Agenda City of St. Charles Liquor Control Commission Meeting Monday, December 15, 2025, 4:30 PM 2 E. Main Street

- 1. Call to Order.
- 2. Roll Call.
- 3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on November 17, 2025.
- 4. Recommendation to approve a proposal for a Massage License Application for Impact Massage Therapy, located at 2000 W Main St, Unit J, St. Charles.
- 5. Public Comment.
- 6. Executive Session (5 ILCS 120/2 (c)(4).
- 7. 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 imcmahon@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).

Minutes

City of St. Charles

Liquor Control Commission Meeting Monday, November 17, 2025, 4:30 PM

2 E. Main Street

1. Call to Order.

The meeting was called to order by Chair Hull at 4:30 p.m.

2. Roll Call.

Present: Gehm, Behrens, Pietryla, Kanute

3. Motion by Pietryla, second by Gehm to accept and place on file minutes of the Liquor Control Commission meeting held on October 6, 2025.

Roll Call Vote: Ayes: Gehm, Behrens, Pietryla, Kanute. Absent: None. Abstain: None. Commissioner Hull did not vote as chair.

Motion Carried

4. Recommendation to approve a proposal for a B-1 Liquor License Application for Fire & Wine St. Charles LLC, dba Fire & Wine, Located at 300 N. Kirk Road, St. Charles.

Police Chief Dan Likens presented this recommendation.

Motion by Gehm, second by Kanute to approve a proposal for a B-1 Liquor License Application for Fire & Wine St. Charles LLC, dba Fire & Wine, Located at 300 N. Kirk Road, St. Charles.

Roll Call Vote: Ayes: Gehm, Behrens, Pietryla, Kanute. Absent: None. Abstain: None. Commissioner Hull did not vote as chair.

Motion Carried

5. Recommendation to approve a proposal for a D-1 Liquor License Application for Hilton Garden Inn, located at 4070 E Main St, St. Charles.

Police Chief Dan Likens presented this recommendation.

Motion by Behrens, second by Gehm to approve a proposal for a D-1 Liquor License Application for Hilton Garden Inn, located at 4070 E Main St, St. Charles.

Roll Call Vote: Ayes: Gehm, Behrens, Pietryla, Kanute. Absent: None. Abstain: None. Commissioner Hull did not vote as chair.

Motion Carried

6. Recommendation to approve a proposal for a C-1 Liquor License Application for Centauro, Inc., dba Playa, located at 2061 Lincoln Highway, St. Charles.

Police Chief Dan Likens presented this recommendation.

Motion by Kanute, second by Gehm to approve a proposal for a C-1 Liquor License Application for Centauro, Inc., dba Playa, located at 2061 Lincoln Highway, St. Charles.

Roll Call Vote: Ayes: Gehm, Behrens, Pietryla, Kanute. Absent: None. Abstain: None. Commissioner Hull did not vote as chair.

Motion Carried

7. 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.

Police Chief Dan Likens presented this recommendation.

Motion by Pietryla, second by Kanute to approve a proposal for a Massage License Application for Carrie Ann's Wellness, located at 150 S Kirk Rd Suite 107, St. Charles.

Roll Call Vote: Ayes: Gehm, Behrens, Pietryla, Kanute. Absent: None. Abstain: None. Commissioner Hull did not vote as chair.

Motion Carried

- 8. Public Comment None
- 9. Executive Session (5 ILCS 120/2 (c)(4) None
- 10. Adjournment.

Motion by Pietryla, second by Gehm to adjourn the meeting at 4:53 pm.

Voice Vote: Ayes: Ald. Gehm, Ald. Pietryla. Absent: None. Abstain: None. Commissioner Hull did not vote as chair.

Motion Carried

:ms

	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 4						
	Title:	Recommendation to approve a Proposal for a Massage License Application for Impact Massage Therapy, located at 2000 W Main St, Unit J, St. Charles					
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Police Chi	Police Chief Dan Likens				
Meeting: Liqu	or Control Co	mmission	Date: December 1	15, 2025			
Proposed Cost	Proposed Cost: Budgeted Amount: \$ Not Budgeted:			Not Budgeted: □			
TIF District: Cl	hoose an iten	1.					
Executive Summary (if not budgeted, please explain): Impact Massage Therapy, located 2000 W Main St, Unit J, St. Charles, is requesting approval of a massage license application for their business.							
	Attachments (please list): Liquor License, Memo						
Liquoi License, iviento							
Recommendation/Suggested Action (briefly explain):							
Recommendation to approve a Proposal for a Massage License Application for Impact Massage							

Therapy, located at 2000 W Main St, Unit J, St. Charles.

Police Department

Memo



Date:

12/1/2025

To:

Clint Hull Mayor-Liquor Commissioner

From: Dan Likens Chief of Police

Re:

Background Investigation-Impact Massage Therapy 2000 W. Main St. Unit J 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.

Impact Massage Therapy is located at 2000 W. Main St. Unit J and is owned by Ms. Sarah Carter. The business is in the Suite Spot Salon and will be a private studio suite dedicated to massage. The hours will be Monday - Saturday, 10 am = 8 pm but by appointment only. The owner is licensed in the State of Illinois and in good standing. There will be no employees or other therapists using the space.

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 massage license, subject to City Council approval.

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

MASSAGE APPLICANT BACKGROUND CHECK LIST



ADDRESS: 2000 W. Main Street Unit J		
	REQUESTED	COMPLETED
APPLICATION		X
BUSINESS PLAN/FLOOR PLAN/MASSAGE OPTIONS	<u></u> 8	X
LEASE (OR LETTER OF INTENT)		X
MASSAGE THERAPY LICENSE(S)	<u></u>	X
FINGERPRINTS (ALL MANAGERS)		X
CERTIFICATE OF INSURANCE	<u></u> 9	X
TLO/INTERNET SEARCH	0-	X
-CLEAR/AEGIS LINK/NEW WORLD/CIRCUIT CLERK		X
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	N/A	N/A
POLICE RECORDS CHECK		X
APPLICANT'S HOMETOWN RESIDENCY LETTER	2	X
DFPR CHECK		X
SITE VISIT/MASSAGE INSPECTION REPORT		X
* COMMENTS:	**************************************	

Police Department



Memo

Date: 11/17/2025

To: Chief Dan Likens #400

From: Commander Drew Lamela #340

Re: Massage Establishment Background / Impact Massage Therapy, LLC.

The purpose of this memo is to document the background investigation of Sarah Carter pursuant to her application for a Massage Establishment License for Impact Massage Therapy, LLC., dba Impact Massage Therapy.

APPLICANT

Carter, Sarah L. (DOB) Telephone:

APPLICATION

The application was received on 10/28/2025. The application is complete to include a lease, Certificate of Insurance (COI), floor plan, Illinois Massage License and massage menu. The Massage License is for the owner and on-site manager, Sarah Carter. The attached lease agreement is a 1-year lease through The Suite Spot of St. Charles, LLC.

APPLICANT INTERVIEW

On 11/12/2025, at 1300 hours, I met with the applicant, Sarah Carter, at the St. Charles Police Department. Sarah signed the required waiver forms authorizing me to conduct the background investigation.

Sarah stated that Impact Massage Therapy will be located at 2000 W. Main Street, Unit J, in St. Charles. She advised that The Suite Spot Salon currently occupies this address, and she has signed a one-year lease within the business. Sarah stated that she will operate her business out of a private suite inside the establishment where she will conduct massage services.

Sarah stated that she graduated from Waubonsee Community College in 2007, earning her Massage Therapist degree. She further stated that she applied for and received her Illinois State Massage Therapist License shortly after graduating.

