that the forgoing is true and correct to the best of my knowledge, and that I will comply with all City Codes and Regulations in the conduct of my business.

Applicant's Signature

Date 08-~~31~~ 08 · 2023

Received in the City Clerks Office:

Staff Signature

Date 8 · 9 · 23

Review Process Summary:

Public Safety Committee:

Date Reviewed: _____ Recommend Approval: o Recommend Denial: o

Additional Restrictions/Requirements Recommended by the Committee: _____

_____

_____

_____

_____

_____

Council:

Date Reviewed: _____ Approved: o Denied: o

Additional Restrictions/Requirements: _____

_____

_____

_____

_____

_____

DRIVER LICENSE
REGULAR
WISCONSIN
USA
NOT FOR FEDERAL PURPOSES
[redacted]
1 PALLANGYO
2 OMBENI EMANUELI
[redacted]

Certificate

RESPONSIBLE BEVERAGE SERVER

awarded to

Ombeni Pallangyo

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

www.Wisconsin-Bartending.com
Training Provider

09-10-2022
Training Date

CITY OF STOUGHTON

Receipt: 100070043 07/28/23

207 S FORREST ST
STOUGHTON, WI 53589

Cashier: DEB
Received Of: BENJOE FOOD LLC

PALLANGYO OMBENI EMANUEL

The sum of: 20.00

906	PUBLICATION FEE		20.00
	100-51420-44150	20.00	
		Total	20.00

TENDERED:	CREDIT CARD	139991366	20.00
	Credit Card Fee	139991366	1.50

07/28/2023 14:07

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1596366896

BEN JOE FOOD LLC
210 S WATER ST
STOUGHTON WI 53589-2138

RECEIVED
SEP 22 2023
CITY OF STOUGHTON

Wisconsin Department of Revenue Seller's Permit

Legal/real name: BEN JOE FOOD LLC

Business name:

210 S WATER ST
STOUGHTON WI 53589-2138

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1031149999-02

State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1031149999-02
Legal/Real Name: BEN JOE FOOD LLC

Signature _____

RECEIVED
OCT 04 2023
By

LEASE

Date: 07-20-2023

1. Basic Provisions.

1.1. Landlord Name and Address: Stoughton Water Street LLC
202 W Main Street, Sun Prairie, WI 53590

1.2. Tenant Name: Ombeni Emanuel

1.3. Premises: 210 and 214 S Water Street: Approximately 1,800 useable square ft including 2 restrooms, and a lower level with walk in cooler and liquor storage area.

1.4.

1.5. Term:

1.5.1.	Possession Date:	07-21-2023
1.5.2.	Commencement Date:	09-01-2023
1.5.3.	Termination Date:	12-31-2025

Rent: Monthly Rent: 09-01-2023 to 12-31-2023 $1,900.00
07-01-2024 to 12-31-2024 $2,200.00
01-01-2025 to 12-31-2025 $2,500.00

1.6. Security Deposit: $1,900.00

2. Demise and Term. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord subject to the provisions of this Lease. No rights or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease. Tenant shall be entitled to access to the Premises beginning on the Possession Date provided that Tenant shall have first furnished Landlord with the insurance policy or certificate referred to in Section 11.

3. Use Limitations. Tenant shall use and occupy the Premises only as bar/restaurant and affiliated businesses and for no other use without Landlord's prior written consent.

4. Rent; Taxes. Tenant shall pay all personal property taxes assessed against the personal property of Tenant and provide proof of payment to Landlord annually. Landlord to pay all real estate taxes, special assessments for the leased premises.

5. Utilities. Tenant shall pay for gas, electric, and trash removal consumed by it and billed directly to Tenant by the appropriate utility supplier. This shall include the water and sewer for the entire building and the electrical usage of the coin operated washer and dryer on the second floor.

6. License. Intentionally omitted.

7. Repairs and Replacements. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy including snow removal, and lawn maintenance for the leased premises. The Tenant to pay an amount not exceeding $5,000.00 in association with repairs per respective incident.

8. Signage. Tenant shall be allowed the maximum building signage per code. Signage to be approved by Landlord and the City of Stoughton.

