

Agenda
City of St. Charles
Liquor Control Commission Meeting
Tuesday, January 20, 2026, 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 December 15, 2025.
4. Recommendation to approve a proposal for a B-1 Liquor License Application for BYT Enterprise LLC DBA Gallo Santo, located at 215 W Main St, 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 jmcMahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

**Minutes
City of St. Charles
Liquor Control Commission Meeting
Monday, December 15, 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 Gehm, second by Pietryla to accept and place on file minutes of the Liquor Control Commission meeting held on November 17, 2025.

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

Motion Carried

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.

Police Chief Dan Likens presented this recommendation.

Motion by Pietryla, second by Kanute to approve a proposal for a Massage License Application for Impact Massage Therapy, located at 2000 W Main St, Unit J, St. Charles.

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

Motion Carried

5. Public Comment - None

6. Executive Session (5 ILCS 120/2 (c)(4) - None

7. Adjournment.

Motion by Kanute, second by Gehm to adjourn the meeting at 4:34 p.m.

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

Motion Carried

:ms

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for BYT Enterprise LLC DBA Gallo Santo, Located at 215 W Main St, St. Charles	
	Presenter:	Police Chief Likens	
Meeting: Liquor Control Commission		Date: January 20, 2026	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): <p>BYT Enterprise LLC DBA Gallo Santo, located at 215 W Main St, is requesting approval of a B-1 liquor license application for their business.</p>			
Attachments (please list): <p>Liquor License</p>			
Recommendation/Suggested Action (briefly explain): <p>Recommendation to approve a Proposal for a B-1 Liquor License Application for BYT Enterprise LLC DBA Gallo Santo, located at 215 W Main St, St. Charles.</p>			

Police Department



Memo

Date: 1/12/2026

To: Clint Hull Mayor-Liquor Commissioner
From: Dan Likens Chief of Police
Re: Background Investigation- BYT Enterprise LLC DBA Gallo Santo 215 W. Main St.
St. Charles (B-1 / Liquor License)

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

BYT Enterprise LLC DBA Gallo Santo will be located at 215 W. Main St. and is owned by Yahaida, Beatriz, and Tanya Aguirre. The business will be a new Mexican bar and restaurant which has yet to undergo the buildout, however they have executed a long-term lease. If approved, they plan to start the buildout with an opening date this spring. Although their hours are not finalized, they plan to be open for breakfast, close for a few hours each day and then re-open with a dinner menu. They hope to employ approximately 17-20 employees with about 10 working at any given time. The Aguirre family has never applied for a liquor license prior and has completed Basset training.

The site location/floor plans and the corresponding application materials were reviewed by my staff. Several violations exist in the unit which is currently vacant as documented by Building/Code Enforcement. Additionally, the Fire Department has not conducted an annual occupancy inspection since prior to the fire which occurred on 01/25/2022 and the permit pulled for work post fire was never finalized or approved. There is also an outstanding violation related to the keys in the Knox box from April 2025. The applicant did provide an estimate for certificate of insurance however the policy has not been paid.

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

Memo

Date: 12/23/2025

To: Chief Dan Likens #400

From: Detective Blake Powers #392

Re: Liquor License Background / BYT ENTERPRISE LLC (Gallo Santo)

The purpose of this memorandum is to document the steps taken during the background investigation for a liquor license application. This investigation was conducted based on the application submitted for a **Class B-1 license** for the business BYT Enterprise LLC (Gallo Santo), to be located at 215 W. Main St., St. Charles, IL 60174

Applicants:

Yahaida Aguirre

DOB: [REDACTED]

St. Charles, IL 60175

Telephone: [REDACTED]

General Manager:

Beatriz Aguirre

DOB: [REDACTED]

St. Charles, IL 60175

Telephone: [REDACTED]

General Manager:

Tanya G. Aguirre

DOB: [REDACTED]

Telephone: [REDACTED]

Application:

The application was received on 12/8/2025. The application is complete to include a lease, Certificate of Insurance (Dram Shop), floor plan and Bassett Certifications. The Bassett Certifications are for: Yahaida Aguirre (Issued: 11/21/2025 #16489301), Beatriz



Aguirre (Issued: 11/21/2025 #16489303), Tanya Aguirre (Issued: 12/3/2025 #16489723), and Salvador Aguirre (Issued: 12/3/2025 #16489722).

A check of the Illinois Secretary of State showed BYT Enterprise LLC as an active business with a status of "NGS" (Not Good Standing) as of 8/1/2025, and an assumed name of "Gallo Santo" as active status.

A check of the Illinois Liquor Control Commission revealed no record of Yahaida Aguirre or BYT Enterprise LLC/ Gallo Santo.

A copy of the business' insurance was provided through American Family Insurance.

A copy of the lease signed with RP Family Trust with a start date of 11/18/2025 and an end date of 2/28/2033 was provided.

Yahaida Aguirre, Beatriz Aguirre, and Tanya G. Aguirre all submitted fingerprints to both the FBI and Illinois Bureau of Identification. All prints came back with negative criminal histories.

Records Check: Yahaida Aguirre

Yahaida resides at [REDACTED] with her mother Beatriz and father Ricardo Aguirre. Yahaida has lived here for approximately one year. Prior to living in St. Charles Yahaida lived with her mother and father at [REDACTED] in Glen Ellyn for approximately 25 years.

A check with Kane County Aegis system revealed no record with Yahaida.

A check with New World records revealed no record with Yahaida.

A check with Dekalb County, DuPage County, Cook County, Kane County, and Will County Circuit Clerk's Office showed no records that would cause the license to be denied.

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

A records request sent to Kane County Sheriff's Office showed no records with Yahaida.

A records request sent to DuPage County Sheriff's Office showed no records with Yahaida.

Records Check: Beatriz Aguirre

Beatriz resides at [REDACTED] in St. Charles with her daughter, Yahaida, and husband Ricardo. Beatriz and her family have lived at this address for approximately one year. Prior to this address Beatriz and her family lived at [REDACTED] in Glen Ellyn for approximately 25 years.

A check with Kane County Aegis system revealed no record with Beatriz.

A check with New World records revealed no record with Beatriz.

A check with Dekalb County, DuPage County, Cook County, Kane County, and Will County Circuit Clerk's Office showed no records that would cause the license to be denied.

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

A records request sent to Kane County Sheriff's Office showed no records with Beatriz.

A records request sent to DuPage County Sheriff's Office showed several minor traffic contacts with Beatriz but no records with Beatriz that would cause the license to be denied.

Records Check: Tanya Aguirre

Tanya resides at [REDACTED] with her husband Salvador Aguirre. Tanya has lived at this residence since 2012, approximately 13 years.

A check with Kane County Aegis system revealed no record with Tanya.

A check with New World records revealed no record with Tanya.

A check with Dekalb County, DuPage County, Cook County, Kane County, and Will County Circuit Clerk's Office showed no records with Tanya that would cause the license to be denied.

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

A check with Bloomingdale Police Department showed no records.

Application Interview-

I met with Yahaida, Beatriz, and Tanya on 12/16/2025 at 1200 hrs at the St. Charles Police Department reference this background investigation. Yahaida, Beatriz, and Tanya signed all required waiver forms to allow me to complete this background investigation.

Yahaida, Beatriz and Tanya advised the business of BYT Enterprise LLC (Gallo Santo) at 215 W. Main St. was currently empty, "gutted out", and they have the intentions of renovating the building for their desired restaurant/ bar business. They stated they were waiting to begin the construction and renovations until they received the liquor license. They stated they signed a seven-year lease of the address with RP Family Trust that was good until 2/28/2033.

Yahaida, Beatriz, and Tanya advised they have plans on opening the business in March or April of 2026 depending on how quickly they can complete the renovations. Yahaida, Beatriz, and Tanya plan on being the 3 managers. The on-site management primarily being handled by Beatriz and Tanya. In total they believe they will have approximately 17-20 employees in total and have approximately 10 working at a time.