Sarah stated that from 2008 to 2025, she was employed by Massage Envy, located at 116 Common Drive, Geneva, Illinois. She stated that in 2023, she opened Impact Massage Therapy at 581 Sullivan Road, Aurora, Illinois. Sarah stated that she is no longer employed by Massage Envy and now focuses on operating her business.

Sarah stated that she will be the on-site manager and the sole employee of Impact Massage Therapy. She stated that the hours of operation will be Monday through Saturday, from 10:00 a.m. to 8:00 p.m., by appointment only.

Sarah stated that she will offer a variety of massage therapy services, including Swedish, Sports, Prenatal, Deep Tissue, and Aromatherapy massages. She added that she will also offer package options for Swedish, Sports, and Deep Tissue massages. Sarah provided a service menu listing all massage options she intends to offer. She stated that she plans to open the business once she receives her City of St. Charles Massage Establishment License.

Sarah was escorted to booking where she submitted a set of fingerprints and a photograph. Sarah's fingerprints were sent to the Illinois Bureau of Identification and the FBI. Sarah's fingerprints returned with a negative criminal history.

EMPLOYMENT VERIFICATION

Massage Envy – 116 Commons Drive, Geneva, Illinois 60134

On 11/19/2025, I spoke with Natalie Wakefield from Massage Envy and informed her of this background investigation. Natalie confirmed that Sarah Carter was employed with the business from 2008 through the summer of 2025. She stated that Sarah resigned in good standing and was a great employee who got along well with her co-workers. Natalie further stated that Sarah's clients were disappointed when she left the business. She advised that Sarah was never disciplined and that no customer complaints were ever received regarding her. Natalie could not provide any additional information.

ADDITIONAL INFORMATION

- Sarah Carter has no negative contacts with the St. Charles Police Department.
- Sarah Carter has no negative contacts through our department's New World System.
- The Sugar Grove Police Department has no negative contacts with Sarah Carter.
- Sarah Carter has no contacts through the Kane County Aegis System.
- Sarah Carter has no contacts through the Chicago Police Department's I-Clear System.
- A Google search revealed no arrests or negative articles with Sarah Carter.
- Sarah Carter possess a valid State of Illinois Massage Therapist License #227.008818.
- I logged onto the Illinois Department of Financial & Professional Regulations website. I ran Sarah Carter's Massage Therapist License, which is "Active", in good standing and no discipline.
- A check of the Illinois Secretary of State showed Impact Massage Therapy, LLC in active status. Impact Massage Therapy, LLC was filed on 05/17/2023. The manager listed for Impact Massage Therapy, LLC is Sarah Carter.

ADDITIONAL INFORMATION CONTINUED

- A check through TLOxp for Sarah Carter did not show any additional licenses registered to her. According to TLOxp, Sarah Carter does not have any liens, bankruptcies, civil or criminal court cases.
- ❖ A check through the Kane County, DuPage County, Cook County, DeKalb County and Will County Circuit Clerk's Office showed no court cases for Sarah Carter.
- The Aurora Police Department has no negative contacts with Sarah Carter or Impact Massage Therapy that would prohibit her from being issued a license.
- Sarah stated that she has reviewed the definitions and requirements of Message Establishment License, Local Ordinance 5.20 and was issued a copy of the ordinance.

ON-SITE INSPECTION

On 11/21/2025 at 1230 hours, I conducted an on-site visit at Impact Massage Therapy, located at 2000 W. Main Street, Unit J. The business operates within The Suite Spot Salon, where Sarah leases a 12x12 suite. Sarah escorted me to her suite, where I observed one massage table positioned in the center of the room. The suite appeared clean, organized, and properly maintained. A service menu with pricing and an "Appointments Only" sign were posted on the wall. Fresh linens and towels were stored in a cabinet, and Sarah's State of Illinois Massage License was displayed in plain view.

Sarah stated that she will launder her towels on-site and showed me the break room containing the washer and dryer. She further advised that she will send her linens out to a professional cleaner for proper cleaning and sanitization.

I ended my inspection and noted that there were no areas of concern and that Impact Massage Therapy is compliant with the City of St. Charles Massage Establishment Ordinance, 5.20.

Respectfully submitted,

Commander Drew Lamela #340



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

I, Sarah L. Carter, 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".

- Witness Signature	Signature (include maiden name)
111225 Date	
Commander Drew Lamela #340 Witness	SSN #:
	Phone: Date of Birth:



ST. CHARLES POLICE DEPARTMENT MASSAGE 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.

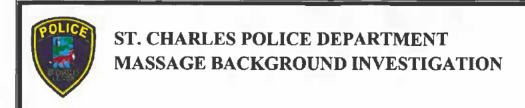
I hereby release, discharge, and exonerate the CITY OF ST. CHARLES POLICE AND FIRE DEPARTMENT, its agents and representatives, and any person furnishing information from any and all liability of every nature and kind arising out of the furnishing, inspecting, and copying of such documents, records and 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.

Sayah (aytor
Applicant's Name (Printed)

Applicant's Signature

1//12/25

Date



AUTHORIZATION FOR RELEASE OF INFORMATION

I, Sarah L. Carter, 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.

Sarah Carter	11/12/25
Applicant's Name (Printed)	Date
	11/12/25
Applicant's Signature	Date

City of St. Charles Massage Establishment License Page 5

State of Illinois)

SS

County of Kane)

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and that I/we will not violate any of the ordinances of the City of St. Charles or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein.

Signature of Applicant

a Notary Public in and for said county in the state aforesaid, do hereby certify that the applicantage, appeared before the tins day in person and acknowledged that he/she/they signed the foregoing application as his/her/their free and voluntary act for the use and purposes therein set forth.

SEAL

Notary Public, State of Illinois
Anjail in State
Anjail in State
Anjail in State
Anjail in State
Any Commission # 987844

My Commission # 987844

My Commission # 987844



Certificate of Insurance

OCCURRENCE COVERAGE

ABMP In-Dues Liability Program

ABMP MAILING ADDRESS:

Associated Bodywork & Massage Professionals 25188 Genesee Trail Road Suite 200 Golden, CO 80401

POLICY #:

API-ABMP-25

MASTER POLICY HOLDER

Allied Professionals Insurance RPG

AGENT/BROKER

Allied Professionals' Insurance Services

ISSUED BY:

Allied Professionals Insurance Company, A Risk Retention Group, Inc.

LIABILITY LIMITS

(per member)

COMMERCIAL GENERAL LIABILITY

ANNUAL AGGREGATE	\$6,000,000
PER OCCURRENCE LIMIT	\$2,000,000
PRODUCTS-COMP/OP	Included
PROFESSIONAL LIABILITY	Included
GENERAL LIABILITY	Included
FIRE LIABILITY LIMIT	\$100,000

To verify information, contact ABMP. Tel: 303-674-8478 Fax: 303-674-0859

This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this Certificate refers, subject to limitation by any applicable state licensing laws. No other rights or conditions, except as specifically stated herein, are granted or inferred.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS BEEN ISSUED TO THE INSURED NAMED BELOW. THE INSURED ACTIVE DATE LISTED BELOW APPLIES ONLY TO ELEMENTS OF COVERAGE CONTINUOUSLY IN PLACE SINCE THE INCEPTION OF THE NAMED INSUREDS POLICY. CHANGES TO COVERAGE ARE EFFECTIVE RETROACTIVELY ONLY TO THE DATE THE CHANGE WAS MADE. REPORT IN WILTING WITHIN 48 HOURS ANY & ALL CLAIMS, OR INCIDENTS THAT YOU BELIEVE MAY RESULT IN A CLAIM, EVEN IF GROUNDLESS.

This Certificate, along with the Policy to which it refers, is valid evidence of coverage extended to the Certificate Holder Justed below.

CERTIFICATE HOLDER

(Active Registered Members are on file with the ABMP Membership Director.)

