

Agenda
City of St. Charles
Liquor Control Commission Meeting
Monday, March 16, 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 February 17, 2026.
4. Motion to accept and place on hold the minutes of the Executive Session held on February 17, 2026.
5. Recommendation to approve Late Night Permits for Class B & C Licenses for FY 2026/2027.
6. Recommendation to approve a proposal for a B-1 Liquor License Application for Taco Dale, located at 3821 E Main St, St. Charles.
7. Discussion regarding a violation of a liquor and video gaming licenses for Nuova Italia, located at 18 N. 4th St., St. Charles.
8. Consideration to approve a proposal for a B-2 Liquor License Application for CMI Charles LLC D/B/A Tranita, located at 18 N 4th St, St. Charles.
9. Recommendation for approval of Sound Amplification Permit, New Class E-4 Temporary Liquor License, Parking Lot, and Road Closures for Pollyanna's Blues and Brews on the Fox 2026.
10. Public Comment.
11. Executive Session (5 ILCS 120/2 (c)(4)).
12. Adjournment.

ADA Compliance

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

Minutes
City of St. Charles
Liquor Control Commission Meeting
Clint Hull, Commission Chair
Tuesday, February 17, 2026, 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: Pietryla, Kanute, Gehm, Behrens

3. Motion by Gehm, second by Kante to accept and place on file minutes of the Liquor Control Commission meeting held on January 20, 2026.

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

Motion Carried

4. Discussion regarding a Complaint of Violation and Hearing Notice for Whole Foods Market Group LLC, d/b/a Whole Foods Market located at 300 S. 2nd Street, St. Charles.

Chair Hull read the notice of violation of Whole Foods Market for the following offense:

- Sold alcoholic liquor to a person under the age of twenty-one (21) years.

Attorney Kerstetter stated that the arraignment form was received and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

Ms. Kristina Dickens, the store manager, acknowledged that the store takes responsibility for the incident mentioned above and confirmed that all employees have undergone retraining on applicable state laws and regulations.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

5. Discussion regarding a Complaint of Violation and Hearing Notice for La Huerta Grill and Market Corporation, d/b/a La Huerta Grill and Market located at 580 S. Randall Road, St. Charles.

Chair Hull read the notice of violation of La Huerta Grill and Market for the following offense:

- Sold alcoholic liquor to a person under the age of twenty-one (21) years.

Attorney Kerstetter stated that the arraignment form was received and the licensee pleaded guilty and did not request a hearing.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

6. Discussion regarding a Complaint of Violation and Hearing Notice for Jewel Food Stores Inc., d/b/a Jewel-Osco Prairie & Randall, located at 2073 Prairie Street, St. Charles.

Chair Hull read the notice of violation of Jewel-Osco Prairie & Randall for the following offense:

- Sold alcoholic liquor to a person under the age of twenty-one (21) years.

Attorney Kerstetter stated that the arraignment form was not received.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

7. Discussion regarding a Complaint of Violation and Hearing Notice for Walgreen Co., d/b/a Walgreens #7292, located at 2751 E. Main Street, St. Charles.

Chair Hull read the notice of violation of Walgreens #7292 the following offense:

- Sold alcoholic liquor to a person under the age of twenty-one (21) years.

Attorney Kerstetter stated that the arraignment form was not received.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

8. Discussion regarding a Complaint of Violation and Hearing Notice for Mr. A's Liquor, LLC, d/b/a Mr. A's Prairies Liquor and Wine, located at 1401 Prairie Street, St. Charles.

9. Public Comment - None

10. Executive Session (5 ILCS 120/2 (c)(4)).

Motion by Pietryla, second by Gehm to enter into executive session at 4:46 pm for discussion – 5ILCS 120/2 (c)(4).

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

Motion Carried

Regular meeting resumed at 5:22 pm.

11. Adjournment.

Motion by Gehm, second by Kanute to adjourn the meeting at 5:22 pm.

Voice Vote: Ayes: Pietryla, Kanute, Gehm, Behrens; Nays: None. Absent: None;
Commissioner Hull did not vote as chair.

Motion Carried

:ms

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5
	Title:	Recommendation to approve Late Night Permits for Class B & C Licenses for FY 2026/2027	
	Presenter:	Police Chief Dan Likens	
Meeting: Liquor Control Commission		Date: March 16, 2026	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Per St. Charles City Code, the attached memo and spreadsheet memorialize the annual late-night permit request for all Class B and C liquor license holders for the fiscal year 2026/27. As the City Council is aware, the aforementioned liquor licenses are all licensed until midnight and permitted per our code to request either a 1:00 am or 2:00 am late-night permit on an annual basis.</p> <p>There are 27 late-night permit requests this year:</p> <ul style="list-style-type: none"> • 16 are B licenses (Last year 16) • 11 are C licenses (Last year 10) • 11 locations are requesting to stay open until 1:00 am (last year 12) • 16 locations are requesting 2:00 am permit requests (last year 14) • No new LNP requests 			
Attachments (please list):			
Late Night Permit Renewal Information 2026/2027			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve Late Night Permits for Class B & C Licenses for FY 2026/2027.			

Late-Night Permit Applications for 2026/27 Licensing Year

License Holder	Address	License Class	Permits
3RD STREET PUB	11 N Third Street, Units B & C	B	1AM
COOPER'S HAWK	3710 E Main Street	B	1AM
MCNALLY'S	109 W Main Street	B	1AM
THE GRACEFUL ORDINARY	3 E. Main Street	B	1AM
THE OFFICE	201 E Main Street	B	1AM
WHISKEY BEND	222 W Main Street	B	1AM
ALLEY 64	212 W Main St	B	2AM
FOX SOCIAL	104 E Main Street	B	1AM
FLAGSHIP ON THE FOX	100 S Riverside Avenue	B	2AM
RIVERSIDE PIZZA & PUB	102 E Main Street	B	2AM
ROOKIES	1545 W Main St	B	2AM
THE EVERGREEN PUB & GRILL	1400 W Main St	B	2AM
THE FILLING STATION	300 W Main St	B	2AM
EL SANTO MEXICAN GRILL & CANTINA	3615 E Main Street	B	2AM
THE HIVE	204 W Main Street	B	2AM
R-HOUSE	214 W Main Street	C	1AM
ROSATI'S PIZZA	550 N Kirk Road	B	2AM
RUDY'S	210 W Main Street	C	1AM
THE LEWIS	106 E Main Street	C	1AM
BOGART'S BAR	219 W Main Street	C	2AM
DUKES NORTHWOODS, LLC	7 E. Main Street	C	2AM
SECOND STREET BAR & GRILL	221 S Second Street	C	2AM
THE BEACH HUT	8 N Third Street	C	2AM
REC HAUS	12 N 3rd Street	C	2AM
PLAYA	2061 B Lincoln Highway	C	2AM
LIQUOR N WINE #3PM	2460 W Main Street Suite 105	C	1AM
THE HOUSE PUB	16 S Riverside Ave	C	2AM
Totals:	Liquor Class B	16	
	Liquor Class C	11	
	1AM Permit		11
	2AM Permit		16

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6

Title:

Recommendation to approve a Proposal for a B-1 Liquor License Application for Taco Dale, Located at 3821 E Main St, St. Charles

Presenter:

Police Chief Dan Likens**Meeting:** Liquor Control Commission**Date:** March 16, 2026**Proposed Cost:** \$**Budgeted Amount:** \$ N/A**Not Budgeted:** **TIF District:** None**Executive Summary** (if not budgeted, please explain):

Taco Dale, located at 3821 E Main St, is requesting approval of a B-1 liquor license application for their business.

Attachments (please list):

Liquor License

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a Proposal for a B-1 Liquor License Application for Taco Dale, located at 3821 E Main St, St. Charles.



Memo

Date: 3/11/2026
To: Clint Hull Mayor-Liquor Commissioner
From: Dan Likens Chief of Police
Re: Background Investigation- Taco Dale St. Charles 3821 E. 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.

Taco Dale St. Charles will be located at 3821 E. Main St. and is owned by Ilda Rodriguez, Fernando Rodriguez, and Gustavo Martinez Rodriguez. The business will be a new Mexican restaurant which is currently undergoing buildout. The owners currently operate 7 other locations with 6 branded Taco Dale. The restaurant will operate 7 days a week with hours from 10am – 10pm. They have not yet hired additional employees at time of the application. The primary applicants are all BASSET Certified.

The site location/floor plans and the corresponding application materials were reviewed by my staff. Reviews of the Illinois Liquor Control Commission were conducted and no items to note.

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

Memo

DJL #4/00

To: Chief Dan Likens #400

From: Detective Sergeant J. Dony #376

Date: 02/09/2026

Subject: Background Investigation – Liquor License Application for Taco Dale St. Charles.

Purpose

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 **Taco Dale St. Charles**, to be located at **3821 E. Main St., St. Charles, Illinois**.

Applicants

Ilda Rodriguez

DOB [REDACTED]

Fernando Rodriguez

DOB [REDACTED]

Gustavo Martinez Rodriguez

DOB [REDACTED]

Application

The application was received on or around **January 26, 2026**. It was found to be complete and included a signed lease, menu, floor plan, and a Certificate of Insurance (Dram Shop). Ilda, Fernando, and Gustavo are listed as **Members (part owners)** of Taco Dale St. Charles Belen 10 Corporation.

At this time, no staff members have been hired, and therefore **BASSET certificates** Ilda and Gustavo were provided.

Records Checks

Both applicants were fingerprinted. Responses from the **FBI and Illinois Bureau of Identification** for Ilda, Fernando and Gustavo revealed **no findings that would disqualify them** from obtaining a liquor license.



- Ilda advised she has lived in Naperville for the past **21 years**.
- Fernando advised he has lived in Oswego for the past **1 year**.
- Gustavo advised he has lived at his current address for the past **15 years**.

A records check through **St. Charles, Kane County**, and the applicants' respective jurisdictions showed **no contacts or incidents** that would preclude them from receiving a liquor license.

A review of the **Illinois Liquor Control Commission** database showed current, active licenses associated with Ilda, Fernando, and Gustavo and/or **Taco Dale Belen 10 Corporation** for the following restaurants:

- Taco Dale Cantina – Oswego, IL (Ilda and Fernando)
- La Colonia Mexican Bar & Grill – Romeoville, IL (Ilda and Fernando)
- Taco Dale – Bolingbrook, IL (Ilda and Fernando)
- Taco Dale – Romeville, IL (Ilda and Fernando)
- Taco Dale – Lisle, IL (Ilda and Fernando)
- Taco Dale – Aurora, IL (Ilda and Fernando)
- Taco Dale – Batavia, IL (Ilda and Fernando)

All listed municipalities were contacted and reported **no issues or records** that would prevent approval of the license.

Checks through **TLO** and **I-CLEAR** (law enforcement databases) also revealed **no disqualifying information**, and a review of the **Illinois Secretary of State** confirmed that **Belen 10 Corporation** remains in **good standing**.

Interviews with Applicants

On **January 27, 2026**, I met with Ilda Rodriguez. She stated that she has been in the restaurant business for **15 years** and believes St. Charles is a strong market for new dining establishments. She expressed enthusiasm about bringing Tac Dale to the community.

On **January 27, 2026**, I met with Gustavo Rodriguez. He stated that he has been business partners with his mother Ilda Rodriguez for approximately **5 years**. Gustavo looks forward to continuing learning the family business and bringing their passion with food to St. Charles.

On **January 27, 2026**, I met with Gustavo Martinez Rodrigues. He stated that she has been in the restaurant business for **20 years**. He has been the head cook for Taco Dale for many years and is excited to be brought in as part owner in this new location.

Site Visit and Follow-Up

On **February 9, 2025**, I conducted a site visit at 3821 E. Main St. and met with Ilda Rodriguez. The interior of the restaurant was under construction as part of a remodel. Ilda provided a tour and identified the layout, which matched the floor plan submitted with the application.

She advised that they anticipate being **operational in March 2026**, and plan to begin selling alcoholic beverages upon opening.

The business model will mirror their other restaurant operations, with **hours of operation from 10:00 a.m. to 10:00 p.m., Monday through Sunday**.

Conclusion

Based on all information obtained, there were **no findings that would preclude issuance** of a liquor license for Taco Dale St. Charles, Bien 10 Corporation.

This concludes the background investigation.

Joseph Dony #376

Detective Sergeant

St. Charles Police Department



LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Ilda Rodriguez, Fernando Rodriguez, Gustavo Martinez Rodriguez

BUSINESS: Taco Dale St. Charles, Bien 10 Corporation

ADDRESS: 3821 E. Main St. St. Charles, IL 60007

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

* COMMENTS: _____

INVESTIGATOR ASSIGNED: _____

SUPERVISOR REVIEW: _____



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.

Gustavo Martinez Rodriguez
Applicant's Name (Printed)



Applicant's Signature

01-27-26

Date



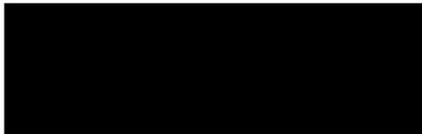
**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

I, GUSTAVO MARTINEZ RODRIGUEZ 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.

Gustavo Martinez Rodriguez
Applicant's Name (Printed)

01-27-26
Date



[Redacted Signature]
Applicant's Signature

01-27-26
Date



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

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Fernando Rodriguez

Applicant's Name (Printed)



01/27/26

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

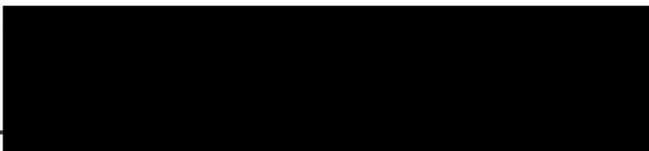
I, Fernando Rodriguez, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their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

Fernando Rodriguez

Applicant's Name (Printed)

01/27/26

Date



Applicant's Signature

01/27/26

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.

Ida Rodriguez

Applicant's Name (Printed)

[Redacted Signature]

Applicant's Signature

01/27/26

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

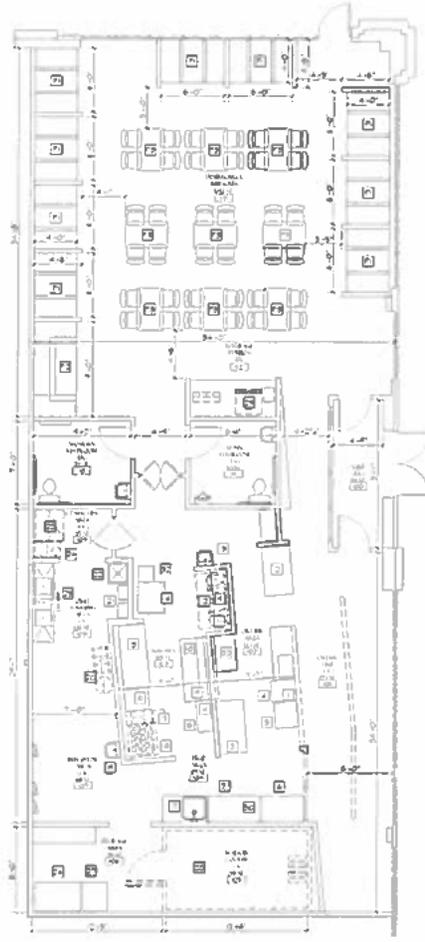
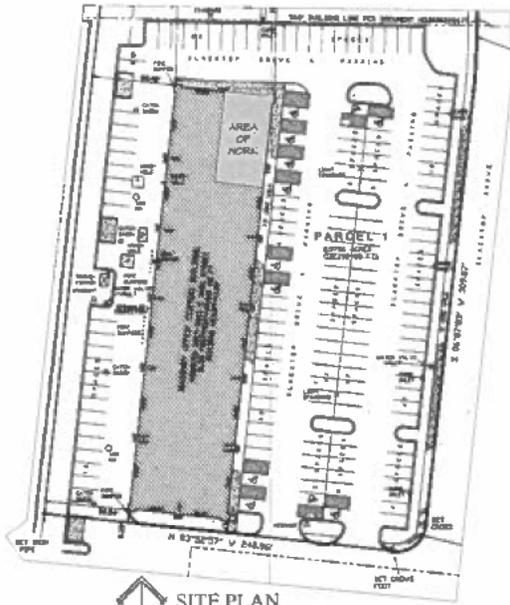
I, Ilda Rodriguez, hereby, authorize any Municipal, County, State or Federal Criminal Justice agency to release information concerning the existence or non-existence of any criminal record information. I agree to hold harmless the City, its employees and those Criminal Justice Agencies and their employees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

Ilda Rodriguez
Applicant's Name (Printed)

01/27/26
Date


Applicant's Signature

01/27/26
Date



- EQUIPMENT SCHEDULE**
- 1. 70" DEEP REFRIGERATED BEVERAGE DISPENSER
 - 2. 56" WIDE DOUBLE SLIDING GLASS DOOR DRINK COOLER
 - 3. 2 DOOR PREP TABLE
 - 4. 60" B.Y.
 - 5. C.A.P. WARMER
 - 6. 48" PREP TABLE W/ REFRIGERATOR
 - 7. PREP SINK
 - 8. NOVA TABLE
 - 9. STAINLESS STEEL SHELVE
 - 10. 24" PREP TABLE
 - 11. MARGARITA
 - 12. STEAM TABLE (EXISTING)
 - 13. HAND SINK
 - 14. 36" BRIDDLE
 - 15. 22" BRIDDLE
 - 16. 24" BROILER
 - 17. FRYER
 - 18. RANGE/OVEN
 - 19. HAND SINK (EXISTING)
 - 20. SODA DISPENSER SYRUP STATION (EXISTING)
 - 21. TAPLESS WATER HEATERS (2) (EXISTING)
 - 22. MOP SINK (EXISTING)
 - 23. ICE MACHINE (EXISTING)
 - 24. WATER FILTRATION SYSTEM (EXISTING)
 - 25. THREE COMPARTMENT SINK WITH DRAIN BOARDS (EXISTING)
 - 26. 50" DOUBLE DOOR REACH-IN FREEZER
 - 27. 24" REACH-IN REFRIGERATOR
 - 28. MULLIN COOLER (EXISTING)
 - 29. SODA DISPENSER WITH ICE MAKER
 - 30. MARGARITA MACHINE
 - 31. 60" PREP TABLE W/ FREEZER
 - 32. 18" POT RANGE
 - 33. 24" CHEF FREEZER

- FURNITURE SCHEDULE**
- F1. 8A - 4 D - 4 PERSON BOOTH WITH 30" x 42" TABLE
 - F2. 8A - 4 D - 6 PERSON BOOTH WITH 30" x 42" TABLE
 - F3. 4 PERSON SEATING WITH 30" x 42" TABLE

PROJECT:
25093

TACO DALE
INTERIOR ALTERATION

SITE PLAN, FLOOR PLAN, INTERIOR DESIGN

BATR
BATH & RESTROOMS
11718 S. 20TH ST. SUITE 100
PHOENIX, AZ 85041
WWW.BATR.COM

LIQUOR LICENSE
FLOOR PLAN

ISSUED:
05/11/10
PROJECT NO. 25093

SCALE
1/8" = 1'-0"

L201

COMMERCIAL LEASE

3821 E. MAIN STREET, ST. CHARLES, ILLINOIS

between

Fairway Property Group, LLC, Landlord

and

Belen10 Corporation, Tenant

Date: 9/24/2024

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Exhibit A:	Tenant Contact Information
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Exhibit E:	Guaranty Agreement Sample
Exhibit F:	Certificate of Liability Insurance Sample

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COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is entered into by Landlord and Tenant described in the following basic lease information on the date that is set forth for reference only in the following basic lease information.

