



**INTER-OFFICE MEMORANDUM  
BOARD OF PUBLIC WORKS**

**DATE:** 08/05/2024  
**TO:** Chris Dressel, Community Investment  
Derek Erquhart, Fire Department  
Brad Rohrscheib, Police Department  
**FROM:** Theresa Heffner, Clerk [theffner@southbendin.gov](mailto:theffner@southbendin.gov)  
**SUBJECT:** **TRANSIENT MERCHANT LICENSE RENEWAL  
RECOMMENDATION**

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**APPLICANT:** Country Fresh Farms

**LOCATION:** 4640 S. St. Joseph St.

**DATE OF EVENT:** September 4<sup>th</sup>-5<sup>th</sup>, 2024

**PLEASE INSERT YOUR RECOMMENDATION IN THE APPROPRIATE FIELD BELOW, BASED ON THE FOLLOWING ORDINANCE CRITERIA (sec. 4-60):**

**Community Investment: Favorable recommendation**

**Police: Favorable recommendation**

**Fire: Favorable Recommendation**

LICENSE APPLICATION FOR – TRANSIENT MERCHANT  
MUNICIPAL CODE SECTION - 4-60

I. APPLICATION TYPE Check One: New  Renewal

II. BUSINESS DATA

A. Name of Event: Prime House Direct Truckload Meat Sale

B. Business Name: Country Fresh Farms

C. Business Address: 5081 Union St

City: Union City State: GA Zip: 30291

D. Mailing Address (if differs): 10 Celebration Way

City: Peachtree City State: GA Zip: 30269

E. Business Telephone Number: 904 217 9427

F. Business Fax Number: N/A

G. E-Mail Address: CFMeats\_ops@gmail.com

H. Indiana State Retailer License number: 0164546561

I. Proposed location where business will be conducted: Menards - 4640 S. St. Joseph St.

J. Description of building or premises to be used: Parking lot - take up about 4 spaces w/ 10x10 tent

K. Proposed Dates of Operation: \_\_\_\_\_

L. Proposed Hours of Operation: 8am - 7pm

M. Types of goods to be sold: USDA prepackaged frozen meat

N. Scales will be used in business transactions: Yes \_\_\_\_\_ No

If yes, please attach certificate from the Sealer of Weights and Measures.

O. Food will be served in ready-to-eat condition: Yes \_\_\_\_\_ No

P. Description of nature of proposed advertising: Facebook + Radio

For Office Use Only

Application Filed 8-1-2024 Public Works Approval \_\_\_\_\_

Application Fee Paid \_\_\_\_\_ License Fee Paid \_\_\_\_\_

Sent to Dept. \_\_\_\_\_ License Number \_\_\_\_\_

Police \_\_\_\_\_ Zoning \_\_\_\_\_ Fire n/a No Bldg.

Not Approved \_\_\_\_\_  
Reason \_\_\_\_\_

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

Elizabeth A. Maradik  
Elizabeth A. Maradik, President

Gary A. Gilot  
Gary A. Gilot, Member

Murray L. Miller  
Murray L. Miller, Member

Joseph R. Molnar  
Joseph R. Molnar, Vice President

Briana Micou  
Briana Micou, Member

Theresa M. Heffner  
Attest: Theresa M. Heffner, Clerk

Date: August 27, 2024

LICENSE APPLICATION FOR – TRANSIENT MERCHANT  
MUNICIPAL CODE SECTION - 4-60

II. BUSINESS DATA (Continued)

Q. Contact person to be responsible for customer complaints and available at least sixty (60) days following last date of business:

Contact's Legal Name: Harry Pearden  
Residential Address: 10 Celebration Way  
City: Peachtree City State: GA Zip: 30269  
Telephone Number: 904 217 9427

III. PERSONAL DATA (Applicant)

A. Applicant's Legal Name: Harry Pearden  
B. Residential Address: 10 Celebration Way  
City: Peachtree City State: GA Zip: 30269  
C. Residential Telephone Number: 904 217 9427  
D. Cellphone Number: 904 217 9427  
E. Position with business: Owner  
F. Social Security Number: [REDACTED]  
G. Gender: [REDACTED]  
H. Date of birth: [REDACTED]  
I. Race: [REDACTED]

IV. PERSONAL DATA (Owner, if differs)

A. Owner's Legal Name: \_\_\_\_\_  
B. Residential Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
C. Residential Telephone Number: \_\_\_\_\_  
D. Cellphone Number: \_\_\_\_\_  
E. Position with business: \_\_\_\_\_  
F. Social Security Number: \_\_\_\_\_  
G. Gender: \_\_\_\_\_  
H. Date of birth: \_\_\_\_\_  
I. Race: \_\_\_\_\_