Member/Named Insured:

Sarah Carter

Membership I.D. #:

915908

Member/Policy Term Active:

Oct-18-2025

Member/Policy Term Expires: Oct-17-2026

Total Member Cost:

\$ 229

(ABMP Membership, including Member Liability Coverage)

Authorized Representative

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice for non-payment or 90 days written notice for any other reason to the certificate holder named above, but fashire to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

ADDITIONAL INSURED:

(with inception date)

Impact Massage Therapy, LLC

Oct 18, 2025

Coverage is extended subject to all terms and conditions of the Policy.

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Print My License: Professionals & Businesses



Cut on Datted Line

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 1852406





Illinois Department of Financial and Professional Regulation

Lookup Detail View

Contact

Contact Information

Name	City/State/Zip	DBA / AKA
SARAH L CARTER	Sugar Grove, IL 60554	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
227008818	Licensed Massage Therapist	ACTIVE	12/27/2007	12/30/2024	12/31/2026	N

Generated on: 10/27/2025 9:04:42 AM



Massage Therapy Services

Swedish Massage 30mins, 60mins, 90mins \$50 - \$75 - \$110

Deep Tissue

30mins, 60mins, 90mins, 120mins

\$50 - \$85 - \$125 - \$170

Sports Massage

30mins, 60mins, 90mins, 120mins

\$50 - \$95 - \$140 - \$190

Prenatal Massage

60mins, 90mins

\$75 - \$110

Chair Massage

10mins, 20mins, 30mins, 40mins

\$15 - \$30 - \$45 - \$60

Add-on Enhancements

Aromatherapy - \$10

CBD Massage - -\$25

CBD Foot Scrub - \$15

Cupping - \$25

Packages

Sports Massage 3 Visits 60mins - \$260

3 Visits 90mins - \$390

3 Visits 120mins - \$540

Swedish Massage

3 Visits 60mins - \$199

3 Visits 90mins - \$300

Deep Tissue

3 Visits 60mins - \$230

3 Visits 90mins- \$345

3 Visits 120mins -\$480

Form LLC-5.5

1.

Illinois Limited Liability Company Act Articles of Organization

FILE # 13269645

Secretary of State Alexi Giannoulias Department of Business Services Limited Liability Division www.ilsos.gov

Filing Fee:

\$150

IXG

MAY 17 2023

Alexi Giannoulias Secretary of State

FILED

Limited Liability Company Name: IMPACT MASSAGE THERAPY LLC

Approved By:

 Address of Principal Place of Business where records of the company will be kept: 1105 RITTER ST STE E

NORTH AURORA, IL 60542

- The Limited Liability Company has one or more members on the filing date.
- 4. Registered Agent's Name and Registered Office Address:

UNITED STATES CORPORATION AGENTS, INC. 500 N MICHIGAN AVE STE 536 CHICAGO, IL 60611-3755

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

- 6. The LLC is to have perpetual existence.
- 7. Name and business addresses of all the managers and any member having the authority of manager:

CARTER, SARAH LYNN 1105 RITTER ST STE E NORTH AURORA, IL 60542

CARTER, TERRANCE DEVALE 1105 RITTER ST STE E NORTH AURORA, IL 60542

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MAY 17, 2023

CHEYENNE MOSELEY

101 N BRAND BLVD., 11TH FLOOR

GLENDALE, CA 91203

ilsos.gov (https://www.ilsos.gov/) Official Website of the Illinois Secretary of State Here's how you know

(AV. N. H. GGET. §68/ № ID

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

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

Vehicles, Plates & Titles

Business

More Services

Business Entity Search

Entity Information

Entity Name	IMPACT MASSAGE THERAPY LLC			
Principal Address	581 SULLIVAN RD SUITE F AURORA,IL 605060000			
File Number	13269645	Status	ACTIVE on 05-01- 2025	
Entity Type	LLC	Type of LLC	Domestic	
Org. Date/Admission Date	05-17-2023	Jurisdiction	IL.	
Duration	PERPETUAL			
Annual Report Filing Date	05-01-2025	Annual Report Year	2025	
Agent Information	DANIEL GOEDKEN 581 SULLIVAN RD STE A AURORA, IL 60506- 1490	Agent Change Date	07-11-2024	

Services and More Information

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

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

Managers	1	Address				
CARTER, SARAH LYNN		581 SULLIVAN RD SUITE F AURORA, IL 605060000				
Showing 1 to 1 of 1 entries			Previous	1	Next	

English

Applicant: List as indicated employment history from the previous three years:

Employer Impact Massage Thernly

Phone 331-220-5071

Address SBI Sultivan R& Awara IL

Title Owner and Massage throughs +

Dates of employment: From:

To: July 17, 2023 to Current

Employer Massage Envy

Phone

Address 116 Commons Dr Coneva, IL 60134 Title Massaan Threelst

Massage Threatst

Dates of employment: From:

To: 10/2008 to July 2025

Employer

Phone

Address

Title

Dates of employment: From:

To:

List as indicated all massage therapists and employees. This list must be updated with the office of the Liquor Commissioner within 10 days of any employment change. Upload additional forms if more space is needed.

Name: Name:	Home phone:
Address:	City/Zip:
Position employed:	
State of Illinois Massage License Number:	
Name:	Home phone:
Address:	City/Zip:
Position employed:	*
State of Illinois Massage License Number:	
Name:	Home phone:
Address:	City/Zip:
Position employed:	
State of Illinois Massage License Number:	
Name:	Home phone:
Address:	City/Zip:
Position employed:	
State of Illinois Massage License Number:	
Name:	Home phone:
Address:	City/Zip:
Position employed:	
State of Illinois Massage License Number:	

Lamela, Andrew

From:

Lamela, Andrew

Sent:

Wednesday, November 19, 2025 9:58 AM

To:

'recordssupportstaff@aurora.il.us'

Subject:

Massage Establishment Background Investigation

Attachments:

DOC25111909_31_32.pdf

Good morning,

I am conducting a background investigation for a Massage Establishment license for Sarah Carter, operator of Impact Massage Therapy located at 583 Sullivan Road, Aurora, IL. I have attached a letterhead request and Ms. Carter's waiver forms.

Please advise whether your department has any negative contacts, complaints, incidents, or investigative records involving Sarah Carter or Impact Massage Therapy. If there are records, please provide copies or advise the best way to obtain them.

Thank you for your assistance.

Drew Lamela

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

Lamela, Andrew

From:

Lamela, Andrew

Sent:

Monday, November 17, 2025 12:52 PM

To:

ralcaraz@sugargroveil.gov

Subject:

Massage Therapist Background

Attachments:

DOC25111712_30_00.pdf

Good afternoon,

I am currently conducting a massage therapist background investigation on an individual who resides in your town. Can you please advise if your police agency has ever had any negative contacts with Sarah L. Carter (dob)

I attached three waiver forms for your record.

Thank you for your assistance.

Drew Lamela

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



St. Charles Police Department

1515 West Main Street St. Charles, IL 60174 630.377.4435

Dan Likens Chief of Police

Date: 10/19/2025

Attention: Aurora Police Department / Records

From: Investigations Commander Drew Lamela #340

I am conducting a Massage Establishment background investigation on a subject who currently operates a Massage Establishment, Impact Massage Therapy in Aurora, Illinois. If you could please provide any/all contacts for:

Carter, Sarah L

DOB:

Business Address: 581 Sullivan Rd.

Aurora, IL 60506

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

Thank you for your assistance.