Landlord and Tenant agree:

ARTICLE 1—BASIC LEASE INFORMATION

In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

Lease Date: 9/24/2024

Tenant: Belen10 Corporation, an Illinois corporation

Tenant's Address: 2601 Midland Drive, Naperville, Illinois 60564, per Section 26.11
Please complete the Tenant Contact Information form attached as Exhibit A.

Landlord: Fairway Property Group, LLC, a Massachusetts limited liability company, dba East Gate Commons Saint Charles, LLC

Landlord's Address: c/o Murray Properties, Inc., 2075 Foxfield Road, Suite 200, St. Charles, Illinois 60174

Leasable Area: 2,863+/- square feet

Premises: 3821 E. Main Street, St. Charles, Illinois 60174 (see Footprint attached as Exhibit B)

The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises, the land beneath the Premises, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling or structural elements that serve the Premises or the Building, however, Landlord has the right to enter the Premises in order to install, inspect, maintain, use, repair, and replace those areas and items described in the preceding sentence.

Building: 3817-3843 E. Main Street, St. Charles, Illinois 60174 (see Exhibit C, Building Footprint)

Possession Date: On or before January 1, 2026, and upon full execution of the Lease, Landlord's receipt of First Month's Rent, Security Deposit, and Certificate of Insurance, naming Landlord and Murray Properties, Inc. as Additional Insured. The existing tenant, Chipotle, has a term expiring on December 31, 2025

Tenant Remedy: If Landlord does not deliver possession by January 1, 2026, all Rent shall be abated for each day delivery is delayed after January 1, 2026, and the Rent Commencement Date shall be six (6) months from the date possession is delivered. If Landlord has not delivered possession by July 1, 2026, Tenant shall have the right to terminate this Lease at any time thereafter or continue with rent abatement.

Initial Term: Ten (10) Years, Six (6) Months

Rent Commencement Date: July 1, 2026, or six (6) months following Possession

Expiration Date: Upon the expiration of the 126th Month, estimated to be June 30, 2036.

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Use Permitted: Restaurant serving Mexican Cuisine with Liquor License allowed as permitted by government authority.

Exclusive Use: Landlord covenants and agrees that provided Tenant is open and operating in the Leased Premises and is not in default, beyond any applicable notice and cure period, of any of its duties or obligations under this Lease, not to lease or permit the use or occupancy of any portion of the Landlord's Parcel for any competing business, defined as a Mexican Restaurant ("Competing Business"). No Tenant shall sell hot prepared Mexican food regardless of business type. No Mexican food trucks shall be allowed to operate in the parking lot or anywhere on the premises. An exception shall be allowed for the existing Tenant, Tropical Smoothie, to sell quesadillas, as this is currently being done.

No Mexican food trucks shall be allowed to operate in the parking lot adjacent to Building on subject parcel.

Security Deposit: \$9,066.17

Initial Monthly Rent: \$9,066.17, outlined below and subject to adjustment in accordance with Section 4.5

Beg.	End	Rent (\$/S.F.)	Monthly Rent
01/01/26	06/30/26	\$ -	Abated
07/01/26	06/30/27	\$ 38.00	\$ 9,066.17
07/01/27	06/30/28	\$ 38.95	\$ 9,292.82
07/01/28	06/30/29	\$ 39.92	\$ 9,525.14
07/01/29	06/30/30	\$ 40.92	\$ 9,763.27
07/01/30	06/30/31	\$ 41.94	\$ 10,007.35
07/01/31	06/30/32	\$ 42.99	\$ 10,257.54
07/01/32	06/30/33	\$ 44.07	\$ 10,513.97
07/01/33	06/30/34	\$ 45.17	\$ 10,776.82
07/01/34	06/30/35	\$ 46.30	\$ 11,046.24
07/01/35	06/30/36	\$ 47.46	\$ 11,322.40

Tenant is encouraged to pay rent electronically, see Exhibit D. Should Tenant choose to pay rent by check, a fee of Fifteen Dollars (\$15) per check will be applied.

Broker(s): Landlord Broker: Murray Properties, Inc., 2075 Foxfield Road, #200, St. Charles IL 60174

Tenant Broker: N/A

Guarantor: A Limited Personal Guaranty by Ilda Rodriguez is required. After three (3) years of on-time payments and as long as Tenant is not in default of any terms within this Lease, the Guaranty shall reduce to be a Limited Personal Guaranty not to exceed \$120,000. (See sample Guaranty Agreement, attached as Exhibit E.)

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ARTICLE 2—AGREEMENT

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease.

ARTICLE 3—TERM; IMPROVEMENTS; OPTIONS

- 3.1. Term. The duration of this Lease will be the "Term." The Term will commence on the Commencement Date and will expire on the Expiration Date.
- 3.2. Landlord Improvements. Tenant accepts the Premises in its current As Is condition.
- 3.3. Tenant Improvements. With the prior written consent of Landlord and any and all required permitting by the local municipality(ies), Tenant, at Tenant's option and expense, may improve the Premises by relocating the cooking line area to the rear of the Premises, which shall include any and all expenses for changes to the air conditioning system due to said Tenant Improvements. Such Tenant Improvements are subject to the following:
- (a) All betterments and improvements in or upon the Premises ("Permanent Improvements") shall remain upon and be surrendered with the Premises as a part thereof at the expiration or sooner termination of the Term of the Lease and shall remain the property of Landlord.
 - (b) Upon completion of the Permanent Improvements, Tenant shall provide Landlord with contractor and owner sworn statements, final mechanic's lien waivers and receipted bills from the contractors, subcontractors and material suppliers performing the Permanent Improvements. Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building or any interest therein by reason of any work, labor, services, or materials performed at or furnished to the Premises for or at the request of Tenant or to anyone claiming by, through or under Tenant. If at any time such a mechanic's lien is filed, Tenant shall, within thirty (30) days cause the same to be released and discharged of record; provided, however, that Tenant may contest any such liens provided that (i) Tenant does so in good faith and with due diligence and deposits with Landlord security satisfactory to Landlord, (ii) on final determination of such liens, Tenant shall immediately pay and satisfy any judgment rendered and shall have the lien discharged and released of record, and (iii) in all events, on or prior to the expiration date or earlier termination of the Term, Tenant shall have such liens discharged and released of record. Nothing contained in this Lease shall be construed to be a consent on the part of Landlord to subject Landlord's interest in the Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois.
- 3.4. Option to Renew. Provided Tenant shall have well and faithfully performed in a timely manner all of the terms, covenants, and conditions on Tenant's part to be performed under the Lease, Tenant shall have the option to renew the Term of the Lease by giving written notice to Landlord of its election to do so six (6) months prior to the Expiration Date ("Notice to Renew Date"). Tenant shall have the option to renew for **two (2) consecutive periods of five (5) years each** after the expiration of the Term; hereinafter referred to individually as the "First Renewal Term," and "Second Renewal Term," respectively, and collectively referred to hereinafter as the "Renewal Terms." The date of the commencement of each Renewal Term shall be as follows: the day after the expiration of the initial Term of the Lease, as it relates to the First Renewal Term, and the date after the expiration of the First Renewal Term as it relates to the Second Renewal Term. If Tenant fails to deliver written notice of its election to renew within the prescribed time period, the Option to Renew shall not expire without Landlord first delivering to Tenant notice ("Reminder Notice") requesting Tenant deliver to Landlord written confirmation within thirty (30) days of Landlord's delivery of the Reminder Notice ("Reminder Period") indicating whether or not Tenant elects to exercise the Option.

All of the terms and conditions of the Lease shall continue in full force and effect during the Renewal Terms, except that:

- a) the number of remaining Renewal Terms permitted hereunder shall be reduced by one upon the expiration of each renewal term for which Tenant has exercised its option; and
- b) Rent during the Renewal Terms shall be increased by two and one half percent (2.5%) per Renewal Term on the first day of each Renewal Term.

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Tenant will not have any rights under this Section if (1) an event of default exists on the Expiration Date or on the date on which Tenant gives its notice.

ARTICLE 4—MONTHLY RENT

- 4.1. General. Throughout the Term of this Lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Monthly Rent will be appropriately prorated by Landlord for such month. Monthly Rent will be paid to Landlord, without notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's address, or to such other person or at such other place as Landlord may from time to time designate in writing.
- 4.2. Late Charges. Notwithstanding the foregoing, in the event Tenant fails to pay Rent as provided in Section 4.1 above within ten (10) calendar days of the first day of each month, Tenant shall pay, as and for a late charge, a sum equal to ten percent (10%) per month of any delinquent rent, which late charge shall be immediately due and owing. The imposition of a late charge shall not constitute a waiver by Landlord to enforce any and all right including, but not limited to, Article 24 of this Lease.
- 4.3. Place of Payment. Tenant shall pay all Rent and other charges due under this Lease without demand, deduction or set off to Landlord at 2075 Foxfield Road, Suite 200, St. Charles, Illinois 60174-1402, or at such other place as Landlord may designate from time to time hereafter by written notice to Tenant.
- 4.4. Electronic Payment. Tenant is encouraged to pay Rent electronically, see Exhibit D. Should Tenant choose to pay Rent by check, a fee of Fifteen Dollars (\$15) per check will be applied.
- 4.5. Annual Monthly Rent Adjustment. The Monthly Rent will be increased on each annual anniversary date to follow during the Term by two and one half percent (2.50%).

The Monthly Rent will not be reduced.

Landlord's delay or the failure of Landlord, beyond October 1 of any year, to compute or bill for these adjustments will not impair the continuing obligation of Tenant to pay Monthly Rent Adjustments.

Tenant's obligation to pay Rent as adjusted by this Section will continue up to the expiration of this Lease and will survive any earlier termination of this Lease.

ARTICLE 5—ADDITIONAL RENT

Intentionally Omitted

ARTICLE 6—INSURANCE

- 6.1. Landlord's Insurance. At all times during the Term of this Lease, Landlord will carry and maintain (a) fire and extended coverage insurance covering the Premises and the Premises' equipment, and (b) comprehensive general insurance in such amounts as Landlord determines from time to time in its reasonable discretion.
- 6.2. Tenant's Insurance. At all times during the Term of this Lease, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:
 - (a) Comprehensive general liability insurance. All such insurance will specifically include, without limitation, contractual liability coverage for Premises/operations and contractual liability coverage (including for the performance by Tenant of the indemnity agreements set forth in Article 20 of this Lease) against all claims, demands, or actions for injury, death and property damage in amounts which are from time to time acceptable to Landlord, but not less than

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\$2,000,000 each occurrence and \$2,000,000 general aggregate for injury or death to one or more persons and \$500,000 for property damage.

- (b) Fire and extended coverage insurance covering all leasehold improvements in the Premises and all of Tenant's merchandise, equipment, trade fixtures, appliances, furniture, furnishings, and personal property from time to time in, on, or upon the Premises, in an amount not less than the full replacement cost without deduction for depreciation from time to time during the Term of this Lease, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril (all risk), boiler, flood, glass breakage, and sprinkler leakage. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Article 18, Tenant will be entitled to any proceeds resulting from damage to Tenant's merchandise, equipment, trade fixtures, appliances, furniture, and personal property, and Landlord will be entitled to all other proceeds.
- (c) Workmen's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workmen's compensation laws of the state in which the Premises are located.
- (d) Such other insurance in such amounts as Landlord or its lender may reasonably require of Tenant upon thirty (30) days' prior written notice.

6.3. **Forms of Policies.** All policies of liability insurance which Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) will name Landlord, Murray Properties, Inc., and such other persons or firms as Landlord specifies from time to time as additional insureds (see Exhibit F). Original or copies of original policies (together with copies of the endorsements naming Landlord and any others specified by Landlord as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days prior to the expiration of the term of each such policy. All liability policies maintained by Tenant will contain a provision that Landlord and any other additional insureds, although named as an insured, will nevertheless be entitled to recover under such policies for any loss sustained by Landlord and such other additional insureds, its agents, and employees as a result of the acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated or amended except after thirty (30) days' prior written notice to Landlord. All policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Article 6 will be subject to more than an industry standard deductible limit without Landlord's prior written consent.

6.4. **Waiver of Subrogation.** Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any insurance required to be carried by such party pursuant to this Article 6 or any other insurance actually carried by such party. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises or the contents of the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

6.5. **Adequacy of Coverage.** Landlord, its agents and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article 6 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain, at Tenant's sole expense, such additional insurance coverage as Tenant deems adequate.

ARTICLE 7—UTILITIES; TELECOMMUNICATIONS

7.1. **Utilities.** Tenant will pay all initial utility deposits and fees and all monthly service charges for telephone and any other utility services furnished to the Premises and the improvements on the Premises during the Term of this Lease. If any such services are not separately metered or billed to Tenant but rather are billed to and paid by Landlord, Tenant will pay to Landlord Tenant's pro rata share of the cost of such services.

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7.2. Telecommunications. Tenant, at Tenant's expense, shall be responsible for its own telecommunications.

ARTICLE 8—USE

The Premises will only be used for the purposes described in Article 1—Use Permitted and for no other purpose. Tenant will not: (i) do or permit to be done in or about the Premises, nor bring to, keep, or permit to be brought or kept in the Premises, anything that is prohibited by or will in any way conflict with any law, statute, ordinance, or governmental rule or regulation that is now in force or that may be enacted or promulgated after the Lease Date; (ii) do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them; (iii) use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose; cause, maintain, or permit any nuisance in, on, or about the Premises.

ARTICLE 9—REQUIREMENTS OF LAW, FIRE INSURANCE

9.1. General. Tenant, at its expense, will promptly comply with all applicable federal, state, and local governmental laws, orders and ordinances, and regulations, and with any direction of any public officer or officers, according to law, that will impose any violation, order or duty upon Landlord or Tenant with respect to the Premises or their use or occupancy.

9.2. Toxic Materials. Tenant will not store, use, or dispose of any hazardous, toxic, corrosive, explosive, reactive, or radioactive matter in, on, or about the Premises.

9.3. Certain Insurance Risks. Tenant shall not do or permit any act or thing upon the Premises which would (a) jeopardize or be in conflict with fire insurance policies covering the Building and fixtures and property in the Building; (b) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for the Building's general use; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises; however, this Section will not prevent Tenant's use of the Premises for the purposes stated in Article 8.

9.4. Tenant's Insurance Payments. If, as a result of any act or omission or violation of this Lease by Tenant, the rate of fire insurance applicable to the Building or any other insurance carried by Landlord is increased to an amount higher than it otherwise would have been, Tenant will reimburse Landlord for the increased cost of Landlord's insurance premiums. Such reimbursement will be rent payable upon the first day of the month following Landlord's delivery to Tenant of a statement showing payment by Landlord for such increased insurance premiums.

ARTICLE 10—ASSIGNMENT AND SUBLETTING

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, covenants that it will not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld.

ARTICLE 11—LANDLORD'S SERVICES

11.1. Landlord's Repair and Maintenance. Landlord will maintain the roof, exterior walls, landscaping, parking lot, HVAC equipment replacement (as long as not caused by the acts or negligence of Tenant and/or Tenant's agents, employees, or invitees) of the Premises in reasonably good order and condition, except for (a) any damage occasioned by the negligent or willful acts or omissions of Tenant, Tenant's agents, employees, or invitees; (b) any damage occasioned by the failure of Tenant to perform or comply with any terms, conditions, or covenants in this Lease; (c) any structural alterations or improvements required by Tenant's use and occupancy of the Premises, which damage will be repaired by Landlord at Tenant's expense.

11.2. HVAC System. Tenant's use of the Premises, or any part thereof, in a manner exceeding the existing design conditions or rearrangement of partitioning after the initial preparation of the Premises which interferes with normal operation of the air-conditioning service in the Premises may require changes in the air-conditioning system serving the Premises, the cost of which shall be paid by Tenant.

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- 11.3. Limitation on Liability. Landlord will not be in default under this Lease or be liable for any damages directly or indirectly resulting from, nor will the Rent be abated by reason of, (i) the installation, use, or interruption of use of any equipment in connection with the furnishing of any of such services, (ii) failure to furnish or delay in furnishing any such services, when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Building, or (iii) the limitation, curtailment, rationing, or restrictions on use of water, electricity, gas, or any other form of energy serving the Premises or the Building. Landlord will use reasonable efforts to remedy diligently any interruption in the furnishing of such services.

Landlord will not be liable to Tenant or any other person for direct or consequential damage or otherwise for any failure to supply any heat, air conditioning or other service Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance of any utility services beyond reasonable control of Landlord, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations under this Lease.

ARTICLE 12—TENANT'S REPAIRS

- 12.1. Tenant's Repair and Maintenance. Except as provided in Section 11.1, Tenant will at all times during the Term of this Lease keep and maintain, at its sole cost and expense, in clean, first class, good working order, condition, and repair, the Premises (including, without limitation, all improvements, fixtures, and equipment on the Premises, interior and exterior) and all of the improvements, furnishings, fixtures, and equipment which Tenant brings, constructs, or places in or on the Premises, and Tenant will promptly make all repairs and replacements (including replacement of parts and equipment), interior and exterior.

Tenant's obligation to keep and maintain the Premises in clean first class good working order, condition, and repair includes, without limitation, the exterior and interior portion of all plumbing and sewage facilities in the Premises; floors (including floor coverings); ceilings; doors and door frames; locks and closing devices; windows, window frames and casements; glass and plate glass; grilles; all electrical facilities and equipment; sprinkler system; the HVAC unit, system and equipment (including regular maintenance of the HVAC unit), replacement of the HVAC unit, system and equipment if caused by the acts or negligence of Tenant and/or Tenant's agents, employees, or invitees, and all other fixtures, appliances and equipment of every kind and nature. In addition, Tenant shall at its sole cost and expense install or construct any improvements, equipment, or fixtures required by any governmental authority or agency as a consequence of Tenant's use and occupancy of the Premises. Tenant shall replace any cracked or damaged plate glass within forty-eight (48) hours of the occurrence of such damage. Tenant's obligations under this Section, shall be completed by Tenant as often as necessary to keep the Premises in first class repair and condition. **Tenant shall not cause any nuisance, allow objectionable odors to emanate, or be dispelled from the Premises, or cause or permit any waste or allow any trash to accumulate in, on or about the Premises.**

- 12.2. Preventative Maintenance Reporting Requirements. Tenant shall provide Landlord with, at a minimum, quarterly maintenance reports for all grease trap equipment associated with the operation of Tenant's business on the Premises (i.e. inline plumbing grease trap and rooftop exhaust fan grease traps). If Tenant fails to timely submit any such report to Landlord, Landlord shall obtain said report resulting in Tenant having to reimburse Landlord at 150% of Landlord's cost for the same. Tenant shall only use all of its fixtures and equipment, including, but not limited to, all of its restaurant fixtures and equipment, in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance and storage of Tenant's fixtures and equipment.
- 12.3. Fire Suppression System. Tenant, at all times during the Lease Term, shall conform with all applicable fire codes of any governmental authority, and with the rules and regulations of Landlord's fire underwriters and their fire protection engineers, including, without limitation, the installation of adequate fire extinguishers. Tenant will, at all times during the entire Lease Term, cause the sprinkler system to be served by a sprinkler monitoring system connected to the local fire department or to a qualified monitoring service approved by Landlord; provided, however, that Tenant may self-monitor such systems if it certifies to Landlord that such systems meet NFPA Standards.
- 12.4. End of Term. Upon the expiration or termination of this Lease, to the extent allowed by law, Tenant waives the right to make repairs at Landlord's expense under the provisions of any laws permitting repairs by a tenant at the expense of a landlord.