9. Alterations. Tenant shall not make or suffer to be made any alterations, additions or improvements in, on or to the Premises or any part thereof without the prior written consent of Landlord.

10. Right of Entry. Landlord reserves and shall at all times, upon twelve (12) hours notice, have the right to re-enter the Premises during business hours to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, and to show the Premises to prospective purchasers, mortgagees or tenants.

11. Indemnification. Tenant shall indemnify, protect and hold Landlord harmless from any and all loss, claims, damages, costs and attorneys' fees arising out of Tenant's use and occupancy of the Premises or the business operated therefrom, except to the extent the same result from Landlord's willful or reckless misconduct. Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever.

12. Insurance by Tenant: Tenant shall obtain, at Tenant's expense, beginning on the date that Tenant exercises its right of access to the Premises pursuant to Section 1.4 of the lease agreement, and shall maintain through the expiration or termination of this Lease, the following insurance coverage:

(a) Equipment and Inventory. Any and all equipment and inventory located inside the Premises that belongs to Tenant. Tenant will be responsible for insuring all equipment and inventory and Tenant will receive full payment in the event of any loss.

13. Insurance Policies: Insurance required of Tenant under Section 11 of this agreement shall be written by companies duly qualified to do business in the State of Wisconsin, acceptable to Landlord in its reasonably exercised discretion satisfactory in all respects to the holder of any mortgage against the Premises. Tenant shall deliver copies of such policies or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days prior written notice to Landlord. At least ten (10) days prior to the expiration of tenant's policies, Tenant shall furnish Landlord with renewals or binders thereof, or Landlord may order such insurance and charge the cost to Tenant as Additional Rent. Tenant shall not do or permit anything to be done which will invalidate the insurance policies furnished by Tenant or Landlord pursuant to Section 5 of this Amendment or otherwise. If Tenant does or permits anything to be done which shall increase the cost of the insurance policies furnished by Landlord, Tenant shall pay to Landlord, as Additional Rent, the amount of any such additional premiums. Landlord may, from time to time, require that the

policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices. If Tenant fails to comply with the requirements of this Section, Landlord may obtain such insurance and maintain it in effect, and Tenant shall pay Landlord the premium cost and any other costs or expenses incurred by Landlord as Additional Rent.

14. Waiver of Subrogation. Whenever (i) any loss, cost, damage or expense resulting from any peril incurred by any party to this Lease in connection with the Premises, any part or contents thereof, and (ii) such party then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If either party fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation such party shall be deemed to have been fully insured and to have recovered the entire amount of its loss. Neither Landlord nor Tenant shall do or suffer to be done anything that contravenes any insurance policies covering the Premises.

15. Casualty. If the Premises or the building in which the Premises is located or any part of either shall be destroyed, damaged by fire or other casualty such that the cost to restore the Premises or building would equal or exceed fifty percent (50%) of the replacement cost of either, Landlord shall have the option of repairing the damage or of terminating this Lease. In all other cases, Landlord shall repair the damage. If Landlord elects or is required to repair the damage, then, unless the same shall have been caused by the negligence of Tenant or its agents or employees, a just proportion of the rent based upon the number of square feet of area in the Premises which are untenantable, shall be abated until the Premises or such part thereof shall have been put in tenantable condition. Landlord shall not be bound to repair or restore the Premises if the cost thereof exceeds the amount of available insurance proceeds (plus any deductible) or if such repair or restoration is not permitted under applicable building codes. If Landlord elects or is required to repair the damage, Landlord shall cause such repair to be completed within four (4) months of the date of damage, subject, however, to delays caused by weather, strikes, shipping delays, shortages of materials, governmental action or inaction, acts of God, and other occurrences beyond Landlord's control. If such work has not been completed within such four (4) month period, Tenant shall have the right, exercisable during the fifteen (15) days immediately following the end of such four (4) month period, to terminate this Lease by delivery of written notice to Landlord.

16. Public Taking. If all or substantially all of the Premises shall be sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. In the event that this Lease is terminated as hereinabove provided, Tenant shall not have any claim against Landlord for the value of the unexpired term hereof.