Yahaida, Beatriz, and Tanya advised they intend to be a Mexican style bar with Mexican style cuisine. They plan on serving various beers, tequila, and other liquors, and wines. They intend on only providing bottles and cans and not having any drafts offered. They advised currently there is no inventory as the business needs to be renovated first, but they intend to use the basement space of the facility for storage and inventory.

Yahaida, Beatriz, and Tanya all advised they have never owned any other liquor establishments or possessed any liquor license previously with this or any other business.

Beatriz stated it has been a lifelong dream of hers to open a Mexican style bar/ restaurant and in the recent move to St. Charles her and her family identified the St. Charles downtown area as being a great stop to try and make the dream a reality. Yahaida, Beatriz, and Tanya all agreed that they were in a good point in their lives where they could put forth the effort for this joint family business venture.

At the time of the interview, Yahaida, Beatriz, and Tanya did not have exact hours of operation in mind yet but stated they had a vision to being open for morning hours for breakfast where they would offer liquor along with a specialized breakfast menu. The business would then close for several hours and re-open in the evening to offer a dinner menu as well as liquor and remain open until 1am.

Yahaida, Beatriz, and Tanya advised they do not currently have a liquor license through the state of Illinois yet, as they were waiting to obtain a liquor license from the city of St. Charles prior to applying for the state license.

Site Visit

On 12/22/2025 at 1200 hrs, I met with Yahaida and Beatriz at the location of 215 W. Main St. and observed the building to be empty. Yahaida and Beatriz had stated previously that they were waiting to begin the construction/ remodel of the location until they obtained a liquor license with the city. Yahaida and Beatriz walked me through the property, explaining and describing what they had planned for a floor plan layout. Yahaida and Beatriz described to me a plan that matched the floor plan they provided with their application:

- A DJ booth and waiting area near the front of the door along with a host stand
- The bar area with 12 high top chairs along the bar and 3-4 high top tables
- 12 low top tables in a regular dining area
- Kitchen/ prep area separated by a wall in the rear
- Restrooms in the rear
- All storage and employee lockers in the basement

They are reporting that their hours of operations will be:

- Sunday – 9 am – 9 pm
- Monday – 9 am – 9 pm
- Tuesday – 9 am – 9 pm
- Wednesday – 9 am – 9 pm
- Thursday – 9 am – 9 pm
- Friday – 9 am – 1 am
- Saturday – 9 am – 1 am

Gallo Santo is in Ward # 4.

I explained to Yahaida and Beatriz that at least one of them would need to be present on January 20th for the Liquor Control meeting at 4:30pm and the City Council meeting at 7pm. Yahaida and Beatriz stated they understood, and someone would be there for these meetings.

This concludes this memorandum.

Respectfully submitted

297

Detective Blake Powers #392

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Yahaida Aguirre

BUSINESS: BYT Enterprise LLC (Gallo Santo)

ADDRESS: 215 W. Main St. St. Charles

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

* COMMENTS: _____

INVESTIGATOR ASSIGNED: Det. B. Powers #392 [REDACTED] 572

SUPERVISOR REVIEW [REDACTED]



City of St. Charles License Certification

Applicant Name Yahaida Aguirre	Business Name BYT ENTERPRISE LLC DBA: GALLO SANTO
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 215 W Main Street Saint Charles, Illinois 60174

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

[REDACTED] _____
Applicant's Signature

12/8/25

Date

State of Illinois

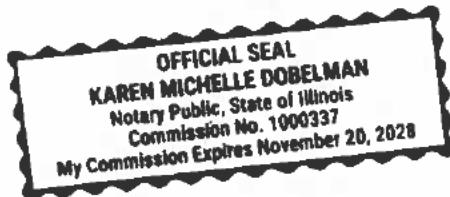
County of KANE

Signed before me this 8
day of December, 20 25,
by KAREN MICHELLE DOBELMAN

[REDACTED]

Notary Public

(SEAL)





American Family Insurance - Business Insurance
Underwritten by: Midvale Indemnity Company
A Wisconsin Stock Company

Send policy correspondence to:
PO Box 5316
Binghamton, NY 13902
(866) 908-0626

Martin Walsh
790 W BARTLETT RD
BARTLETT, IL 60103
(630) 893-1461

Information as of: 12/04/2025

QUOTATION ONLY - NOT A POLICY

We've saved your quote for the next 45 days. The quoted premium is based on the information provided and is subject to change.

Policy Information

Named Insured:	BYT Enterprises LLC DBA Gallo Santo restaurants@thegallosanto.com	Quote Number:	QB00334246
E-mail		Policy Type:	Business Owner's Policy (BOP)
Address:		Policy Period:	12/04/2025 to 12/04/2026
Phone:	630-532-3103		12:01AM Standard Time at Primary Location

Location Information

Location Number: 1 Building Number: 1

Address: 215 W Main St
Saint Charles, IL 60174

Coverage Information (applies to Location Number: 1, Building Number: 1)

Business Personal Property Limit:	\$100,000	\$2,331
Deductible (applies per location, per occurrence):	\$1,000	
Windstorm or Hail Percentage Deductible (applies per location, per occurrence):	N/A	

	Limit of Insurance	Deductible	Premium
Other Coverage			
Accounts Receivable (On Premises / Off Premises)	\$10,000/\$5,000	None	\$0
Valuable Papers and Records (On Premises / Off Premises)	\$10,000/\$5,000	None	\$0

Outdoor Property	\$2,500	None	\$0
Business Income from Dependent Properties	\$5,000	None	\$0
Damage To Premises - Rented To You	\$100,000	None	\$23
Food Contamination	\$10,000	None	\$65
Additional Advertising Expenses	\$3,000	None	\$0
Spoilage	\$5,000	None	\$128
Business Income & Extra Expense	12 months actual loss sustained	None	\$0

Additional Coverage (applies to Location Number: 1)

Other Coverage	Limit of Insurance	Deductible	Premium
Fire Department Service Charge	\$10,000	None	\$1
Money & Securities (On Premises / Off Premises)	\$5,000/\$5,000	\$500	\$51
Businessowners Policy Enhancement	None	None	\$330
Equipment Breakdown	None	None	\$51

Policy Coverage (limits & deductibles shown are non-stackable across locations)

	Limit of Insurance	Deductible	Premium
<i>Liability Coverage</i>			
Business Liability (per-occurrence limit/annual aggregate limit):	\$1,000,000/\$2,000,000	None	\$1,011
Medical Expenses (per person)	\$5,000	None	\$0
<i>Property Coverage</i>			
Business Income - Extended Period of Indemnity	60 days	None	\$0
Business Income - Payroll Expense	60 days	None	\$0
<i>Other Coverages</i>			
Electronic Data	\$10,000	None	\$0
Interruption of Computer Operations	\$10,000	None	\$0
Forgery or Alteration	\$5,000	\$500	\$18
Employment Related Practices Liability	\$100,000	\$5,000	\$168
Liquor Liability Coverage	\$1,000,000	None	\$300
Cyber Suite Without Business Income	\$25,000 / \$25,000	\$1,000	\$55
Employee Dishonesty	\$5,000	\$500	\$72

Classification Information

Location	Class Code	Class Description	Exposure Basis	Exposure Amount
1	09191	Fast Food Restaurants - Other Ethnic Style	SALES	\$100,000

Estimated Quote Premium	\$4,394
--------------------------------	----------------

Showing 12-month pay-in-full discount. Total Premium without discount is **\$4,611/year plus applicable installment fees.**

Note: The total policy premium above includes any applicable Additional Insured premium.