ARTICLE 13—ALTERATIONS

Tenant will not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixture or equipment to the Premises, without first obtaining Landlord's written consent.

ARTICLE 14—MECHANICS' LIENS

Tenant will pay or cause to be paid all costs and charges for work done by it or caused to be done by it in or to the Premises and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against, and hold Landlord, the Premises, and the Building free, clear, and harmless of and from, all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands, on account of such work. If any such lien, at any time, is filed against the Premises or any part of the Building, Tenant will cause such lien to be discharged of record within ten (10) days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such ten (10) day period, security reasonably satisfactory to Landlord of at least one hundred fifty percent (150%) of the amount of the claim, plus estimated costs and interest. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once.

ARTICLE 15—END OF TERM

At the end of this Lease, Tenant will promptly quit and surrender the Premises in good order, condition, and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's written consent if such fixtures or equipment are used in the operation of the Building or improvements or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building or improvements. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Article 13. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements not so removed will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them; and Tenant will pay Landlord for all expenses incurred in connection with such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

ARTICLE 16—EMINENT DOMAIN

The term "total taking" means the taking of the fee title or Landlord's master leasehold estate by right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, to so much of the Premises or a portion of the Building as is necessary for Tenant's occupancy that the Premises are not suitable for Tenant's intended use. The term "partial taking" means a taking of only a portion of the Premises or the Building that does not constitute a total taking.

If a total taking occurs during the Term of this Lease, this Lease will terminate as of the date of the taking. The phrase "date of the taking" means the date of taking actual physical possession by the condemning authority or such earlier date as the condemning authority gives notice that it is deemed to have taken possession.

If a partial taking occurs during the Term of this Lease, either Landlord or Tenant may cancel this Lease by written notice given within thirty (30) days after the date of the taking, and this Lease will terminate as to the portion of the Premises taken on the date of the taking. If the Lease is not so terminated, this Lease will continue in full force and effect as to the remainder of the Premises. The Monthly Rent payable by Tenant for the balance of the Term will be abated in the proportion that the leasable area of the Premises taken bears to the leasable area of the Premises immediately prior to such taking, and Landlord will make all necessary repairs or alterations to make the remaining Premises a complete architectural unit.

All compensation and damages awarded for the taking of the Premises, any portion of the Premises, or the whole or any portion of the common areas of the Building will belong to Landlord. Tenant will not have any claim or be entitled to any award for diminution in value of its rights under this Lease or for the value of any unexpired Term of this Lease; however, Tenant may make its own claim for any separate award that may be made by the condemnor for Tenant's loss of business or for the taking of or injury to Tenant's improvements,

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or on account of any cost or loss Tenant may sustain in the removal of Tenant's trade fixtures, equipment, and furnishing, or as a result of any alterations, modifications, or repairs that may be reasonably required by Tenant to put the remaining portion of the Premises not so condemned in a suitable condition for the continuance of Tenant's occupancy.

If this Lease is terminated pursuant to the provisions of this Article 16, then all rentals and other charges payable by Tenant to Landlord under this Lease will be paid up to the date of the taking, and any rentals and other charges paid in advance and allocable to the period after the date of the taking will be repaid to Tenant by Landlord. Landlord and Tenant will then be released from all further liability under this Lease.

ARTICLE 17—DAMAGE AND DESTRUCTION

If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged or destroyed during the Term of this Lease by any casualty insurable under standard fire and extended coverage insurance policies, Landlord will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction.

Landlord's obligation under this Article 17 will not exceed the lesser of (i) with respect to the Premises, the scope of building-standard improvements installed by Landlord in the original construction of the Premises or (ii) the extent of proceeds received by Landlord of any insurance policy maintained by Landlord.

Monthly Rent will be abated proportionately during any period in which, by reason of any damage or destruction not occasioned by the negligence or willful misconduct of Tenant or Tenant's employees or invitees, there is a substantial interference with the operation of the business of Tenant. Such abatement will be proportional to the measure of business in the Premises that Tenant may be required to discontinue. The abatement will continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work, repair, or reconstruction as Landlord is obligated to do.

If the Premises, or the portion of the Building necessary for Tenant's occupancy, is damaged or destroyed (i) to the extent of ten percent (10%) or more of the then-replacement value of either, (ii) in the last one (1) year of the Term of this Lease, (iii) by a cause or casualty other than those covered by fire and extended coverage insurance, or (iv) to the extent that it would take, in Landlord's opinion, in excess of ninety (90) days to complete the requisite repairs, then Landlord may either terminate this Lease or elect to repair or restore the damage or destruction. If this Lease is not terminated pursuant to the preceding sentence, this Lease will remain in full force and effect. Landlord and Tenant waive the provisions of any law that would dictate automatic termination or grant either of them an option to terminate in the event of damage or destruction. Landlord's election to terminate under this paragraph will be exercised by written notice to Tenant given within sixty (60) days after the damage or destruction. Such notice will set forth the effective date of the termination of this Lease.

Upon the completion of any such work, repair, or restoration by Landlord, Tenant will repair and restore all other parts of the Premises, including without limitation non-building standard leasehold improvements and all trade fixtures, equipment, furnishings, signs, and other improvements originally installed by Tenant. Tenant's work will be subject to the requirements of Article 13.

During any period of reconstruction or repair of the Premises, Tenant will continue the operation of its business in the Premises to the extent reasonably practicable.

ARTICLE 18—SUBORDINATION

18.1. General. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, first mortgage, indenture, first deed of trust, or other first lien encumbrance, together with any renewals, extensions, modifications, consolidations, and replacements of such first lien encumbrance, now or after the Lease Date, affecting or placed, charged, or enforced against the land or all or any portion of the Building or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be requested by Landlord, any ground or underlying lessor, or any mortgagee, to confirm or effect any such subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors, and assigns will be entitled to execute, acknowledge, and deliver any and all such documents for and on behalf of Tenant as attorney-in-fact for Tenant. Tenant by this

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Section constitutes and irrevocably appoints Landlord, its successors, and assigns as Tenant's attorney-in-fact to execute, acknowledge, and deliver any and all documents described in this Section for and on behalf of Tenant, as provided in this Section.

18.2. Attornment. Tenant agrees that if any holder of any ground or underlying lease, mortgage, deed of trust, or other encumbrance encumbering any part of the Building succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all rents subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by the trustee or the beneficiary under or holder or owner of any such mortgage, deed of trust, or land or ground lease of the remedies provided for by law or by such mortgage, deed of trust, or land or ground lease, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become Tenant of and attorn to such successor in interest without change in the terms or provisions of this Lease. Such successor in interest will not be bound by (a) any payment of Monthly Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, or (b) any amendment or modification of this Lease made without the written consent of such trustee, beneficiary, holder, owner, or such successor in interest. Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, such successor in interest will be entitled to execute, acknowledge, and deliver any and all such documents for and on behalf of Tenant as attorney-in-fact for Tenant. Tenant by this Section constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge, and deliver any and all documents described in this Section for and on behalf of Tenant, as provided in this Section.

ARTICLE 19—ENTRY BY LANDLORD

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders, or Tenants, (c) determine whether Tenant is complying with all its obligations in this Lease, (d) supply any service that this Lease obligates Landlord to provide to Tenant, (e) post notices of non-responsibility or similar notices, or (f) make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Tenant by this Article 19 waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any means permitted under this Article will not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent or other charges that this Lease requires Tenant to pay.

ARTICLE 20—INDEMNIFICATION; WAIVER AND RELEASE

20.1. Indemnification. Tenant will neither hold nor attempt to hold Landlord or its employees or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation attorneys' fees) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (b) any activity, work, or thing done, permitted, or suffered by Tenant in or about the Premises;
- (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant or the contractors, agents, employees, invitees, or visitors of Tenant or any such person;

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- (d) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind;
- (e) except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises that is proximately caused by or results proximately from the negligence of Landlord, any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises or under the express or implied invitation of Tenant.
- (f) If any action or proceeding is brought against Landlord or its employees by reason of any such claim, Tenant, upon notice from Landlord, will defend the same at Tenant's expense.

20.2. Waiver and Release. Tenant, as a material part of the consideration to Landlord for this Lease, by this Section waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Tenant agrees that Landlord, its agents, and its employees will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including fluid from the elevator system), rain or snow from or into part of the Building or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Building; or from construction, repair, or alteration of any other premises in the Building; or from any acts or omissions of any other tenant, occupant, or visitor of the Building; or from any cause beyond Landlord's control.

ARTICLE 21—SECURITY DEPOSIT

Upon the complete execution of this Lease, Tenant has deposited a Security Deposit with Landlord in the amount of Nine Thousand Sixty-Six and 17/100 Dollars (\$9,066.17) as security for the full, faithful, and timely performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply, or retain all or any part of the security deposit for the payment of any rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used, applied, or retained, Tenant will within ten (10) days after written demand deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord will not be required to keep the security deposit separate from its general funds and Tenant will not be entitled to interest on the security deposit. The security deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Monthly Rent due for the last month of the Term. If Tenant fully, faithfully, and in a timely manner performs every provision of this Lease to be performed by it, the security deposit or any balance of the security deposit will be returned to Tenant within sixty (60) days after the expiration of the Term. Landlord may deliver the funds deposited under this Lease by Tenant to the purchaser of the Building in the event the Building is sold, and after such time Landlord will have no further liability to Tenant with respect to the Security Deposit.

ARTICLE 22—QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that so long as Tenant pays the Rent and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

ARTICLE 23—EFFECT OF SALE

A sale, conveyance, or assignment of the Building will operate to release Landlord from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those which arose prior to such effective date, and, after the effective date of such sale, conveyance, or assignment, Tenant will look solely to

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Landlord's successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance, or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease.

ARTICLE 24—DEFAULT

24.1. Events of Default. The following events are referred to collectively as "events of default" or individually as an "event of default":

- (a) Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for monetary defaults during any twelve (12) month period, and if after such notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
- (b) Tenant vacates or abandons the Premises;
- (c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and the attachment is not discharged or disposed of within fifteen (15) days after its levy;
- (d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
- (e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;
- (f) Tenant fails to take possession of the Premises on the commencement date of the Term; or
- (g) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice from Landlord to Tenant; or if such breach cannot be cured reasonably within such thirty (30) day period and Tenant fails to commence and proceed diligently to cure such breach within a reasonable time period.

24.2. Landlord's Remedies. If any one or more Events of Default set forth in Section 24.1 occur(s), then Landlord has the right, at its election:

- (a) to give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the Term; or
- (b) without further demand or notice, to re-enter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Monthly Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or
- (c) without further demand or notice, to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation attorneys' fees and interest on the amount so advanced, provided that Landlord will have no obligation to cure any such event of default of Tenant.
- (d) Should Landlord elect to re-enter as provided in Section 24.2(b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease,

relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

- 24.3. Certain Damages. If Landlord does not elect to terminate this Lease as permitted in Section 24.2(a), but on the contrary elects to take possession as provided in Section 24.2(b), Tenant will pay to Landlord Monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all Landlord's expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the existing Term, or the Premises covered by such new lease include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the term of the new lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the Monthly Rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.
- 24.4. Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to Monthly Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Section 24.3. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such Monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant, as damages for loss of the bargain and not as a penalty, an aggregate rent that, at the time of such termination of this Lease, represents the excess of the aggregate of Monthly Rent and all other rent payable by Tenant that would have accrued for the balance of the Term over the aggregate rental value of the Premises (such rental value to be computed on the basis of a Tenant paying not only a rent to Landlord for the use and occupation of the Premises, but also such other charges as are required to be paid by Tenant under the terms of this Lease) for the balance of such Term, both discounted to present value at the lesser of eight percent (8%) or the discount rate of the New York Federal Reserve Bank on the date of the event of default.
- 24.5. Cumulative Remedies. Any suit or suits for the recovery of the amounts and damages set forth in Sections 24.3 and 24.4 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs and expenses incurred by Landlord in recovering possession of the Premises, collecting Rent and any other amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any other provision of this Lease, including all of Landlord's reasonable attorneys' fees and costs from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

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ARTICLE 25—SIGNS

With the prior written consent of Landlord and any and all required permitting by the local municipality(ies), Tenant, at Tenant's expense, may:

- (a) place or permit to be placed any sign, advertising material, or lettering upon the exterior of the Premises or any sign, advertising material, or lettering upon the exterior or interior surface of any door or show window or at any point inside the Premises from which it may be visible from outside the Premises; and
- (b) install approved overhead signage on the Building.

ARTICLE 26—MISCELLANEOUS

- 26.1. No Offer. This Lease is submitted to Tenant with the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered this Lease to Landlord, and (b) Landlord has executed and delivered this Lease to Tenant.
- 26.2. Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.
- 26.3. Time of the Essence. Time is of the essence of each and every provision of this Lease.
- 26.4. No Recordation. Tenant's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.
- 26.5. No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.
- 26.6. Limitation on Recourse. Tenant specifically agrees to look solely to Landlord's interest in the Building for the recovery of any judgments from Landlord, it being agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners, and all of their officers, directors, and employees) will never be personally liable for any such judgments. The provision contained in the preceding sentence is not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to pursue any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.
- 26.7. Estoppel Certificates. At any time and from time to time but within ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no notice has been received by Landlord of any default which has not been cured, except as to defaults specified in the certificate; and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Building.
- 26.8. Waiver of Jury Trial. Landlord and Tenant by this Section waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any other claims (including without limitation claims for personal injury or property damage), and any emergency statutory or any other statutory remedy.
- 26.9. No Merger. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's

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option, (a) terminate all or any subleases and subtenancies, or (b) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord's option under this Section will be exercised by notice to Tenant and all known sublessees or subtenants in the Premises or any part of the Premises.

- 26.10. Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to one hundred fifty percent (150%) of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.
- 26.11. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered or sent via certified mail, return receipt requested, or overnight delivery service providing proof of receipt addressed to the party for whom it is intended at its address set forth in Article 1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other party in the manner prescribed in this Section.
- 26.12. Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.
- 26.13. Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.
- 26.14. Entire Agreement. This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant and may be amended only by subsequent written agreement. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition of the Premises or the manner of operating the Building.
- 26.15. Captions. The captions of the various articles and sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.
- 26.16. Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action to cure such alleged default. A copy of such notice will be sent to any holder of a mortgage or other encumbrance on the Building or the Premises of which Tenant has been notified in writing, and such holder will also have the same time periods to cure such alleged default.
- 26.17. Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.
- 26.18. Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises other than those named in Article 1. Each of them will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Premises except Broker. Landlord will pay any fees or commissions due Broker.
- 26.19. Governing Law. This Lease will be governed by and construed pursuant to the laws of the State of Illinois.

- 26.20. Force Majeure. Landlord will have no liability to Tenant, nor will Tenant have any right to terminate this Lease or abate rent or assert a claim of partial or total actual or constructive eviction, because of Landlord's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond Landlord's reasonable control, including without limitation strikes or other labor difficulties; inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy); unavailability or scarcity of materials; war; riot; civil insurrection; accidents; acts of God; and governmental preemption in connection with a national emergency. If Landlord fails to perform its obligations because of any reasons beyond Landlord's reasonable control (including those enumerated above), the period for Tenant's performance will be extended day for day for the duration of the cause of Landlord's failure. The reciprocal rights shall be granted to Tenant. Tenant will have no liability to Landlord, nor will Landlord have any right to terminate this Lease because of Tenant's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond Tenant's reasonable control as outlined in this paragraph.
- 26.21. No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on lands adjacent to the Building will in no way affect this Lease or impose any liability on Landlord.
- 26.22. Tax Credits. Landlord is entitled to all local, state, and federal income tax benefits (including without limitation investment tax credits, energy credits, and rehabilitation credits) available as a result of leasehold improvements for which Landlord has paid, or lent money, or guaranteed payment. Promptly after Landlord's demand, Tenant will give Landlord a detailed list of the leasehold improvements and fixtures and their respective costs for which Tenant has paid without a loan or guarantee by Landlord, and Tenant will be entitled to tax benefits attributable to such listed improvements. Landlord will be entitled to all other such tax benefits for all other leasehold improvements.
- 26.23. Landlord's Fees. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's costs incurred in reviewing the proposed action or consent, including without limitation reasonable attorneys', engineers', architects', accountants', and other professional fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.
- 26.24. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.
- 26.25. Building Access: Tenant shall have 24-hour access to the Building 365 days per year.
- 26.26. Counterparts. This Lease may be executed in counterparts, all of which when taken together shall be deemed an original document. A facsimile, electronically scanned, photocopy, photographic, or electronic signature shall be considered authentic and binding.
- 26.27. Authenticity. This document may be executed and transmitted via E-signature technology (e.g. DocuSign) or similar electronic means, facsimile, electronic mail, cloud-based server, and, upon receipt, will be deemed originals and binding upon the executing party. Any manual signature upon this document that is faxed, scanned, or photocopied, and any electronic signature valid under UETA or E-Sign shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original inked or "wet" signature.
- 26.28. Contingency for Permits: This Lease shall be contingent upon Tenant obtaining any applicable permits and zoning approvals that may apply to its use within one hundred and twenty (120) days of the full execution of this Lease. At the end of the one hundred and twenty (120) day period, Tenant shall waive its contingencies, or this Lease will terminate.