**LICENSE APPLICATION FOR – TRANSIENT MERCHANT  
MUNICIPAL CODE SECTION - 4-60**

V. PERSONAL DATA (Additional Owner, if applicable)

- A. Owner's Legal Name: \_\_\_\_\_  
B. Residential Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
C. Residential Telephone Number: \_\_\_\_\_  
D. Cellphone Number: \_\_\_\_\_  
E. Position with business: \_\_\_\_\_  
F. Social Security Number: \_\_\_\_\_  
G. Gender: \_\_\_\_\_  
H. Date of birth: \_\_\_\_\_  
I. Race: \_\_\_\_\_

VI. INCLUDE \$5.00 PROCESSING FEE WITH APPLICATION

VII. INCLUDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL GROUP EVENT PARTICIPANTS.

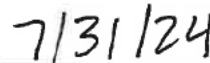
VIII. INCLUDE A CURRENT CERTIFICATE OF LIABILITY INSURANCE WITH THE CITY OF SOUTH BEND LISTED AS THE CERTIFICATE HOLDER.

IX. AFFIRMATION

I, hereby, certify and affirm that all of the information I have given in this application is true and accurate to the best of my knowledge. I further certify that I have in no way attempted to mislead the City in this application by omitting facts known to me. I understand that the completed application must be filed no later than thirty days before the planned event is to begin. I have read and understand the regulations of the Transient Merchant license found in the City of South Bend Municipal Code, Section 4-60.



Signature



Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>State Farm</b> JARED MULA STATE FARM 3101 TOWERCREEK PKWY SE STE 650 ATLANTA, GA 30339	CONTACT NAME: Natalie Wohlers PHONE (A/C, No, Ext): 770-874-3325 E-MAIL ADDRESS: NATALIE.WOHLERS.VAAZAV@STATEFARM.COM	FAX (A/C, No): 770-874-3306
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : State Farm General Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> COUNTRY FRESH FARMS INC / Prime House Direct 5081 UNION ST UNION CITY GEORGIA 30291		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	91-AP-G472-2	09/15/2020	09/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	C28-2151-A10-11A	07/10/2021	07/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000 COMP/COLL \$ 1,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N/A	91-EF-D903-7F	09/19/2020	09/19/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A N	1-MB-E823-8	07/24/2024	07/24/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of South Bend 227 W. Jefferson Blvd South Bend, IN 46601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>natalie wohlers</i>
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INDIANA DEPARTMENT OF REVENUE  
 100 N SENATE AVE  
 INDIANAPOLIS IN 46204-2253

**Indiana Department of Revenue**

Eric J. Holcomb, Governor  
 Bob Grennes, Commissioner



001538

COUNTRY FRESH FARMS INCORPORATED  
 10 CELEBRATION WAY  
 PEACHTREE CITY GA 30269-1094

FEIN 81-3701848  
 Taxpayer ID 0164546561  
 Letter ID L0005744003  
 Date Issued November 01, 2022



Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC), which shows your Taxpayer Identification Number (TID) and three-digit Location Number (LOC) as your LOC ID. Please make note of this number, as you will need to use it on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

**Note the expiration date on the certificate. Your RRMC will be automatically renewed if your account remains in good standing. However, merchants who have unpaid tax liability(ies) owed to DOR cannot renew their RRMC.**

All businesses are required to file and pay sales and/or withholding taxes online using INTIME, the Indiana Taxpayer Information Management Engine. If you have not already registered for INTIME, DOR's secure online system, you can register today using the Letter ID in the upper-right hand corner of this letter.

To create an online account, visit [intime.dor.in.gov](http://intime.dor.in.gov) and click "Sign up" on the right side of the screen. You will need your Taxpayer ID (FEIN, SSN, etc.) and Letter ID to complete the process.

You can review and maintain your business by managing your addresses and responsible officers from "Names & Addresses" menu on the "All Actions" tab in INTIME. If you need to close an account, you can do this from the "Close Business Tax Accounts" link under the "All Actions" tab in INTIME.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 232-2240, Monday through Friday 8 a.m. – 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

000000100000001133000139

# Limited License Agreement

Food Vendor  
Various Locations

This Limited License Agreement (“Agreement”) is made on March 19, 2024 between Menard, Inc. (“Licensor”) and Country Fresh Farms Inc. (“Licensee”).

## Parties

Licensor is a Wisconsin corporation engaged in the business of operating a chain of home improvement stores and is headquartered at 5101 Menard Drive, Eau Claire, Wisconsin. Licensor has retail stores at the locations described on Exhibit A attached hereto.

Licensee is a Georgia corporation doing business as Prime House Direct and engaged in the sale of USDA-approved frozen meats. Licensee’s address is 5081 Union St., Union City, Georgia 30269.