Investigations Commander Drew Lamela #340

Andrew Lamela #340



LEASE

BETWEEN

THE SUITE SPOT OF ST CHARLES LLC as Landlord

AND

Sar	rah Lynn Carter
	as Tenant

Dated: 10/28/2025

COMMERCIAL LEASE AGREEMENT

	THIS LEASE is made as of the01_ day	of <u>November</u> , 20 <u>25</u>
("Effe	ctive Date"), between THE SUITE SPOT OF ST	
	y company, having an address at 2000 W. Mai	
Attent	ion: Samantha Bammesberger, Email: thesuite	
	Sarah Lynn Carter, a(n)	, having an address at
		ilding at 2000 W. Main St., Unit J, St.
	s, IL 60174 (such building, including the land upon	
	Common Areas, as hereinafter defined, being here	
Iollow	ing schedule (the "Schedule") sets forth certain basi	c terms of this Lease:
	SCHEDULE	25
1.	Premises:	A) 2000 W. Main. St., Unit J
		Suite # 4
		St. Charles, IL 60174
	Gross Rent: \$ 200 per week.	
2.	Name of Business/Trade Name: Impact Massa	ge Therapy LLC
3.	Use of Premises: Massage Therapy	
4.	Security Deposit: \$400	
5.	Commencement Date: November 1, 2025	
6.	Expiration Date: October 31, 2026	
7.	Brokers: The Suite Spot of St Charles LLC	
8.	Guarantor: Sarah Lynn Carter	

1. DEMISE AND TERM.

Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule, subject to the covenants and conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 5 of the Schedule, and expiring on the date (the "Expiration Date") described in Item 6 of the Schedule, unless terminated earlier as otherwise provided in this Lease.

2. RENT.

- A. Rent. "Rent" shall mean Gross Rent and any other sums or charges due by Tenant hereunder. Rent shall be automatically withdrawn from Tenant's bank account on a weekly basis. The first rent payment shall be due on the Commencement Date of the Lease, and each subsequent payment shall be due on the same day of each week thereafter in advance on or before the first day of each month of the Term without demand.
- B. Payment of Rent. The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar month, respectively, the Gross Rent for the month in which this Lease so begins or ends shall be prorated; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the annual rate of 9% per annum, but in no event higher than the maximum rate permitted by law (the "Default Rate"); and, in addition, Tenant shall pay Landlord a late charge for any Rent payment which is paid more than ten (10) days after its due date equal to 5% of such payment; and (iv) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on the same date as the Rent listed on the statement showing such amount is due.
- C. <u>Gross Lease</u>. Except as otherwise expressly stated herein, Landlord shall bear, without reimbursement from Tenant, all operating expenses and real estate taxes incurred by Landlord with respect to the Building.

3. USE AND OPERATION.

- A. <u>Limitation On Use</u>. Tenant agrees that it shall occupy and use the Premises only under the name set forth in Item 2 of the Schedule and only for the business set forth in Item 3 of the Schedule and will not use any other name or conduct any other business on the Premises. Tenant agrees that it will conduct such business in the same manner as is typically conducted by similar like-kind facilities in the St. Charles, Illinois area. In no event shall Tenant conduct any auctions or fire sales, liquidation sales or going-out-of-business sales or operate the Premises as an outlet, discount or wholesale store. In addition, Tenant shall not conduct any sidewalk sales or attempt to sell merchandise from any common areas of the Building. No cooking or baking of any kind shall be permitted within the Premises.
- B. <u>Tenant's Operating Covenants</u>. Tenant shall have access to the Premises at all times, subject to the terms and conditions of this Lease. Tenant agrees to continuously use and occupy the entire Premises for the business set forth above and under the name permitted hereunder during the entire Term. Tenant shall keep the Premises open for business during such hours as are generally followed by comparable financial institutions

in St. Charles, Illinois, except when prevented from doing so by strikes, fires, casualties and other causes beyond Tenant's reasonable control and except for reasonable periods during repairs and alterations.

- C. <u>Signs</u>. Signs will not be permitted outside of the tenants suite with the exception of signs placed on tenants suite door. Signs placed on the outside of the Tenants door may not protrude into the hallway or interfere with the ability of people to pass through the hallways. The location, size, materials, content and color of such signs are all subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees not to place any other sign, advertising matter or the like on the exterior of the Premises or visible from the exterior of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. All signs of Tenant shall be subject to and shall comply at all times with applicable governmental requirements and laws.
- D. <u>Compliance with Laws</u>. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws. In addition, Tenant shall not use the Premises for any unlawful, disreputable, immoral or unethical purpose, nor shall Tenant do anything which would injure the reputation of the Building.

4. CONDITION OF PREMISES.

- A. <u>Initial Condition</u>. Tenant taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on behalf of Landlord or relied upon by Tenant.
- B. Americans With Disabilities Act. The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises and the Building. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises and the Building sufficient to determine whether or not the Premises and the Building in their condition as of the date hereof deviate in any manner from the

ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant further acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises and the Building in "as-is" condition and agrees that Landlord makes no representation or warranty as to whether the Premises or the Building conform to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises or the Building. Tenant further acknowledges and agrees that to the extent that Landlord prepares, reviews or approves any of plans or specifications relating to leasehold improvements in the Premises, such action shall in no event be deemed any representation or warranty that the same comply with any requirements of the ADA. Notwithstanding anything to the contrary in this Lease, the parties hereby agree to allocate responsibility for Title III compliance as follows: (a) Tenant shall be responsible for all Title III compliance and costs in connection with the interior of the Premises and including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease, and (b) Landlord shall perform any so-called Title III "path of travel" requirements triggered by any construction activities or alterations in the Premises required due to the nature of Tenant's business in the Premises or the Permitted Use or due to any alterations or improvements to the Premises pursuant to Section 9.A. Except as set forth above with respect to Landlord's Title III obligations, Tenant shall be solely responsible for all other requirements under the ADA relating to Tenant or any affiliates or persons or entities related to Tenant (collectively, "Affiliates"), operations of Tenant or Affiliates, or the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant's employees.

5. COMMON AREAS AND UTILITIES.

Common Areas. "Common Areas" (as initially constructed or as the same may at any time thereafter be enlarged, reduced, or otherwise altered) shall mean all buildings, improvements, structures, areas, space, facilities, equipment, signs, utility services, and special services within, on, or servicing the Building, and from time to time made available by Landlord for the common and joint nonexclusive use and benefit of Landlord, Tenant, and other tenants and occupants of the Building, and their respective employees, agents, subtenants, concessionaires, licensees, customers, and invitees, and which may include (but shall not be deemed a representation as to their availability), but not limited to, the sidewalks, parking areas, access roads, driveways, curbs, landscaped areas, truck service ways, loading docks, stairs, ramps, public washrooms, and parcel pick-up stations. Tenant is hereby given a license (in common with all others to whom Landlord has or may hereafter grant rights) to use, during the Term, the Common Areas of the Building as they may now or at any time during the Term exist; provided, however, that if the size, location, or arrangement of such Common Areas or the type of facilities at any time forming a part thereof be changed, enlarged, or diminished, or otherwise altered, Landlord shall not be subject to any liability nor shall such change, enlargement,

diminution, or alteration of such areas be deemed a constructive or actual eviction. There shall be no charge during the Term for parking by Tenant's employees and customers.

B. <u>Utilities</u>. Landlord is responsible for all utility payments. Landlord shall not be liable in damages, consequential or otherwise, nor shall there be any rent abatement, arising out of (i) any interruption or reduction in utility services which is due to any cause described in Section 23J or (ii) any temporary interruption or reductions in utility services which is necessary to the making of alterations, repairs, or improvements to any part of the Building.

6. RULES AND REGULATIONS.

Tenant shall observe and comply and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the rules and regulations listed on Exhibit A attached hereto and with such reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.

