

AGENDA
THE CITY OF ST. CHARLES CITY
GOVERNMENT OPERATIONS COMMITTEE MEETING
MONDAY, NOVEMBER 17, 2025
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. **Call to Order**
2. **Roll Call**
3. **Administrative**
4. **Omnibus Vote. Items with an asterisk (*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
5. **Information Technology**
 - *a. Recommendation to approve a **Resolution** authorizing an agreement with Gartner Consulting for information technology research and consulting services for \$51,146.
6. **Police Department**
 - a. Recommendation to approve a proposal for a D-1 Liquor License Application for Hilton Garden Inn, located at 4070 E Main St, St. Charles.
 - b. Recommendation to approve a proposal for a C-1 Liquor License Application for Centauro, Inc., dba Playa, located at 2061 Lincoln Highway, St. Charles.
 - c. Recommendation to approve a proposal for a Massage License Application for Carrie Ann’s Wellness, located at 150 S Kirk Rd Suite 107, St. Charles.
7. **Finance Department**
 - *a. Budget Revisions – October 2025
 - b. Discussion regarding the recommended 2025 Property Tax Levies for Special Service Areas.

- 8. City Administration**
 - a. Council Initiatives – Development, Housing & Zoning
- 9. Public Comment**
- 10. Additional Items from Mayor, Council or Staff**
- 11. Executive Session**
 - Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
 - Property Acquisition – 5 ILCS 120/2(c)(5)
 - Collective Bargaining – 5 ILCS 120/2(c)(2)
 - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
 - Personnel – 5 ILCS 120/2(c)(1)
- 12. Adjournment**

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TTY), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *5a
	Title:	Resolution authorizing an agreement with Gartner Consulting for information technology research and consulting services for \$51,146	
Presenter:	Larry Gunderson, Director of Information Technology		
Meeting: Government Operations Committee		Date: November 17, 2025	
Proposed Cost: \$51,146	Budgeted Amount: \$52,920	Not Budgeted: <input type="checkbox"/>	
TIF District: None			
<p>Executive Summary:</p> <p>For the past seven years, the Information Technology Department has utilized Gartner Consulting’s IT research, advisory, and contract review services to provide support for many of its initiatives. Recently Gartner provided exceptional value by validating both costs and technical capabilities for the purchase of cloud-based phone services. Gartner has also continued to provide timely support for the development of policy and technology architecture for its information security program.</p> <p>For FY 26, IT staff are recommending a modified agreement with Gartner Consulting to provide their research and advisory services. To accommodate additional licensing for the IT management team, as well as to remain within the budgeted cost for FY 26, staff are recommending a ten-month agreement. As a result, Gartner will enable the City to continue to realize savings on its upcoming initiatives, while at the same time providing increased support.</p> <p>Because of Gartner’s unique position as an independent, global technology research company, no other consulting firm provides similar services. To ensure the City will pay the lowest cost for Gartner consulting services, they will be purchased through a national cooperative purchasing program called NASPO ValuePoint. NASPO ValuePoint is the cooperative purchasing arm of the National Association of State Procurement Officials, and the ValuePoint Master Agreement may be used by all governmental units of the State of Illinois.</p>			
<p>Attachments:</p> <p>Gartner Service Order, Resolution</p>			
<p>Recommendation/Suggested Action:</p> <p>Recommendation to approve a Resolution authorizing an agreement with Gartner Consulting for information technology research and consulting services for \$51,146.</p>			

City of St. Charles, Illinois
Resolution No.

**A Resolution Authorizing an Agreement with Gartner Consulting for
information technology research and consulting services in the submitted
amount**

**Presented & Passed by the
City Council on**

WHEREAS, since 2018 the City has utilized Gartner Consulting's information technology (IT) research, advisory, and contract review services to provide support for many of its IT initiatives;

WHEREAS, the Information Technology Department solicited a request for quote for technology consulting services from Gartner Consulting;

WHEREAS, Gartner Consulting submitted pricing for IT consulting services through NASPO ValuePoint, a national government purchasing cooperative that may be used by all governmental units of the State of Illinois;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Gartner Consulting in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this __ day of _____, 2025

PASSED by the City Council of the City of St. Charles, Illinois, this __ day of _____, 2025

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2025

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



GARTNER SERVICE ORDER (“SO”) Q-00424362

Gartner	Client (Sold To)	Client (Bill To)
GARTNER, INC. 56 TOP GALLANT ROAD STAMFORD, CT 06902-7700 UNITED STATES	CITY OF ST CHARLES 2 E MAIN ST SAINT CHARLES, ILLINOIS 60174-1926 UNITED STATES	LARRY GUNDERSON CITY OF ST CHARLES 2 E MAIN ST SAINT CHARLES, IL 60174-1984 UNITED STATES lgunderson@stcharlesil.gov

1. ORDER SCHEDULE

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

Service Name/ Level of Access	Quantity	Licensed User	Total Service Period (Months)	Service Start/End	Service Period 1
Gartner for IT Leadership Team Leader	1	Larry Gunderson	10	01-Jan-2026 31-Oct-2026	10 months
Gartner for IT Leadership Team Essentials Member	1	Penny Lancor	10	01-Jan-2026 31-Oct-2026	10 months
Gartner for IT Leadership Team Essentials Member	1	Steve Weishaar	10	01-Jan-2026 31-Oct-2026	10 months
Total Service Period Fee Exclusive Of Applicable Tax					USD 51,145.83

The 10 month term above is a departure from Gartner’s licensing policy and hereby limited solely to this SO and the Services purchased hereunder.

2. SERVICE DESCRIPTIONS

Service Name/Level of Access	Service Description URLs
Gartner for IT Leadership Team Leader	https://sd.gartner.com/sd_itl_team_leader.pdf
Gartner for IT Leadership Team Essentials Member	https://sd.gartner.com/sd_itl_team_essentials_member.pdf

3. PAYMENT TERMS

Payment Terms	Billing Schedule	PO Number Required on Invoice
Net 30	Annual in advance	Select Yes/No: _____ PO Number: _____

If Client requires a Purchase Order (“PO”) number to be included on Gartner’s invoice for payment, “yes” must be checked and the PO number entered in the table above. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to americascontracts@gartner.com.

Client agrees to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

4. SERVICE TERMS

This Service Order is governed by the Amendment to Participating Addendum #P-74133 to NASPO #186840 between Gartner, Inc. and State of Illinois dated 25-Nov-2024, as last amended 24-May-2025 (“Agreement”) and constitutes the entire agreement between Gartner, on behalf of itself and its Affiliates, and Client for the Services. All defined terms not defined in this Service Order are defined in the Agreement. For the purposes of this Service Order, all references to “Service Agreement” in the Agreement shall be a reference to this Service Order.

CITY OF ST CHARLES

GARTNER, INC.

Client Signature

Gartner Signature

Print Name

Print Name

Title

Title

Date

Date

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Recommendation to approve a proposal for a D-1 Liquor License Application for Hilton Garden Inn, located at 4070 E Main St, St. Charles.	
	Presenter:	Acting Police Deputy Chief Drew Lamela	
Meeting: Government Operations Committee		Date: November 17, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Hilton Garden Inn, located at 4070 E Main St, is requesting approval of a D-1 liquor license application for their business.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a D-1 Liquor License Application for Hilton Garden Inn, located at 4070 E Main St, St. Charles.			



Memo

Date: 11/7/2025

To: Clint Hull, Mayor-Liquor Commissioner

From: Drew Lamela, Investigations Commander DC# 340

Re: Background Investigation- Yeka, LLC., dba Hilton Garden Inn, 4070 E. Main St., St. Charles (D-2 Liquor License)

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above-mentioned establishment.

Hilton Garden Inn will be under the new ownership of Yeka LLC. and remain located at 4070 E. Main St. The staff at the business will remain the same and operationally there are no changes.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with an on-site consumption license, subject to City Council approval.

Please see the application material, floorplan and business-plan for further details.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Manoj Mahapatra

BUSINESS: Hilton Garden Inn (Yeka LLC)

ADDRESS: 4070 E. Main St. St. Charles, IL 60174

	REQUESTED	COMPLETED
APPLICATION	X	X
BUSINESS PLAN/FLOOR PLAN/MENU	X	X
LEASE (OR LETTER OF INTENT)	X	X
BASSET CERTIFICATE(S)	X	X
FINGERPRINTS (<u>ALL</u> MANAGERS)	X	X
DRAM SHOP (CERTIFICATE OF INSURANCE)	X	X
TLO	X	X
I-CLEAR	X	X
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	N/A	N/A
POLICE RECORDS CHECK	X	X
APPLICANT'S HOMETOWN RESIDENCY LETTER	X	X
ILLINOIS LIQUOR COMMISSION	X	N/A
SITE VISIT	X	X

* COMMENTS: See Memo

INVESTIGATOR ASSIGNED: Powers

SUPERVISOR REVIEW: _____



Memo

Date: 11/7/2025
To: Chief Dan Likens #400
From: Det. Blake Powers #392
Re: Liquor License Background / Hilton Garden Inn (Yeka LLC)
DL# 340

The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for Hotel Class D-2 license for the business, Hilton Garden Inn (Yeka LLC). Class D-2 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of any hotel or motel only and shall be issued only to the operator of said hotel or motel. Additionally, each of the residence rooms of the hotel or motel may have a mini-bar that may be accessed only by a special key obtained from the hotel management by a patron that may be served alcoholic liquors.

Applicants:

Name: Manoj Mahapatra

DOB: [REDACTED]
[REDACTED]

Telephone: [REDACTED]

Partners:

Name: Chirag P. Patel

DOB: [REDACTED]
[REDACTED]

Name: Jyotsnaben R. Patel

DOB: [REDACTED]
[REDACTED]

Name: Manoj K. Mahapatra

DOB: [REDACTED]
[REDACTED]



General Manager:

Name: Theresa DeLee

DOB: [REDACTED]
[REDACTED]

Application:

The application was received on 10/8/2025. The application is complete to include a Certificate of Insurance (Dram Shop), floor plan and Basset Certifications. The Basset Certification is for Theresa DeLee and is valid until 2/14/2026 from TAP Series, LLC. Hilton Garden Inn is located at 4070 E. Main St. in St. Charles, Illinois. Hilton Garden Inn is currently in operation, while currently not offering or selling any liquor. Hilton Garden Inn offers alcoholic beverages for on-site consumption. I was provided a copy of the bill of sale, transferring ownership of the Hilton Garden Inn to Yeka LLC on 10/7/2025. Manoj and his partners do not plan on working / serving alcohol at the establishment in any capacity. A check with the Illinois Secretary of State showed Yeka LLC as approved and active status as of Sept. 19, 2025.

I spoke to the manager Theresa who informed me the business does not have an Illinois State Liquor License at this time. Theresa stated the plan was to obtain the city of St. Charles liquor license prior to applying for the Illinois State license. I logged on to the Illinois Secretary of State website and confirmed Yeka LLC does not currently have a liquor license with the state for the Hilton Garden Inn St. Charles.

Manoj, Chirag, Jyotsnaben, and Manoj all submitted fingerprints to both the FBI and Illinois Bureau of Identification. All prints came back with negative criminal histories.

Records Check: Manoj Mahapatra

Manoj lives at [REDACTED] Burr Ridge. He has resided at this address for approximately 1.5 years. Prior to residing at this address, Manoj resided at [REDACTED] in Naperville for over 20 years.

A New World Search for call history with Manoj resulted in no previous contacts.

A check with Naperville PD showed one report.

#2019-009118 – Reporting party/ Victim of a fraudulent check passed at business of Holiday Inn Express in town.

A check with Burr Ridge PD showed no records.

A check in the Kane County Aegis system revealed no records.

A check in TLOxp and the Chicago Police Department's IClear system showed no records that would cause the license to be denied.

Records Check: Chirag Patel

A New World Search for call history with Chirag showed no previous contacts.

A check in the Kane County Aegis system revealed no records.

A check with Prospect Heights PD showed no records.

A check in TLOxp and the Chicago Police Department's IClear system showed no records that would cause the license to be denied.

Records Check: Jyotsnaben Patel

A New World Search for call history with Jyotsnaben showed no previous contacts.

A check in the Kane County Aegis system revealed no records.

A check with Prospect Heights PD showed no records.

A check in TLOxp and the Chicago Police Department's IClear system showed no records that would cause the license to be denied.

Records Check: Manoj K. Mahapatra

A New World Search for call history with Manoj showed no previous contacts.

A check in the Kane County Aegis system revealed no records.

A check in TLOxp and the Chicago Police Department's IClear system showed no records that would cause the license to be denied.

A check with Aurora PD showed no records.

Applicant Interview

On 10/22/2025, at 1500 hours, I met with Manoj Mahapatra, Chirag P. Patel, Jyotsnaben R. Patel, and Manoj K. Mahapatra at the St. Charles Police Department reference this background investigation. Manoj explained he and his company Yeka LLC. recently purchased the Hilton Garden Inn, and already own and operate several other hotels in the northern Illinois area. Manoj stated they are keeping all of the same staff of employees from the previous business owner, and not making any changes to the employment structure/ management or business plan.

Manoj advised liquor would be sold at the bar between 5PM and 10PM daily. Manoj stated the hotel would also host banquets, weddings, and other special events at times which would offer liquor service at the same time frame. The hotel offers an assortment of beer, wine, and hard liquor.

Manoj explained the business already possess liquor licenses in Oak Brook Terrace, Carol Stream, and Bloomington for the above mentioned hotels.

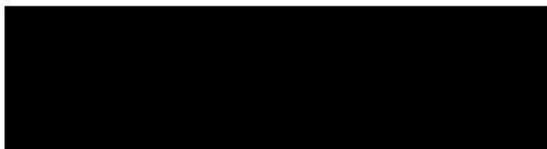
Site Visit

On 10/29/2025, at 1200 hours, I went to the Hilton Garden Inn, to meet with onsite manager Theresa DeLee. Theresa stated she had been the onsite general manager at Hilton Garden Inn for the past 10 years and had been through the past two owner transitions. Theresa stated the Previous owners of the Hilton Garden Inn had possessed a liquor license through St. Charles previously and that she was part of the check previously. Theresa stated nothing was going to change reference the times and locations of the liquor service. Theresa walked me through the seating area, bar, kitchen, and storage area. Everything appeared the same as what as presented to me on the floor plan. Theresa confirmed there was not going to be any changes from the previous floor plan. Theresa confirmed the hotel was maintaining the same staff, and business plan as well. Theresa showed me that because of the current transition owners and waiting for the liquor license to be approved that all of the alcohol currently in storage was secured with a pad lock.

****NOTE**** I explained to Manoj and Theresa that the business of alcohol sales could not conduct business under the existing liquor license, and no alcohol could be sold until a liquor license is issued to Yeka LLC. Both Manoj and Theresa confirmed that they understood.

This concludes this memorandum.

Respectfully submitted

A large black rectangular redaction box covering the signature of the author.

Detective Blake Powers #392



**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

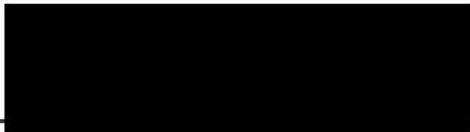
I, Jyotsna Patel, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees from any action or claim arising out of release of such information and waive all rights to damages of any form I may suffer from the release of such information.

Jyotsna R. Patel

Applicant's Name (Printed)

10-22-25

Date



Applicant's Signature

10-22-25

Date

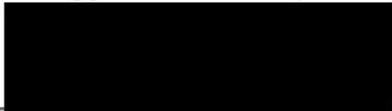


**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

As an applicant for licensing with the City of St. Charles, I am required to furnish information for use in determining my qualifications. In this connection, I authorize the release of any and all information you may have concerning me, including but not limited to information of a confidential or privileged nature or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE AND FIRE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and other information. This release shall be binding on my legal representatives, heirs, and assigns. It is understood and acknowledged by me that any information secured, pursuant to this required background investigation, which would negatively reflect on my fitness for duty will be forwarded to my current police department employer. A copy of this document shall be as binding as the original.

Jyotsna R. Patel
Applicant's Name (Printed)



Applicant's Signature

10-22-25
Date

FBI Privacy Act Statement

*This privacy act statement is located on the back of the **FD-258 fingerprint card**.*

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Applicant Signature: _____



Date: _____

10-22-25

To: IL045140L From: IL State Police

STATE USE ONLY - DATE: 11/05/2025 ORI: IL045140L TCN: LS10261L40948085



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE FEE APPLICANT FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT OF YOUR INQUIRY.

THE APPLICANT FINGERPRINT CARD WILL BE RETAINED IN THE FILES OF THE ILLINOIS STATE POLICE TO FACILITATE FUTURE DISSEMINATION TO YOUR AGENCY OF ANY CONVICTION INFORMATION PERTAINING TO THIS SUBJECT.

THE ILLINOIS STATE POLICE IS PERMITTED TO DISSEMINATE CRIMINAL HISTORY RECORD INFORMATION AS AUTHORIZED BY STATE LAW. ATTEMPTS ARE MADE TO MAKE RECORDS AS COMPLETE AS POSSIBLE BY OBTAINING MISSING DISPOSITIONS FROM VARIOUS SOURCES. IN SOME CASES, HOWEVER, DISPOSITION INFORMATION IS UNAVAILABLE.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.ILLINOIS.GOV".

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE FEEL FREE TO CONTACT CUSTOMER SUPPORT BY EMAIL AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR BY PHONE AT (815) 740-5160 TO LEAVE A MESSAGE.

IDENTIFIERS

DCN:	L40948085	TCN:	LS10261L40948085	PURPOSE:	LIQ
SUBMISSION TYPE:	FEAPP	RESULT:	NO RECORD ON FILE	SSN #:	[REDACTED]
Name:	PATEL, JYOTSNABEN R	Employer #:	IL045140L	DOB:	[REDACTED]
Sex Code:	FEMALE	Race Code:	WHITE		

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION

To: IL045140L From: IL State Police

IAFIS FBI RESPONSE - DATE: Wed Nov 05 21:30:04 CST 2025 ORI: IL045140L TCN: LS10261L40948085

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT: NH

DCN:	L40948085	TCN:	LS10261L40948085	RESPONSE DATE:	2025/11/05 0:0:0
SUBM TYPE:	FEAPP	ORI:	IL045140L	FBI ICN:	E202531000000059550
NAME:	PATEL, JYOTSNABEN R	EMPLOYER#:	IL045140L	SSN:	
SEX CODE:	F	RACE CODE:	W	DOB:	

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE

ICN E202531000000059550 CIDN OCA NOOCA
PATEL, JYOTSNABEN R DOB [REDACTED]
MNU SOC SEX F RAC W HGT 502
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2025/11/05
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2025/11/05 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET, IL 60432



**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

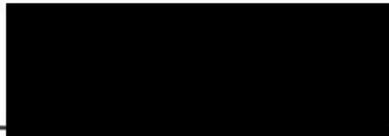
I, MANOJ KUMAR MAHARAJA hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees from any action or claim arising out of release of such information and waive all rights to damages of any form I may suffer from the release of such information.

MANOJ KUMAR MAHARAJA

Applicant's Name (Printed)

10/22/25

Date



Applicant's Signature

10/22/25

Date



**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

As an applicant for licensing with the City of St. Charles, I am required to furnish information for use in determining my qualifications. In this connection, I authorize the release of any and all information you may have concerning me, including but not limited to information of a confidential or privileged nature or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE AND FIRE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and other information. This release shall be binding on my legal representatives, heirs, and assigns. It is understood and acknowledged by me that any information secured, pursuant to this required background investigation, which would negatively reflect on my fitness for duty will be forwarded to my current police department employer. A copy of this document shall be as binding as the original.

MANOJ KUMAR MAHAPATRA

Applicant's Name (Printed)



Applicant's Signature

10/22/25

Date

FBI Privacy Act Statement

*This privacy act statement is located on the back of the **FD-258 fingerprint card**.*

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Applicant Signature: _____



Date: _____

10/22/25

To: IL045140L From: IL State Police



ILLINOIS STATE POLICE

Division of Justice Services

J B Pritzker
Governor

Brandon F Kelly
Director

Phone:

Fax:

ISP.BOI.Customer.Support@illinois.gov

To: IL045140L

From:

Fax: 6303771078

Pages: 2

Time: 04:10PM

Date: October 22, 2025

Bureau of Identification

260 North Chicago Street . Joliet, IL 60432-4075

(815) 740-5160 (voice) . (815) 740-4401 (fax)

www.illinois.gov . www.isp.state.il.us

To: IL045140L From: IL State Police

IAFIS FBI RESPONSE - DATE: Wed Oct 22 16:10:06 CDT 2025 ORI: IL045140L TCN: LS10261L40948086

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES,IL 60174

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT:NH					
DCN:	L40948086	TCN:	LS10261L40948086	RESPONSE DATE:	2025/10/22 0:0:0
SUBM TYPE:	FEAPP	ORI:	IL045140L	FBI ICN:	E2025295000000384847
NAME:	MAHAPATRA, MANOJ	EMPLOYER#:	IL045140L	SSN:	
	K				
SEX CODE:	M	RACE CODE:	W	DOB:	

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR SUBMISSION SENT TO THE FBI;
CIVIL APPLICANT RESPONSE

ICN E202529500000384847 CIDN OCA NOOCA
MAHAPATRA,MANOJ K DOB [REDACTED]
MNU SOC SEX M RAC W HGT 508
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2025/10/22
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2025/10/22 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET,IL 60432

To: IL045140L From: IL State Police



ILLINOIS STATE POLICE

Division of Justice Services

J B Pritzker
Governor

Brandon F Kelly
Director

Phone:

Fax:

ISP.BOI.Customer.Support@illinois.gov

To: IL045140L

From:

Fax: 6303771078

Pages: 2

Time: 04:18PM

Date: October 22, 2025

Bureau of Identification

260 North Chicago Street . Joliet, IL 60432-4075

(815) 740-5160 (voice) . (815) 740-4401 (fax)

www.illinois.gov . www.isp.state.il.us

To: IL045140L From: IL State Police

STATE USE ONLY - DATE: 10/22/2025 ORI: IL045140L TCN: LS10261L40948086



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE FEE APPLICANT FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT OF YOUR INQUIRY.

THE APPLICANT FINGERPRINT CARD WILL BE RETAINED IN THE FILES OF THE ILLINOIS STATE POLICE TO FACILITATE FUTURE DISSEMINATION TO YOUR AGENCY OF ANY CONVICTION INFORMATION PERTAINING TO THIS SUBJECT.

THE ILLINOIS STATE POLICE IS PERMITTED TO DISSEMINATE CRIMINAL HISTORY RECORD INFORMATION AS AUTHORIZED BY STATE LAW. ATTEMPTS ARE MADE TO MAKE RECORDS AS COMPLETE AS POSSIBLE BY OBTAINING MISSING DISPOSITIONS FROM VARIOUS SOURCES. IN SOME CASES, HOWEVER, DISPOSITION INFORMATION IS UNAVAILABLE.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.ILLINOIS.GOV".

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IDENTIFIERS

DCN:	L40948086	TCN:	LS10261L40948086	PURPOSE:	LIQ
SUBMISSION TYPE:	FEAPP	RESULT:	NO RECORD ON FILE	SSN #:	
Name:	MAHAPATRA, MANOJ K	Employer #:	IL045140L	DOB:	
Sex Code:	MALE	Race Code:	WHITE		

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION



**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

I, MANOT MAHABATRA, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees from any action or claim arising out of release of such information and waive all rights to damages of any form I may suffer from the release of such information.

MANOT MAHABATRA

Applicant's Name (Printed)

10/22/25

Date



Applicant's Signature

10/22/25

Date



**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

As an applicant for licensing with the City of St. Charles, I am required to furnish information for use in determining my qualifications. In this connection, I authorize the release of any and all information you may have concerning me, including but not limited to information of a confidential or privileged nature or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE AND FIRE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and other information. This release shall be binding on my legal representatives, heirs, and assigns. It is understood and acknowledged by me that any information secured, pursuant to this required background investigation, which would negatively reflect on my fitness for duty will be forwarded to my current police department employer. A copy of this document shall be as binding as the original.

MANOJ NAHAPATI
Applicant's Name (Printed)


Applicant's Signature

10/22/25
Date

FBI Privacy Act Statement

*This privacy act statement is located on the back of the **FD-258 fingerprint card**.*

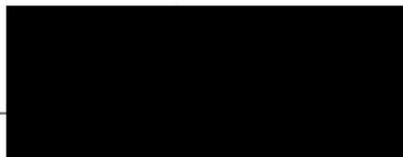
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Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Applicant Signature: _____



Date: _____

10/22/25



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE FEE APPLICANT FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT OF YOUR INQUIRY.

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THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.ILLINOIS.GOV".

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE FEEL FREE TO CONTACT CUSTOMER SUPPORT BY EMAIL AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR BY PHONE AT (815) 740-5160 TO LEAVE A MESSAGE.

IDENTIFIERS

DCN:	L40948084	TCN:	LS10261L40948084	PURPOSE:	LIQ
SUBMISSION TYPE:	FEAPP	RESULT:	NO RECORD ON FILE	SSN #:	[REDACTED]
Name:	MAHAPATRA, MANOJ	Employer #:	IL045140L	DOB:	[REDACTED]
Sex Code:	MALE	Race Code:	WHITE		

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION

To: IL045140L From: IL State Police

IAFIS FBI RESPONSE - DATE: Wed Nov 05 21:30:04 CST 2025 ORI: IL045140L TCN: LS10261L40948084

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT:NH

DCN:	L40948084	TCN:	LS10261L40948084	RESPONSE DATE:	2025/11/05 0:0:0
SUBM TYPE:	FEAPP	ORI:	IL045140L	FBI ICN:	E202531000000059293
NAME:	MAHAPATRA, MANOJ	EMPLOYER#:	IL045140L	SSN:	
SEX CODE:	M	RACE CODE:	W	DOB:	

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE

ICN E202531000000059293 CIDN OCA NOOCA
MAHAPATRA,MANOJ DOB [REDACTED]
MNU SOC SEX M RAC W HGT 600
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2025/11/05

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2025/11/05 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET, IL 60432



**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens Chief of Police

Date: 10/24/2025
To: NAPERVILLE POLICE DEPT – Police Records
From: Detective Powers #392
RE: Records Request for Applicant Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

MANOJ MAHAPATRA [REDACTED]

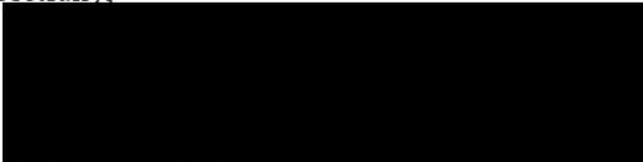
Listed address for applicant:



I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

I am respectfully requesting that any records be sent via email to the below listed email address. Please reach out with any questions or concerns. I have included an authorization for release form which was signed by the applicant. *Please confirm receipt and return any records to BPOWERS@STCHARLESIL.GOV.*

Respectfully,



Detective Blake Powers





**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens, Chief of Police

Date: 10/24/2025
To: BURR RIDGE POLICE DEPT – Police Records
From: Detective Powers #392
RE: Records Request for Applicant Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

MANOJ MAHAPATRA [REDACTED]

Listed address for applicant:

[REDACTED]

I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations warnings, criminal investigations, calls for service involving applicant/listed addresses vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

I am respectfully requesting that any records be sent via email to the below listed email address. Please reach out with any questions or concerns. I have included an authorization for release form which was signed by the applicant. *Please confirm receipt and return any records to BPOWERS@STCHARLESIL.GOV.*

Respectfully,

[REDACTED]

Detective Blake Powers

10/24/2025

...AGE OF
BURR RIDGE
...NY SPECIAL PLACE
POLICE DEPARTMENT
7700 County Line Rd
Burr Ridge, IL 60527-9998

NO RECORDS FOUND !!
ARTHUR S. WILSON, #462
RECORDS SPECIALIST

Arthur S. Wilson





**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens Chief of Police

Date: 10/24/2025
To: BURR RIDGE POLICE DEPT – Police Records
From: Detective Powers #392
RE: Records Request for Applicant Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

MANOJ MAHAPATRA [REDACTED]

Listed address for applicant:

[REDACTED]

I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

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Respectfully,

[REDACTED]

Detective Blake Powers





**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

As an applicant for licensing with the City of St. Charles, I am required to furnish information for use in determining my qualifications. In this connection, I authorize the release of any and all information you may have concerning me, including but not limited to information of a confidential or privileged nature or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE AND FIRE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and other information. This release shall be binding on my legal representatives, heirs, and assigns. It is understood and acknowledged by me that any information secured, pursuant to this required background investigation, which would negatively reflect on my fitness for duty will be forwarded to my current police department employer. A copy of this document shall be as binding as the original.

Chiray Park

Applicant's Name (Printed)

[Redacted Signature]

Applicant's Signature

Oct - 27 - 2025

Date



**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

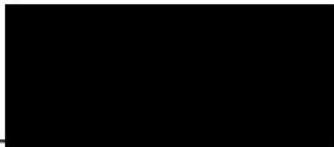
I, Chirag Patel, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees from any action or claim arising out of release of such information and waive all rights to damages of any form I may suffer from the release of such information.

Chirag Patel

Applicant's Name (Printed)

Oct-22-2025

Date



Applicant's Signature

Oct-22-2025

Date

FBI Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

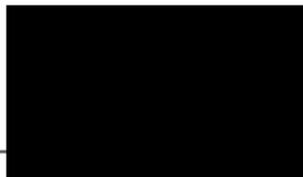
Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

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Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Applicant Signature: _____



Date: _____

Oct-22-2025

To: IL045140L From: IL State Police



ILLINOIS STATE POLICE

Division of Justice Services

J B Pritzker
Governor

Brandon F Kelly
Director

Phone:

Fax:

ISP.BOI.Customer.Support@illinois.gov

To: IL045140L

From:

Fax: 6303771078

Pages: 2

Time: 05:10PM

Date: October 23, 2025

Bureau of Identification

260 North Chicago Street . Joliet, IL 60432-4075

(815) 740-5160 (voice) . (815) 740-4401 (fax)

www.illinois.gov . www.isp.state.il.us

To: IL045140L From: IL State Police

IAFIS FBI RESPONSE - DATE: Thu Oct 23 17:05:03 CDT 2025 ORI: IL045140L TCN: LS10261L40948087

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES,IL 60174

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT:NIH

DCN:	L40948087	TCN:	LS10261L40948087	RESPONSE DATE:	2025/10/23 0:0:0
SUBM TYPE:	FEAPP	ORI:	IL045140L	FBI ICN:	E202529600000404795
NAME:	PATEL, CHIRAG P	EMPLOYER#:	IL045140L	SSN:	
SEX CODE:	M	RACE CODE:	A	DOB:	

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE

ICN E202529600000404795 CIDN OCA NOOCA
PATEL,CHIRAG P DOB [REDACTED]
MNU SOC SEX M RAC A HGT 505
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2025/10/23
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2025/10/23 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET,IL 60432

To: IL045140L From: IL State Police



ILLINOIS STATE POLICE

Division of Justice Services

J B Pritzker
Governor

Brandon F Kelly
Director

Phone:

Fax:

ISP.BOI.Customer.Support@illinois.gov

To: IL045140L

From:

Fax: 6303771078

Pages: 2

Time: 05:07PM

Date: October 23, 2025

ILLINOIS STATE POLICE

ILLINOIS STATE POLICE

Bureau of Identification

260 North Chicago Street . Joliet, IL 60432-4075

(815) 740-5160 (voice) . (815) 740-4401 (fax)

www.illinois.gov . www.isp.state.il.us

To: IL045140L From: IL State Police

STATE USE ONLY - DATE: 10/23/2025 ORI: IL045140L TCN: LS10261L40948087



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

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IDENTIFIERS

DCN:	L40948087	TCN:	LS10261L40948087	PURPOSE:	LIQ
SUBMISSION TYPE:	FEAPP	RESULT:	NO RECORD ON FILE	SSN #:	
Name:	PATEL, CHIRAG P	Employer #:	IL045140L	DOB:	
Sex Code:	MALE	Race Code:	ASIAN OR PACIFIC ISLANDER		

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION



City of St. Charles License Certification

Applicant Name MANOJ MAHAPATRA	Business Name YEILA LLC WILTON GARDEN INN ST CHARLES, IL
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 4010 E MAIN ST ST. CHARLES, IL 60174

As a condition to the issuance by the City of the requested license, applicant does hereby agree to operate the aforesaid licensed business in accordance with the Codes, Ordinances and Policies of the City of St. Charles, County of Kane, and State of Illinois, now in force, or which may be enacted during the duration of this issued license. Applicant certifies and acknowledges that the information contained within this new license application, or its renewal, is true and correct. Applicant acknowledges that an untrue, incorrect, or misleading answer given in this application is grounds for the refusal to grant, or the revocation of, any license granted pursuant to this application.

Applicant's Signature

10/8/25

Date

State of Illinois
County of Kane

Signed before me this 8th
day of October, 2025,
by Manoj Mahapatra

Notary Public

(SEAL)



ADD Licenses

Main Notes C

Contact

Workspace

License Number: 11

Doing Business As:

Contact Phone Numbers Email Addresses Details Secure Details Points of Contact

Primary Contact

MAHA

PATEL

MAHA

PATEL



Replace Photo

Contractor: No Active:
First Name: MANOJ Middle Name:
Display Name*: MAHAPATRA, MANOJ
Primary Phone: [Redacted] Primary Email: [Redacted]
Portal Access Code*: [Redacted]

Mailing Address

[Redacted Mailing Address]

Edit Address

Physical Address

Edit Address Copy Mailing Address

Close

Audit

Convert to Contractor

Associations

Contact Detail

Primary Address: 98A1 FALLING WATER DR VV, BURN HURST, IL 60527

Primary Phone: 630-227-4041

Primary Email: 97254974@STCHARLES.IL.GOV

Close

Reset

Back

Reports



City of St. Charles, IL Acknowledgment of Alcohol Tax

By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. Please refer to the Alcohol Tax Return form for the current tax rate to be applied on all alcohol sales at your establishment. *In the event of a management change, it will be the responsibility of the manager/owner to resubmit a new Acknowledgment of Alcohol Tax form.

Business Name YEKA LLC HATON GARDEN INN ST CHARLES, IL	Business Address 4070 E. MAIN ST ST. CHARLES, IL 60174
Name MANOJ MAHARAJA	Title MANAGING MEMBER
Signature 	Date 9/29/25

Please return this signed acknowledgment form to:

City Administrator's Office
City of St. Charles
2 E. Main Street
St. Charles, IL 60174
Email: cao@stcharlesil.gov
Fax: 630-443-4636
Phone: 630-377-4422

Form **LLC-45.5**
May 2018
Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.ilsos.gov

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
Application for Admission to
Transact Business

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$150
Penalty: \$
Approved:



16610046

FILE #

This space for use by Secretary of State.

FILED
SEP 19 2025

ALEXI GIANNOULIAS
SECRETARY OF STATE

1. Limited Liability Company name (see Note 1): Yeka LLC

2. Assumed name: _____
(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)

3. Jurisdiction of organization: Delaware

4. Date of organization: 09/17/2025

5. Period of duration: Perptual
(Enter perpetual unless there is a date of dissolution provided in the agreement, in which case enter that date.)

6. Address of the principal place of business: (P.O. Box alone or c/o is unacceptable.)

Number Street Suite #

City State ZIP

7. Registered agent: Incorporating Services, Ltd.
First Name Middle Name Last Name

Registered office: 524 S. 2nd Street, Ste. 505
P.O. Box alone or c/o is unacceptable.) Number Street Suite #
Springfield IL 62701
City ZIP

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

8. If applicable, date on which company first conducted business in Illinois: _____

(continued on back)

LLC-45.5

9. Purpose(s) for which the company is organized and proposes to conduct business in Illinois (see Note 2):

hotel accommodation

10. The Limited Liability Company: (check one)

is managed by the manager(s) or has management vested in the member(s):

11. List names and business addresses of all managers and any member with the authority of manager:

12. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

13. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: September 18, 2025

Month, Day, Year



Signature

MANOJ MAHARAJA - Managing Member
Name and Title (type or print)

Yeka LLC
If applicant is signing for a company or other entity,
state name of company or entity.

Note 1: The name must contain the term Limited Liability Company, LLC or L.L.C. The name cannot contain any of the following terms: "Corporation," "Corp.," "Incorporated," "Inc.," "Ltd.," "Co.," "Limited Partnership" or "LP." However, a limited liability company that will provide services licensed by the Illinois Department of Financial and Professional Regulation must instead contain the term Professional Limited Liability Company, PLLC or P.L.L.C. in the name.

Note 2: A professional limited liability company must state the specific professional service or related professional services to be rendered by the professional limited liability company.

Delaware

Page 1

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "YEKA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "YEKA LLC" WAS FORMED ON THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 2025.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



10335204 8300

SR# 20254015173

You may verify this certificate online at corp.delaware.gov/authver.shtml

C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204792084

Date: 09-18-25



OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS-Secretary of State

16610046

SEPTEMBER 19, 2025

INCORPORATING SERVICE, LTD.
524 S. SECOND STREET, SUITE 505
SPRINGFIELD, IL 62701-0000

RE YEKA LLC

Dear Sir or Madam:

Congratulations! We're pleased to inform you that your request to transact business in the State of Illinois has been approved, and your Limited Liability Company (LLC) has been recorded with the Illinois Secretary of State's office. We wish you success with your new business!

Under state law, LLCs must file an annual report before the first day of the anniversary month each year. (It is important to file your report on time to avoid penalties or dissolution.) Printed annual reports will be mailed to the registered agent 45 days before the due date.

Online Assistance for Your Business:
Visit www.ilsos.gov to:

- o File your annual report online
- o Check the "status" of your company
- o Access Publications, forms and other services
- o Purchase a Certificate of Good Standing

Again, congratulations on this exciting accomplishment!

Please do not hesitate to contact my Business Services Department if you have any questions or need further assistance.

Sincerely,

Alexi Giannoulis
Illinois Secretary of State
Department of Business Services
Limited Liability Division
800-252-8980

**STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY**

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Yeka LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 3500 South DuPont Highway (street), in the City of Dover, Zip Code 19901. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Incorporating Services, Ltd.

By:  _____
Authorized Person

Name: Manoj Mahapatra
Print or Type



TAP SERIES, LLC

Certificate Of Achievement

Trainer#
5A-1135096

This is hereby certified that on **02/14/2023**

Theresa DeLee

having successfully completed
the course of study

BASSET ALCOHOL TRAINING



This certificate is only valid for the person printed above.
This certificate expires on 02/14/2026

Sandra Kovach

Sandra Kovach, Managing Member

IA01681

Rose Liu Obetz

Rose Obetz, PhD.

TAP Series © www.tapseries.com
To verify go to www.tapseries.com/verify

BASSET ALCOHOL TRAINING

Name: **Theresa DeLee**

Date: **02/14/2023**

Number: **IA01681**

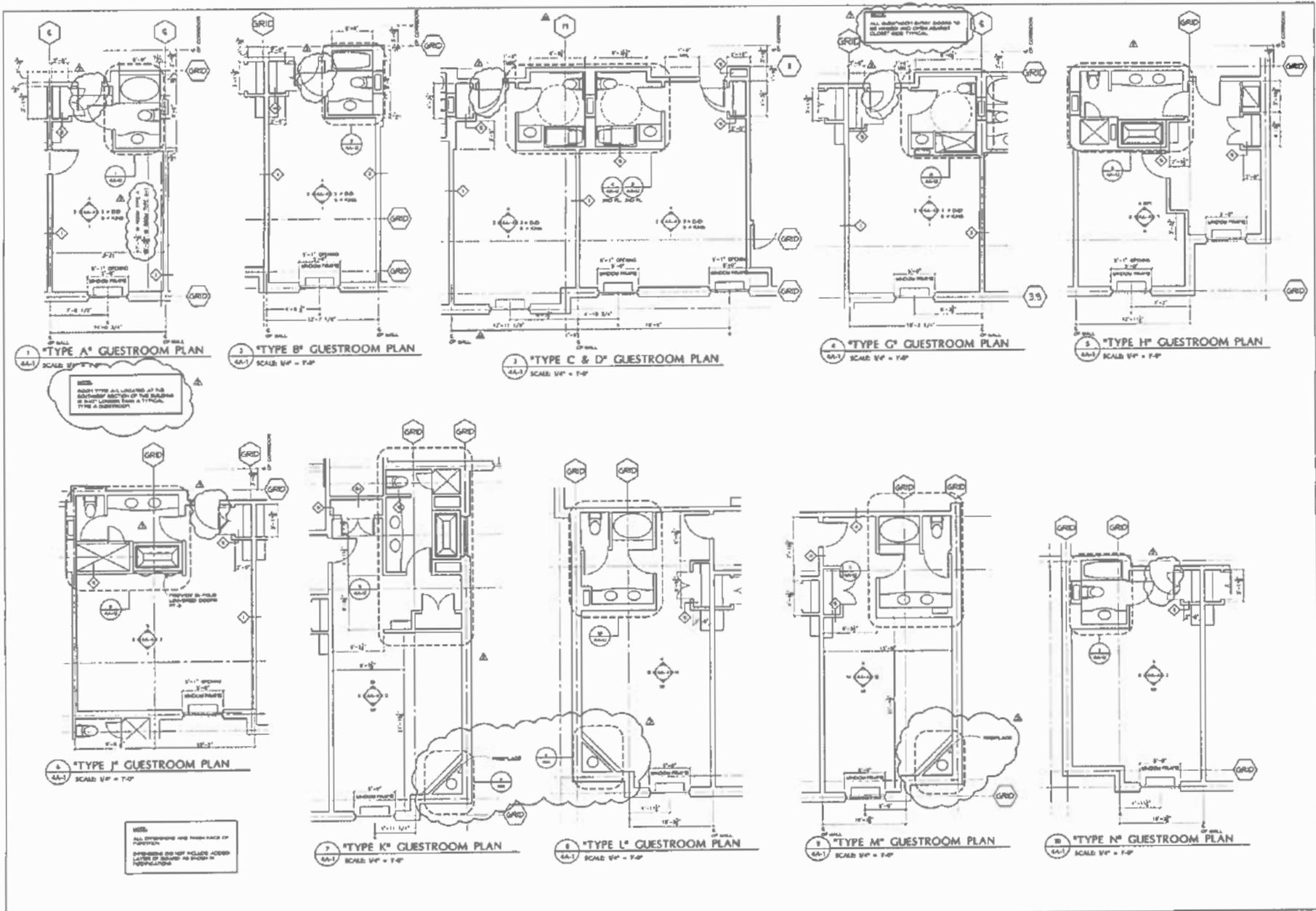
This card is only valid for the person printed above.
This certificate expires on 02/14/2026

TAP Series © www.tapseries.com
To verify, go to www.tapseries.com/verify



FEB 2026

Please print your
card on sturdy
cardstock.