## Statement of Purpose

At each location described on Exhibit A, Licensee desires to use (i) an approximately 10’ x 10’ area on the sidewalk adjacent to the exit doors of Licensor’s retail store (each, a “Sidewalk Area”), and (ii) certain spaces in the parking lots located on Licensor’s parcels (each, a “Parking Lot Area”), to operate its business. (The Sidewalk Area and the Parking Lot Area at each given location are referred to herein collectively as a “Licensed Area”). Each Licensed Area will be designated by Licensor in writing following Licensor’s receipt of Licensee’s request to use a given store location.

Licensor is willing to grant Licensee a revocable, limited, non-exclusive license over the Licensed Area for the benefit of Licensee.

## Agreement

The parties agree to the following:

1. The term of this license (the “Term”) is Wednesdays through Saturdays from the date of full execution of this Agreement through December 31, 2024, unless terminated earlier by either party pursuant to this Agreement. No less than two (2) weeks in advance, Licensee shall submit to Licensor a list of the Licensed Areas at which Licensee desires to conduct its business during a given week of the Term (each, a “Sales Event”), and Licensor shall approve each such request at its reasonable discretion. **Licensee acknowledges and agrees that the Term does not include the weekend following Thanksgiving (including Friday), and that Licensee is not allowed to operate in any Licensed Area on said days.**
2. Licensor hereby grants to Licensee a non-exclusive limited license to enter upon the Licensed Area during the Term solely for the purposes of (i) installing a table and canopy on the Sidewalk Area and (ii) parking a box truck and installing a framed tent on the Parking Lot Area, for the sale of USDA-approved frozen meats (“Licensee’s Use”), and for no other purpose without the prior written consent of Licensor, which consent will be at Menard’s sole discretion. Licensee shall position its truck and tent in the applicable orientation indicated on Exhibit B. Licensee acknowledges and agrees that any and all activities conducted by Licensee or Licensee’s employees, agents, representatives or contractors will be solely at the risk of Licensee. Licensee acknowledges and agrees that Licensor will not provide utilities for Licensee’s use. During the Term, Licensor shall not lease or license any other space at any of the locations described on Exhibit A to any business engaged in Licensee’s Use, except for Brian Pittman or any related person or affiliated entity doing business as “Classic Steaks”.



The foregoing will not be construed to prohibit or restrict Licensor from selling products similar or identical to Licensee's products in and from Licensor's retail stores.

3. Licensee shall operate its business on the Licensed Area only during the hours of operation of Licensor's adjacent retail store, as follows: 6:30 a.m. to 10:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, Saturdays, and 8:00 am to 8:00 p.m. on Sundays, except holidays.
4. Upon Licensee's execution of this Agreement, Licensee shall pay a \$30,300.00 license fee to Licensor. Licensee shall pay additional license fees to Licensor as follows:

Due Date	Amount of License Fee
April 1, 2024	\$34,700.00
May 1, 2024	\$37,730.00
June 1, 2024	\$37,730.00
July 1, 2024	\$37,730.00
August 1, 2024	\$37,730.00
September 1, 2024	\$37,300.00

If any payment is made by credit or debit card, Licensee shall also pay a processing fee of 3% of the amount charged. The license fees will be allocated to each stop at a Licensed Area agreed on by the parties pursuant to Section 1 above, at the rates of \$500.00 for a Sales Event of one or two days, and \$950.00 for a Sales Event of three or four days. If the above license fee amounts are fully allocated before the end of the Term, Licensee will pay to Licensor in advance a license fee at the above rates for any additional stops. **At the expiration of the Term, Licensor shall retain all licensee fees paid by Licensor up to a total of \$190,000.00, whether or not such fees have been allocated. Any other unallocated license fees remaining upon the expiration of the Term will be refunded to Licensee within thirty (30) days thereafter.**

All freezers purchased by Licensee as promotional items for a Sales Event must be purchased from Licensor. On or before the first day of each Sales Event, Licensee shall purchase from Licensor a minimum of two (2) freezers with SKU 4535418 or 4535419, at the price posted at the time of purchase. All such purchases must be made through Licensor's website (menards.com) for pick up at Licensor's store adjacent to the location of said Sales Event. Freezers purchased by Licensee in excess of two (2) for a given Sales Event will be applicable to the freezer purchase requirement for a subsequent Sales Event. Licensee shall deliver a copy of the purchase receipt to Licensor on or before the commencement of the applicable Sales Event.

5. Upon Licensee's execution of this Agreement, Licensee shall pay to Licensor a security deposit in the amount of \$500.00, which will be held by Licensor. The security deposit will be refunded to Licensee if the Licensed Area is left in the condition called for by this Agreement. Notwithstanding the foregoing, Licensor has the right to apply and retain such portions of the security deposit as are necessary to remedy all amounts, liabilities, and obligations which Licensee assumes or agrees to pay or discharge pursuant to this Agreement. Upon termination, Licensor will return the security deposit, or provide written explanation of deductions, after receipt of a written request by Licensee.
6. Licensee shall be in default in the event that it:
  - a. fails in the payment of fees or fails in any other charge hereunder,
  - b. fails to comply with any other term or condition of this Agreement,

- c. fails to leave the Licensed Area clean and in the original or better condition at the end of the Term,
- d. makes an assignment for the benefit of creditors, or
- e. allows a lien to be filed against the Licensed Area.