17. Default. If (a) default be made in the payment of the rent or any additional charge payable hereunder by Tenant, and such default shall continue for five (5) days after the date when such rent or charge is due, or (b) default be made in any of the other covenants or conditions herein contained on the part of Tenant and such default shall continue for thirty (30) days after written notice thereof shall have been give to Tenant, except that no notice of default shall be required in connection with any violations of this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant, except with the prior written consent of Landlord, or (d) if Tenant shall abandon or vacate the Premises or permit same to become vacant, or (e) if Tenant shall make any general assignment or arrangement for the benefit of creditors, file (or have filed against it) a petition to have Tenant adjudged a bankrupt or for reorganization under any law relating to bankruptcy (unless, in the case a petition is filed against Tenant, the same is dismissed within sixty (60) days), or if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located upon the Premises (or of Tenant's interest in this Lease) or if the same are taken by judicial process (unless possession is not restored within sixty (60) days), then, in any of the above-described events, Tenant shall be in breach of this Lease and Landlord shall have the rights and remedies herein referred to and/or provided by law, including the right to immediate possession and to accelerate the rent due for the term hereof. If Tenant shall fail to pay rent or any other amount due to Landlord hereunder, Landlord will be entitled, in addition to any other available remedies, to interest on the unpaid amount at the rate of one and five percent (1.5%) per month from the date such payment was due, compounded monthly.

18. Termination. Upon the termination of this Lease, by expiration or otherwise, Tenant shall surrender the Premises to Landlord in as good condition and repair as when delivered by Landlord, ordinary wear and tear and damage by insured fire and other casualty only excepted. Upon termination Tenant shall deliver to Landlord all keys and identification or access cards furnished by Landlord during the term hereof.

19. Limitation of Remedies. In the event of a sale or conveyance by Landlord of the Premises or any part of the Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This lease shall survive any sale or conveyance by Landlord of the Premises or any part of the Premises.

20. Assignment and Subletting. Tenants shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all the Premises without Landlord's prior written consent and shall not permit any transfer of its interest in the Premises by operation of law.

21. Compliance with Laws; Hazardous Substances. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated. Tenant shall not allow any hazardous or toxic substances to be present upon the Premises. Any hazardous or toxic substances permitted to be used by Tenant upon the Premises hereunder shall be used and disposed of in accordance with applicable laws and shall be removed from the Premises by Tenant upon the expiration or earlier termination of this Lease.

22. Subordination; Estoppel Certificate. This Lease is and shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed on or against the land and buildings or either thereof, of which the Premises are a part, or on or against Landlord's interest or estate therein. Tenant shall at any time, upon not less than ten (10) days after the giving of written notice by Landlord, execute, acknowledge and deliver to Landlord or to such person designated by Landlord, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, nor any offsets, counterclaims or defenses to the Lease on the part of Tenant, or specifying such defaults if any are claimed, and (iii) certifying as to any other matters as may be reasonably requested by Landlord. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

23. Notices. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by United States certified or registered mail, postage prepaid. Notices and demands to Tenant shall be addressed to it at the Premises, or to such other place as the Tenant may from time to time designate in a written notice to the Landlord. Notices and demands to the Landlord shall be addressed to it at the address indicated in Section 1.1, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to the Tenant. All notices shall be deemed given on the date of such delivery or mailing.

24. Binding Effect. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all the terms of this Lease or shall have rights hereunder whatsoever.

25. Rent Covenant. The covenant to pay rent is hereby declared to be an independent covenant on the part of Tenant to be kept and performed, and no offset shall be permitted. Tenant's covenant to pay such rent shall survive the termination of this Lease.