JOSEPH E. RABIN
ARCHITECT

HILTON
GARDEN
INN

ST.
CHARLES,
ILLINOIS

351
8/31/98

4A-1



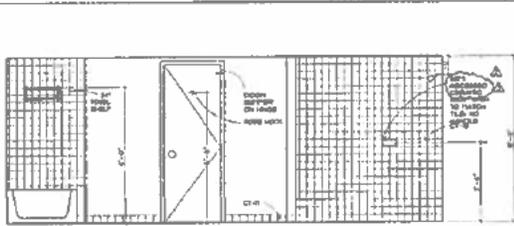
ENLARGED
PLANS

351

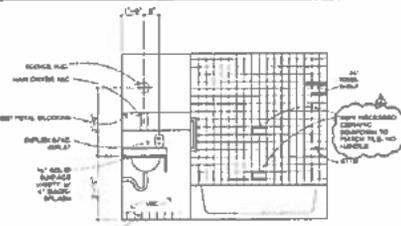
8/31/98

4A-1

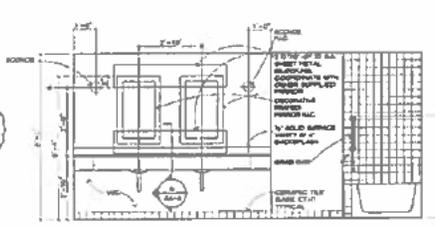
RELEASED FOR CONSTRUCTION



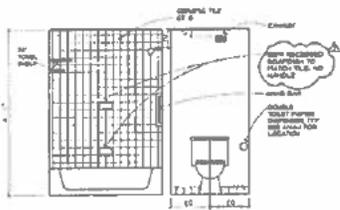
1 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



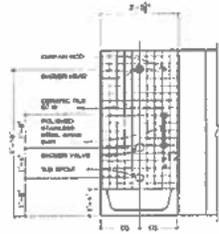
2 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



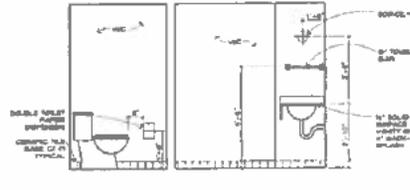
3 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



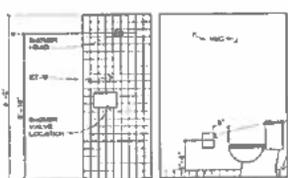
4 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



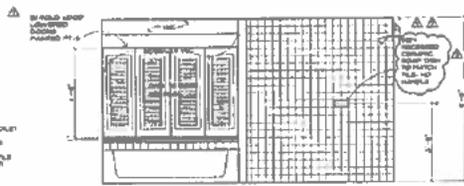
5 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



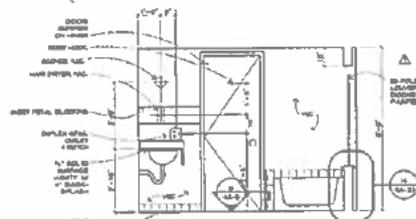
6 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



7 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



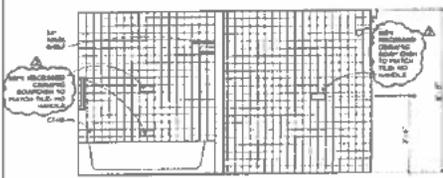
8 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



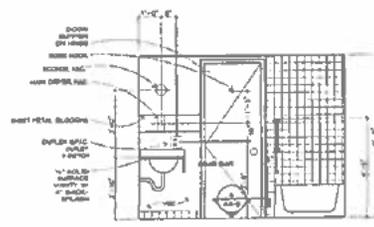
9 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



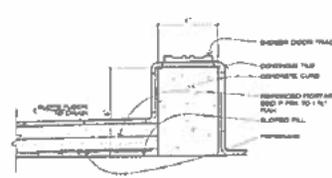
10 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



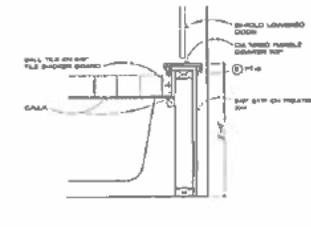
11 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



12 TYPICAL SUITE BATH ELEVATION
 AA-33 SCALE: 1/2" = 1'-0"



13 CURB DETAIL @ SHOWER ROOM
 AA-33 SCALE: 1/2" = 1'-0"



14 WALL DETAIL @ PASS THRU TUB
 AA-33 SCALE: 1/2" = 1'-0"

JOSEPH E. RABIN
 ARCHITECT

HILTON
 GARDEN
 INN

ST.
 CHARLES,
 ILLINOIS

DATE: 8/31/98
 DRAWING NO.: 4A-3.1
 SHEET NO.: 1 OF 1



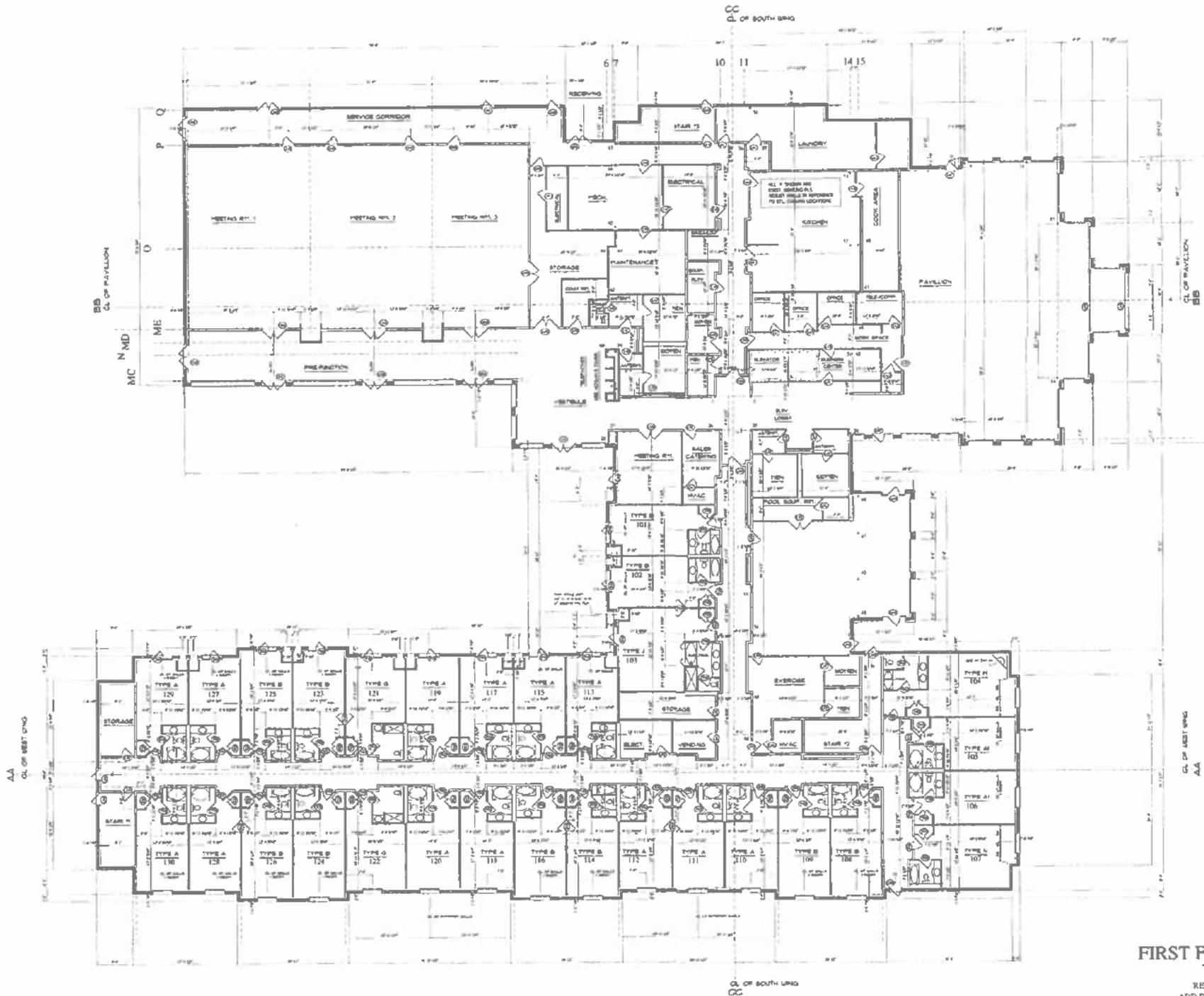
CLOSET
 BATH
 ELEVATIONS
 AND DETAILS

FLOOR NO.:
 351

DATE:
 8/31/98

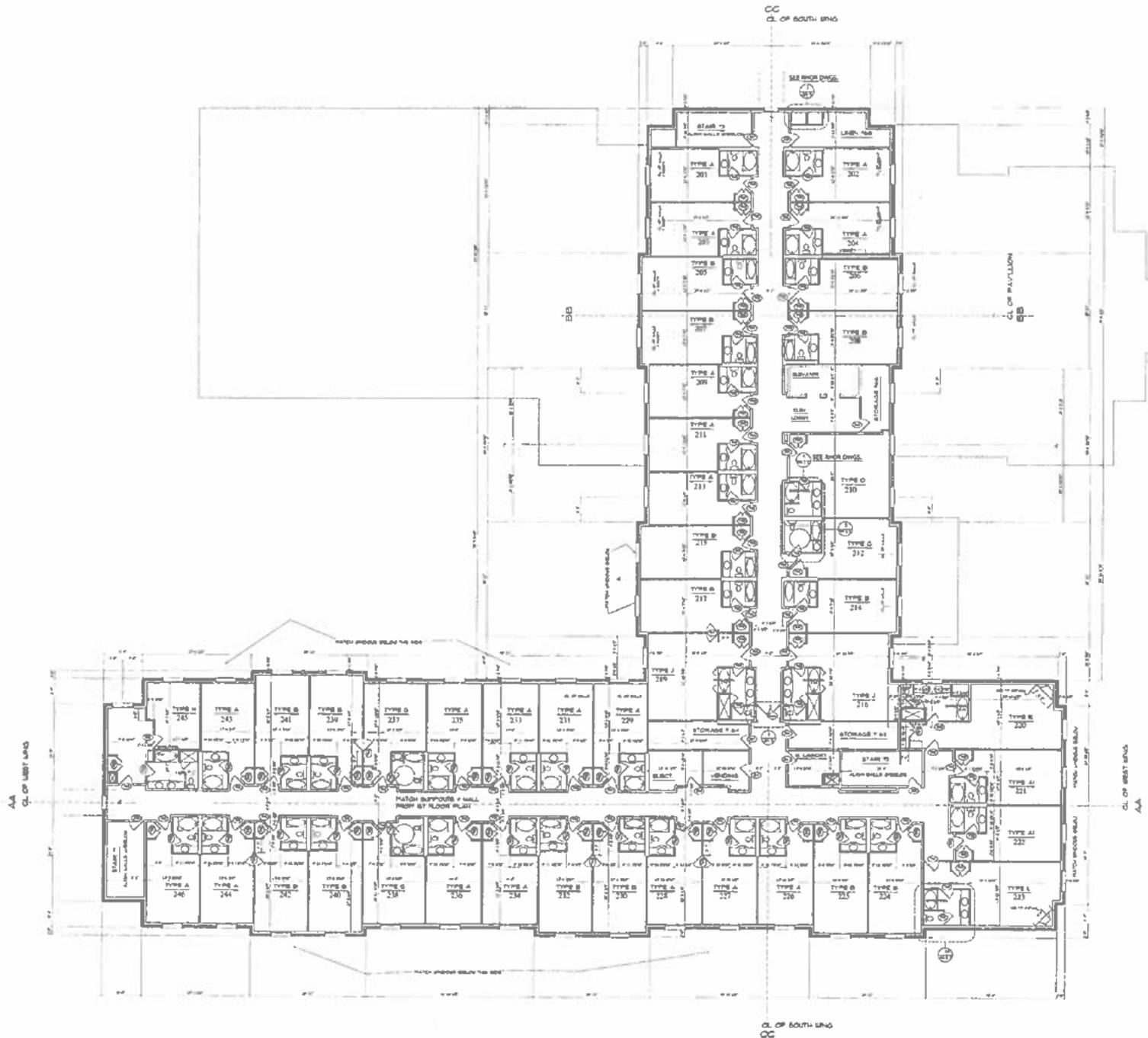
NO.:
 4A-3.1

PREPARED FOR: CONSTRUCTION



FIRST FLOOR PLAN
7-20-99

REVISED 7-20-99
ADD DOOR TAGS 8-25-99
REV. 08/15/99 CORRECT & ADD IN STORAGE ROOMS



SECOND FLOOR PLAN
 7-28-99
 ADD DOOR TAGS 8-25-99

AFFIDAVIT OF TITLE
and
BILL OF SALE

State of Illinois)
)
DuPage County) ss.

Seller, St. Charles Hospitality LLC, an Illinois limited liability company, hereby represents, covenants and warrants to Buyer, Yeka LLC, an Illinois limited liability company, with respect to the real estate located at 4070 E. Main St., St. Charles, IL 60174 and legally described as:

(see attached legal description)

1. That Seller is a Grantor conveying said real estate to Buyer, as Grantee, or is otherwise interested in said real estate premises or in the proceeds thereof;
2. That no labor or material not fully paid for has been furnished for the premises within the last four months and all water taxes, except the current bill, have been paid;
3. That since the report on title dated July 29, 2025 and issued by First American Title, to the best knowledge of Seller, nothing has been done or suffered to be done by Seller that could in any way affect title to premises, and no proceedings have been filed by or against Seller, nor has any judgment or decree been rendered against Seller, nor is there any note or other instrument that can result in a judgment or decree against Seller within five days from the date hereof; and
4. That this instrument is made to induce and is in consideration of the purchase of the premises by the Grantee.

The same Seller further represents, with respect to all personal property, if any, now located on said real estate premises and specifically referred to in the real estate sale contract dated July 30, 2025

1. That Seller has absolute ownership of said personal property with full right, power and authority to sell said personal property and to make this bill of sale;
2. That said property is free and clear of all liens, charges and encumbrances;
3. That Seller hereby assigns, transfers and sets over said personal property to Buyer, with sufficient consideration in hand paid; and
4. That all warranties of quality, fitness, and merchantability of said property are hereby excluded.

Seller hereby attests to the foregoing on October 7, 2025:

St. Charles Hospitality LLC
by its Authorized Manager, Ambalal P. Patel

I, the undersigned, a Notary Public in and for the County of 7, in the State of OC1²⁰²⁵, certify that Ambalal P. Patel, personally known to me to be the same person as named herein, appeared before me this day and acknowledged signing and delivering this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Dated 10-7-25
Commission expires _____

Notary Public



Legal Description for 4070 E. Main St., St. Charles, DuPage County, IL 60174, having a P.I.N. of 01-30-102-040

Parcel 1: Lot 2 of PHEASANT RUN CROSSING, being a subdivision of part of the South half of Lot 1 (according to the Government Survey) of the Northwest quarter of Section 30, Township 40 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 19, 2015 document no. R2015-092580, in Wayne Township, DuPage County, Illinois.

Parcel 2: Easement for ingress and egress as per subdivision plat recorded August 19, 2015 as document no. R2015-092580 for the benefit of Parcel 1 over Lot 9 of PHEASANT RUN CROSSING aforesaid (access road).

Parcel 3: Easements for the benefit of Parcel 1 for the passage of pedestrians and for parking as granted pursuant to paragraphs numbered 2 and 4 of the amended and restated party wall agreement and easement recorded August 25, 2015 as document no. R2015-094814.

Parcel 4: Perpetual easements for the benefit of Parcel 1, together with a 10.87% undivided interest in the common areas, as delineated and defined in Paragraph 11 of the Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN CROSSING recorded August 19, 2015 as document no. R2015-092581 in, upon, over and across portions of the property consisting of the common areas as defined therein and delineated on the plat (see exhibit "D" thereto) as follows: (i) the sign easement area, provided such easement rights have been assigned by declarant to the association; (ii) the Access Road area; (iii) the Storm Water Detention area; (iv) the permanent Wetland area and (v) the right of ingress and egress in, upon, over and across the perpetual easements identified above for signage, roadway, storm Water and/or wetland purposes.

Amendment to Right of Way Agreement recorded April 22, 1957 as document 839600 and rerecorded September 10, 1957 document 855726. Conveyed to Peoples Gulf Coast Natural Gas Pipeline Company by indenture of conveyance recorded December 16, 1959 as document 950633. Conveyed to Natural Gas Pipeline Company of America by deed recorded October 3, 1960 as document 981822. Second amendment to Right of Way recorded September 16, 1999 as document R1999-198932. 8. Declaration of Covenants, Conditions and Restrictions of Pheasant Run note: plat of vacation & abrogation recorded August 19, 2015 as document R2015-092579.



**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens Chief of Police

Date: 10/27/2025

To: PROSPECT HEIGHTS POLICE DEPT – Police Records

From: Detective Powers #392

RE: Records Request for Liquor License Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

JYOTSNABEN R. PATEL [REDACTED]

Listed address for applicant:

[REDACTED]

I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

I am respectfully requesting that any records be sent via email to the below listed email address. Please reach out with any questions or concerns. I have included an authorization for release form which was signed by the applicant. *Please confirm receipt and return any records to BPOWERS@STCHARLESIL.GOV.*

Respectfully,

[REDACTED]

Detective Blake Powers





CITY OF
ST. CHARLES
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens Chief of Police

Date: 10/27/2025
To: PROSPECT HEIGHTS POLICE DEPT – Police Records
From: Detective Powers #392
RE: Records Request for Liquor License Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

JYOTSNABEN R. PATEL [REDACTED]

Listed address for applicant:

[REDACTED]

I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

I am respectfully requesting that any records be sent via email to the below listed email address. Please reach out with any questions or concerns. I have included an authorization for release form which was signed by the applicant. *Please confirm receipt and return any records to BPOWERS@STCHARLESIL.GOV.*

Respectfully,

[REDACTED]

Detective Blake Powers

10-27-25
No Record
sent via email
#51





**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens Chief of Police

Date: 10/27/2025
To: AURORA POLICE DEPT – Police Records
From: Detective Powers #392
RE: Records Request for Liquor License Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

MANOJ K. MAHAPATRA [REDACTED]

Listed address for applicant:

[REDACTED]

I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

I am respectfully requesting that any records be sent via email to the below listed email address. Please reach out with any questions or concerns. I have included an authorization for release form which was signed by the applicant. *Please confirm receipt and return any records to BPOWERS@STCHARLESIL.GOV.*

Respectfully,

[REDACTED]

Detective Blake Powers





**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435

Dan Likens Chief of Police

Date: 10/27/2025
To: PROSPECT HEIGHTS POLICE DEPT – Police Records
From: Detective Powers #392
RE: Records Request for Liquor License Background

Greetings,

I am conducting a background investigation for a Liquor License for the City of St Charles. The applicant is:

CHIRAG P. PATEL [REDACTED]

Listed address for applicant:

[REDACTED]

I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

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Respectfully,

[REDACTED]

Detective Blake Powers





**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department
1515 West Main Street
St. Charles, IL 60174
630.377.4435
Dan Likens Chief of Police

Date: 10/27/2025
To: PROSPECT HEIGHTS POLICE DEPT -- Police Records
From: Detective Powers #392
RE: Records Request for Liquor License Background

Greetings,

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CHIRAG P. PATEL [REDACTED]

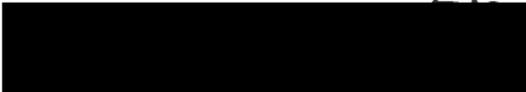
Listed address for applicant:



I am requesting any unredacted records that document any law enforcement contact with the applicant including but not limited to: traffic citations/warnings, criminal investigations, calls for service involving applicant/listed addresses/vehicle, etc. *Please advise if any of the above addresses are outside of your respective jurisdiction.

I am respectfully requesting that any records be sent via email to the below listed email address. Please reach out with any questions or concerns. I have included an authorization for release form which was signed by the applicant. *Please confirm receipt and return any records to BPOWERS@STCHARLESIL.GOV.*

Respectfully,



Detective Blake Powers

10-27-25
No Record
sent via email
#392



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6b
	Title:	Recommendation to approve a proposal for a C-1 Liquor License Application for Centauro, Inc., dba Playa, located at 2061 Lincoln Highway, St. Charles	
	Presenter:	Acting Police Deputy Chief Drew Lamela	
Meeting: Government Operations Committee		Date: November 17, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Centauro, Inc., dba Playa, located at 2061 Lincoln Highway, is requesting approval of a C-1 liquor license application for their business.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a C-1 Liquor License Application for Centauro, Inc., dba Playa, located at 2061 Lincoln Highway, St. Charles.			



Memo

Date: 11/12/2025
To: Clint Hull, Mayor-Liquor Commissioner
From: Drew Lamela, Investigations Commander DL*340
Re: Background Investigation- Centauro, Inc., dba Playa, 2061 "A" Lincoln Hwy., St. Charles (Class C-1)

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above-mentioned establishment.

Playa is located at 2061 "A" Lincoln Hwy, which has been known as Hobby Town USA for the past few years. The owner, Carlos Arechiga, is renovating the business and intends to open sometime after December of 2025. The business will operate as a upscale-casual restaurant offering full menu of food choices.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with an on-site consumption license, subject to City Council approval.

Please see the application material, floorplan and business-plan for further details.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Carlos Arechiga-Santilla

BUSINESS: Playa

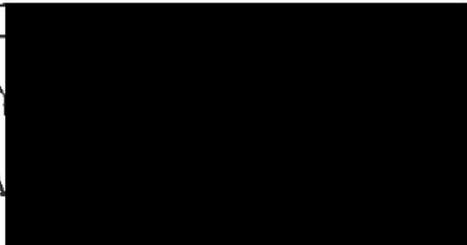
ADDRESS: 2061 "A" Lincoln Highway St. Charles, Illinois 60174

	REQUESTED	COMPLETED
APPLICATION	_____	X _____
BUSINESS PLAN/FLOOR PLAN/MENU	_____	X _____
LEASE (OR LETTER OF INTENT)	_____	X _____
BASSET CERTIFICATE(S)	_____	X _____
FINGERPRINTS (<u>ALL</u> MANAGERS)	_____	X _____
DRAM SHOP (CERTIFICATE OF INSURANCE)	_____	X _____
TLO	_____	X _____
I-CLEAR	_____	X _____
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	_____	N/A _____
POLICE RECORDS CHECK	_____	X _____
APPLICANT'S HOMETOWN RESIDENCY LETTER	_____	X _____
ILLINOIS LIQUOR COMMISSION	_____	X _____
SITE VISIT	_____	X _____

* COMMENTS: _____

INVESTIGATOR ASSIGN: _____

SUPERVISOR REVIEW: _____





Memo

Date: 10/28/2025
To: Chief Dan Likens #400
From: Commander Drew Lamela #340
Re: Liquor License Background / Centauro, Inc., dba Playa

The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for Tavern Class C-1 license and Late Night, 2:00am license for the business, Centauro Inc., dba Playa. Class C-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-1 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner.

Applicant:

Arechiga-Santillan, Carlos Clemente

DOB: [REDACTED]

Telephone [REDACTED]

Application:

The application was received on 09/22/2025. The application is complete to include a lease, menu, Certificate of Insurance (COI), floor plan, business model/plan and Basset Certification. The Basset Certification is for Carlos Arechiga, who is the owner and manager of the business.



A check through the Illinois Secretary of State shows Carlos as the registered agent for Centauro, Inc., which is in active status. Centauro, Inc. was filed on 08/07/2025.

A check through the Illinois Liquor Control Commission revealed no record of Carlos Arechiga ever possessing an Illinois Liquor License.

Carlos Arechiga submitted fingerprints to both the FBI and Illinois Bureau of Identification. All prints came back with negative criminal histories.

Records Check: Arechiga-Santillan, Carlos Clemente

A check in the Kane County Aegis system revealed no record with Carlos Arechiga.

A check with New World system revealed no negative contact with Carlos Arechiga.

A check with the DeKalb County, DuPage County, Cook County, Kane County and Will County Circuit Clerk's Office showed no current or prior cases for Carlos Arechiga.

A check through the Chicago Police Department's IClear system showed no records that would cause the license to be denied for Carlos Arechiga.

A check through TLOxp showed no liens, judgments or bankruptcies for Carlos Arechiga.

Hometown Residency Check

On 10/27/2025, I contacted the Warrenville Police Department regarding this background investigation. The Warrenville Police Department advised that they have no negative contacts or information that would preclude the issuance of a license for Carlos Arechiga.

On 10/27/2025, a response was received from the Bolingbrook Police Department regarding the Hometown Residency check for applicant Carlos Arechiga. Records Clerk Nicole Wlodarski advised that their agency has no negative contacts on file that would preclude the issuance of a license for Carlos Arechiga.

Applicant Interview

On 10/20/2025, I met with Carlos Arechiga at the St. Charles Police Department where he signed all waiver forms, allowing me to conduct his background investigation. Carlos stated that he has resided at the above address in Warrenville, Illinois for the past two years. Carlos stated that prior to residing in Warrenville, he resided at 101 Forsythia Street in Bolingbrook, Illinois for 8 years.

While speaking with Carlos, he stated that his family owns several restaurants in Illinois, including establishments in the Fox Valley area such as Salsa Verde in St. Charles and Hacienda Real in Geneva. Carlos explained that he works at these establishments but has never been listed on their liquor licenses. He further stated that he has never held a liquor license in Illinois or any other state.

Carlos stated that Playa will be located at 2061 "A" Lincoln Highway in St. Charles, Illinois. This location was formerly known as Hobby Town USA. Carlos stated that on 10/01/2024, he signed a 10-year lease with Tri-City Center Associates, L.P, an Illinois Limited Partnership. (Shodeen)

Carlos stated that he is currently in the process of renovating the business and anticipates opening Playa in December 2025. He indicated that he plans to hire 12 employees and will initially serve as the sole on-site manager. Carlos added that he intends to hire an additional manager at a later date.

Carlos stated that he intends to sell beer, wine and spirits. Carlos stated that he has not purchased any product for the business. Carlos stated that he offers a full menu of appetizers, tacos, sides and desserts. Carlos provided me with the food and drink menu.

Carlos explained that Playa will be a larger version of its sister location, Hacienda Real. He stated that the venue will host private events such as bridal parties, small wedding receptions, birthday parties, and holiday gatherings. Carlos further noted that customers seeking to host larger events at Hacienda Real will be referred to Playa, as it offers a more spacious setting. Carlos stated that Playa will be a romantic beach setting for guests to enjoy good food and music. Carlos stated that he will host live entertainment such as Mariachi bands. Carlos provided a copy of the floor plan, renderings and business model.

Carlos advised that Playa consists of approximately 7,000 square feet and will accommodate 150 patrons.

Site Inspection

On 10/27/2025 at 10:45 hours, Detective Powers and I responded to 2016 "A" Lincoln Highway and met with the owner of Playa, Carlos Arechiga. The business was observed to still be under renovation. Carlos escorted us through the premises and stated that the business is expected to open in December 2025. The layout of the bar, seating area, kitchen, and restrooms were consistent with the submitted floor plan and renderings.

Carlos stated that the hours of operation will be Thursday through Sunday from 4:00 p.m. to 2:00 a.m. He further advised that Monday through Wednesday will be reserved for private events, with hours of operation from 11:00 a.m. to 2:00 a.m., depending on the scheduled event. I informed Carlos that he is required to attend the Liquor Control Commission hearing scheduled for November 17, 2025, at 4:30 p.m. in the City Council Chambers. He acknowledged the date and confirmed his attendance. I then concluded my on-site visit and noted no discrepancies.

This concludes this background investigation.

Respectfully submitted,

Commander Drew Lamela #340





City of St. Charles License Certification

Applicant Name Carlos Arechiga	Business Name Centauero, Inc. DBA Playa
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 2061 LINCOLN HWY ST CHARLES IL 60174

As a condition to the issuance by the City of the requested license, applicant does hereby agree to operate the aforesaid licensed business in accordance with the Codes, Ordinances and Policies of the City of St. Charles, County of Kane, and State of Illinois, now in force, or which may be enacted during the duration of this issued license. Applicant certifies and acknowledges that the information contained within this new license application, or its renewal, is true and correct. Applicant acknowledges that an untrue, incorrect, or misleading answer given in this application is grounds for the refusal to grant, or the revocation of, any license granted pursuant to this application.

CARLOS ARECHIGA

Applicant's Signature

SEPTEMBER 22 2025

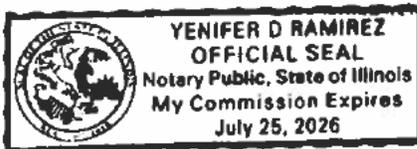
Date

State of Illinois
County of KANE

Signed before me this 24th
day of September, 2025,
by Carlos Arechiga

Notary Public

(SEAL)





**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

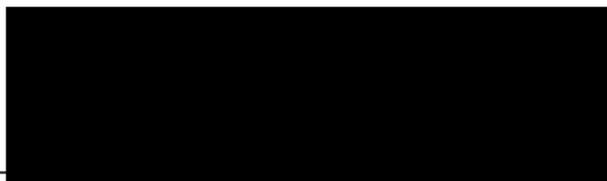
I, CARLOS ARECHIVA, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees from any action or claim arising out of release of such information and waive all rights to damages of any form I may suffer from the release of such information.

CARLOS ARECHIVA

Applicant's Name (Printed)

10-20-25

Date



Applicant's Signature

10-20-25

Date



ST. CHARLES POLICE DEPARTMENT LIQUOR BACKGROUND INVESTIGATION

As an applicant for licensing with the City of St. Charles, I am required to furnish information for use in determining my qualifications. In this connection, I authorize the release of any and all information you may have concerning me, including but not limited to information of a confidential or privileged nature or any data or materials which have been sealed or agreed to be withheld pursuant to any prior agreement or court proceeding involving disciplinary matters.

I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE AND FIRE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and other information. This release shall be binding on my legal representatives, heirs, and assigns. It is understood and acknowledged by me that any information secured, pursuant to this required background investigation, which would negatively reflect on my fitness for duty will be forwarded to my current police department employer. A copy of this document shall be as binding as the original.

CARLOS ARECHIVA

Applicant's Name (Printed)

[REDACTED SIGNATURE]

Applicant's Signature

10.20.25

Date

Fingerprint Submission Consent and Notification Form (Used for all Licensing and Employment Screening)

The authorized agency (Agency) named below requires all applicants in the Agency's screening or approval process for the purpose identified below to submit to a fingerprint-based criminal history record information background check. The Agency will follow all applicable laws, rules and regulations concerning the criminal background check pursuant to the authorizing statute, Uniform Conviction Information Act and federal statute. The live scan vendor or Agency must confirm the identity of the applicant submitting the fingerprints. The live scan vendor or Agency must use the Applicant Information section to document the valid government issued identification provided by the applicant before the fingerprints are taken. This document also serves as a consent and notification form. **The form must be signed by the applicant** (See Page 2) in order to authorize the release of any criminal history record information that may exist regarding the applicant. The results of the inquiry will be forwarded to the Agency for review.

Agency Information

Requesting Agency Name and ORI: City of St. Charles (ORI:IL045140L)	Officer/Badge: LAMELA / 340
Requesting Agency Address: 2 E. Main St., St. Charles, IL 60174	
Fiscal Cost Center: (for entity responsible for paying ISP) 6328	Purpose Code: LIQ

Applicant Information

Name: ARECHIGA, CARLOS	Sex: M	Race: W	Date of Birth: [REDACTED]
SSN (if req. by Agency):	DL/ State ID/ Passport # : [REDACTED]	DL/ID State: il	

Livescan Vendor/Appointment Information

Live Scan Fingerprint Vendor Company Name: Saint Charles Police Department	Address and Phone Number: 1515 W Main St, Saint Charles, IL 60174 (630) 377-4435		
Appointment Date & Time: 102025 / 1100	IL Vendor License Number: Serial #: 006004481:C2021	Transaction Control Number: 1L40948081	
Height: 6'00 Weight: 240	Hair Color: BROWN Eye Color: BROWN	Birth Place: Mexico	

Privacy Act Statement

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Applicant Consent

By signing below, I acknowledge and hereby authorize the release of any criminal history record information that may exist regarding me from any agency, organization, institution, or entity having such information on file. I am aware and understand that my fingerprints may be retained and will be used to check the criminal history record information files of the Illinois State Police and/or the Federal Bureau of Investigation, to include but not limited to civil, criminal and latent fingerprint databases. I also understand that if my photo was taken, my photo may be shared only for employment or licensing purposes. I further understand that I have the right to challenge any information disseminated from these criminal justice agencies regarding me that may be inaccurate or incomplete pursuant to Title 28 Code of Federal Regulation 16.34 and Chapter 20 ILCS 2630/7 of the Criminal Identification Act.

Applicant Name (printed):

CARLOS ARECHICA

Applicant Name (signature):

Date:

10-20-25

THIS SIGNED FORM MUST BE RETAINED BY THE AGENCY FOR AT LEAST TWO YEARS.

FBI Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

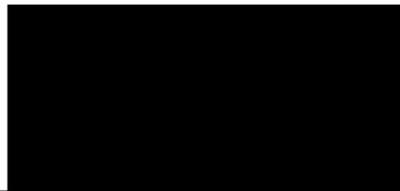
Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Applicant Signature: _____



Date: _____

10.20.25

IAFIS FBI RESPONSE - DATE: Mon Oct 20 11:45:04 CDT 2025 ORI: IL045140L TCN: LS10261L40948081

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES,IL 60174

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT:NH

DCN:	L40948081	TCN:	LS10261L40948081	RESPONSE DATE:	2025/10/20 0:0:0
SUBM TYPE:	FEAPP	ORI:	IL045140L	FBI ICN:	E2025293000000245756
NAME:	ARECHIGASANTILLAN, CARLOS	EMPLOYER#:	IL045140L	SSN:	[REDACTED]
SEX CODE:	M	RACE CODE:	W	DOB:	[REDACTED]

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE

ICN E2025293000000245756 CIDN OCA NOOCA
ARECHIGASANTILLAN,CARLOS DOB [REDACTED]
MNU SOC SEX M RAC W HGT 600
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2025/10/20
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2025/10/20 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET,IL 60432



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

ST CHARLES LIQUOR CONTROL COMM.
1515 W MAIN ST
ST. CHARLES, IL 60174

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE FEE APPLICANT FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT OF YOUR INQUIRY.

THE APPLICANT FINGERPRINT CARD WILL BE RETAINED IN THE FILES OF THE ILLINOIS STATE POLICE TO FACILITATE FUTURE DISSEMINATION TO YOUR AGENCY OF ANY CONVICTION INFORMATION PERTAINING TO THIS SUBJECT.

THE ILLINOIS STATE POLICE IS PERMITTED TO DISSEMINATE CRIMINAL HISTORY RECORD INFORMATION AS AUTHORIZED BY STATE LAW. ATTEMPTS ARE MADE TO MAKE RECORDS AS COMPLETE AS POSSIBLE BY OBTAINING MISSING DISPOSITIONS FROM VARIOUS SOURCES. IN SOME CASES, HOWEVER, DISPOSITION INFORMATION IS UNAVAILABLE.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.ILLINOIS.GOV".

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE FEEL FREE TO CONTACT CUSTOMER SUPPORT BY EMAIL AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR BY PHONE AT (815) 740-5160 TO LEAVE A MESSAGE.

IDENTIFIERS

DCN:	L40948081	TCN:	LS10261L40948081	PURPOSE:	LIQ
SUBMISSION TYPE:	FEAPP	RESULT:	NO RECORD ON FILE		
Name:	ARECHIGASANTILLAN, CARLOS	Employer #:	IL045140L	SSN #:	[REDACTED]
Sex Code:	MALE	Race Code:	WHITE	DOB:	[REDACTED]

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2024

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).

PRODUCER Salvador Insurance Agency Inc. 3360 N Milwaukee Ave Chicago IL 60641		CONTACT NAME: Henry Soliz PHONE (A/C, No, Ext): (773) 269-6557 E-MAIL ADDRESS: henry@salinsure.com		FAX (A/C, No): (773) 777-2088	
INSURED CENTAURO INC. 2061 A Lincoln Hwy St. Charles IL 60174		INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company		NAIC # 14060	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	[REDACTED]	03/03/2024	03/03/2025	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/OP AGG	\$ 4,000,000
						Business Personal Prop	\$ 375,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		[REDACTED]	03/03/2024	03/03/2025	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
						PER STATUTE	
						OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability		[REDACTED]	03/03/2024	03/03/2025	Liquor Liability	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured- Tri-City Center Associates, L.p. an Illinois Limited Partnership

CERTIFICATE HOLDER Tri-City Center Associates, L.p. an Illinois Limited Partnership	CANCELLATION 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 Henry Soliz
---	---



State of Illinois
Domestic/Foreign Corporation Annual Report

Year 2025 Corporation File No [REDACTED]
 FILED August 7, 2025
 Alexi Giannoulias, Secretary of State

1. Corporate Name CENTAURO INC.
 Registered Agent CARLOS ARECHIGA SANTILLAN
 Registered Office 143 W 154TH ST
 City, IL, Zip Code, County SOUTH HOLLAND, IL 60473-1016 COOK
2. Principal address of Corporation 143 W 154TH ST
SOUTH HOLLAND, IL 60473
- 3a. State or Country of Incorporation ILLINOIS 3b. Date Incorporated/Qualified 09-19-2024

4. The names and addresses of ALL officers & directors MUST be listed here!

Officers	
Title Name & Address	PRESIDENT CARLOS ARECHIGA SANTILLAN 143 W 154TH ST SOUTH HOLLAND IL 60
Title Name & Address	DIRECTOR CARLOS ARECHIGA SANTILLAN 143 W 154TH ST SOUTH HOLLAND, IL 60473
Title Name & Address	

5. If 51% or more of the stock is owned by a minority or female, please check the appropriate box

Minority Female Both

6. Number of shares authorized and issued as of 6-30-2025

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		0.000000	1000	1000.000

7. The amount of paid-in-capital as of 6-30-2025 is \$ 1000

8. All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.

9. Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By YENIFER ARRIAGA
 Authorized Officer
CONTROLLER August 7, 2025
 Title & Date

Fee Summary
Franchise Tax: \$0.00
Filing Fee: \$75.00
Penalty: \$0.00
Interest: \$0.00
Total Fee: \$75.00



ILLINOIS SECRETARY of STATE
ALEXI GIANNOULIAS

(https://www.ilsos.gov/)

Search ilsos.gov...



(https://www.ilsos.gov/search/searchgoogle.html)

[Driver's Licenses & ID Cards](#)

[Vehicles, Plates & Titles](#)

[Business Services](#)

[More Services](#)

Business Entity Search

Entity Information

Entity Name	CENTAURO INC.		
File Number	74873839	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	09-19-2024	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	08-07-2025	Annual Report Year	2025
Agent Information	CARLOS ARECHIGA SANTILLAN 143 W 154TH ST SOUTH HOLLAND .IL 60473-1016	Agent Change Date	09-19-2024

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Available Services](#) [Officers](#) [Assumed Name](#) [Old Corp Name](#) [File History](#)

Officer Name and Address

President CARLOS ARECHIGA SANTILLAN 143 W 154TH ST SOUTH HOLLAND IL 60

FORM BCA 2.10
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 74873839

Approved By: AXP

FILED

SEP 19 2024

Alexi Giannoulis
Secretary of State

1. Corporate Name: CENTAURO INC.

2. Initial Registered Agent: CARLOS ARECHIGA SANTILLAN

First Name

Middle Initial

Last Name

Initial Registered Office: 143 W 154TH ST

Number

Street

Suite No.