In the event of any default, Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor. Licensor will charge Licensee a monthly delinquency charge of 1 1/2% per month (18% A.P.R.) on any rents or other charges to be paid by Licensee under this Agreement that are overdue and such charge will be paid by Licensee. In addition, Licensor shall also be entitled to receive from Licensee collection costs and attorney fees totaling not less than 15% of the unpaid balance if delinquencies are referred for collection. In the event that Licensee is in default under any other Agreement entered into between Licensor and Licensee, then Licensee shall also be in default under this Agreement and Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor. In any event, if this Agreement is terminated by Licensor, Licensee's obligation to pay rent and damages will not be terminated. Licensee's payment of any sum due hereunder will not be delayed, excused or forgiven due to any cause not specifically provided in this Agreement, including without limitation strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, pandemic, or governmental restrictions, laws or regulations.

- 7. Notwithstanding anything in this Agreement to the contrary, at its sole discretion each party will have the option to terminate this Agreement as to any or all Licensed Areas at any time with written notice to the other party. If this Agreement is terminated by Licensor without cause, Licensor will issue Licensee a refund for fees paid in advance. The refund will be pro-rated from the date of termination to the end of the month in which this Agreement was terminated. Licensor will issue the refund within 30 days from the date of termination.
- 8. Licensee will, without any cost to Licensor, provide all planning and arrangements for, and conduct the due diligence investigations and all of its associated physical preparations and activities for all activities on the Licensed Area. For all activities carried out on the Licensed Area pursuant to this license and this Agreement, Licensee will provide adequate security, personnel and management so that such activities will be carried out without damage to any property (including Licensor's property), injury to persons or impairment to the environment. Licensee will conduct all activities on the Licensed Area, and will cause its employees, agents, representatives and contractors to conduct their activities on the Licensed Area with due care for the health and safety of persons and the protection of property and the environment.
- 9. Licensee agrees not to cause or permit any lien to be filed against the Licensed Area and will indemnify and hold Licensor harmless from and against any and all such claims and liens arising out of the activities of Licensee, its employees, agents, representatives or contractors at or upon the Licensed Area.
- 10. Licensee will, at its sole cost, obtain and maintain in effect all licenses, permits, consents and authorizations of federal, state and local authorities which may be necessary, required or appropriate for all activities of Licensee and its employees, agents, representatives and contractors at or upon the Licensed Area.

11. Licensor makes no representations, warranties or covenants of any nature whatsoever regarding the condition of the Licensed Area or its suitability for the activities planned by Licensee. **Licensee understands that it will be operating its business at its own risk** and agrees that Licensor will not be required to undertake or exercise any duty of care or other safeguards with respect to the Licensed Area or for the safety of persons or for the prevention of damage to property in connection with any activities of Licensee or third parties on or about the Licensed Area.
12. Any equipment or facilities temporarily placed on the Licensed Area by or for Licensee will be installed, kept and maintained by Licensee in a sightly, safe and secure condition and in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders. All activities of Licensee and its employees, agents, representatives and contractors on and about the Licensed Area will be conducted in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders.
13. Licensee agrees to operate its business in good faith and in a professional, lawful manner, including without limitation in the areas of prompt and courteous customer service, employee hiring, training and supervision, grooming, cleanliness of the customer service area, proper food handling and food safety procedures, and the handling of any customer complaints. Licensee shall at all times maintain its facility in a neat, clean, and sanitary condition, free from waste or debris. Licensee shall adequately staff its facility during all business hours. Licensee shall require its employees and agents at all times to present a neat, clean and well-groomed personal appearance, and to conduct themselves in a courteous and professional manner in their interactions with both Licensee's and Licensor's customers. **Licensee agrees to take no action nor make any omission that will result in injury or damage to Licensor's reputation, business or property.** Licensee further agrees to abide by the policies, standards and practices (not in conflict with applicable laws and regulations) that Licensor may formulate from time to time for its store operations, including the following:

#### **Do's**

- Do adhere to dress code and present yourself in a professional manor, with regard to attire, personal hygiene, and appearance.
  - i) Business casual attire with dress pants (no leggings or lycra pants) of good condition (no rips or tears).
  - ii) Sandals/open-toed shoes, hats, or revealing clothing are not permitted.
- Do maintain a clean and professional workspace within the Licensed Area.
- Do treat all customers and retail team members with respect and professionalism
- Do remember: The most important customers are the ones who tell us "No." Always politely disengage.
- Do keep receipts for all purchases made within Licensor's store.
- Do focus conversations around the products and brands you represent.
- Do have an amazing attitude
- Do have fun and smile!