26. Time of Essence. Time is of the essence.

27. Insurance by Landlord: Landlord shall obtain, at Landlord's expense, beginning on the date that Tenant exercises its right of access to the Premises pursuant to Section 1.4 of the lease agreement, and shall maintain through the expiration or termination of this Lease, the following insurance coverage:

(a) Comprehensive. A comprehensive policy of coverage containing fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord insuring the Premises and all appurtenances thereto for the full insurable replacement value thereof, with such deductibles as Landlord deems advisable. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover the loss or damage to Tenant's personal property and for all other costs, including relocation costs that might be associated with a casualty to the Premises. Subrogation against Tenant is waived by Landlord if, and only if, the commercial property coverage policy,

obtained by Landlord, permits Landlord to waive subrogation by inserting such waiver of subrogation clause in a written agreement signed by both parties. Landlord is under no obligation to prepare any separate documents or agreements in order to affect a waiver of subrogation against the Tenant. If the waiver of subrogation clause in the lease is not effective to cause a waiver of subrogation under the terms of the applicable Landlord's commercial property policy, then Landlord is under no obligation to Tenant to cause a waiver of subrogation.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and guaranteed by their duly authorized representative(s) as of the day and year first above written.

Authentisign
Ombeni Emanuel
("Tenant")

By:
Name: Ombeni Emanuel
Title:

("Tenant")

By:
Name:
Title:

Authentisign
David Baehr
("Landlord")

By:
Name: David Baehr
Title: Authorized Member

Guaranty of Lease

For value received, and to induce the Landlord identified in the foregoing Lease to accept and to enter into the same with the Tenant identified therein, the undersigned ("Guarantor") hereby does unconditionally guarantee payment of and promise to pay or perform or cause to be paid to or performed for the benefit of the Landlord, the Obligations (as hereinafter defined), whenever the payment or performance of the Obligations shall become due under said Lease, or at the time the Tenant shall default thereunder or become the subject of any bankruptcy, reorganization, or insolvency proceeding. "Obligations": means all liabilities and obligations, whether existing now or in the future under and in accordance with the Lease including, without limitation, all rent, other charges, or sums advanced by Landlord, including, without limitation, any extensions, renewals, and deferrals thereof including interest thereon and all costs, expenses and reasonable attorneys' fees paid or incurred by the Landlord any time in attempting to collect any of the foregoing, to realize on any collateral securing any of the foregoing and to enforce this Guaranty, and including the amount of any payments made to the Landlord or another on behalf of the Tenant which are received from the Landlord by a trustee, receiver, creditor, or other party pursuant to applicable federal or state law.

Guarantor hereby agrees that his liability under this Guaranty shall not be affected or reduced by the following (any or all of which may be done or omitted by the Landlord without notice to any Guarantor or any other person and regardless of whether the Obligations or any collateral or security therefor be increased or decreased thereby): (i) the Landlord's acceptance, release, or impairment of any security or collateral securing the obligations or its release of any Guarantor or obligor thereon; (ii) the Landlord's compromise, settlement, surrender, release, discharge, renewal, extension, modification, amendment, alteration, subordination, or indulgence with respect to or failure, neglect, or omission to collect or enforce, or to record, file, perfect, enforce, or exercise any liens or rights with respect to the Obligations or any security or collateral therefor any claims against the Tenant, any Guarantor or any other person liable directly or indirectly therefor; (iii) the assignment of the Lease, any portion thereof or right thereunder by the Tenant or any subletting of the Premises by Tenant, whether, full or partial, with or without the consent of Landlord, or any reorganization, merger, consolidation, or sale of all or substantially all of the assets of the Tenant; and (iv) the Landlord's action or failure to act at any time with respect to any other matter whatsoever, other than the Landlord's express written release or cancellation of the Guaranty as to the Guarantor.

Guarantor hereby expressly waives diligence in collection or prosecution, presentment, demand, or protest or in giving notice to anyone of protest, dishonor, default, nonperformance, or nonpayment or of the creation or existence of any Obligation or any security or collateral therefor or of the acceptance of this Guaranty or of deferrals of payments due under the Lease, advances or other charges thereunder, any other extensions of credit or of any matters described in the immediately preceding paragraph or any other matters or things whatsoever relating to the Obligations or any security or collateral therefor or to this Guaranty; provided, however, that Guarantor does not hereby waive the giving of notice of default to Tenant, as provided under the terms of the Lease, prior to collection upon this Guaranty.

Guarantor hereby agrees that the Landlord shall have the right to determine how, when and what, if any, application of payments and credits, whether received from the Tenant, any Guarantor, or any other party, shall be applied to any of the Obligations.