SOUTH HOLLAND

IL

60473-1016

COOK

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>1000</u>	<u>1000</u>	<u>\$ 1000</u>

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated SEPTEMBER 19, 2024
Month & Day Year

CARLOS ARECHIGA SANTILLAN

Name

143 W. 154TH.

Street

SOUTH HOLLAND

IL

60473

City/Town

State

ZIP Code



Certificate of Completion

This is to certify that

Carlos Arechiga

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 09-22-2025

This temporary certificate is valid for 30 days.
Download your official BASSET card at mytax.illinois.gov


John Comly

President, CEO and Director

225 East Robinson St Ste 570
Orlando, FL 32801

Certificate # 16486364

BASSET Card



October 14, 2025



Letter ID: L1737565544



CARLOS ARECHIGA
29W703 CAMBRIDGE ST
WARRENVILLE IL 60555

01/01

License No.: 5A-0110606
Expiration Date: 09/22/2028
License Type: Basset Card

Your "Student ID number" is: 16486364

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at LCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 09/22/2025 Expires: 09/22/2028
Trainer's IL Liquor License Number: 5A-0110606
CARLOS ARECHIGA
[REDACTED]

****Card is not transferrable****

Lamela, Andrew

From: Nicole Wlodarski <nwladarski@bolingbrook.gov>
Sent: Monday, October 27, 2025 10:00 AM
To: Lamela, Andrew
Subject: Re: Liquor License Background

You don't often get email from nwladarski@bolingbrook.gov. [Learn why this is important](#)

I show nothing for your subject



Nicole Wlodarski

Records Clerk
630.226.8664 | 630.226.8669 (f)

Village of Bolingbrook
375 W Briarcliff Rd
Bolingbrook, IL 60440
www.bolingbrook.gov

From: Lamela, Andrew <alamela@stcharlesil.gov>
Sent: Monday, October 27, 2025 9:28 AM
To: PD Records <PDRecords@bolingbrook.com>
Subject: Liquor License Background

Caution! This message was sent from outside your organization.

Good morning,

I am currently conducting a liquor license background investigation on an applicant who at one point resided in your town. Can you please advise if you have had any negative contact with Carlos Arechiga-Santillan (dob) [REDACTED] Carlos also goes by Carlos Arechiga.

I attached a letterhead request along with two waiver forms signed by Carlos.

Thank you for your assistance,

Drew Lamela #340

Andrew Lamela | Commander - Police Investigations Division
p: 630.443.3742 | alamela@stcharlesil.gov
1515 W. Main Street, St. Charles, IL 60174-1627
City of St. Charles | stcharlesil.gov



**CITY OF
ST. CHARLES**
ILLINOIS • 1834

St. Charles Police Department

1515 West Main Street

St. Charles, IL 60174

630.377.4435

Dan Likens *Chief of Police*

Date: 10/27/2025

Attention: Bolingbrook Police Department / Records

From: Commander Drew Lamela #340

I am conducting a liquor license background investigation on a subject who resides in Bolingbrook, Illinois. Please provide any/all contacts for:

Arechiga-Santillan, Carlos

DOB: [REDACTED]



Please respond via email to alamela@stcharlesil.gov even if there are no documented contacts.

Thank you for your assistance.

Commander Drew Lamela #340

Commander Drew Lamela #340





MENU

APPETIZERS

- **Centauro's Sampler**

A shareable platter featuring queso dip, crispy chicken taquitos, steak quesadillas, bite-sized ground beef chimichangas, two house-made salsas, fresh pico de gallo, tortilla chips, and creamy guacamole.

- **Taquitos de Wagyu**

Crispy corn tortillas filled with tender Wagyu beef, topped with avocado crema and microgreens.

- **Quesadillas Trufadas**

Handmade tortillas filled with Oaxaca cheese and a touch of black truffle, served with roasted tomato salsa.

- **Alitas Centauro**

Crispy chicken wings glazed with a smoky chipotle-honey sauce, garnished with toasted sesame seeds and fresh cilantro.

TACOS

- **Grilled Steak (Arrachera)**

Fire-grilled marinated skirt steak, charred scallions, and a smoky chipotle aioli.

- **Shredded Chicken (Tinga)**

Pulled chicken in a guajillo-tomato sauce, pickled red onions, and crema fresca.

- **Vegetarian (Portobello)**

Grilled portobello mushrooms, queso fresco, roasted poblano peppers, and cilantro pesto.

- **Carnitas de Lechón**

Slow-cooked heritage pork with crispy edges, fresh tomatillo salsa, and a squeeze of lime.

- **Vegan (Jackfruit al Pastor)**

Spiced jackfruit marinated in a pineapple-guajillo sauce, topped with cilantro and onion.

- **Shrimp (Camarones al Tequila)**

Tequila-marinated shrimp, creamy avocado slaw, and a hint of citrus zest.

- **Grilled Fish (Pescado Zarandeado)**

Adobo-grilled fish filet, pickled cucumber ribbons, and chipotle-lime crema.

SIDES

- **Elotes de Centauro**

Grilled corn smothered in smoky aioli, Cotija cheese, and a dusting of chili-lime seasoning.

- **Mexican Saffron Rice**

Golden-hued rice infused with saffron, garlic, and roasted vegetables.

DESSERTS

- **Volcán de Chocolate**

Warm chocolate lava cake with a hint of ancho chili, served with dulce de leche ice cream.

- **Churros Gourmet**

Crispy churros dusted with cinnamon sugar, paired with Mexican chocolate and caramel sauces.

- **Celebration Cake**

Three-layer tres leches cake infused with vanilla bean, topped with fresh berries and edible gold.



COCKTAILS

Luna Negra

Ingredients: Mezcal, activated charcoal, agave, fresh lime, black salt rim

A bold, smoky cocktail with a dramatic black hue to match the mystery of the night.

Sangre del Sol

Ingredients: Tequila reposado, blood orange, passion fruit, lime, habanero-infused agave

A fiery yet sweet drink inspired by the vibrant energy of the Latin sun.

Añejo Amor

Ingredients: Añejo tequila, vanilla-infused simple syrup, walnut bitters, orange twist

A smooth, luxurious cocktail highlighting the depth of aged tequila.

Flor de Fuego

Ingredients: Rum, hibiscus, jalapeño, lime, agave nectar

A floral and spicy concoction designed to ignite the senses.

Diamante Verde

Ingredients: Gin, fresh cucumber, mint, elderflower, sparkling wine

A refreshing, effervescent cocktail exuding elegance and sophistication.

Dulce Veneno

Ingredients: Mezcal, pineapple, tamarind, lime, chili-lime salt rim

A sweet and tangy "sweet poison" with an irresistible spicy kick.

Azúcar Rosa

Ingredients: Rosé tequila, guava, rosewater, lime, pink peppercorn garnish

A delicate yet playful drink perfect for the chic crowd.

Elixir Dorado

Ingredients: Gold rum, honey syrup, fresh lime, ginger, turmeric dust

A vibrant golden drink packed with bold flavors and a healthy twist.

Noches de Perla

Ingredients: Vodka, lychée, coconut cream, lime, edible pearl garnish

A creamy, exotic cocktail designed to transport your guests to a tropical paradise.

Estrella Azul

Ingredients: Blue curaçao, tequila blanco, lime, agave, edible star glitter

A dazzling, celestial drink that shines as bright as the stars in the Centauro sky.

ARECHIGA GROUP

EST. 2012

A Culinary Legacy

Bringing Authentic Mexican Flavors to Every Table

HR
HARDY RESTAURANT

At Arechiga Group, our mission is to share and conquer hearts through the authentic and unparalleled flavors of Mexican cuisine.

EL JEFE
CASA SANTA

What began as a family's deep-rooted passion for traditional Mexican cooking has grown into a culinary legacy that spans generations.

**SALSA
VERDE**

For over 20 years, we have been pioneers in delivering excellence in Mexican dining across Illinois and Indiana, staying true to the rich heritage of our cuisine while continually innovating.

Fla Carmen
TACOS & TEQUILA

With more than 8 unique restaurant brands under our umbrella, each offering a distinct culinary experience, Arechiga Group invites diners to explore the diversity and depth of Mexican flavors. From high-end dining to casual, authentic meals, our restaurants reflect our commitment to quality, tradition, and the love of sharing food.

REVOLUCION
CASA SANTA

CASA SANTA
CASA SANTA

With every dish, we honor our roots while paving the way for new tastes and experiences, keeping our mission alive in every bite we serve.

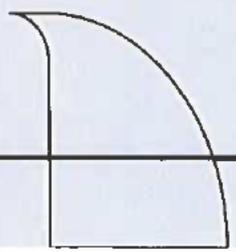
VERDE
CASA SANTA

QUESA TACOS
MEXICAN TAQUERIA



Life without Mexican food is like no life at all.
Someone, somewhere.

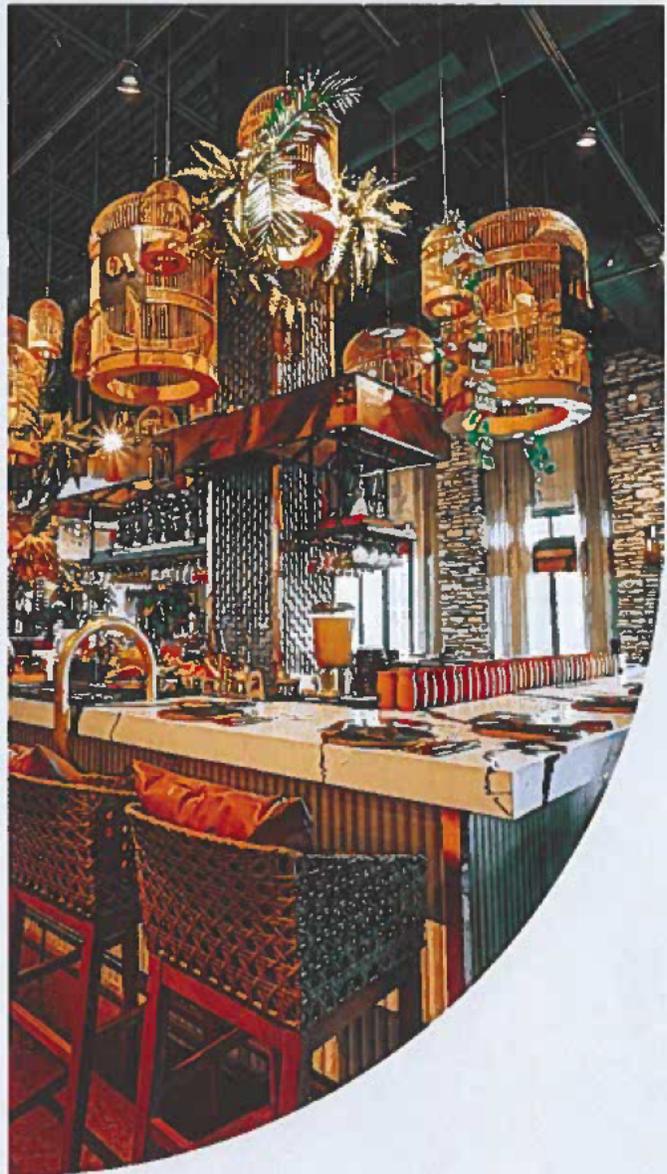
ARECHIGA GROUP



***Conoce un poco más
de nosotros.***

We arise from the tradition and passion for gastronomy carried by the Arechiga name, reflecting the richness of a culinary legacy with strong Mexican roots.

With more than 8 different restaurant business models, our focus is on personalized service, specialized menus, and a unique gastronomic experience.



About Playa

Playa is the newest concept from Arechiga Restaurant Group, set to debut in December 2025 in St. Charles. Designed as a stylish destination for dining and social gatherings, Playa draws inspiration from the relaxed elegance of coastal Mexico — a place where food, cocktails, and atmosphere come together in harmony.

Every detail at Playa is meant to transport guests to a seaside escape, blending natural textures, warm lighting, and a fresh, contemporary design language. The space evokes the feel of an evening along the coast, where refined dining and casual sophistication coexist seamlessly.

A New Chapter for St. Charles

With Playa, Arechiga Restaurant Group aims to complement the already rich mix of restaurants and bars that make St. Charles such a dynamic destination. Rather than replicate what already exists, Playa adds a new layer of depth — an inviting environment for conversation, dining, and memorable evenings.

The menu will celebrate fresh, vibrant flavors rooted in coastal Mexican cuisine, paired with a refined cocktail program and impeccable hospitality. Playa is envisioned as the kind of place where locals and visitors alike can unwind, connect, and enjoy the art of good company.

Private Events & Celebrations

Playa will also serve as a versatile venue for private events — including birthdays, weddings, and corporate holiday celebrations. This element of the business builds on the success of Hacienda Real, our sister location just across Randall Road at Geneva Commons, where private dining and large group events have become an integral part of our hospitality experience. Playa will continue that tradition, offering guests a beautiful new setting for life's most meaningful occasions, complete with curated menus and personalized service.



**ARECHIGA
GROUP**
EST. 2012

HR
HUESO & RIBAN

EL JEFE
TACOS & BEBIDAS

**SALSA
VERDE**

fla Carmen
TACOS & BEBIDAS

REVOLUCION
CANTINA & BAR

CASA SANTA
RESTAURANTE & BAR

VERDE
RESTAURANTE & BAR

QUESA TACOS
MEXICANA TAQUERIA



PLAYA

TACOS, MARGARITAS & MUSIC LOUNGE



Life without Mexican food is like no life at all.
Someone, somewhere.

ARECHIGA GROUP



**ARECHIGA
GROUP**
EST. 2012



EST.



2012

PLAYA

TACOS, MARGARITAS & MUSIC LOUNGE









RESTAURANT BUILD-OUT for CENTAURO

2061A Lincoln Highway
St. Charles, Illinois 60174

J.U.L.I.E HOTLINE
ALWAYS CALL BEFORE YOU DIG
CALL 811 or (800) 892-0123



**ROBERT M. AKERS
ARCHITECTURE LLC**
ARCHITECT / DESIGNER / RESIDENTIAL / COMMERCIAL
202 Campbell Street, Geneva, IL 60134
(630) 355-6176 • rma@rmaarch.com
www.rmaarchitect.com

**CODE REQUIREMENTS: CITY OF ST. CHARLES, ILLINOIS
WITH LOCAL AMENDMENTS**

- 2020 National Electric Code (NEC)*
- Illinois State Plumbing Code (2014)*
- 2021 International Mechanical Code*
- 2021 International Fuel Gas Code*
- 2021 Illinois / International Energy Conservation Code
- 2021 International Building Code*
- 2021 International Existing Building Code
- 2021 International Fire Code*
- 2018 Illinois Accessibility Code

OCCUPANCY: A2, ASSEMBLY

CONSTRUCTION TYPE: TYPE III, B

AREA: Main Floor = 7,317 sq.ft.

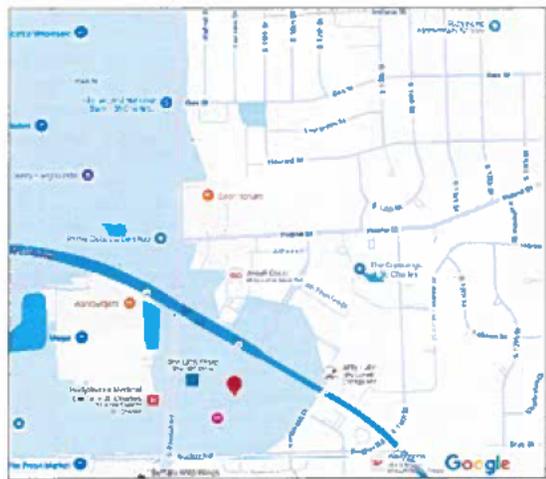
HEIGHT: 24'-0"±, EXISTING

FLOOR LOAD: 125 psf

ROOF LOAD: 40 psf

WIND LOAD: 90 mph

FIRE SUPPRESSION: YES, BY OTHERS



LOCATION MAP
NOT TO SCALE

STRUCTURAL DESIGN CRITERIA

Insulating soil bearing capacity 2,500 psf

Specified concrete strength 3,000 psi after 28 days

Structural Steel

AISC A 992 with a yield strength of 50ksi

Specified lumber

2x4, 2x6, 2x8, 2x10 Spruce Peer Fir (SPF) grade No 2 or better

Canadian, with an extreme fiber stress F_b of 875 psi minimum

2x12 True Fir grade No 2 or better

Diamonds, Blue, with an extreme fiber stress F_b of 850 psi min

Parallel to Deck Beams to be Truss-Joint Maximum 1.25 L₁ unless noted otherwise

Manufactured floor joists shall be Trus Joist Veyrummer EJo as noted

Floor Loads = 40F LL, 10F DL, All Areas

Wall Load = 60F PLF or actual

Ceiling Load = 20F LL, 10F DL, Roof slopes over 3/12

Roof Load = 30F LL, 10F DL

Cathedral Roof Load = 30F LL, 10F DL, All Slopes

Exterior Deck Load = 40F LL, 10F DL

NOTE: ALL EXTERIOR DECK FRAMING MATERIAL SHALL BE SPF
FB = 625 OR BETTER (TREATED TO PREVENT ROT)

DRAWING INDEX

- T1.0 - TITLE SHEET
- D1.0 - DEMOLITION PLAN
- A1.0 - KEY PLAN & DIMENSION PLANS
- A2.0 - LIFE SAFETY PLAN w/ SEATING & EQUIPMENT
- A3.0 - SCHEDULES, AND ADA DETAILS
- A4.0 - TYPICAL WALL SECTIONS, & DETAILS
- GEN.1 - GENERAL NOTES
- E1.0 - ELECTRICAL POWER PLAN & NOTES
- E2.0 - ELECTRICAL LIGHTING PLAN & SCHEDULE
- P1.0 - PLUMBING PLAN
- P2.0 - PLUMBING RISER DIAGRAMS
- P3.0 - PLUMBING SCHEDULE, DETAILS & NOTES
- FS.1 - FOOD SERVICE EQUIPMENT PLAN
- FS.2 - FOOD SERVICE EQUIPMENT SCHEDULE & NOTES

REVISIONS	BY

**ROBERT M. AKERS
ARCHITECTURE LLC**
ARCHITECT / DESIGNER / RESIDENTIAL / COMMERCIAL
202 Campbell Street, Geneva, IL 60134
(630) 355-6176 • rma@rmaarch.com
www.rmaarchitect.com



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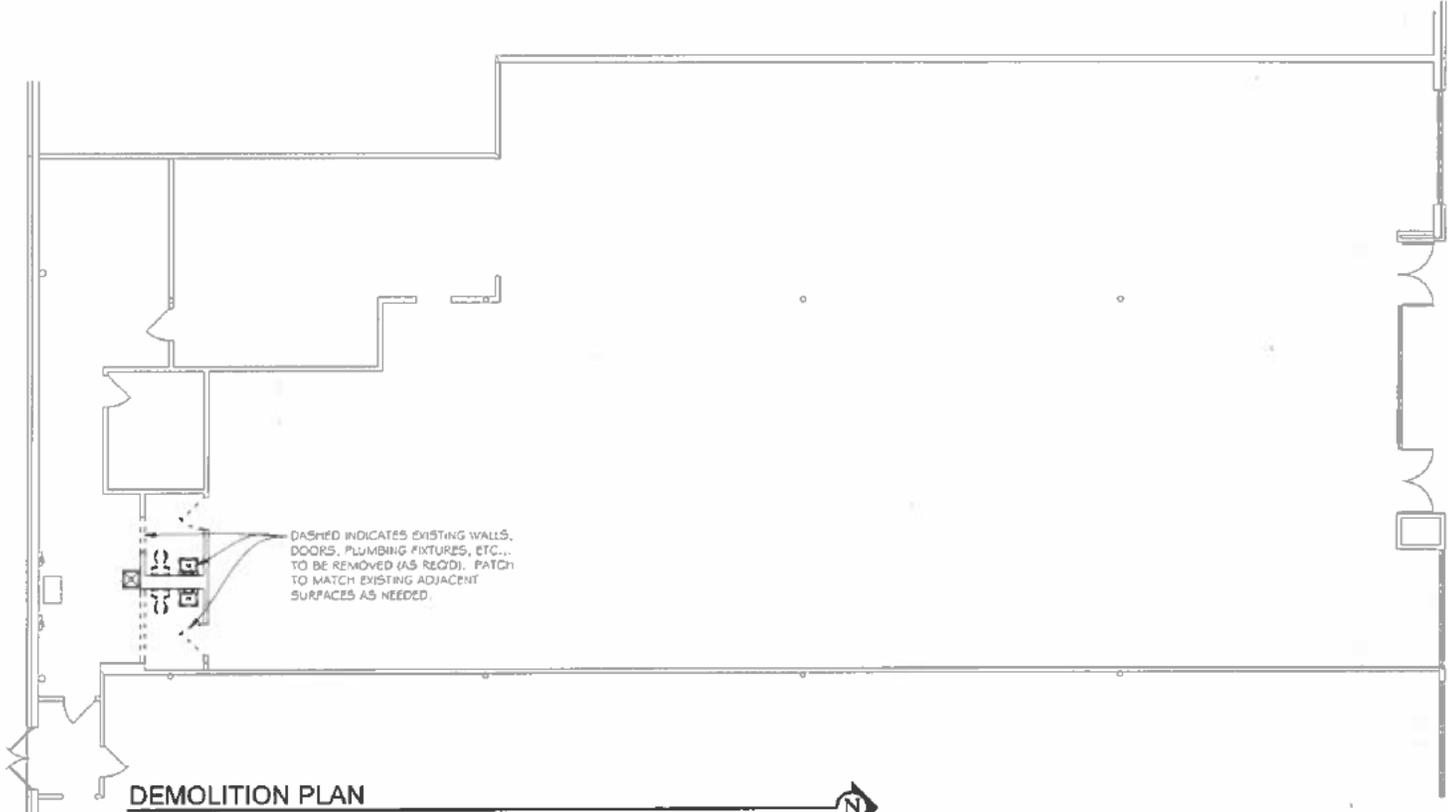
TITLE SHEET
Rest. build-out for
CENTAURO
2061A Lincoln Highway
St. Charles, Illinois 60174

Scale: AS NOTED

Drawn: R. M. A.

Job: 24-0458

Sheet
T1.0
Of 1 Sheet(s)



DASHED INDICATES EXISTING WALLS,
DOORS, PLUMBING FIXTURES, ETC...
TO BE REMOVED (AS REQD). PATCH
TO MATCH EXISTING ADJACENT
SURFACES AS NEEDED.

DEMOLITION PLAN
SCALE: 3/16" = 1'-0"



Revised	By
11/11/24	MM
11/11/24	MM

**ROBERT M. AKERS
ARCHITECTURE, LLC**
PROFESSIONAL ARCHITECTS
2001 A Lincoln Highway
St. Charles, Illinois 60154
www.rma-llc.com

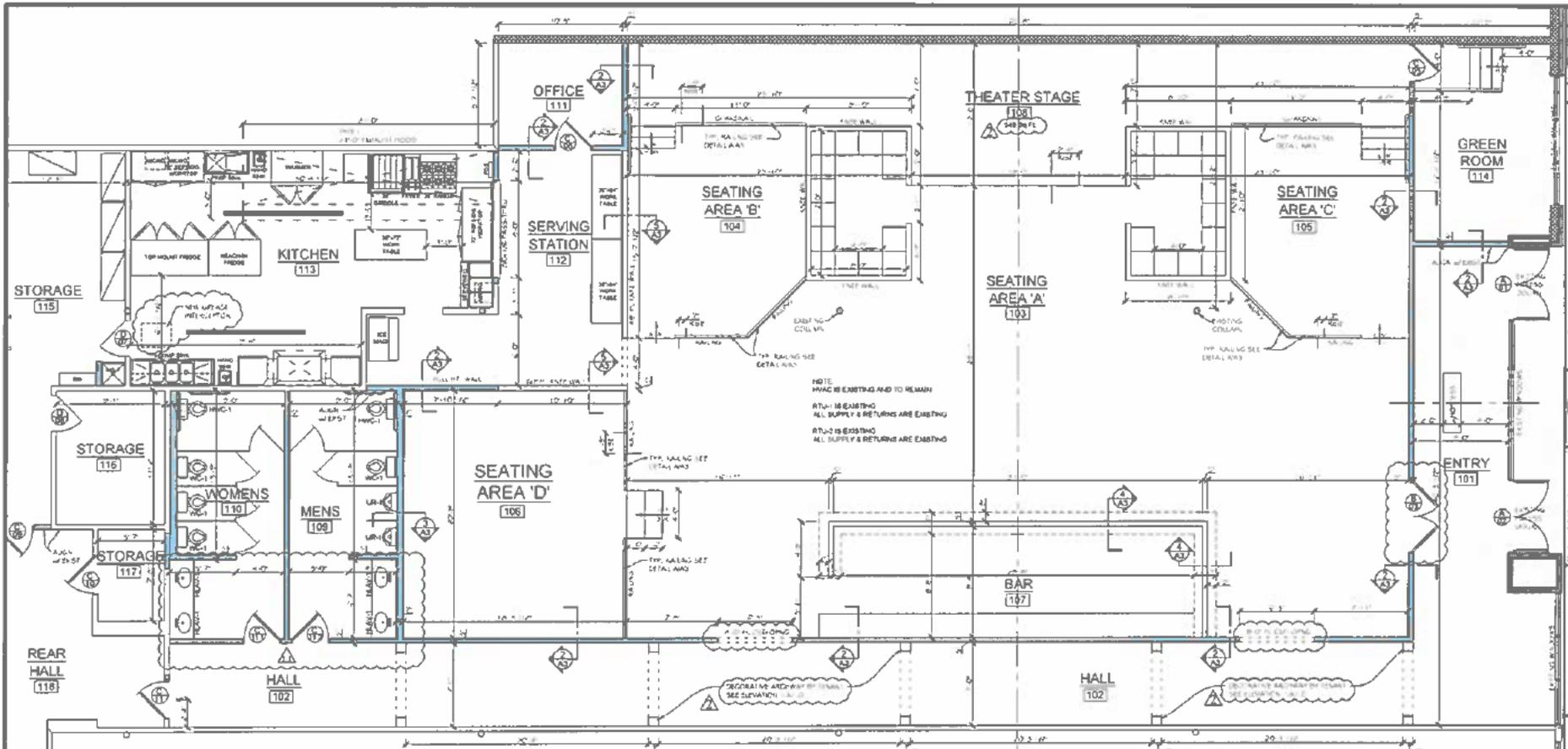


This plan was prepared for the project described above and is based on the information provided by the client. It is the responsibility of the client to verify the accuracy of the information provided. The architect is not responsible for any errors or omissions in this plan.

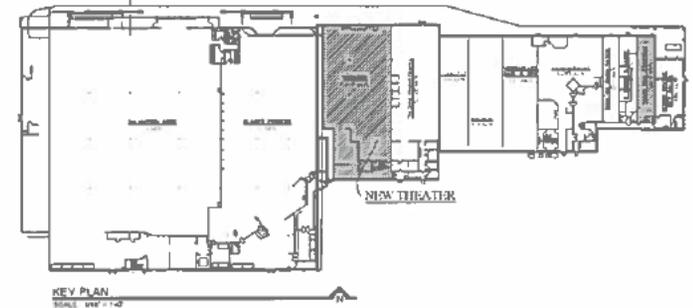
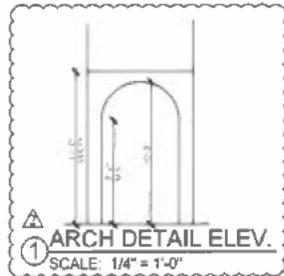
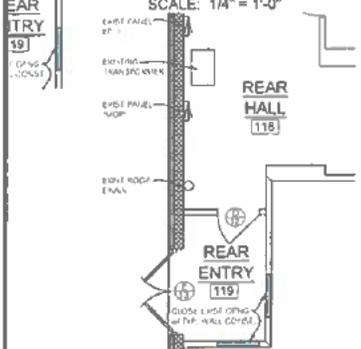
DEMOLITION PLANS
Restaurant build-out for
CENTAURO
2001 A Lincoln Highway
St. Charles, Illinois 60154

Date: 11/11/24
Scale: AS NOTED
Drawn: R.M.A.
Job: 24-0486

Sheet
D1.0
Of 1 Sheet(s)



FIRST FLOOR DIMENSION PLAN
 SCALE: 1/4" = 1'-0"
 7,317 Sq. Ft.



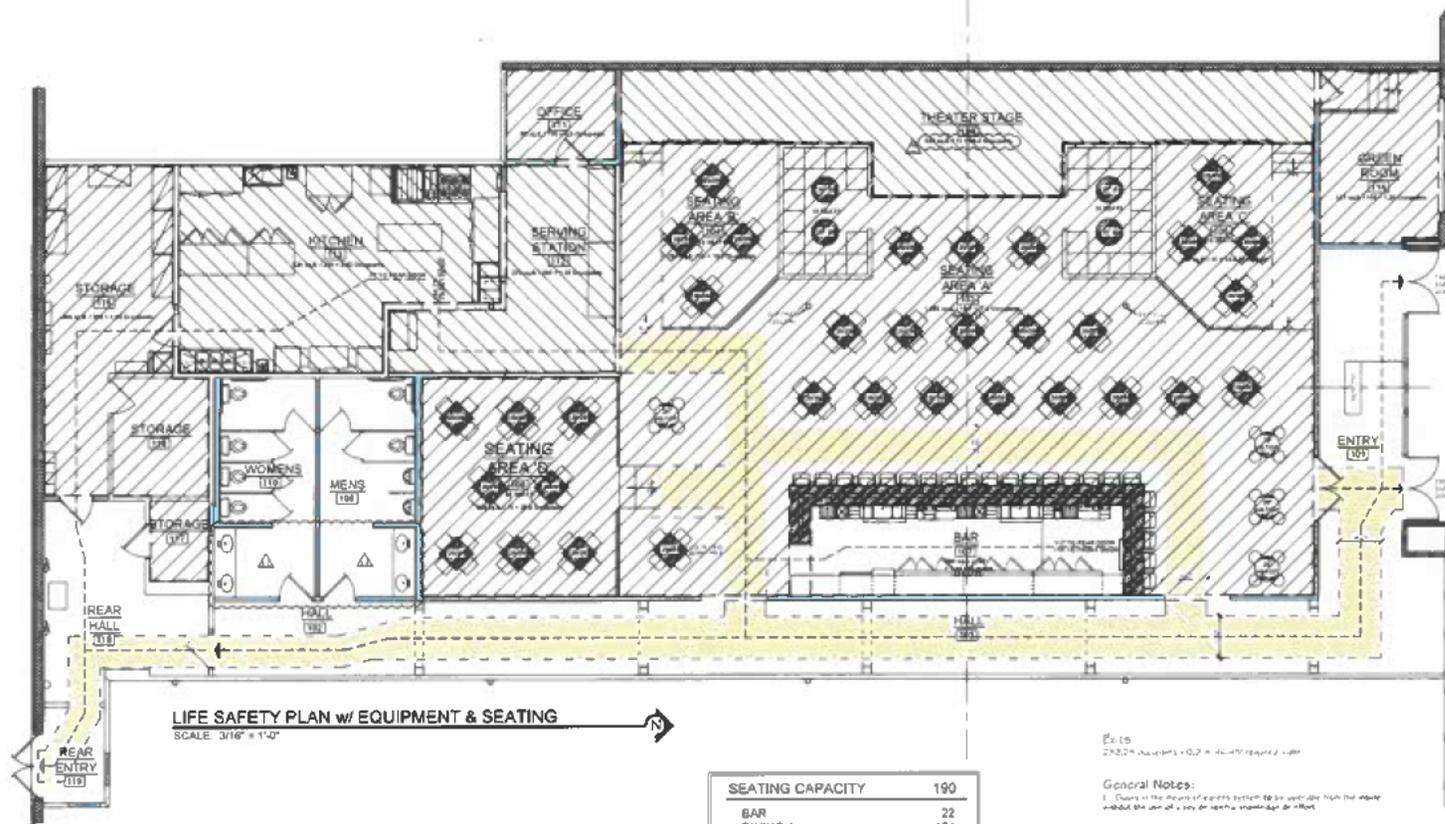
REVISIONS BY

ROBERT M. AKERS ARCHITECTURE LLC
 2001 A Lancelotti Highway
 St. Charles, Illinois 60174
 (630) 584-1100
 www.rmackers.com

DIMENSION PLAN & KEY PLAN
 Restaurant build-out for:
CENTAURO
 2001 A Lancelotti Highway
 St. Charles, Illinois 60174

Date: 1/15/24
 Scale: AS NOTED
 Drawn: R.M.A.
 Job: 24-0456

Sheet
A1.0
 Of 4 Sheets



LIFE SAFETY PLAN w/ EQUIPMENT & SEATING
SCALE: 3/16" = 1'-0"

SEATING CAPACITY	
BAR	22
DINING A	104
DINING B	16
DINING C	16
DINING D	32
TOTAL	190



Exits
2x20' minimum x 6'0" in height required

General Notes:
1. Doors in the means of egress system to be swingable from the egress without the use of a key or other impediment to egress.

OCCUPANCY per Table 1004.1.2

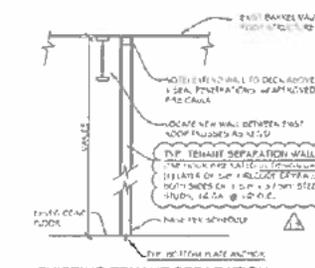
Room	Area (Sq. Ft.)	Load Factor	Occupants
Dining A	1,908	15	127.2
Dining B	254	15	16.9
Dining C	254	15	16.9
Dining D	389	15	25.9
Bar	289	200	1.44
Stage	549	15	36.6
Kitchen	534	200	2.62
Serving Station	270	200	1.35
Office	90	150	0.60
Green Room	187	150	1.25
Storage	455	300	1.52
TOTAL			232.28

REVISIONS

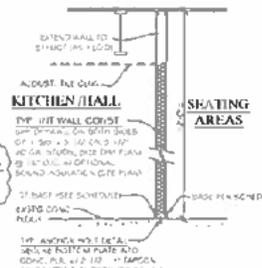
NO.	DATE	DESCRIPTION	BY
1	01/15/24	ISSUE FOR PERMITS	RAM
2	01/15/24	ISSUE FOR PERMITS	RAM
3	01/15/24	ISSUE FOR PERMITS	RAM

ROBERT M. AKERS ARCHITECTURE LLC
ARCHITECTS / INTERIORS / LANDSCAPE ARCHITECTS
2061 A Lincoln Highway
St. Charles, Illinois 60114
www.rmackers.com

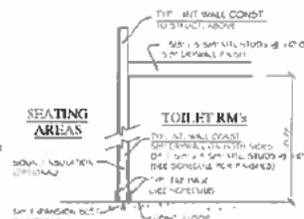
LIFE SAFETY PLAN
Rear Entry Hall-out for CENTAURO
Drawn R.M.A.
Job 24-0495P
Sheet
A2.0
Of 4 Sheets



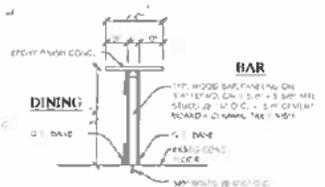
1 EXISTING TENANT SEPARATION
1-HOUR FIRE WALL
SCALE: 1/2" = 1'-0"



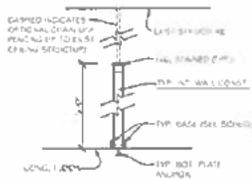
2 TYP. INT WALL CONST.
NOT TO SCALE



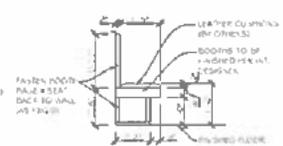
3 TYP. TOILET WALL SECT.
SCALE: 1/2" = 1'-0"



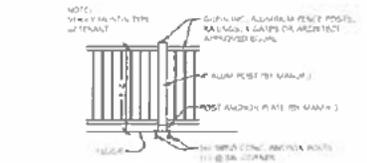
4 TYP. BAR WALL SECT.
SCALE: 1/2" = 1'-0"



5 TYP. KNEE WALL
SCALE: 1/2" = 1'-0"



6 TYP. BOOTH SECTION
SCALE: 1/2" = 1'-0"



A RAILING DETAIL
SCALE: 1/2" = 1'-0"

REVISIONS	By	Date
ROBERT M. AKERS ARCHITECTURE LLC		
2801 A Lincoln Highway St. Charles, Illinois 60174 (630) 584-1100 www.rmackers.com		
TYPICAL WALL SECTIONS Resturant Build-out for CENTAURO 2801 A Lincoln Highway St. Charles, Illinois 60174		
Date	1/15/24	
Scale	AS NOTED	
Drawn	R.M.A.	
Job	24-0478	
Sheet	A4.0	
Of 4 Sheet(s)		

GENERAL NOTES

- 1. All work shall conform to all local codes and ordinances and all applicable state and federal codes and ordinances.
2. All permit fees shall be included in the bid price.
3. The Contractor shall be responsible for all permits and fees...
4. All Contractors and their subcontractors shall inspect the site and verify all conditions and data pertaining to the new structure and their relationship to the work.
5. All utility locations shall be verified by the State or local utility.
6. All dimensions shall be verified by the State or local utility.
7. Any discrepancies, conflicts or ambiguities between the various drawings or between the various drawings and actual conditions shall be brought to the attention of the Architect or Owner.
8. Failure to do so will be the responsibility of the Contractor or its subcontractors of any additional costs that might be incurred as a result of discrepancies, conflicts or ambiguities.
9. Structural, mechanical, plumbing and electrical drawings are supplementary to the architectural drawings. It shall be the responsibility of the General Contractor to check with the architectural drawings prior to installation of structural members of plumbing or electrical work and to coordinate such installation with the architectural work.
10. Any discrepancy or conflict between the architectural drawings and the drawings of the existing engineering(s) drawings shall be brought to the attention of the architect for clarification. Any work existing in conflict with the architectural drawings shall be corrected by the General Contractor at his own expense and at no expense to the Owner or Architect.
11. All dimensions used throughout the drawings are those in common use. The Architect will advise the owner of any in common use.
12. The Owner will select and approve upon installation final color and materials as required during erection.
13. Glass together and mullion shall conform to all requirements for the safety glazing for glazing systems.
14. Unless noted otherwise, interior partition dimensions are in inches.
15. All dimensions through a fire rated assembly shall be the finished wall height and depth of the fire rated assembly.
16. All dimensions for concrete shall be to the outside of the formwork.

15. All dimensions through a fire rated assembly shall be the finished wall height and depth of the fire rated assembly. All dimensions for concrete shall be to the outside of the formwork.

- 0200 DEMOLITION
1. Where required, temporary removal and disposal of all existing work and equipment not required for the project.
2. Remove existing masonry with building demolished prior to starting work.
3. Provide fire protection for existing structure during demolition.
4. Provide fire protection for existing structure during demolition.
5. Provide fire protection for existing structure during demolition.

- 0400 CONCRETE
1. All concrete shall be placed and finished in accordance with the specifications and notes.
2. All concrete shall be placed and finished in accordance with the specifications and notes.
3. All concrete shall be placed and finished in accordance with the specifications and notes.
4. All concrete shall be placed and finished in accordance with the specifications and notes.
5. All concrete shall be placed and finished in accordance with the specifications and notes.

- 0500 JOINT FINISHES
1. Provide finish joint materials with a plumb line and square line.
2. Provide finish joint materials with a plumb line and square line.
3. Provide finish joint materials with a plumb line and square line.

- 0600 DOOR FRAMES
1. Provide door frames with a plumb line and square line.
2. Provide door frames with a plumb line and square line.
3. Provide door frames with a plumb line and square line.
4. Provide door frames with a plumb line and square line.
5. Provide door frames with a plumb line and square line.

- 0700 WOOD DOORS
1. Provide wood doors with a plumb line and square line.
2. Provide wood doors with a plumb line and square line.
3. Provide wood doors with a plumb line and square line.
4. Provide wood doors with a plumb line and square line.
5. Provide wood doors with a plumb line and square line.

- 0800 WINDOW HARDWARE
1. Provide window hardware with a plumb line and square line.
2. Provide window hardware with a plumb line and square line.
3. Provide window hardware with a plumb line and square line.
4. Provide window hardware with a plumb line and square line.
5. Provide window hardware with a plumb line and square line.

- 0900 GLAZING
1. Provide glazing with a plumb line and square line.
2. Provide glazing with a plumb line and square line.
3. Provide glazing with a plumb line and square line.
4. Provide glazing with a plumb line and square line.
5. Provide glazing with a plumb line and square line.

- 1000 TOILET ACCESSORIES
1. Provide toilet accessories with a plumb line and square line.
2. Provide toilet accessories with a plumb line and square line.
3. Provide toilet accessories with a plumb line and square line.
4. Provide toilet accessories with a plumb line and square line.
5. Provide toilet accessories with a plumb line and square line.

