

Contract #379

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0456

Multi Year:

Amount \$0.00

Contract Type:

Services

Contractor's Name:

Metra Café

Contractor's AKA:

Execution Date:

9/17/2007

Termination Date:

9/30/2010

Renewal Date:

9/30/2010

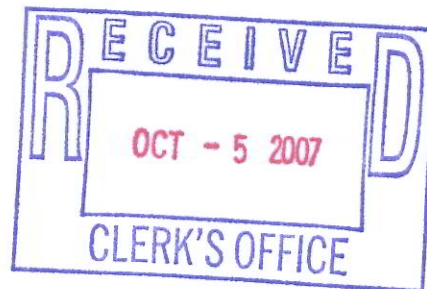
Department:

Administration/Village Manager

Originating Person:

Ellen Baer

Contract Description: Concession Services at 143rd Street Metra Station



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

October 4, 2007

Mr. Tom Democopoulos
Metra Café
c/o Plaza Café
9642 W. 143rd Street
Orland Park, Illinois 60462

RE: *NOTICE TO PROCEED*
143rd Street Metra Station Concessions 2007-2010

Dear Tom:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of October 4, 2007.

Please contact Ellen Baer at 708-403-6158 to arrange the commencement of the work.

For your records, I have enclosed one (1) original executed contract dated September 17, 2007 in an amount of six (6%) percent of gross sales to be paid to the Village. If you have any questions, please call me at 708-403-6173. Best of luck to you.

Sincerely,



Denise Domalewski
Contract Administrator

cc: Ellen Baer



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

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VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

September 17, 2007

Mr. Thomas Demacopoulos
Demo Enterprises, Inc.
c/o Plaza Café
9642 W. 143rd Street
Orland Park, Illinois 60462

NOTICE OF AWARD – 143rd Street Metra Station Concessions 2007-2010

Dear Mr. Demacopoulos:

This notification is to inform you that on July 16, 2007, the Village of Orland Park Board of Trustees approved awarding Demo Enterprises, Inc. the contract in accordance with the proposal you submitted dated June 8, 2007, for 143rd Street Metra Station Concessions. **You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by September 27, 2007.**

1. Enclosed is the Contract for 143rd Street Metra Station Concessions. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute and date the Contract and one original executed Contract will be returned to you.
2. **Submit a Certificate of Insurance** from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum **and endorsement for the additional insured status**. I need to have a copy of the actual additional insured endorsement. The Certificate of Insurance you submitted with the proposal is missing Excess Liability. I've enclosed for your reference a copy of the Insurance Requirements form that you signed and submitted. We are requesting at least \$1,000,000 of umbrella coverage. We will waive the Waivers of Subrogation requirements. **Please have this faxed to my attention at 708-403-9212 for my review before sending the original.**
3. Please resubmit the Equal Employment Opportunity Certification. The certification submitted with the proposal was not attested to.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski
Contract Administrator

VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this 17th day of September, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and ~~Demo Enterprises, Inc.~~ **METRA CAFE, INC** (hereinafter referred to as the "VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal submitted by Vendor on June 8, 2007 to the extent it does not conflict with this contract.

All Certificates required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Re: 143rd Street Metra Station Concession Services

Vendor shall furnish and maintain, at its own cost and expense, in good, usable condition, a sufficient amount of equipment and supplies in order to carry out the activities and operation of its concession services and shall maintain such equipment in a clean, orderly and inviting condition satisfactory to the Village. Vendor shall maintain the concession area and all personal property located therein in a clean, neat, orderly, and safe condition, including all fixtures for customer's convenience, and including without limitation, collection and proper disposition of trash in receptacles.

Operations

The Vendor shall operate the concession stand from 5:00A.M. to 8:45A.M., Monday through Friday, except holidays. Additional hours may be requested by Vendor during the term of the agreement.

Vendor shall have available for sale, at a minimum, the following items: non-alcoholic beverage items, pastries and personal sundries for the use of commuters.

Vendor provision of beverages and pastries shall be consistently high in quality and shall at all times be sanitary, orderly and sufficient to meet public demand. Village of Orland Park Health Department standards must be met.

Vendor shall not sell or permit to be sold, used or brought upon the licensed locations under Vendor's control any intoxicating or alcoholic beverages.

Vendor shall employ and train, at vendor's own cost and expense, a sufficient number of qualified personnel, and agrees that the services provided by such personnel to the public shall be provided in a courteous, businesslike and efficient manner.

Areas of Maintenance and Sanitation – The Vendor will be responsible for the maintenance and sanitation of the concession facilities and the surrounding areas.

(hereinafter referred to as the "WORK") and the VENDOR agrees to pay the VILLAGE a fee of 6% of gross sales (hereinafter referred to as "Fee"). Gross sales shall be the cash register amount of all sales made, with no off-set for ingredients or items purchased or costs of operation of the concession facility.

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence on October 1, 2007 and continue expeditiously through September 30, 2010. The term of this agreement shall be three (3) years commencing on the date of contract signing, with the option to renew the contract for two (2) additional one-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract.

The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of

any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Vendor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Vendor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The VENDOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return

receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the VENDOR:
Thomas Democopoulos
~~Demo Enterprises, Inc. c/o Plaza Cafe~~ **METRA CAFE, INC.**
9642 W. 143rd Street
Orland Park, Illinois 60462
Telephone: 708-349-9009
Facsimile:
e-mail:
SS#/Tax ID# 328-60-1896

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: VENDOR shall comply with all of the requirements of the Contract Documents including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: _____