#### **Don'ts**

- Don't have food or drinks at the table. Bottled water is ok but must be kept out of view.
- Don't smoke, vape, or otherwise use tobacco products in or around the Licensed Area.
- Don't bring bags into the store with personal items. All such bags will be subject to inspection by Licensor upon entering or leaving the store.
- Don't use tables from store inventory.
- Don't engage customers outside of the Licensed Area or roam around Licensor's store.
- Don't engage in conversations that could be deemed inappropriate.
- Don't engage in confrontations with other vendors.

- Don't use ice breakers with customers.
- Don't continue to engage customers after you are told no or that the customer is not interested.
- Don't block access to or from Licensor's store.
- Don't physically touch customers except for handshakes and high-fives.
- Don't speak negatively of any other company or competitor.
- Don't use your cell phone in the Licensed Area, except for business purposes.

Examples of violations of this Section include, without limitation:

- a. Verbal, physical or other offensive, hostile or intimidating conduct toward any customer, vendor or employee;
- b. Sexual, racial or other harassment or disparagement of any customer, employee or vendor;
- c. Destruction or misappropriation of customer or Licensor property;
- d. Consumption or possession of alcohol or any illegal substance;
- e. Sleeping by Licensee's employees or agents on or around the Licensed Area; and
- f. Use of profane or abusive language.

**Licensor reserves the right to immediately terminate and cancel this Agreement, without notice, in the event of any violation of this Section 13 by Licensee.**

14. At all times during the Term, Licensee will keep the Licensed Area and everything thereon in a clean, safe and orderly condition and will keep the Licensed Area and its surroundings clean and free from trash, rubbish, waste and debris. Before expiration of the Term, Licensee will remove all materials, equipment, personal property and other items of any nature which were placed or brought upon the Licensed Area by or for Licensee, and Licensee will leave and surrender the Licensed Area in the same or better condition as it was at the beginning of the Term. If any repairs or restoration should be necessary in order to return the Licensed Area or any part thereof to such condition, such work will be promptly performed by Licensee, at its sole cost and to Licensor's satisfaction. If Licensee fails to so perform any such repairs or restoration, Licensor shall have the right to complete any remaining work and bill Licensee the full cost thereof.
15. Licensee will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Area by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensor's written consent. If Hazardous Substances other than those approved by Licensor herein are used, stored, generated or disposed of on or in the Licensed Area, or if the premises become contaminated in any manner for which Licensee is liable, Licensee will indemnify and hold harmless Licensor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney fees, consultant and expert fees) arising during or after the Term and arising as a result of such contamination by Licensee.
16. **Licensee will not drill holes or otherwise break the surface of the parking lot for any reason.**
17. At its sole cost, Licensee will procure Commercial General Liability Insurance and will maintain it in force and effect throughout the Term of this Agreement. This insurance will insure Licensor and Licensee from all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the conduct and operation of Licensee's business on the Licensed Area. This insurance will have minimum limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance will be the Primary Policy for any and all claims arising out of or relating

to Licensee's use of the Licensed Area. Any insurance held by Licensor will be used only to cover claim amounts in excess of the required limits of the Primary Policy. Prior to occupying the Licensed Area, Licensee will furnish Licensor with certificates showing compliance with this provision and naming Licensor as a primary and non-contributory additional insured. In addition, throughout the Term, Licensee will maintain worker's compensation insurance to the extent required by statute.

18. Licensee shall provide a copy of his or her driver's license, or other similar photo identification, to Licensor prior to beginning operations on the Licensed Area.
19. Licensee will be liable for, and will defend, indemnify and hold harmless Licensor, its shareholders, directors, officers, employees and agents, (collectively, the "Indemnitees") from and against any and all liability, claims, suits, judgments, damages, losses, costs and expenses (including costs of defense and reasonable attorney's fees), which any or all of said Indemnitees may suffer, incur, be exposed to, be responsible for or pay, on account of any injury to or death of any person, or damage to or loss or destruction of any property, to the extent caused by Licensee (or any of its employees, agents, representatives or contractors) and arising out of or in connection with this License or the exercise of any license or privilege herein granted or the conduct of any activity on or about the Licensed Area or any act or omission of Licensee (or any of its employees, agents, representatives or contractors).
20. This Agreement is an independent agreement between the parties hereto and it will not be deemed or construed to be an agreement to lease or purchase the Licensed Area.
21. Licensee shall not assign this Agreement or the license and privileges hereunder, or delegate any of the Licensee's duties and obligations hereunder without the prior written consent of Licensor and any attempted assignment or delegation without such prior written consent of Licensor will be void.
22. This Agreement will not become effective or binding unless and until it has been signed by or on behalf of each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronic transmission of this Agreement signed by either or both parties hereto will be considered to have the same legal effect as the original and will be treated in all manner and respects as if the original had been delivered at the time of such facsimile or electronic transmission.
23. Any notices, deliveries and other communications required under this agreement, and any other communication which either Licensor or Licensee may desire to deliver to the other, will be in writing and will be sent by first-class United States mail (postage prepaid), by nationally-recognized overnight courier, by facsimile transmission, or by electronic mail, in each instance directed, addressed and transmitted or sent as follows:

If to Licensor: Menard, Inc.  
Attn: Properties Division  
5101 Menard Drive  
Eau Claire, WI 54703  
Phone Number: (715) 876-2532  
Email: [realestate@menard-inc.com](mailto:realestate@menard-inc.com)

If to Licensee: Country Fresh Farms Inc.  
Attn: Harry Peaden or Clay Orr  
5081 Union St.  
Union City, GA 30269

Phone Number: (678) 895-3890 or (941) 284-7758  
Email: [CPeaden.ace@gmail.com](mailto:CPeaden.ace@gmail.com) or [clayo.cff@gmail.com](mailto:clayo.cff@gmail.com)

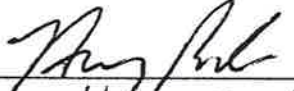
Either party may with like notice at any time and from time to time designate a different address to which notices will be sent. Such notices, demands or declarations will be deemed sufficiently served or given for all purposes hereunder at the time they will be sent by United States first-class mail, overnight courier, facsimile, or electronic mail as aforesaid.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, each of the parties hereto has caused this Limited License Agreement to be signed and executed on its behalf as of the day and year first above written.

Date: 3/19, 2024

LICENSEE: COUNTRY FRESH FARMS INC.

By: 

Print Name: Harry Pender

Title: Pres.

Date: 3/19, 2024

LICENSOR: MENARD INC.

By: 

Theron J. Berg  
General Manager Properties

**EXHIBIT A**  
**Licensor's Store Locations**  
**(7 pages)**

<u>Store #</u>	<u>City</u>	<u>State</u>
3380	WESTOVER	WV
3375	ELIZABETHTOWN	KY
3368	TRIADELPHIA	WV
3370	BARBOURSVILLE	WV
3374	APPLE VALLEY	MN
3371	KENT	OH
3369	FAIRBORN	OH
3372	ATHENS	OH
3367	PADUCAH	KY
3373	LOUISVILLE	KY
3365	COLUMBUS WEST	OH
3361	KANSAS CITY WEST	KS
3366	SOUTH BEND	IN
3363	TERRE HAUTE SOUTH	IN
3364	MENTOR	OH
3360	GRIMES	IA
3362	BLOOMFIELD HILLS	MI
3359	FLORENCE	KY
3336	NEW PHILADELPHIA	OH
3356	AMES	IA
3358	CLEVELAND	OH
3357	AVON	OH
3355	SPRINGFIELD WEST	MO
3344	SPRINGFIELD EAST	MO
3351	LAKE ORION	MI
3347	CUYAHOGA FALLS	OH
3346	SUN PRAIRIE	WI
3350	MT. VERNON	IL
3353	TAYLOR	MI
3354	BELLEVILLE	MI
3352	ROLLA	MO
3348	KIRKSVILLE	MO
3327	VERNON HILLS	IL
3117	HOMEWOOD	IL
3342	KANSAS CITY NORTH	MO
3335	INDEPENDENCE	MO
3343	OLATHE	KS
3340	HOLLISTER	MO
3341	BELTON	MO
3334	FARMINGTON	MO
3337	INDIANAPOLIS EAST	IN
3338	WEST BURLINGTON	IN
3333	BROOKLYN PARK	IL
3332	BRIDGEVIEW	IL