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

TENANT:

Belen10 Corporation

DocuSigned by:
[Redacted Signature]
By: _____
Print: Ilda Rodriguez
Title: President

LANDLORD:

Fairway Property Group, LLC

DocuSigned by:
[Redacted Signature]
By: _____

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EXHIBIT A

TENANT CONTACT INFORMATION

Company Name: Belen10 Corporation

Company Mailing Address (after Lease is executed): [REDACTED]

Contact Name: Ilda Rodriguez

Primary Phone: [REDACTED]

Primary Fax: 000000000

Primary Email Address: [REDACTED]

Business Hours of Operation: Mon-Fri 9am to 6pm

Private Security Alarm System Yes No

After Hours Emergency Contact Information:

Contact Name #1: Ilda Rodriguez

Cell Phone: [REDACTED]

Home Address: [REDACTED]
[REDACTED]

Contact Name #2: Fernando Rodriguez

Cell Phone: [REDACTED]

Home Address: [REDACTED]
[REDACTED]

Please return this form along with a valid Driver's License or State ID to:

Murray Commercial
630-513-0259 fax
missy@murraycommercial.com

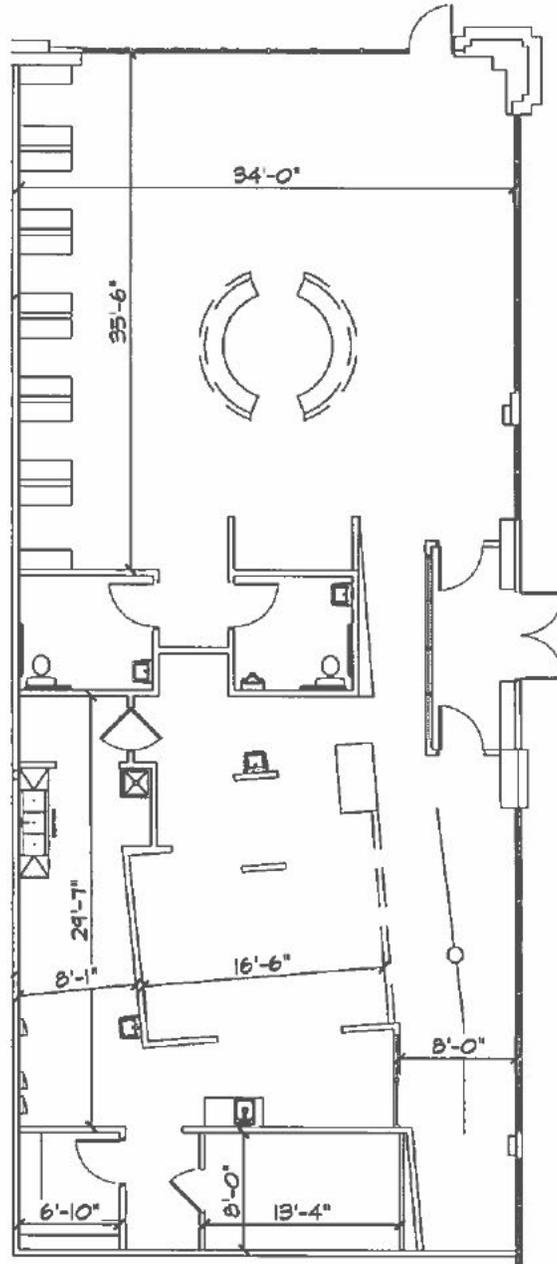
or via mail / hand delivery:
2075 Foxfield Road
Suite 200
St. Charles, Illinois 60174-1402

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EXHIBIT B

FOOTPRINT OF 3821 E. MAIN STREET



NOT TO SCALE



UNIT 3821

SCALE: 3/32"=1'-0"



LOCATION: EASTGATE CENTER
 ST. CHARLES, IL
 PLAN # AB
 PROJECT# 23044

BÂTIR
DESIGN • BUILD • SUSTAINABLE SOLUTIONS

BATIR ARCHITECTURE, L.T.D.
 1121 E. MAIN ST. SUITE 220, ST. CHARLES, IL 60174
 PHONE: 630-513-5109 FAX: 630-513-5919
 WWW.BATIRARCH.COM

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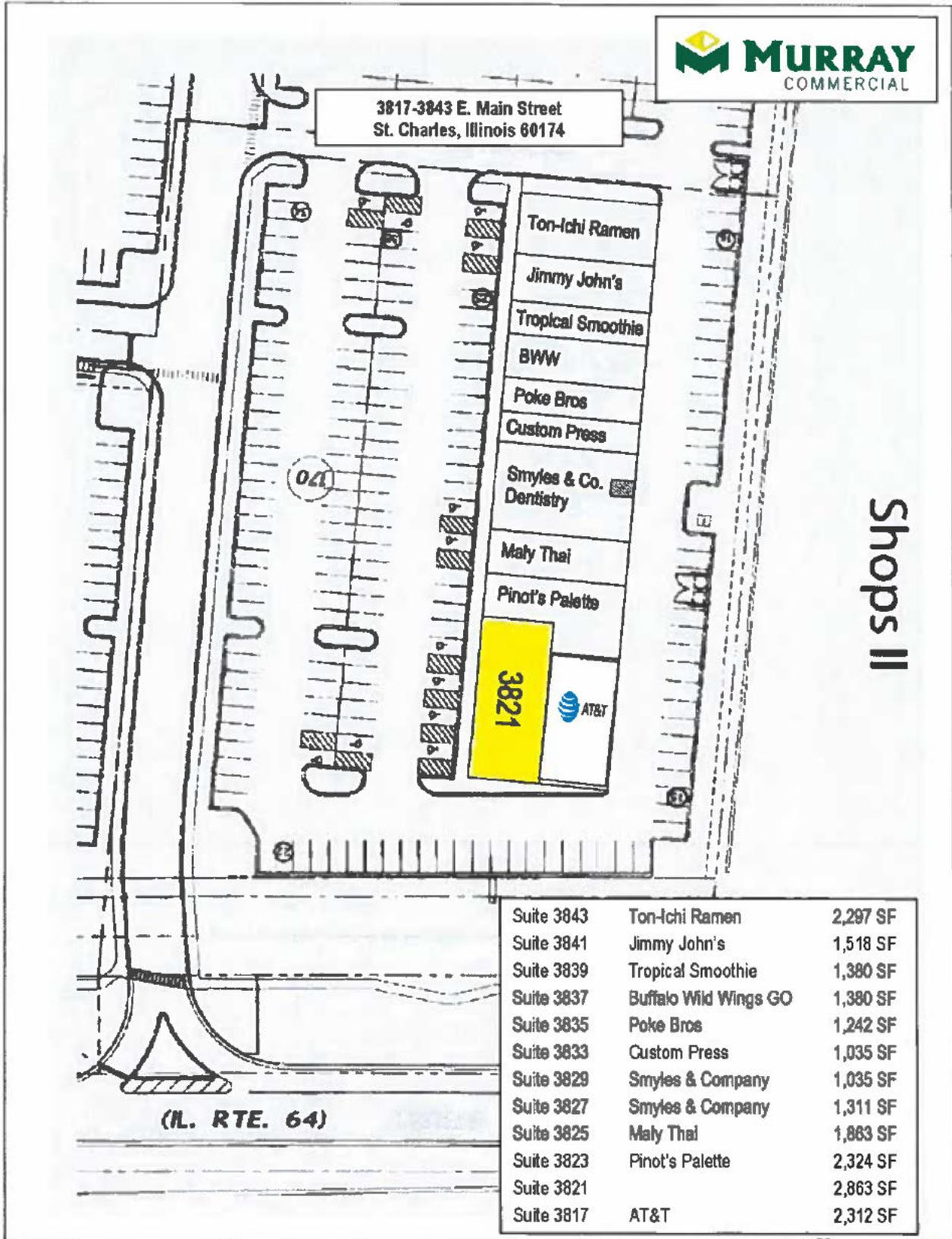
DS
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EXHIBIT C

BUILDING FOOTPRINT



3817-3843 E. Main Street
St. Charles, Illinois 60174



Shops II

Suite 3843	Ton-Ichi Ramen	2,297 SF
Suite 3841	Jimmy John's	1,518 SF
Suite 3839	Tropical Smoothie	1,380 SF
Suite 3837	Buffalo Wild Wings GO	1,380 SF
Suite 3835	Poke Bros	1,242 SF
Suite 3833	Custom Press	1,035 SF
Suite 3829	Smyles & Company	1,035 SF
Suite 3827	Smyles & Company	1,311 SF
Suite 3825	Maly Thai	1,863 SF
Suite 3823	Pinot's Palette	2,324 SF
Suite 3821		2,863 SF
Suite 3817	AT&T	2,312 SF

OS
IR CW

EXHIBIT D

RENT PAYMENT OPTIONS [UTILIZING APPFOLIO SOFTWARE]

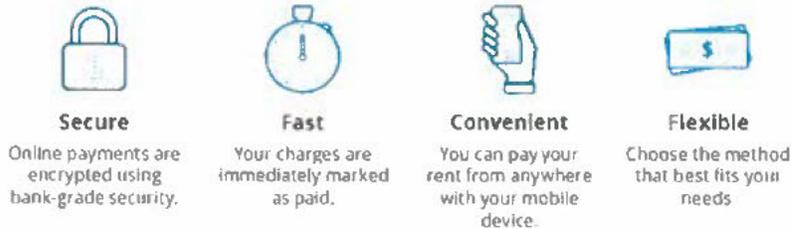
Pay Your Rent Online

Mobile. 24/7. From Anywhere.



A variety of convenient and secure online payment options are available:

- **eCheck (100% free to you!**
Enter your routing and account numbers in your secure Online Portal to pay rent or any other charge directly from your checking or savings account.
- **Credit or Debit Card**
Use your debit or credit card to pay your rent through the secure Online Portal.
(An online convenience fee applies and is based on your monthly rent charges.)



If you have any questions, please contact Murray Commercial at 630-513-0173, or email Casey Crosby at casey@murraycommercial.com.

Set Up eCheck and Credit or Debit Card Payments

eCheck and Credit or Debit Card Payments:

1. You will receive an activation email from us to set up your Online Portal.
2. Click "Activate Now" in the email and set up your password.
3. Log in to your personal, secure Online Portal and follow the simple steps to make a payment.

Let us know if you have any questions, and thank you for being a valued tenant!

EXHIBIT E

GUARANTY AGREEMENT SAMPLE

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty"), is made on _____, by the undersigned party(ies) ("Guarantor") to, with, and for the benefit of _____, a(n) _____ ("Landlord"), having its principal office at _____.

WITNESSETH:

WHEREAS, _____, a(n) _____ ("Tenant"), desires to obtain a lease from Landlord of Suite _____, consisting of approximately _____ +/- square feet ("Lease"); and

WHEREAS, Landlord is unwilling to make the Lease to Tenant unless Guarantor guarantees to Landlord the full and timely payment and satisfaction of the Obligations (as hereinafter defined) of Tenant; and

WHEREAS, Guarantor acknowledges that the making of the Lease by Landlord to Tenant provides direct benefits to Guarantor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Landlord to make the Lease to Tenant, and intending to be legally bound, Guarantor does hereby warrant, represent, and covenant unto Landlord as follows:

1. **GUARANTY AND SURETY.** Subject to all terms and conditions set forth in this Guaranty, Guarantor hereby absolutely and unconditionally guarantees, and becomes surety for, the full and timely payment and performance of the Obligations.
2. **OBLIGATIONS.** The word "Obligations" as used throughout this Guaranty means all debts, obligations, and liabilities of Tenant arising out of or relating to the following documents each of even date herewith:
 - 2.1. Lease made by and between Tenant and Landlord relating to real estate commonly known as 3821 E. Main Street, St. Charles IL 60174. Without limiting the generality of the foregoing, "Obligations" is used herein in its most comprehensive sense to include all debts, obligations, and indebtedness described in the Lease, whether now or hereafter made, incurred, or increased, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and regardless of whether there is any recourse with respect to any portion of such Obligations against Tenant or any partner or shareholder of Tenant.
 - 2.2. After three (3) years of on-time payments and as long as Tenant is not in default of any terms within the Lease, the Guaranty shall reduce to be a Limited Personal Guaranty not to exceed \$120,000.
3. **SUBSEQUENT ACTS BY LANDLORD.** Landlord may, at its sole discretion and without notice to Guarantor, take any action which might otherwise be deemed a legal or equitable release or discharge of Guarantor's obligations hereunder without either impairing or affecting the liability of Guarantor for payment of the Obligations, which actions might include, by way of illustration and not limitation:
 - 3.1. the renewal or extension of any of the Obligations or any payments hereunder;
 - 3.2. the acceptance of partial payment of the Obligations;
 - 3.3. the settlement, release, compounding, compromise, cancellation, rearrangement, or consolidation of any of the Obligations;
 - 3.4. the collection of or other liquidation of any claims Landlord may have in respect to the Obligations;
 - 3.5. the granting of indulgences, forbearances, compromises, extensions, or adjustments in respect to any covenant or agreement under the Lease;
 - 3.6. the release from liability of any Guarantor and/or any additional parties who may guarantee payment of the Obligations or any portion thereof;
 - 3.7. the release, surrender, exchange or compromise of any lien, security, or collateral held by Landlord as security for the Obligations; or
 - 3.8. the release or compromise of any lien or security held by Landlord as security for the liability of any person who is guarantying the Obligations.
4. **PAYMENT BY GUARANTOR.** In the event of any default by Tenant on the Obligations, Guarantor agrees to pay or perform on demand (either oral or written) all the Obligations. Landlord shall not be required to liquidate any lien or any other form of security, instrument, or note held by Landlord prior to making such demand. THIS IS A GUARANTY OF PAYMENT AND PERFORMANCE AND NOT OF COLLECTION.

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and Guarantor hereby waives all rights that Guarantor may have, if any, to require that any action be brought against Tenant (or any other person) or to require that resort be first made against any security prior to demanding payment or performance hereunder.

5. **CUMULATIVE REMEDIES.** Guarantor hereby agrees that all rights and remedies that Landlord is afforded by reason of this Guaranty are separate and cumulative and may be pursued separately, successively, or concurrently, as Landlord deems advisable. In addition, all such rights and remedies are non-exclusive and shall in no way limit or prejudice Landlord's ability to pursue any other legal or equitable rights or remedies that may be available. Without limiting the generality of the foregoing, Guarantor agrees that in any action by Landlord by reason of the Obligations, Landlord at its election may proceed (a) against Guarantor together with Tenant, (b) against Guarantor and Tenant individually, or (c) against Guarantor only without having commenced any action against or having obtained any judgment against Tenant.

6. **WAIVERS BY GUARANTOR.**

6.1. **GUARANTOR HEREBY WAIVES:**

- 6.1.1. notice of acceptance of this Guaranty and of creation of the Obligations;
- 6.1.2. presentment, notice of non-payment, and demand for payment of the Obligations;
- 6.1.3. protest, notice of protest, and notice of dishonor or default to Guarantor or to any other party with respect to any of the Obligations;
- 6.1.4. all other notices to which Guarantor might otherwise be entitled;
- 6.1.5. the right to receive demand for payment under this Guaranty;
- 6.1.6. any defense of Tenant to the Obligations;
- 6.1.7. any rights to extension, composition, or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute; and

6.2. It is expressly agreed that Guarantor shall remain liable hereon regardless of whether Tenant is held to be not liable on the Obligations and regardless of whether all or any portion of the obligations are "non-recourse". It is agreed between Guarantor and Landlord that the foregoing waivers are of the essence of the Lease transaction and that, but for this Guaranty and such waivers, Landlord would decline to make the Lease.

7. **WAIVER AND RELEASE OF SUBROGATION AND PARTICIPATION.** Guarantor shall have no right of subrogation in or under the Lease as long as Tenant is obligated to Landlord for any amounts under the Lease at any time. Guarantor hereby explicitly waives and releases the foregoing rights of subrogation.

8. **SUBORDINATION.** Any obligation or debt of Tenant now or hereafter held by Guarantor is hereby subordinated to the Obligations, and Guarantor shall not enforce or collect any such indebtedness from Tenant. Nevertheless, upon request by Landlord, Guarantor shall collect, enforce, and receive such indebtedness of Tenant to Guarantor. Any sums collected at Landlord's request or collected in contravention of the prohibition set forth herein shall be held by Guarantor as trustee for Landlord and shall be paid over to Landlord on account of Obligations; provided, however, such payments shall not impair, reduce or affect in any manner the liability of Guarantor under the other provisions of this Guaranty.

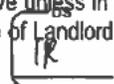
9. **REPRESENTATIONS AND WARRANTIES.** Guarantor hereby represents and warrants to Landlord that:

- 9.1. Guarantor now has no defense whatever to any action, suit, or proceeding whatsoever that may be instituted on this Guaranty;
- 9.2. No other agreement or special condition exists between Guarantor and Landlord regarding the liability of Guarantor hereunder;
- 9.3. This Guaranty constitutes a valid and binding obligation of Guarantor, enforceable in accordance with its terms.

10. **FINANCIAL STATEMENTS.** Not applicable

11. **SEVERAL LIABILITY.** The term "Guarantor" as used in this Guaranty shall refer individually and collectively to all signers of this Guaranty for the purpose of inducing Landlord to execute the Lease. Each undertaking herein contained shall be the several undertaking of each signer hereof, and it is specifically agreed that Landlord may enforce the provisions hereof with respect to one or more of such signers without seeking to enforce the same as to all or any such signers. Guarantor hereby waives any requirement of joinder of all or any other of the parties hereto in any suit or proceeding to enforce the provisions hereof.

12. **STRICT PERFORMANCE; WAIVERS.** No failure, delay, or omission by Landlord to exercise any of the rights, powers, remedies, and privileges hereunder shall be deemed a waiver thereof, and every such right, power, remedy, and privilege may be exercised repeatedly. No notice to or demand on Guarantor shall be deemed to be a waiver of the right of Landlord to take further action without notice of demand as provided herein. In no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing executed by Landlord. Any waiver granted shall be applicable only in the specific instance for which it is given. Failure of Landlord to insist upon strict

performance or observance of any of the terms, provisions, and covenants hereof or to exercise any right herein contained shall not be construed as a waiver or relinquishment of the right to demand strict performance at another time. Receipt by Landlord of any payment or performance on the Obligations shall not be deemed a waiver of the breach of any provision hereof or of the Lease.

- 13. **CAPTIONS.** The captions appearing herein are used for reference only and shall not be construed as limiting anything set forth herein.
- 14. **SEVERABILITY.** The invalidity or unenforceability or any provision of this Guaranty shall not affect the other provisions hereof, and this Guaranty shall be construed as if the invalid or unenforceable provision had never been a part of this Guaranty.
- 15. **GOVERNING LAW.** All questions with respect to the construction of this Guaranty and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the internal laws of the State of Illinois without regard to the principles of conflicts of laws.
- 16. **ASSIGNMENT; DELEGATION; BINDING EFFECT.** This Guaranty is assignable and transferable by Landlord. Each reference herein to Landlord shall be deemed to include its successor and assigns, in whose favor the rights and privileges of this Guaranty shall also run. The duties and obligations of Guarantor may not be delegated or transferred by Guarantor without the prior written consent of Landlord. The duties and obligations of Guarantor shall bind Guarantor's heirs, personal representatives, executors, successors, and assigns.
- 17. **COUNTERPARTS.** This Guaranty may be executed in one or more counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same document.
- 18. **MULTIPLE GUARANTORS.** This Guaranty is executed by more than one party, and it is specifically agreed that the liability of each party shall attach fully at the time of such party's execution hereof, without regard to the failure of any other party to execute its respective guaranty.
- 19. **TERMINATION; REINSTATEMENT.**
 - 19.1. Guarantor's obligations hereunder shall terminate, and this Guaranty shall be released, upon the payment and performance in full of the Obligations.
 - 19.2. This Guaranty shall remain in full force and effect and continue to be effective should any petition be filed by or against Tenant under the Bankruptcy Code, as at any time amended, for liquidation or reorganization, or should Tenant become insolvent or make an assignment for the benefit of creditors or a receiver or trustee be appointed for all or any significant part of Tenant's assets, and this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be resorted or returned by Landlord, whether as a "preferential transfer," "voidable preference," "fraudulent conveyance," or otherwise, as if the portion of such payment rescinded, reduced, restored, or returned had never been made.
- 20. **NOTICES.** All notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when: (i) deposited in the United States mail (by registered or certified mail, return receipt requested, postage prepaid); or (ii) deposited with a nationally recognized overnight delivery service such as Federal Express or Airborne. Each notice hereunder must be directed to the party to receive the same at its address stated below or at such other address as may be substituted by notice given as herein provided.