Print Name: _____

Its: _____

Date: _____

[Signature]
Robert J. Zales, Jr.
Village Manager
9-28-07

FOR: THE VENDOR

By: _____

Print Name: _____

Its: _____

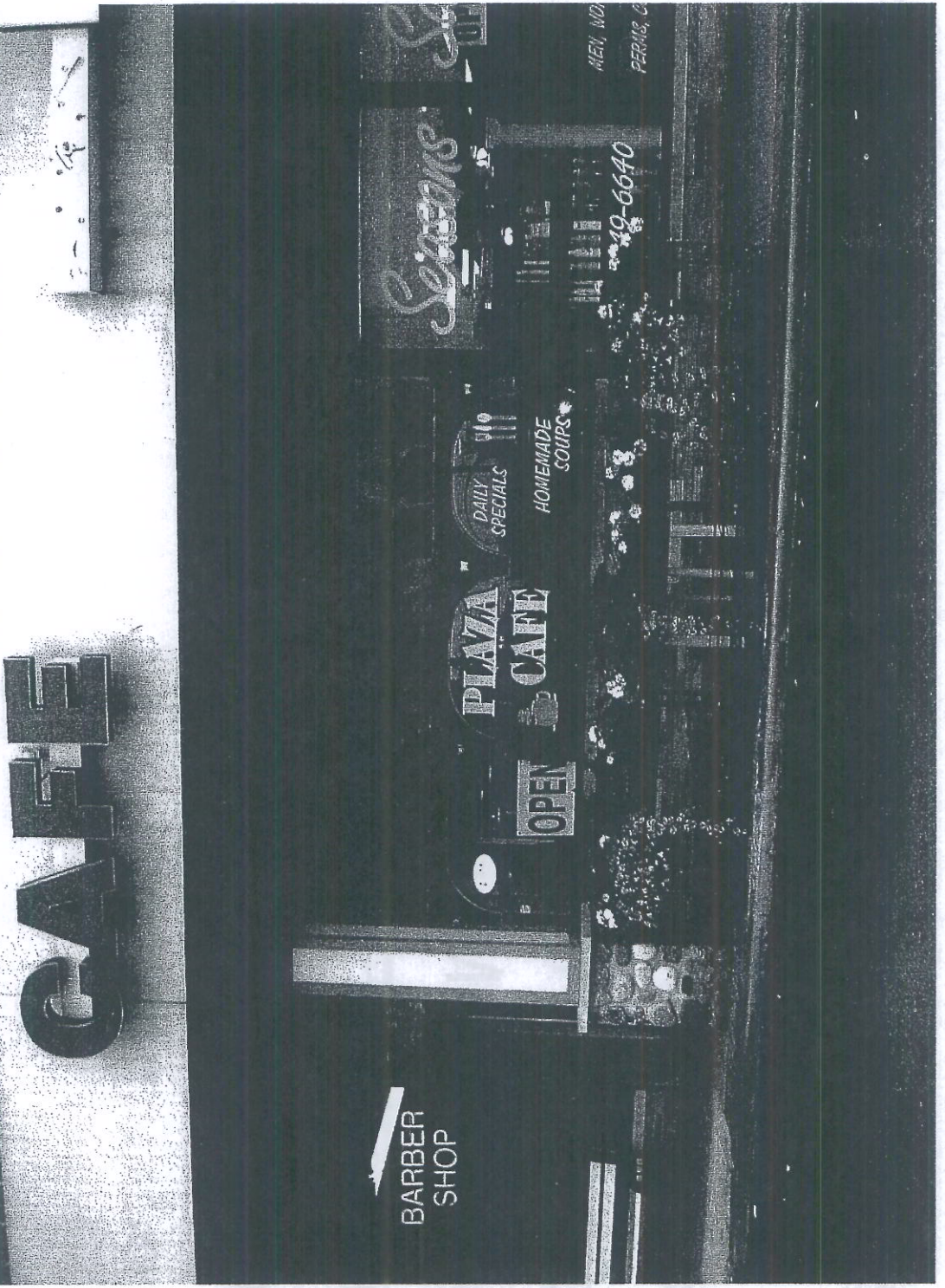
Date: _____

[Signature]
Tom Demarewski
PRESIDENT
9/27/07

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

Plaza Café Choo Choo Stop



Why Plaza Café Choo Choo Stop?

- Community Supporter
- Local Business Owner
- Innovative Menu Ideas
- Sanitation Focused
- Research Based Offerings

Choo Choo Menu

• Coffee	\$2.00	• Pastries	\$2.00
• Hot Cocoa	\$2.00	• Muffins	\$2.00
• Hot Tea	\$2.00	• Bagels	\$1.50
• Soft Drinks	\$1.50	• Cookies	\$1.00
• Water	\$2.00		
• Gatorade	\$2.00	• Breakfast Sandwiches	\$3.00
• Energy Drinks	\$3.00	• Grab and Go	
• Juices	\$2.00	• Assorted Lunch Kits	\$7.00

What Consumers Eat: Fastest Growing Items

Food and Beverages Annual Eatings Per Capita for Breakfast

	1995	2001	% Chg
Cereal/Breakfast Bars	8.9	12.6	42%
Carbonated Soft Drinks	3.8	5.2	37%
Bagels	8.7	11.0	26%
Yogurt	2.3	2.9	26%
Waffles	6.0	7.5	25%
Bananas	11.3	13.5	19%
Fruit Juice	47.4	54.2	14%

Regardless of where purchased, the fastest growing foods for breakfast are traditional items, indicating consumer desire for familiar fare. They are also highly portable items, driven by consumer need for convenience.

Taste Starts with a Flavor

Although 90% of SHOPPERS say they would order if their absolute favorite **dessert** was in the bakery case, our research indicates that patrons are also prone to choosing their favorite **flavors when ordering a dessert...**

It takes **only four flavor profiles** to appeal to **88% of shoppers** which will dramatically increase the likelihood ONE dessert in your case will appeal to your customer.

It's no wonder then, that these four flavors consistently rank as the highest selling and most often menued flavors in a gourmet bakery.