3326	RICHMOND HEIGHTS	MO
3331	LOVELAND	OH
3328	LAWRENCE	KS
3325	GILLETTE	WY
3320	WIXOM	MI
3329	JEFFERSONVILLE	IN
3322	ANN ARBOR	MI
3319	WARREN	MI
3321	PIERRE	SD
3330	WILLISTON	ND
3324	JAMESTOWN	ND
3317	KALAMAZOO EAST	MI
3316	WARREN	OH
3318	ST ANN	MO
3323	MELROSE PARK	IL
3289	POPLAR BLUFF	MO
3314	ROCHESTER NORTH	MN
3315	DAVENPORT	IA
3310	MANCHESTER	MO
3313	DICKINSON	ND
3309	RALSTON	NE
3308	LIVONIA	MI
3311	EVENDALE	OH
3307	PORT HURON	OH
3312	LEWIS CENTER	OH
3304	GARDEN CITY	KS
3287	CHEYENNE	WY
3303	EVERGREEN PARK	IL
3298	SCHERERVILLE	IN
3301	THREE RIVERS	MI
3306	O'FALLON	IL
3305	ST PETERS	MO
3302	CEDAR FALLS	IA
3300	NEW ULM	MN
3293	SPRINGFIELD SOUTH	IL
3299	CHESTERFIELD	MI
3296	MIAMISBURG	OH
3280	COLUMBUS EAST	OH
3291	TOPEKA	KS
3295	VIRGINIA	MN
3288	LAKE OZARK	MO
3286	CAPE GIRARDEAU	MO
3290	OWENSBORO	KY
3294	HOWARD	WI
3292	YANKTON	SD
3284	MARSHALLTOWN	IA
3285	MOLINE	IL
3282	GOLDEN VALLEY	MN
3283	LEBANON	IN
3281	DE PERE	WI

3277	DAVISON	MI
3279	SALINA	KS
3275	WICHITA EAST	KS
3273	COLUMBUS	OH
3269	BEMIDJI	MN
3270	MARSHALL	MN
3278	MANHATTAN	KS
3271	HAMMOND	IN
3276	WICHITA WEST	KS
3272	STERLING	IL
3268	EDEN PRAIRIE	MN
3274	FAIRFIELD TOWNSHIP	OH
3267	FREMONT	NE
3246	JEFFERSON CITY	MO
3262	QUINCY	IL
3264	SEDALIA	MO
3245	CHICAGO NORTH & KOSTNER	IL
3266	WARSAW	IN
3257	EVANSVILLE	IN
3265	SANDUSKY	OH
3263	COLUMBIA	MO
3256	ESCANABA	MI
3261	WAUKESHA	WI
3054	HERMANTOWN	MN
3255	CHILLICOTHE	OH
3254	LONG GROVE	IL
3258	MASSILLON	OH
3260	SCOTTSBLUFF	NE
3259	ONTARIO	OH
3253	HANOVER PARK	IL
3243	CASPER	WY
3240	TIPP CITY	OH
3244	CELINA	OH
3241	CLIO	MI
3252	JANESVILLE	WI
3242	TOLEDO NORTH	OH
3251	COLUMBUS	NE
3249	MACHESNEY PARK	IL
3250	FREEMPORT	IL
3234	LANCASTER	OH
3248	PEORIA	IL
3237	WASHINGTON	IL
3233	HASTINGS	NE
3028	COON RAPIDS	MN
3204	OREGON	OH
3247	SHEBOYGAN	WI
3232	PRINCETON	IN
3236	IONIA	MI
3230	ELKHORN	NE
3235	GALESBURG	IL

3135	MUSCATINE	IA
3231	PLATTEVILLE	WI
3091	IOWA CITY	IA
3520	HOLLAND	MI
3229	MOORHEAD	MN
3228	PORTAGE	IN
3227	RICHMOND	IN
3225	SOUTH HAVEN	MI
3222	MONTGOMERY	IL
3226	WEST MILWAUKEE	WI
3223	SAGINAW	MI
3211	ANTIOCH	IL
3224	BEAVER DAM	WI
3213	DETROIT LAKES	MN
3220	ST CROIX FALLS	WI
3022	OAKDALE	MN
3214	MARION	OH
3216	SIDNEY	OH
3221	MT PLEASANT	MI
3218	CREST HILL	IL
3212	BURLINGTON	WI
3215	MORRIS	IL
3206	HODGKINS	IL
3219	MARION	IL
3217	BELOIT	WI
3210	ST JOSEPH	MO
3209	BIG RAPIDS	MI
3088	CRESTWOOD	IL
3207	SPRINGFIELD NORTH	IL
3021	BURNSVILLE	MN
3016	WAUSAU	WI
3208	FORT WAYNE SOUTH	IN
3012	LA CROSSE	WI
3203	BUFFALO	MN
3511	WEST LAFAYETTE	IN
3202	SPENCER	IA
3205	ANTIGO	WI
3017	WEST ST PAUL	MN
3201	HOLLAND	OH
3198	CICERO	IL
3073	JOLIET	IL
3199	RED WING	MN
3197	TRAVERSE CITY	MI
3189	HOMER GLEN	IL
3200	KEARNEY	NE
3029	MILWAUKEE	WI
3194	NORTH PLATTE	NE
3181	ST PAUL MIDWAY	MN
3020	MARION	IA
3196	ANGOLA	IN