Premium Taxes, Surcharges and Fees (note: included in Policy Premium above)

Cyber Claim Support and Risk Management Fee	\$7
---	-----

Discounts Applied to This Quote

Loss-Free

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 15158042

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

Filing Fee: \$150

Approved By: PJW

FILED

AUG 28 2024

Alexi Giannoulias
Secretary of State

1. Limited Liability Company Name: BYT ENTERPRISE LLC

2. Address of Principal Place of Business where records of the company will be kept:
[REDACTED]

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

TANYA G AGUIRRE

[REDACTED]

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:

AGUIRRE, TANYA G

[REDACTED]

AGUIRRE, YAHAYA

[REDACTED]

AGUIRRE, BEATRIZ

[REDACTED]

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: AUGUST 28, 2024

TANYA G AGUIRRE

[REDACTED]

Secretary of State Alexi Giannoulias
Department of Business Services
Limited Liability Division
Room 351 Howlett Building
501 S. Second St.
Springfield, IL 62756
www.llsos.gov

Illinois
Limited Liability Company Act
Application to Adopt an Assumed Name

Filing Fee: 150.00

Approved: SXH

FILE # 15158042

FILED

Jan 27, 2025

**Alexi Giannoulias
Secretary of State**

1. Limited Liability Company Name: BYT ENTERPRISE LLC
2. State under the laws of which the company is organized: IL
3. The Limited Liability Company intends to adopt and transact business under the assumed name of:

The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until 08/01/2030, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

4. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated Jan 27, 2025
Month & Day Year
AGUIRRE, YAHaida
Name
MANAGER
Title

If applicant is a company or other entity, state name of company



Office of the Secretary of State
ilsos.gov

Adopting a Limited Liability Company's Assumed Name

Receipt

Please print this receipt for your records.

Your application to Adopt a Limited Liability Company's Assumed Name has been received and payment processed. You can review the status of your submission.

The document created in the status review step above is provided as a PDF file. You must have a recent version of the Adobe Acrobat Reader software properly installed and configured in order to view and print your document for Adopting a Limited Liability Company's Assumed Name. [Download Adobe Reader](#)

If you are still experiencing problems retrieving your document please forward the email receipt from your transaction to businessservices@ilsos.gov with a brief description of the problem.

Transaction Information

File Number	15158042
Proposed Name	GALLO SANTO
Packet Number	1736964219542756
Date of Payment	January 15, 2025

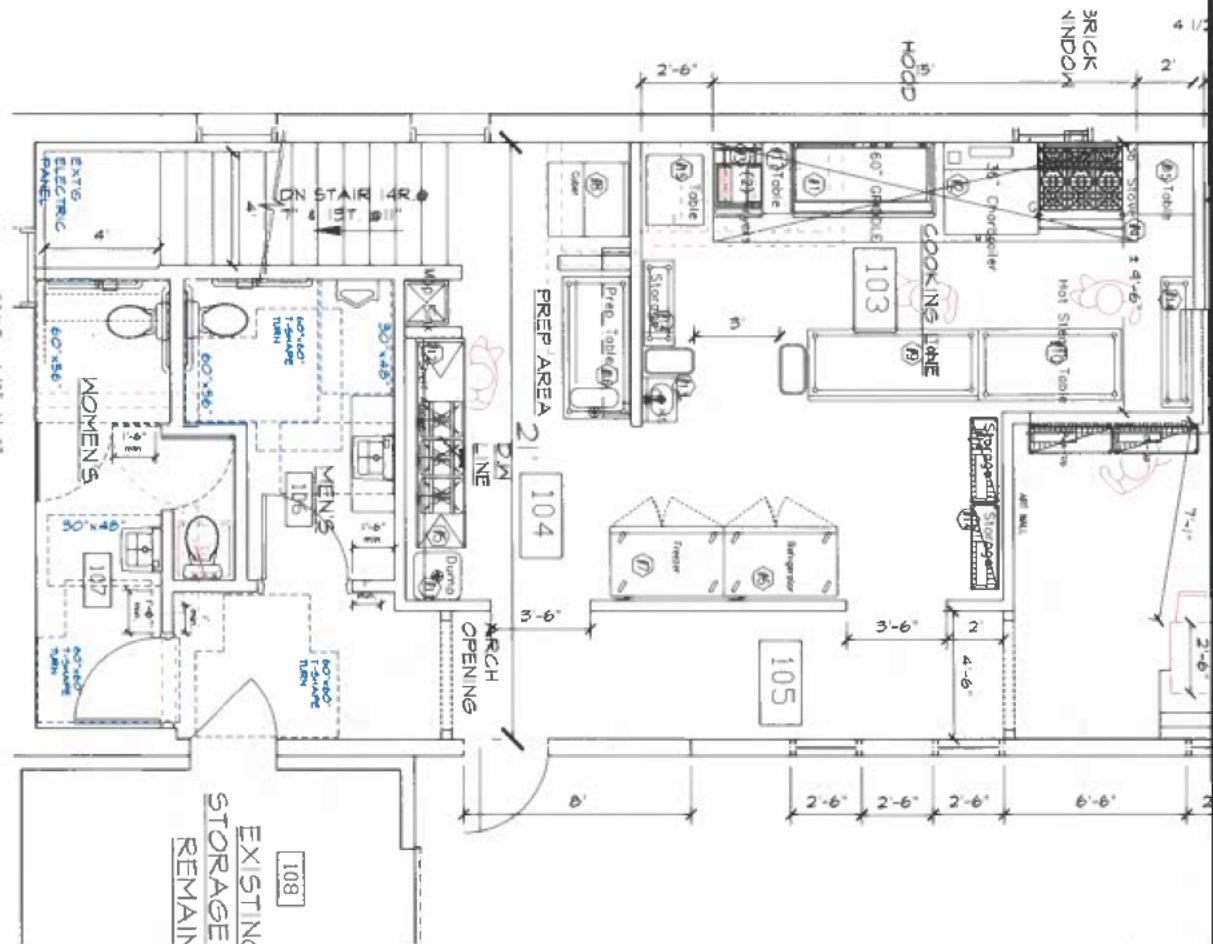
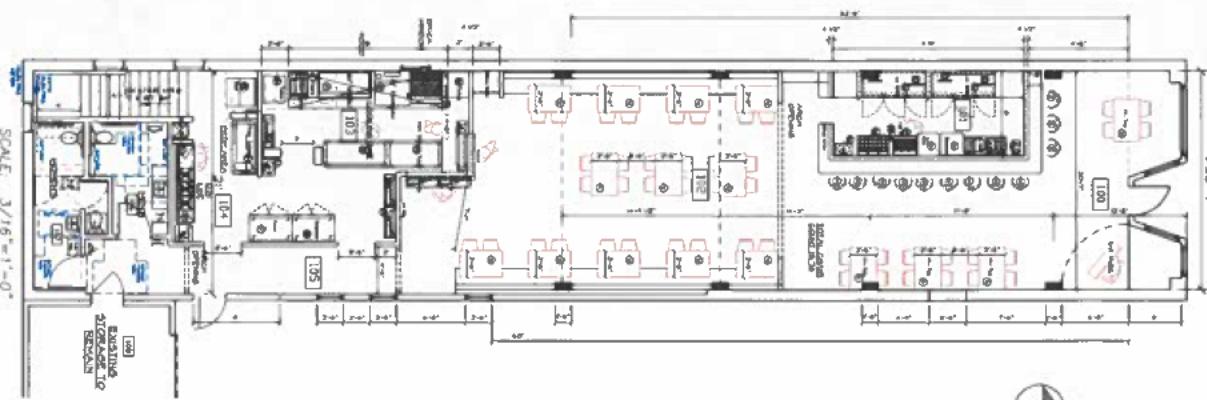
**Confirmation
Number** 30304579