SELECT FROM FOUR FLAVORS



CHOCOLATE



CITRUS



FRUITS & NUTS
Includes apple,
carrot, pecan



CHEESECAKE

AM OFFERINGS

Bakery Case

Sweet Treats

Chocolate Chip Cookie

Oatmeal Raisin Cookie

Blueberry Buckle

Fabulous Chocolate Chunk Brownie

Dutch Apple Crumb Cake

Muffins

Pastries

English Toffee Cookie

Cinnamon Batons

Toffee Almond Bar

Apple Cinnamon Oat Bar

Cheesecake Brownie

Croissants

Danish

Plain

Asiago Jalapeno

Cinn-Raisin

Dutch Apple

Everything

Sesame

Bagel & Cream Cheese

Bagel w/ PB & Jelly

Half Dozen

Bakers' Dozen

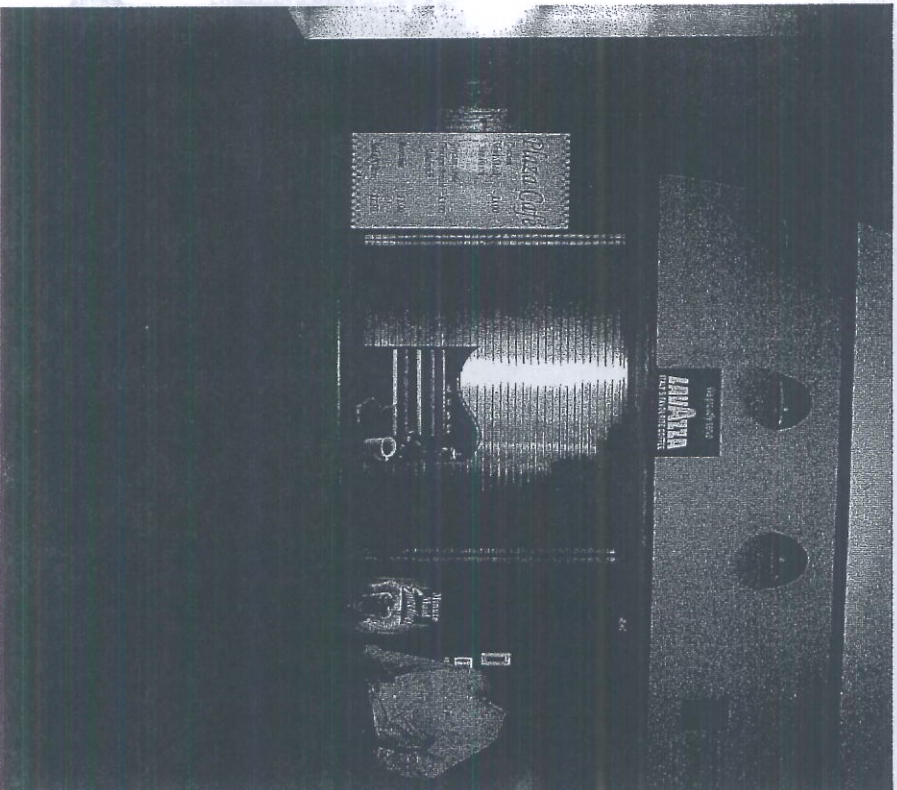
Half-Dozen Bundles

Bakers' Bundles

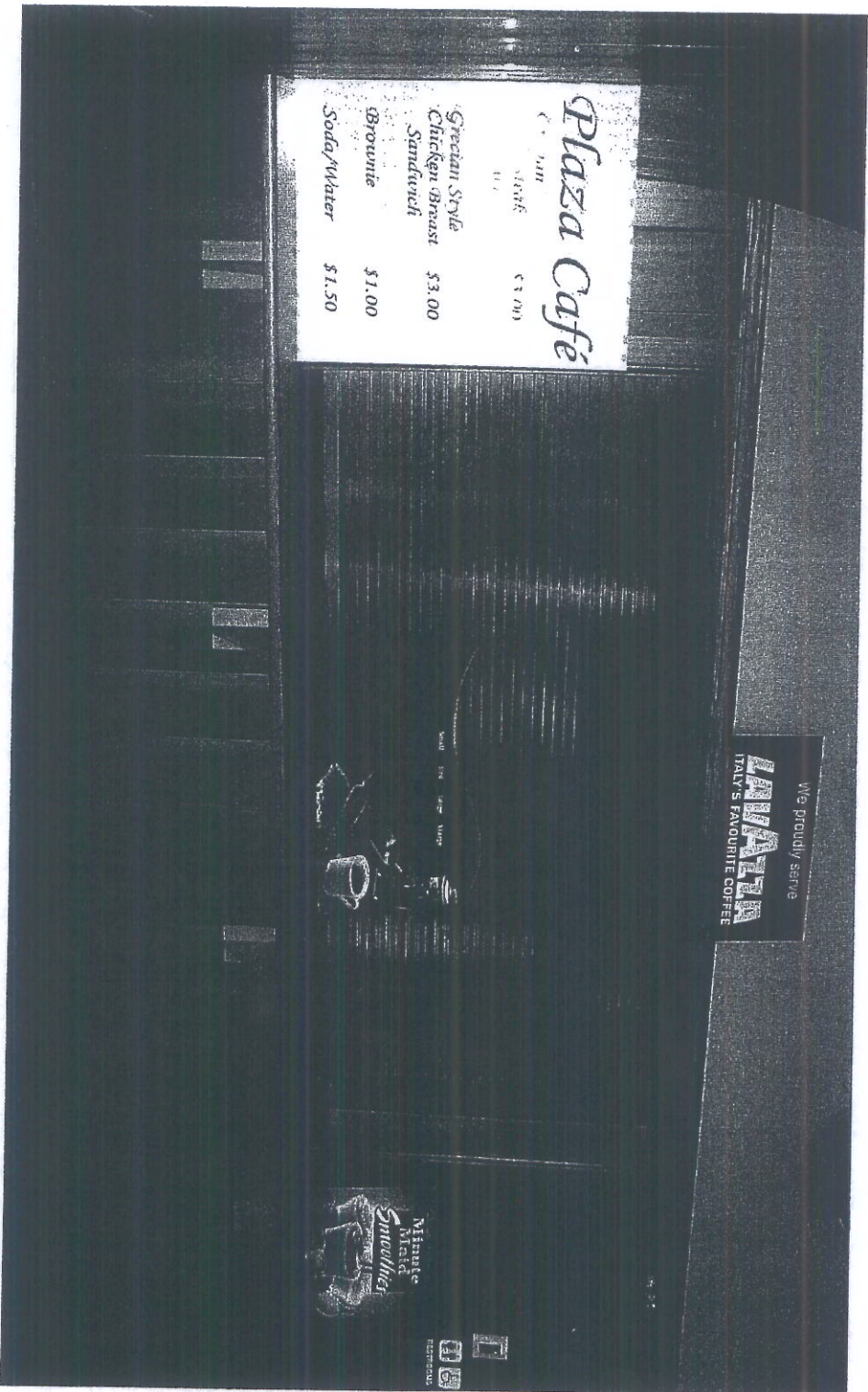


Exterior Shot

- Location will look Clean and Inviting



Innovative Convenience



Fully Insured



Society EPLI— Your Best Defense Against Employee Claims.

In today's litigious business climate, an employer can't be too careful. After all, businesses large and small can be hit at any time by damaging claims or lawsuits. Let the Society® EPLI program keep you covered with such features as:

EPLI Program Features

- Manifestation trigger—not claims made
- Retention limits starting at \$1,000
- An optional 10 percent co-payment
- Coverage limits from \$500,000 to \$1,000,000
- Coverage for broadly defined wrongful employment practices
 - No exclusion for sexual harassment
 - No exclusion for retaliatory action against "whistle-blowers"
 - No exclusion for violations of employment-related law

Take cover from employee claims with EPLI coverage from Society. For more information, call 888-5-SOCIETY (888-576-2438) for the independent Society agent near you.