- 1100 FLOOR HARDWARE STATEMENT
1. Provide floor hardware with a plumb line and square line.
2. Provide floor hardware with a plumb line and square line.
3. Provide floor hardware with a plumb line and square line.
4. Provide floor hardware with a plumb line and square line.
5. Provide floor hardware with a plumb line and square line.

- 0200 GYPSUM BOARD SYSTEMS
1. Provide gypsum board systems with a plumb line and square line.
2. Provide gypsum board systems with a plumb line and square line.
3. Provide gypsum board systems with a plumb line and square line.
4. Provide gypsum board systems with a plumb line and square line.
5. Provide gypsum board systems with a plumb line and square line.

- 0300 TILE
1. Provide tile with a plumb line and square line.
2. Provide tile with a plumb line and square line.
3. Provide tile with a plumb line and square line.
4. Provide tile with a plumb line and square line.
5. Provide tile with a plumb line and square line.

- 0400 SUSPENDED ACoustICAL CEILING
1. Provide suspended acoustic ceiling with a plumb line and square line.
2. Provide suspended acoustic ceiling with a plumb line and square line.
3. Provide suspended acoustic ceiling with a plumb line and square line.
4. Provide suspended acoustic ceiling with a plumb line and square line.
5. Provide suspended acoustic ceiling with a plumb line and square line.

- 0500 FLOORING AND BASE
1. Provide flooring and base with a plumb line and square line.
2. Provide flooring and base with a plumb line and square line.
3. Provide flooring and base with a plumb line and square line.
4. Provide flooring and base with a plumb line and square line.
5. Provide flooring and base with a plumb line and square line.

- 0600 PAINTS
1. Provide paints with a plumb line and square line.
2. Provide paints with a plumb line and square line.
3. Provide paints with a plumb line and square line.
4. Provide paints with a plumb line and square line.
5. Provide paints with a plumb line and square line.

- 0700 FRP PANELS
1. Provide FRP panels with a plumb line and square line.
2. Provide FRP panels with a plumb line and square line.
3. Provide FRP panels with a plumb line and square line.
4. Provide FRP panels with a plumb line and square line.
5. Provide FRP panels with a plumb line and square line.

- 1000 TOILET ACCESSORIES
1. Provide toilet accessories with a plumb line and square line.
2. Provide toilet accessories with a plumb line and square line.
3. Provide toilet accessories with a plumb line and square line.
4. Provide toilet accessories with a plumb line and square line.
5. Provide toilet accessories with a plumb line and square line.

- 1100 FLOOR HARDWARE STATEMENT
1. Provide floor hardware with a plumb line and square line.
2. Provide floor hardware with a plumb line and square line.
3. Provide floor hardware with a plumb line and square line.
4. Provide floor hardware with a plumb line and square line.
5. Provide floor hardware with a plumb line and square line.

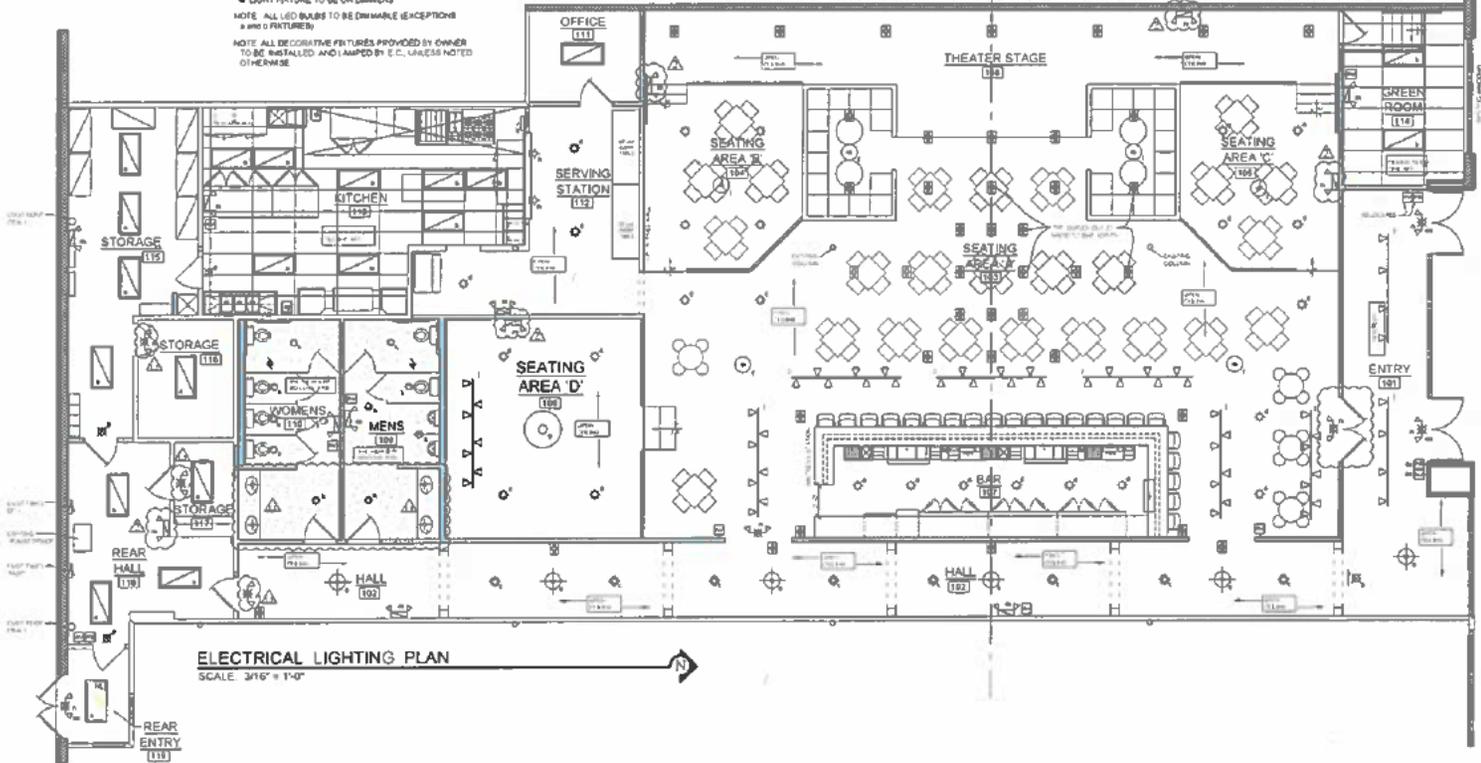
REVISIONS table with columns for revision number, date, and description. Includes a north arrow and project information for Robert M. Akers Architecture LLC, 2901 Alton Highway, St. Charles, Missouri 63074.

GENERAL NOTES
Restroom Hardware for
CENTAURIO
2901 Alton Highway
St. Charles, Missouri 63074
Page 11 of 24
Scale as noted
Drawn R.M.A.
Job 24-0498
Sheet
GEN.1
Of 1 Sheet(s)

KEY	
	2x4 LED SURFACE MOUNT FIXTURE E-COULIGHT 40W 4000K 120V BY E.C.
	2x4 LED RECESSED FIXTURE E-COULIGHT 40W 4000K 120V IC-TRICOPY/SHAW'S C.T. BY E.C.
	SMALL DECORATIVE SURFACE MOUNT FIXTURE LAMPED w/ DIMMABLE LEDS BY TENANT. INSTALLED BY E.C.
	SMALL SURFACE MOUNTED FIXTURE LAMPED w/ DIMMABLE LEDS BY TENANT. INSTALLED BY E.C.
	SMALL DECORATIVE PENDANT FIXTURE LAMPED w/ DIMMABLE LEDS. PROVIDED BY TENANT. INSTALLED BY E.C.
	MEDIUM DECORATIVE PENDANT FIXTURE LAMPED w/ DIMMABLE LEDS. PROVIDED BY TENANT. INSTALLED BY E.C.
	LARGE DECORATIVE PENDANT FIXTURE LAMPED w/ DIMMABLE LEDS. PROVIDED BY TENANT. INSTALLED BY E.C.
	WALL LIGHT FIXTURE WITH 1-1/2\"/>
	SMALL DECORATIVE SUSPENDED PENDANT FIXTURE LAMPED w/ DIMMABLE LEDS BY TENANT. INSTALLED BY E.C.
	BACK TRACK w/ BLACK HEADS INSTALLED BY E.C.
	RECESSED CAN LIGHT w/ 1-1/2\"/>
	LED EMERGENCY LIGHT BY E.C.
	LED EXIT / EMERGENCY LIGHT COMBO BY E.C.
	LED EXIT LIGHT BY E.C.

● LIGHT FIXTURE TO BE ON DIMMERS
 NOTE: ALL LED BULBS TO BE DIMMABLE (EXCEPTIONS
 IN RED FIXTURES)
 NOTE: ALL DECORATIVE FIXTURES PROVIDED BY OWNER
 TO BE INSTALLED AND LAMPED BY E.C. UNLESS NOTED
 OTHERWISE

ELECTRICAL SYMBOLS			
	SINGLE POLE SWITCH		HAND DRYER
	DIMMER SWITCH (PER TYPE OF LAMP/STYLE)		DATA PORT OUTLET 1/2\"/>
	THERMAL SWITCH		THERMOSTAT
	OCCUPANCY SENSOR SWITCH		EXHAUST FAN
	DUPLEX RECEPTACLE		DUPLEX RECEPTACLE w/ GROUND FAULT
	SINGLE RECEPTACLE w/ 2 USB PORTS		JUNCTION BOX
	SPECIAL OUTLET - 200V 10 OR 30		FIRE ALARM PULL STATION
	SAFETY DISCONNECT SWITCH		FIRE ALARM HORN / VISUAL DEVICE
	ELECTRICAL CONTRACTOR		FIRE ALARM DUCT DETECTOR
	WEATHER PROOF		FIRE ALARM SHUT-DOWN RELAY
	NON-FUSED		FIRE ALARM VISUAL DEVICE



ELECTRICAL LIGHTING PLAN
 SCALE: 3/16" = 1'-0"

REVISED BY: [REDACTED]

DATE: 11/15/24

SCALE: AS NOTED

PROJECT: P.M.A.

SHEET: 24-0486

SHEET: E2.0

OF 2 SHEETS

ELECTRICAL LIGHTING PLANS

Restaurant Ballroom for
 CENTAURO
 2001 A Lincoln Highway
 St. Charles, Illinois 60194

DATE: 11/15/24

SCALE: AS NOTED

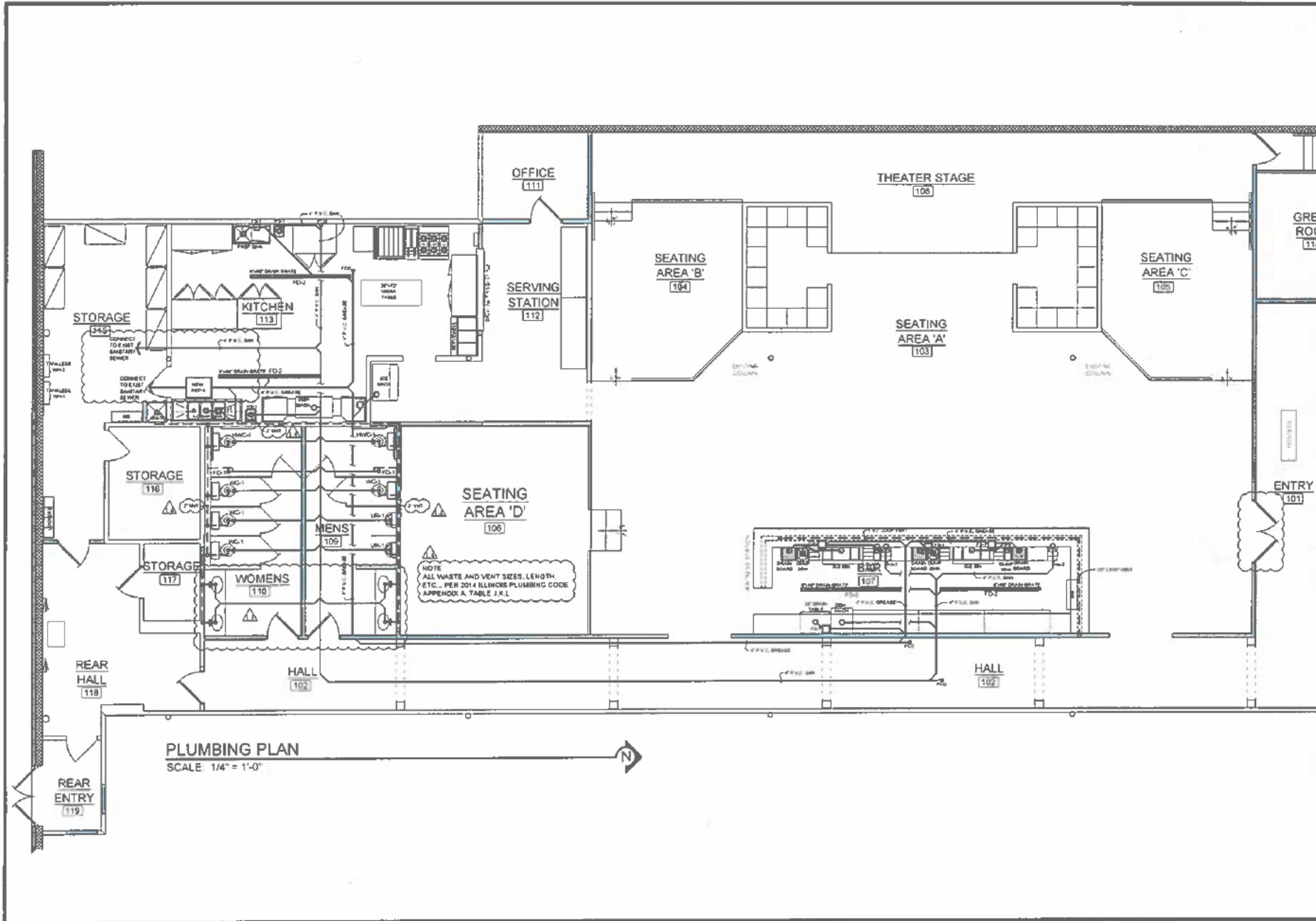
PROJECT: P.M.A.

SHEET: 24-0486

SHEET: E2.0

OF 2 SHEETS

ROBERT M. AKERS
 ARCHITECTURE LLC
 ARCHITECTS / INTERIORS / RESTAURANTS / COMMERCIAL
 1000 W. Main Street, Suite 100
 St. Charles, Illinois 60194
 PH: 630.584.1100
 WWW.RMAKERS.COM



PLUMBING PLAN
SCALE 1/4" = 1'-0"

REVISIONS	BY
1	...
2	...
3	...

ROBERT M. AKERS
ARCHITECTURE LLC
ARCHITECT • INTERIOR DESIGNER • RESTAURANT DESIGNER
1001 A Lincoln Highway
St. Charles, Illinois 60174
www.rmackers.com



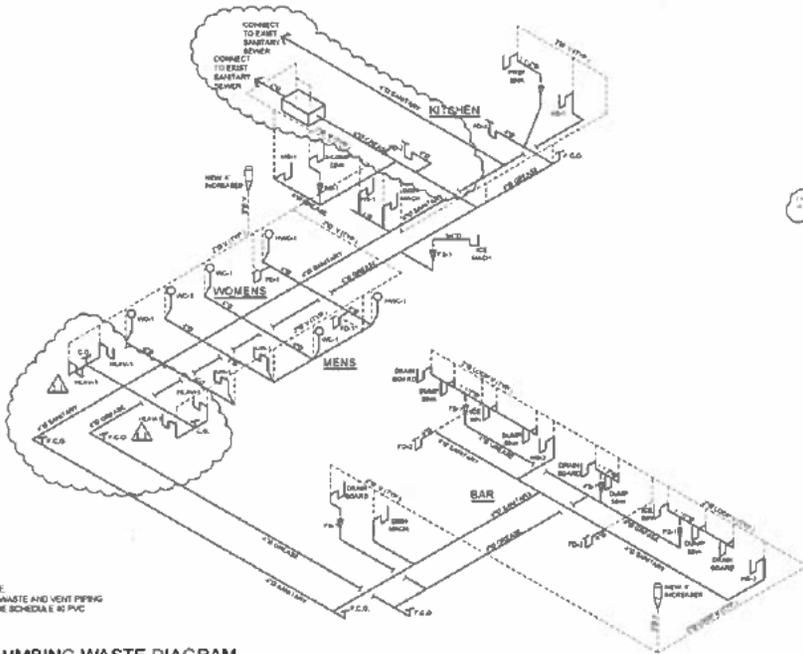
THIS PLAN AND ALL SPECIFICATIONS HERETO
ARE THE PROPERTY OF ROBERT M. AKERS ARCHITECTURE LLC.
NO PART OF THIS PLAN OR SPECIFICATIONS SHALL BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ROBERT M. AKERS
ARCHITECTURE LLC.

PLUMBING FLOOR PLANS
Restaurant Build-out for:
CENTAURO
2001 A Lincoln Highway
St. Charles, Illinois 60174

Date: 11/15/24
Scale: AS NOTED
Drawn: R.M.A.
Job: 24-0455

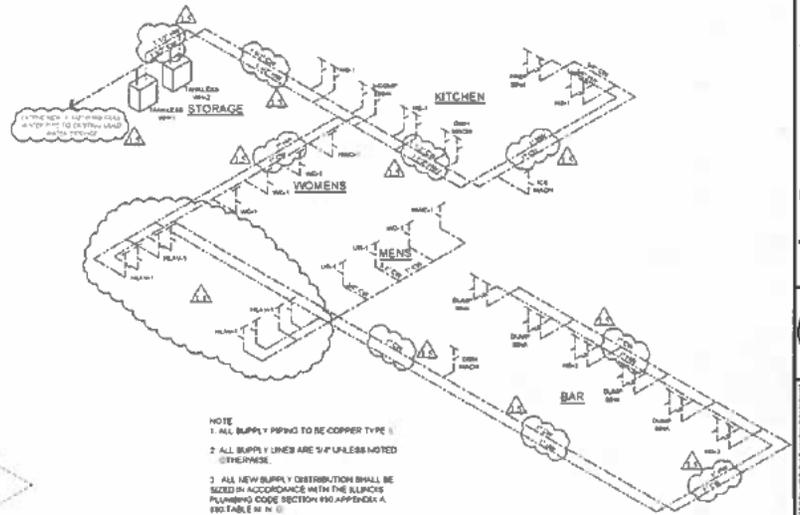
Sheet
P1.0

OF 3 Sheet(s)



NOTE:
ALL WASTE AND VENT PIPING
TO BE SCHEDULE 40 PVC

PLUMBING WASTE DIAGRAM
NOT TO SCALE



NOTE:
1. ALL SUPPLY PIPING TO BE COPPER TYPE 1
2. ALL SUPPLY LINES ARE 1/2" UNLESS NOTED OTHERWISE
3. ALL NEW SUPPLY DISTRIBUTION SHALL BE SIZED IN ACCORDANCE WITH THE ILLINOIS PLUMBING CODE SECTION 800 APPENDIX A, TABLE 101.4

PLUMBING SUPPLY DIAGRAM
NOT TO SCALE

GREASE INTERCEPTOR CALC'S			
FIXTURE	QTY	CU. IN.	CU. GAL.
PRCP SINK	1	750	3.03
WOP SINK	1	1020	8.34
3 COMP SINK	1	11664	58.08
BAR DUMP SINK	1	5400	28.78
BAR DUMP SINK-DRIP	1		2.32
TOTALS	5	18644	98.55
TOTAL GPM RATE REQUIRED = 53.03			

- NOTE:
1. THE NEWLY INSTALLED DRAINAGE AND VENT SYSTEM SHALL BE PRESSURE TESTED WITH WATER OR AIR.
 2. THE DIAMETER OF THE WATER SERVICE SHALL BE PROPERLY SIZED TO ADEQUATELY SUPPLY ALL EXISTING AND NEW PLUMBING FIXTURES WATER DISTRIBUTION.
 3. A STACK TEST SHALL BE DONE ON ALL ROUGH AND UNDERGROUND PLUMBING.
 4. A 25LB AIR TEST SHALL BE DONE ON ALL GAS PIPING AT THE TIME OF ROUGH INSPECTION.
 5. A 75LB AIR TEST OR WATER PRESSURE REQUIRED ON WATER PIPING AT THE TIME OF ROUGH INSPECTION.
 6. ALL EXISTING PLUMBING THAT MAY POSE A HEALTH OR SAFETY HAZARD MUST BE REVISED TO MEET THE ILLINOIS PLUMBING CODE.
 7. ALL UNUSED WATER PIPING TO BE CAPPED WITHIN 2" OF MAX PER (ILLINOIS PLUMBING CODE SECT. 800.1200 I)
 8. IN LINE VALVES TO BE INSTALLED ON WATER SUPPLY TO EACH ROOM ALLOWING SEPARATE ROOMS TO BE SHUT-OFF WITHOUT INTERFERING WITH WATER SUPPLY TO ANY OTHER ROOMS. COMMON VALVES APPROVED FOR BACK TO BACK FIXTURES IN NO MORE THAN 2 ADJACENT ROOMS PER SECTION 800.1100 (I)
 9. INDIRECT WASTE LINES TO BE PIPED TO OPEN SITE DRAINS LOCATED IN SAME ROOM AS FIXTURE SERVED AND NOT TO EXCEED 9' IN LENGTH PER SECTION 800.1010 (I)
 10. IF 2 FAUCETS ARE PROVIDED AT 3-COMPARTMENT SINK, 3/4" HOT & COLD WATER SUPPLY SHALL BE PROVIDED PER SECTION 800 APPENDIX A, TABLE D.
 11. ANY HAND SPRAY ATTACHMENT ON SINK FAUCET TO BE PROTECTED FROM CROSS CONNECTION WITH APPROVED BACKFLOW PROTECTION PER SECTION 800.110 (I)
 12. ASSE 1022 BACKFLOW PREVENTERS TO BE INSTALLED ON ALL CARBOHYDRATE BEVERAGE DISPENSERS PER SECTION 800.1140 (I)
 13. CHEMICAL DISPENSING UNITS SHALL HAVE A DEDICATED WATER SUPPLY AND SHUT-OFF VALVE TO EACH UNIT. EACH UNIT SHALL HAVE A BACKFLOW DEVICE (INSTALLED (RFD) TO PROTECT AGAINST BACKFLOW AND BACK SIPHONAGE. SECTION 800.1140 (N, I)
 14. WATER PIPING SHALL BE INSTALLED WITH ISOLATION VALVES PER SECTION 800.1100 (I)
 15. LAVATORIES SHALL BE SUPPLIED WITH TEMPERED WATER PER SECTION 800.600 (I)
 16. THE 2014 ILLINOIS STATE PLUMBING CODE SUPERSEDES ERRORS ON ISOMETRIC DRAWINGS. IN INSTANCES OF CONFLICT BETWEEN APPROVED DRAWINGS AND PLUMBING CODE, 2014 ILLINOIS PLUMBING CODE SHALL SUPERSEDE DRAWINGS.

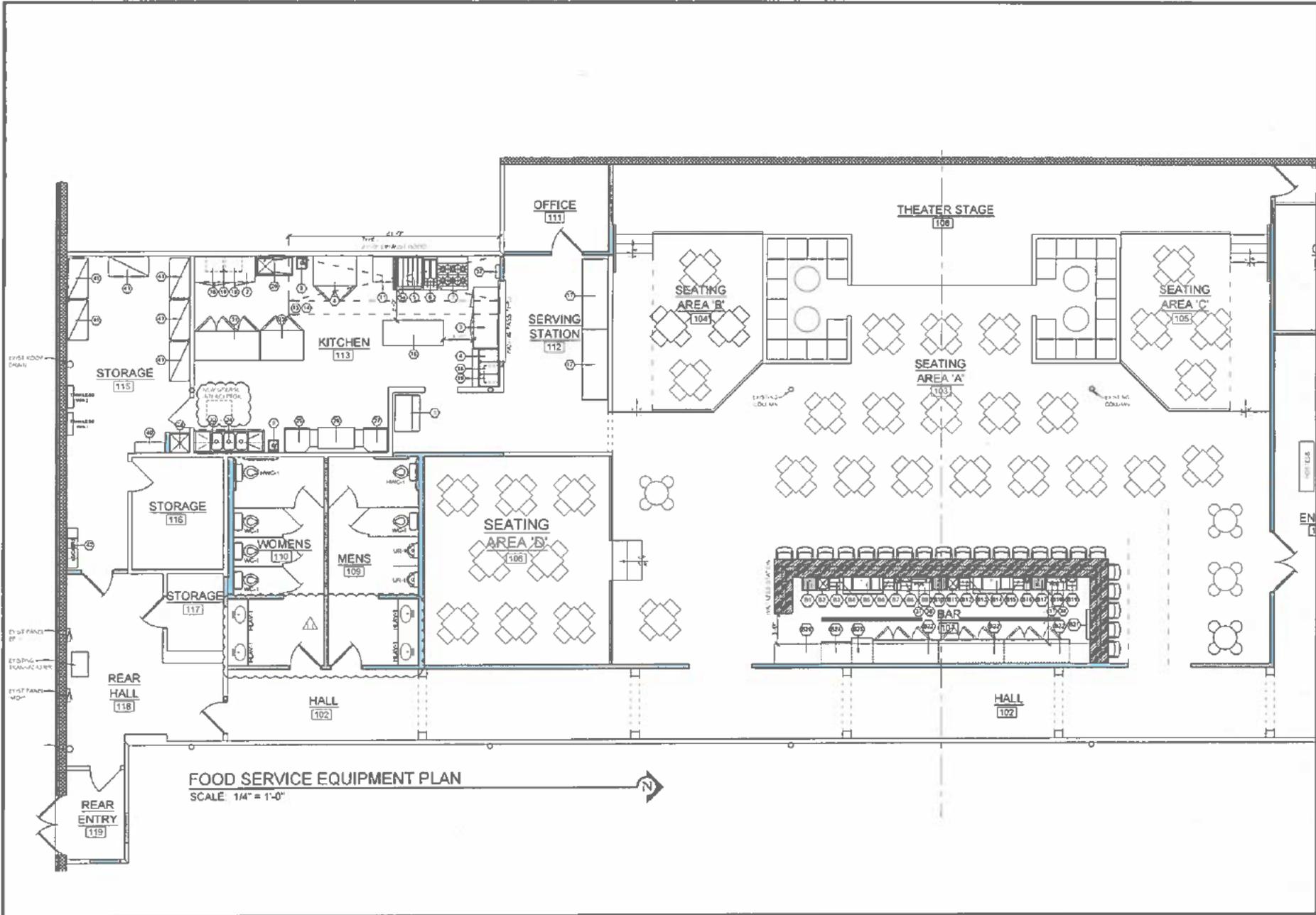
REVISIONS	BY	DATE

ROBERT M. AKERS ARCHITECTURE LLC
 2061 A Lincoln Highway,
 St. Charles, Illinois 60154
 (630) 381-1111
 www.rmackers.com

PLUMBING DIAGRAMS & NOTES
 Restaurant: Ball-out for
CENTAURO
 2061 A Lincoln Highway,
 St. Charles, Illinois 60154

Date: 11/15/24
 Scale: AS NOTED
 Drawn: R.M.A.
 Job: 24-0498

Sheet
P2.0
 Of 3 Sheet(s)



FOOD SERVICE EQUIPMENT PLAN

SCALE 1/4" = 1'-0"



Revisions	By

**ROBERT M. AKERS
ARCHITECTURE, LLC**



10/1/24
11/15/24

10/1/24
11/15/24

FOOD SERVICE PLAN
Restaurant Build-out for
CENTAURO
2101 A Lincoln Highway,
St. Charles, Illinois, 60124

Date: 11/15/24

Scale: AS PER PLAN

Drawn: R.M.A.

Job: 24-0496

Sheet

FS.1

Of 2 Sheet(s)



City of St. Charles, IL Acknowledgment of Alcohol Tax

By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. **Please refer to the Alcohol Tax Return form for the current tax rate to be applied on all alcohol sales at your establishment. *In the event of a management change, it will be the responsibility of the manager/owner to resubmit a new Acknowledgment of Alcohol Tax form.**

Business Name CENTAURO, INC. DBA PLAYA	Business Address 2061 LINCOLN HWY. ST CHARLES IL 60174
Name CARLOS ARECHIGA	Title OWNER
Signature 	Date 9/22/25

Please return this signed acknowledgment form to:

City Administrator's Office
City of St. Charles
2 E. Main Street
St. Charles, IL 60174
Email: cao@stcharlesil.gov
Fax: 630-443-4636
Phone: 630-377-4422

**City of St. Charles
ALCOHOL TAX
BUSINESS INFORMATION SHEET**

As a new business serving or selling alcohol in the City of St. Charles, the following information must be provided to assist with the processing of your monthly Alcohol Tax returns.

BUSINESS CONTACT INFORMATION

Corporate name: CENTAURO, INC.

DBA: PLAYA

Phone:

Fax:

E-mail:

Address: 2061 LINCOLN HWY

City: ST CHARLES

State: IL

ZIP
Code: 60174

Expected date of business opening (Required): NOVEMBER 2025

TAX PREPARER INFORMATION

Name of Tax Preparer: TMA SMALL BUSINESS ACCOUNTING

Phone: 317 571 8080

Fax:

E-mail: jmyers@tmaaccounting.com

This completed form must be submitted with your liquor license application and "Acknowledgement of City Alcohol Tax" to the City of St. Charles Administration Office.

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (the "Lease") is made as of the 1st day of October, 2024, between Tri-City Center Associates, L.P., an Illinois Limited Partnership, (the "Landlord"), and CENTAURO, Inc., an Illinois Corporation, (the "Tenant").

1. PREMISES. In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases unto Tenant and Tenant hereby rents and accepts from Landlord those certain premises containing approximately 7,834 rentable square feet, which are outlined on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference. The Premises are contained in that certain building located at 2061(B) Lincoln Highway, St. Charles, Illinois 60174 (the "Building"), which Building contains approximately 87,013 rentable square feet of space together with the non-exclusive right to use the parking lots, driveways, sidewalks and other common areas (collectively the "Common Areas") in the shopping center commonly known as Tri City Shopping Center, St. Charles, Illinois (the "Shopping Center"), which are shown on the Site Plan attached hereto as Exhibit "A-1".

2. TERM.

(a) Subject to and upon the terms and conditions set forth below, the term of this Lease shall be for a period of Ten (10) Lease Years (as hereinafter defined), commencing on the Gross Rent Commencement Date (as hereinafter defined) and ending on the last day of the last month of the Tenth Lease Year.

(b) For purposes of this Lease, the following terms shall have the following meanings:

- (i) "Commencement Date" shall mean the date of November 1, 2024;
- (ii) "Build Out Period" shall mean one hundred fifty (150) days after the Commencement Date as defined above, regardless of the date upon which the Tenant receives the Certificate of Occupancy for the subject premises.
- (iii) "Gross Rent Commencement Date" shall mean ninety (90) days after the expiration of the Build Out Period as defined above. Upon determination of the Gross Rent Commencement Date, Landlord and Tenant shall execute a memorandum, setting forth the Gross Rent Commencement Date and the expiration date of this Lease, in form and substance substantially similar to that attached hereto as Exhibit "C" and incorporated by reference.;
- (iv) "Lease Year" shall mean each twelve (12) month period commencing on the first day of the first full month after the Gross Rent Commencement Date and each anniversary thereafter during the Term (as hereinafter defined) of this Lease; provided, however, that if the Gross Rent Commencement Date is the first day of the month, the first Lease Year shall commence on the Gross Rent Commencement Date. The first Lease Year shall commence on the Gross Rent Commencement Date and end on the last day of the last month of the first Lease Year regardless of whether the first Lease Year is longer than twelve (12) months.

3. RENTAL.

(a) **Base Rental.** Tenant shall pay to Landlord, as base rental (the "Base Rental") during the Term of this Lease as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>\$ p/s/f</u>
Month 1-8	\$0.00	\$0.00	\$0.00
Month 9-12	\$78,339.96	\$6,528.33	\$10.00
Month 13-24	\$82,257.00	\$6,854.75	\$10.50
Month 25-36	\$86,174.04	\$7,181.17	\$11.00
Month 37-48	\$90,090.96	\$7,507.58	\$11.50
Month 49-60	\$94,008.00	\$7,834.00	\$12.00
Month 61-72	\$97,925.04	\$8,160.42	\$12.50
Month 73-84	\$101,841.96	\$8,486.83	\$13.00
Month 85-96	\$105,759.00	\$8,813.25	\$13.50
Month 97-108	\$109,676.04	\$9,139.67	\$14.00
Month 109-120	\$113,592.96	\$9,466.08	\$14.50

In addition to the eight (8) months of free Gross Rent as set forth above, the Tenant shall also receive an additional two (2) months of free Gross Rent for the months of 25 and 37 of the Retail Lease Agreement.

Each such monthly installment shall be due and payable in advance, on or before the first (1st) day of each and every month during the Term, without notice, demand or set-off; provided, however, that the first month's rent shall be due and payable upon execution of this Lease. Landlord has the right to apply rental payments received in accordance with its normal business practice. All payments received from the Tenant shall be applied by the Landlord in the following order of priority: restoring any deficit in the Tenant's security deposit; any expenses paid by Landlord which are required to be paid by Tenant; utility expenses; past due rent, and current rent.

(b) **Additional Rental.** Tenant shall pay to Landlord Tenant's Proportionate Share (as hereinafter defined) of the Operating Expenses (the "Additional Rental") payable in equal monthly installments of Three Thousand Two Hundred Sixty Five and 00/100 Dollars (\$3,265.00). If this Lease commences or terminates on a date other than January 1, the annual Operating Expenses shall be prorated by multiplying one-twelfth (1/12) of the annual Operating Expenses by the number of full or partial months between the Commencement Date and December 31 of the year of commencement or between January 1 of the year of termination and the termination date, as the case may be. As used in this Lease, "Proportionate Share" shall mean a percentage factor, determined by dividing the net rentable square footage contained in the Premises by the net square footage contained in the Building.

Landlord shall place a four percent (4%) annual cap on all CAM (common area maintenance) charges for the duration of the lease, excluding real estate tax charges and insurance charges. The base year for establishing the CAM cap shall be the actual 2024 CAM charges. As such, 2025 would be capped based on the 2024 actual charges.

(i) **Operating Expenses.** "Operating Expenses" shall include those expenses paid by or on behalf of Landlord in respect to the management, operation, service and maintenance of the Property as defined in Exhibit B including the Premises, in accordance with generally accepted principles of retail building management as applied to the operation and maintenance of office buildings similar to the type and nature of the Property and in the general market area as the Property. Operating Expenses shall include, but not be limited to, (A) Real Estate Taxes (as hereinafter defined); (B) premium costs for liability, boiler, extended coverage, casualty and other insurance covering the Property to be maintained by Landlord and required by the terms of this Lease; (C) electricity, gas, water and other utility charges for the Property; (D) repair and

maintenance of HVAC systems, elevators, irrigation systems and other mechanical systems; (E) repair and maintenance of the Common Areas (as hereinafter defined) and the Building structure and roof; (F) trash removal and snow removal; (G) janitorial service; (H) Intentionally Deleted (I) Intentionally Deleted (J) rental charges for office space chargeable to the operation and management of the Property; for (K) license permits and inspection fees; (L) supplies and materials used in the operation and management of the Property; (M) furnishings and equipment not treated by Landlord as capital expenditures of the Property; (N) depreciation and the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program; (O) personal property taxes on property used in the operation, maintenance, service and management of the Property; (P) Intentionally Deleted (Q) management fees relating to the Property; (R) the cost of any installation or improvement required by reason of any law, ordinance or regulation, which requirement did not exist on the date of the Lease and is generally applicable to similar office buildings; and (S) all other expenses necessary for the operation and management of the Property.

(ii) Real Estate Taxes. "Real Estate Taxes" shall include all taxes, including state equalization factor, if any, and assessments, special or otherwise, exclusive of penalties or discounts levied upon or with respect to the Property as defined in Exhibit B, including the Premises, imposed by any federal, state or local governmental agency, and including any use, occupancy, excise, sales or other like taxes (other than general income taxes on rent or other income from the Building).

Real Estate Taxes also shall include the expense of contesting the amount or validity of any such taxes, charges or assessments, such expense to be applicable to the period of the item contested. Real Estate Taxes shall not, however, include income, franchise, capital stock, estate or inheritance taxes unless Landlord reasonably determines that such taxes are in lieu of real estate taxes, assessments, rental, occupancy and other like excise taxes. For purposes of this Lease, Real Estate Taxes for any calendar year shall be those taxes which are assessed against the Property for such calendar year even though the payment date for such taxes occurs in the subsequent calendar year.

Landlord shall retain the sole right to participate in any proceedings to establish or contest the amount of Real Estate Taxes. If a complaint against valuation, protest of tax rates or other action increases or decreases the Real Estate Taxes for any calendar year, resulting in an increase or decrease in rent hereunder, the Real Estate Taxes for the affected calendar year shall be recalculated accordingly and the resulting increased rent plus the expenses incurred in connection with such contest, or decreased rent, less the expenses incurred in connection with such contest, shall be paid simultaneously with or applied as a credit against, as the case may be, the rent next becoming due.

(c) Payment of Proportionate Share. To provide for current payments of Operating Expenses, Tenant shall pay Tenant's Proportionate Share of the Operating Expenses, as estimated by Landlord from time to time, in twelve (12) monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount of its estimated Proportionate Share. Landlord shall estimate the amount of Operating Expenses for each year and then reconcile such estimated expenses in the following year based on actual Operating Expenses for the prior year paid by Landlord. If Tenant's Proportionate Share of the actual Operating Expenses shall be greater than or less than the aggregate of all installments so paid on account to Landlord for such twelve (12) month period, then within ten (10) days of Tenant's receipt of Landlord's statement of reconciled Operating Expenses, Tenant shall pay to Landlord the amount of such underpayment, or Landlord shall credit Tenant for the amount of such overpayment against the next maturing installment(s) of rent, as the case may be. The obligation of Tenant with respect to the payment of Tenant's Proportionate Share of the Operating Expenses shall survive the termination of this Lease. Any payment, refund, or credit made pursuant to this subparagraph 3(c) shall be made without prejudice to any right of Tenant to dispute the

statement as hereinafter provided, or of Landlord to correct any item(s) as billed pursuant to the provisions hereof. Landlord's failure to give such statement shall not constitute a waiver by Landlord of its right to recover rent that is due and payable pursuant to this subparagraph 3(c).

(d) Dispute of Operating Expenses. If Tenant questions in writing any such notice of reconciled Operating Expenses (or revised notice thereof), and if the question is not amicably settled between Landlord and Tenant within thirty (30) days after said notice of reconciled Operating Expenses (or revised notice) has been given and as Tenant's only option, Tenant shall submit a formal written request to Landlord of its intent to conduct a formal audit of Landlord's books and records. Tenant shall, during the sixty (60) days next following the expiration of such thirty (30) day period, employ an independent certified public accountant, at Tenant's expense, to audit Operating Expenses. The determination of such accountant shall be final, conclusive and binding upon Landlord and Tenant. Tenant understands that the actual itemization of, and the amount of individual items constituting, Operating Expenses is confidential; and while Landlord shall keep and make available to such accountant all records in reasonable detail, and shall permit such accountant to examine and audit such of Landlord's records as may reasonably be required to verify such reconciled Operating Expenses, at reasonable times during business hours, Landlord shall not be required to (and the accountant shall not be permitted to) disclose to any person, firm or corporation, including to Tenant, any such details (it being the intent of the parties that such accountant shall merely certify to Landlord and to Tenant the correct amount of adjusted additional Operating Expenses for the calendar year). Any change in the reconciled Operating Expenses required by such accountant's determination shall be made within thirty (30) days after such determination has been rendered. The expenses involved in such determination shall be borne by Tenant and deemed to be Additional Rental under this Lease, unless the results of such audit determine that the difference between the Operating Expenses as determined by the audit and the Operating Expenses as determined by Landlord is greater than five percent (5%) of the Operating Expenses as determined by Landlord, in which case such expenses shall be borne by Landlord. If Tenant does not, in writing, question the reconciled Operating Expenses within the thirty (30) days after such notice has been given, Tenant shall be deemed to have approved and accepted such reconciled Operating Expenses. This waiver is given with Tenant's full knowledge and consent.

(1) Landlord's Books and Records. Landlord shall make available to Tenant or Tenant's lease auditor, the following books and records:

- (i) Operating expense ledger;
- (ii) Reconciliation of operating expense ledger and amount billed as [Operating Expenses/CAM Costs];
- (iii) Cash disbursement journals;
- (iv) Accounts payable or distribution journals;
- (v) Journal entries relating to [Operating Expenses/CAM Costs], as shall be reasonable requested by Tenant;
- (vi) Accounts payable and accruals;
- (vii) Copies of paid real estate property tax bills;
- (viii) Vendor paid bills;
- (ix) Vendor contracts;
- (x) Management agreement and calculations of management fees;
- (xi) Calculations of Tenant's Rent increase based on CPI or porter's wage;
- (xii) Gross-up calculations, if applicable;
- (xiii) Work order tickets;
- (xiv) Paid and outstanding billings to Tenant;
- (xv) Pending and received recoveries from insurers, vendors, others;
- (xvi) Documentation regarding insurance claims;

- (xvii) Occupancy records, if applicable;
- (xviii) Sub-metering records, if applicable;
- (xix) HVAC overtime records;
- (xx) Payroll records, limited to the following:
 - (a) Census of number of employees by category (e.g. maintenance, janitorial, security, administrative, and building engineers);
 - (b) Allocation to other properties or to departments not included in [Operating Expenses/CAM Costs];
 - (c) Total annual compensation by category; and
 - (d) Report (from the payroll service bureau) of the final payroll period of the year, with a reconciliation due to employee turnover, change in number of personnel per department, and change in rates;
- (xxi) Identification of electrical meters;
- (xxii) Method and details for expense allocations;
- (xxiii) Method of space measurement;
- (xxiv) Copies of reports of independent CPAs, if applicable; and
- (xxv) 'As build' plans.