3195	FRANKLIN	WI
3193	WILLMAR	MN
3040	WATERLOO	IA
3191	WOODSTOCK	IL
3190	BARABOO	WI
3186	MICHIGAN CITY	IN
3192	SIOUX FALLS EAST	SD
3187	FINDLAY	OH
3183	ALEXANDRIA	MN
3188	BLAINE	MN
3185	OTTUMWA	IA
3060	FORSYTH	IL
3184	LIMA	OH
3074	WEST DULUTH	MN
3173	GERMANTOWN	WI
3068	OMAHA	NE
3182	PLAINFIELD	IL
3180	COLUMBUS	IN
3179	LINCOLN SOUTH	NE
3172	WINONA	MN
3178	BAY CITY	MI
3174	BLOOMINGTON	IN
3108	VALPARAISO	IN
3166	FORT WAYNE WEST	IN
3177	DUNDAS	MN
3176	EFFINGHAM	IL
3041	GRAND FORKS	ND
3515	MITCHELL	SD
3164	YORKVILLE	IL
3170	DEFIANCE	OH
3171	FISHERS	IN
3169	GREENWOOD	IN
3175	GLENDALE HEIGHTS	IL
3505	NAPERVILLE	IL
3160	DANVILLE	IL
3165	ANDERSON	IN
3523	MORTON GROVE	IL
3159	JOHNSON CREEK	WI
3167	CAMBY	IN
3161	JACKSON	MI
3162	MARINETTE	WI
3168	RHINELANDER	WI
3057	DUBUQUE	IA
3158	LANSING SOUTH	MI
3156	LAFAYETTE SOUTH	IN
3155	HUTCHINSON	MN
3025	OSHKOSH	WI
3157	LANSING WEST	MI
3508	BOLINGBROOK	IL
3153	ALTOONA	IA

3072	NORMAL	IL
3154	CAMBRIDGE	MN
3503	ELGIN	IL
3152	RICE LAKE	WI
3151	BATTLE CREEK	MI
3150	KALAMAZOO	MI
3149	WEST BEND	WI
3148	CARPENTERSVILLE	IL
3053	EAU CLAIRE EAST	WI
3145	SYCAMORE	IL
3146	KOKOMO	IN
3147	MARSHFIELD	WI
3142	FORT WAYNE EAST	IN
3131	MT PROSPECT	IL
3143	PEWAUKEE	WI
3144	WYOMING	MI
3050	MANKATO	MN
3055	BISMARCK	ND
3071	CRYSTAL LAKE	IL
3141	MANITOWOC	WI
3045	CLIVE	IA
3138	MUNCIE	IN
3140	WEST CHICAGO	IL
3139	SUPERIOR	WI
3065	SIOUX CITY	IA
3137	MAPLE GROVE	MN
3136	AVON	IN
3056	CHAMPAIGN	IL
3070	TERRE HAUTE	IN
3030	APPLETON WEST	WI
3134	FORT DODGE	IA
3043	RACINE	WI
3036	FARGO	ND
3133	RAPID CITY	SD
3042	CHERRY VALLEY	IL
3046	DES MOINES	IA
3132	ABERDEEN	SD
3130	PERU	IL
3510	MARQUETTE	MI
3032	OAK CREEK	WI
3129	STILLWATER	MN
3127	KENOSHA	WI
3504	MERRILLVILLE	IN
3128	FOREST LAKE	MN
3064	SIOUX FALLS WEST	SD
3013	ROCHESTER SOUTH	MN
3125	ELK RIVER	MN
3123	GREEN BAY EAST	WI
3114	COTTAGE GROVE	MN
3120	DOLTON	IL

3121	BATAVIA	IL
3092	CLYBOURN	IL
3119	FOX LAKE	IL
3115	ONALASKA	WI
3113	MINOT	ND
3011	EAU CLAIRE WEST	WI
3112	LINCOLN NORTH	NE
3109	BELLEVUE	NE
3111	APPLETON EAST	WI
3106	FOND DU LAC	WI
3105	CEDAR RAPIDS SOUTH	IA
3107	PLOVER	WI
3104	GRAND ISLAND	NE
3103	NORFOLK	NE
3102	MUSKEGON	MI
3101	COMSTOCK PARK	MI
3096	GOSHEN	IN
3098	MISHAWAKA	IN
3097	WATERTOWN	SD
3095	ELKHART	IN
3094	MASON CITY	IA
3093	BRADLEY	IL
3090	ANKENY	IA
3089	HUDSON	WI
3015	ST CLOUD	MN
3087	MATTESON	IL
3086	TINLEY PARK	IL
3084	INDIANAPOLIS SOUTH	IN
3085	GURNEE	IL
3083	CARMEL	IN
3082	COUNCIL BLUFFS	IA
3081	PEKIN	IL
3507	INTERNATIONAL FALLS	MN
F3058	MADISON WEST	WI
3385	MAPLEWOOD	MN
3052	WEST ALLIS	WI
3034	MONONA	WI
3018	FRIDLEY	MN

**EXHIBIT B**  
**Truck and Tent Orientations**