150 Camelot Drive
P.O. Box 1029
Fond du Lac, WI 54836-1029
888-5-SOCIETY (888-576-2438)
societyinsurance.com

Member
Fond du Lac Insurance

This brochure contains only a general description of coverages and is not a statement of contract. All coverages are subject to the exclusions and conditions in the policy. For the name of your local independent insurance agent representing Society Insurance, call 888-5-SOCIETY (888-576-2438).

Certification

This information is submitted by the insured to the insurer for its use in connection with the insurance policy. It is provided for the insurer's use only and is not to be used for any other purpose. The insured warrants that the information is true and correct to the best of its knowledge and belief. The insured understands that the information is being provided to the insurer for its use in connection with the insurance policy and that the insurer may use this information for any purpose. The insured understands that the information is being provided to the insurer for its use in connection with the insurance policy and that the insurer may use this information for any purpose.

1. Proposed Named Insured:

2. Name of agent EPL insurer, limits and retroactive date (if any):

3. Show number of all employees at each such location including all affiliated companies. (Note: include all temporary, leased and seasonal employees, as well as officers, owners and partners who are active in the business.)

Location No.	Primary business activities	SIC Code	# Full-time Emp.	# Part-time Emp.	# Part-time Seasonal Emp.	# Part-time Seasonal Temp.
1						
2						
3						

(Note: If there are multiple locations within a state, show total employment for each state.)

4. Indicate total employment turnover during the last three years (in columns asking for terminations, show separate figures for voluntary and involuntary terminations):

# Full-time Employees hired	# Full-time Employees terminated (vol/invol)	# Part-time Employees hired	# Part-time Employees terminated (vol/invol)	# Full-time Employees to be hired	# Full-time Employees terminated (vol/invol)	# Part-time Employees to be hired	# Part-time Employees terminated (vol/invol)	Seasonal or temporary employees to be hired

5. Indicate current number of employees by length of employment: Less than 2 Yrs. 2-10 Yrs. Over 10 Yrs.

7. Indicate total number of charges filed with the EEOC or state agency, whether by current employees, terminated employees or employees not hired, over the last six years (indicate the primary allegation):

Discrimination	Allegation	Other	SP/FAIR Labor Standards Act Violation	Gender Discrimination of Am. with Sexual Harass.	Violation of Dist. Act	Other
0	0	0	0	0	0	0

8. With respect to litigated cases (including wrongful termination suits under state law other than anti-discrimination law) and EEOC/state agency charges over the last six years for which any additional fees or costs may be paid, please provide the following information, which must be currently valued:

Date of Occurrence	Claimant	Allegation (if applicable, see allegation number from Q. 7, above)	Damages Paid	Damages Reserved	Legal Expenses Paid	Legal Expenses Reserved

9. Describe all procedures for disciplining and terminating employees, including grievance or review procedures, and procedures for investigating employee complaints about working conditions, sexual harassment and pay disparities (if contained in manuals, then so state):

10. Provide names & positions of persons with whom any insured has written employment agreements:

11. Does any proposed insured or location plan to close any office or plant or sell any part of the business during the next twelve months? Yes No If yes, please explain:

12. Does management of any insured, at any location, plan to form any new businesses, open any new locations or acquire any new companies during the next twelve months? Yes No If yes, please explain:

13. Is management of any insured, at any location, aware of any facts, incidents or circumstances that may result in claims being made against any insured in the next twelve months? Yes No If yes, please explain:

Certification



State of Illinois 1696755
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

ERIC E. WHITAKER, M.D.
DIRECTOR

Issued under the authority of
The State of Illinois
Department of Public Health

EXPIRATION DATE	CATEGORY	ID NUMBER
07/25/2010	055	01331394

THOMAS C DEMACOPoulos
IS CERTIFIED IN FOOD SERVICE
SANITATION BY EXAM ON 07/25/05
ISSUED 09/03/05

BUSINESS ADDRESS

THOMAS C DEMACOPoulos
9140 S 86 COURT
HICKORY HILLS IL 60457

The face of this license has a colored background. Printed by Authority of the State of Illinois • 497 •

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

REMOVE THIS CARD TO CARRY AS AN
IDENTIFICATION

State of Illinois 1696755
Department of Public Health

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

THOMAS C DEMACOPoulos
IS CERTIFIED IN FOOD SERVICE
SANITATION BY EXAM ON 07/25/05
ISSUED 09/03/05

EXPIRATION DATE	CATEGORY	ID NUMBER
07/25/2010	055	01331394

BUSINESS ADDRESS

THOMAS C DEMACOPoulos
9140 S 86 COURT
HICKORY HILLS IL 60457-0000

FEE RECEIPT NO.

This isn't just a Cup of Coffee

CONQUEST

MODEL: D1000GT

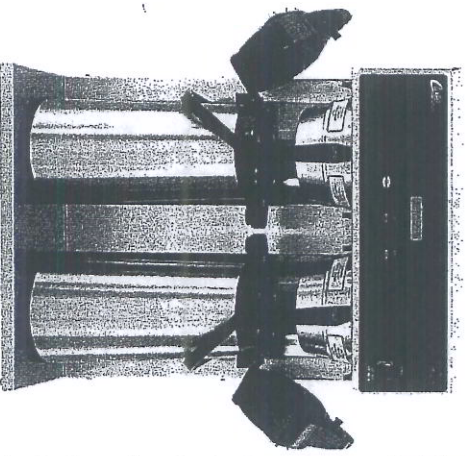
D1000GH

ITEM NO.

PROJECT

DATE

FEATURES AT A GLANCE



- **Precise "gourmet" control over all critical functions** — The G3 Digital Control Module provides you the expertise to brew premium gourmet coffee with ease.
- **Variable Dual Brewing System** — The two brew heads are easily programmed independently of each other.
- **Built-In Fine Tuning Brewing Modes** — Pre-infusion or pulse brew enhances extraction of gourmet coffee flavor. Cold water brew lock-out prevents brewing when water temperature is below set level.
- **Curtis' Exclusive G3 3-Year Warranty** — Provides 3 full years of protection on the digital control components.
- **Out-of-the-Box Operation** — Pre-programmed factory settings deliver ideal results.
- **Reliability you can depend on** — The Digital Control Module is encapsulated in high-tech polymer and is impervious to heat, steam and moisture.
- **Intuitive Scroll-Through Freedom Programming** — Large, brightly lit LED display communicates functions at a glance. Easily adjust time, volume, temperature, brew functions and more.
- **Hamper Resistant** — Changeable access code prevents unauthorized adjustment.
- **Easy-to-use** — Simple graphic design with color-coded buttons for all operating functions.
- **Saves Operating Costs** — Energy save mode automatically reduces energy consumption when brewer is idle.
- **Reduce Downtime** — G3 on-board self-diagnostics continually sense proper brewing operation. A Service Error Number and error code will be displayed in the one second service assistance is required.
- **Programmable Brewing Hamper** — Can be set to display your operation's name and message.
- **Quick and simple installation** — Standard 220VAC operation.
- **Thermopur** — Always keep coffee quality at the peak of freshness — High heat retention design maintains temperature without additional warming.