(2) Excluded Books and Records. Tenant acknowledges and agrees that neither Tenant nor Tenant's lease auditor shall have the right to review any income tax returns of Landlord, leases of other tenants in the [Building/Center], and books or records not listed in Paragraph 1 hereof

(c) Adjustments to Operating Expenses. If a clerical error occurs or Landlord or Landlord's accountants discover new facts, which error or discovery causes Operating Expenses for any period to increase or decrease, upon notice by Landlord to Tenant of the adjusted additional Operating Expenses for such calendar year, the adjusted additional Operating Expenses shall apply and any deficiency or overpayment of Tenant's Proportionate Share of the Operating Expenses, as the case may be, shall be paid by Tenant or taken as a credit by Tenant according to the provisions set forth above. This provision shall survive the termination of the Lease.

(f) Percentage Rental. N/A

(g) Other Charges. All costs, expenses and other sums that Tenant assumes or agrees to pay to Landlord pursuant to this Lease ("Other Charges") shall be deemed rental and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies herein provided for in case of nonpayment of Base Rental and Additional Rental. If a monthly installment of rent is not received on or before the first (1st) day of the month in which it is due, other remedies for nonpayment of rent notwithstanding, Tenant shall pay to Landlord, a late charge of ten percent (10%) of such installment as rent for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payment. For purposes of this Lease, "rent" shall mean Base Rental, Additional Rental, and Other Charges.

(h) Place of Payment. Tenant shall pay all rent and other charges due under this Lease without demand, deduction or set off to Landlord at 77 North First Street, Geneva, Illinois 60134, or at such other place as Landlord may designate from time to time hereafter by written notice to Tenant.

4. CONSTRUCTION.

(a) Improvements to be Constructed. Tenant to take the Premises "as-is".

(b) Work Prior to Commencement Date. Landlord shall not be required to deliver actual possession of the Leased Premises to Tenant unless and until Tenant has delivered to Landlord the certificate of insurance as required pursuant to Paragraph 13.

(c) Tenant's Work. The Tenant shall be solely responsible for performing any and all work and installation (the "Tenant's Work"). Within sixty (60) days after execution of this Lease the Tenant shall submit to the Landlord for approval the plans and specification for the Tenant's Work (the "Plans"), the general contractor contract for the Tenant's Work (the "Construction Contracts"), and evidence of the Tenant's ability to pay for the cost of the Tenant's Work (the "Tenant's Contribution") in excess of the Landlord's Contribution (as hereinafter defined).

The Tenant shall diligently pursue completion of the Tenant's Work in accordance with the Plans and Construction Contracts approved by the Landlord and all applicable governmental laws and regulation, free and clear of any claims for mechanic's liens.

The Landlord, its agents and employees shall have the right, but not the obligation, to inspect the construction of the Tenant's Work as it progresses from time to time, but such inspection shall not relieve the Tenant of any liability if the Tenant's Work does not conform to the approved Plans, the Construction Contracts and/or applicable governmental laws and regulations.

(d) Landlord's Contribution. Intentionally Deleted

(e) Availability of Premises Prior to Commencement Date. If Landlord, at Tenant's request, makes the Premises available to Tenant before the Commencement Date to decorate, furnish, and equip the Premises, Tenant shall not interfere with the completion of Landlord's Work. Tenant's use of the Premises for such work shall not create a landlord-tenant relationship between the parties, or constitute occupancy of the Premises within the meaning of the next sentence, but the provisions of Paragraphs 12 and 13 of this Lease shall apply.

(f) Substantial Completion. As used herein, the work in the Premises shall be "substantially completed" when the work has been completed in accordance with the plans and specifications subject to the completion of punch list items, and a certificate of occupancy has been issued.

(g) Condition of Premises. Except as otherwise agreed to in writing, Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Landlord has made no representation respecting the condition of the Premises, the Building or the Property, except as is expressly set forth in Exhibit "D". Landlord represents to Tenant that at the outset of the Lease, to the best of Landlord's knowledge, the Premises shall be in compliance with all applicable building codes, zoning laws, covenants, conditions, restrictions of record and any other governmental regulations. Further, to the best of Landlord's knowledge, the structure of the premises shall be free from defects and all systems servicing the Premises shall be proper operating condition. Furthermore, all utilities shall be run to the Leased Premises and available for hookup without incurring any extraordinary hook-up fee. In the event that any of the aforementioned representations are not accurate, then Landlord shall be responsible for taking the steps necessary to correct said misrepresentation. At the termination of this Lease, by lapse of time or otherwise, Tenant shall remove all Tenant's property, including but not limited to, trade fixtures, from the Premises, and shall return the Premises broom-clean and in as good a condition as when Tenant took possession or as same may thereafter have been put by Landlord, except for ordinary wear, loss by fire or other casualty, and repairs that Landlord is required to make under this Lease. If Tenant fails to remove

any or all of its property upon termination of this Lease, such property shall be deemed to be abandoned and shall become the property of Landlord.

(h) Overload. To coordinate orderly move-ins and move-outs, no furniture, freight or equipment of any kind exceeding three hundred (300) pounds shall be brought into the Building without prior notice to Landlord and Landlord shall designate the time and manner of moving of the same. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause, and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at Tenant's expense.

5. USE OF THE PREMISES.

(a) Use. The Premises shall be used only for an upscale lounge with food and cocktails (see attached Exhibit H for more specific use detail) and for no other purpose or purposes without the prior written consent of Landlord. The Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises are leased. The Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises, and shall except during reasonable periods of repairing, cleaning and decorating keep the premises open to the Public for business with adequate and competent personnel in attendance on all days from the hours of _____ except for public holidays and to the extent the Tenant may be prohibited from being open for business by applicable law, ordinance or government regulation.

(b) Prohibitions on Use. The Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house". The Tenant shall not advertise that it sell products or services at "discount", "cut-price", or "cut-rate" prices. The Tenant shall not permit any objectionable or unpleasant odors to emanate for the Premises, nor place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building or distribute leaflets or other advertising material in the Common Area; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the Building or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Building.

(c) Display Windows. The Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs in front of the Premises lighted from dusk to _____ p.m. every day, including Sundays and holidays.

(d) Advertising. Intentionally Deleted

(e) Permits. The Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. The Lease shall be contingent upon Tenant obtaining all permits, certificates, and licenses necessary for the occupancy of the Premises and operation of the business. Tenant shall be obligated to apply for all such permits and licenses within sixty (60) days after execution of the Lease.

As long as Tenant diligently pursues obtaining a certificate of occupancy for the stated use then this Lease is specifically contingent upon Tenant obtaining a certificate of occupancy for the stated use. If after reasonable and diligent efforts the Tenant is unable to obtain a certificate of occupancy for the stated use then this Lease shall be rendered null and void.

(f) Exclusive Use. Landlord and Tenant agree that no other existing Tenants in the Shopping Center shall be permitted to have food stands or food trucks in the Shopping Center during the term of this Lease.

6. ALTERATIONS.

(a) Prohibition. Tenant shall not make any alterations, additions or improvements (collectively, the "Alterations") in or to the Premises, or in or to the Building without the express prior written consent of Landlord; provided, however, that Landlord shall not be unreasonable in withholding consent to nonstructural Alterations.

(b) Indemnification. In addition to the indemnity set forth in Paragraph 12 of this Lease, Tenant hereby specifically agrees to indemnify and hold harmless Landlord from and against any and all liabilities, costs and expenses of every kind and description, including attorneys' fees, that may arise out of or in any manner be connected with any Alterations made by Tenant. Tenant shall pay the cost of all such Alterations and all costs associated with decorating the Premises that may be occasioned thereby. Upon completion of any such Alterations, Tenant shall furnish Landlord with receipted bills covering all labor and materials used, together with such documentation as is necessary to comply fully with the mechanics' lien law of the state in which the Premises are located. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor or material shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises.

(c) Compliance and Supervision of Alterations. All Alterations made by Tenant hereunder shall be installed in a good and workmanlike manner, using only materials of the same or higher quality as those installed in the Building. All Alterations shall comply with all requirements of Landlord's insurance carriers and with all laws, rules, ordinances and regulations of any lawful authority. Tenant shall permit Landlord to supervise construction operations in connection with any such Alterations, if Landlord requests the right to do so (but Landlord shall have no obligation to make such requests, or having done so, to supervise construction). Landlord's supervision of construction shall be done solely for the benefit of Landlord and shall not alter Tenant's liability and responsibility under this Paragraph 6.

(d) Landlord's Property. All Alterations, whether temporary or permanent, including hardware, non-trade fixtures and wall and floor coverings, whether placed in or upon the Premises by Landlord or Tenant, shall become Landlord's property and shall remain with the Premises at the termination of this Lease, whether by lapse of time or otherwise, without compensation, allowance or credit to Tenant; provided however, that notwithstanding the foregoing, Landlord may request that any or all of said Alterations in or upon the Premises made by Tenant be removed by Tenant at the termination of this Lease. If Landlord requests such removal or if Tenant removes its trade fixtures, Tenant shall remove the same prior to the end of the Term and shall repair all damage to the Premises, the Building or the Property caused by such removal. Tenant shall not, however, be required to remove pipes and wires concealed in floors, walls or ceilings, provided that Tenant properly cuts and caps the same, and seals them off in a safe, lawful and workmanlike manner, in accordance with Landlord's reasonable requirements and all applicable building codes. If Tenant does not remove any Alterations when requested by Landlord to do so, Landlord may remove the same and repair all damage caused thereby, and

Tenant shall pay to Landlord the cost of such removal and repair immediately upon demand therefor by Landlord, plus fifteen per cent (15%) of the cost of such removal to reimburse Landlord for its administrative expense. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

(e) Wiring. Landlord will direct electricians as to where and how telephone and computer wires are to be introduced. No boring or cutting for wires will be allowed without Landlord's consent. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to Landlord's approval.

7. MECHANICS' LIENS.

(a) If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Premises, Tenant, at its own cost and expense, shall cause the same to be discharged of record within ten (10) days of the filing thereof unless Tenant shall contest the validity of such lien by appropriate legal proceedings diligently conducted in good faith and without expense to Landlord and shall bond or insure Landlord against any such liens; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including attorneys' fees, on account thereof.

(b) If Tenant shall fail to cause such liens to be discharged of record within the aforesaid ten (10) day period or shall fail to satisfy such liens within ten (10) days after any judgment in favor of such lien-holders from which no further appeal might be taken, then Landlord shall have the right to cause the same to be discharged. All amounts paid by Landlord to cause such liens to be discharged, plus interest on such amounts at the Default Rate shall constitute Other Charges payable by Tenant to Landlord.

8. MAINTENANCE AND REPAIR.

(a) Tenant's Maintenance. Tenant, at its sole cost and expense, shall maintain, replace and repair during the Term of this Lease the Premises and every part thereof and any and all appurtenances thereto, including, but not limited to, the doors, doorways, locks, window casement, plate glass windows and interior walls of the Premises; special light fixtures; emergency lights; emergency exit signs; fire extinguishers; kitchen fixtures; heating, ventilation, or air-conditioning equipment (including any roof top unit) and associated duct work; private bathroom fixtures and any other type of special equipment, together with related plumbing or electrical services; and rugs, carpeting, wall coverings, and drapes within the Premises, whether installed by Tenant or by Landlord on behalf of Tenant, and whether or not such items will become Landlord's property upon expiration or termination of this Lease. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to such items at Tenant's expense, which shall constitute Other Charges payable by Tenant to Landlord. Within ten (10) days after Landlord renders a bill for the cost of said repairs, Tenant shall reimburse Landlord. Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall secure Landlord's approval to access roof for maintenance, repair and installation of any apparatus.

(b) Landlord's Maintenance. Subject to Paragraph 8(a) above, Landlord shall keep, repair and maintain the Building (including the roof and structural members, the Common Areas, mechanical and

electrical equipment, the exterior and architectural finish, and all items except those excepted elsewhere in this Lease) of which the Premises are a part, and the lawn, shrubs and other landscaping on the Property, all in good and tenantable condition during the Term of this Lease. Landlord shall, in addition, supply reasonable snow removal for the walkways of the Property during Normal Business Hours (as hereinafter defined). Tenant shall notify Landlord immediately when any repair to be made by Landlord is necessary. If any portion of the Building or the Premises is damaged through the fault or negligence of Tenant, its agents, employees, invitees or customers, then Tenant shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and Tenant shall, on demand, pay the cost thereof, together with interest at the Default Rate to Landlord as Other Charges which shall be considered additional rent. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which notice Landlord shall have reasonable opportunity to repair the same or cure such defect. For the purposes of making any repairs or performing any maintenance, Landlord may block, close or change any entrances, doors, corridors, elevators, or other facilities in the Building or in the Premises, and may close, block or change sidewalks, driveways or parking areas of the Property. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience and Tenant shall not be entitled to any abatement of rent by reason of any repairs, alterations or additions made by Landlord under this Lease

(c) Inspection. Tenant shall permit Landlord, its agents, employees and contractors, at any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable to safeguard, protect or preserve the Premises, the Building or Landlord's interests; to operate or improve the Building; to comply on behalf of Tenant with all laws, orders and requirements of governmental or other authority (if Tenant fails to do so); to examine the Premises to verify Tenant's compliance with all of the terms, covenants, obligations and conditions of this Lease; or to exercise any rights with respect to the Premises that Landlord may exercise in the event of default by Tenant.

9. COMMON AREAS.

(a) Grant. During the Term of this Lease, Landlord grants to Tenant, its employees, customers and invitees, a nonexclusive license to use, in common with all others to whom Landlord has granted or may hereafter grant a license to use, the common areas of the Property, including but not limited to, the sidewalks, halls, passages, exits, entrances, stairways, restrooms, parking areas [except as provided for in subparagraph (b) below], driveways and landscaped areas (collectively the "Common Areas") subject to reasonable rules and regulations respecting the Common Areas as Landlord may from time to time promulgate. The Common Areas shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. The Common Areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor its employees, customers or invitees shall go upon the roof or mechanical floors or into mechanical areas of the Building.

(b) Parking. Landlord shall not be liable for any vehicle of Tenant or its employees that the Landlord shall have towed from the Premises when illegally parked. Landlord shall have no liability to Tenant for any damages or claims arising from the use of the parking area or roadways by Tenant, other tenants, or their customers, invitees or employees. Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers,

employees and agents must be parked. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion determine.

(c) Right to Change Common Areas. Landlord may do and perform such acts in and to the Common Areas as, Landlord, in its good business judgment, shall determine to be advisable. Landlord hereby reserves the right to make alterations, additions, deletions or changes to the Common Areas, including, but not limited to, changes in its size and configuration.

10. BUILDING SERVICES.

(a) Utilities Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. Tenant shall place all meters that directly service the Premises into tenant's name as soon as possible after the Lease Execution Date. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises. Tenant shall pay all electric charges for its exterior signs.

(b) Interruption of Services. Tenant hereby acknowledges that any one or more of the utilities or building services specified in this Paragraph 10 may be interrupted or diminished temporarily by Landlord or other person until certain repairs, alterations or other improvements to the Premises or other parts of the Property can be made or by any event or cause which is beyond Landlord's reasonable control, including, without limitation, any ration or curtailment of utility services; that Landlord does not represent, warrant or guarantee to Tenant the continuous availability of such utilities or building services; and that any such interruption shall not be deemed or construed to be an interference with Tenant's right of possession, occupancy and use of the Premises, shall not render Landlord liable to Tenant for damages or entitle Tenant to any reduction of Base Rental, and shall not relieve Tenant from its obligation to pay Base Rental and to perform its other obligations under this Lease.

(c) Energy Curtailment. Landlord and Tenant specifically acknowledge that energy shortages in the region in which the Property is located may from time to time necessitate reduced or curtailed energy consumption on the Property. Tenant shall comply with all such rules and regulations as may be promulgated from time to time by any governmental authority with respect to energy consumption, and during such period of time as such governmental authority may so require, Tenant shall reduce or curtail operations in the Premises as shall be directed by Landlord or such governmental authority. Compliance with such rules and regulations and/or such reduction or curtailment of operation shall not constitute a breach of Landlord's covenant of quiet enjoyment or otherwise invalidate or affect this Lease, and Tenant shall not be entitled to any diminution or abatement in Base Rental during the periods of reduction or curtailment of operations.

11. ESTOPPEL CERTIFICATES. Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord or to Landlord's mortgagee, prospective mortgagee, land lessor or prospective purchaser of the Property or any part thereof, an estoppel certificate, in form and substance substantially similar to that attached as Exhibit "E" and incorporated herein by reference. Tenant shall make such modifications to such estoppel certificate as may be necessary to make such certificate true and accurate, it being intended that any such statement delivered pursuant to this Paragraph 11 may be relied upon by any such mortgagee, prospective mortgagee, prospective purchaser, or land lessor of the Property. If Tenant fails to provide such estoppel certificate with ten (10) days after Landlord's request, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify on behalf of Tenant.

12. INDEMNIFICATION: WAIVER OF CLAIMS.

(a) Tenant shall protect, indemnify, and hold harmless Landlord, its agents, servants, employees, officers, directors and partners forever against and from (i) any penalty, damages, charges or costs imposed or resulting from any violation of any law, order or ordinance of any governmental agency, or by the use and occupancy of the Premises by Tenant, whether occasioned by the neglect of Tenant or those holding under Tenant; (ii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of or from any accident or other occurrence on or about the Premises or the Property causing injury to any person or property, except caused by the negligent or intentional act or omission of Landlord or its servants, agents or employees; (iii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of any failure of Tenant in any respect to comply with or perform all the requirements and provisions of this Lease or arising out of any use of the Premises or the Property by Tenant or any one claiming by, through or under Tenant.

(b) Landlord shall not be liable for, and Tenant hereby waives all claims against Landlord, (i) for any and all damage or loss to fixtures, equipment or other property of Tenant and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, in, upon or about the Premises or the Property; or (ii) for injury or death to any person, occurring in, upon or about the Premises or the Property; resulting from any cause whatever (except caused by the negligent or intentional act or omission of Landlord or its servants, agents or employees), including, but not limited to, water, snow, frost, ice, explosion, falling plaster, fire or gas, smoke or other fumes, nor by reason of the leaking, breaking, backing up or other malfunction of any lines, wires, pipes, tanks, boilers, lifts or any other appurtenances, regardless by whom installed or maintained (Tenant hereby expressly assuming all responsibility for the safety and security of the person and property of Tenant, and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, while in, upon or about the Premises). The occurrence of any event described in this Paragraph 12 shall not constitute a breach of Landlord's covenant of quiet enjoyment set forth in Paragraph 17.

13. INSURANCE.

(a) Tenant's Insurance. Tenant, at its sole cost and expense, shall carry during the entire Term of this Lease, and provide to Landlord a certificate of insurance prior to Possession, the following types of insurance:

(i) Commercial general liability insurance against injuries to persons occurring in, upon or about the Premises, with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate coverage per one (1) accident or disaster, and One Million Dollars (\$1,000,000.00) for property damage;

(ii) Fire, extended coverage, vandalism and malicious mischief, and sprinkler damage and all-risk insurance coverage on all personal property, trade fixture, floor coverings, wall coverings, furnishings, furniture, and contents for their full insurable value on a replacement cost basis;

(iii) Workers' Compensation or similar insurance, if and to the extent required by law and in form and amounts required by law;

(iv) Such other insurance reasonably required by Landlord due to the nature of Tenant's use of the Premises.

(b) Landlord as Additional Insured. All such insurance required to be maintained by Tenant shall name Landlord as an additional insured and shall be written with a company or companies reasonably satisfactory to Landlord, having a policyholder rating of at least "A" and be assigned a financial size category of at least "Class XIV" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the state in which the Premises are located. Tenant shall deliver to Landlord copies of such policies and customary insurance certificates evidencing such paid-up insurance. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives Landlord and Landlord's mortgagee(s) at least thirty (30) days prior written notice thereof.

(c) Landlord's Insurance. Landlord shall maintain in force, at all times during the Term of this Lease, a policy or policies of fire and casualty insurance to the extent of at least eighty percent (80%) of the insurable value of the Building.

(d) Increase in Premiums. If insurance premiums payable by Landlord are increased as a result of any breach of Tenant's obligations under this Lease or as a result of Tenant's use and occupancy of the Premises, Tenant shall pay to Landlord an amount equal to any increase in such insurance premiums.

14. WAIVER OF SUBROGATION. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or in any manner growing out of or connected with Tenant's use and occupation of the Premises, the Building or the Property or the condition thereof, or of the adjoining property, excluding actions of either party that amount to gross negligence or intentional acts. Nothing in this Paragraph 14 shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence hereof. Because this Paragraph 14 will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company that has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages because of the mutual waivers contained in this Paragraph 14.

15. HOLDING OVER. If Tenant retains possession of the Premises or any part thereof after the termination of this Lease, Tenant shall, from that day forward, be a tenant from month to month and Tenant shall pay Landlord rent at two (2) times the monthly amount of Base Rental and Additional Rent in effect immediately prior to the termination of this Lease for the time the Tenant remains in possession. No acceptance of rent by, or other act or statement whatsoever on the part of Landlord or its agent or employee, in the absence of a writing signed by Landlord, shall be construed as an extension of or as a consent for further occupancy. Tenant shall indemnify Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Paragraph 15 do not exclude pursuit of Landlord's right of re-entry or any other right hereunder.

16. ASSIGNMENT AND SUBLEASE.

(a) Prohibition. Tenant shall not assign, convey, mortgage, pledge, encumber or otherwise transfer this Lease or any interest therein, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without receiving Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event of any assignment, subletting, transfer or occupancy by someone other than Tenant, whether or not expressly or impliedly approved by Landlord, Tenant shall, nevertheless, at all times, remain fully responsible and jointly and severally liable for

the payment of the rent and for compliance with all other obligations imposed upon Tenant under the terms, provisions and covenants of this Lease. Any assignment or sublease shall contain a provision whereby the assignee or subtenant agrees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent applicable, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each assignment or sublease and an agreement of compliance by each assignee or subtenant. Any sublease shall also contain a provision that in the event of default by Tenant hereunder and a termination of this Lease by Landlord, such subtenant shall, at Landlord's option, attorn to Landlord as if Landlord were the lessor under the sublease.

(b) Option to Cancel. Upon receipt of Tenant's written request for Landlord's consent to subletting, assignment, transfer or occupancy by someone other than Tenant, or Tenant's subsidiary or affiliated corporation pursuant to Paragraph 16 (a), Landlord shall have the option to cancel this Lease as of the date the requested subletting, assignment, transfer or occupancy by someone other than Tenant is to be effective. Landlord shall exercise its option to cancel this Lease by written notice to Tenant within thirty (30) days after Landlord receives Tenant's request for Landlord's consent.

(c) Right to Collect Rents Directly. Upon the occurrence of an "event of default" as set forth in Paragraph 21 hereof, if all or any part of the Premises is then assigned, sublet, transferred or occupied by someone other than Tenant, then, in addition to any other remedies provided in this Lease or provided by law, Landlord, at its option, may collect directly from the assignee, subtenant, transferee or occupant all rent becoming due to Tenant by reason of the assignment, sublease, transfer or occupancy. Any collection directly by Landlord from the assignee or subtenant shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

(d) Excess Rent. If Tenant assigns this Lease or sublets all or a portion of the Premises for an amount in excess of the Base Rental (or the prorata share of Base Rental in the case of a sublease of a portion of the Premises), then Tenant shall pay to Landlord, as rent, one hundred percent (100%) of such excess received by Tenant.

17. QUIET ENJOYMENT. If Tenant shall pay the rents and other sums due to be paid by Tenant hereunder as and when the same become due and payable, and if Tenant shall keep, observe and perform all of the other terms, covenants and agreements of this Lease on Tenant's part to be kept, observed and performed, Tenant shall, at all times during the Term herein granted, peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord, except for regulations imposed by any governmental or quasi-governmental agency on the occupancy of Tenant or the conduct of Tenant's business operations.

18. COMPLIANCE WITH LAWS AND WITH RULES AND REGULATIONS.

(a) Laws. Tenant, at its sole cost and expense, shall procure any permits and licenses required for the transaction of Tenant's business in the Premises. Tenant, at its sole cost and expense, shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all state, federal, municipal and other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Premises, the Building and the Property at any time in force, applicable to the Premises or to Tenant's use thereof, except that Tenant shall not be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of the Premises, unless such alteration is required because of a condition that has been created by, or at the instance of, Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements under this Lease. Landlord shall not be required to

repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the Premises by Tenant.

(b) Rules and Regulations. Tenant shall comply with all rules and regulations for the Building, which current rules and regulations are attached hereto as Exhibit "F" and with such reasonable modifications thereof and additions thereto as Landlord may make hereafter, from time to time. Notwithstanding anything contained in this Lease, Landlord shall not be responsible nor liable to Tenant, its agents, representatives, employees, invitees or licensees, for the nonobservance by any other tenant of any rules and regulations.

19. FIRE AND CASUALTY.

(a) If the Premises or the Building or any substantial part of either is damaged or destroyed by fire or other casualty, cause or condition whatsoever, and such damage or destruction cannot be repaired within one hundred twenty days (120) days, Landlord may terminate this Lease, by written notice to Tenant given within thirty (30) days after such damage. If the Premises are damaged or destroyed or access thereto or use thereof is affected by the damage, then Landlord's termination shall be effective as of the date of such damage; otherwise said termination shall be effective thirty (30) days after such notice.

(b) If the Common Areas in the Building are damaged or destroyed by fire or other casualty, cause or condition whatsoever, to such an extent as to substantially interfere with Tenant's use of the Premises or if the Premises or a substantial part thereof are made untenable, and such damage or destruction cannot be repaired within one hundred twenty (120) days, then Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after such damage, said termination to be effective as of the date of such damage.

(c) In the event of a termination of the Lease under sub prior paragraphs (a) and (b), each party releases the other for any cause of action arising from said termination.

(d) Unless this Lease is terminated as herein above provided, Landlord shall proceed with due diligence to restore, repair and replace the Premises and the Building to the same condition as they were in as of the Commencement Date. Provided such damage or destruction was not caused or contributed to by an intentional act or negligence of Tenant, its agents, employees, invitees or those for whom Tenant is responsible, from and after the date of such damage to date of completion of said repairs, replacements and restorations, a just proportion of the rent shall abate according to the extent the full use and enjoyment of the Premises are rendered impossible by reason of such damage. Landlord shall be under no duty to restore any alterations, improvements or additions made by Tenant. In all cases, due allowance shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's control.

20. EMINENT DOMAIN.

(a) If all the Premises or a substantial part thereof shall be taken for any public or quasi-public use under any statute or by rights of eminent domain or by private purchase in lieu thereof, this Lease shall terminate as of the date of vesting of title. Landlord shall be entitled to receive the entire award paid for such taking or condemnation, Tenant hereby assigning to Landlord all Tenant's right, title and interest therein, if any. Nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property or fixtures belonging to Tenant, for the

interruption of or damage to Tenant's business or for Tenant's moving expenses but only if such award shall be in addition to the award for the Property and the Building (or portion thereof) containing the Premises.

(b) If fifty percent (50%) or more of the Building other than the Premises shall be condemned, taken or purchased in lieu thereof, then Landlord may terminate this Lease by notifying Tenant of such termination within sixty (60) days after the date of vesting of title. This Lease shall expire on the date specified in such notice of termination, which date shall be not less than sixty (60) days after the giving of such notice. The rent hereunder shall be apportioned as of such termination date.

(d) Any such taking, condemnation or temporary requisition which does not result in a termination of this Lease, as hereinbefore provided in this Paragraph 20, shall not be cause for any reduction or diminution of the rental payment hereunder.

21. DEFAULT.

(a) If (i) Tenant fails to pay when due any rent, or any other sums required to be paid hereunder by Tenant; or (ii) Tenant defaults in the performance or observance of any other agreement or condition on its part to be performed or observed; or (iii) Tenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any arrangement, composition, liquidation or dissolution under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or of the Premises, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; or (iv) a court enters an order, judgment or decree approving a petition filed against Tenant seeking any arrangement, composition, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or (v) Tenant fails to operate or closes its business upon the Premises, for reasons other than fire or other casualty or condemnation, for a period of fifteen (15) consecutive days; or (vi) Tenant abandons or vacates the Premises; then in any such event and at any time thereafter, Landlord may, without notice to Tenant, and in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity, exercise any one or more of the following rights:

(b) Landlord may (A) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and (B) reenter the Premises, by summary proceedings or otherwise, remove Tenant and all other persons and property from the Premises and store such property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

(c) Landlord may reenter and take possession of the Premises, without terminating this Lease and without relieving Tenant of its obligations under this Lease, and divide or subdivide the Premises in any manner Landlord may desire and lease or let the Premises or portions thereof, alone or together with other premises, for such term or terms (which may be greater or less than the balance of the remaining portion of the Term of this Lease) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its discretion, may determine.

(d) If this Lease is terminated by Landlord pursuant to this Paragraph 21, Tenant nevertheless shall remain liable for any Base Rental, Additional Rental, Percentage Rental (based upon the Percentage Rental paid during the prior Lease Year) and Other Charges required to be paid hereunder and damages that may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees (all such rents, damages, costs, fees and expenses being referred to herein collectively as "Termination Damages") plus additional damages (the "Liquidated Damages") which are hereby stipulated to be equal to the present value of Base Rental, Additional Rental, Percentage Rental and Other Charges required to be paid hereunder that, but for termination of this Lease, would have become due during the remainder of the Term, plus the unamortized portion of tenant improvements and leasing commissions, less the fair rental rate for the remainder of the Term of this Lease discounted at the current five (5) year treasury bill rate. Termination Damages and Liquidated Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to this Paragraph 21.

(e) If Landlord re-enters and takes possession of the Premises pursuant to this Paragraph 21, without terminating this Lease, and relets the Premises or any part thereof, the net rentals from such letting shall be applied first to the costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees, in renting the Premises or part thereof to others from time to time (including the cost and expense of making such improvements to the Premises as may be necessary, in Landlord's sole discretion, to enable Landlord to relet same). The balance, if any, shall be applied by Landlord from time to time on account of the rent and other payments due from Tenant hereunder, with the right reserved to Landlord to bring such actions or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time without being obligated to await the end of the Term for the final determination of Tenant's account. Any balance remaining, however, after full payment and liquidation of Tenant's account as aforesaid shall be paid to Tenant with the right reserved to Landlord at any time to give notice in writing to Tenant of Landlord's election to cancel and terminate this Lease and the giving of such notice and the simultaneous payment by Landlord to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other. Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, any failure by Landlord to relet the Premises or any failure of Landlord to collect any rent due upon such reletting.

(f) Upon the termination of this Lease or of Tenant's right to possession of the Premises by lapse of time or earlier termination as herein provided, Tenant shall remove its property from the Premises. Any such property of Tenant not removed from the Premises by Tenant within thirty (30) days after the end of the term or of Tenant's right to possession of the Premises, however terminated, whichever occurs earlier, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

(g) If Tenant at any time fails to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. Tenant shall pay upon demand all of Landlord's costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiations or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, which amount shall be deemed to be rent due and payable by Tenant, upon demand by

Landlord, and Landlord shall have the same rights and remedies for the nonpayment thereof, as in the case of default in the payment of rent.

(h) All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

22. WAIVER OF DEFAULT OR REMEDY. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease or assert any other rights or remedies available to it on account of such default in the manner hereinbefore provided.

23. FORCE MAJEURE. If Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. No such interruption of any service to be provided by Landlord shall ever be deemed to be an eviction, actual or constructive, or disturbance of Tenant's use and possession of the Premises, the Building or the Property.

24. SUBORDINATION OF LEASE.

(a) This Lease shall be subject and subordinate to any first mortgage, first deed of trust or land lease now existing upon or that may be hereafter placed upon the Premises and the Property and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof and the lien of any such first mortgage, first deed of trust or land lease shall be superior to all rights hereby or hereunder vested in Tenant, to the full extent of all sums secured thereby, and the Tenant's rights hereunder shall not be disturbed as long as it is not in default. In confirmation of such subordination, Tenant shall, on request of Landlord or the holder of any such mortgages, deed(s) of trust and land leases, execute and deliver to Landlord within ten (10) days any instrument of subordination, non-disturbance and attornment that Landlord or such holder may reasonably request.

(b) If the interest of Landlord under this Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure, or other proceedings for enforcement of any first mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee (the "Purchaser") under the terms, covenants and conditions of this Lease for the balance of the Term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were the landlord under this Lease, and at the option of Purchaser, Tenant shall attorn to the

Purchaser (including the mortgagee under any such mortgage, if it be the Purchaser), as its landlord, the attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon the attornment, to the extent of the then remaining balance of the Term of this Lease, and any extensions and renewals, shall be and are the same as those set forth in this Lease.

25. NOTICES AND CONSENTS. All notices contemplated by Illinois Forcible Entry and Detainer Law shall be given in accordance with such law. All other notices, demands, requests, consents and approvals that may or are required to be given by either party to the other shall be in writing and shall be served when sent by United States certified or registered mail, postage prepaid, or by overnight courier or personal delivery by designated agent at premise or other known address associated with such (a) if for Tenant, addressed to Tenant at the Building, or at such other place as Tenant may from time to time designate by notice to Landlord; or (b) if for Landlord, addressed to Landlord at, 77 North First Street, Geneva, Illinois 60134, or at such other place as Landlord may from time to time designate by notice to Tenant. All consents and approvals provided for herein must be in writing to be valid. All such other notices shall be deemed to have been given if addressed and mailed as above provided and shall be effective on the date two (2) days after deposit in the United States mail or one (1) day after deposit with an overnight courier, or at the time of delivery if personally served.

26. SECURITY DEPOSIT.

(a) Tenant has deposited with Landlord the sum of Nine Thousand Seven Hundred Ninety-Three and 33/100 Dollars (\$9,793.33) as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. The security deposit (\$9,793.33) is payable upon the Lease Execution Date. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default or for the payment of any other amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage that Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from Landlord's general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) within sixty (60) days at the expiration of the Term and upon Tenant's vacation of the Premises; provided, however, that Landlord shall be entitled to deduct from the security deposit any past due rent or other payments due to Landlord, including but not limited to estimated payments for common area maintenance, real estate taxes and insurance premiums. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to filing of such proceedings.

(b) Landlord may deliver the security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees of Landlord.

27. MISCELLANEOUS TAXES. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal

property of Tenant located in the Premises, if nonpayment thereof shall give rise to a lien on the Premises, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishing, equipment and other personal property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property.

28. BROKERAGE COMMISSION. Except for Shodeen Group, LLC, Landlord and Tenant represent and warrant each to the other that each has dealt with no other broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Paragraph 28 shall survive the termination of this Lease.

29. HAZARDOUS DEVICES AND CONTAMINANTS.

(a) Prohibition. Tenant and its agents, employees, contractors and invitees shall not use, store, release, generate or dispose of or permit to be used, stored, released, generated or disposed of any Contaminants (as hereinafter defined) on or in the Premises.

(b) Indemnification. From the date of this Retail Lease Agreement forward and in regards to actions resulting from the Tenant's business operations or activities, the Tenant shall indemnify and hold harmless Landlord, its agents, servants, employees, officers and directors forever from and against any and all liability, claims, demands and causes of action, including, but not limited to, any and all liability, claims, demands and causes of action by any governmental authority, property owner or any other third person and any and all expenses, including attorneys' fees [including, but not limited to, attorneys' fees to enforce Tenant's obligation of indemnification under this Paragraph 29 (b)], relating to any environmental liability resulting from (i) any Release (as hereinafter defined) of any Contaminant at the Premises or emanating from the Premises to adjacent properties or the surrounding environment during the Term of this Lease; (ii) during the Term of this Lease, any generation, transport, storage, disposal, treatment or other handling of any Contaminant at the Premises, including, but not limited to, any and all off-site transport, storage, disposal, treatment or other handling of any Contaminant generated, produced, used and/or originating in whole or in part from the Premises; and (iii) any activities at the Premises during the Term of this Lease that in any way might be alleged to fail to comply with any Requirements of Law.

(c) Definitions.

(i) "Contaminant" shall mean any substance or waste containing hazardous substances, pollutants, and contaminants as those terms are defined in the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and any substance similarly defined or identified in any other federal, provincial or state laws, rules or regulations governing the manufacture, import, use, handling, storage, processing, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This definition includes friable asbestos and petroleum or petroleum-based products.

(ii) "Requirements of Law" shall mean any federal, state or local law, rule, regulation, permit, agreement, order or other binding determination of any governmental authority relating to the environment, health or safety.

(iii) "Release" shall have the same meaning as in the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.

30. **SIGNS: STORE FRONTS.** Tenant shall, at its sole cost and expense, have the right to install standard City of St. Charles approved signage that conform to the Landlord's specifications. Tenant shall, at its sole cost and expense, have the right to display a Grand Opening sign and other promotional banners from time to time. All signs and banners must be approved in writing by the Landlord. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion. Tenant may not, under any circumstances, (a) place any signage on the building roof, canopy roofs extending over the building roof, penthouse walls or so as to project above the parapet, canopy or top of the wall upon which it is mounted or place any signage at any angle to the building; provided, however, the immediately foregoing sentence shall not apply any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; (b) paint any signs on the surface of the Leased Premises or any other surfaces of the Shopping Center; (c) install any flashing, moving or audible signs; (d) install any signs employing exposed raceways, neon tubes, ballast boxes or transformers; or (e) install any paper or cardboard signs, temporary signs, stickers or decals, whether in the windows of the interior or on the exterior of the Leased Premises (provided, however, the foregoing shall not prohibit the placement at the entrance of the Leased Premises of a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar bits of information). At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant may not install any exterior sign that identifies leased departments and/or concessionaires operating under the Tenant's business or trade name, nor identify specific brands or products for sale or services offered within the Leased Premises, unless such identification is used as part of Tenant's trade name. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

The Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this lease all signs in accordance with landlord's sign criteria. The Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

The Tenant shall be responsible for having signs which comply with all applicable laws and apply for all local sign permits required within local ordinances.

If any Tenant sign is left on the leased Premises for more than thirty (30) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

The Tenant shall be allowed at its sole cost and expense to install Landlord approved signage on the open space in the monument sign which is located at the North entrance on Lincoln Highway.

31. **LOCKS.** No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. Except for those keys provided by Landlord, no keys for any door shall be made. If more than two keys for one lock are desired, Landlord will provide the same upon payment

by Tenant. All keys must be returned to Landlord at the expiration or Termination of this Lease. Tenant shall see that the doors and windows, if operable, of the Premises are closed and securely locked before leaving the Building.

32. PLUMBING. Tenant must observe strict care and caution that all water faucets and water apparatus are shut off before Tenant or its employees leave the Building to prevent waste or damage. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be paid by Tenant and Landlord shall not in any case be responsible therefore.

33. REPORTS BY TENANT. Intentionally Deleted

34. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights:

(a) To name the Building and to change the name or street address of the Building;

(b) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, toilet supplies, shoe shining, vending machines, mobile vending service, catering, and like services used on the Premises or in the Building;

(c) On reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last twelve (12) months of the Term, to install leasing signs identifying the Premises as available within the Premises and/or about the Property, and to exhibit the Premises to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest at any time during the Term; and

(d) To install vending machines of all kinds in the Property, including, without limitation, and to provide mobile vending service therefore, and to receive all of the revenue derived there from; provided, however, that no vending machines shall be installed by Landlord nor shall any mobile vending service be provided therefore, unless Tenant so requests.

35. MISCELLANEOUS.

(a) No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner (or ground lessor, as the case may be) for the time being of the Premises. If the Premises or the underlying lease, if any, be sold or transferred, the seller thereof shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder, it being hereby agreed that the covenants and obligations, contained in this Lease to be performed on the part of Landlord, hereunder it being hereby agreed that the covenants and obligations contained in this Lease

shall be binding under Landlord, its successors and assigns, only during their respective successive period of ownership.

(c) It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as occupant.

(d) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or implying covenants and conditions were used in each separate instance.

(e) In the event of variation or discrepancy among counterparts, Landlord's original copy of this Lease shall control.

(f) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that this provision shall in no manner enlarge Tenant's rights of assignment, which right of assignment has been restricted under the foregoing provisions of this Lease.

(g) Landlord represents that to the best of its knowledge Landlord has received no notice of violation of the Americans with Disabilities Act from any governmental body having jurisdiction for such matters.