Guarantor hereby warrants and represents that he/she: (i) is sufficiently knowledgeable and experienced in financial and business matters to evaluate and understand the risks assumed in connection with the execution of this Guaranty; (ii) has had the opportunity to examine the records, reports, financial statements, and other information relating to the financial condition of the Tenant; (iii) has relied solely upon investigations of the Tenant's financial condition conducted by such Guarantor or such Guarantor's authorized representative in deciding to execute this Guaranty; (iv) Guarantor or his/her authorized representative shall continue independently to review, monitor, and investigate the financial condition of the Tenant while this Guaranty is in effect and Guarantor specifically relieves the Landlord of any duty, obligation, requirement, or responsibility of any nature whatsoever to advise Guarantor of any change in the Tenant's financial condition or of any default or other matter arising under or in connection with the Lease; and (v) if married, the Obligations are incurred in the interest of the Guarantor's marriage and family.

This Guaranty shall not be revoked by death, dissolution, merger, bankruptcy or insolvency of the Guarantor. This Guaranty shall inure to the benefit of the Landlord, its successors and assigns and to the holder and owner of any of the Obligations and shall be binding on the heirs, personal representatives, successors and assigns of each of the Guarantors. To the extent that any provision in or obligation under this Guaranty is invalid, illegal, or unenforceable, that finding shall not affect the validity, legality, and enforceability of any other provision or obligation in this Guaranty, which shall continue in full force and effect. This Guaranty shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Guarantor has executed this instrument as the binding act of the Guarantor, on this day 10/06/23.

GUARANTORS:

Authentisign

Ombeni Emanuel

Ombeni Emanuel, Individually

Commercial Lease Rules

1. Driveways shall be used only for ingress and egress to the Property and for temporary unloading only, not to exceed Five (5)-minutes. Driveways shall not be used for or any other purpose.
2. No equipment, personal property, trash, or other material shall be stored outside the Premises by the Tenant except in City of Sun Prairie or Tenant's refuse containers.
3. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises or the Building.
4. Tenant may not use areas outside of the Premises for business purposes without the express, prior written approval of Landlord, and any such approval may be withdrawn. In no event may any handbills, flyers, or other promotional material, be placed or distributed by or for Tenant outside the Premises.
5. Tenant shall take no action which would create any work stoppage, picketing, and interference with the occupancy of any other occupant of the Building.
6. Tenant shall not place any object upon the roof of the Building or any Common Area, nor shall Tenant walk or stand on the roof, nor shall Tenant puncture, drill, open, or otherwise penetrate the roof or exterior walls of the Building for any reason.
7. No radio, television, stereo, communication, or other antennae or systems shall be installed in or on the Premises, or Building without the express, prior written consent of the Landlord.
8. Tenant shall not cause or permit any excessive noise, vibration, light, odor, or other conditions or effects to emanate from the Premises. Tenant shall not cause or permit any nuisance to remain upon the Premises.
9. All deliveries or shipments of any kind, to or from the Premises, shall be made by of Landlord-approved location and route and only at such times as are designated for such purposes by the Landlord. If no such location, routes, or times are designated, then Landlord may adopt such location, routes, and times later and until then Tenant shall coordinate deliveries and shipments in such a manner as to not disturb Landlord and other occupants of the Building.
10. Landlord provides no security protection to Tenant. Tenant is solely responsible for security for its property and persons. Tenant shall undertake such security measures as Tenant deems proper for its property and persons.
11. Tenant shall maintain and keep clean and free of dirt, grease, oil, rubbish, and debris the interior of the Premises and, the areas immediately adjoining the Premises.
12. Tenant shall dispose of all trash, rubbish, refuse, boxes, and debris only in such receptacles as are maintained for that purpose by the municipality or vendor responsible for collecting trash. Tenant shall pay for trash collection services unless otherwise paid for by the Landlord.
13. Tenant shall not burn anything in or about the Premises, the Building, or grounds.
14. Except as permitted by the express terms of particular leases, other than service animals for people with disabilities, no animals of any kind may be brought or kept on the Premises by Tenant or its employees, customers, or invitees.

Landlord may amend these rules at any time and from time to time and may adopt additional rules.