THU Independently programmable brewing heads **PLUS** your gourmet roast provides versatility, great taste and brewing simplicity... every time.

With the Curtis G3 Coffee Brewing System there is no need for complex brewing adjustments, unless you want them. The simple "scroll-through" programming on the oversized LED display allows you to effortlessly program the two brewing heads independently of each other. Easily set the brewers to your exacting standards, or use the Curtis' factory settings to deliver ideal results.

When you add it up, the Curtis G3 Airport Systems offer a host of features that are designed to optimize gourmet coffee's quality and flavor, while reducing maintenance and service. G3 features include... digital temperature and brew-by-volume control, pre-infusion and pulse brew technology, pH alerts, cold water brew lock-out, quality business timers, and much more. From traditional to gourmet roasts, this quarts a great cup of coffee, and increased profits. That's the bottom line.



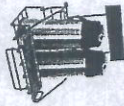
Find the Curtis G3 at www.curtiscoffee.com

- Brew Time plus
- Brew Temperature insure the finest cup
- Quality Never Understated

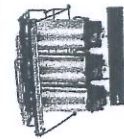
Volume Options

- Multiple Blends

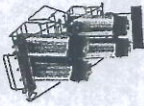
WIRE RACKS



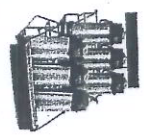
WR20



WR30

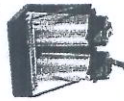


WR40

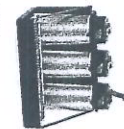


WR50

SOLID RACKS



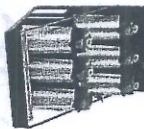
CR2-BLK



CR3-BLK



CR4-BLK



CR5-BLK

Airpot racks create remote coffee centers.

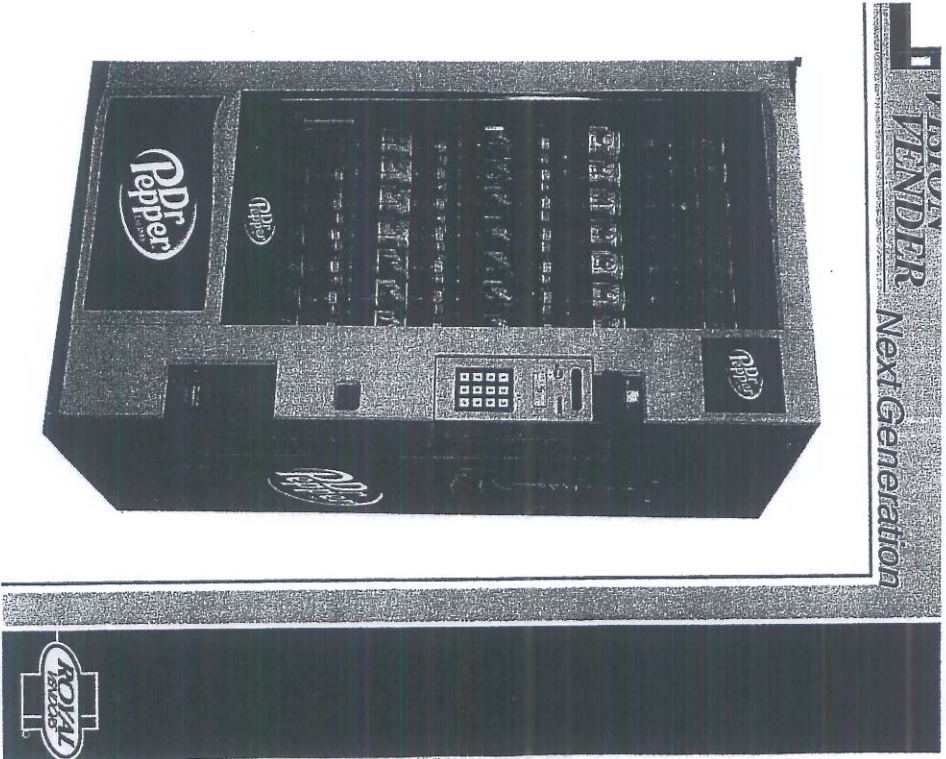
Add Curtis' Airpot Racks to your airpot program and quickly create remote coffee service centers. Compact design with integral drip tray holder and 3" high merchandising channel. Available in capacities for any service application.

Specifications	TLX422	TLX425	TLX530	CR2-TI	CR3-TPS
Capacity	24	24	30	24	24
Capacity for Airpot (top open)	12.5 TI	12.5 TI	15 TI	20 TI	20 TI
Height Case Hkts.	6	6	6	1	1
Shipping Wt.	30 lbs.	30 lbs.	34 lbs.	5 lbs.	4 lbs.
Case (Vol. Cu. Ft.)	1.00	1.00	1.43	.28	.25
Specifications (Airpot Racks)	Dimensions (WxDxH)		Ship Wt. (lbs)	Cabinet Vol. (ft.³)	
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	30 lbs.	11.5" x 11.5" x 11.5"	1.00
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	30 lbs.	11.5" x 11.5" x 11.5"	1.00
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	34 lbs.	11.5" x 11.5" x 11.5"	1.43
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	5 lbs.	11.5" x 11.5" x 11.5"	0.28
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	4 lbs.	11.5" x 11.5" x 11.5"	0.25
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	30 lbs.	11.5" x 11.5" x 11.5"	1.00
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	30 lbs.	11.5" x 11.5" x 11.5"	1.00
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	34 lbs.	11.5" x 11.5" x 11.5"	1.43
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	5 lbs.	11.5" x 11.5" x 11.5"	0.28
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	4 lbs.	11.5" x 11.5" x 11.5"	0.25
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	30 lbs.	11.5" x 11.5" x 11.5"	1.00
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	30 lbs.	11.5" x 11.5" x 11.5"	1.00
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	34 lbs.	11.5" x 11.5" x 11.5"	1.43
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	5 lbs.	11.5" x 11.5" x 11.5"	0.28
Version	11.5" x 11.5" x 11.5"	11.5" x 11.5" x 11.5"	4 lbs.	11.5" x 11.5" x 11.5"	0.25