7. CERTAIN RIGHTS RESERVED TO LANDLORD.

Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for setoff or abatement of rent or any other claim: (a) to change the name or street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs. decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas; (d) to retain at all times, and to use in appropriate instances and within regular reasonable business hours (excluding emergencies, when such use may be at any reasonable time), keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at regular reasonable business hours and, if vacated or abandoned, to prepare the Premises for reoccupancy; (g) to install, use and maintain in and through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; and (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

8. MAINTENANCE AND REPAIRS.

- A. Landlord Repairs. Landlord, at its expense, shall keep the roof, structural portions and the exterior surfaces of the exterior walls of the Building (to the extent not an obligation of any governing association, exclusive of Suitefront doors, plate glass, doorframes, other entrances, windows and window frames which are not part of Common Areas, it being understood that Tenant shall be responsible for repairs and replacements to the foregoing items) and the Common Areas in good repair. Tenant shall give Landlord prompt written notice of any damage to the Building or the Premises known to Tenant requiring repair by Landlord. Upon Landlord's election, any requests by Tenant to Landlord for performance of any work or repair, maintenance or replacement obligation under this Lease shall be made through a designated Slack application, except in the case of an emergency. If Tenant makes a request for performance of any such work, repair, maintenance or replacement by means other than the the Slack application (except in the case of an emergency) Tenant shall be responsible for the payment of \$25.00 for each such request.
- B. Tenant Repairs. Tenant, at its expense, shall maintain and keep the non-structural components of the Premises in good order and repair at all times during the Term. Tenant agrees that it will, at all times during the Term, keep the Premises and all Common Areas (including sidewalks) adjoining the Premises clean and free from obstruction, rubbish and dirt. Tenant shall place all trash, rubbish and garbage in a proper closed receptacle. Tenant agrees that if Tenant fails to perform any of its obligations under this Section, Landlord, in addition to other remedies provided by law and/or this Lease, may correct (or have corrected) the default at the cost and expense of Tenant. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building, Premises, and Common Areas necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies.
- C. <u>HVAC</u>. Landlord shall maintain the HVAC facilities serving the Premises. The expense of routine maintenance of the HVAC facilities shall be borne by Landlord. Tenant shall reimburse Landlord for non-routine maintenance, repair or replacement of the HVAC facilities, provided Tenant's total liability for such maintenance, repairs or replacements to the HVAC facilities shall be capped at \$500.00 per calendar year (the "HVAC Cap"), and any costs exceeding the HVAC Cap shall be at Landlord's expense. The HVAC Cap does not apply to repairs to the HVAC system caused or exacerbated by Tenant's misuse of the system.

ALTERATIONS.

A. <u>Requirements</u>. Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an "alteration") without the prior written consent of Landlord (which consent shall not be unreasonably withheld). In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such

alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord, Landlord's property manager and Landlord's mortgagees as additional insureds and providing endorsements of said policies so naming the aforementioned parties; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy. adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations Each alteration shall be performed in harmony with Landlord's and requirements. employees, contractors and other tenants. Each alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease.

B. <u>Liens</u>. Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractor's statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Tenant. If any such lien is filed, Tenant shall within ten (10) days thereafter have such lien released of record or deliver to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

10. INSURANCE.

A. Tenant's Insurance. Tenant, at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage, water damage and all risk coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Tenant's expense, and all other property owned or used by Tenant and located in the Premises; (b) commercial general liability insurance, including blanket contractual liability insurance, with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than \$2,000,000 each occurrence combined single limit for bodily injury, sickness or death or for damage to or destruction of property, including loss of use thereof; (c) workers' compensation with Illinois statutory benefits and employers liability insurance with limits of not less than \$1,000,000 each accident, each disease and aggregate for disease; and (d) insurance against such other risks and in such other amounts as Landlord may from time to time reasonably require, but only if landlords of comparable shopping centers in St. Charles, Illinois are then requiring insurance against such other risks or in such other amounts. All such policies shall be issued by insurers licensed to do business in Illinois and with a Best's Rating of at least A- VIII. In addition, the commercial general liability policy shall name Landlord, its property manager and any mortgagee designated by Landlord as additional insureds and provide endorsements of the policy so amending said policy. All policies shall require at least thirty (30) days' prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be. Landlord, at its option, may engage a third-party certificate of insurance tracking and/or management service ("COI Tracking Servicer"). If Landlord elects to engage COI Tracking Servicer, Tenant shall be required to provide all relevant information to the COI Tracking Servicer to demonstrate Tenant's compliance with the insurance obligations contained herein.

11. WAIVER AND INDEMNITY.

A. <u>Waiver</u>. Tenant releases Landlord, its property manager and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Building or the Premises or any part thereof or any equipment therein becoming in disrepair, or resulting from any accident in or about the Building. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Notwithstanding anything contained in this Section 11A to the contrary, Tenant shall not be deemed to release Landlord, its property manager or their respective agents or employees from, or waive claims for, damage or injury to person or property or loss of

business sustained by Tenant to the extent resulting from the negligence or wilful misconduct of Landlord, its property manager or their respective agents or employees, except to the extent that such damage, injury or loss sustained by Tenant is insured against, or required to be insured against, by Tenant pursuant to Section 10 of this Lease (regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect).

B. <u>Indemnity</u>. Landlord shall indemnify and hold harmless Tenant from and against any and all claims by third parties arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of Landlord, or any of Landlord's agents, contractors, or employees and from against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim by a third party or any action or proceeding brought thereon. Tenant shall indemnify and hold harmless Landlord from and against any and all claims by third parties arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees and from against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim by a third party or any action or proceeding brought thereon.

12. FIRE AND CASUALTY.

Upon a fire or other casualty affecting the Building, Landlord, with reasonable diligence, shall restore the Building. Notwithstanding the foregoing, if (i) all or a substantial part of the Premises or the Building is rendered untenantable by reason of fire or other casualty or (ii) a fire or casualty occurs during the last 12 months of the Term, Landlord may, at its option, either restore the Premises and the Building, or either Tenant or Landlord may terminate this Lease effective as of the date of such fire or other casualty. Landlord agrees to give Tenant written notice within sixty (60) days after the occurrence of any such fire or other casualty designating whether Landlord elects to so restore or terminate this Lease. Tenant agrees to give Landlord written notice within sixty (60) days after the occurrence of any such fire or other casualty designating whether Tenant elects to terminate this Lease. If either Landlord or Tenant elect to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If Landlord elects to restore, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at Landlord's expense and shall exclude any furniture, equipment, fixtures, additions, alterations or improvements in or to the Premises which were made at Tenant's expense If Landlord elects to restore, Rent shall abate for that part of the Premises which is untenantable on a per diem basis from the date of such fire or other casualty until Landlord has substantially completed its repair and restoration work, provided that Tenant does not occupy such part of the Premises during said period.

13. CONDEMNATION.

If the Premises or the Building is rendered untenantable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within 30 days after such condemnation, in which event this Lease shall terminate effective as of the date which is the day immediately preceding the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of such termination date. If such condemnation does not render the Premises or the Building untenantable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such compensation, and Tenant shall make no claim against Landlord or the condemning authority for compensation for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business.

14. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent. Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and Landlord's consent to any Transfer shall not constitute a waiver of of no effect. Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, the transfer (whether direct or indirect) of all or a majority of the capital stock in a corporate Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded) or the merger, consolidation or reorganization of such Tenant and the transfer of all or any general partnership interest in any partnership Tenant shall be considered a Transfer. If Tenant is a general or limited partnership (or is comprised of two or more persons or entities), the change or conversion of Tenant to (i) a limited liability company, (ii) a limited liability partnership or (iii) any other entity which possesses the characteristics of limited liability shall be prohibited unless the prior written consent of Landlord is obtained, which consent may be withheld in Landlord's sole discretion. Any such change or conversion without Landlord's consent shall not release the individuals or entities comprising Tenant from personal liability hereunder.