36. RELATIONSHIP OF PARTIES. Any intention to create a joint venture, partnership or principal and agent relationship between the parties hereto is hereby expressly disclaimed. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant.

37. GENDER AND NUMBER. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances, and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and the circumstances.

38. TOPIC HEADINGS. Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor constitute any part of this Lease and are not to be considered in the construction of this Lease.

39. COUNTERPARTS. Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding upon all parties.

40. ENTIRE AGREEMENT. This Lease contains the entire understanding between the parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangement, or understandings except those specifically expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

41. RECORDING. The parties agree that this Lease shall not be recorded.

42. NO OFFER. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

43. RELOCATION OF PREMISES. Intentionally Deleted

44. WAIVER OF TRIAL BY JURY. In accordance with the parties' agreement and the terms of "Exhibit G" which is attached hereto and incorporated herein, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

45. GOVERNING LAW: INVALIDITY OF ANY PROVISIONS. This Lease shall be subject to and governed by the laws of the state in which the Premises are located. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

46. TIME OF THE ESSENCE. Time is of the essence of this Lease. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the action contemplated herein cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

47. JOINT PARTICIPATION. The parties hereto participated jointly in the negotiation and preparation of this Lease and each party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party. This Lease shall be construed as if it was jointly prepared by the parties and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

48. SEVERABILITY. If any provision of this Lease shall be determined void or invalid by a court of competent jurisdiction, then the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

49. FURTHER ASSURANCES. Landlord and Tenant agree to execute all documents and instruments reasonably required in order to consummate the leasing and occupancy of the Premises.

50. CORPORATE AUTHORITY. Each individual signing this Lease represents and warrants that he has the requisite authority to sign on behalf of the company for whom he is executing this Lease and to bind such company to this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

Tri-City Center Associates, A.P.,

Date: 10-3-2024

By: 

Title: President

TENANT:

CENTAURO, Inc.

Date: 10-1-2024

By: 
Title: President

EXHIBIT "A"

FLOOR PLAN

EXHIBIT "B"

LEGAL DESCRIPTION

Tax Parcels

09-33-351-018
09-33-351-020
09-33-351-022
09-33-351-051

EXHIBIT "C"

COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT ("Agreement") dated _____, _____ is between Tri-City Center Associates, L.P., an Illinois Limited Partnership, (the "Landlord"), and CENTAURO, Inc., an Illinois Corporation, (the "Tenant").

WITNESSETH:

- A. Landlord and Tenant executed a certain Lease dated _____, _____ (the "Lease").
- B. The Lease provides that the Gross Rent will commence ninety (90) days after the expiration of the Build Out Period as defined in the Lease;
- C. Landlord and Tenant now desire to set forth in writing the actual expiration of the Build Out Period and the actual Gross Rent Commencement Date of the Lease.

NOW THEREFORE in consideration of the mutual covenants and promises contained herein and other valuable consideration, the parties agree that the Build Out Period expired on _____, _____ and that the Gross Rent will commence on _____, _____ and the Lease shall terminate on _____, _____.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

LANDLORD:

Tri-City Center Associates, LP.,

Date: _____

By: _____
Title: President

TENANT:

CENTAURO, Inc.

Date: _____

By: _____
Title:

EXHIBIT "D"

LANDLORD IMPROVEMENTS

Tenant to take the Premises "as-is".

EXHIBIT "E"

TENANT ESTOPPEL CERTIFICATE

Re: Lease Agreement dated _____, 20____
(the "Lease Agreement") between _____
(the "Landlord") and _____
_____ (the "Tenant")
in the property commonly known as _____
_____ Illinois (the "Premises").

Gentlemen:

The Tenant hereby certifies that as of the date hereof:

- (1) The Tenant is in full and complete possession of the Premises, such possession having been delivered by the Landlord and accepted by the Tenant on _____, 20__ subject to the terms and conditions of the Lease Agreement.
- (2) The Tenant is currently open and conducting business with the public in the Premises;
- (3) The Lease Agreement is in full force and effect, free and clear of any default on the part of the Landlord; no condition exists which, with the service of notice or the passage of time, or both, would cause the Landlord or the Tenant to be in default; and the Lease Agreement has not been amended, modified or supplemented; except as follows (if amended, attach a copy of the amendment):
- (4) The Lease Agreement is the entire agreement between the Landlord and the Tenant as to the Premises, and there are no other oral or written agreements between the Landlord and the Tenant with respect to the Premises;
- (5) The Lease Agreement will terminate on _____, 20__.
- (6) All duties and obligations of an inducement nature, required of the Landlord, have been fulfilled and there are no agreements in effect between the Landlord and the Tenant which, in any way, relate to the Premises or change or modify the terms and provisions of the Lease Agreement.
- (7) No rents have been abated nor have any of the same been prepaid for more than one (1) month, except as provided in the Lease Agreement and the Tenant does not now have or hold any claim against the Landlord which is a set-off or credit against future accruing rents, except as follows:

(8) Pursuant to the Lease Agreement, the Tenant is required to pay its prorata share of real estate taxes and operating expenses incurred in the operation of the Premises.

(9) The Tenant has given the Landlord a security deposit of \$ _____.

(10) The Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease Agreement or of the rents to be paid pursuant thereto.

(11) The Tenant has paid rent to the Landlord through the month of _____, 19__.

(12) The Tenant agrees that it will not pay any rents due pursuant to the Lease Agreement more than thirty (30) days in advance of the due dates thereof.

(13) Tenant agrees that any party who subsequently acquires title to the Premises (the "New Owner") shall not be:

(a) liable for any act or omission of any person or party who may be a landlord under the Lease Agreement prior to the New Owner's acquisition of title to the Premises ("Prior Lessor");

(b) liable for the return of any security or cleaning deposits paid to any Prior Lessor and not actually delivered to the New Owner; or

(c) subject to any off-sets or defenses which the Tenant may have against any Prior Lessor.

Dated: _____, 20__

By: _____
Title:

EXHIBIT "F"

RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant's sole cost and expense and in such manner, character and style as Landlord may approve in writing. Any approved door or window lettering must not exceed 2" in height and the sign may only indicate store name, hours, phone number and approved credit cards. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge to Tenant the expense incurred by such removal.
2. No awning or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be visible from the exterior of the Building, or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord. Such quality, type, design and color of window treatments shall be approved by Landlord and shall be attached in a manner approved by Landlord.
3. Tenant shall not place objects against glass partitions, doors or windows of the exterior of the Building and shall promptly remove any such objects upon notice from Landlord.
4. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building.
5. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.
6. No person or contractor not employed by Landlord shall be used to perform janitorial work, window washing, cleaning, maintenance, repair or similar work in the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld.
7. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability for office use, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
8. Any carpeting cemented down by Tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Landlord may charge the expense incurred by such removal to Tenant.
9. No electric circuits for any purpose shall be brought into the Premises without Landlord's written permission specifying the manner in which same may be done.

10. No bicycle or other vehicle, and no dog or other animal other than service animals for persons with disabilities, shall be allowed in offices, halls, corridors, or elsewhere in the Building.
11. Tenant shall not throw anything out of the door or windows, or down any passageways or elevator shafts.
12. All loading, unloading, receiving or delivering of goods, supplies or disposal of garbage or refuse shall be made only through entryway and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.
13. All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations. Landlord reserves the right, at any time, to charge for garbage removal as part of CAM costs or direct bill tenants based on their size, sales per square feet, use of space and seasonal sales.
14. All safes, equipment or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord. Any such safe, equipment or other heavy article shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of the Building. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.
15. Vending machines shall not be installed without permission of the Landlord except for food and soft drink vending machines which are for the sole and exclusive use of Tenant's employees.
16. Wherever in these Building Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's servants, employees, agents, customers, invitees, successors and assigns. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's servants, employees, agents, customers, invitees, successors and assigns.
17. Landlord shall have the right upon notice to Tenant at least twenty-four (24) hours in advance, which notice may be oral, telephonic or otherwise, to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.
18. Tenant shall, when using the common parking facilities, if any, in and around the building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicle. No vehicles shall be parked overnight.

19. At all times Landlord's property manager shall be in charge of the Building and (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned regarding their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and departure, nature of visits, and other information deemed necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord shall from time to time designate; provided, however, anything herein to the contrary notwithstanding, Landlord shall not be liable for any lack of security in respect to the Building whatsoever. Landlord will normally not enforce clauses (a), (b) and (c) above from 7:00 am. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 pm. on Saturdays, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the protection of the Building and the property therein. Landlord shall in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.
20. No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises.
21. Except as specifically provided in the Lease, Tenant shall not affix anything to the roof of the Leased Premises and Building and shall not bore any holes through the roof for any purpose whatsoever.
22. No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms.
23. The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
24. Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
25. Tenant shall not use any of the Building common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.
26. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Building.
27. Tenant shall observe fairly and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord and Landlord's additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

EXHIBIT "O"

WAIVER OF RIGHT TO TRIAL BY JURY

The parties to the Lease and dated September 20, 2024, between Tri-City Center Associates, L.P., an Illinois Limited Partnership, (the "Landlord"), and CENTAURO, Inc., an Illinois Corporation, (the "Tenant") hereby agree as follows:

We hereby each waive any right to trial by jury in any action, proceeding, or counterclaim in any way connected with the Lease, the Guaranty, and any related documents.

In Witness Whereof, the parties have executed this Waiver as of the day and year first written above.

LANDLORD:

Date: 10-3-2024

Tri-City Center Associates, LP,

By: _____
Title: _____



TENANT:

Date: 10-1-2024

CENTAURO, Inc.

By: _____
Title: _____



owner/president

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6c
	Title:	Recommendation to approve a proposal for a Massage License Application for Carrie Ann’s Wellness, located at 150 S Kirk Rd Suite 107, St. Charles	
	Presenter:	Acting Police Deputy Chief Drew Lamela	
Meeting: Government Operations Committee		Date: November 17, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Carrie Ann’s Wellness, located within Posh Salon Suites at 150 S Kirk Rd, Suite 107, St. Charles, is requesting approval of a massage license application for their business.</p>			
Attachments (please list):			
Liquor License, Memo			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a Massage License Application for Carrie Ann’s Wellness, located at 150 S Kirk Rd Suite 107, St. Charles.			



Memo

Date: 11/7/2025
To: Clint Hull, Mayor-Liquor Commissioner
From: Drew Lamela, Investigations Commander DL#340
Re: Background Investigation- Carrie Ann's Wellness, 150 S. Kirk Rd., St. Charles (Massage License)

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above-mentioned establishment.

Carrie Ann's Wellness is located at 150 S. Kirk Rd., which will be operated out of Posh Salon Suites. The owner, Caorlyn Shnyder, will be offering massages by appointment only. The hours of operation will be Monday through Sunday from 9am-9pm.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with a massage license, subject to City Council approval.

Please see the application material, floorplan and business-plan for further details.

MASSAGE APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Carolyn Shnyder

BUSINESS: Carrie Ann's Wellness, PLLC.

ADDRESS: 150 S. Kirk Rd. Suite # 107. St. Charles, IL 60174

	REQUESTED	COMPLETED
APPLICATION	<u>X</u>	<u>X</u>
BUSINESS PLAN/FLOOR PLAN/MASSAGE OPTIONS	<u>X</u>	<u>X</u>
LEASE (OR LETTER OF INTENT)	<u>X</u>	<u>X</u>
MASSAGE THERAPY LICENSE(S)	<u>X</u>	<u>X</u>
FINGERPRINTS (ALL MANAGERS)	<u>X</u>	<u>X</u>
CERTIFICATE OF INSURANCE	<u>X</u>	<u>X</u>
TLO/INTERNET SEARCH	<u>X</u>	<u>X</u>
I-CLEAR/AEGIS LINK/NEW WORLD/CIRCUIT CLERK	<u>X</u>	<u>X</u>
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	<u>NA</u>	<u>NA</u>
POLICE RECORDS CHECK	<u>X</u>	<u>X</u>
APPLICANT'S HOMETOWN RESIDENCY LETTER	<u>X</u>	<u>X</u>
IDFPR CHECK	<u>X</u>	<u>X</u>
SITE VISIT/MASSAGE INSPECTION REPORT	<u>X</u>	<u>X</u>

* COMMENTS: _____

INVESTIGATOR ASSIGNED: Det. Sgt. Dony #376

SUPERVISOR REVIEW: [REDACTED] _____



Memo

Date: 10/30/2025
To: Chief Dan Likens #400 via chain of command
From: Detective Sergeant Joseph Dony #376
Re: Massage Establishment Background / Carrie Ann's Wellness
DL# 340

Purpose

The purpose of this memorandum is to document the background investigation of Carolyn Shnyder in connection with her application for a Massage Establishment License for *Carrie Ann's Wellness, PLLC*.

Applicant Information

Name: Shnyder, Carolyn
DOB: [REDACTED]
Sex/Race: F/W
Address: [REDACTED]
Telephone: [REDACTED]

Initial Meeting

On October 7, 2025, I met with Ms. Shnyder at the St. Charles Police Department, where she completed and signed the background waiver forms authorizing this investigation.

During the interview, Ms. Shnyder stated the following:

- *Carrie Ann's Wellness, PLLC* will be located at 150 S. Kirk Road, Suite #107, St. Charles, Illinois which is located in the Posh Salon Suites building.
- She intends to operate from a salon suite that already offers various salon services. The massage room measures approximately 10' x 10' and is depicted in the submitted floor plan.

- The business will employ only herself as a licensed massage therapist (Illinois licenses attached).
 - Hours of operation will be Monday through Sunday, 9:00 a.m. – 9:00 p.m., by appointment only.
 - A finalized massage service menu has not yet been established.
-

Background Findings

- Ms. Shnyder has resided at her current address since 2014.
- No negative contacts or entries were found in the following databases:
 - St. Charles Police Department
 - Lake in the Hills Police Department
 - Kane County Aegis System
 - Chicago Police Department (I-CLEAR System)
 - Department's New World System
- A Google search revealed no arrests or negative publicity.
- On October 7, 2025, Ms. Shnyder was fingerprinted and photographed.
- She possesses a valid Illinois Driver's License (#S536-1018-0759).
- IDFPR records indicate she is in good standing.
- TLOxp results revealed no additional licenses, civil cases, or criminal history.
- Circuit Clerk checks in Kane, DuPage, Cook, and DeKalb Counties revealed no court cases.
- Lease agreement with Universal Asset Management Inc. signed on August 21, 2025, valid through August 2026.
- Floor plan of leased space provided.
- Certificate of Insurance provided through Affinity Insurance Services, Inc. (\$2,000,000 per occurrence; \$6,000,000 aggregate).
- Ms. Shnyder acknowledged receipt and review of the City of St. Charles Massage Establishment Ordinance 5.20.

Site Inspection

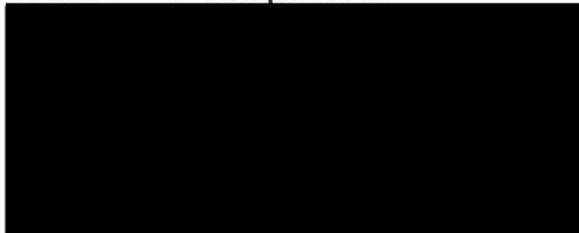
On October 23, 2025, at 1100 hours, I conducted an inspection of the premises located at 150 S. Kirk Road, Suite #107, St. Charles, Illinois.

Observations included:

- The studio displayed business hours and "Appointments Only" signage.
- The facility consists of multiple salon suites occupied by individual businesses, primarily hair stylists.
- Building entrance is secured, allowing access only to clients.
- Massage Room #107:
 - Fresh linens provided for each client.
 - Used linens laundered on-site.
 - Restrooms available to both clients and employees.
 - Employees wash hands between sessions.
 - Room setup includes a centered massage table and closet for equipment.
- Illinois Massage Therapy Licenses properly displayed.
- No signs of alcohol or indications the premises were being used as a residence.

No concerns were noted during the inspection. *Carrie Ann's Wellness* is in compliance with the City of St. Charles Massage Establishment Ordinance 5.20.

Respectfully submitted,
Detective Sergeant Joseph Dony #376
St. Charles Police Department





**AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION
FOR USE BY AUTHORIZED PERSONNEL OF THE
ST. CHARLES POLICE AND/OR FIRE DEPARTMENT**

I, Carolyn Ann Shnyder, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized personnel of the City of St. Charles, Illinois, Police and/or Fire Department, whether the said records are of a public, private or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of records of educational institutions; financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit reports and/or ratings); and other financial statements and records wherever filed; efficiency ratings, complaints or grievances filed by or against me and the records and recollections of attorneys at law or other counsel, whether representing me or another person in any case, either criminal or civil, in which I presently have, or have had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be considered in determining my suitability for employment with the City of St. Charles. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I further release the City of St. Charles and St. Charles Board of Fire and Police Commission from any and all liability which may be incurred as a result of collecting such information.

I also understand this authorization to furnish information is executed in consideration of the City of St. Charles and/or the St. Charles Board of Fire and Police Commission.

A photocopy of this release form will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature.

I have read and fully understand the contents of this "Authorization for Release of Personal Information".

[Redacted]
Witness Signature

10/07/25
Date

JOSEPH DOM # 376
Witness

[Redacted]
Signature (include maiden name)

7 Oct 2025
Date

SSN #: _____

Address: [Redacted]

Phone: [Redacted]

Date of Birth: 04 June 1980



**ST. CHARLES POLICE DEPARTMENT
MESSAGE BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Cardyn Ann Shnyder, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees from any action or claim arising out of release of such information and waive all rights to damages of any form I may suffer from the release of such information.

Cardyn Ann Shnyder
Applicant's Name (Printed)

7 Oct 2025
Date


Applicant's Signature

7 Oct 2025
Date

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
227.017601

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:

EXPIRES:
12/31/2026

LICENSED MASSAGE THERAPIST



CAROLYN ANN SHNAYDER
CAROLYN ANN SHNAYDER
481 WINSLOW WAY
LAKE IN THE HILLS, IL 60156



MARIO TRETTO, JR.
SECRETARY

CAMILE LINDSAY
DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

19934365

Cut on Dotted Line



For future reference, IDFPR is now providing each person/business



Table



Towel warmer



Trash can

Suite 107
10'x11'2



Chair



Coat Rack

Mirror



Door

Sublease Ver. D

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease on the dates set forth below and this Sublease shall be effective as of the latter of such dates.

<p>Subtenant #1:</p> <p><u>Carolyn Ann Shrayder</u>, an individual, Jointly and severally</p> <p>By: <u>[Redacted]</u></p> <p>Name: <u>Carolyn Ann Shrayder</u></p> <p>Date Executed: <u>08 / 20 / 2025</u></p> <p>481 Wrigley Way Loop on the Hillz II</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number <u>[Redacted]</u></p> <p>SSN: <u>[Redacted]</u></p> <p>Copy of Driver's License Attached herein.</p>	<p>Subtenant #2: (if applicable):</p> <p>_____, an individual, jointly and severally</p> <p>By: _____</p> <p>Name: _____</p> <p>Date Executed: _____</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number _____</p> <p>SSN: _____</p> <p>Copy of Driver's License Attached herein.</p>
<p>Subtenant #3: (if applicable):</p> <p>_____, an individual, Jointly and severally</p> <p>By: _____</p> <p>Name: _____</p> <p>Date Executed: _____</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number _____</p> <p>SSN: _____</p> <p>Copy of Driver's License Attached herein.</p>	<p>Subtenant #4: (if applicable):</p> <p>_____, an individual, jointly and severally</p> <p>By: _____</p> <p>Name: _____</p> <p>Date Executed: _____</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number _____</p> <p>SSN: _____</p> <p>Copy of Driver's License Attached herein.</p>
<p>Sublandlord: Universal Asset Management Inc., an Illinois corporation, as Agent for Owner</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Dan S</u></p> <p>Title: <u>Secretary</u></p> <p>Date Executed: <u>08 / 21 / 2025</u></p>	

Subtenant Initials: [Redacted]

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Sublease Ver. D

The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Sublease. Sublandlord and Subtenant agree and consent to the jurisdiction of Venue for any action under this Sublease to be in Cook County, Illinois.

Section 27. Quiet Enjoyment and Subordination.

(A) Sublandlord covenants and agrees that, upon Subtenant's performance of all of the terms, covenants and conditions hereof on Subtenant's part to be performed, Subtenant shall have, hold and enjoy the Premises, subject and subordinate to the terms, covenants and conditions of this Sublease.

(B) This Sublease is subject and subordinate to any easement agreements; all ground and underlying leases; any mortgage, deed of trust or deed to secure debt (such, a "Mortgage"); and to any renewals, modifications, extensions, replacements, and substitutions of any of the foregoing now or hereafter affecting the Premises and/or the Shopping Center. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that upon request, Subtenant shall execute and deliver instrument(s) in recordable form confirming this subordination. Furthermore, Sublandlord may assign the rents and its interest in this Sublease to the holder of any Mortgage. In such event, Subtenant shall give the holder of such Mortgage a copy of any default notice delivered to Sublandlord, and, if Sublandlord fails to cure such default, Subtenant shall give such holder a reasonable period to cure such default commencing on the last day on which Sublandlord could cure such default.

Section 28. Electronic Signature and Delivery.

As an inducement to entering into this Agreement, Landlord and Tenant both acknowledge and agree that this Agreement, and any other documents to be delivered in connection with this Agreement, may be conducted electronically using Electronic Records and/or Electronic Signatures. The term, "Electronic Records" shall include, without limitation, this Agreement, and any other record created, generated, sent, communicated, received, or stored by electronic means. The term, "Electronic Signature" shall include any electronic sound, symbol, image or manually executed signatures transmitted by facsimile or other electronic format, (including, without limitation, "pdf", "tif", "jpg", "DocuSign", "AdobeSign", or any other electronic format or method permitted by applicable law) attached to or logically associated with an Electronic Record, executed or adopted by a person with the intent to sign the record, which shall be of the same legal effect, validity and enforceability as a manually executed signature, and/or use of a paper based record-keeping system to the fullest extent permitted by applicable law. Both Landlord and Tenant shall be bound by Electronic Signatures and by the terms, conditions, requirements, and information contained in any such Electronic Records. This provision does not prevent Landlord or Tenant from executing this agreement using a manually executed signature on paper form.

Section 29. Time of the Essence.

Time shall be of the essence in the performance of all obligations under this Sublease.

Section 30. Captions.

The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

Section 31. Counterparts.

This Agreement may be executed to any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, but all of which shall be construed together as a single instrument. The signature of any party to any counterpart, which may be transmitted by facsimile or email, shall be deemed a signature to, and may be appended to, any other counterpart.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

Subtenant Initials: [Redacted]

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Sublease Ver. D

12. Except as otherwise permitted by the Sublease, no loud speakers, television sets, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Sublandlord.
13. Subtenant shall not suffer, allow, or permit any odor, vibration, light, noise or other effect to emanate from their suite that would constitute a nuisance or interfere with the safety, comfort or convenience of others.
14. No candles, incense, odor emitters or any form of fragrances can be used within the Premises. Further, no open flames, smoke, or embers may be used within the Premises.
15. The Premises is not to be used for a massage parlor.
16. Subtenant shall keep the Premises in a clean condition and shall comply with all health and police regulations in all respects.
17. Subtenant shall keep no live animals, of any kind in the Premises.
18. Subtenant shall promptly comply with all laws, ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter affecting the use, safety, cleanliness or occupation of the Premises.
19. Subtenant shall comply with Title III of the Americans With Disabilities Act of 1990 (42 U.S.C. 12181 et seq) (the "ADA").
20. Subtenants shall not discriminate against or cause segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry.
21. Subtenant shall not trip any circuit breakers and shall not use more than 15 Amps of electrical power at any given time so as not to trip any circuit breakers, draw excessive electric usage, or cause disruptions in power. Any tripped breakers caused by Subtenant's use will incur a service call of \$150.00 to restore power. If Sublandlord discovers unapproved or unauthorized use and/or equipment and/or electrical draw from Subtenant, Subtenant shall be in Default of Sublease and Subtenant shall immediately cease all unauthorized uses and shall remove all unauthorized equipment as dictated by Sublandlord. Sublandlord may also invoice Subtenant for the reasonable costs thereof to compensate for the splicing of electrical service, or may place the Subtenant in Default in its discretion.
22. Subtenant knowingly and voluntarily understands and warrants that Subtenant shall never have more than 2 persons within the Premises at any given time.
23. If Subtenant sends a request to Sublandlord, between 9:00AM -5:00PM on Business Days, asking Sublandlord to unlock the Premises, for any reason whatsoever, including but not limited to Subtenant misplacing or locking its keys within the Premises, then Subtenant shall pay to Sublandlord a fee of \$75.00 per occurrence. However, if Subtenant sends this request to Sublandlord outside the time period mentioned above or on a day that is not a Business Day, then Subtenant shall pay to Sublandlord a fee of \$155.00 per occurrence. Notwithstanding the above, this does not create an obligation for Sublandlord to unlock the Premises for Subtenant or to unlock the Premises within a certain amount of time. Sublandlord may elect to invoice Subtenant for the work requested if Sublandlord agrees to unlock the Premises for Subtenant. Otherwise, Subtenant shall engage a locksmith to unlock the Premises and shall provide Sublandlord with a spare key if a new lock is installed. This is not a penalty but serves as a method to offset Sublandlord's costs incurred.
24. If for whatever reason, Subtenant destroys, damages, or otherwise causes a lock to cease normal function which requires replacement or repair, Subtenant shall be responsible for a lock replacement fee of at least Two Hundred Twenty Five Dollars and 00/100 (\$225.00). This is not a penalty, but serves as a method to offset Sublandlord's costs incurred.
25. Subtenant agrees not make any alterations, additions or improvements, including but not limited to painting the Premises, bringing furniture into the Premises, or altering, in any manner whatsoever, any portion of the Premises, Shopping Center or the Common Areas without Sublandlord's prior written approval.
26. Subtenant agrees not to lower the Set To temperature of the Air conditioning system below Seventy (70) degrees, or raise the Set To temperature of the heating components of the HVAC system above Seventy Five (75) degrees for more than two (2) consecutive hours without Sublandlord's consent, or Subtenant shall be responsible for the reasonable costs for the excess use of utilities by the HVAC, based upon Sublandlord's then standard charge for additional HVAC service and providing such reasonable prior notice as is specified by Sublandlord.
27. These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend the terms, covenants, agreements and conditions of the Sublease. In the event the Rules and Regulations conflict with the Sublease, the provisions of the Sublease shall control.

Subtenant Initials: [REDACTED]

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Sublease Ver. D

**SCHEDULE A
RULES AND REGULATIONS**

1. Subtenant shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at any other times.

All deliveries are to be made to designated service or receiving areas and Subtenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.

Except for small parcel packages, no deliveries will be permitted through the front doors unless the Subtenant it does not have a rear service door. Merchandise being received shall immediately be moved into Subtenant's Subleased Premises.
2. Subtenant is responsible for storage and removal of its trash, refuse and garbage. Subtenants shall breakdown all boxes before placing boxes in trash containers. All trash must be placed in trash containers and lid shall be tightly enclosed. Any trash not placed in trash bins by Subtenant will result in Sublandlord charging Subtenant a fee of \$30.00 per occurrence. Subtenant shall not use Shopping Center's litter containers for its trash. Loose trash (i.e., Styrofoam packing, receipts, paper, etc.) shall be placed in sealed bags or containers prior to depositing same in trash containers. Subtenant shall not burn any trash or garbage on the Premises or any other part of the Shopping Center.

If Sublandlord shall provide or designate a service for picking up refuse and garbage, Subtenant shall use same at Subtenant's cost.
3. Subtenant shall not dispose of the following items in sinks, toilets, or commodes: Plastic bags, straws, boxes, sanitary napkins, tea bags, cooking fats, cooking oils, any meat scraps or cutting residue, petroleum products (thinner, brushes) or any other items which the same are not designed to receive. Subtenant shall be responsible of costs incurred by Sublandlord due to the violation of this provision.
4. All the Premises of the Subtenant, including vestibules, entrances and returns, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.
5. Subtenant shall use, at Subtenant's cost, such pest extermination contractor as Sublandlord may direct and at such intervals as Sublandlord may require.
6. Subtenant shall not permit any advertising medium to be placed on any of the walls, on Subtenant's exterior windows, on standards, on trash receptacles, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Center, outside the Subleased Premises. No radio, television or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Subleased Premises, unless Sublandlord has previously given its written consent.
7. Subtenant shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside its Premises.
8. Subtenant shall not, in or on any part of the Common Area:
 - a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
 - b. Solicit membership in any organization, group or association or contribution for any purpose.
 - c. Create a nuisance.
 - d. Deface, damage or denolish any sign, light standard or fixture, landscaping materials or other improvement within the Center or the property of customers, business invitees or employees situated within the Center.
 - e. Install any exterior lighting or plumbing fixtures, shades or awnings or any exterior decorations or painting, or build any fences or make any changes to the premises.
 - f. Place garbage.
10. Subtenant and its employees shall park their cars and/or other vehicles in the designated parking area as specified by Sublandlord. No Subtenant or its employees will be permitted to park in the main lot(s) during the time such Subtenant or employee is working in Subtenant's store. Such violation shall result in the vehicle being towed away and stored until such charges are paid by Subtenant. In addition, the Subtenant shall pay Sublandlord a nuisance fee of \$25.00 on any such occurrence, prior to taking repossession of the vehicle involved in such violation.
11. Sublandlord shall have the right to reasonably amend, revise, modify or add to the Rules and Regulations from time to time, by written notice to Subtenant.

Subtenant Initials: [REDACTED]

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SCHEDULE C**CONTINUING SUBLEASE GUARANTY**

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the foregoing and attached Sublease denising the Premises as defined therein (the "Sublease"), which is attached hereto and incorporated herein, as if fully restated and ratified, the undersigned Guarantor(s), each, jointly and severally (collectively, "Guarantor"), hereby guarantees to the Sublandlord, its successors and assigns, the full and prompt payment of monetary obligations of Subtenant under the Sublease, including but not limited to the payment of Rent, and all other sums and charges payable by the Subtenant, its successors and assigns, under said Sublease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Subtenant, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Sublandlord, its successors and assigns, that if default shall at any time be made by the Subtenant, its successors and assigns, in the payment of any such rent and any and all other sums and charges payable by the Subtenant, its successors and assigns, under said Sublease, or if Subtenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in said Sublease, the Guarantor will forthwith pay such rent and other sums and charges, and any arrears thereof, to the Sublandlord, its successors and assigns, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to the Sublandlord all damages, costs and expenses that may arise in consequence of any default by the Subtenant, its successors and assigns, under said Sublease, including without limitation, all reasonable attorneys' fees and disbursements incurred by the Sublandlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is a continuing and absolute unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the Sublandlord's part of any kind or nature whatsoever against the Subtenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or non observance of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Sublandlord against the Subtenant, or against the Subtenant's successors and assigns, of any of the rights or remedies reserved to the Sublandlord pursuant to the provisions of the said Sublease or by relief of Subtenant from any of Subtenant's obligations under the Sublease or otherwise by (a) the release or discharge of the Subtenant in any creditors' proceedings, receivership, bankruptcy or other proceedings, (b) the impairment, limitation, release or modification of the liability of the Subtenant or the estate of the Subtenant in bankruptcy, or of any remedy for the enforcement of the Subtenant's said liability under the Sublease, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Sublease in any such proceedings.

This Guaranty shall be a continuing guaranty and the liability of the Guarantor shall in no way be affected, modified or diminished by reason of any assignment, amendment, renewal, supplement, modification or extension of the Sublease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Sublease, or by reason of any extension of time that may be granted by the Sublandlord to the Subtenant, its successors or assigns or a changed or different use of the Premises consented to in writing by Sublandlord or by reason of any dealings or transactions or matters or things occurring between the Sublandlord and the Subtenant, its successors or assigns, whether or not notice thereof is given to the Guarantor or to the holding over of Subtenant, its successors or assigns.

The Sublandlord's consent to any assignment or assignments, and successive assignments by the Subtenant and Subtenant's assigns of the Sublease, made, either with or without notice to the Guarantor, shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

The assignment by Sublandlord of the Sublease and/or the avails and proceeds thereof made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

All duties and obligations of the undersigned pursuant to this Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned. If the undersigned consists of more than one person, then each person shall be jointly and severally liable for the obligations of the undersigned under this Guaranty. The liability of Guarantor is coextensive with that of Subtenant and an action may be brought against Guarantor and carried to final judgment with or without making Subtenant a party thereto.

All of the Sublandlord's rights and remedies under the said Sublease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein mentioned is intended to be in exclusion of or a waiver of any of the others. The obligation of the Guarantor hereunder shall not be released by Sublandlord's receipt, application of release of security given for the performance and observance of covenants and conditions required to be performed and observed by Subtenant under said Sublease, nor shall the Guarantor be released by the maintenance of or execution upon any lien which Sublandlord may have or assert against Subtenant and/or Subtenant's assets.

Subtenant Initials: 

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**SCHEDULE B
WORK LETTER****SUBLANDLORD'S CONSTRUCTION AND DELIVERY OF THE PREMISES:**

Subtenant is accepting the Premises in its "as-is" condition, subject to all defects, latent or otherwise. Sublandlord makes no warranties, express or implied, regarding the suitability of the premises. Subtenant's acceptance of the Premises upon the Commencement Date shall be conclusive evidence and confirmation that Subtenant has inspected the Premises and that all Sublandlord's obligations, if any, have been fully performed and completed, and the Premises are in acceptable conditions, as Subtenant acknowledges having ample opportunity to complete all inspections it deems necessary, where future issues shall be Subtenant's responsibility under this sublease.

Subtenant Initials: 

Doc ID: 1d10ed624bea8fb09d0b538ac81d95dc56f0ce9



Audit trail

Title \$99 Promotion - One Subtenant Sublease
File name \$99 Promotion - One Subtenant Sublease.pdf
Document ID 1d10ed624bea8fb09d0b538ac81d95dc58fdce9a
Audit trail date format MM / DD / YYYY
Status ● Signed

This document was signed on my.innago.com

Document history

 **08 / 20 / 2025**
22:32:54 UTC
 Sent for signature to Carolyn Ann Shnayder
 (carolyn.ann.shnayder@carriannswellness.com) and Daniel
 Shoffet (poshsalonsuites1@gmail.com) from
 subscriptions@innago.com
 IP: 3.18.19.170

 **08 / 21 / 2025**
00:04:46 UTC
 Viewed by Carolyn Ann Shnayder
 (carolyn.ann.shnayder@carriannswellness.com)
 IP: 71.239.237.37

 **08 / 21 / 2025**
01:06:41 UTC
 Signed by Carolyn Ann Shnayder
 (carolyn.ann.shnayder@carriannswellness.com)
 IP: 71.239.237.37

 **08 / 21 / 2025**
16:21:08 UTC
 Viewed by Daniel Shoffet (poshsalonsuites1@gmail.com)
 IP: 76.247.73.169

Sublease Ver. D

Guarantor waives any and all rights of subrogation against the Subtenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder and waives any right to enforce any remedy which the Guarantor now or hereafter shall have against the Subtenant by reason of any one or more payment or acts of performance in compliance with the obligations of the Guarantor hereunder. In addition, until all the covenants and conditions in said Sublease on the Subtenant's part to be performed and observed are fully performed and observed, the Guarantor subordinates any liability or indebtedness of the Subtenant now or hereafter held by the Guarantor to the obligations of the Subtenant to the Sublandlord under said Sublease.

As an inducement to entering into the Sublease, Sublandlord and Subtenant both acknowledge and agree that this Continuing Sublease Guaranty was a material aspect of the Sublease and necessary for the Sublease. Any documents to be delivered in connection with this Continuing Sublease Guaranty, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same document and may be conducted electronically using Electronic Records and/or Electronic Signatures. The term, "Electronic Records" shall include, without limitation, this Continuing Sublease Guaranty, and any other record created, generated, sent, communicated, received, or stored by electronic means. The term, "Electronic Signature" shall include any electronic sound, symbol, image or manually executed signatures transmitted by facsimile or other electronic format, (including, without limitation, ".pdf", ".tif", ".jpg", ".DocuSign", ".AdobeSign", or any other electronic format or method permitted by applicable law) attached to or logically associated with an Electronic Record, executed or adopted by a person with the intent to sign the record. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Continuing Sublease Guaranty and all matters related to the Continuing Sublease Guaranty going forward, with such scanned and electronic signatures having the same legal effect as original signatures. This Continuing Sublease Guaranty may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state or federal law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each party as if it were physically executed. Both Sublandlord, Subtenant, and the Guarantor shall be bound by Electronic Signatures and by the terms, conditions, requirements, and information contained in any such Electronic Records. Subtenant and Guarantor(s) warrants to Sublandlord that the party or individual executing this Continuing Sublease Guaranty, or any document related to this Continuing Sublease Guaranty, whether electronically or otherwise, shall have the legal authority to do so, where the Guarantor shall indemnify Sublandlord against any claims to the contrary. This provision does not prevent Guarantor from executing this Continuing Sublease Guaranty using a manually executed signature on paper form.

Guarantor hereby submits itself to the jurisdiction of the courts of the State of Illinois, County of Cook, and hereby irrevocably appoints the Subtenant, or if Subtenant is more than one person then any one of them, the manager, assistant manager and any acting manager of the facility being operated at any time during the term of the Sublease at the Premises and (if subtenant a corporation, trustee or partnership) all persons of the Subtenant upon whom service of process may be served for service upon Subtenant as its agents for the service of process in any action against Guarantor arising out of this Guaranty. This provision does not affect any right to serve process upon Guarantor in any other manner permitted by law.

Guarantor's failure to object to any statement, invoice or billing rendered by Sublandlord within a period of thirty (30) days after receipt thereof shall constitute Guarantor's acquiescence with respect thereto and shall render such statement, invoice or billing an account stated between Sublandlord, Subtenant, and Guarantor. Guarantor acknowledges, covenants, affirms, and warrants, that it shall take all necessary steps to stay informed about the invoices or billings rendered by Sublandlord in the Sublease, where Landlord is under no further obligations as it relates to duties to Guarantor.

[Rest of Page Intentionally Left Blank - Signatures appearing on the following page]



Audit trail

Title \$99 Promotion - One Subtenant Sublease
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Document history

- 08 / 21 / 2025 16:21:17 UTC Signed by Daniel Shoffel (poshsalonsuiles1@gmail.com)
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Sublease Ver. D

In connection with this Continuing Guaranty, you are hereby authorized to make any investigation of my personal history and financial and credit record through any investigative of credit agencies or bureaus of your choice.

<p>Guarantor #1:</p> <p>Carolyn Ann Shrayder, an individual, jointly and severally</p> <p>By: </p> <p>Name: Carolyn Ann Shrayder</p> <p>Date Executed: 08 / 20 / 2025</p> <p>Current Address: 481 Windsor Way Lakeview Hills, IL</p> <p>Driver's License or I.D. State & Number: </p> <p>SSN: </p> <p>Copy of Driver's License Attached herein.</p>	<p>Guarantor #2, (if applicable)</p> <p>_____, an individual, jointly and severally</p> <p>By: _____</p> <p>Name: _____</p> <p>Date Executed: _____</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number: _____</p> <p>SSN: _____</p> <p>Copy of Driver's License Attached herein.</p>
<p>Guarantor #3: (if applicable)</p> <p>_____, an individual, jointly and severally</p> <p>By: _____</p> <p>Name: _____</p> <p>Date Executed: _____</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number: _____</p> <p>SSN: _____</p> <p>Copy of Driver's License Attached herein.</p>	<p>Guarantor #4: (if applicable)</p> <p>_____, an individual, jointly and severally</p> <p>By: _____</p> <p>Name: _____</p> <p>Date Executed: _____</p> <p>Current Address: _____</p> <p>Driver's License or I.D. State & Number: _____</p> <p>SSN: _____</p> <p>Copy of Driver's License Attached herein.</p>

Sublease Ver. D

POSH STUDIO SALON SUBLEASE

BASIC SUBLEASE INFORMATION

Section A

Date of Sublease ("Effective Date"): 08/21/2025

Shopping Center:	Shall mean	150 S. Kirk Road	ST CHARLES	Illinois	60174
Sublandlord:	Universal Asset Management, an Illinois corporation				

Premises Address	Shall mean	150 S. Kirk Road	Suite 107	ST CHARLES	Illinois	60174
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Collectively the "Subtenant":	Subtenant #1:	Carolyn Ann Shnyder	, an individual, jointly and severally
	Subtenant #2, if applicable:		, an individual, jointly and severally
	Subtenant #3, if applicable:		, an individual, jointly and severally
	Subtenant #4, if applicable:		, an individual, jointly and severally

Collectively the "Guarantor":	Guarantor #1:	Carolyn Ann Shnyder	, an individual, jointly and severally
	Guarantor #2, if applicable:		, an individual, jointly and severally
	Guarantor #3, if applicable:		, an individual, jointly and severally
	Guarantor #4, if applicable:		, an individual, jointly and severally

The Term	
Commencement Date:	Shall mean 11:30AM Central Time on 11/1/2025
Expiration Date:	Shall mean 3PM Central Time on 10/31/2026
Term:	<input type="checkbox"/> Periodic Tenancy on a Month - to Month Basis <input checked="" type="checkbox"/> Sublease for One (1) Lease Year

Subtenant Initials: [Redacted]

POSH SALON SUITES SUBLEASE

Between

Universal Asset Management, Inc.,

An Illinois corporation

("Sublandlord")

And

Subtenant #1:	Carolyn Ann Shnyder	, an individual, jointly and severally
Subtenant #2, if applicable:		, an individual, jointly and severally
Subtenant #3, if applicable:		, an individual, jointly and severally
Subtenant #4, if applicable:		, an individual, jointly and severally

(collectively the "Subtenant")

Premises:

150 S. Kirk Road	Suite 107	ST CHARLES	Illinois	60174
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Shopping Center

150 S. Kirk Road	ST CHARLES	Illinois	60174
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Subtenant Initials: [Redacted]

Sublease Ver. D

Rent Payment Address:	Universal Asset Management, Inc 1111 Plaza Drive, Suite 200 Schaumburg, Illinois 60173
Sublandlord's Notice Address:	All demands, approvals, consents, or Notices from Subtenant to Sublandlord shall be in writing and delivered by registered or certified mail with return receipt requested, or sent by overnight or same day courier service to the following addresses: Attn: Universal Asset Management Inc., 1111 N. Plaza Drive, Suite 200, Schaumburg, IL 60173, with a required copy sent to: Shoffet Law Group, LLC, Attn: Kathryn Robinson, Esq., 1111 N. Plaza Drive, Suite 250, Schaumburg, IL 60173. Notice shall be deemed to have been received on the earlier to occur of actual delivery to all required recipients, or the date on which delivery is refused by all required recipients. Subtenant consents and understands that Email shall not be an acceptable method to provide Notice to Sublandlord.