WILSON CURTIS COMPANY, INC.
 6913 Acro Street, Menasha, WI 54950-5403
 Telephone: 800-421-5150 • 323-337-2300

24 Hour Service



- Situated On the Exterior of Location
- Cash Or Credit

Interior Service Units

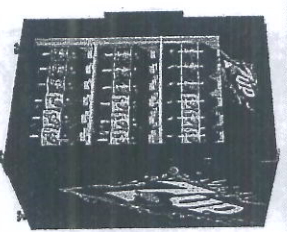
- All New and Inviting

Cadbury Schweppes

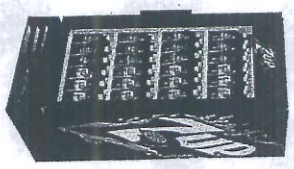
BOTTLING GROUP

Cadbury Schweppes Bottling Group

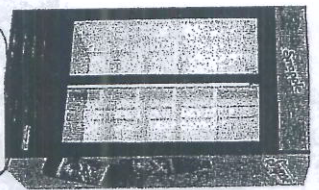
Having the right equipment stimulates impulse sales.



Counter Top Cooler
GDM 7



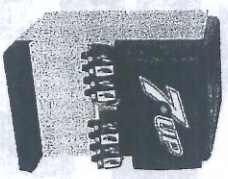
Single Door Cooler
GDM 12



Two Door Cooler
GDM 37



Frosty Pause Cooler



Post Mix
Dispenser

Model	GDM 7	GDM 12	GDM 32	GDM 118*	GDM 37	GDM 45	Frosty Pause Cooler	Endure 150
Type	Countertop	*Single Door	*Single Door	*Double Door	*Double Door	*Double Door	Barrel	Frontal Dispenser
Dimensions	24" x 24" x 33"	24" x 21" x 62"	30" x 29" x 78"	30" x 29" x 53"	43" x 29" x 78"	51" x 29" x 78"	33.5" x 19"	30" x 22" x 33"
Shelves	2	3	4	4	8	8	N/A	N/A
Total Capacity	112 (gross)	108 (gross)	360 (gross)	252 (gross)	480 (gross)	630 (gross)	72 (gross)	N/A
AMPS	4.5	5.0	7.8	5.8	8.9	9.2	N/A	N/A
Weight (w/Storage)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	220 lbs.
Weight (w/Storage)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	150 lbs.

*Capacity includes for single door models does contain

Name: **Brad Langbehn** Business Development Manager Cold Drink Department
 Phone: (708) 225-3019 bradlangbehn@ambotco.com Fax: (708) 596-5447

BRADY'S DRINKS

Beverage Options

Cadbury Schweppes

BOTTLING GROUP

Cadbury Schweppes Bottling Group is proud of the broadest portfolio of nationally recognized brands.

Carbonated Soft Drinks



New Age Beverages



Name: Brad Langbehn
Phone: (708) 225-3019

Business Development Manager
brad.langbehn@ambotco.com

Cold Drink Department
Fax: (708) 596-5447

- Rotating Selections
- Seasonal Offerings
- Limited Time Options

Summation

- We want to Service the Community and make Orland Park the Station of Choice in the South Suburbs
- When Do We Start?



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

65744155

September 20, 2007

Firm: Katie Zmuda
Contact Person: Katie Zmuda
Amount Charged to Credit Card: \$279.75

RE: METRA CAFE, INC.

Dear Sir or Madam:

It has been our pleasure to approve and place on record the Articles of Incorporation that created your corporation. We extend our best wishes for success in your new venture.

This document must be recorded in the office of the Recorder of the county in which the registered office of the corporation is located, as provided by section 1.10 of the Business Corporation Act of this State. For further information contact your Recorder of Deeds office.

The corporation must file an annual report and pay franchise taxes prior to the first day of its anniversary month (month of incorporation) next year. A pre-printed annual report form will be sent to the registered agent at the address shown on the records of this office approximately 60 days prior to its anniversary month.

Securities cannot be issued or sold except in compliance with the Illinois Securities Law of 1953, 815 Illinois Compiled Statutes, 5/1 et seq.. For further information contact the office of the Secretary of State, Securities Department at (217) 782-2256 or (312) 793- 3384.
Sincerely yours,

Jesse White
Secretary of State
Department of Business Services
Corporation Division
Telephone (217) 782-6961

FORM BCA 2.10 (rev. Dec. 2003)
ARTICLES OF INCORPORATION
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-9522
217-782-6961
www.cyberdriveillinois.com

Remit payment in the form of a cashier's check, certified check, money order or an Illinois attorney's or CPA's check payable to Secretary of State.

FILED: 09/20/2007 JESSE WHITE SECRETARY OF STATE

See Note 1 on back to determine fee

Filing Fee: \$150 Franchise Tax \$ 25.00 175.00 65744155 KAK

Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. Corporate Name: Melra Cafe, Inc.

The Corporate Name must contain the word "Corporation," "Company," "Incorporated," "Limited" or an abbreviation thereof.

2. Initial Registered Agent: Pedersen & Houpt, a professional corporation

	First Name	Middle Initial	Last Name
Initial Registered Office: <u>161 N. Clark Street, Suite 3100</u>			
	Number	Street	Suite No. (P.O. Box alone is unacceptable)
<u>Chicago</u>		<u>IL 60601</u>	<u>COOK</u>
	City	ZIP Code	County

3. Purposes(s) for which the Corporation is Organized:
If more space is needed, attach additional sheets of this size.

The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Paragraph 1 — Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Thereof
Common	100000	1000	\$ 1,000.00

TOTAL = \$ 1,000.00

Paragraph 2 — The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:
If more space is needed, attach additional sheets of this size.

(cont. on back)

ITEMS 5, 6 AND 7 ARE OPTIONAL

- 5. a. Number of Directors constituting the initial board of directors of the corporation: _____
- b. Names and Addresses of persons serving as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

Name	Address	City, State, ZIP

- 6. a. It is estimated that the value of the property to be owned by the corporation for the following year wherever located will be: \$ _____
- b. It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
- c. It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
- d. It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. Other Provisions: Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation (e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.).

NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)

8. The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated September 20, 2007
Month & Day Year

Signature and Name	Address
1. <u>Katie Zmuda, Incorporator</u> Signature Katie Zmuda, Incorporator Name (type or print)	1. <u>161 N. Clark Street, Suite 3100</u> Street <u>Chicago, IL 60601</u> City/Town State ZIP Code
2. _____ Signature Name (type or print)	2. _____ Street City/Town State ZIP Code
3. _____ Signature Name (type or print)	3. _____ Street City/Town State ZIP Code

Signatures must be in BLACK INK on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Type or print officer's name and title beneath signature.

Note 1 — Fee Schedule:

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state. (The minimum initial franchise tax is \$25.)
- The filing fee is \$150.
- The minimum total due (franchise tax + filing fee) is \$175.

Note 2 — Return to:

Pedersen & Hout
Firm name
Dennis Winkler
Attention
161 N. Clark Street, Suite 3100
Mailing Address
Chicago, IL 60601
City, State, ZIP Code

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of incorporation:
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

METRA CAFE, INC. (Corporate Seal)
Business Name

[Signature] TOM DEMETROPOULOS
Signature Print or type name

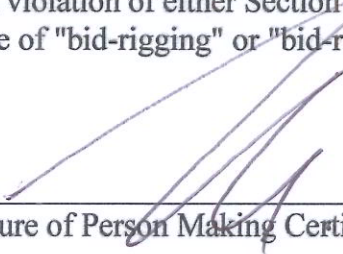
PRESIDENT 9/25/07
Title Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

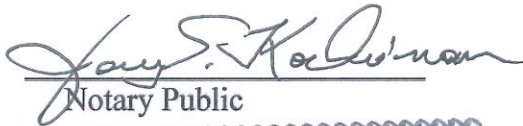
I, Tom DENACPOULOS, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)

of METRA CAFE, INC., the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any
unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the
Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or
of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 25 Day
of SECT., 2007.



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and

Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: _____

ATTEST: James S. Kahrman

DATE: 9-25-07



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

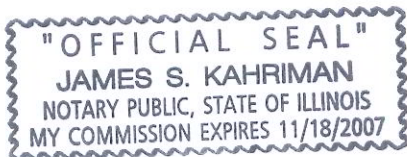
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Tom DEMETROPOULOS, having submitted a proposal for
METILA CAPS, INC (Name of Contractor) for
14310 STREET METILA CONCESSIONS (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before
me this 25 day of SEPT., 2007

James S. Kahrman
Notary Public



TAX CERTIFICATION

I, Tom Demacopoulos, having been first duly sworn
depose and state as follows:

I, Tom Demacopoulos, am the duly
authorized

agent for METRA CAFE, INC.,
which has

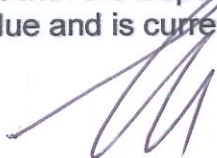
submitted a proposal to the Village of Orland Park for
143RD STREET METRA CONCESSIONS and I hereby certify
(Name of Project)

that METRA CAFE, INC is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:


a. it is contesting its liability for the tax or the amount of tax in
accordance with procedures established by the appropriate
Revenue Act; or

b. it has entered into an agreement with the Department of
Revenue for payment of all taxes due and is currently in
compliance with that agreement.

By: 

Title: PRESIDENT

Subscribed and Sworn to
Before me this 25
Day of SEPT., 2007





TAX CERTIFICATION

I, _____, having been first duly sworn
depose and state as follows:

I, Tom Demaerckx, am the duly
authorized

agent for DEMO ENTERPRISES, INC., which
has

submitted a proposal to the Village of Orland Park for
CONCESSION SERVICES FOR 143RD STREET METRA STATION and I hereby certify
(Name of Project)

that DEMO ENTERPRISES, INC. DBA PLAZA CAFE is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn to
Before me this _____
Day of _____, 200__

(SEE ATTACHED)

Illinois Department of Revenue ITR-1 Request for Tax Clearance

RECEIVED

JUN 04 2007

Read this information first

- Form ITR-1 will not be processed until all returns are filed and balances paid (including penalty and interest, if applicable).
- Allow at least 10 business days for processing of Form ITR-1.
- If you are selling or have sold your business assets, do not complete Form ITR-1, Request for Tax Clearance. You must complete Form CBS-1, Notice of Sale or Purchase of Business Assets.
- If you need assistance in completing Form ITR-1, you can contact us at 1 800 732-8866 or at the address listed below.

Step 1: Identify yourself or your business

1 Name: DEMO ENTERPRISES, INC. 9 Date business started in Illinois: 6 / 1 / 05
Month Day Year

2 Doing business as (DBA): PLAZA CAFE 10 Do you make retail sales in Illinois? Yes No

3 Street address: 9642 W. 143RD STREET 11 Do you maintain an office in Illinois? Yes No

City, state, ZIP: ORLAND PARK, IL 60462 12 Do you have employees in Illinois? Yes No

4 Telephone (include area code): (708) 349-9009 13 If this tax clearance is to be sent to a third party, provide the following:
 Name: _____
 In-care-of name: _____
 Address: _____
Number and street or post office box
 City, state, ZIP: _____

5 Federal Employer Identification number (FEIN): 202635158

6 Illinois Business Tax number (IBT no.): 3621-5775

7 Social Security number: 328-60-1896

8 Excise Tax License number: _____

Step 2: Check the taxes for which you are requesting tax clearance

- a Business income tax
 b Withholding income tax
 c Individual income tax
 d Excise tax. Specify tax type(s): _____
- e Retailer's occupation tax (including sales and use taxes)
 f Hotel/motel tax
 g Automobile renting tax

Step 3: Check the reason you are requesting tax clearance

- Real estate transaction
 Bank closing
 Required by a state other than Illinois
 Other. Please explain: Required by Illinois for RFP of CONCESSION Service

Step 4: Sign below

An owner or officer of the business requesting the tax clearance must complete this step. Signature stamps are not acceptable.
 Note: If you have been appointed as power of attorney for the taxpayer requesting this tax clearance, you must attach a copy of your power of attorney that specifically states your authorization in tax related situations. See Form IL-2848, Power of Attorney.

Signature: [Signature] Month Day Year: 6 / 1 / 07 Title: President
Title (i.e., president, owner, partner, individual)

Step 5: Send your request

 ILLINOIS DEPARTMENT OF REVENUE
 PROBLEMS RESOLUTION, (3-515)
 PO BOX 19014
 SPRINGFIELD IL 62794-8014 Fax: 217 785-2643

Official Use Only
 This is your approved tax clearance approved for the taxes identified in Step 2, boxes E, per your request. Note: This tax clearance does not preclude assessment for any liability for pending, current, or future taxes or liabilities that may be established by present or future audits conducted by the department.