- В. Standards for Consent. If Tenant desires the consent of Landlord to a Transfer, Tenant shall submit to Landlord, at least sixty (60) days prior to the proposed effective date of the Transfer, a written notice which includes such information as Landlord may require about the proposed Transfer and the transferee. If Landlord does not terminate this Lease, in whole or in part, pursuant to Section 14C, Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Building; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the purpose for which the transferee intends to use the Premises or portion thereof or the identity of the transferee is in violation of the terms of this Lease or the lease of any other tenant in the Building; (iv) the transferee is a tenant of or negotiating for space in the Building and Landlord has suitable space in the Building available to lease to such party; or (v) any other basis that Landlord reasonably deems appropriate. If Landlord consents to any Transfer, Tenant shall pay to Landlord all rent and other consideration received by Tenant in excess of the Rent paid by Tenant hereunder for the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any reasonable attorneys' fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor, shall be to seek specific performance of Landlord's obligation to consent to such Transfer.
- C. Recapture. Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty (30) days after the date on which Tenant has furnished to Landlord all of the items required under Section 14B above. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty (60) days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof.

15. SURRENDER.

Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other casualty excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such

alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to the termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense, without notice to Tenant and without obligation to compensate Tenant.

16. DEFAULTS AND REMEDIES.

- A. <u>Default</u>. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent within ten (10) days after the date due; (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Landlord; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant dies or dissolves; (v) Tenant abandons or vacates the Premises; or (vi) any voluntary or involuntary proceedings are filed by or against Tenant under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty (30) days after filing.
- B. Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.
- C. Reletting. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater

than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

- D. <u>Termination of Lease</u>. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date plus Landlord's estimate of the aggregate reasonable expenses of reletting the Premises, exceeds Landlord's estimate of the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new tenant), both discounted to present value at the rate of 5% per annum.
- E. Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all reasonable costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.
- F. <u>Bankruptcy</u>. If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims, and remedies thereunder.
- G. <u>Waiver of Trial by Jury</u>. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.
- H. <u>Venue</u>. If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal courts located in Chicago, Illinois or the state courts located in the county in which the Building is located. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

17. HOLDING OVER.

If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at 125% the rate in effect immediately preceding such holding over computed on a monthly

basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this Section do not waive Landlord's right of reentry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

18. ESTOPPEL CERTIFICATES.

Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no offsets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any offsets or defenses, a full and complete explanation thereof); (vi) that the Premises have been completed in accordance with the terms and provisions of this Lease or the Work Letter and Tenant has accepted the Premises and the condition thereof and of all improvements thereto and has no claims against Landlord or any other party with respect thereto; and (vii) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver any such certificate within ten (10) days after request, Tenant shall be deemed to have irrevocably appointed Landlord as Tenant's attorney in fact to execute and deliver such certificate in Tenant's name.

19. SUBORDINATION.

This Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying or operating lease of the Building, and all amendments, renewals and modifications to any such lease, and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Building and/or the leasehold estate under any such lease. If any such mortgage or deed of trust be foreclosed, or if any such lease be terminated, upon request of the mortgagee, beneficiary or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, beneficiary, lessor or purchaser at foreclosure, as the case may be, to execute such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment on the form customarily used by such party. Notwithstanding the foregoing to the contrary, any such mortgagee, beneficiary or lessor

may elect to give the rights and interests of Tenant under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Tenant of such election, the rights and interests of Tenant shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, Tenant shall execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm such superiority on the form customarily used by such party.

20. QUIET ENJOYMENT.

As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from claims of superior title, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

BROKER.

Tenant represents to Landlord that Tenant has dealt only with the brokers set forth in Item 7 of the Schedule (collectively, the "Brokers") in connection with this Lease and that, insofar as Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord, its property manager and their respective employees harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including attorneys' fees) arising from a claim for a fee or commission made by any broker, other than the Brokers, claiming to have acted by or on behalf of Tenant in connection with this Lease.

22. NOTICES.

All notices and demands to be given by one party to the other party under this Lease shall be given in writing at the address set forth above in the Lease Information Summary and (i) mailed by certified mail, (ii) sent by reputable overnight courier (e.g., FedEx), (iii) personally delivered, or (iv) sent by email. Notices shall be considered to have been given upon the earlier to occur of actual receipt (or refusal of receipt) or two (2) business days after posting in the United States mail or the next business day after deposit with the overnight courier. Notices by email shall be considered to have been given as of the date and time of the email transmission. Both Landlord and Tenant shall adjust the settings on their electronic mail services to accept email notices from the other. A party may change its address for notices, or email address, by written notice to the other party.

23. MISCELLANEOUS.

- A. <u>Successors and Assigns</u>. Subject to Section 14 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.
- B. <u>Entire Agreement</u>. This Lease, and the riders and exhibits, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.
- C. <u>Time of Essence</u>. Time is of the essence of this Lease and each and all of its provisions.
- D. Execution and Delivery. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen (15) days after such delivery. This Lease may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
- E. <u>Severability</u>. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions.
- F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.
- G. <u>Attorneys' Fees</u>. The Tenant shall pay the Landlord's costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing the Tenant's obligations or successfully defending Landlord's rights under this Lease against Tenant. Tenant shall pay the costs and expenses, including reasonable attorneys' fees, incurred by Landlord as a result of any litigation in which such Tenant causes Landlord, without Landlord's fault to become involved as a result of this Lease.
- H. <u>Delay in Possession</u>. In no event shall Landlord be liable to Tenant if Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date.

- I. <u>Joint and Several Liability</u>. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.
- J. Force Majeure. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control. Tenant shall not be in default hereunder and Landlord shall not be excused from performing any of its obligations hereunder if Tenant is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Tenant's reasonable control (provided, however, no cause of any sort shall excuse Tenant from its obligations to pay Rent when due and to surrender the Premises upon the expiration of the Term as provided herein).
- K. <u>Captions</u>. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.
- L. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
- M. Anti-Terrorism Representation. Neither Tenant nor any of its affiliates or constituents nor, to the best of Tenant's knowledge, any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force,

U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. Neither Tenant nor any of its affiliates or constituents nor, to the best of Tenant's knowledge, any brokers or other agents of same, (i) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons, or (ii) are a person described in section 1 of the Anti-Terrorism Order, and to the best of Tenant's knowledge neither Tenant nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. If at any time this representation becomes false than it shall be considered a default under this Lease and Landlord shall have the right to exercise all of the remedies set forth in this Lease in the event of a default or to terminate this Lease immediately.

N. <u>Limitation of Liability</u>. Any liability of Landlord under this Lease shall be limited solely to its equity interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

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

LANDLORD:	TENANT:
THE SUITE SPOT OF ST CHARLES LLC,	impact Massage Therapy LLC
an Illinois limited liability company,	a(n),
By:	By:
Title:	Title:Owner

EXHIBIT A

RULES AND REGULATIONS

- 1. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
- 2. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
- 3. Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress, and in accordance with all other applicable provisions of this Lease, including these Rules and Regulations. Without limiting the generality of the foregoing, Tenant shall not use the Common Areas to sell or display of any merchandise, canvass, solicit business or information from, or distribute any article or material to, other tenants, occupants or invitees of the Building, without the express written consent of Landlord. Tenant shall not allow anything to remain in or to obstruct any passageway, sidewalk, court, corridor, stairway, entrance, exit, elevator, shipping area, or other area outside the Premises.
- 4. All garbage, refuse, trash and other waste shall be kept in the kind of container (which may be a shared container), placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord.
- 5. Tenant shall not allow any animals, service animals and emotional support animals, in the Premises.
- 6. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.
- 7. Landlord shall furnish ___l_ set(s) of keys for all doors to the Premises at the commencement of the Term. Tenant shall furnish Landlord with duplicate keys for any new or additional locks on doors installed by Tenant. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.