If to Landlord: _____

If to Guarantor: _____

IN WITNESS WHEREOF, Guarantor(s) have duly executed this Guaranty the day and year first above written.

(signature)

Print: _____, Individually

Date: _____

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EXHIBIT F

CERTIFICATE OF LIABILITY INSURANCE SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2024

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

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

PRODUCER Must be completed	CONTACT NAME:	
	PHONE (A/C, No. Ext)	FAX (A/C, No.)
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Full Insurer Name(s) must be listed		Must be included
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1872192444 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL	SUBR	W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY	Y	X		POLICY NUMBER	DATES MUST BE CURRENT		EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC PER LOCATION <input type="checkbox"/> OTHER AGGREGATE REQUIRED IF MORE THAN ONE LOCATION							
	AUTOMOBILE LIABILITY	Y	X		POLICY NUMBER	DATES MUST BE CURRENT		COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	ANY AUTO							
X	OWNED AUTOS ONLY							
X	HIRED AUTOS ONLY							
	SCHEDULED AUTOS							
	NON-OWNED AUTOS ONLY							
	HIRED & NON-OWNED AUTO REQUIRED IF NO OWNED AUTOS							
	UMBRELLA LIAB	Y	Y		POLICY NUMBER	DATES MUST BE CURRENT		EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	EXCESS LIAB							
	DED.							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N			POLICY NUMBER	DATES MUST BE CURRENT		X PER STATUTE OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							

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

RE: Lease at BUILDING ADDRESS

The following are included as additional insured on the general liability, auto liability, and umbrella liability on a primary and non-contributory basis: LANDLORD and Murray Properties, Inc. and any ownership entity thereof, as their interests may appear, including any of their respective affiliates, subsidiaries, partners, beneficiaries, agents, employees, joint ventures, or joint enterprises, directors, officers, shareholders, and members. A Waiver of Subrogation applies in favor of additional insureds on the general liability, auto liability, umbrella liability, and workers' compensation.

CERTIFICATE HOLDER LANDLORD 2075 Foxfield Rd, Ste 200 St. Charles, IL 60174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE MUST BE SIGNED

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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BASSET Card



April 10, 2024



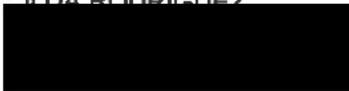
Letter ID: L0761477160

License No.: 5A-0105312
Expiration Date: 4/4/2027
License Type: Basset Card



01/01

ILDA RODRIGUEZ



Your "Student ID number" is: 3096649

Your "Trainer's ID number" is: 5A-0105312

Your BASSET Card is located BELOW

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

IMPORTANT:

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

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

Date of Certification: 4/4/2024 Expires: 4/4/2027
Trainer's IL Liquor License Number: 5A-0105312
ILDA RODRIGUEZ

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

The official seal of the State of Illinois, featuring a central figure holding a staff and a sheaf of wheat, surrounded by the text "THE GREAT SEAL OF THE STATE OF ILLINOIS".

Illinois BASSET SELLER / SERVER CERTIFICATION

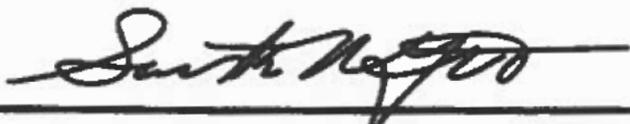
Trainee Name: Fernando Rodriguez

Certificate #: 000039014915

Date of Completion: 07/28/2025

School Name:

360training.com dba Learn2Serve

I, 
certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.

**learn²
serve**

Corporate Headquarters

6504 Bridge Point Parkway, Suite 100
Austin, TX 78730



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2026

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

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

PRODUCER Ashraf F Gerges 21298 4075 Fox Valley Center Dr Unit 4 Aurora, IL 60504-0000	CONTACT NAME: Ashraf F Gerges 21298		
	PHONE (A/C, No, Ext): 630-898-3750	FAX (A/C, No): 630-262-1175	
	E-MAIL ADDRESS: ashraf.gerges@countryfinancial.com		
	PRODUCE CUSTOMER ID:		
	INSURER(S) AFFORDING COVERAGE		
INSURED 0005793567 Belen10 Corporation 3821 E Main St Saint Charles, IL 60174-2424	INSURER A : COUNTRY Mutual Insurance Company		NAIC #
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			M000000329	03/15/2026	03/15/2027	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			M000000329 Covered on BusinessOwners	03/15/2026	03/15/2027	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W000000113	03/15/2026	03/15/2027	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	LIQUOR LIABILITY			M000000329	03/15/2026	03/15/2027	Each Common Cause Limit	\$2,000,000
							AGGREGATE	\$4,000,000

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

WORKERS COMPENSATION EXCLUSIONS:

PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

POLICY INFORMATION:

Each Person Property Damage Limit and Loss Of Means of Support or Loss of Society Limit are included in Liquor Liability Coverage and subject to Illinois Statute.

CONTINUED

CERTIFICATE HOLDER

City of St. Charles
 2 E. Main Street
 St. Charles, IL 60174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY		INSURED 0005793567 Belen10 Corporation 3821 E Main St Saint Charles, IL 60174-2424
POLICY NUMBER W000000113		
CARRIER	NAIC CODE	EFFECTIVE DATE: 01/27/2026

ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: <u>ACORD 25</u> FORM TITLE: <u>CERTIFICATE OF LIABILITY INSURANCE</u>
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.

Contains copyrighted material of the National Council on Compensation Insurance, with its permission.

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 74657303

Approved By: AXP

FILED

APR 12 2024

Alexi Giannoulis
Secretary of State

1. Corporate Name: BELEN10 CORPORATION

2. Initial Registered Agent: ILDA RODRIGUEZ

First Name

Middle Initial

Last Name

Initial Registered Office

Number

Street

Suite No.

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

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

NAME & ADDRESS OF INCORPORATOR

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

Dated APRIL 12, 2024
Month & Day Year

ILDA RODRIGUEZ

Name

Street

City/Town

State

ZIP Code



City of St. Charles License Certification

Applicant Name Ilda Rodriguez	Business Name Tao Dale St-Charles
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 3821 E. main st St-Charles, IL 60174

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

[Redacted Signature]

01/26/26
Date

State of Illinois
County of Will

Signed before me this 26th
day of January, 2026
by [Redacted Name]

[Redacted Signature]

(SEAL)





City of St. Charles, IL

Acknowledgment of Alcohol Tax

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

Business Name Belen10 Corporation DBA Taco Dale St. Charles	Business Address 3821 E Main St St. Charles, IL 60174
Name Ilda Rodriguez	Title President
Signature 	Date 1/25/20

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

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

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

BUSINESS CONTACT INFORMATION

Corporate name: Belen10 Corporation

DBA: Taco Dale St. Charles

Phone:

Fax:

E-mail:

Address:

City:

State: IL

ZIP
Code:

Expected date of business opening (Required): March 9th 2026

TAX PREPARER INFORMATION

Name of Tax Preparer: Ilda Rodriguez

Phone:

Fax:

E-mail:

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.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7
	Title:	Discussion regarding a violation of a liquor and video gaming licensing for Nuova Italia, located at 18 N. 4th St., St. Charles.	
	Presenter:	Police Chief Dan Likens	
Meeting: Liquor Control Commission		Date: March 16, 2026	
Proposed Cost: \$		Budgeted Amount: \$ N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Staff determined that Nuova Italia was sold in September 2025, but the new owners, CMI Charles LLC d/b/a Tranita, continued selling alcohol despite liquor licenses being non-transferable under City Code 5.08.190. The new owners have applied for a license to be considered as the next item on tonight's agenda. They are currently operating without a valid liquor and video gaming licenses in violation of city ordinance.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Discussion regarding a violation of a liquor and video gaming licenses for Nuova Italia, located at 18 N. 4th St., St. Charles.			



Memo

Date: 3/11/2026
To: Clint Hull Mayor-Liquor Commissioner
From: Dan Likens Chief of Police
Re: Nuova Italia West Corp. Business Sale (License LIQ-00037) Video Gaming (VSI-00014)

The purpose of this memorandum is to document and forward to your attention the sale of a licensed liquor establishment which continues to operate and sell liquor in violation of the city code 5.08.190.

While conducting a background investigation on a new applicant for a Class B1 liquor license staff learned the current business had been sold to other parties on or about September 3, 2025. The new parties have applied for a liquor license for the same location under CMI Charles LLC/d/b/a Tranita. They have maintained staff from Nuova Italia specifically Antonio Lettieri who was the prior owner.

Continuing to sell alcohol would be in violation of city ordinance 5.08.190 which states in summary a license shall be purely a personal privilege, good for a period not to exceed one year after issuance, and shall not constitute property, nor shall it be “alienable or transferable.”

Staff conducted follow up interviews with prior Nuova Italia ownership (Antonio Lettieri) and parties to the new application under CMI Charles (Phoebe Falese) and confirmed both the building and business sold in September 2025. Additionally, January liquor tax was paid by CMI Charles who is not a valid liquor license holder.

Continuing to operate the business would be in clear violation of the Ordinance. In addition, the business holds a video gaming license (VSI-00014) which would also be in violation if the liquor license is deemed no longer valid after change in ownership.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 8

Title: Consideration to approve a Proposal for a B-2 Liquor License Application for CMI Charles LLC D/B/A Tranita, Located at 18 N 4th St, St. Charles

Presenter: **Police Chief Dan Likens**

Meeting: Liquor Control Commission

Date: March 16, 2026

Proposed Cost: \$

Budgeted Amount: \$ N/A

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

CMI Charles LLC D/B/A Tranita, located at 18 N 4th St, is requesting approval of a B-2 liquor license application for their business.

Attachments (please list):

Liquor License

Recommendation/Suggested Action (briefly explain):

Consideration to approve a proposal for a B-2 Liquor License Application for CMI Charles LLC D/B/A Tranita, located at 18 N 4th St, St. Charles.



Memo

Date: 3/11/2026
To: Clint Hull Mayor-Liquor Commissioner
From: Dan Likens Chief of Police
Re: Background Investigation- CMI Charles LLC D/B/A Tranita 18 N 4th St.. St. Charles
(B-2 / Liquor License)

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

CMI Charles D/B/A Tranita has applied for a B-2 liquor license. The business was operating as Nuova Italia located at 18 N. 4th. St. The business was sold on or about September 3rd, 2025. The new ownership is comprised of Phoebe Falese, Matthew Ward, Constantine Papadimis, and Marc Calabria. During the background investigation staff discovered both the building and existing business were sold, however operations are continuing under the old business. It was discovered they are currently in violation of both the liquor license and video gaming license.

Applicant Phoebe Falco was a prior liquor license holder for a business named Mixology Salon and Spa Inc. That license has expired. There were unpaid utility bills due to the city and after notice that bill was then paid on March 4th, 2026. The new ownership is proposing operating Tranita Tuesday – Thursday 3pm-10pm, Friday – Saturday 3pm - 2am, and Sunday 12pm-9pm. It should be noted that there is no late-night liquor license request with this application.

The building was purchased by applicant Matthew Ward on September 29th, 2025 and a 3-year lease was executed on November 13th, 2025. The operations are proposed to include food, beer, wine, and cocktails. All principals have completed BASSET certification. The current site appears unchanged from the prior business.

Background checks and fingerprints were conducted on all applicants. Phoebe Falese was arrested for DUI in 2001 by the Cary Police Department and in 2003 by the Woodstock Sheriff's Office for Contempt of Court.

Matthew Ward had no criminal history.

Constantine Papadimis was charged in 1996 by the Downers Grove Police with Unlawful Possession of Cannabis, Possession of Drug Paraphernalia, and Fictitious Drivers License. He was arrested in 2001 by the Chicago Police Department for Possession of a Controlled Substance.

Marc Calabria was arrested in 2014 by the Oak Park Police for DUI and leaving the scene of a property damage accident.

The site location/floor plans and the corresponding application materials were reviewed by my staff. Reviews of the Illinois Liquor Control Commission were conducted and no items to note.

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



Memo

Date: 03/09/2026
To: Chief Dan Likens #400
From: Detective Dalton Servatius #357
Re: Liquor License Background / CMI Charles LLC. d/b/a Tranita

The purpose of this memorandum is to outline the steps taken during the background investigation for a liquor license application submitted by **CMI Charles LLC. d/b/a Tranita** for a **Class B-2 Liquor License** at **18 N. 4th Street, St. Charles, Illinois 60174**. A **Class B-2 license** authorizes the retail sale of alcoholic liquors for consumption on the premises of a restaurant or tavern. The license also authorizes the retail sale of wine in its original package for off-premises consumption when sold in conjunction with a carry-out order of one or more meals, subject to approval by the Local Liquor Control Commissioner.

Applicants

Phoebe A. Falese

DOB: [REDACTED]
[REDACTED]
[REDACTED]

Matthew M. Ward

DOB: [REDACTED]
[REDACTED]
[REDACTED]

Constantine D. Papadimis

DOB: [REDACTED]
[REDACTED]

Marc W. Calabria

DOB: [REDACTED]
[REDACTED]
Phone: [REDACTED]



Application Review

The application was received on **November 3, 2025**.

The application was reviewed and determined to be complete and included the following required documentation:

- Lease agreement
- Business menu
- Certificate of Insurance (COI)
- Floor plan
- Business model/plan
- Basset Certifications

Basset Certifications were submitted for all four owners:

- Phoebe Falese
- Matthew Ward
- Constantine Papadimis
- Marc Calabria

These individuals are listed as the **co-owners of Tranita**.

A review of the **Illinois Secretary of State corporate records** confirmed that **CMI Charles LLC** remains in good standing.

Illinois Liquor Control Commission Check

A review of records through the **Illinois Liquor Control Commission** revealed:

- Phoebe Falese previously held a liquor license for **Mixology Salon and Spa Inc.**
 - Address: 116 W. Main St., St. Charles, Illinois
 - License #: **1A-1148920**
 - Status: **Expired**

No Illinois liquor licenses were located for:

- Constantine Papadimis
- Matthew Ward
- Marc Calabria

Criminal History Checks

All applicants submitted fingerprints through:

- FBI
- Illinois Bureau of Identification

Phoebe Falese

Arrest history returned:

- DUI/Alcohol – 07/11/2001 – Cary Police Department
- Contempt of Court – 11/01/2003 – Woodstock Sheriff's Office

Matthew Ward

No arrest history.

Constantine Papadimis

- Unlawful possession of cannabis – Class A Misdemeanor
- Possession of drug paraphernalia – Class A Misdemeanor
- Fictitious driver's license – Class A Misdemeanor
 - Date: 03/21/1996
 - Agency: Downers Grove Police Department
 - Case #: 96-6166
- Possession of a controlled substance – 03/22/2001
 - Agency: Chicago Police Department
 - Case #: 14738063

Marc Calabria

- DUI/Alcohol – Class A Misdemeanor
- Leaving the scene of a property damage accident – Class A Misdemeanor
 - Date: 12/22/2014
 - Agency: Oak Park Police Department
 - Case #: 14-32362

Local Records Checks**Kane County Aegis****Phoebe Falese**

- 12/29/2017 - Suspect/Offender – Domestic Trouble

Matthew Ward

- 11/22/2025 - Victim – Domestic Battery
- 11/22/2025 - Involved Person – Suspicious Person

Papadimis and Calabria

- No record.

Circuit Clerk Checks

Searches were conducted through the following jurisdictions:

- DeKalb County
- DuPage County
- Cook County
- Kane County
- Will County

No cases were located for:

- Phoebe Falese
- Matthew Ward
- Marc Calabria

DuPage County records showed a previous case for Constantine Papadimis:

- Unlawful possession of cannabis
 - Possession of drug paraphernalia
 - Fictitious driver's license
- Case #: **1996CM001677**

IClear Records

Searches through the **Chicago Police Department IClear system** revealed:

Phoebe Falese

- No disqualifying records.

Matthew Ward

- No disqualifying records.

Marc Calabria

- DUI/Alcohol and leaving the scene of an accident – 12/22/2014

Constantine Papadimis

- Possession of less than 15 grams of heroin - Class 4 Felony - 03/22/2001
 - Did not result in a conviction.
-

Financial Checks

Phoebe Falese

- No liens
- No bankruptcies
- No judgments

Constantine Papadimis

- No liens
- No bankruptcies
- One judgment

Matthew Ward

- No liens
- One bankruptcy
- Four judgments

Marc Calabria

- Three liens
- Five judgments
- One bankruptcy

Supporting documentation is attached.

Residency Checks

Downers Grove Police Department

Contacted on **01/20/2026**

- No negative contacts for Constantine Papadimis.

Wood Dale Police Department

Contacted on **01/26/2026**

- No negative contacts for Marc Calabria.

Applicant Interviews

Interviews were conducted with all applicants at the **St. Charles Police Department**. Each applicant signed the required **background investigation waiver forms**. Applicants provided consistent statements regarding the planned operation of the business.

Key points:

- **Nuova Italia restaurant was purchased by CMI Charles LLC.**
- The previous owner **Antonio Lettieri remains operating the restaurant as a manager** until the new liquor license is issued.
- The business is in operation to include the sale of alcohol.
- The building at **18 N. 4th Street** was purchased by **Matthew Ward on September 29, 2025.**
- CMI Charles LLC signed a **3-year lease on November 13, 2025**, with two optional five-year extensions.
- Renovations will occur in phases across the **main level, loft level, and basement.**
- Anticipated reopening is **May 2026.**

Proposed Business Operations

Hours of Operation

Monday - Closed

Tuesday - Thursday: 3:00 PM - 10:00 PM

Friday - Saturday: 3:00 PM - 2:00 AM

Sunday: 12:00 PM - 9:00 PM

Capacity: **Approximately 208 patrons**

Business operations will include:

- Beer
- Wine
- Cocktails
- Full food menu

Site Inspection

On **01/30/2026 at 11:00 hours**, I conducted a site inspection at **18 N. 4th Street** with **Falese and Papadimis**.

Observations:

- The interior remained largely unchanged from the previous **Nuova Italia** operation.
- Layout plans were consistent with the submitted floor plans.
- The basement contains existing **video gaming permits**, which applicants are working to transfer.

Additional Issues Identified

On 03/02/2026, it was reported that **CMI Charles LLC. paid the January Alcohol Tax Return for Nuova Italia.** It was explained that this was an accident and payment was made by Antonio Lettieri. Additionally, it was discovered that **Falese's previous business (Mixology Salon and Spa) had an outstanding utility bill from 2024.** Falese later provided proof that the **utility bill was paid on 03/04/2026.**

Liquor License Compliance Issue

During the course of the investigation, it was determined that the **ownership of the restaurant business transitioned from Nuova Italia to CMI Charles LLC. on or around September 3, 2025.** Under **City of St. Charles Municipal Code Section 5.08.190 – License Transfer**, a liquor license is considered a **personal privilege issued to a specific individual or entity and is not transferable.** As a result, once the business ownership transferred to **CMI Charles LLC.**, the liquor license previously issued to **Antonio Lettieri / Nuova Italia** was **no longer valid for the continued sale of alcoholic beverages by the new ownership entity.** Although **Antonio Lettieri advised he remains on site and operating the restaurant,** the liquor license was issued to the previous ownership structure and does not automatically transfer upon sale of the business. Therefore: **If alcoholic beverages were sold at the establishment after the ownership transfer and prior to the issuance of a new liquor license or temporary liquor license under Section 5.08.120, the establishment would have been operating without a valid local liquor license in violation of the City of St. Charles Liquor Code.**

This potential compliance issue is documented for review by the **Local Liquor Control Commissioner**, who may determine whether any administrative action or enforcement review is appropriate. I Have requested a copy of the business sale but have not received it as of the memorandum.