Clerk ID: E76 Signature: Joni L Knorr Month Day Year: 6 / 5 / 07

This form is authorized as outlined by the Retailer's Occupation Tax Act and Income Tax Act. Disclosure of this information is REQUIRED. Failure to provide information could result in the denial of your request. This form has been approved by the Forms Management Center. IL-492-2867



Department of the Treasury
Internal Revenue Service
CINCINNATI OH 45999-0038

Date of this notice: JUNE 6, 2005
Taxpayer Identifying Number: 20-2635158
Form: Tax Period:

For assistance you may
call us at:
1-800-829-0115

019901.180866.0041.001 1 FP 0.352 372



HELPFUL HINT: FOR FASTER SERVICE,
TRY CALLING US ANY DAY EXCEPT
MONDAY WHEN OUR CALL VOLUMES
ARE HIGHEST.



DEMO ENTERPRISES INC
% THOMAS C DEMACOPOULOS
9140 S 86TH CT
HICKORY HILLS IL 60457-1704402

119901

NOTICE OF ACCEPTANCE AS AN S CORPORATION

WE HAVE ACCEPTED YOUR ELECTION TO BE TREATED AS AN S CORPORATION WITH AN
ACCOUNTING PERIOD OF DECEMBER BEGINNING APR. 5, 2005.

WE WOULD ALSO LIKE TO TAKE THIS OPPORTUNITY TO INFORM YOU OF YOUR TAX
OBLIGATIONS RELATED TO THE PAYMENT OF COMPENSATION TO SHAREHOLDER-EMPLOYEES OF
S CORPORATIONS.

WHEN A SHAREHOLDER-EMPLOYEE OF AN S CORPORATION PROVIDES SERVICES TO THE S
CORPORATION, REASONABLE COMPENSATION GENERALLY NEEDS TO BE PAID. THIS COMPENSATION
IS SUBJECT TO EMPLOYMENT TAXES.

TAX PRACTITIONERS AND SUBCHAPTER S SHAREHOLDERS NEED TO BE AWARE THAT REVENUE
RULING 74-44 STATES THAT THE INTERNAL REVENUE SERVICE (IRS) WILL RE-CHARACTERIZE
SMALL BUSINESS CORPORATION DIVIDENDS PAID TO SHAREHOLDERS AS SALARY WHEN SUCH
DIVIDENDS ARE PAID TO THE SHAREHOLDERS IN LIEU OF REASONABLE COMPENSATION FOR
SERVICES.

THE IRS MAY ALSO RE-CHARACTERIZE DISTRIBUTIONS OTHER THAN DIVIDEND DISTRIBUTIONS
AS SALARY. THIS POSITION HAS BEEN SUPPORTED IN SEVERAL RECENT COURT DECISIONS.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTION WE HAVE TAKEN, PLEASE
CALL US AT THE TELEPHONE NUMBER LISTED ABOVE. IF YOU PREFER, YOU MAY WRITE TO US AT
THE ADDRESS SHOWN AT THE TOP OF THIS NOTICE. IF YOU WRITE TO US, PLEASE PROVIDE YOUR
TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN RESOLVE YOUR
INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

RETURN THIS PART TO US WITH YOUR CHECK OR INQUIRY
YOUR TELEPHONE NUMBER BEST TIME TO CALL
()

200521

17953-538-03318-5

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0038

DEMO ENTERPRISES INC
% THOMAS C DEMACOPOULOS
9140 S 86TH CT
HICKORY HILLS IL 60457-1704402



261
SB



Illinois Department of Revenue

**Central Registration
101 W Jefferson St
Springfield, Illinois 62702
Phone (217) 785-3707**

DATE: 05/19/2005

**DEMO ENTERPRISES, INC. / PLAZA CAFE
9642 W. 143 RD ST.
ORLAND PARK , ILLINOIS 60462**

This letter will confirm your registration with the Illinois Department of Revenue for

RETAIL/SERVICE/USE TAX BUSINESS INCOME TAX WITHHOLDING INCOME TAX

Your Registration Number is 3621 5775

NUC-30-PC (R-5/92)
IL-492-0926

REFERENCES

(Please type)

ORGANIZATION Personal friend

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER 708 349-2334

CONTACT PERSON GEORGE SIMADINOS

DATE OF PROJECT _____

ORGANIZATION VILLAGE OF ORLAND PARK

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER 708 403-6234

CONTACT PERSON SOE WARNER

DATE OF PROJECT _____

ORGANIZATION ORLAND PARK BUILDING CORP.

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER 708 349-6800

CONTACT PERSON RON JOHNSON

DATE OF PROJECT (MY LANDLORD)

Proposer's Name & Title: Tom Demacopoulos (President)

Signature and Date:  6/5/07

INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be **specifically endorsed** to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a “Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s.” The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 25 DAY OF SEPTEMBER, 2007

Signature

Printed Name & Title

TOU DEMACOBUS (PRESIDENT)

Authorized to execute agreements for:

Name of Company

METRA CAPS, INC.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/28/2007
PRODUCER (630)369-0013 FAX: (630)369-2271 Professional Consultants, Inc. 3033 Ogden Avenue Suite #301 Lisle IL 60532		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 Thomas Demacopoulos Metra Cafe Inc, DBA: Metra Inc c/o Plaza Cafe, Demo Enterprises Inc 9750 W 143rd St Orland Park IL 60462		INSURERS AFFORDING COVERAGE INSURER A: Society Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

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'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GSP70021001	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP70021001	10/1/2007	10/1/2008	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 EA ACC AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UXL70021001	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC10702717	6/1/2007	6/1/2008	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THE VILLAGE OF ORLAND PARK AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES AND AGENTS NAMED BELOW ARE LISTED AS AN ADDITIONAL INSURED ON PRIMARY/NON-CONTRIBUTORY BASIS WITH RESPECTS TO ALL CLAIMS ARISING OUT OF OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED AT 143RD ST. METRA STATION CONCESSIONS.

CERTIFICATE HOLDER

VILLAGE OF ORLAND PARK
 ATTN: DENISE DOMALEWSKI
 14700 RAVINIA AVE
 ORLAND PARK, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY~~ FAILURE TO DO SO SHALL IMPOSE UPON THE INSURER THE LIABILITY OF ANY AND ALL THE INSURER'S AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
James Lakrman