Exhibit A-1

- 8. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.
- 9. Tenant shall not use any draperies or other window coverings instead of or in addition to the Building standard window coverings designated and approved by Landlord for exclusive use throughout the Building.
- 10. Landlord shall have no responsibility or liability for any theft, robbery or other crime in the Building or within the surrounding area. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.
- 11. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.
- 12. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.
- 13. Deliveries of furniture, inventory and all other items shall be brought into the Building in compliance with all applicable laws and at Tenant's sole risk. Such deliveries shall be made only through the service entrances of Tenant's Premises and service entrances of the Building, when available. Landlord may inspect items brought into the Building or Premises with respect to weight or dangerous nature or compliance with this Lease or applicable laws. Tenant shall move all inventories, supplies, furniture, equipment and other items directly into the Premises immediately upon receipt.
- 14. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.
- 15. Tenant shall not use the Premises for lodging, cooking (except for microwave reheating and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes.
- 16. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
- 17. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

- 18. Tenant shall not go onto the roof of the Building or any other nonpublic areas of the Building (except the Premises), and Landlord reserves all rights to control the public and nonpublic areas of the Building (including the Common Areas). In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.
- 19. Tenant shall not use the loading docks or receiving areas of the Building except in accordance with regulations for their use established by Landlord.
- 20. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenant shall be liable for all damage as a result of a violation of this rule.
- 21. Tenant shall not allow its employees to use the public areas of the Building (including the Common Areas) as smoking areas.
- 22. Tenants shall not allow their clients to use the south seating area, located at the front entrance of the building, as a hair processing area. All hair processing shall be done, if outside of tenants suite, in the back (north side of the building) seating area.

EXHIBIT B

LEASE GUARANTY

THIS LEASE	GUARANTY ("Guarant	y") is made t	his 28	day of	October	,
20 <u>25</u> , by	Sarah Lvnn Carter	;	, havi	ng an	address	a t
		_ ("Guarantor	") to and	d for the	benefit of T	HE
SUITE SPOT OF ST	CHARLES LLC, an Illi	inois limited l	iability c	ompany	("Landlord")	, in
order to induce Land	llord to enter into a cert	tain Suite Lea	se ("Lea	se"), dat	ed 11/01	,
20225, between I	andlord andimp	pact Massage Th	erapy LL(, a
("T	enant"), with respect to co	ertain premises	located	at 2000 V	V. Main St., U	Jnit
J, St. Charles, IL 6017	4, as more particularly de	scribed in the	Lease. F	or valual	ole considera	tion
rendered to Guaranton	by Landlord, receipt of	which is herel	by ackno	wledged,	and in orde	r to
induce Landlord to en	ter into the Lease, Guaran	tor, intending	to be lega	lly boun	d and to bind	his
or its heirs, executors	, administrators, personal	representative	es, succes	ssors and	assigns, her	eby
covenants and agrees v	with Landlord as follows:					
covenants and agrees v	with Landlord as follows:					

- 1. The Lease is hereby incorporated by reference as if herein set forth in its entirety. Guarantor represents and warrants to Landlord that prior to Guarantor's execution of this Guaranty, it received and reviewed a true complete and correct copy of the Lease.
- Guarantor irrevocably and unconditionally guarantees to Landlord the timely and complete performance and observance of all agreements and obligations (collectively, "Obligations" and each an "Obligation") of Tenant, and Tenant's successors, assigns and subtenants, arising under the Lease and all renewals, modifications, amendments and extensions thereof (which shall be deemed included in the term "Lease" as used herein), including, without limitation, the obligation to pay (a) the full rent for the entire term of the Lease as now stated therein, (b) all additional rent and other sums payable to Landlord under the Lease, and (c) all damages, losses, costs, interest, charges and expenses (including, without limitation, reasonable attorney's fees) of every kind, nature and description, suffered or incurred by Landlord arising in any manner out of, or in any way connected with any default by Tenant under the Lease. If the rent, or any part thereof, under the Lease is accelerated by reason of Tenant's default thereunder or otherwise, and if Tenant shall fail to pay such accelerated rent, then Guarantor shall pay same to Landlord on demand. Without limitation to the foregoing or to any other provision of this Guaranty, if Tenant fails to observe or perform any Obligation in accordance with the Lease, including without limitation the Obligation to pay rent, then, on Landlord's demand, Guarantor shall fully observe and perform such Obligation. This Guaranty is continuing, and shall be effective regardless of how long before or after the date hereof any of Tenant's Obligations were incurred or accrued.
- 3. The Obligations further include, without limitation, all obligations to and agreements with Landlord purported to be made on behalf of Tenant by any officer or agent of Tenant, without regard to the actual power or authority of such officer or agent.

- 4. Guarantor acknowledges receipt of good, valuable and sufficient consideration for its making of this Guaranty, and Guarantor subjects its separate property to this Guaranty and hereby expressly agrees that recourse may be had against such separate property for all Guarantor's obligations hereunder. Guarantor further agrees that any and all of such separate property shall be subject to execution for any judgment or decree enforcing this Guaranty.
- 5. Guarantor agrees that Landlord may, at any time and from time to time, either with or without consideration: (a) surrender any property or collateral of any kind or nature whatsoever held by Landlord or by any person on Landlord's behalf, securing any or all of the Obligations, (b) substitute for any property or collateral so held other property or collateral of like kind or of any other kind, (c) acquire new security for the Obligations, (d) amend, supplement or modify the terms of the Lease, (e) consent to or allow any assignment of the Lease or any subletting of the property demised under the Lease, and (f) exercise any right or remedy against Tenant under the Lease (including, without limitation, the right to accelerate rent under the Lease and the right to terminate the Lease), all without notice to or consent from the Guarantor, and all without impairing the liability of Guarantor hereunder. Guarantor waives notice of acceptance of this Guaranty, and of any default by Tenant under the Lease.
- 6. At the option of Landlord, from time to time and for so long as Landlord may elect, this Guaranty may be treated as a guaranty or as a suretyship. In any event, Landlord shall have the right to proceed against the Guarantor without first proceeding against Tenant or any other guarantor of, or security for, the Obligations.
- The liability of Guarantor hereunder is absolute and unconditional and shall not be affected by, and Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant or any other person or to exhaust any security held by Landlord or to pursue any right or remedy before proceeding against Guarantor, (b) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any Obligation hereby guaranteed, (c) any defense arising by virtue of the failure of Landlord to file or enforce any claim, (d) any notice of the existence, creation or incurring of any new or additional indebtedness or obligation by, or of any action or non-action on the part of, Tenant or Landlord, (e) any defense arising by virtue of the lack of authority or the dissolution of Tenant or any other person, (f) any defense based upon an election of remedies by Landlord, including without limitation an election to proceed by non-judicial means which destroys or otherwise impairs any subrogation or other rights of Guarantor against Tenant, (g) any termination of the Lease prior to its stated expiration date, (h) any change in the relationship between Guarantor and Tenant and (i) any duty on the part of Landlord to disclose to Guarantor any fact which Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that such fact materially increases the risk beyond that which Guarantor intends to assume, or has reason to believe that such fact is unknown to Guarantor, or has a reasonable opportunity to communicate such fact to Guarantor, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial

condition of Tenant and of all facts and circumstances bearing on the satisfaction and performance of the Obligations.