Conclusion

Based on the investigation conducted, all required background checks, interviews, and site inspections were completed regarding the liquor license application for **CMI Charles LLC. d/b/a Tranita.** All findings and the identified **liquor license compliance issue related to the transfer of business ownership** are documented within this memorandum for review by the **Local Liquor Control Commissioner.**

This concludes the background investigation.

Detective Dalton Servatius #357

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): PHEOBE FALESE, MATTHEW WARD, CONSTANTINE PAPADIMIS, AND MARC CALABRIA

BUSINESS: CMI CHARLES LLC. D/B/A TRANITA

ADDRESS: 18 N. 4TH ST.

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

INVESTIGATOR ASSIGNED: [REDACTED]

SUPERVISOR REVIEW: [REDACTED]



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, MARC W CALABRIA, 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.

MARC W CALABRIA

Applicant's Name (Printed)

1-26-2026

Date

Applicant's Signature

1-26-2026

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.

MARC W CALABREZA

Applicant's Name (Printed)

[Redacted Signature]

Applicant's Signature

1-26-2026

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Matthew Ward, 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.

Matthew Ward
Applicant's Name (Printed)

01-29
Date


Applicant's Signature

01-19
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.

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M. Alton Ward

Applicant's Name (Printed)

[Redacted Signature]

Applicant's Signature

01-19

Date



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

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Phoebe Falese, 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.

Phoebe Falese
Applicant's Name (Printed)

1-19-26
Date

[Redacted Signature]

[Redacted Signature]
Applicant's Signature

1-19-26
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.

Phoebe Fatese

[Redacted Signature]

Applicant's Signature

1-19-26

Date



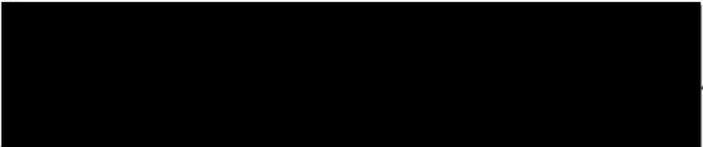
**ST. CHARLES POLICE DEPARTMENT
LIQUOR BACKGROUND INVESTIGATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

I, Constance Appanna, 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.

Constance Appanna
Applicant's Name (Printed)

1-19-25
Date


Applicant's Signature

1-19-25
Date



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

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

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

Constance Johnson
Applicant's Name (Printed)

[Redacted Signature]
Applicant's Signature

1-14-28
Date



DEPARTMENT OF POLICE

CITY OF WOOD DALE



404 NORTH WOOD DALE ROAD • WOOD DALE, ILLINOIS 60191-1599
ADMINISTRATIVE - 630-766-2060 • EMERGENCY - 911 • FAX - 630-766-9178
WEBSITE • www.wooddale.com

Local Criminal Record Check

Date: January 27, 2026

Name: Marc W. Calabria
DOB: [REDACTED]

To whom it may concern,

This is to certify that a records search of this Department disclosed the following contacts:

Various Traffic/Parking citations
03/27/24 Burglary to Motor Vehicle - VICTIM

This search includes Criminal, Traffic and Non-Traffic violations from our department. This records check is done by name only and is not supported by a fingerprint inquiry. Kindly be advised that this records check is based only upon the name provided by you. This letter is intended for passport, immigration, or employment purposes only. It is not for any type of personal recommendation or identification.

Sincerely,

Carey Owens #173

Records Specialist
Wood Dale Police Department
404 N Wood Dale Rd
Wood Dale, IL 60191
630-787-3823

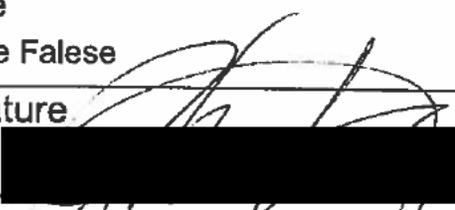
Class B-2 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a restaurant and tavern. Class B-2 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises, in conjunction and solely with a carry out order of one (1) or more meals.



City of St. Charles, IL

Acknowledgment of Alcohol Tax

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

Business Name CMI Charles LLC	Business Address 150 S. Bloomingdale, Suite 200 Bloomingdale, IL 60108	
Name Phoebe Falese	Title Owner/Investor	
Signature 	Date 11/03/2025	

Please return this signed acknowledgment form to:

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

City of St. Charles
ALCOHOL TAX
BUSINESS INFORMATION SHEET

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

BUSINESS CONTACT INFORMATION

Corporate name: CMI Charles LLC

DBA: Nova Italia Ristorante

Phone: 630-205-8619

Fax:

E-mail: phoebef116@gmail.com

Address: 18 N. 4th Street

City: St.Charles

State: IL

ZIP
Code: 60174

Expected date of business opening (Required): February 14, 2026

TAX PREPARER INFORMATION

Name of Tax Preparer: Marc Calabria

Phone: 708-369-6272

Fax:

E-mail: marc@megconsultancy.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.



City of St. Charles License Certification

Applicant Name Phoebe Falese	Business Name CMI Charles LLC
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 150 S. Bloomingdale, Suite 200 Bloomingdale, IL 60108

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

Applicant's Signature

11-3-2025
Date November 3, 2025

State of Illinois

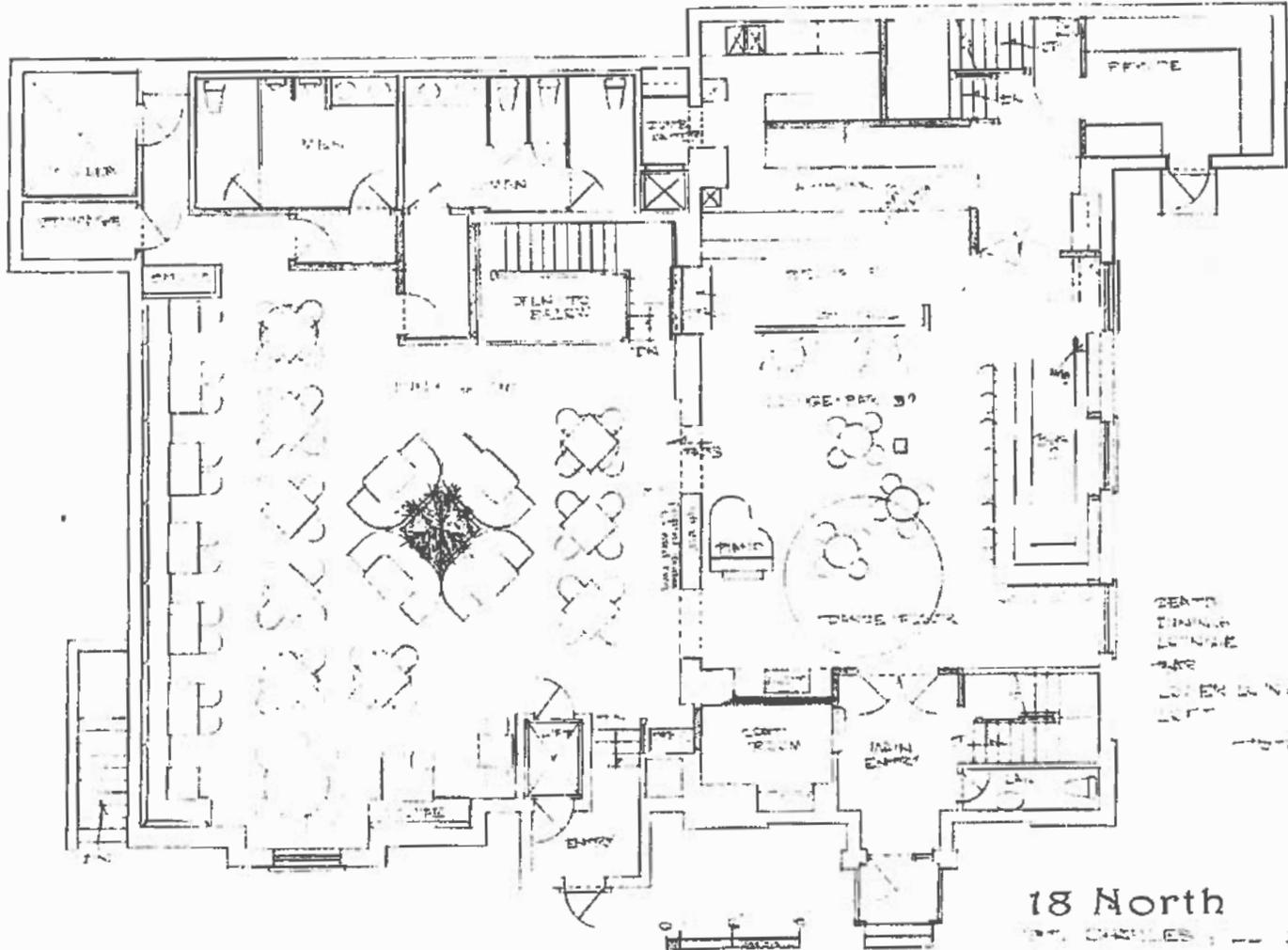
County of Kane

Signed before me this 3rd
day of November, 2025
by Catherine T. McKee

Notary Public

(SEAL)

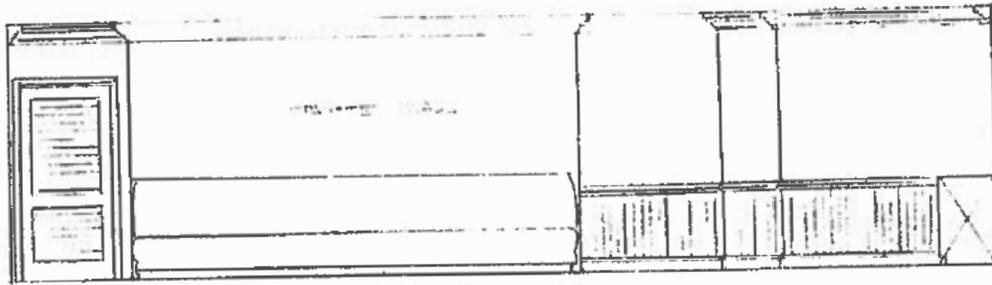




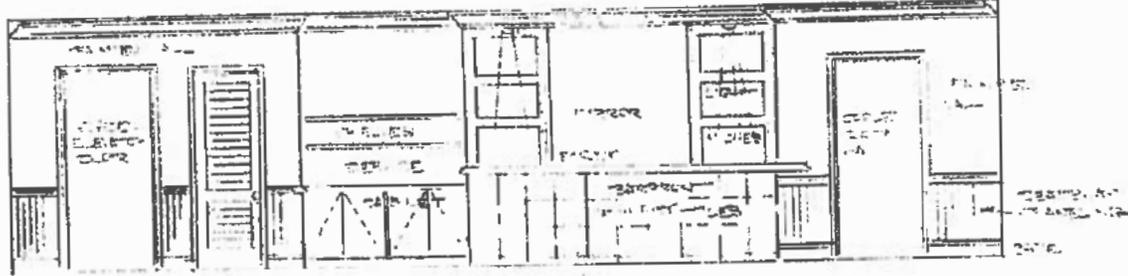
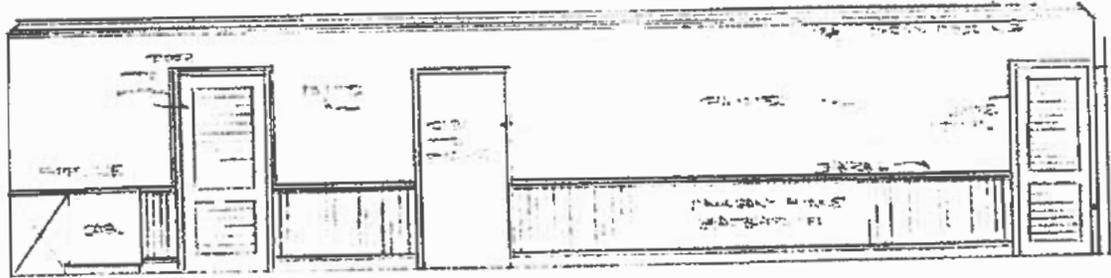
SEAT	30
TABLE	20
LOUNGE	12
BAR	12
LOUNGE TABLE	14
TOTAL	90

18 North
 18 NORTH RESTAURANT

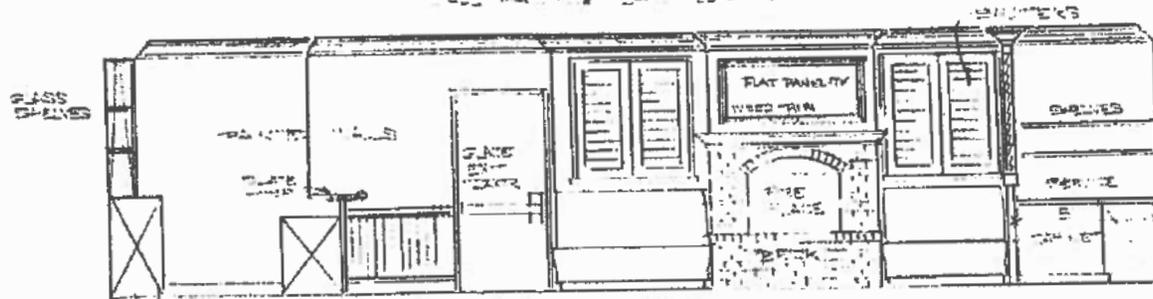
SCALE 1/4" = 1'-0"



WALL PANELS BEHIND 21-10

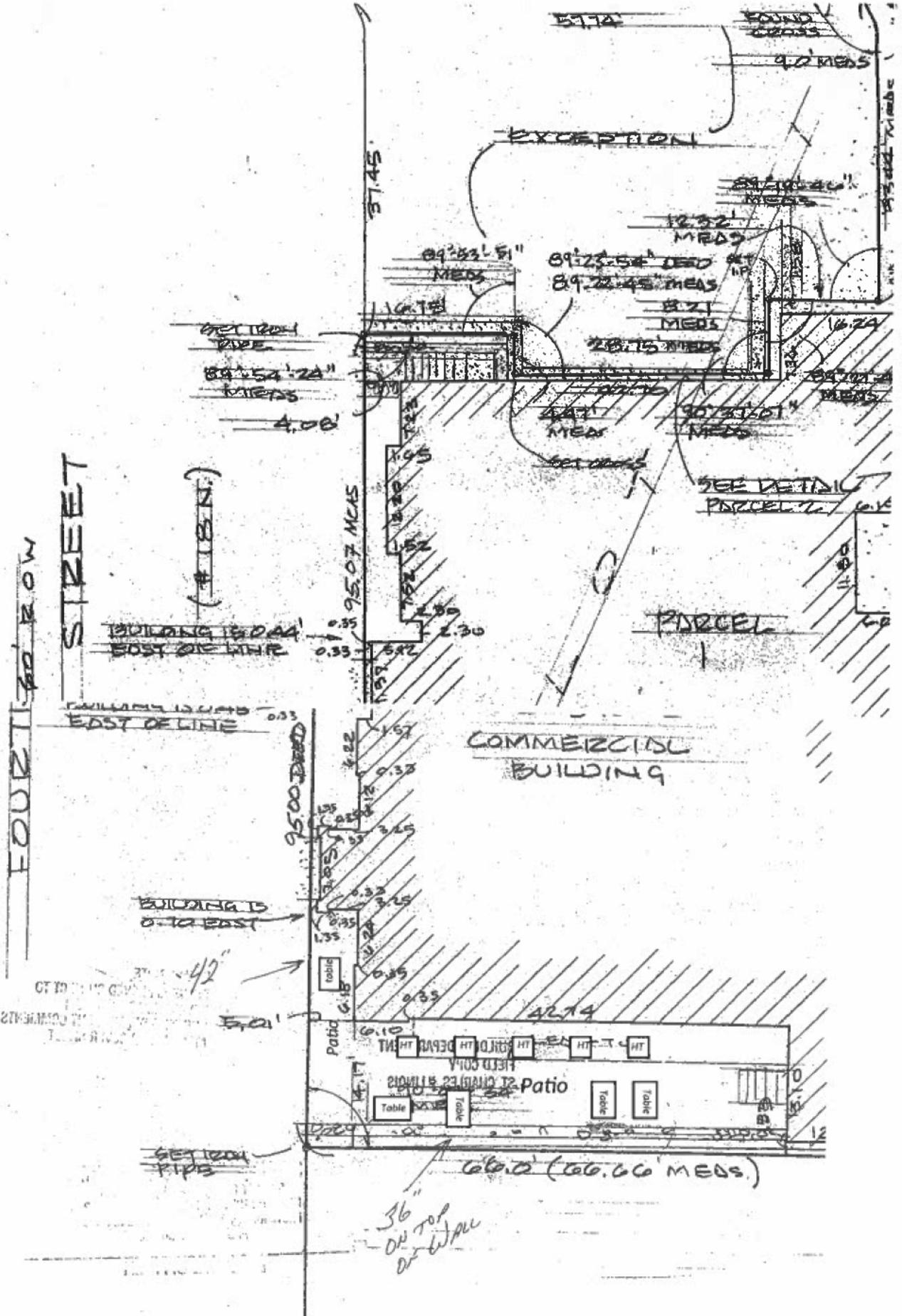


WALL PANELS BEHIND 21-10



WALL THROUGH FIRE PLACE 21-10

10' 0" x 10' 0" x 10' 0"
 10' 0" x 10' 0" x 10' 0"
 10' 0" x 10' 0" x 10' 0"
 10' 0" x 10' 0" x 10' 0"



FORTY-FOUR STREET

SOUND CROSS

BUILDING A EAST LINE

BUILDING B EAST LINE

BUILDING B 0-10 EAST

COMMERICAL BUILDING

PARCEL

EXCEPTION

SEE DETAIL
PARCEL 7

95.07 MEAS

57.45

66.0 (66.66 MEAS.)