Subtenant Notice Address:	Shall mean <u>150 S. Kirk Road</u> <u>Suite 107</u> <u>ST CHARLES</u> <u>Illinois</u>
Subtenant Email:	Subtenant #1: carolyn.ann.shnyder@carrieannswallness.com
	Subtenant #2, if applicable
	Subtenant #3, if applicable
	Subtenant #4, if applicable

Subtenant Cell Phone Number	Subtenant #1: [REDACTED]
	Subtenant #2, if applicable
	Subtenant #3, if applicable
	Subtenant #4, if applicable

The foregoing Basic Sublease Information is hereby incorporated into the Sublease. The Sections referenced above correspond to the relevant provisions of the Sublease which refer to such Basic Sublease Information. Any capitalized terms set forth in the Sublease which are not defined therein shall have the respective meanings ascribed to them in the Basic Sublease Information. In the event of any conflict between any Basic Sublease Information and the Sublease, the latter shall control, without invalidating the remainder of the terms from the Basic Sublease Information.

The following Schedules are attached hereto and made a part of this Sublease:

- Schedule A: Rules and Regulations
- Schedule B: Landlord's Work
- Schedule C: Continuing Sublease Guaranty

Subtenant Initials: [REDACTED]

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Sublease Ver. D

Minimum Monthly Base Rent	\$ <u>930.00</u> per month, without notice or demand, in equal installments, in advance, beginning on the Commencement Date; and continuing on or before the first day of every calendar month following the Commencement Date at the Rent Payment Address or at such other place as Sublandlord may designate, without any set-off, subject to the terms of the Sublease.
Security Deposit:	Subtenant shall deposit with the Sublandlord a Security Deposit in the amount of <u>\$930.00</u> Subtenant understands, warrants, and confirms, that the Subtenant cannot elect to use, nor will Subtenant request Sublandlord use the Security Deposit to offset any amount of Rent. The Security Deposit shall be utilized only in Landlord's Sole and absolute discretion.

Move-in Promotion: [If Applicable]	The following is applicable only if: 1) ONE (1) of the following is Selected, & 2) this Sublease is for Twelve (12) Months or more.	
	Otherwise, the Move-In Promotion is Not Applicable	
Select one (1) of the following:	<input type="checkbox"/>	Not Applicable
	<input checked="" type="checkbox"/>	Ninety-Nine Dollars and no/100 (\$99.00) as First Month's Base Rent; or
	<input type="checkbox"/>	Last Month's Base Rent is Free

Hours of Operation:	Monday through Saturday from 9am - 5pm.
Sublandlord's Construction:	Subtenant is taking the Premises in its "as is" condition, subject to all defects, latent or otherwise. Sublandlord makes no warranties, express or implied, regarding the suitability of the Premises. Subtenant's acceptance of the Premises on the Commencement Date shall be conclusive evidence and confirmation that Subtenant has inspected the Premises and that all of Sublandlord's obligations, if any, have been fully performed and completed, where future issues shall be Subtenant's responsibility under this Sublease.
Subtenant Permitted and Primary Use:	Subtenant shall use the Subleased Premises solely and primarily for beauty and aesthetic related services. Subtenant shall not use the Premises for any other purpose whatsoever without the prior written consent of the Sublandlord. Subtenant shall not violate any exclusive uses in effect in the shopping center nor violate Section 5 of this Sublease. Subtenant understands, agrees, and warrants that it is solely responsible for any and all business licenses or any other licenses, as well as all applicable fees, necessary for Subtenant to operate its business in the Premises. Subtenant shall promptly apply for a business license with the appropriate authority prior to the Commencement Date. Subtenant warrants it shall possess and legally maintain at all times during its occupancy of the Premises all licensing requirements to own and operate a business, including a cosmetology, beauty, or health related business (as applicable) in the State of Illinois. Subtenant bears full responsibility of knowledge and education of said licensing requirements.

Subtenant Initials: [REDACTED]

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Sublease Ver. D

Sublandlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Sublandlord delivers possession of the Premises to Subtenant. Subtenant accepts that the Premises shall include all Sublandlord's personal property, fixtures, furniture, equipment, mirrors, cabinetry, sinks, or other operational property (collectively the "Sublandlord's Personal Property") that exists within the Premises as of the Effective Date. Subtenant is leasing Sublandlord's Personal Property under this Sublease and shall Sublandlord's Personal Property to Sublandlord in the same condition as it existed on the Effective Date.

Unless otherwise stated herein, the Expiration Date will be the last day of the last month as determined based upon the actual Commencement Date. If the Expiration Date, for any reason, does not fall on the last day of a calendar month, or if the date in Section A.2 is not the last day of a calendar month, then the Expiration Date shall automatically be adjusted to reflect the last day of the calendar month in which the Expiration Date was improperly set to occur. The Term of this Sublease shall commence on the Commencement Date, unless sooner terminated, and shall end on the Expiration Date.

Notwithstanding anything in this Sublease or Base Sublease Information to the contrary, (regardless if this Sublease is a month to month sublease, or for a period of one (1) year, or more) if Tenant remains in possession of the Premises, with sublandlord's express written consent, then, on each Adjustment Date the Monthly Base Rent amount will increase to 105% of the Monthly Base Rent amount in effect immediately prior to such Adjustment Date, without the need of a written agreement between Sublandlord and Subtenant. However, if Subtenant remains in possession of the Premises without Sublandlord's express written consent, Subtenant shall be subject to the terms of Holdover.

Subtenant may access the Premises as of the Effective Date for the sole purpose of preparing the Premises for Subtenant's occupancy and use.

Section 2. Base Rent; Reporting Requirement

(A) Subtenant shall pay Sublandlord "Base Rent", without notice or demand, in equal installments, in advance, payment of Base Rent beginning on the Commencement Date, and continuing on or before the first day of every calendar month following the Commencement Date at the Rent Payment Address or at such other place as Sublandlord may designate, without any set off, abatement or counterclaim. If the Commencement Date occurs on a day other than the first day of a calendar month, then Base Rent (as well as all Additional Rent) shall be prorated for the balance of that month based upon the actual number of days from the Commencement Date through the last day of said calendar month. The amount of each monthly installment of Base Rent for the Premises for the Term of this Sublease shall be as specified in Section A(7), subject to adjustment as stated in Section 1(B).

(B) Subtenant and Sublandlord agree that all other sums excepting Base Rent which may become due under this Sublease shall be deemed "Additional Rent." Base Rent and Additional Rent shall sometimes be collectively referred to herein as "Rent" or "rent." Additional Rent shall include, and shall not be limited to: late charges, interest, attorneys' fees and security deposits and any other sums coming due to or advanced by Landlord in performance of its obligations. Additional Rent shall be payable monthly in advance on the first (1st) day of each month on and after the Commencement Date.

(C) Payment by you or receipt by Sublandlord of a lesser amount than the Rent herein stipulated or any other rent required to be paid by you hereunder may be, at Sublandlord sole option, deemed to be on account of the earliest due stipulated Rents or other rent, or deemed to be on account of Rent or other Rent owing for the current period only, notwithstanding any instructions by or on your behalf to the contrary, which instructions will be null and void, and no endorsement or statement on any check or any letter accompanying any check payment as Rent or other rent will be deemed an accord and satisfaction, and Sublandlord may accept such check or payment without prejudice to Sublandlord's right to recover the balance of such Rent or other Rent or pursue any other remedy in this Sublease against you.

Section 3. Security Deposit.

Subtenant shall deposit the Security Deposit with Sublandlord upon signing this Sublease. Sublandlord shall not be required to segregate the Security Deposit from Sublandlord's other funds or pay interest thereon, unless required by applicable law. If Subtenant does not fulfill any of its obligations under the Sublease, Sublandlord may apply the Security Deposit on account of such obligation or to reimburse Sublandlord for any sum which Sublandlord may expend by reason of Subtenant's default. If Sublandlord applies any part of the Security Deposit, Subtenant, immediately after notice from Sublandlord, shall deposit with Sublandlord the amount so applied so that Sublandlord shall have the full Security Deposit available at all times during the Term. The Security Deposit shall not be construed as liquidated damages, and Subtenant shall remain liable for any of Sublandlord's claims hereunder which exceed the Security Deposit. If Subtenant complies with all the terms, covenants and conditions of this Sublease, Sublandlord shall return any unapplied portion of the Security Deposit to Subtenant within 120 days after the latest of the following to occur: (a) Sublandlord receives payment of all Rent due from Subtenant; (b) the Expiration Date; or (c) the date Subtenant surrenders the Premises to Sublandlord in compliance with Section 22. Subtenant understands, warrants, and confirms, that the Subtenant cannot elect to use, nor will Subtenant request Sublandlord use the Security Deposit to offset any amount of Rent. The Security Deposit shall be utilized only in Landlord's Sole and absolute discretion.

Section 4. [Reserved for Future Use]

Subtenant Initials: [Redacted]

Sublease Ver. D

POSH STUDIO SALON SUBLEASE

THIS POSH STUDIO SALON SUBLEASE (this "Sublease") is dated and entered into by and between Sublandlord and Subtenant as of 08 / 21 / 2025

WITNESSETH:

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant and agree as follows:

Definitions:

"**Adjustment Date**" means the first day of the Sublease Year

"**Building**" means the buildings located within the Shopping Center.

"**Effective Date**" means the date of this Sublease, which date will be deemed to refer to the last date in point of time on which all parties hereto have executed this Sublease.

"**Exterior Common Areas**" means the lobbies; elevators, if any; common restrooms; laundry rooms and laundry equipment; break rooms; common hallways; entrances of the Building; and any other enclosed areas outside the Premises and determined by Sublandlord; all access opening and roadways outside the Building and within the exterior boundary line of the Shopping Center; the parking areas serving the Building and Shopping Center; shipping and receiving areas for the Building; landscaped areas; and any other areas that is not exclusively leased to a single individual.

"**Sublease Year**" means, as to the first Sublease Year, the 365 day period beginning on the Commencement Date (366 day period if February 29 falls within such Sublease Year), provided, however, if the Commencement Date is a day other than the first of a calendar month, then the first Sublease Year will instead be measured from the first day of the calendar month immediately following the calendar month within which the Commencement Date falls. Thereafter, each succeeding Sublease Year will be the 365 day period (366 day if February 29 falls within such period) immediately following the end of the prior Sublease Year.

"**Shopping Center**", or "**Property**" means all parcels of land on which the Building and all other buildings within the Shopping Center are constructed, all improvements situated thereon including the Building, and the Exterior Common Areas.

"**Subtenant Related Party**", "**Subtenant Party**" or "**Subtenant Related Parties**" means Subtenant, any affiliate, employee, contractor, officer, director, member, manager, licensee, invitee, guest, agent, subcontractor, or customer of Subtenant, or any individual or entity who enters, or intends to enter, either the Property, the Building, the Shopping Center, the Interior Common Areas, the Exterior Common Areas (generally the Common Areas), or the Premises, due to Subtenant's presence in the Shopping Center.

"**Term**", "**term**", or "**rental term**" means the primary term of this Sublease. If the term of this Sublease has been extended pursuant to an option granted to an option granted to you under this Sublease to extend the term or pursuant to any amendment to this Sublease extending the term, then such term will be included as part of the term.

"**Utility Service**" means electricity, power, gas, water, sewer, oil, telephone, internet, and other public or private utility, or communication services, all sprinkler systems and protective systems, and all other assessments or charges of a similar nature, whether public or private, at any time rendered to or in connection with the Shopping Center or Premises.

Section 1. Premises and Term.

Subject to the terms, covenants and conditions contained in this Sublease, Sublandlord hereby subleases to Subtenant and Subtenant hereby hires from Sublandlord the Premises hereinafter referred to as (the "Subleased Premises" "Demised Premises" or "Premises").

The Subleased Premises shall extend to the interior face of the exterior walls of the specifically identified Suite identified in Section A(11), but reserving and excepting to Sublandlord the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines and wires through hung ceiling space, column space, partitions, walls, in or beneath the floor slab or above or below the Subleased Premises or other parts of the Property, provided, however, interruptions of any service, utilities, or access to the Premises will not be deemed an eviction or disturbance of your use and possession of the Premises, or render Sublandlord liable for damages by abatement or offset of Rent or relieve you from performance of your obligations under this Sublease unless such interruptions are directly attributable to the intentional acts of Sublandlord.

The Premises are accepted by Subtenant in "as is" condition and configuration without any representations or warranties by Sublandlord.

Subtenant Initials: [Redacted]

Sublease Ver. D

Section 5. Operation of Business.

Subtenant understands, agrees, and warrants that it is solely responsible for any and all business licenses or any other licenses, as well as all applicable fees, necessary for Subtenant to operate its business in the Premises. Subtenant shall promptly apply for a business license with the appropriate authority prior to the Commencement Date. Subtenant understands, agrees and confirms that Sublandlord is not responsible for any shutdowns or other restrictions put in place by local authorities due to a subtenant's failure to secure necessary licenses or permits. Sublandlord is not responsible for any governmental shutdowns, failed inspections, or for city's refusal to issue a license or permit to Subtenant. Subtenant shall continuously and diligently operate its business in the Premises during the Hours of Operation (and no other hours without Sublandlord's prior written consent) under its Trade Name or Legal Name for the Permitted Use and for no other purpose. Subtenant shall not do anything in connection with Subtenant's business or advertising which, in Sublandlord's sole judgment, would reflect unfavorably on Sublandlord or the Shopping Center or violate any restrictive covenant or agreement contained in any other lease, sublease, or agreement affecting Sublandlord or the Shopping Center, or use or permit the use of any portion of the Premises for any immoral or objectionable purposes or for any activity which is not considered appropriate for similar shopping centers conducted in accordance with generally accepted standards of operation.

You may not create nor permit any odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other subtenant or tenants of the Shopping Center, Common Areas, or Building, or which would unreasonably interfere with any other use or permit any use which would adversely affect the reputation of the Property. Subtenant knowingly and voluntarily understands and warrants that Subtenant shall never have more than 2 persons within the Premises at any given time. Subtenant understands and confirms that this is a vital and material provision of the Sublease and is intended to induce Sublandlord into executing the Sublease. Notwithstanding anything in the Sublease to the contrary, if Subtenant violates this section of the Sublease, Sublandlord may terminate this Sublease, upon 5 days written notice. If Subtenant fails to vacate in the aforementioned five (5) day period, or fails to complete repairs to surrender the Premises in an acceptable condition, following a mutually agreed upon walkthrough date, Subtenant understands and confirms it shall be deemed to be in unlawful possession of the Premises and consents to judgement and the entry of an order in favor of Sublandlord, as Plaintiff, granting Sublandlord possession of the Premises as well as any and all reasonable legal fees, damages, and all Court costs incurred in regaining possession of the Premises.

Subtenant shall not use or occupy or permit any party of the Property to be used or occupied, nor do or permit anything to be done in or on the Premises or Property, or any part thereof, in a manner that would in any way violate any certificate of occupancy affecting the Shopping Center, or make void or voidable any insurance then in force with respect thereto, or that may make it impossible to obtain fire or other insurance thereon required to be furnished hereunder by Subtenant, or that will cause or be likely to cause structural injury to any part or improvement to the Shopping Center, or that will constitute a public or private nuisance or waste.

At all times during the Term, Subtenant shall display conspicuously at the Premises, such indications and/or signs that shall be sufficient to give notice to any person or party as to the actual possession or occupancy of the Premises by Subtenant. Nothing in this Sublease contained and no action or inaction by Sublandlord shall be deemed or construed to mean that Sublandlord has granted to Subtenant any right, power, or permission to do any act or to make any agreement that may create, give use to, or be the foundation for, any right, title, interest, lien, charge, or other encumbrance upon the estate of Sublandlord in any part of the Shopping Center.

Subtenant shall also, at its expense, keep the Premises clean and in good order to the reasonable satisfaction of Sublandlord.

Section 6. Utilities and Services.

Sublandlord shall deliver the Premises with reasonable heating, air conditioning, water, and ventilation. Landlord shall also deliver the Premises with working electricity, without representation and specifically disclaiming representations and warranties including **disclaiming the warranty of fitness for a particular purpose**. Otherwise, the Premises shall be delivered in its current as-is condition. Any additional Utility Service, installed by Sublandlord, whether to provide additional heating, cooling, electrical, water service, or other Utility Service to the Subtenant, shall be completed by Sublandlord or third party, at Subtenant's sole expense, to reimburse Sublandlord for costs incurred. The cost of the installation for additional Utility Service shall be billed to Subtenant immediately after completion of the work and shall be due by Subtenant to Sublandlord within 5 days thereafter. Subtenant shall be solely responsible for the removal of garbage from its unit, where such garbage must be immediately placed in a receptacle of Sublandlord's choosing. Subtenant warrants to remove trash immediately upon production, where garbage shall not remain in the Premises or Common Areas for more than 24 hours.

Subtenant warrants it shall not use more than 15Amps of electrical power at any given time so as not to trip any circuit breakers, draw or create excessive electric usage, or cause disruptions in power. Subtenant voluntarily and knowingly understands and agrees not to utilize more than 15A of electrical power at any given time, and has not relied on any representations, warranties, or otherwise and confirms that Sublandlord has alerted Subtenant that violating this section will result in a Default of Sublease. Subtenant shall not operate, or keep within the Premises, at any one time, more than one hair dryer or straightening iron, or any other electrical device with a similar or greater electrical draw. Notwithstanding anything in this Sublease to the contrary, Sublandlord shall not be liable for any failure to assure the beneficial use of the Premises or to furnish any services or utilities to the Common Areas or Premises when such failure is caused by an instance of Force

Subtenant Initials: 

Sublease Ver. D

access, repair, or view the Premises; to perform required emergency repairs (water or sprinkler pipe breakage); or to otherwise access the Premises. Any action taken by Sublandlord pursuant to this Section shall not create any liability on the part of Sublandlord for any interference with Subtenant's business arising from any repairs, maintenance, alterations, or access to the Premises, the Common Areas or the Shopping Center or the fixtures, appurtenances or equipment therein. Subtenant specifically and intentionally waives and disclaims any claims, arguments, allegations, or complaints against Sublandlord related to the actions taken by Sublandlord pursuant to this Section, including but not limited to claims of trespass, constructive eviction, breach of the covenant of quiet enjoyment or otherwise. Subtenant shall not bring in any furniture, fixtures and/or appliances into their Suite without prior written approval by the Sublandlord. If permitted, appliances, such as refrigerators and microwaves shall be either white, black or stainless steel.

(I) Subtenant Licenses

Subtenant shall possess and legally maintain at all times during its occupancy of the Premises all licensing requirements to own and operate a business, including a cosmetology, beauty, or health-related business (as applicable) in the State of Illinois. Subtenant bears full responsibility of knowledge and education of said licensing requirements.

(C) (I) Subtenant shall not make any alterations, additions or improvements, including but not limited to painting the Premises, bringing furniture into the Premises, or altering, in any manner whatsoever, any portion of the Premises, Shopping Center or the Common Areas without Sublandlord's prior written approval ("Alterations"). Subtenant shall keep the Premises, Common Areas and the Shopping Center free from any liens arising out of any work performed on behalf of Subtenant.

Section 9. Assignment and Subletting

(A) Subtenant shall not assign or otherwise transfer this Sublease without Sublandlord approval. In no event shall Subtenant be released from its obligations hereunder as a result of any assignment or subletting.

Section 10. Indemnification and Compliance with Laws

(A) Sublandlord, its affiliates, shareholders, members, managers, director, officers, agents, employees, representatives and contractors shall not be liable for any claims with respect to (a) any death or injury suffered by Subtenant, a Subtenant Party, or any other person, from any cause whatsoever, other than as a result of Sublandlord's gross negligence or intentional misconduct; or, (b) any loss or damage or injury to any property within the Shopping Center, Common Areas, or within the Premises which may belong or be attributed to Subtenant, any Subtenant Party, or any other person. In addition, Sublandlord, its affiliates, shareholders, members, managers, director, officers, agents, employees, and contractors, shall not be liable for any loss or damage for which Subtenant is required to insure, nor for any loss or damage resulting from any construction, alterations or repair required or permitted to be performed by Subtenant hereunder and Subtenant hereby irrevocably and unconditionally releases all claims for, and indemnifies Sublandlord against, damage to person(s) or property sustained by Subtenant or any person claiming by, through, or under Subtenant resulting from a fire, accident, occurrence, incident, or condition in or upon the Premises, the Shopping Center, or the Building(s) of which it shall be a part, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railing or walks, (ii) any equipment or appurtenance becoming out of repair, (iii) the bursting, leaking or running of any tank, washstand, injury closet, waste pipe, sprinkler head or pipe, drain or any other pipe or tank in, upon or about such building or the Demised Premises, (iv) the backup of any sewer pipe or downspouts, (v) the escape of steam or hot water, (vi) water being upon or coming through the roof or any other place upon or near such building or Premises or otherwise, (vii) the falling of any fixtures, plaster or stucco, (viii) broken glass and (ix) any act or omission of Subtenant, a Subtenant Party, Assignees, Sublessees, co-Subtenants or other occupants of said Building or adjoining or contiguous property or buildings, unless said damage is the direct result of an act of gross negligence or willful misconduct on the part of Sublandlord, Sublandlord's agents, employees or contractors.

Sublandlord, its affiliates, shareholders, members, managers, director, officers, agents, employees, and contractors, shall not be responsible nor deemed negligent and shall not be liable for damages caused to Subtenant, nor a Subtenant Party, and Subtenant hereby releases and waives claims against Sublandlord, which may arise as a result of Sublandlord's failure to install, or Sublandlord's improper installation of, utilities, equipment, or any preventative equipment.

(B) Furthermore, Subtenant shall defend, indemnify and hold Sublandlord, its affiliates, shareholders, members, managers, director, officers, agents, employees, and contractors, (collectively, the "Indemnitees") harmless from and against any and all demands, causes of action, judgments, costs, expenses, losses, damages, claims, or liability for any damage to any property or injury, illness or death of any person (a) occurring in the Premises at any time from any cause whatsoever; (b) occurring in the Shopping Center other than the Premises, when such damage, injury, illness or death shall be caused in whole or in part, by any act or omission or willful or criminal misconduct of Subtenant or any Subtenant Party; (c) arising out of or in any way related to claims for labor performed or materials furnished to Subtenant or a Subtenant Party, or the performance of any work done by or for the account of Subtenant, whether or not Subtenant obtained Sublandlord's permission to have such work done, labor performed or materials furnished; or (d) arising out of or in any way related to any breach of a

Subtenant Initials: [Redacted]

Sublease Ver. D

Majour, overuse or misuse of utilities (including but not limited to, gas, electric or water, lowering the Set-To temperature of the Air conditioning system below Seventy (70) degrees, or raising the Set-To temperature of the heating components of the HVAC system above Seventy Five (75) degrees for prolonged periods of time without Sublandlord's consent, other misuse of the HVAC or other services or utilities as may be determined in Sublandlord's reasonable discretion), or from any conduct, instance or occurrence arising out of any situation not caused solely and directly by Sublandlord.

Section 7. Common Areas and Signage

(A) The Common Areas shall generally refer to all areas and facilities outside the Premises and within or without the exterior boundaries of the Shopping Center that are designated by Sublandlord for the use of Sublandlord, Subtenant, other Subtenants of Posh Salon Suites and their respective agents, contractors, employees, representatives and invitees. Sublandlord shall use reasonable efforts to complete all construction, maintenance and repairs as expeditiously as reasonably possible and shall use reasonable efforts to minimize interference with the conduct of Subtenant's business. Sublandlord shall not be liable for any failure to provide access to the Premises, to assure the beneficial use of the Premises or to furnish any services or utilities to the Common Areas or Premises when such failure is caused by an instance of Force Majeure, overuse of utilities (including electric service or water) of other subtenants, or the making of repairs, alterations or improvements (including but not limited to those necessary to comply with law) to the Premises or the Shopping Center, nor when such failure is due to an event outside of Sublandlord's direct control. Subtenant shall not have any right to any claim of damages (including any reduction in Rent), constructive or actual eviction or breach of any covenant contained herein in respect of any exercise of Sublandlord's rights under this Sublease.

(B) Subtenant shall not be allowed to install signage upon the Premises or Common Areas unless otherwise agreed in writing. Upon Sublandlord's request, Subtenant shall, within 24 hours of notice from Landlord, remove any sign, awning or advertising material, and repair the damage, if any, caused by said removal. If Subtenant fails to comply with the provisions set forth in this paragraph, Sublandlord may, without liability, remove the same at Subtenant's expense. Any existing signage installed by Sublandlord, utilized by Subtenant, shall remain Sublandlord's property unless deemed otherwise by Sublandlord.

Section 8. Condition of Premises; Repairs and Alterations; Entry by Sublandlord

The taking of possession of the Premises by Subtenant shall constitute Subtenant's acknowledgment that the Premises are in satisfactory condition and were delivered in their current as is condition.

(A) Subtenant shall, at its expense, take good care of the Premises and make all repairs and replacements to the interior of the Premises. Subtenant agrees to at all times keep and maintain their Salon Suite in a clean and professional condition and to properly place any waste or garbage in areas and containers designated by Sublandlord. Failure to properly store trash shall result in a fine to Subtenant of \$50 per occurrence. Subtenant shall replace, at its expense, any damaged glass and exterior window treatments, interior walls, sinks, cabinets, mirrors, furniture, doors, locks, door closing devices, and glass in doors, to building standard condition. Sublandlord's sole obligation shall be to keep the foundation, the exterior walls, and roof of the Premises in good repair, except that, upon demand, Subtenant shall reimburse Sublandlord for the cost of any repairs necessitated by the acts or negligence of Subtenant or a Subtenant Party or any assignees, sublessees or occupants of the Premises, or by the use or occupancy of the Premises by Subtenant or any Subtenant Party. Sublandlord shall not be liable for any interference with Subtenant's business arising from any repairs, maintenance or alteration to the Premises, the Common Areas or the Shopping Center or the fixtures, appurtenances or equipment therein or the acts of any other Subtenant in the Shopping Center, or its agents, employees, licensees or invitees, unless caused exclusively by the grossly negligent or intentionally malicious misconduct of Sublandlord. Subtenant shall give Sublandlord prior written notice, pursuant to Section 18, for the necessity for any repairs in the Premises and shall not proceed to perform the same until Sublandlord has consented thereto. Sublandlord may enter the Premises at any time in an emergency or at all reasonable times for any purposes permitted hereunder, including, without limitation, showing the Premises to prospective purchasers, Subtenants or lenders and posting notices of non-responsibility.

(B) Furthermore, Subtenant voluntarily and with full knowledge of the implications created hereunder consents to, and hereby permits and grants to Sublandlord the authority to enter the Premises, or to instruct Sublandlord's property managers, contractors, subcontractors, laborers, cleaners, or other individuals or entities engaged to assist in the management of the Property to access the Premises, at all reasonable times, to take necessary measures to maintain, clean, inspect, advertise, take photographs of, prepare, repair, verify the condition of, or otherwise manage the Premises, Building, Shopping Center, or any relevant aspect of the Shopping Center, including but not limited to the Utility Services, lighting, plumbing, flooring, ceiling, or otherwise. Subtenant voluntarily and with full knowledge of the implications created hereunder understands that this permission and consent is irrevocable and is necessary for Sublandlord to conduct its business and the authority Subtenant grants Sublandlord herein includes the authority and right to take such actions, as Sublandlord may deem reasonably necessary to maintain, clean, inspect, advertise, take photographs of, prepare, repair, verify the condition of, or otherwise manage, sublease, or mitigate damages which may occur to the Premises, Building, Shopping Center. This authority grants Sublandlord and Sublandlord's property managers, contractors, subcontractors, laborers, and cleaners involved in the management of the Premises the right to take such actions which may include, but is in no way limited to, remove Subtenant's signage to make necessary repairs; remove Subtenant's furniture and personal property, from the Premises, to another location within the Building, to better

Subtenant Initials: [Redacted]

Sublease Ver. D

of payment, whether or not demand is made therefor, at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum legal interest rate allowed by the state in which the Shopping Center is located.

Section 15. Measure of Damages.

If the Sublease ends pursuant to Sections 13 and 14 or any summary proceeding or any other action or if Sublandlord re-enters the Premises as provided in Section 14, or pursuant to any summary proceeding or any other action, then, in any of said events, Sublandlord's damages may be measured by any one or more of the following:

- (1) Subtenant shall pay Sublandlord all Rent payable under this Sublease to the Expiration Date or to the date of Sublandlord's re-entry upon the Premises, as the case may be. For purposes of computing unpaid Rent which would have accrued and become payable under this Sublease, unpaid Rent shall consist of the sum of: (1) the total Monthly Base Rent and Additional/CPI Charges for the balance of the Term; plus (2) Additional Rent accruing for the balance of the Term.
- (2) Subtenant also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (the "Deficiency") between the Rent for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected in respect of any reletting effected pursuant to the provisions of Section 14 for such period, together with all of Sublandlord's expenses in connection with the termination of this Sublease, with Sublandlord's re-entry upon the Premises and with such reletting, as and when such expenses are incurred. Subtenant shall pay such Deficiency in monthly installments on the days specified in this Sublease for payment of Minimum Monthly Base Rent. Sublandlord may recover from Subtenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and
- (3) Sublandlord and Subtenant agree, because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default, and after negotiation and consideration, an amount equal to the Monthly Base Rent under this Lease, multiplied by Twelve, is a mutually acceptable amount to be deemed liquidated damages for Rent accumulating for the unexpired portion of the Sublease in case a default by Subtenant. In addition to liquidated damages, Subtenant agrees to pay Sublandlord's legal fees incurred commencing upon the date Subtenant was provided a notice of default. The amount determined under this Section is not a penalty and was agreed upon by Subtenant and Sublandlord as an accurate representation of the parties' understanding under this Sublease.
- (4) Subtenant shall pay to Sublandlord any additional damages Sublandlord incurs pursuant to this Sublease, including but not limited to those amounts due under Section 16, Section 17, or otherwise contained herein.

Section 16. Sublandlord's Contractual Security Interest

In addition to the statutory Sublandlord's lien, Sublandlord shall have at all times a valid security interest to secure payment of all rentals and other sums of money becoming due hereunder from Subtenant, and to secure payment of any damages or loss which Sublandlord may suffer by reason of the breach by Subtenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Subtenant presently, or which may hereafter be, situated on the Demised Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Sublandlord until all arrearages in rent as well as any and all other sums of money then due to Sublandlord or to become due to Sublandlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Subtenant. Upon the occurrence of an event of default by Subtenant, Sublandlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Subtenant situated on the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Subtenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Sublandlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Subtenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Sublease at least five (5) days before the time of sale. Any sale made pursuant to the provisions of this Section shall be deemed to be a public sale conducted in a commercially reasonable manner if held in the Demised Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Subtenant or as otherwise required by law; Subtenant shall pay any deficiencies forthwith. Subtenant hereby agrees that a carbon, photographic or other reproduction of this Sublease shall be sufficient to constitute a financing statement. Subtenant nevertheless agrees that upon request by Sublandlord, Subtenant will execute and deliver to Sublandlord a financing statement in form sufficient to perfect the security interest of Sublandlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statutes) in force in the state in which the property is located, as well as any other state the laws of which Sublandlord may at any time consider to be

Subtenant Initials: [Redacted] ID: 1d10ed824bea8fb09d0b538ac81d95dc56fdce9

Sublease Ver. D

property and place Subtenant's property in a separate location, at Subtenant's sole cost, so Sublandlord may market the Premises for Sublease. If Sublandlord secures a replacement subtenant, Sublandlord shall provide Subtenant with notice of the replacement subtenant and Subtenant's right of possession under this Sublease shall immediately terminate without further action. Subtenant waives all claims and allegations of damage or disruption which may be caused or may occur during Sublandlord's mitigation of damages; or

(12) by violating, breaching, or failing to abide by any other term of this Sublease.

Section 14. Sublandlord's Remedies.

(A) Upon the occurrence of an Event of Default, Sublandlord may pursue any one or more of the following remedies without notice or demand whatsoever, in addition to, or in lieu of, any remedies available to Landlord under the laws of the state in which the Shopping Center is located:

- (1) Sublandlord may give Subtenant written notice of its election to terminate this Sublease, whereupon Subtenant's right to possession of the Premises shall cease on the day specified therein, and this Sublease, except as to Subtenant's liability determined in accordance with Section 15, shall be terminated.
- (2) In the case of a default under Section 13(11), where Subtenant failed to resume occupancy of the Premises and failed to continuously operate as required by this Sublease, during the Minimum Hours of Operation, Sublandlord may act upon Subtenant's authority pursuant to Subtenant's consent and mitigate Sublandlord's damages by entering or accessing the Premises to market the Premises for sublease with a replacement subtenant. **Subtenant affirmatively acknowledges, consents to, understands and voluntarily agrees to provide Sublandlord with the authority to remove Subtenant's property, and place Subtenant's property in a separate location, at Subtenant's sole cost, so Sublandlord may market the Premises for Sublease.** If Sublandlord secures a replacement subtenant, Sublandlord shall provide Subtenant with notice of the replacement subtenant and Subtenant's right of possession under this Sublease shall immediately terminate without further action as of the effective date of the replacement subtenant's sublease. Subtenant waives all claims and allegations of damage or disruption which may be caused or may occur during Sublandlord's mitigation of damages.
- (3) Sublandlord and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force, locking the Premises, or otherwise (so long as Sublandlord does not breach the peace) and may repossess same as Sublandlord's former estate and expel Subtenant and may remove its effects without being deemed guilty in any manner of trespass, conversion, breach of quiet enjoyment, and without prejudice to any remedies for arrears of rent or Subtenant's breach of covenants or conditions provided Sublandlord does not cause a breach of the peace. **Notwithstanding the foregoing or anything herein to the contrary, Subtenant consents to forfeit possession of the Premises and otherwise agrees that if Subtenant defaults in its performance under this Sublease, and fails to cure the default prior to the expiration of the cure period, or if Subtenant abandons the Premises, Sublandlord may reenter the Premises, and/or lock the Premises, and reenter at a later date, without the need of legal action or Court order, or may recapture possession of the Premises, so long as it does not breach the peace, in order to mitigate its damages.** If Sublandlord elects to recapture the Premises, it may take possession of the Premises and all items within the Premises, giving Subtenant the opportunity to recover its personal possessions, but not the Premises. Subtenant hereby waives any claims, offsets, or defenses regarding the recapture of the Premises.

If Sublandlord elects to re-enter as provided hereinabove, or if Sublandlord takes possession pursuant to legal proceedings or otherwise, Sublandlord shall use reasonable efforts to mitigate its damages if Sublandlord takes possession of the Premises in any manner after a default by Subtenant. Sublandlord may, without terminating this Sublease, relet the Premises or any part thereof in Sublandlord's or Subtenant's name, but for Subtenant's account (subject to Section 14), for such terms and on such conditions as Sublandlord, in its sole discretion, may determine, and Sublandlord may collect and receive the rents therefor without affecting Subtenant's liability hereunder. Sublandlord shall have no obligation to relet the Premises and shall not be liable for failure to relet the Premises, or upon any such reletting, for failure to collect any rent due upon such reletting, and no such failure shall affect Subtenant's liability under this Sublease. Sublandlord's re-entry or repossession of the Premises shall not be construed as a termination of the Sublease unless a written notice of such intent is given to Subtenant. Sublandlord reserves the right following any such re-entry and/or reletting to exercise its right to terminate this Sublease by giving Subtenant written notice thereof.

(B) In the event that Subtenant has breached this Sublease, this Sublease shall continue in effect so long as Sublandlord does not terminate Subtenant's right to possession, and Sublandlord may enforce its rights and remedies hereunder, including the right to recover Rent as it becomes due under this Sublease. If Subtenant fails to perform any act or make any payment required of Subtenant hereunder (other than Minimum Monthly Rent or CPI Charges), Sublandlord may, without waiving Subtenant's performance of its obligations hereunder, make such payment or perform such act on Subtenant's behalf. All costs incurred in Sublandlord in taking such action shall be deemed Additional Rent and shall be paid to Sublandlord on demand. In addition, all amounts payable hereunder which remain unpaid for five (5) days after their respective due dates shall bear interest from the date that the same became due and payable through and including the date

Subtenant Initials: [Redacted] Doc ID: 1d10ed824bea8fb09d0b538ac81d95dc56fdce9

Sublease Ver. D

Sublandlord's claim. Upon a partial taking which does not result in a termination of this Sublease (5) the Minimum Monthly Base Rent and CPI Charges to be paid thereafter shall be equitably reduced by Sublandlord and (6) Sublandlord shall restore the Premises, but only to the extent of the funds available to Sublandlord from the consideration paid for such taking, and only that structural part of the Premises, which specifically excludes Subtenant's work and personal property. Sublandlord shall not be obligated to replace or restore any improvements or alterations to the Premises made by or on behalf of Subtenant, or any of Subtenant's personal property, furniture, fixtures or equipment.

(B) If the Premises shall be partially damaged by fire or other casualty, Sublandlord shall repair the Premises to the condition existing as of the date Sublandlord originally delivered the Premises to Subtenant, but only to the extent of the net insurance proceeds actually paid to Sublandlord. Notwithstanding the foregoing, if (a) the Premises is rendered wholly untenable due to such fire or casualty, which determination shall be made in Sublandlord's sole, but reasonable discretion, or (b) the Premises is damaged as a result of a risk not covered by Sublandlord's insurance, or (c) the Premises is damaged during the last year of the Term or any renewal term hereof, or (d) the building in which the Premises is located is damaged to the extent of twenty (20%) percent or more of the then monetary value thereof, or (e) if any part of the Shopping Center cannot be operated as an integral unit, then Sublandlord may either repair the damage or cancel this Sublease by notice given within one hundred twenty (120) days after such fire or casualty, in which event this Sublease shall expire as of the date of such notice, and Rent shall cease as of the day Subtenant vacates the Premises. Unless Sublandlord terminates this Sublease, Subtenant shall remain, at its cost, Subtenant's improvements and shall refixture and restock the Premises to a condition at least equal to that existing prior to such casualty.

13. Events of Default. In addition to any other event specified in this Sublease as an event of default, the occurrence of any one or more of the following events during the Term (each, an "Event of Default") shall constitute a breach or default of this Sublease by Subtenant and Sublandlord may exercise the rights set forth in Sections 14 and 15 or as otherwise provided at law or in equity:

- (1) Subtenant fails to pay any sum payable hereunder when due and such sum remains unpaid for five (5) days after notice for the same; or
- (2) Subtenant fails to perform any of the other covenants, terms or conditions of this Sublease (other than a monetary default) and, unless expressly provided elsewhere in this Sublease, Subtenant shall have ten (10) day's notice to cure such default, and if such default shall continue for ten (10) days after written notice from Sublandlord to Subtenant, or, in the case of a default which cannot, with due diligence, be cured within ten (10) days, Subtenant fails to commence to cure the default within such ten (10) day period, and thereafter diligently prosecute such cure to completion, (under no circumstance shall the cure period exceed fifteen (15) days); or
- (3) A mechanic's or any other lien in the amount of Five Hundred Dollars (\$500.00) or more is filed against the Premises, the Common Area or the Shopping Center arising out of any work performed by or on behalf of Subtenant and Subtenant fails to discharge such lien within five (5) days after the filing thereof; or
- (4) Subtenant fails to take possession of and open the Premises for business to the public in the manner required under this Sublease within five (5) days after the Commencement Date; or
- (5) Subtenant fails to continuously operate its business as required herein, or fails to operate under its Trade Name; or
- (6) Subtenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or becomes insolvent within the meaning of the United States Bankruptcy Code, as amended, or files any petition or answer seeking a reorganization or similar relief under any bankruptcy or other applicable law, or seeks or consents to the appointment of a receiver or other custodian for any substantial part of Tenant's properties or any part of the Premises; or
- (7) Subtenant makes a bulk sale of its goods, or moves or threatens to move its goods, chattels and equipment out of the Premises (other than in the normal course of business); or
- (8) Subtenant threatens to withhold Rent, threatens to breach the Sublease, threatens to vacate the Premises, or otherwise threatens a reputation of the Sublease, whereby Sublandlord shall be entitled to adequate assurances, by way of an increased security deposit, or other terms Sublandlord deems reasonably acceptable to ensure Subtenant's performance under the Sublease; or
- (9) Subtenant defaults on any other Subleases or other contractual obligations, whether with Sublandlord or otherwise; or
- (10) Subtenant, if an entity, shall be dissolved, voluntarily or otherwise, or is not in good standing; or
- (11) Subtenant fails, for five (5) consecutive days, to continuously occupy the Premises and operate as required by this Sublease, during the Minimum Hours of Operation. If Subtenant does not resume occupancy of the Premises and operate as required by this Sublease, during the Minimum Hours of Operation, within ten (10) days after written notice, Subtenant will be deemed to have abandoned the Premises and the contents contained within, and Subtenant consents to and grants to Sublandlord the irrevocable authority to enter and access the Premises and mitigate Sublandlord's damages by placing the Premises on the open market for Sublease with a replacement subtenant. Subtenant affirmatively acknowledges, consents to, understands and voluntarily agrees to provide Sublandlord with the authority to remove Subtenant's

Subtenant Initials: [REDACTED]

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Sublease Ver. D

covenant or condition in this Sublease to be performed by Subtenant. The provisions of this Section shall survive the expiration or sooner termination of this Sublease.