Payment Information

**Transaction
Amount** \$150.00

**Payment
Processor Fee** \$3.38

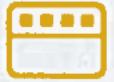
Total Fee \$153.38



DESIGN DEVELOPMENT

INTERIOR RENODE FOR: GALLO SANTO RESTAURANT 215 WEST MAIN ST. CHARLES, IL.	
Norris Architects Inc.	
 <p>200 Adams Court St. Charles, Illinois 60174 Ph. 630/522-4794/4796 Fax 630/522-15262</p>	
DRAWING NO. 101	SHEET NO. 101
DATE DRAWN: 12/1/2025	
P.T.M. All rights reserved.	
A 1.0	

Gallo Santo - Site Plan



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

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

BUSINESS CONTACT INFORMATION

Corporate name: BYT ENTERPRISE LLC

DBA: GALLO SANTO

Phone: (630) 532-3103 **Fax:** **E-mail:** restaurants@thegallosanto.com

Address: 215 W Main Street

City: Saint Charles

State: Illinois

**ZIP
Code:** 60174

Expected date of business opening (Required): March, 2026

TAX PREPARER INFORMATION

Name of Tax Preparer: Miguel A. Torres

Phone: (773) 542-5055 **Fax:** **E-mail:** miguel@torresacct.com

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



Certificate of Completion

This is to certify that

Beatriz Aguirre

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 11-21-2025

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

Certificate # 16489303


John Comly
President, CEO and Director

225 East Robinson St Ste 570
Orlando, FL 32801



Certificate of Completion

This is to certify that

SALVADOR AGUIRRE

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 12-03-2025

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

A handwritten signature in black ink that reads "John Comly".

John Comly
President, CEO and Director

Certificate # 16489722

225 East Robinson St Ste 570
Orlando, FL 32801



Certificate of Completion

This is to certify that

Tanya Aguirre

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 12-03-2025

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

A handwritten signature in black ink that reads "John Comly".

John Comly
President, CEO and Director

Certificate # 16489723

225 East Robinson St Ste 570
Orlando, FL 32801



Certificate of Completion

This is to certify that

Yahaida Aguirre

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 11-21-2025

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

A handwritten signature in black ink that reads "John Comly".

John Comly
President, CEO and Director

Certificate # 16489301

225 East Robinson St Ste 570
Orlando, FL 32801

LEASE

Date of Lease: When Signed by all Parties
Term of Lease: Beginning: November 18, 2025 Ending: February 28, 2033

Lessee's Occupancy Date: Upon signing Lease
Location of Premises: 215 W. Main Street, St. Charles, Illinois 60174
Purpose of Lease: Operation of Restaurant and Bar ("Intended Use")
Lessee: BYT Enterprise, LLC
dba GALLO SANTO
[REDACTED]

Lessor: Email: restaurants@thegallosanto.com
RP Family Trust
512 South 14th Avenue
St. Charles, Illinois 60174
Email: rehmelectric@att.net

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. **TERM OF LEASE:** The term of this lease shall commence November 1, 2025 and terminate on February 28, 2033. Lessee has one seven (7) year option to renew this lease based on the mutual agreement of the Parties including the amount of rent. Lessee shall have the right of first refusal to rent the premises. Lessee has the right to terminate the lease anytime after February 28, 2029, by giving Lessor 90 days advance notice.

2. **RENT.** November 18, 2025 -March 17, 2026 rent is abated*

March 18, 2026, to February 28, 2027 = \$3,200.00 per month, with March pro-rated.
March 1, 2027, to February 29, 2028 = \$3,200.00
March 1, 2028, to February 28, 2030 = \$3,400.00
March 1, 2030 to February 28, 2033 = \$3,500.00

Rent is due on or before the first day of each month. Any payments received after the first day of each month shall bear a late charge of 5% of the total rents due for said month. Real estate taxes are included in the rents above.

* This lease is contingent upon Lessee procuring all required licenses to operate the restaurant and bar during the abatement period or any reasonable extension thereof. The Lessor shall be entitled to retain the security deposit as liquidated damages if Lessor installs the heating and cooling system or the electrical system or pays half the cost of the sprinkler system.

3. **UTILITIES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this Lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid, together with any sums paid by Lessor to keep the Premises in clean and healthy condition, as herein specified, are declared to be so much additional rent plus 5% and payable with the installment of rent next due thereafter. Lessee is further responsible for all phone charges and/or charges for fax, modem or phone line, internet, garbage and refuse pickup attributable to the Premises. All utilities are separately metered and invoiced unless Lessee is advised differently prior to lease execution. If advised there are utilities not separately metered, Lessee shall pay Lessee's proportionate share of the bills calculated using the square footage of the Premises as the numerator and the

total square footage of the property for which the Utility invoice is incurred.

4. **SECURITY DEPOSIT.** Lessee shall at the time this Lease is executed deposit with Lessor the sum of Six Thousand Seven Hundred Dollars and No Cents (\$6,700.00) Said funds shall be held by Lessor (without interest) as a Security Deposit to partially secure faithful performance by Lessee of all of the covenants, conditions, and agreements in this Lease set forth and contained herein on the part of Lessee. Lessee agrees that the Security Deposit may be applied by the Lessor to cure any default without prejudice to any other remedy which Lessor may have on account thereof, and upon such application Lessee shall pay to Lessor on demand that amount so applied which shall then be added to the Security Deposit so that same may be restored to its original amount. Lessor agrees that if Lessee shall faithfully perform and observe all of the covenants, conditions, and agreements in this Lease, then within thirty days of the Termination Date, the remaining balance of the sum deposited, less any portion previously applied, shall be returned to Lessee within thirty (30) days of Lessee vacating the Premises and surrendering possession thereof to Lessor in satisfactory condition. In the event of bankruptcy or other creditor debt proceedings against Lessee which result in a third party claim on the Security Deposit, the Security Deposit shall be deemed to be first applied to the payment of rents and other sums due Lessor for all periods prior to the filing of such proceedings. Lessor shall deliver the Security Deposit to a purchaser or transferee of Lessor's interest in the building in the event that such interest be sold or otherwise transferred or conveyed, and Lessor shall thereupon be discharged from any further liability or obligation to Lessee with respect to the Security Deposit.

5. **ASSIGNMENT.** The Premises shall not be sublet, licensed, or any other possessory interest granted in whole or in part to any person other than Lessee, and Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained, which shall not be unreasonably withheld, nor permit to take place by any act or default of itself or any person within its control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the premises, nor any portion thereof, by placing notices or signs of "To Let" or any other similar sign or notice in any place, nor advertise the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this Lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this Lease for the then unexpired portion of the term hereby created, as liquidated damages. In the event Lessor shall release and collect rents for the unexpired portion of the Lease, Lessee will be entitled to a reimbursement of the amount paid as liquidated damages in an amount equal to that collected by Lessor, up to a maximum of the amounts paid by Lessee as liquidated damages.

6. **LESSEE NOT TO MISUSE; PERMITTED AND EXCLUSIVE USE.** Lessee will not knowingly permit any unlawful practice, with or without Lessor's knowledge or consent, to be committed or carried on in the Premises by Lessee or Lessee's agents or invitees. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein before specified. Unless utilized in the normal course of business for Lessee's intended use of the Premises, Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose, other than that specified herein, without prior written consent of Lessor. Lessee agrees that it shall promptly comply with all ordinances and regulations of the State, County, City and governmental agencies applicable to said demised Premises, and all ordinances imposed by the Board of Health, Sanitary, Fire Departments and Police Departments for the correction, prevention and abatement of nuisances in or upon or connected with said demised Premises during the term of this Lease, at Lessee's sole expense and cost, unless any violations requiring remedial action existed prior to Lessee's tenancy. In the event any remedial action is required due to a pre-existing condition, the cost of such remedial action shall be born by Lessor. Notwithstanding the above, the Lessee shall be permitted to use substances typically used in the in Lessee's business provided they are disposed of according to all relevant municipal, state and federal laws for medical waste.

7. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the interior of the Premises. is a shell without the improvements needed for the operation of a restaurant and bar. No agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or its agent prior to or at the execution of this Lease except those expressed herein. At their sole cost, Lessor has agreed to (a) install a seven and one-half (7.5) ton

and a three (3) ton heating cooling system on the roof of the Premises provided this tonnage meets city code requirements, Lessee shall be responsible for all venting and duct work, (b) install an electrical system at the Premises, and (c) to share ½ of the cost of the sprinkler system including installation at the Premises. Said requirements to be as designated by the City of St. Charles building department.

8. REPAIRS AND MAINTENANCE. In lieu of paying a monthly maintenance fee to the Lessor for maintenance repairs, Lessee at its own expense will be responsible for the first one thousand dollars (\$1,000.00) of repairs and maintenance of the Premises. Further tenant will keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such case made and provided, and the directions of public officers thereunto duly authorized, only if said repairs arose from Tenant's neglect of a known issue. Lessor is solely responsible for costs incurred in repairing or replacing the roof. Upon termination of this Lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear expected. Lessee shall make all necessary repairs and renewals upon Premises and replace broken fixtures with material of the same size and quality as that broken. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, after reasonable notice and time to cure, Lessor may enter the same, outside of Lessee's business hours, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. Excluding Lessee's personal property, fixtures, and medical equipment, all improvements made to the building that are affixed to the building of a permanent nature or that result in structural changes to the building shall become the property of the Lessor upon the expiration or termination of the Lease without any reimbursement to Lessee by Lessor. Lessee shall maintain full general liability and workmen's compensation insurance coverage for all employees, tradespersons, and other persons, who perform labor, services or materials for or on the Premises in the amount set forth in Paragraph 27. In addition, Lessee shall not allow any liens for materials or services to be placed against the Premises for any remodeling, refurbishing or repairs to the Premises initiated by Lessee. Lessee shall provide Lessor with final lien waivers for all materials and labor and services undertaken by Lessee on and for the Premises, and all materials and labor and services undertaken by Lessee on and for the Premises, and all materials and labor will be paid by Lessee and will not become a lien on Lessor's Premises. Copies of proof of insurance are required before any work may begin.

The term Maintenance Expenses shall not include repair, restoration or other work occasioned by fire, windstorm, or other casualty with respect to which landlord actually receives insurance proceeds.

9. ACCESS TO PREMISES. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises with 24 hour notice for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make. At time of occupancy, Lessor shall tender to Lessee two complete sets of keys to all locks at the Premises. Should Lessee desire to rekey locks and doors, Lessor grants Lessee the right to rekey said locks and door of the Premises at Lessee's sole expense. Upon the rekeying of the Premises, Lessee shall furnish a complete and full set of keys to Lessor.

10. NON-LIABILITY OF LESSOR. Except as provided herein or by Illinois law, unless a result of Lessor's willful neglect and/or negligence, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defective plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, unless Lessor has been informed of the problem and failed to remedy within a reasonable time, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of

adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being hereby expressly waived by Lessee.

11. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Subject to the terms of Paragraph 30 below, Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window or exterior surface, , in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained, which consent shall not be unreasonably withheld, with Lessor's response being provided within fifteen (15) business days of receipt of Lessee's request. Notwithstanding the foregoing, Lessee shall be permitted to place approved signage on building (exterior wall of Premises only), in the lobby directory, and on monument sign. The provisions of this paragraph shall further include the executed construction plans executed by all parties. The erection of partitions without consent in writing of Lessor, and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same and Lessee agrees to pay the expense of removal and storage thereof. Lessee shall, and hereby agrees to keep and maintain, any and all signs erected, placed or installed by it upon the Building or within the Premises as may be approved by Lessor, including, without limitation, all mechanical and all electrical components thereof, in a neat, clean and orderly fashion and in good condition and repair. All damaged signs and all burned out bulbs, neon tubes and lighting of any kind shall be promptly repaired and replaced by Lessee, at its expense. It is agreed that Lessee will be allowed to attach a channel letter sign to the front of the building as long as said sign complies with local ordinance. Lessee will also be allowed to attach removable vinyl lettering to the front and side windows and glass doors, if applicable. Notwithstanding the foregoing, Lessor shall not be permitted to retain Lessee's medical equipment and medical fixtures pursuant to the terms of this paragraph.

12. **FIRE CASUALTY AND TAKING.** In case the Premises shall be rendered untenantable as determined by Lessee due to fire, explosion or other casualty, Lessor may, at his option, terminate this Lease or repair the Premises within one hundred and eighty (180) days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessee's obligation to pay rent shall be suspended until the Premises are tenantable. If any portion, other than the entire Premises, are untenantable for Lessee's Intended Use, as determined by Lessee due to fire or other casualty, Lessee's obligation to pay rent shall be abated in an amount proportional to the square footage that is rendered untenantable. Notwithstanding the foregoing, should the Building or Premises be destroyed to such a point that Lessor cannot repair or restore the Premises within one hundred and eight (180) days of the date of such casualty to the state the Premises existed prior to such casualty, or if at any time Lessor makes the determination not to proceed with rebuilding and restoring, then in such event Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

13. **TERMINATION: HOLDING OVER.** At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire or other casualty and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessor agrees in writing that Lessee may hold over after the expiration or termination of this Lease and if the parties do not otherwise agree, the hold over tenancy shall be subject to termination by Landlord at any time upon not less than five (5) days advance written notice, or by Lessee at any time upon not less than (30) days advance written notice. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Paragraph 3, or (b) creation of a month-to-month tenancy, upon the terms of this Lease except at double the monthly rental specified in Paragraph 3, or (c) creation of a tenancy at sufferance, at a rental of Two Hundred Forty Dollars & No Cents (\$240.00) per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth due to Lessee's breach of Lessee's obligations under the Lease nor shall it otherwise limit Lessor's remedies at law; nor shall receipt of any rent or any other

act in apparent affirmation of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

14. LESSOR'S AND LESSEE'S REMEDIES. Lessee shall not vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period in excess of ten (10) business days, or in case of the nonpayment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained. With the exception of non-payment of rent, Lessee shall have a period of thirty (30) business days to initiate steps to cure Lessee's default, after written notice to cure any default claimed by Lessor which must be described in said notice to Lessee with particularity. Notwithstanding the foregoing, the Lessee shall be permitted to close for reasonable times for vacation or illness. Lessee's right to the possession of the Premises thereupon shall terminate with notice and demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with notice of such election, this Lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof to the extent permitted by law. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights hereby given Lessor, or as an election not to proceed under the provisions of the Lease.

In the event of default by Lessor or breach of any covenant in this Lease by Lessor, Lessee may pursue an action for damages, but prior to any such action Lessee will give Lessor written notice specifying such default with particularity. In the event Lessor fails to undertake measures to cure Lessor's default of breach within thirty (30) business days, Lessee shall have the option of terminating the Lease, with all obligations of Lessee under the terms of the Lease to pay rent terminated and prorated through the date Lessee surrenders possession in accordance with the terms and requirements of the Lease, in the same condition of cleanliness, repair and sightliness as at the date of the occupancy, loss by fire and reasonable wear and tear excepted. In the alternative, in the event Lessor fails to timely cure Lessor's default and/or breach, without waiving or releasing Lessor from any obligation under this Lease, Lessee may, but shall not be obligated to cure such default, with Lessor reimbursing Lessee for the costs associated with such cure within fifteen (15) business days of demand for such reimbursement. If Lessor fails to so reimburse Lessee, or to contest in good faith within such fifteen (15) business day period and such failure continues for ten (10) business days after receipt of an additional written notice from Lessee, then Lessee may maintain an action against Lessor for actual damages.

15. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as required by Illinois law), be relet by Lessor, for the benefit of Lessee. However, nothing above to the contrary, the Lessor recognizes its continuing right to mitigate its damages in such circumstances. Lessor shall not be required to accept or receive any Lessee offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or Lessee to mitigate the damages of Lessee or otherwise, except as reasonably necessary to mitigate the Lessee's damages hereunder. If a sufficient sum shall not be received from such reletting to satisfy the rent hereby required, Lessee agrees to pay and satisfy any and all deficiencies.

16. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including reasonable fees of attorney, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease, or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease. However, any litigation where Lessor is named a party due to the condition of the Premises for which Lessee is not responsible, Lessor shall pay their own attorney's fees and those of Lessee. Further, Lessor shall pay all Lessee's costs, charges and expenses, including reasonable fees of attorney, agents and others retained by Lessee, incurred in enforcing any of the obligations of Lessor under this Lease. In the event that either party commences an action or proceeding to pursue any of its rights or remedies under this Lease, the non-prevailing party

shall pay to the prevailing party all reasonable attorney fees and disbursement incurred by the prevailing party in connection with such action or proceeding (including any appeal and the enforcement of any judgment or award).

17. **LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this Lease, to secure the payment of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said Premises and who may relet the same under the orders of the court appointing him.

18. **REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten (10) business days after Lessor's written notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and reasonable attorney's fees and costs plus interest on funds expended at ten percent (10%).

19. **REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, ten-day notice, other notice to collect, demand for possession, or notice that the Tenancy hereby created will be terminated on the day therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. **NOTICES.** Notices may be served on either party at the respective addresses set forth above, either: (a) by delivering or causing to be delivered a written copy thereof, (b) by sending a facsimile and by subsequently supplying confirmation of transmission of said facsimile via certified mail with receipt requested, or (c) by sending via email at the email address set forth above with subsequent proof of transmission provided upon request.

21. **MISCELLANEOUS.** Provisions typed on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

22. LESSOR'S & LESSEE'S RIGHTS.

During the term of this Lease the Lessor shall possess the following rights:

- (a) To inspect the Premises upon reasonable notice to Lessee which shall not be less than 24 hours, and to make repairs, additions or alterations to the Premises, which are either Lessor's responsibility hereunder or are Lessee's responsibility, which Lessee has failed to perform as required herein;
- (b) In the event of an emergency, to enter the Premises without notice to Lessee and to take any reasonable steps necessary in order to eliminate said emergency. At all times Lessee shall provide Lessor with keys to the Premises;
- (c) During the last three (3) months of the lease term, to place and maintain a "For Rent" sign on the Premises and during the entire term of the Lease to place and maintain a "For Sale" sign on the Premises not to obscure Lessee's other signage and not to exceed 4 ft. x 4 ft. in total size ..
- (d) To show the Premises to prospective purchasers, mortgagees, appraisers or other persons having a legitimate interest in viewing the same, and any time within a six-month period prior to the expiration date of the lease term to persons wishing to rent the Premises

During the term of this Lease, Lessee shall possess the following rights:

- (a) Lessee shall have the right of first refusal to purchase the property at a fair market value price less the cost of improvements paid by Lessee.
- (b) Utilization of the back patio area for additional dining.
- (c) Dumpster storage on adjacent property at the location specified by Lessor.
- (d) The right to utilize two parking spaces behind the building for employee parking.
- (e) The right to terminate the lease or option after February 28, 2029, with appropriate notice given to Lessor.

23. **RULES AND REGULATIONS.** Lessee agrees at all times to abide by the following rules and regulations and such other rules and regulations as Lessor may establish from time to time:

- (a) All garbage and refuse shall be kept in closed containers stored on the adjacent property also owned by Lessor, at the location specified by Lessor and Lessee shall pay the costs of trash removal. It is further agreed that Lessee shall place all garbage as not to cause garbage to be scattered across the Premises. Where applicable Lessee shall place all recycling in separate containers also to be stored on the adjacent property also owned by Lessor at the location specified by Lessor. Should Lessor sell the adjacent property, a term of sale must include Lessee's ability to have trash and recycling containers on the adjacent property.
- (b) All grease traps or other methods of collecting grease/oil shall be cleaned at regular intervals and at a minimum of once per month and Lessee shall pay all costs. Additionally Lessee shall pay all costs of installation, maintenance and removal of grease traps.
- (c) The outside area immediately adjoining the Premises shall be kept clean and free from snow, ice, dirt and rubbish by Lessee to the satisfaction of Lessor, and Lessee shall not place or permit any obstructions or merchandise in such areas.
- (d) Lessee shall use, at Lessee's cost, a pest extermination contractor in such intervals as may be required and keep Premises free of all pests and rodents.
- (e) Lessee is to be responsible for its own fire and/or burglar monitoring. Lessor agrees to pay $\frac{1}{2}$ the cost of installation of a fire sprinkler system that meets municipal codes.
- (f) Lessee hereby promises that it shall not allow nor permit others to bring any animals of whatsoever kind on the Premises. This prohibition does not apply to service dogs.
- (g) Lessee agrees to abide by all applicable governmental rules, regulations and codes as may have applicability to the operation of its business.
- (h) Lessor at its discretion may immediately void this Lease if Lessee permits, by itself, its agents or by any other person, any unlawful use or possession of illegal drugs or drug paraphernalia on the Premises.
- (i) All loading and unloading of goods shall be done only at such times, in the areas designated for such purposes by Lessor. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Lessor are necessary for the proper operation of the Premises.
- (j) It is agreed and understood by all parties that the possibility for excessive noise at the Premises exists and that Lessee shall do everything possible to prevent disturbances to any of the commercial tenants, as well as the public at large. In that connection, Lessee shall extend its full cooperation to the police department and to Lessor. Further, Lessee shall be responsible for the maintenance of the exterior of the Premises, both front and rear, so as to keep the Premises in a sightly condition and remove garbage and debris that may result from patrons to Lessee's business discarding trash outside the building.
- (k) No radio or television or other similar device shall be installed without first obtaining in each instance Lessor's consent in writing. No aerial, antenna or satellite dish of any kind shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Lessor. Any aerial, antenna or satellite dish so installed without such written consent shall be subject to removal without notice at any time.
- (l) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Lessor. Lessee will comply with local noise ordinances regarding same.
- (m) Lessee shall post a notice in the restaurant restrooms that the plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein. Lessee agrees to pay \$1,000.00 towards any plumbing repair bill. .
- (n) Lessee agrees not to change the advertised name of the business being operated in the Premises without the written permission of Lessor, which permission shall not be unreasonably withheld.

24. **SEVERABILITY.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render

invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

25. **COMPLIANCE.** Lessee and Lessor will in every respect comply with the ordinances and regulations of the municipality aforesaid, with the rules and orders of the health officers thereof, with the orders and requirements of the police department, with the requirements of any underwriters' association so as not to increase the rates of insurance upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matters coming within their jurisdiction.

26. **INSURANCE BY LESSEE.** Throughout the Lease Term, Lessee shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage. In addition to maintaining the insurance herein described, Lessee expressly agrees and promises to indemnify and hold the Lessor harmless for any and all liability in connection with the ownership, operation, maintenance, and use of any business or activity of Lessee on the Premises covered by this leasehold. Whether for change of coverage or any other termination of the policy, in the event any of the insurance as described below is to become terminated, notice shall be given to Lessor upon receipt of notice of termination or 14 days prior to the effective date of such termination, whichever is later to occur.