- 8. None of the obligations of Guarantor hereunder shall be affected in any manner by any impairment, modification, limitation, reduction or release of the Obligations of the Tenant under the Lease resulting from or relating to any provisions of or proceedings under the Federal Bankruptcy Code or any other federal or state law relating to bankruptcy, insolvency reorganizations or arrangements or the decision of any federal, state or local court or the unenforceability of any provision of the Lease. In the event Tenant shall become insolvent or shall be adjudicated a bankrupt or shall file a petition for reorganization, arrangement or similar relief under the Federal Bankruptcy Code, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal, state or local law, or if a receiver of all or part of its property is appointed by any federal, state or local court, and in any such proceeding the Lease shall be terminated or rejected or the obligations of Tenant thereunder shall be modified, suspended or otherwise affected, then Guarantor shall upon demand of Landlord perform all obligations and pay all sums which Tenant would have been obligated to perform and to pay but for such proceedings.
- 9. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord and Landlord's transferees, successors and assigns and any mortgagee of the real property of which the premises demised by the Lease are a part. This Guaranty shall not be assigned in whole or in part by Guarantor.
- 10. This Guaranty shall be governed by the laws of the State of Illinois. Guarantor hereby irrevocably appoints and designates Tenant its true and lawful agent upon which legal process in any action instituted to enforce this Guaranty may be served and directs such agent to notify Guarantor of any such service by forwarding a copy of all such process by registered or certified mail, postage prepaid, to Guarantor at the address above indicated, the Guarantor agreeing that the serving of such process in such manner shall constitute sufficient and effective service of process upon it in any such action.
- 11. If more than one person has executed this Guaranty as Guarantor, then the obligations and liability of such persons shall be joint and several.
- 12. All sums payable by Guarantor to Landlord hereunder shall be due and payable on demand and if not paid within five days after demand, shall bear interest at the rate of interest on late payments specified in the Lease, or if same is usurious, at the highest legal rate.
- 13. All notices and other communications required by or relating to this Guaranty shall be in writing and shall be delivered pursuant to Section 22 of the Lease Agreement.
- 14. So long as the Tenant's obligations and liabilities to Landlord under the Lease have not been satisfied in full, no payment by Guarantor pursuant to the provisions hereof shall entitle Guarantor, by subrogation to the rights of Landlord or otherwise, to any payment by

Tenant or to any of the property of Tenant (and Guarantor hereby waives any rights of subrogation).

- 15. Guarantor shall, promptly following the request of, Landlord, execute, acknowledge, deliver and record or file such further documents and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Guaranty and such other instruments, or as may be deemed advisable by Landlord, and Guarantor shall pay on demand all costs connected with any of the foregoing.
- 16. If any term, provision, or condition of this Guaranty shall be invalid, illegal or unenforceable in any respect, the remainder of this Guaranty shall be construed without such provision and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.
- 17. Guarantor shall pay upon demand all costs and expenses (including, without limitation, court costs and legal fees) paid or incurred by Landlord to enforce this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.



Addendum: Tenant shall receive (4) free weeks of rent in accordance with the advertised "Fall Promotion". The first rental payment will commence on Saturday, November 29, 2025 and continue thereafter for the remainder of the lease.

The Suite Spot Business Handbook & Operating Manual

Welcome to The Suite Spot community! We are excited to have you as part of our team of professionals. This handbook outlines our policies and procedures to ensure that we all enjoy a respectful, clean, and professional work environment. Please take the time to read and understand the guidelines below.

OUR COMMUNITY VALUES

We are all independent professionals working toward the same goal: to provide our clients with a high-quality, relaxing, and enjoyable salon experience. To achieve that, we value:

- Professionalism
- Respect for shared spaces and each other
- Clear and kind communication
- A cohesive and happy work environment

Let's work together to maintain these standards.

COMMON AREA OPERATING PROCEDURES

Front Waiting Area

- This space is for clients only waiting for their service.
- Professionals should not use this space as a break room or eat meals here.
- Maintain low noise levels and reinforce the quiet enjoyment of clients at all times.

Rear Seating Area (Hair Processing Room)

- Designed specifically for clients undergoing hair processing.
- Clients may also wait here if the front is full, but no processing should take place in the front waiting area.
- Professionals are responsible for ensuring clients are respectful and quiet in this space as well.

Laundry Room

- Use the schedule board to reserve washer/dryer time by writing your name in your desired slot.
- Do not leave laundry in machines for more than 1 hour.
 After that time, other professionals may move your laundry into a basket.

- Do not store dirty laundry in the laundry room. Keep it in your suite until your scheduled time.
- Laundry soap and dryer sheets will not be supplied.
- Keep this space clean and organized for everyone.

Break Room and Refrigerator

- For storing professionals' meals and drinks only.
- Do not use for client beverages or snacks.
- Do not use for business or personal supply storage.
- Label your items and clean up spills promptly.

Bathrooms

- Professionals are not responsible for deep cleaning, but please help maintain cleanliness:
 - Pick up any paper or debris.
 - Notify ownership immediately if soap, toilet paper, or paper towels are low or out.
 - Toilet paper refills are available in the laundry room.

Thermostat & Lighting

- Do not adjust the thermostat. Please contact the owner if you are uncomfortable and we will try to find a consensus.
- If you are the last professional to leave, please:
 - Turn off all lights.
 - Ensure all exterior doors are secured.

Advertising

- All advertising and signage shall be limited to individual suites including suite doors.
- A QR on the front door will link to a directory of all Professionals and their websites.
- Each professional will be allotted 1 space for brochures and 1 space for business cards per suite in the front waiting room. Only businesses within The Suite Spot are to be advertised.

Parties

- Individual Suite owners may not throw promotional parties using common space in an effort to avoid disruption of other suite owners (Grand openings included)
- The Suite Spot will host periodic promotional events throughout the year with prior coordination with all suite owners.

NOISE, CLIENT COURTESY, & PROFESSIONALISM

- All professionals are accountable for their clients' behavior and noise levels.
- If another professional or client is being overly loud, address the issue kindly and respectfully.
- If you are unable to resolve the issue, please notify the owner to facilitate a group meeting.
- Children must be supervised at all times.
- We aim to maintain a space that is respectful, peaceful, and professional for all.

PARKING GUIDELINES

- Professionals should park in the rear or side lots whenever possible.
- This leaves the front parking spaces available for clients, ensuring their convenience and comfort.

TRASH & CLEANLINESS

- All business-related waste should be placed in the dumpsters in the rear parking lot.
- Do not leave garbage in hallways, common areas, or outside of your suite.

CLIMATE & BUILDING CONTROLS

- We maintain a shared climate system and strive to meet the comfort needs of all professionals.
- If there is a climate issue, please contact the owner—do not adjust the thermostat yourself.
- For lighting, if you are the last person in the building, please ensure all lights are turned off.

SUITE MAINTENANCE & REMODELING

Maintenance Requests

- For non-urgent issues: Call or text an owner during regular business hours.
- For emergencies (e.g., flooding): Call immediately, regardless of the time.

Suite Modifications

- You may:
 - Paint or wallpaper any interior walls.
 - Install décor or fixtures in a professional manner.
- Please do not paint doors, trim, or ceilings to preserve your security deposit.
- Any electrical work must be completed by a licensed electrician or the owner.
- Noisy remodeling (e.g., hammering, drilling) must be pre-scheduled with ownership to avoid disrupting others.

MOVE-IN PROCEDURES

- Schedule your move-in time for large items with ownership to:
 - Avoid blocking hallways or entrances.
 - Coordinate around peak business hours.

SMOKING POLICY

- No smoking is allowed within 25 feet of the building.
- Do not smoke in front of the salon suites or entrance areas.
- Dispose of cigarette butts properly and respectfully.

CLOSING NOTES

Thank you for being a part of this community. By following the guidelines in this handbook, we can all enjoy a professional and respectful environment that enhances both your business and your clients' experiences.

We are here to support your success and always open to feedback, suggestions, and communication.

Let's work together to keep this a place we are all proud to call home for our businesses.

Please print this page, sign, and return to a manager.

I agree to abide by all of the guidelines outlined in this handbook





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	Samantha Bammesberger IP: 67.165.132.229	created the document (thesuitespotstc@gmail.com)	Oct 29, 2025 03:35:37 UTC
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