36"
ON TOP
OF WALL

SET TRUCK
PIPS

(# 1 IN)

GET TRUCK
PIPE

89'-54'-24"

4.00

89'-23'-54"

89'-23'-54" MEAS

89'-22'-45" MEAS

8'-21" MEAS

28'-15" MEAS

4'-21" MEAS

12'-32" MEAS

8'-10'-24" MEAS

16'-24" MEAS

8'-7'-01" MEAS

30'-31'-01" MEAS

11'-00"

6'-0"

95.00

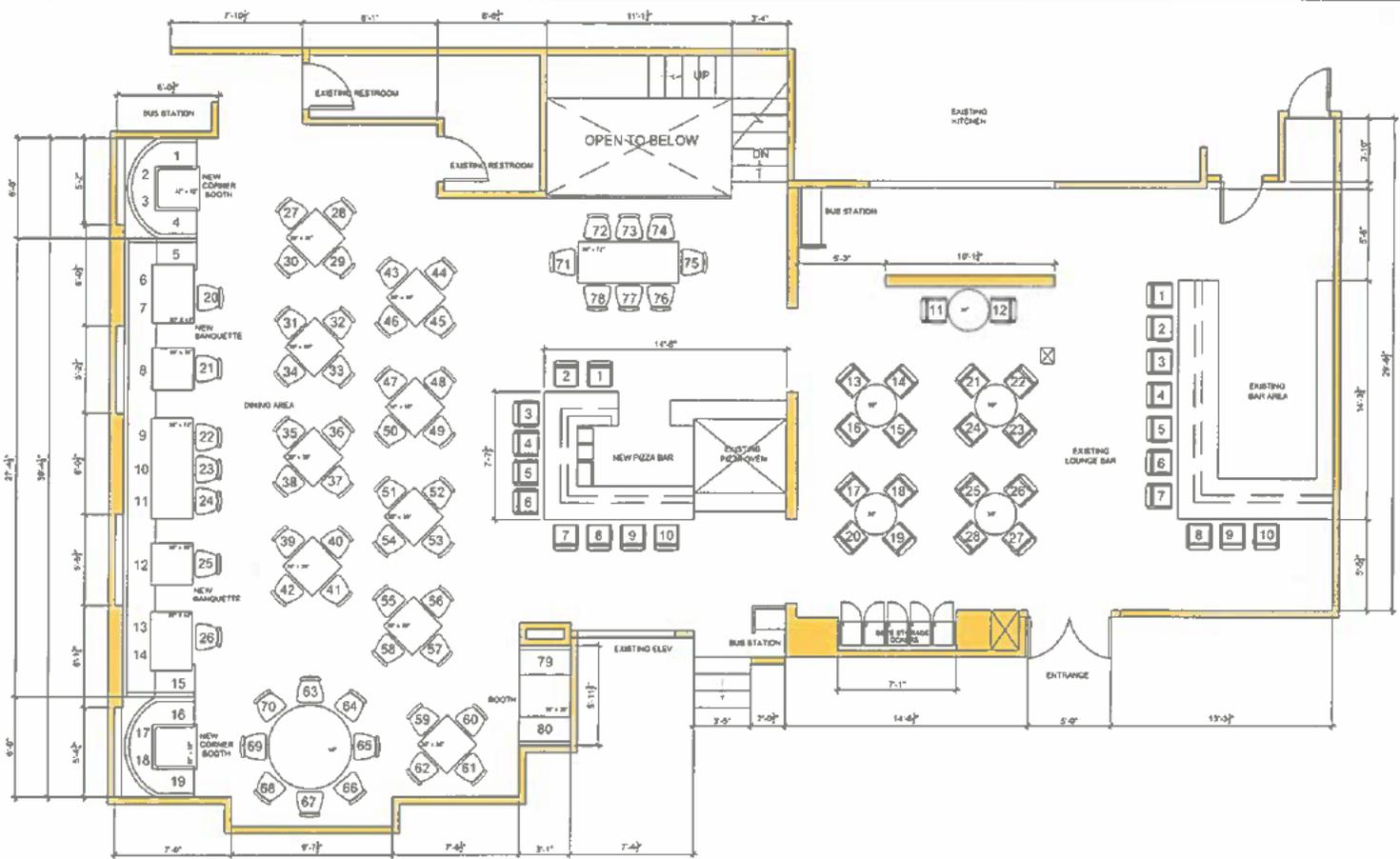
Table

Patio

Table

LOUNGE BAR SEATING:
 BAR STOOLS: (28)
 HIGH BOY TABLES: (5)
TOTAL LOUNGE SEATING: 28

DINING ROOM SEATING:
 BAR STOOLS: (10)
 DINING CHAIRS: (59)
 DINING TABLES 30" X 30": (11)
 DINING TABLE 30" X 42": (2)
 DINING TABLE 32" X 32": (2)
 DINING TABLE 30" X 36": (1)
 DINING TABLE 30" X 72": (2)
 DINING TABLE 60" ROUND: (1)
TOTAL DINING SEATING: 90



FLOOR PLAN- MAIN LOUNGE & DINING #1

SCALE: 1/8" = 1'-0"

DATE: February 9, 2026
 ISSUE:

CLIENT/LOCATION:
 TRINITA
 18 N. FOURTH ST.
 ST. CHARLES, IL 60174

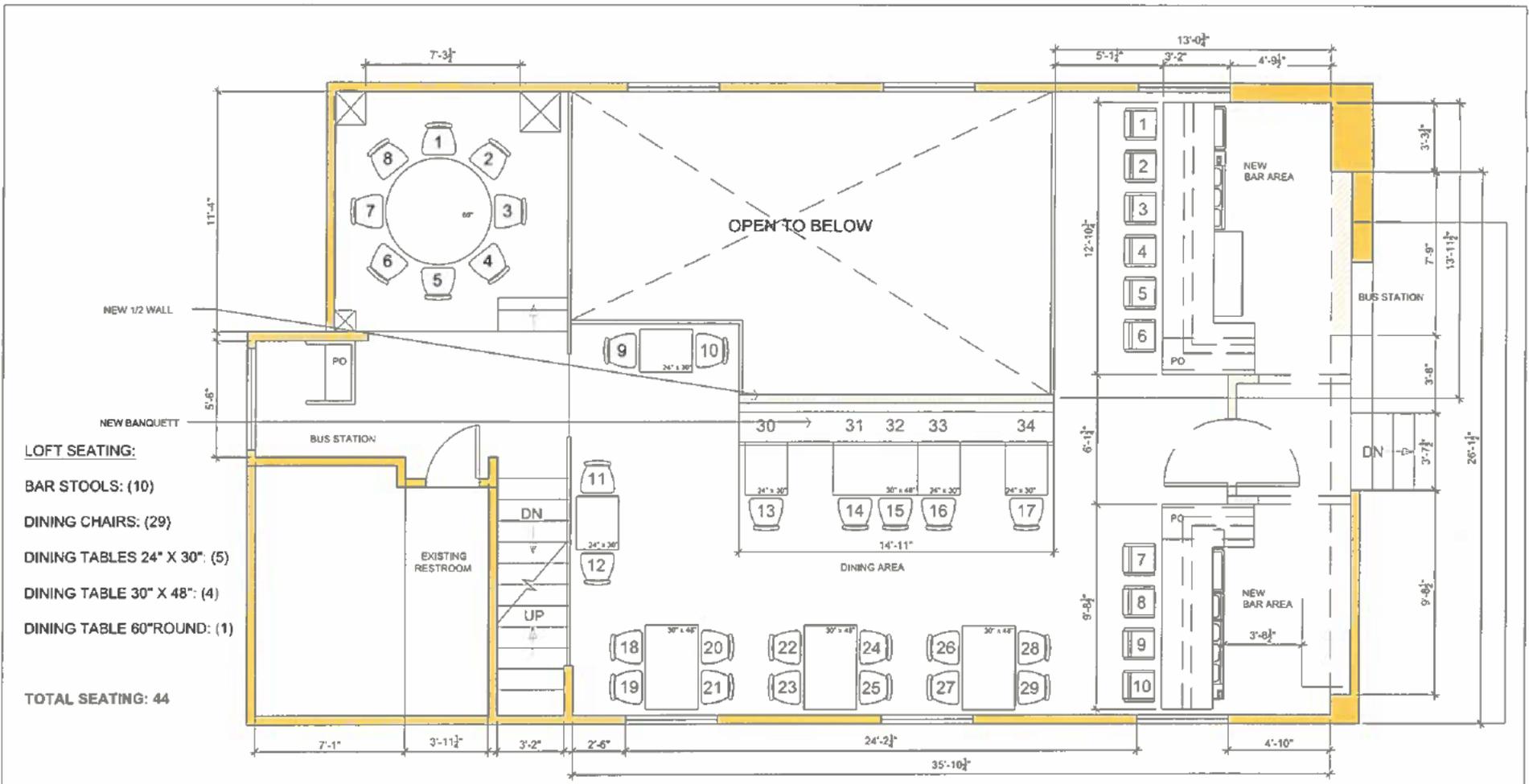
PROJECT NO:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	02/09/2026
2	REVISED PER PERMIT	02/09/2026
3	REVISED PER PERMIT	02/09/2026
4	REVISED PER PERMIT	02/09/2026

NOTES:
 RD INTERIORS, LLC
 ROSANNA A. DESANTIS

These drawings are to be used for DESIGN INTENT ONLY - not for construction. Approval of contractor is required for any changes. Approval to use drawings is granted by the client. Designer will not be responsible for any errors or omissions. Designer will not be responsible for any errors or omissions. Designer will not be responsible for any errors or omissions.

A-01



- LOFT SEATING:**
- BAR STOOLS: (10)
 - DINING CHAIRS: (29)
 - DINING TABLES 24" X 30": (5)
 - DINING TABLE 30" X 48": (4)
 - DINING TABLE 60" ROUND: (1)
- TOTAL SEATING: 44**

FLOOR PLAN - LOFT OPTION #6

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

DATE
February 9, 2026

CLIENT LOCATION
TRINITA
16 N. FOURTH ST.
ST. CHARLES, IL 60174

PROJECT INFO

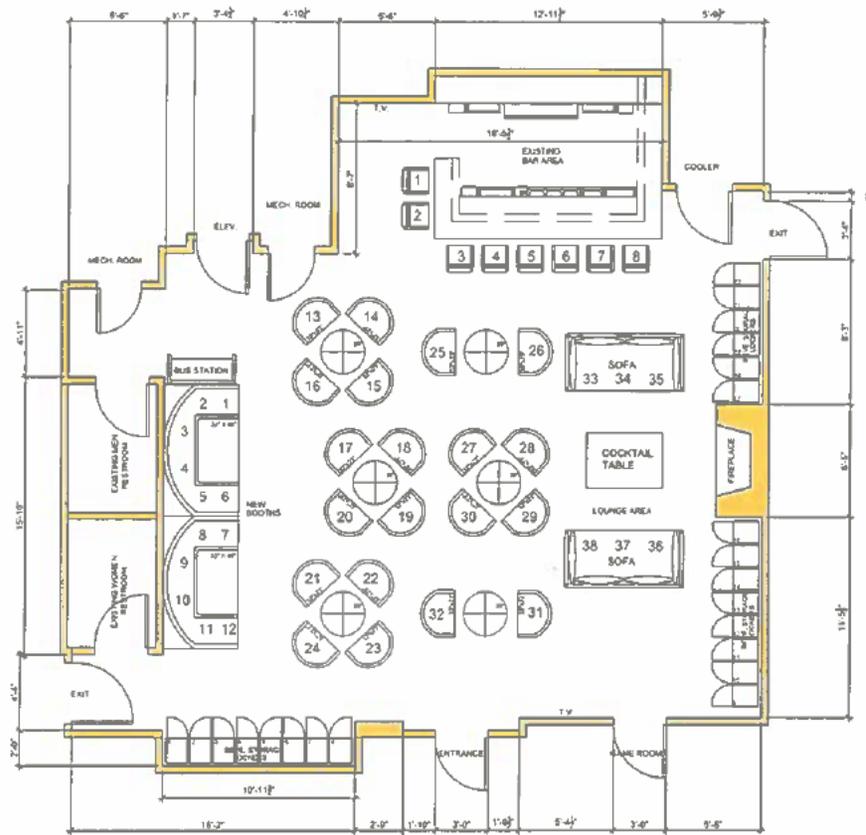
NO.	DESCRIPTION	DATE
1	3-D PLOT/REVISIONS	02/09/2026
2	3-D PLOT/REVISIONS	02/09/2026
3	3-D PLOT/REVISIONS	02/09/2026

NOTES
RD INTERIORS, LLC
ROSANNA A. DESANTIS

These drawings are for DESIGN INTENT ONLY - not for construction. Applied or otherwise is VOID OF ANY PROTECTION. Approval to construct. Designer will not be responsible for any errors. Designer will not be responsible for any errors. Designer will not be responsible for any errors.

A- 02

- BAR STOOLS: (8)
- LOUNGE CHAIRS: (20)
- SOFAS: (2)
- COCKTAIL TABLES 30" ROUND: (6)
- COCKTAIL RECTANGLE: (1)
- DINING TABLE 32" X 48": (2)
- TOTAL SEATING: 46



FLOOR PLAN - CONFESSIONS OPTION #2

SCALE: 1/8" = 1'-0"

DATE
February 9, 2026

CLIENT/LOCATION
TRINITA
18 N. FOURTH ST.
ST. CHARLES, IL 60174

PROJECT NO.

REVISION	DATE
REVISED AND COMPLETE	02/09/2026
REVISED ROOMS, FINISHES, DIMENSIONS TO CLARIFY	02/09/2026
REVISIONS TO BAR AREA	02/09/2026
REVISIONS TO LOUNGE AREA	02/09/2026
FINAL FLOOR PLAN	02/09/2026

NOTES
RD INTERIORS, LLC
ROSANNA A. DEBANTIS

These drawings are to show DESIGN INTENT ONLY - not for construction.
Approved by Contractor in writing. Approved by Architect in writing.
Approved by Designer in writing. Approved by Client in writing.
Designer will not be responsible for any errors or omissions in the drawings.

A- 03

Absolute Mandarin-3
Absolute Citron-6
Absolute Peach-6
Grand Marnier-6
Aperol-14
Beefeater-3
Effen Black Cherry-5
Kahulua-3
Dominique Brandy-24
Grappa Italiana-36
Grappa Di Greco-28
1800 Tequila Blanco-1
1800 Tequila Reposado-5
Chicago Lemon Vodka-9
Chicago Vanilla Vodka-4
Chicago rum-1
Sambuca-2
Aristocrat Brandy-5
Luxardo Limoncello-5
Fabrizia Limoncello-4
Mi Campo Tequila Blanco-3
Mi Campo Tequila Reposado-3
Amaro Lucana-2

Grappa Di Greco Grappa-3 case

**LAW OFFICES OF
DOMINIC J. MANCINI, P.C.
133 Fuller Road
Hinsdale, IL 60521
(630) 325-2580**

November 14, 2025

**Via Email: matt53dg@gmail.com and marc@megconsultancy.com
Matt Ward
Mark Calabria**

=====

FOR PROFESSIONAL SERVICES RENDERED:

IN RE: WC Charles Holdings LLC and CMI Charles LLC

**Preparation of:
Commercial Lease for premises located at 18 North 4th Street, Saint Charles, IL**

\$600.00

**DJM:ghb
invoice.WCCharlesHoldingsLLC**

COMMERCIAL LEASE

Date: November 13, 2025

ARTICLE 1. BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.1 Basic Lease Provisions:

LANDLORD: WC Charles Holdings LLC, an Illinois Limited Liability Company or its nominee.

ADDRESS OF LANDLORD: 150 South Bloomingdale Road, Suite 200
Bloomingdale, IL 60108

TENANT: CMI Charles LLC, an Illinois Limited Liability Company or its nominee.

ADDRESS OF TENANT: 150 South Bloomingdale Road, Suite 200
Bloomingdale, IL 60108

TENANT'S TRADE NAME:

LEASED PREMISES: 18 North 4th Street, Saint Charles, IL 60174

ORIGINAL LEASE TERM: From the Commencement Date (as herein after defined) and continuing for thirty-six (36) Consecutive months thereafter.

OPTION TERMS: 2 additional option of 5 years

NOTICE FROM TENANT TO EXERCISE OPTION: 180 days prior to expiration of Lease Term.

RENT ABATEMENT: Not Applicable to this Lease.

COMMENCEMENT DATE: November 13, 2025.

RENTAL COMMENCEMENT DATE: November 13, 2025. (Rent for November 2025 is prorated at \$6,000.00 due at signing).

POSSESSION DATE: November 13, 2025.

END OF LEASE DATE: October 31, 2028.

BASE RENT: \$10,000.00 per month for year 1. (Starting December 1, 2025)

\$10,300.00 per month for year 2.

\$10,609.00 per month for year 3.

OPTION TO RENEW:
Option 1:

\$10,927.27 per month for year 4.

\$11,255.09 per month for year 5.

\$11,592.75 per month for year 6.

\$11,940.53 per month for year 7.

\$12,298.75 per month for year 8.

\$12,667.71 per month for year 9.

EXTRA RENT: In the event gross revenue exceeds \$1,600,000.00 then 10% of the monthly revenue shall be added as extra rent to the base rent.

UTILITIES: Tenant is responsible for all utilities beginning on November 15, 2025 including; electric, gas, telephone, internet, water, sewer, and garbage.

PROPERTY TAXES: Tenant pays 100% of the property taxes for Kane County Tax Pin Number: 09-27-361-028-0000.

OTHER EXPENSES: Tenant to pay all business insurance, and property insurance at the current levels. HVAC maintenance is not included in the rent, and is to be handled by the Tenant. In addition, tenant is responsible for any and all maintenance charges including painting interior and exterior, snow removal and landscaping.

PERMITTED USE OF LEASED PREMISES: Restaurant and Bar

SECURITY DEPOSIT: \$4,000.00

TENANT IMPROVEMENT CONTRIBUTION: \$150,000.00 from WC Charles Holding LLC

Section 1.2. Significance of Basic Lease Provision. Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 of this Article shall be deemed and construed to incorporate all the Terms provided under each such Basic Lease Provision.

ARTICLE 2. PREMISES

In consideration of the rents, terms, covenants, conditions and agreements to be performed and observed by Tenant, Landlord hereby leases to Tenant and Tenant accepts from Landlord the premises (the "Premises") described in Section 1.1 and shown on Exhibit A, designated and commonly known as 18 North 4th Street, Saint Charles, IL 60174 which Premises consist of approximately 9,052 square feet at main level, together with the non-exclusive use in common with others entitled thereto of the common areas of the Building (the "Building") including parking areas, sidewalks and driveways, as presently existing or hereafter altered during the term and upon the conditions set forth in this Lease. Also included in the Leased Premises are the parking spaces and storage spaces described in Section 1.1.

ARTICLE 3. MAINTENANCE

Tenant shall be responsible for all work necessary to be open for business including attaining necessary permits for Tenant's Work. Landlord shall have reasonable approval rights over Tenant's plans.

Landlord shall maintain, repair and replace the structural elements and exterior surfaces of the Premises, including roof and roof covering, walls, concrete slab, footings, electrical and plumbing exterior to the building, as part of Common Area Maintenance. Tenant shall maintain, repair and replace the remainder of the Premises, including without limitation, the interior walls, interior ceiling, plate glass, doors, plumbing, and electrical at Tenant's sole expense.

Any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electrical or other utilities or facilities serving areas other than the Premises, and the use thereof, as well as access thereto through the Premises for the purposes of operation, maintenance, installation, inspection and repair, are expressly reserved to Landlord. Landlord reserves the right to place, maintain, repair and replace utility lines, pipes, tunneling, and the like in, under, over or through the Premises as may be reasonably necessary or advisable, and in a fashion so as to not diminish the Tenant's right to quiet enjoyment of the Premises, for the servicing of the Premises or other portions of the Building.

Landlord agrees to waive its rights to approve the Tenant contractor for any repairs or construction of the premises as long as the Tenant furnishes to the Landlord prior to construction of any work by the Contractor who will perform work in Tenant's premises the following:

- a. A plan that is compliant with the Village of Saint Charles Building Codes.

b. Insurance which includes coverage of a minimum of \$2,000,000 in liability coverage, and names the Landlord as in interest party to the insurance policy.

c. A copy of the Contractor's license, bond, and insurance.