(C) Subtenant shall comply with, and shall cause compliance with, the rules and regulations established by Sublandlord for the Property, as amended (the "Rules and Regulations"). In addition, Subtenant, at its expense, shall comply with all laws, orders and regulations and with any related directive with respect to the Premises or the use or occupancy thereof, including, without limitation, any Environmental Law as defined in paragraph (D) below. Sublandlord shall maintain the Interior and Exterior Common Areas in compliance with Title III of the Americans with Disabilities Act of 1990 and all regulations promulgated thereunder (the "ADA"). If alterations to the Common Areas are required in order to comply with the ADA as a result of Subtenant's changes, Alterations within the Premises or Subtenant's use of the Premises, the cost thereof shall be paid by Subtenant within twenty (20) days after demand by Sublandlord. Subtenant shall maintain the Premises in compliance with the ADA at its cost and expense.

(D) "Environmental Law" shall mean any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating in any way to the environment, health, safety or any substances, materials or wastes regulated by any governmental authority ("Hazardous Materials"). Subtenant shall provide Sublandlord with copies of all communications regarding the Premises from any governmental agency relating to any Environmental Law or any person with respect to any claim relating to any Environmental Law (each, an "Environmental Claim"). Subtenant shall defend, indemnify and hold harmless the Indemnitees from and against all obligations, losses, claims, suits, judgments, liabilities, penalties, damages, costs and expenses (including attorneys' fees and expenses) of any kind or nature whatsoever that may be incurred by, or asserted against, such Indemnitees resulting from (a) the actual or alleged presence of Hazardous Materials on the Premises or in the Shopping Center which is caused or permitted by Subtenant and (b) any Environmental Claim relating to Subtenant's operation or use of the Premises or the Shopping Center. The provisions of this paragraph (D) shall survive the expiration or sooner termination of this Sublease.

Section II. Insurance Requirements.

Subtenant shall maintain throughout the Term, at its expense, commercial general liability insurance providing coverage for bodily injury (including death), property damage and products liability insurance (where such exposure exists) containing a broad form contractual liability endorsement insuring Subtenant's obligations under Section 10 with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for all occurrences within each policy year, or such greater amounts as Sublandlord may reasonably require. Subtenant shall also procure (i) insurance covering Subtenant's personal property, fixtures, equipment and improvements equal to the replacement value of the same and containing the waiver of subrogation required in this Section, (ii) state worker's compensation insurance in statutorily mandated limits and employers liability insurance with limits of at least One Hundred Thousand Dollars (\$100,000), (iii) business interruption insurance with coverage for at least one (1) year and (iv) such other insurance as Sublandlord may reasonably require. The foregoing policies (with the exception of worker's compensation insurance to the extent not available under statutory law) shall name Sublandlord and any party designated by Sublandlord as an additional insured as their respective interests may appear, and, except for worker's compensation, shall provide that any loss shall be payable to Sublandlord and any additional insured parties as their respective interests may appear. All insurance shall be placed with companies which are rated A:XI or better by Best's Insurance Guide and licensed to do business in the state of Illinois and written as primary policies with annual deductibles not to exceed Five Thousand Dollars (\$5,000) and with any other policies serving as excess coverage. Subtenant shall deliver original certificates of all such policies prior to the Commencement Date and each anniversary date thereafter, which shall provide that no cancellation or non-renewal of such policies shall be effective without thirty (30) days prior written notice from the insurer to Sublandlord. Subtenant shall, in their respective insurance policies, obtain a waiver of subrogation or consent to a waiver of right of recovery against Sublandlord, and hereby agrees that it will not make any claim against or seek to recover from Sublandlord or Sublandlord's insurance for any loss or damage covered by such fire and extended coverage insurance. Sublandlord shall not carry insurance on Subtenant's alteration, if any, or other Subtenant improvements within the Premises, or Subtenant's fixtures, furnishings, equipment or other property or business interruption insurance. Subtenant shall not do any act in the Premises or store anything therein which will adversely affect any insurance policies covering the Shopping Center and Subtenant shall promptly reimburse Sublandlord for all increases in Sublandlord's fire insurance premiums attributable to such acts or omissions.

Section II. Eminent Domain and Casualty.

(A) If all or any part of the Premises shall be taken by any public authority pursuant to the exercise of the power of eminent domain, this Sublease shall terminate as to the part so taken as of the date of taking. Upon a partial taking, either Sublandlord or Subtenant may terminate this Sublease as to the balance of the Premises by written notice to the other within thirty (30) days after the date of such taking, provided, however, that Subtenant may only exercise its right to terminate if the portion of the Premises taken is, in Sublandlord's judgment, reasonably exercised, of such extent and nature as to substantially impair Subtenant's use of the balance of the Premises. If, in Sublandlord's opinion, a material part of the Shopping Center is taken or if substantial reconstruction of the Shopping Center is necessary as a result of such taking, Sublandlord may terminate this Sublease by written notice to Subtenant within thirty (30) days after the date of taking. Upon any taking, Sublandlord shall be entitled to any resulting damages, awards or any interest therein, and Subtenant shall have no claim against Sublandlord for the value of any unexpired term of this Sublease or otherwise. Subtenant may independently claim for the value of Subtenant's Initial Alteration, if any, and its furniture, fixtures and equipment or moving expenses, provided that such claim shall not diminish

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Sublease Ver. D

In addition to the requirements outlined herein, Subtenant must provide Notice to Sublandlord of the requested Revised Expiration Date, which must be received by Sublandlord no later than the last business day of the calendar month which immediately precedes the month which contains the Revised Expiration Date. The requested Revised Expiration Date must be the last day of a calendar month.

Notwithstanding anything herein to the contrary, under no circumstance shall the Revised Expiration Date be less than 29 calendar days from the date Sublandlord receives Notice from Subtenant.

Notwithstanding anything herein to the contrary, this provision does NOT grant Subtenant the ability to unilaterally terminate the Sublease, at will, nor on any date it chooses, nor prior to the originally agreed upon Expiration Date, nor does it absolve or reduce Subtenant's obligations, duties, or responsibilities outlined in this Sublease.

If the proposed Revised Expiration Date in Subtenant's notice to Sublandlord is for a date that is earlier than the originally agreed upon Expiration Date contained in Section A, or if the proposed Revised Expiration Date does not meet the requirements contained herein, then the Notice shall be void and the original Expiration Date in Section A shall stand, unless sooner terminated by Sublandlord under the terms of this Sublease. The sole and limited purpose of this Section is to provide Subtenant and Sublandlord the understanding and procedure required to set a Revised Expiration Date for a Month-to-Month Sublease or Holdover Tenancy.¹

Section 19. Force Majeure.

Any obligation of Sublandlord or Subtenant which is delayed or not performed due to acts of God, strike, riot, shortages of labor or materials, war, acts of terrorism, governmental laws or action, or lack thereof, inaction by any governmental authority with respect to the issuance of any licenses or permits necessary to perform an act of Sublandlord hereunder or any other causes of any kind whatsoever which are beyond Sublandlord's reasonable control (each, a "Force Majeure"), shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance.

Section 20. No Setoff.

All agreements, covenants and activities to be performed by Subtenant hereunder shall be at Subtenant's expense and without any abatement of Rent. Subtenant shall not be entitled to any setoff, offset or abatement of any Rent due Sublandlord hereunder if Sublandlord fails to perform its obligations hereunder. In no event shall Sublandlord, any holder of a Mortgage and/or lessor under an underlying Sublease be responsible for any consequential damages incurred by Subtenant resulting from a default by Sublandlord.

Section 21. Limitation of Sublandlord Liability.

(A) The term "Sublandlord" as used herein shall mean only Universal Asset Management, Inc., which is a Tenant in the Shopping Center. Upon the occurrence of any of the following, Sublandlord may provide Subtenant with notice of termination of sublease, upon which time, Subtenant shall have ten (10) days to vacate the Premises; 1) In the event the Shopping Center is sold to a third party; 2) in the event a rezoning request is granted; 3) in the event a relocation of the Premises is required by Sublandlord; or 4) Sublandlord receives notice that it is in violation of an exclusive use provision, violation of a covenant, restriction, ordinance, or other restriction.

Upon a transfer of title to or lease of the Shopping Center, the transferor shall be relieved of all covenants and obligations of Sublandlord hereunder and Subtenant shall look solely to the successor or interest of the transferor as Sublandlord hereunder. Subtenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

¹ (For clarification/example purposes only, if Subtenant's Commencement Date is June 15, 2023, and the original Expiration Date was July 31, 2023, but the subtenant remained in possession after July 31, 2023, then subtenant is deemed to have entered either a: (1) month to month Tenancy, if subtenant remains in possession of the Premises with Sublandlord's written consent, or (2) holdover, if subtenant remains in possession of the Premises without Sublandlord's consent. However, if Subtenant wishes to vacate and surrender the Premises to Sublandlord, then Subtenant must provide written Notice to Sublandlord, pursuant to Section 18, indicating its intent to set a Revised Expiration Date and surrender the Premises. IE: Following the example above, if Subtenant's notice to Sublandlord is received by Landlord on a date between August 1, 2023, and August 31, 2023, then the newly fixed Expiration Date must be September 30, 2023, which is the last day of the month, immediately following the month where Sublandlord received Subtenant's notice and accepted the Revised Expiration Date. Furthermore, Subtenant shall still be responsible for Base Rent, Additional Rent, and all other costs, fees, responsibilities, and duties between the date Subtenant provides Notice to Sublandlord, and the Revised Expiration Date.)

Subtenant Initials: [Redacted]

Sublease Ver. D

applicable; moreover, Sublandlord is hereby irrevocably vested with a power of attorney from Subtenant to execute any and all such financing statements on behalf of Subtenant.

Section 17. Holding Over.

1) If Subtenant remains in possession of the Premises after the expiration or other termination of the Term, then, the Sublease shall revert to a periodic tenancy where, at Sublandlord's option, Subtenant shall be deemed to be occupying the Premises as a month-to-month tenant only, at a monthly rental equal to the greater of (i) two hundred percent (200%) the Base Rent that Sublandlord is then charging to new subtenants for space, or (ii) two hundred percent (200%) of the sum of Base Rent payable during the last month of the Term. Subtenant shall also pay all Additional Rent payable under the terms of this Sublease. This periodic Tenancy may only be terminated with proper written notice to Sublandlord pursuant to Section 18 of this Sublease.

2) Subtenant shall defend, indemnify and hold Sublandlord harmless from and against any and all claims, losses and liabilities for damages resulting from failure to surrender possession upon the Expiration Date or sooner termination of the Term, and such obligations shall survive the expiration or sooner termination of this Sublease.

3) At the option of Sublandlord, which may be exercised by Sublandlord in its sole discretion at any point in the month preceding the expiration of the Sublease, expressed in a written notice to Subtenant and not otherwise, such holding over shall constitute a renewal of this Sublease for a period of one (1) year, on the same terms and conditions as are set forth herein, except that the Monthly Rent during said one (1) year shall be equal to one hundred fifty percent (150%) of the sum of the Base Rent in effect immediately prior to such holding over. The provisions of this Sublease shall not be deemed to limit or constitute a waiver of any other rights or remedies of Sublandlord provided herein or at law.

4) No holding over by you, whether with or without consent of Sublandlord, will operate to extend this Sublease except as otherwise expressly provided herein. The preceding provisions of this Section will not be construed as consent for you to hold over. The provisions of this Sublease shall not be deemed to limit or constitute a waiver of any other rights or remedies of Sublandlord provided herein or at law and Sublandlord expressly reserves all rights and remedies afforded under this Sublease or the law.

Section 18. Notices.

Unless Specifically stated to the contrary in this Sublease, all demands, approvals, consents or notices from Sublandlord to Subtenant shall be in writing and delivered either 1) by hand; 2) sent by registered or certified mail with return receipt requested; 3) sent by overnight or same day courier service at the party's respective Notice Addresses) set forth in Section A; or 4) posted to the exterior of the front door to the Premises.

Each Notice shall be deemed to have been received on the earlier to occur of 1) the date the Notice is received; 2) the date a Notice is posted to the front door of the Premises; 3) the date on which delivery is refused; 4) three days after a Notice is delivered to USPS for processing; or 5) one business day after a Notice is provided to FedEx, UPS, or DHL.

All demands, approvals, consents, or Notices from Subtenant to Sublandlord shall be in writing and delivered by registered or certified mail with return receipt requested, or sent by overnight or same day courier service to the following addresses: Atria Universal Asset Management Inc., 1111 N. Plaza Drive, Suite 200, Schaumburg, IL 60173, with a required copy sent to Shorter Law Group, LLC, Atria Kathryn Robinson, Esq. 1111 N. Plaza Drive, Suite 250, Schaumburg, IL 60173. Notice shall be deemed to have been received on the earlier to occur of actual delivery to all required recipients, or the date on which delivery is refused by all required recipients. Subtenant consents and understands that Email shall not be an acceptable method to provide Notice to Sublandlord.

Either party may, at any time, change its Notice Address, other than removing the Premises as a Notice Address, (a post office box address is not a permitted Notice Address) by giving the other party written Notice of the new address. If Subtenant has vacated the Premises (or any other Notice Address) without providing a new Notice Address, Subtenant consents and affirms that it will accept Notice based on any of the original methods indicated herein.

If and when included within the term "Sublandlord", or "Subtenant", as used in this instrument, there is more than one person, firm or corporation, all will jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment. All parties included within the terms "Sublandlord" and "Subtenant" respectively, will be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each has received such notice.

On the condition that this Sublease shall be a month-to-month (deemed a periodic tenancy) sublease, or if Subtenant enters holdover, which is deemed a periodic tenancy, then Subtenant consents, is aware, and otherwise acknowledges that it must provide Sublandlord with a Notice to fix a revised Expiration Date of Sublease to a definite and ascertainable time prior to Surrendering the Premises. This Notice shall follow all requirements and conditions outlined in this Section 18 and otherwise contained in this Sublease.

Subtenant Initials: [Redacted]

Sublease Ver. D

the cessation of Subtenant's representation. The parties negotiated this Sublease and these terms were accepted and consented to by Sublandlord and Subtenant. This provision is not a penalty, nor intended to chill Subtenant's ability to secure representation.

(D) Each individual executing this Sublease on behalf of Subtenant represents and warrants that such individual is duly authorized to execute and deliver this Sublease on behalf of Subtenant.

(E) Subtenant acknowledges that it has not relied on any representations or agreements except those expressed herein, and that this Sublease contains the entire agreement of the parties. No modification of this Sublease shall be binding or valid unless in writing and executed and delivered by both parties, and Subtenant shall not record this Sublease or a memorandum hereof without Sublandlord's prior written consent. Subtenant further acknowledges receipt of the Construction Guidelines and Rules and Regulations and has initialed and delivered the same to Sublandlord concurrently with the execution of this Sublease.

(F) Any remedy or election given pursuant to any provision in this Sublease shall be cumulative with all other remedies at law or in equity unless otherwise specifically provided herein.

(G) This Sublease shall be construed in accordance with the laws of the state in which the Property is located.

(H) Where Subtenant is required by this Sublease to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

(I) If any term or provision of this Sublease shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Sublease shall not be affected thereby, and all other terms and provisions of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

(J) In the event any installment of minimum monthly rent or other charges accruing under this Sublease shall become overdue for more than five (5) days, a "Late Charge" of ten cents (\$0.10) per each dollar so in arrear including prior Late Charge, shall be paid by Subtenant for the purpose of defraying the expense incident to handling such delinquent payment. This late charge shall be in addition to, and shall not preclude Sublandlord from, any other remedy in law or in equity. Subtenant expressly acknowledges and agrees that Subtenant shall be in default of this Sublease if Subtenant shall repeatedly be late in the payment of rent or other charges required to be paid hereunder regardless of whether or not Subtenant shall have timely cured any such payment.

(K) Payment by check shall always be subject to timely collection of the funds represented thereby and, if any check or payment tendered by or on behalf of Subtenant in payment of any sum due under this Sublease is dishonored, disputed, or returned to Sublandlord or Sublandlord's Managing Agent for any reason whatsoever, Subtenant shall pay the sum of One Hundred Dollars (\$100.00) for each such check or payment, to defray expense of handling, processing and bookkeeping. Any such check will not be re-deposited but shall be promptly replaced by Subtenant with another payment which is the direct obligation of a Bank or Savings and Loan Institution (Certified Check, Cashier's Check, ACH, Official Check or Money Order). The amount of such replacement check shall be in the aggregate amount of the payment tendered, plus the late charges thereon, if any, as provided in this Section 23(J), plus the One Hundred Dollar (\$100.00) charge required by this paragraph.

(L) Subtenant's failure to object to any statement, invoice or billing rendered by Sublandlord within a period of thirty (30) days after receipt thereof shall constitute Subtenant's acquiescence with respect thereto and shall render such statement, invoice or billing an account stated between Sublandlord and Subtenant.

Section 24. Jury Trial and Counterclaim Waiver.

Sublandlord and Subtenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or their successors in respect of any matter arising in connection with this Sublease, the relationship of Sublandlord and Subtenant, Subtenant's use or occupancy of the Premises, and/or any claim for injury or damage or any emergency or statutory remedy.

Section 25. Mutual Drafting.

Sublandlord and Subtenant acknowledge and agree that each has read this Sublease, is familiar with the terms contained therein, has had ample opportunity to review, become familiar, or otherwise understand the terms contained within the Sublease. Sublandlord and Subtenant have consulted with an attorney regarding its terms and agree with its terms as though that party had drafted this Sublease itself. The parties agree that although this Sublease was, by necessity, assembled by Sublandlord, this Sublease reflects the terms as agreed to by the parties and that if a term or provision of this Sublease is considered ambiguous or vague, neither party will be considered the drafter and this Sublease shall not be construed against either party. The language in this Sublease shall be interpreted by its plain language, within its four (4) corners.

Section 26. Choice of Law & Venue

Subtenant Initials: [Redacted]

Sublease Ver. D

(B) In no event shall Sublandlord be liable to Subtenant for any failure of other Subtenants in the Shopping Center to operate their businesses, or for any loss or damage that may be caused by the acts or omissions of other Subtenants. Notwithstanding anything to the contrary contained herein, neither Sublandlord, nor any general or limited partner in or of Sublandlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of Sublandlord, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Sublandlord, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Sublease and, if Sublandlord is in breach with respect to its obligations, Subtenant shall look solely to Sublandlord's interest in the Shopping Center for satisfaction of Subtenant's remedies.

Section 22. Surrender of the Premises.

At the Expiration or sooner termination of this Sublease or Subtenant's right of possession, Subtenant shall pay any and all rent due Sublandlord under this Sublease. If Subtenant had any permit issued for alterations or improvements, whether consented to or not by Sublandlord, then you covenant that as of the last day of the term, such permits will be closed. The Parties will arrange to meet for a joint inspection to occur at the Premises no later than 5 (five) business days prior to you vacating the Premises. Sublandlord may require Subtenant, at its expense, to remove any of its personal property, equipment, alterations (pursuant to Section 8(C)(1)), freely movable and unattached personal property, and personal property Subtenant has within the Premises (in a manner that is in compliance with the National Electric Code or other applicable Laws), that, in Sublandlord's reasonable judgment, are of a nature that would require material removal and repair costs (collectively referred to as "Required Removables"). Subtenant shall repair any damage caused by the installation or removal of the Required Removables. Under no circumstance may Subtenant remove plumbing fixtures, lighting fixtures, Sublandlord's Personal Property, or other property existing in the Premises as of the Effective Date without Sublandlord's express written consent. Subtenant shall remove Subtenant's personal property and belongings, and any designated Required Removables from the Premises, prior to the Expiration Date, and quit and surrender the Premises to Sublandlord, in like-new condition, in the same condition as was delivered upon the Commencement Date.

If through no fault of Sublandlord, the parties do not make such joint inspection, then Sublandlord's inspection before or after you vacate the Premises will be conclusively deemed correct for purposes of determining your responsibility for repairs, the Required Removables, and restoration of the Premises.

It is explicitly agreed that Subtenant consents and agrees to, professionally patch, paint or restore the Premises, including but not limited to, the flooring, ceilings, cabinetry, walls (whether painted, treated, or textured), and other parts of the Premises, (including any of Sublandlord's Personal Property, furniture, fixtures or equipment Sublandlord permitted Subtenant to lease during the Term of the Sublease) to their original, new, condition using the original materials, colors, and styles provided by Sublandlord as of the Effective Date. However, if the original materials, styles, and colors are no longer available, Sublandlord shall inform Subtenant, which replacement materials are acceptable to Sublandlord, in Sublandlord's reasonable discretion, so long as the replacement materials, are reasonably similar in appearance to the original Premises. Subtenant shall be responsible for any and all costs and work associated with returning and repairing the Premises so that it is in acceptable condition on or prior to 3:00PM Central Time on the Expiration Date.

If Subtenant fails to remove any of Subtenant's Property, or to make any required repairs as of the Expiration Date or sooner termination, Sublandlord, at Subtenant's sole cost and expense, shall be entitled, at its option, either 1) to remove and store Subtenant's Property, or 2) Sublandlord may deem, and Subtenant agrees, Subtenant has abandoned its property and thereafter transfers all or any part of Subtenant's title to, or interest in, said property to Vest with Sublandlord. Sublandlord shall not be responsible for the value, preservation, damage, or safekeeping of Subtenant's Property under any circumstance. Subtenant shall pay Sublandlord, upon demand, the expenses and storage charges incurred, if any. If Subtenant fails to surrender the Premises as required above or complete any related repairs as of the Expiration Date or sooner termination, Sublandlord may perform such work at Subtenant's sole cost and expense plus twenty (20%) percent for Sublandlord's overhead costs.

Section 23. Miscellaneous.

(A) Sublandlord's failure to exercise its rights with respect to a breach of any term, covenant or condition contained herein shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained herein.

(B) The voluntary or other surrender of possession of the Premises by Subtenant, or a mutual cancellation of this Sublease, shall not result in a merger of Sublandlord's and Subtenant's estates, and shall, at Sublandlord's option, either terminate any existing subleases or subtenancies, or operate as an assignment to Sublandlord of any such subleases or subtenancies.

(C) If Sublandlord brings an action against Subtenant, then Sublandlord may recover court costs and attorneys' fees and disbursements (whether at the administrative, trial or appellate levels) in such amount as the court or administrative body deems reasonable from the Subtenant. Sublandlord shall also be entitled to recover attorneys' fees and disbursements incurred in connection with a Subtenant default hereunder which does not result in the commencement of any action or proceeding. However, Subtenant shall not be entitled to recover attorney's fees from Sublandlord and understands that it shall be responsible for all legal fees it incurs from the point of engagement until

Subtenant Initials: [Redacted]



AMTA Member ID#: [REDACTED]
 Carolyn Ann Shnayder
 481 Winslow Way
 Lake In The Hills, IL 60156-6223

AMTA Member Classification: PROF

Enrolled Member Effective Date: 09/01/2025 - 08/31/2026

Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services.

Administered By:
 Healthcare Providers Service Organization
 Affinity Insurance Services, Inc.
 1100 Virginia Drive, Suite 250
 Fort Washington, PA 19034

Insurance Company:
 Columbia Casualty Company
 A CNA Company

TYPE OF INSURANCE	MASTER POLICY NUMBER	LIMITS (per enrolled member)
Professional Liability Occurrence Coverage	[REDACTED]	\$2,000,000 each claim / \$6,000,000 aggregate Subject to the Master Policy Aggregate

Coverage is afforded to AMTA Members for a period of 12 months concurrent with the Enrolled Member Effective Date or until membership is terminated or expires. Student Enrolled membership expires on the last day of the month in which the Student Enrolled Member graduates. No coverage is afforded to Student Enrolled Members for providing massage therapy services outside of school sanctioned and directed activities. If the AMTA Master Policy is non-renewed or cancelled, the AMTA Member's coverage under this policy will terminate upon the expiration of the Enrolled Member Effective Date and will not be renewed. The Master Policy Aggregate may be reduced by claims paid on behalf of other insureds.

ADDITIONAL COVERAGES (included in Professional Liability Limits specified above)

- | | |
|---|---|
| <ul style="list-style-type: none"> • General Liability • Products Liability • Host Liquor Liability • Personal Injury Liability | <ul style="list-style-type: none"> • Good Samaritan Liability • Malplacement Liability • Fire & Water Legal Liability (subject to \$100,000 sub limit) |
|---|---|

COVERAGE EXTENSIONS	COVERAGE EXTENSION LIMITS
<ul style="list-style-type: none"> • License Protection • Defendant Expense Benefit • Deposition Representation • Assault (excluding Texas) • Medical Payments • First Aid • Information Privacy Coverage (HIPAA) 	<ul style="list-style-type: none"> \$10,000 per proceeding / \$25,000 aggregate \$10,000 aggregate \$2,500 per deposition / \$5,000 aggregate \$10,000 per incident / \$25,000 aggregate \$2,000 per person / \$100,000 aggregate \$2,500 aggregate \$10,000 aggregate

This material is intended to provide a general overview of the products and services offered. Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services. Only the policy can provide the actual terms, coverage amounts, conditions and exclusions.

Please contact HPSO at 1-888-253-1474 directly for a free copy of the complete policy.



AMTA Coverage

AMTA Members are covered for professional services for which the enrolled member is licensed, certified, accredited or professionally trained to perform as a massage therapist. Student Enrolled Members are covered only for those services for which the Student Enrolled Member is professionally trained to perform while engaged in school sanctioned and directed activities. If an enrolled member practices in any jurisdiction which governs massage therapy services, then massage therapy services means those services for which the enrolled member is licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the governmental regulatory agency responsible for maintaining the standards of the profession of massage therapy. Professional services also means the enrolled member's massage therapy services while acting as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

As an AMTA enrolled member covered by the AMTA insurance program, enrolled members are responsible for and expected at all times to be familiar and current with all laws, regulations, etc. in their state of practice that govern their profession as a massage therapist.

Modality Exclusions

Any acts, errors or omissions involving the activities designated below are excluded. This list is subject to review and change by AMTA.

Electrolysis or microcurrent; radiation for the removal of hair; photocoagulation technique for the removal of hair; plastic surgery of any type; removal of warts, moles, or other growths; laser or other types of pulsed light treatments; weight reducing treatments; sun tanning treatments; Botox; hair implanting or hair transplanting; tinting, dyeing or coloring of hair, eyelashes, or eyebrows; removal of any form of permanent cosmetic makeup; yoga trapeze, yoga swing, or aerial yoga hammock; surgical or non-surgical body contouring; or flotation or sensory deprivation pod therapy.

Colon hydrotherapy, nutritional or dietary counseling, personal training, pilates, religious healing, procedures that use fire, cupping therapy with use of heat, ear candling, saunas, sun tanning treatments other than topical tanning lotions or sprays, procedures which penetrate the skin or body cavities either manually or with other methods of intrusion other than manual soft tissue manipulation of the oral or nasal cavities.

Diagnosis, prescription, or service in the capacity of any other profession or branch of healthcare or medicine for which a license to practice is required by law including chiropractic, dentistry, dermatology, naprapathy, naturopathy, nursing, orthopedics, osteopathy, physical therapy, podiatry, psychiatry, psychology or psychotherapy.

Any service or activity where any domestic or non-domestic animal is present in the room, facility, or part of the premises in which such service or activity takes place, regardless of whether or not the animal is used in connection with such services. This exclusion applies whether the animal is owned by, or in the care, custody or control of, any enrolled member, an employer or co-worker, or any other person, and includes, but is not limited to: (a) the failure to train, supervise, or control animal(s); (b) any injury caused or exacerbated by exposure to an animal; or (c) any services provided to, or injury or damage to any animal.

Additional Information

An AMTA membership card in conjunction with this notice should serve as acceptable evidence of insurance to anyone requesting proof of your professional liability coverage. If you have any additional questions concerning the AMTA Professional Liability Insurance Plan, please call our insurance administrator, HPSO, toll-free at 1-888-253-1474. We are dedicated to giving you the best service possible and thank you for the opportunity to provide this insurance and membership to you. Please also feel free to call AMTA with questions or comments.

Reporting Claims

Please call HPSO toll-free at 1-888-253-1474 for claim reporting procedures or refer to the AMTA Professional Liability Benefits Guide.

Additional Insured Requests

Please call HPSO toll-free at 1-888-253-1474 for additional insured requests.

This program is underwritten by Columbia Casualty Company, a CNA company and is offered through the Healthcare Providers Service Organization Risk Purchasing Group. This material is intended to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverage amounts, conditions and exclusions.



Healthcare Provider Service Organization (HPSO) is a division of Affinity Insurance Services, Inc., in CA (License #0795465). MN and OK. AIS Affinity Insurance Agency and NY. AIS Affinity Insurance Agency.

FEE APPLICANT CARD

Purpose Applicant Fingerprinted

Bank Charter	BCA
Certified School Employee	CSE
Dept. Human Resource	CSC
Dept. Natural Resource	DNR
Fireman	FMN
Housing Authority Employee	HAE
Liquor License	LIQ
Lottery	LAP
Private Adoption	PAD
Public Housing Applicant	PHA
SOS- Drivers Training	DTI
Volunteer	VLN

Race Codes

White.....	W
Black.....	B
Asian/Pacific Islands.....	A
American Indian.....	I
Unknown.....	U

Note: Include the Firearms Owners Identification Card (FOID) number if applicable

PLEASE MAIL THIS COPY TO:

**ILLINOIS STATE POLICE
DIVISION OF ADMINISTRATION
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075**

To: ILL15018S From: IL State Police

France



ILLINOIS STATE POLICE

Division of Justice Services

J B Pritzker
Governor

Brandon F Kelly
Director

Phone:

Fax:

ISP.BOI.Customer.Support@illinois.gov

To: ILL15018S

From:

Fax: 6303771078

Pages: 2

Time: 09:22AM

Date: October 07, 2025

2025 3 88 4424
805 1022

ILLINOIS STATE POLICE

ILLINOIS STATE POLICE

Bureau of Identification

260 North Chicago Street . Joliet, IL 60432-4075

(815) 740-5160 (voice) . (815) 740-4401 (fax)

www.illinois.gov . www.isp.state.il.us

To: ILL15018S From: IL State Police

IAFIS FBI RESPONSE - DATE: Tue Oct 07 09:20:05 CDT 2025 ORI: ILL15018S TCN: LS10261L40948063

CITY OF ST. CHARLES
2 E. MAIN ST
ST. CHARLES,IL 60174

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT:NI

DCN:	LA0948063	TCN:	LS10261L40948063	RESPONSE DATE:	2025/10/07 0:0:0
SUBM TYPE:	FEAPP	ORI:	ILL15018S	FBI ICN:	E2025280000000203914
NAME:	SHNAYDER, CAROLYN	EMPLOYER#:	ILL15018S	SSN:	
SEX CODE:	F	RACE CODE:	U	DOB:	██████████

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE

ICN E2025280000000203914 CIDN OCA NOOCA
SHNAYDER,CAROLYN DOB ██████████
MNU SOC SEX F RAC U HGT ██████
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2025/10/07
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2025/10/07 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET,IL 60432

To: ILL15018S From: IL State Police



ILLINOIS STATE POLICE

Division of Justice Services

J B Pritzker
Governor

Brandon F Kelly
Director

Phone:

Fax:

ISP.BOI.Customer.Support@illinois.gov

To: ILL15018S

From:

Fax: 6303771078

Pages: 2

Time: 09:19AM

Date: October 07, 2025

Bureau of Identification

260 North Chicago Street . Joliet, IL 60432-4075

(815) 740-5160 (voice) . (815) 740-4401 (fax)

www.illinois.gov . www.isp.state.il.us

To: ILL15018S From: IL State Police

STATE USE ONLY - DATE: 10/07/2025 ORI: ILL15018S TCN: LS10261L40948063



ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

CITY OF ST. CHARLES
2 E. MAIN ST
ST. CHARLES, IL 60174

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE FEE APPLICANT FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT OF YOUR INQUIRY.

THE APPLICANT FINGERPRINT CARD WILL BE RETAINED IN THE FILES OF THE ILLINOIS STATE POLICE TO FACILITATE FUTURE DISSEMINATION TO YOUR AGENCY OF ANY CONVICTION INFORMATION PERTAINING TO THIS SUBJECT.

THE ILLINOIS STATE POLICE IS PERMITTED TO DISSEMINATE CRIMINAL HISTORY RECORD INFORMATION AS AUTHORIZED BY STATE LAW. ATTEMPTS ARE MADE TO MAKE RECORDS AS COMPLETE AS POSSIBLE BY OBTAINING MISSING DISPOSITIONS FROM VARIOUS SOURCES. IN SOME CASES, HOWEVER, DISPOSITION INFORMATION IS UNAVAILABLE.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.ILLINOIS.GOV".

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE FEEL FREE TO CONTACT CUSTOMER SUPPORT BY EMAIL AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR BY PHONE AT (815) 740-5160 TO LEAVE A MESSAGE.

IDENTIFIERS

DCN:	L40948063	TCN:	LS10261L40948063	PURPOSE:	LGE
SUBMISSION TYPE:	FEAPP	RESULT:	NO RECORD ON FILE		
Name:	SHNAYDER, CAROLYN	Employer #:	ILL15018S	SSN #:	
Sex Code:	FEMALE	Race Code:	UNKNOWN	DOB:	██████████

STATE USE ONLY

WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION

CITY OF ST. CHARLES
Budget Revision Listing

October 2025

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	47	100	1000	2026	5	10/01/2025	100300	51300	9,227.00	Mandated Training-New Chief
Budget Addition	47	100	1000	2026	5	10/01/2025	100900	31199	(9,227.00)	Mandated Training-New Chief
47 Total										
Budget Addition	48	100	1000	2026	5	10/02/2025	100402	51300	1,200.00	FAA Pilot Licensing for Drone
Budget Addition	48	100	1000	2026	5	10/02/2025	100402	51401	(1,200.00)	FAA Pilot Licensing for Drone
48 Total										
Budget Addition	49	100	1000	2026	6	10/03/2025	100300	54520	6,000.00	Need to replenish ticket books
Budget Addition	49	100	1000	2026	6	10/03/2025	100900	31199	(6,000.00)	Need to replenish ticket books
49 Total										
Budget Addition	50	100	1000	2026	6	10/08/2025	210541	56001	68,972.00	Truck Replacement
Budget Addition	50	100	1000	2026	6	10/08/2025	210900	31199	(68,972.00)	Truck Replacement
50 Total										
Budget Transfer	53	100	1000	2026	6	10/09/2025	100222	52000	800.00	Office Supplies and Toner
Budget Transfer	53	100	1000	2026	6	10/09/2025	100222	51300	(800.00)	Office Supplies and Toner
53 Total										
Budget Addition	54	100	1000	2026	6	10/10/2025	100210	51299	750.00	Savi Subscription
Budget Addition	54	100	1000	2026	6	10/10/2025	100900	31199	(750.00)	Savi Subscription
54 Total										
Budget Addition	56	100	1000	2026	6	10/14/2025	200522	55150	498.00	Work Comp Claims
Budget Addition	56	100	1000	2026	6	10/14/2025	200900	31199	(498.00)	Work Comp Claims
Budget Addition	56	100	1000	2026	6	10/14/2025	210541	55150	1,382.00	Work Comp Claims
Budget Addition	56	100	1000	2026	6	10/14/2025	210900	31199	(1,382.00)	Work Comp Claims
56 Total										
Budget Addition	57	100	1000	2026	6	10/14/2025	100210	54150	25,000.00	Crowe Operational Assessment
Budget Addition	57	100	1000	2026	6	10/14/2025	100900	31199	(25,000.00)	Crowe Operational Assessment
57 Total										
Budget Addition	58	100	1000	2026	6	10/20/2025	100300	54520	3,300.00	Police Department Photos
Budget Addition	58	100	1000	2026	6	10/20/2025	100900	31199	(3,300.00)	Police Department Photos
58 Total										
Budget Transfer	59	100	1000	2026	6	10/21/2025	210541	54321	2,731.50	Seasonal Funds Transfer
Budget Transfer	59	100	1000	2026	6	10/21/2025	210541	54317	(2,731.50)	Seasonal Funds Transfer
59 Total										
Budget Transfer	60	100	1000	2026	6	10/21/2025	100510	52313	2,500.00	Decorations, Lights, Banners

Budget Transfer	60	100	1000	2026	6	10/21/2025	100510	52313	(2,500.00)	Landscape Planter
	60 Total								-	
Budget Transfer	61	100	1000	2026	6	10/21/2025	200522	52001	1,350.00	IPad Replacement Transfer
Budget Transfer	61	100	1000	2026	6	10/21/2025	200522	52807	(1,350.00)	IPad Replacement Transfer
	61 Total								-	
Budget Transfer	62	100	1000	2026	6	10/23/2025	100220	52100	500.00	Coffee Supplies, Compass Acad
Budget Transfer	62	100	1000	2026	6	10/23/2025	100220	52000	(500.00)	Coffee Supplies, Compass Acad
	62 Total								-	
Budget Transfer	63	100	1000	2026	6	10/28/2025	100510	52313	2,500.00	Seasonal Funds Transfer
Budget Transfer	63	100	1000	2026	6	10/28/2025	100510	52804	(2,500.00)	Seasonal Funds Transfer
	63 Total									

Grand Total

Chairman, Government Operations Committee

Date

Vice Chairman, Government Operations Committee

Date

Finance Director

Date

Exceptions:



CITY OF
ST. CHARLES
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AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 7b

Title:

Discussion Regarding the Recommended 2025 Property Tax Levies for Special Service Areas

Presenter:

Bill Hannah, Director of Finance

Meeting: Government Operations Committee

Date: November 17, 2025

Proposed Cost: \$-0-

Budgeted Amount: \$ N/A

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

In addition to the City tax levy, the City levies property taxes on several Special Service Areas (SSA's). These SSA's are not applicable to all properties, but rather to small geographic areas within the City that receive the specific services provided by or funded through the City. These services consist of the maintenance of common storm water detention areas and mowing, parking lot and garage maintenance and improvements, economic revitalization and business assistance within the City's downtown, and electric substation maintenance and improvements. The recommended levies for the eight active SSA's are as follows:

<u>Special Service Area</u>	<u>2024 Levy Amount</u>	<u>2025 Levy Amount</u>
SSA 1A (Downtown Parking Maintenance)	\$81,000	\$84,000
SSA 1B (Downtown Support and Revitalization)	\$272,000	\$282,000
SSA 5 (CMD Common Area Maint)	\$6,900	\$6,900
SSA 6 (Cambridge East Common Area Maint)	\$1,330	\$1,330
SSA 7 (CMD Tyler Area Common Area Maint)	\$8,900	\$8,900
SSA 10 (Royal Fox I Common Area Maint)	\$7,000	\$7,000
SSA 13 (Red Gate Common Area Maint)	\$13,000	\$13,000
SSA 57 (Legacy Bus Park, Electric Substation Maint)	\$35,000	\$35,000

Notes on Changes

The only recommended changes to the SSAs are a \$3,000 increase in the SSA 1A and a \$10,000 increase to SSA 1B to account for some of the increases in costs incurred over the last couple of years. Both adjustments are about a 3.7% change over the prior year.

A public hearing on the adoption of a special service area tax levy is necessary when first adopting a tax levy for an SSA, or if the proposed levy is more than 5% of the preceding year's extension (35ILCS 200/27-32). Since none of the proposed levies are changing by more than 5% versus last year's extension, no public hearings will be necessary. The ordinances adopting the SSA levies as illustrated above are scheduled to be presented for approval at the December 1st City Council meeting.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Seeking a Motion to Approve the Recommended 2025 Property Tax Levies for Special Services Areas