(a) **Liability Insurance.** Lessee shall provide and keep in full force and effect a policy of comprehensive general public liability and property damage insurance providing coverage against liability for personal injury, death and property damage having a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) with respect to injuries, deaths or damages in any one occurrence, and with deductible amounts not exceeding FIVE THOUSAND DOLLARS (\$5,000.00) for each occurrence. Said insurance, and any and all other liability insurance maintained by Lessee in excess of or in addition to that required hereunder, shall include protection for, and, in addition to Lessee, shall name as an additional insured, Lessor, its officers, directors, members, managers, and owners and any lender hereafter holding any interest in Premises, the effect of which will insure it (and, if available, then) in respect of any and all loss or liability resulting from personal injury, death or property damage arising or occurring upon, or in connection with, or by reason for the use and occupancy of the Premises or by reason of the operation of the business contemplated by this Lease to be conducted by Lessee upon, within and from the Premises (and, if insurance covering the acts or omissions of the following is available, by any person controlling, controlled by or under common control with Lessee or by Lessee's subtenants and concessionaires).

(b) **Dram Shop Insurance.** In the event that at any time during the Term of this Lease, beer, wine or other alcoholic beverages or liquors are sold (or given away) upon, within or from the Premises, Lessee shall obtain, maintain and keep in force, dram shop insurance with policy limits equal to those hereinabove specified and with respect to liability insurance covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Illinois and fully protecting both Lessee and Lessor in connection with any such sales of alcoholic beverages. In the event Lessee shall fail to procure such insurance when required, as aforesaid, Lessor may procure the same at Lessee's expense and in the event Lessor shall be unable to do so, then all sales of alcoholic beverages by Lessee shall forthwith be suspended until such coverage is again in force. In the event Lessee initiates business practices including the sale of alcoholic beverages, Lessee shall at all times maintain a valid liquor license and pay all fees in relation thereto. Nothing herein shall constitute Lessor's consent to the sale of alcoholic beverages. Said Lessor consent, if granted, must be in writing.

(c) **Plate Glass Insurance.** Lessee shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises in amounts which reasonably assure that there will be sufficient process to replace all plate glass in the windows and doors in the Premises. Notwithstanding the foregoing, so long as damage to any glass is not due to negligence and/or willful acts of Lessee or Lessee's agents and/or invitees, Lessor shall be responsible for the costs associated with repairing and/or replacing glass.

(d) **Workers' Compensation Insurance.** Lessee shall provide and keep in full force and effect Workers' Compensation Insurance covering all his employees and agents in the operation of his business, in a form and with coverage limits not less than \$500,000 or such higher amount as prescribed by the laws of the State of Illinois, and employers' liability insurance.

(e) **Builder's Risk Insurance.** Lessee will allow no person, company or corporation access to the Premises for the purpose of maintenance or improvements without first obtaining a certificate of insurance proving the existence of a current general liability and workmen's compensation insurance policy.

(f) **Contents Insurance.** Lessee shall provide and keep in full force and effect a policy of all risk or special form coverage insurance in an amount adequate to cover the replacement cost of all interior improvements made by Lessee in the

Premises and Lessee's Trade Fixtures, inventory and other contents located in the Premises from time to time covering loss occasioned by fire, windstorm, vandalism, malicious mischief, sprinkler leakage and other hazards and/or casualties including special extended coverage and said insurance shall include coverage against water damage to the contents of the Premises and personal property of Lessee. In addition to Lessee, such policy shall name Lessor as an additional insured. In the event this Lease is terminated following any fire, condemnation or other casualty, all insurance or condemnation proceeds resulting from the taking, destruction or damage to Lessee's interior improvements, other than proceeds relating to trade fixtures, medical equipment, moveable personal property and inventory, shall be paid to Lessor.

(g) Carriers and Features. All insurance policies required to be carried by Lessee as provided in this Lease shall be issued by fiscally responsible insurance companies (having a Best Rating of not less than A+) authorized and licensed to do business in the State of Illinois. All such policies shall be for periods of not less than one year and Lessee shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall name Lessor as an additional insured and require not less than fourteen (14) days written notice to Lessor prior to any cancellation thereof or any change reducing coverage thereunder. Lessee shall furnish Lessor with copies and evidences of all insurance policies required by this Lease. Lessee shall have all insurance required by this Lease in full force and effect as of 12:01 a.m. of Date of Lease.

(h) Payment of Premiums. Lessee shall pay the premiums for all insurance policies which Lessee is obligated to carry under this Article and, at least five (5) days prior to the date any such insurance must be in effect, deliver to Lessor a copy of the policy or policies, or a certificate or certificates thereof, along with evidence that the premiums therefore have been paid for at least the next ensuing quarter-annual period. Lessee shall also deliver to Lessor copies of all policies of liability insurance maintained by Lessee in excess of or in addition to the insurance required by this Article.

(i) Failure to Procure Insurance. In the event Lessee shall fail to procure insurance required under this Lease and fail to maintain the same in full force and effect continuously during the Term of this Lease, Lessor shall be entitled to procure the same, including Lessee as an insured, and Lessee shall immediately reimburse Lessor for such premium expense, with interest, as Additional Rent. Additionally, Lessor shall have the right, at Lessor's option, to treat such failure by Lessee to procure required insurance as an Event of Default hereunder.

(j) Waiver of Subrogation. Lessee agrees that, if any property owned by it and located in the Premises shall be stolen, damaged or destroyed by an insured peril, Lessor shall not have any liability to Lessee, nor to any insurer of Lessee, for or in respect of such theft, damage or destruction, and Lessee shall require all policies of risk insurance carried by it on its property in the Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against Lessor. In the event of any theft, damage or destruction to the Premises or personal property there shall be a mutual waiver of subrogation rights for liabilities covered by either party's insurance policies.

(k) Increase in Insurance Premium. Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire and extended coverage insurance policy. In the event that the insurance premiums applicable to fire and extended coverage insurance, carried by Lessor, covering the building shall be increased by reason of any use of the Premises made by the Lessee, Lessee shall pay to Lessor as Additional Rent, the amount of the increase in the insurance premium occasioned by such use.

27. ALTERATIONS AND IMPROVEMENTS. It is contemplated that Lessee will be undertaking certain remodeling and refurbishing of the Premises in order to conduct its restaurant-bar business. Lessee is solely responsible, at its sole cost, for any necessary upgrading of systems necessary for its use of the Premises or the operation of its business. All of said remodeling, refurbishing and repairs are undertaken at the sole expense and liability of Lessee. Lessee must obtain written permission of Lessor for any remodeling or refurbishing to the Premises and written plans are submitted to and approved by Lessor before any such work commences. Lessor shall provide written consent and/or approval, or otherwise provide a response to Lessee, within fifteen (15) business days of Lessee's request for consent and approval. Any improvements to Premises must be in compliance with the ordinances of the City of St. Charles or any other governmental agency having jurisdiction. It is the sole responsibility of the Lessee to obtain any permits or licenses that any governing body or authority may deem necessary for alterations. All improvements made to the building that are affixed to the building of a permanent nature or that result in structural changes to the building, shall become the property of the Lessor upon the expiration or termination of the Lease without any reimbursement to Lessee by Lessor. Lessee shall have the right to remove all trade fixtures and/or equipment, upon termination of the Lease so long as Lessee makes the necessary repairs in connection with the removal of said trade fixtures, and/or equipment. It is agreed, however, that Lessee shall not remove any carpeting, wall paper, partition, doorways, plumbing or kitchen fixtures without the consent of the Lessor. It is further agreed and understood that Lessee agrees to hold harmless and defend Lessor from any and all mechanic's liens which may arise out of any work Lessee may do to the Premises during the term of the Lease. Lessee shall maintain full general liability and workmen's compensation insurance coverage for all employees, tradespersons, and other persons,

who perform labor, services or materials for or on the Premises. In addition, Lessee shall not allow any liens for materials or services to be placed against the Premises for any remodeling, refurbishing or repairs to the Premises initiated by Lessee. Lessee shall provide Lessor with lien waivers for all materials and labor and services undertaken by Lessee on and for the Premises, and all materials and labor and services undertaken by Lessee on and for the Premises, and all materials and labor will be paid by Lessee and will not become a lien on Lessor's Premises. Lessee shall maintain full general liability and workmen's compensation insurance coverage for all employees, tradepersons, and other persons, who perform labor, services or materials for or on the Premises. Notwithstanding anything contained in this Lease to the contrary, it is acknowledged by Lessee that no promise as to the allowed zoning or permitted uses for the Premises has been made by the Lessor. Trade Fixtures includes, without limiting the generality of the foregoing, chairs, lighting specific to the operation of a Lessee's business, cabinetry, and other equipment generally used but, except as otherwise indicated, shall not include any items, improvements or fixtures which would reasonably be considered leasehold improvements. Lessee shall not be required to remove constructed alterations such as walls, bathrooms, ceilings, built in cabinetry, flooring, carpet or plumbing.

28. **INDEMNITY BY LESSEE.** Lessee covenants and agrees that it will protect and save and keep the Lessor, its officers, directors, shareholders, members, owners and employees named, forever harmless and indemnified against any claim arising out of Lessee's occupancy or use of the Premises, penalty or damages or charges imposed for any violation of any laws or ordinances, or covenants, whether occasioned by the neglect of Lessee or those holding under Lessee, (but not for any actions or inactions of the Lessor or its agents, servants or employees) and pursuant to said obligation, Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, costs, damage or expense, including attorney's fees, arising out of and from any accident or other occurrence on or about the Premises by Lessee or Lessee's agents and invitees, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify, and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, costs, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions hereof.

29. **EVENT OF DEFAULT.** Any one or more of the following events, hereinafter called an "Event of Default," shall constitute a default by Lessee hereunder.

- (a) The failure of Lessee to pay an installment of Rent when due, and such failure continues for ten (10) days after written notice thereof by Lessor to Lessee.
- (b) The making of an assignment by Lessee for the benefit of its creditors;
- (c) The taking of an action for the voluntary dissolution of Lessee.
- (d) The doing or permitting to be done by Lessee, without the written consent of Lessor, of any act which creates a mechanic's lien or claim therefore against any part of the Premises (without posting a bond therefore and pursuing a vigorous defense thereof); and the Event of Default described in this sub paragraph d continue for thirty (30) business days after written notice thereof by Lessor to Lessee;
- (e) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Lessee or for its adjudication as a bankrupt or insolvent or for the appointment of a receiver of the property of Lessee, if such proceedings are not dismissed and any receiver, trustee, or liquidator appointed therein discharged within ten (10) business days after the institution of such proceedings;
- (f) An attachment or execution is levied upon the Lessee's interest under this Lease which is not satisfied or released or stayed within thirty (30) business days thereafter; or
- (g) The failure of Lessee to perform any other of its covenants under this Lease for thirty (30) business days after written notice thereof by Lessor to Lessee.
- (h) The failure of Lessor to perform any of its covenants under this Lease for thirty (30) business days after written notice thereof by Lessee to Lessor.

30. **SUCCESSORS.** All covenants and agreements contained herein shall be binding upon and inure to, the respective rights of Lessor or Lessee or its successors, heirs, executors, administrators or assigns.

31. **ESTOPPEL CERTIFICATES.** Lessee shall from time to time, upon not less than ten (10) days prior written request from Lessor, execute, acknowledge and deliver to Lessor in a form reasonably satisfactory to Lessor or Lessor's mortgagee, a written statement certifying, if true, that Lessee has accepted the Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating

the modifications), that the Lessor is not in default hereunder, to the extent the same is true, the date to which the rental or other charges have been paid in advance, if any, or such other accurate certification as may be reasonably required by Lessor or Lessor's mortgagee. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises, and its respective successors and assigns.

32. **CAPTIONS.** The captions of this Lease are for convenience only and are not to be construed as part of the Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

33. **LAW APPLICABLE.** This Lease is executed in Kane County, Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, with venue lying solely in Kane County, Illinois.

34. **MODIFICATION OF LEASE.** This Lease shall not be modified or amended unless said modification is in writing, signed by all parties and specifically incorporated into this Lease.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

[REDACTED]
RP Family Trust (Lessor)

Date
11/18/25

[REDACTED]
BYT Enterprise, LLC (Lessee)

Date
11/18/25

GUARANTEE

On this 18th day of November, 2025 in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors hereby unconditionally guarantee the payment of rent and performances by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease during the term and any extension term(s).

[REDACTED]
Tanya Aguirre, personally

Address: [REDACTED]

[REDACTED]
Beatriz Aguirre, personally

Address: [REDACTED]

[REDACTED]
Yolanda Aguirre, personally

Address: [REDACTED]



ST. CHARLES POLICE DEPARTMENT EMPLOYMENT 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.

Yahaida Aguirre

Applicant's Name (Printed)

[Redacted]
/ Applicant's Signature

12/10/25

Date

Notary Signature & Stamp

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Yahaida Aguirre, 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.

Yahaida Aguirre

Applicant's Name (Printed)

12/10/25

Date

[REDACTED]

Applicant's Signature

12/10/25

Date

Notary Signature & Stamp

Date



ST. CHARLES POLICE DEPARTMENT LIQUOR BACKGROUND INVESTIGATION

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

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

Yahaida Aguirre

Applicant's Name (Printed)

[Redacted]
/ Applicant's Signature /

12/14/25

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Yahaida Aguirre, 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.

Yahaida Aguirre

Applicant's Name (Printed)

12/16/25

Date

[Redacted Signature Area]

Applicant's Signature

12/16/25

Date



ST. CHARLES POLICE DEPARTMENT EMPLOYMENT 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.

Beatriz Aguirre

Applicant's Name (Printed)

[REDACTED]

Applicant's Signature

12/14/25

Date

Notary Signature & Stamp

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

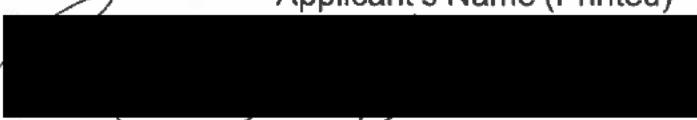
I, Beatriz Aguirre, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees 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.

Beatriz Aguirre

Applicant's Name (Printed)

12/14/25

Date



Applicant's Signature

12/14/25

Date

Notary Signature & Stamp

Date



ST. CHARLES POLICE DEPARTMENT LIQUOR BACKGROUND INVESTIGATION

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

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

Beatriz Aguirre

Applicant's Name (Printed)

[Redacted Signature]

12/16/25

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Beatriz Aguirre, 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.

Beatriz Aguirre

Applicant's Name (Printed)

12/16/25

Date

[Redacted area]

Applicant's Signature

12/16/25

Date



ST. CHARLES POLICE DEPARTMENT EMPLOYMENT 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.

Tanya G. Adairre

Applicant's Name (Printed)

[Redacted]

Applicant's Signature

12-16-2025

Date

N/A

Notary Signature & Stamp

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Tanya G. Aguirre, 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.

Tanya G. Aguirre

Applicant's Name (Printed)

12-16-2025

Date

A large black rectangular redaction box covering a signature.

Applicant's Signature

12-16-2025

Date

N/A

Notary Signature & Stamp

Date



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

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

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

Tanya G. Acuña
Applicant's Name (Printed)

 [Redacted Signature]

12-16-2025
Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Tanya G. Aguirre, 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.

Tanya G. Aguirre

Applicant's Name (Printed)

12-16-2025

Date

[Redacted]

Applicant's Signature

12-16-2025

Date