The Contractor chosen by the Tenant will be deemed approved upon submission of the above three (3) items to Landlord prior to the commencement of construction.

ARTICLE 4. SUBLETTING

Tenant may not assign or sublet this lease without Landlord's written approval. Significant changes in Tenant's use, experience and financial condition/strength shall all be deemed reasonable grounds for refusal.

ARTICLE 5. SIGNAGE

Tenant shall have the right to install its standard signage to the full extent permitted by municipal codes, as approved by Landlord.

ARTICLE 6. RENT

Tenant will pay rent to Landlord by the 5th of every month. Tenant will be charged an additional \$100 per day for any rent that is not received after the due date. The tenant will be given a grace period of 5 days to pay rent before late payment fees are charged.

ARTICLE 7. OVERHOLDING

If the Tenant continues to occupy the premises without the consent of the Landlord after the expiration or other termination of the lease then without any further written agreement the Tenant will be on a month to month tenancy at a minimum monthly rental equal to twice the previous rental payment.

ARTICLE 8. LANDLORD INSPECTIONS

During the term and any renewal of this Lease, the Landlord and it's agents may enter the premises to make inspections or repairs. Except where the Landlord or it's agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering the premises.

legal or equitable remedy, including the recovery of all moneys due or to become due from the Tenant under any of the provisions of this lease.

C) If Landlord exercises any of the remedies stated above, Tenant shall surrender possession and vacate the premises immediately and deliver possession thereof to the Landlord, and Landlord may then or at any time thereafter re-enter and take complete and peaceful possession of the premises, with or without process of law, full and complete license so do being granted to Landlord, and may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishment of Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

D) If Landlord terminates the right of Tenant to possession of the premises without terminating this lease, such termination of possession shall not release the Tenant in whole or in part from the Tenant's obligation to pay the rent thereunder for the full term of the lease together with any other moneys due hereunder, and Landlord shall have the right to recovery of all such amounts.

E) Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and attorney's fees, incurred in enforcing Tenant's obligations under this lease or incurred by Landlord in any litigation, negotiation or transactions in which Tenant caused Landlord to become involved or concerned.

ARTICLE 12: PURCHASE OF INVENTORY

In addition to the rent, the Tenant shall pay the Landlord \$50,000 for the existing inventory on the premises.

ARTICLE 13: NOTICES

Any notice, demand or other communication to either party shall be deemed given if and when personally delivered or on the second business day after being deposited in the US mail registered or certified mail, postage prepaid and addressed to the intended recipient at the addresses set forth below or such other addresses as such intended recipient may have designated by notice in accordance herewith or to any other known address of intended recipient.

If to Landlord: Marc Calabria, manager, WC Charles Holdings LLC
Matt Ward, manager, WC Charles Holdings LLC
150 South Bloomingdale Road, Suite 200
Bloomingdale, Illinois 60108

If to Tenant: Marc Calabria, manager, CMI Charles LLC
Matt Ward, manager, CMI Charles LLC
150 South Bloomingdale Road, Suite 200
Bloomingdale, Illinois 60108

ARTICLE 9: INSURANCE

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss and the Landlord assumes no liability for any such loss. The Tenant is responsible for insuring the business and the building for damage and loss for the benefit of the Landlord and itself. Such insurance should include such risks as fire, theft, vandalism, flood, water intrusion and disaster. The Tenant is also responsible for insuring the premises for liability insurance for the benefit of the Tenant and the Landlord in the limits Landlord is currently insured for. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

ARTICLE 10: SURRENDER OF PREMISES

At the expiration of the term of this lease or any renewals, the Tenant will quit and surrender the premise in as good a state and condition as they were at the commencement of this lease, reasonable wear and tear excepted.

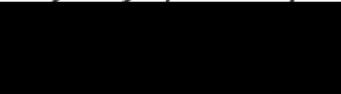
ARTICLE 11: DEFAULT: LANDLORD'S RIGHTS REMEDIES

AND

- A) The occurrence of any one or more of the following matters constitutes a Default by Tenant under this lease:
1. Failure to pay any rent within five (5) days after notice thereof from the Landlord to Tenant.
 2. Failure by Tenant to pay within five (5) days notice thereof from the Landlord to Tenant, any other money due and payable by Tenant under this lease.
 3. Failure by Tenant to cure, immediately after receipt of notice from the Landlord, any hazardous condition which the tenant or his employees or guests have created.
 4. Tenant becomes insolvent or bankrupt or admits in writing his inability to pay his debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for a substantial part of his property.
- B) If a default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct and separate and cumulative, and shall not operate to exclude or deprive Landlord of any other rights or remedies allowed it by law:
- 1) Landlord may terminate this lease by giving to Tenant notice of Landlord's election to do so, in which event the term of this lease shall end, and all right, title, and interest of Tenant hereunder shall expire on the date stated in the notice.
 - 2) Landlord may terminate the right of Tenant to possession of the premises without terminating this lease by giving notice to the Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the premises or any part thereof shall cease on the date stated in such notice; and
 - 3) Landlord may enforce the provisions of this lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate

LANDLORD: WC CHARLES HOLDINGS LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: 
Marc Calabria, as manager and member

BY: 
Matt Ward, as manager and member

TENANT: CMI CHALRES LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: 
Marc Calabria, as manager and member

BY: 
Matt Ward, as manager and member

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marc Calabria and Matt Ward, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of November, 2025.



Notary Public



PERSONAL GUARANTY

This Personal Guaranty ("Guaranty") is made on November 1, 2025, by **Marc Calabria and Matt Ward** who are individuals (referred to herein as "Guarantors"), in favor of **WC Charles Holdings, LLC** (referred to herein as "Secured Party").

RECITALS:

- A. Tenant is **CMI Charles LLC**.
- B. Tenant and Secured Party are the tenant and landlord, respectively, under that certain lease agreement dated November 1, 2025 ("Lease") for the premises located at 18 North 4th Street, Saint Charles, Illinois 60174 ("the Leased Premises");
- C. Guarantor is an individual who has a financial interest in Tenant and/or the Leased Premises, and has agreed to execute and deliver this Guaranty;
- D. Guarantor has had the opportunity to review the terms and conditions of the Lease between Tenant and Secured Party, and has had the opportunity to consult with his attorney concerning the Lease and this Guaranty; and
- E. As a material inducement to Secured Party to enter into the Lease with the Tenant upon its terms and conditions, Guarantor has agreed to guarantee each and every obligations of the Tenant under the Lease as described herein.

NOW, THEREFORE, as a material inducement to Secured Party to enter into the Lease with Tenant, and in consideration of the mutual promises made herein between Guarantor and Secured Party and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full and prompt payment of all rent, additional rent and other sums due under the Lease and the full and timely performance, keeping and observance by the Tenant of all of the covenants, terms, conditions and agreements provided in the Lease to be performed, made, kept and observed by the Tenant including the payment of Secured Party's attorney's fees and expenses (including court costs). Guarantor further covenants and agrees that if the Tenant shall default in the full and prompt payment of any rent, additional rent or any other sums due under the Lease or in the performance, keeping observance of any of the covenants, terms, conditions or agreements under the Lease, Guarantor will forthwith pay said amounts or perform and fulfill all of said covenants, terms, conditions and agreements of the Tenant under the Lease and will further pay to Secured Party all damages that may arise by reason of any such default by the Tenant under the Lease, including without limitation all reasonable attorneys' fees and costs incurred by Secured Party as a result of any such default or by the enforcement of the terms of this Guaranty.

2. This Guaranty is an absolute, unconditional and continuing guaranty of the Tenant's performance of all of its obligations under the Lease and of the payment of any sums or damages due by reason of any default by the Tenant. This Guaranty shall be enforceable against Guarantor, and his or her successors and assigns, without the necessity of any suit or proceedings by Secured Party and without notice of non-payment, non-performance or non-observance, or of notice of acceptance of this Guaranty, or of notice of extension, postponement, amendment or modification of the terms of the Lease, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Secured Party that the Tenant is in default under the Lease.

3. Any notice, demand or other communication to either party shall be deemed given if and when personally delivered or on the second business day after being deposited in the U.S. registered or certified mail, postage prepaid and addressed to the intended recipient at the address set forth below or to such other address as such intended recipient may have designated by notice in accordance herewith or to any other known address of intended recipient.

If to Secured Party: Marc Calabria, manager, WC Charles Holdings LLC
Matt Ward, manager, WC Charles Holdings LLC
150 South Bloomingdale Road, Suite 200
Bloomingdale, Illinois 60108

If to Guarantor: Marc Calabria, manager, CMI Charles LLC
Matt Ward, manager, CMI Charles LLC
150 South Bloomingdale Road, Suite 200
Bloomingdale, Illinois 60108

4. This Guaranty and all of its provisions shall be governed by the laws of the State of Illinois and shall inure to the benefit of the successors and assigns of Secured Party and shall be binding upon the heirs, successors and assigns of Guarantor, and shall terminate only upon the full and complete performance by the Tenant of all of its obligations under the Lease.

5. If any term or provision of this Guaranty shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Guaranty shall not be affected thereby, but each term and provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

GUARANTORS:

By:

[Redacted Signature]

Marc Calabria, personally

[Redacted Address]

SOCIAL SECURITY NUMBER

By:

[Redacted Signature]

Matt Ward, personally

[Redacted Address]

SOCIAL SECURITY NUMBER

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marc Calabria and Matt Ward, are personally known to me to be the same persons who name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of November, 2025.

[Redacted Signature]

Notary Public





Certificate of Completion

This is to certify that

MATTHEW WARD

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 11-14-2025

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



John Comly

President, CEO and Director

225 East Robinson St Ste 570
Orlando, FL 32801

Certificate # 16488924

4:44

Mail



Congratulations!

You have successfully completed the Illinois BASSET Program, powered by StateFoodSafety.

You will receive your official BASSET Card from the Illinois Liquor Control Commission at the address you provided during registration.

Your BASSET Card will be mailed within 30 days. If you do not receive your card, please go to the BASSET lookup at www.illinois.gov/lcc. If you are in the database, call for your student number to print your BASSET card. If you have taken the course and are not in the database, call the BASSET helpline at 217-528-9150.



statefoodsafety.com





Certificate of Completion

This is to certify that

marc calabria

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 11-14-2025

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



John Comly
President, CEO and Director

225 East Robinson St Ste 570
Orlando, FL 32801

Certificate # 16488927



Certificate of Completion

This is to certify that

Phoebe Falese

has diligently and with merit completed

Illinois BASSET Certification

Completion Date: 11-17-2025

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



John Comly

President, CEO and Director

225 East Robinson St Ste 570
Orlando, FL 32801

Certificate # 16489059



Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
 Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

Date prepared: 11/21/2025

Commercial Insurance Account Proposal

Customer and mailing address

CMI CHARLES LLC
 DBA NUOVA ITALIA RISTORANTE
 18 N 4TH ST
 SAINT CHARLES, IL 60174-1818

Contact

Business (708) 369-6272

Email

marc@megconsultancy.com

Annual payroll

\$10,000

Annual sales

\$780,000

Number of employees

0

Agent

MM1745 MCCARTHY AND COMPANY LLC

Agent address and phone

MCCARTHY AND COMPANY LLC
 520 E 22ND ST
 LOMBARD, IL 60148-6110
 (888)255-5538

Agency email address

patrick@mcinsgroup.com

Agency website

http://www.mcinsgroup.com

Quote Summary

Product

ErieSecure Business™

Proposed effective dates

11/21/2025 - 11/21/2026

Premium

\$6,911.00
 \$6,224.00 with pay plan discount

Total premium for quote:

\$6,911.00

Above all in **SERVICE** – since 1925™

This quotation is an estimate of premium based on the information provided by you. This quotation is valid for a period of sixty (60) days from the date the quotation was prepared. This quotation is subject to change, as a result of, but not limited to, additional or inaccurate information, occurrence of losses or a rate change. No coverage is provided by this quotation and it is not an insurance policy. Coverage is not in effect until coverage is bound by an ERIE Agent or ERIE. For specific terms, exclusions and limitations of coverage, refer to the final policy declarations and coverage forms.

Any change to the Municipal Tax Rate, or the Kentucky State Insurance Surcharge rate, may affect your total premium.

Thank you for considering Erie Insurance.

ERIE® insurance products and services are provided by one or more of the following insurers: Erie Insurance Exchange, Erie Insurance Co., Erie Insurance Property & Casualty Co., Flagship City Insurance Co. and Erie Family Life Insurance Co. (Erie, PA) or Erie Insurance Co. of New York (Rochester, NY). Go to erieinsurance.com for company licensure and product details.

the right business
insurance matters

Come In
WE'RE
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One Agent. One Company. One Easy Choice.

The ERIE Difference

No matter what policy or suite of products you choose, every ERIE® business policy includes:

- A local, knowledgeable agent ready to answer all of your questions
- Customized coverage specific to your business
- Award-winning, local claims service
- Specially trained and dedicated support team for risk management and loss control
- Convenient payment plan options

Insurance that Fits

An Erie Insurance business policy gives you the flexibility to customize your coverage to be as unique as your business. We offer:

- Business Auto Insurance
- Business Property and Liability Coverage
- Business Umbrella
- Commercial and Contract Bonds
- Crime, Theft and Fraud Insurance
- Cyber Suite
- Employment Practices Liability
- Group Life Insurance
- Key Person Life Insurance and Business Continuation
- Professional Liability
- Workers' Compensation

Your Risks, Our Solutions

The ERIE Custom Collection* is a specially designed suite of products and services specific to your industry. Here are the current ERIE Custom Collection* programs:

- Auto Services
- Breweries, Wineries and Distilleries
- Contractors
- Manufacturers
- Professional Offices
- Religious Organizations
- Restaurants
- Retail
- Technology
- Vet/Pet Care
- Wholesaler-Distributors

Get to Know ERIE

ERIE's ranked second largest in business insurance based on market share in the 12 states and District of Columbia where we do business.* We're a top-ranked, regional insurer with more than 13,000 licensed agents, who are business owners just like you. Erie Insurance is rated A+ Superior by A.M. Best Company** and has the financial protection you and your business need. Visit our awards and ranking page found at erieinsurance.com/awards.

With ERIE on your side, you can rest easy knowing your business is secure. Contact me to learn more about an ERIE® business policy that fits your unique needs.

*ERIE's ranking is based on average commercial lines premium from S&P Global Market Intelligence 2022 data. Combined commercial lines premium includes commercial multi-peril, workers' compensation and commercial auto
**A.M. Best Company is a global credit-rating agency with a focus on the insurance industry. ERIE's insurance products and services are provided by one or more of the following insurers: Erie Insurance Exchange, Erie Insurance Company, Erie Insurance Property & Casualty Company, Flagship City Insurance Company and Erie Family Life Insurance Company (home offices: Erie, Pennsylvania) or Erie Insurance Company of New York (home office: Rochester, New York). Not all companies are licensed or operate in all states. Not all products and coverages are offered in all states. Policy issuance is subject to eligibility criteria. Go to erieinsurance.com for company licensure and territory information. Insurance products are subject to terms, conditions and exclusions not described in this flyer. The policy contains the specific details of the coverages, terms, conditions, and exclusions.

AC1407 10/2023 © 2023 Erie Indemnity Company



Above all in SERVICE™ since 1925

Auto • Home • Business • Life



ErieSecure Business™ Quotation

New Business Quotation

Quote provided by
Erie Insurance Company

100 Erie Insurance Place Erie, PA 16530
erieinsurance.com

Proposed effective date of policy
11/21/2025 - 11/21/2026

Prospective Named Insured and mailing address

CMI CHARLES LLC
DBA NUOVA ITALIA RISTORANTE
18 N 4TH ST
SAINT CHARLES, IL 60174-1818

Prospective Named Insured's operations
RESTAURANT

Phone

Business (708) 369-6272

Legal entity

Limited Liability Company

Billing option

G - ERExpressPay - 12 Months

Agent

MM5188 MCCARTHY AND COMPANY LLC

Agent address and phone

520 E 22ND ST
LOMBARD, IL 60148-6110
(888)255-5538

Agency email address

patrick@mcinsgroup.com

Agency website

<http://www.mcinsgroup.com>



Prospective Named Insured
 CMI CHARLES LLC
 DBA NUOVA ITALIA RISTORANTE

Quote number
 003074469
Proposed effective date of policy
 11/21/2025 - 11/21/2026

ERIE Agent
 MM5188
 MCCARTHY AND COMPANY LLC
 (888)255-5538

Property Protection

Risk information for Location 1 - Building 1

Address: 18 N 4TH ST Insured interest: Tenant
 City/State: SAINT CHARLES, IL
 Zip code: 60174
 County: KANE
 Class code(s): 16910E Restaurant - family style - with commercial cooking - with seating - with alcohol sales

Location 1 - Building 1 summary

Coverage	Deductible	Limit
Property coverage part		
Protective safeguard condition: Automatic extinguishing system		

Liability Protection

Commercial general liability coverage

Coverage	Deductible	Limit
Bodily injury and property damage		\$1,000,000 Each occurrence
Personal and advertising injury		\$1,000,000 Any one person or organization
Medical expense payments		\$5,000 Any one person
Damage to premises rented to you – Fire legal liability		\$1,000,000 Any one premises
General aggregate		\$2,000,000
Products – Completed operations aggregate		\$2,000,000
Non-owned and hired automobile liability		Included
Damage to customers autos - Legal liability	\$200	Included

Loc	Bldg	State	Class code	Exposure base	Amount
1	1	IL	16910E Restaurant - family style - with commercial cooking - with seating - with alcohol sales	Square feet of area	10,000

Policy Optional Coverages and Exclusions

Coverage	Deductible	Limit
Non-owned and/or hired uninsured/underinsured motorist bodily injury – Illinois		\$1,000,000 Per person/ \$2,000,000 Per accident

Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Exclusion – Abuse or molestation



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 MM5188
 MCCARTHY AND COMPANY LLC
 (888)255-5538

Extensions and additional coverages

Extensions and additional coverages - Not additional limit:

Coverage	Deductible	Limit	Premium
Additional insured - Lessor of leased equipment			Included
Additional insured - Managers or owners of buildings			Included
Additional insured - Mortgagee, assignee, or receiver			Included
Building ordinance or law - Income protection		Income protection limit	Included
Building ordinance or law - Undamaged part of the building*		Bldg limit	Included
Collapse*		Bldg limit	Included
Damage to customers autos	\$200		Included
Equipment breakdown - Ammonia contamination*		\$25,000	Included
Equipment breakdown - Electronic data restoration*		\$50,000	Included
Equipment breakdown - Expediting expenses*		\$25,000	Included
Equipment breakdown - Hazardous substances*		\$25,000	Included
Equipment breakdown - Off-premises equipment breakdown*		\$25,000	Included
Equipment breakdown - Off-premises utility properties failure*		\$25,000	Included
Equipment breakdown - Public relations*		\$5,000	Included
Equipment breakdown - Refrigerated Property		Business personal property limit	Included
Equipment breakdown - Temperature change		Business personal property limit	Included
Fences, walks, unattached outbuildings, tennis courts, and inground swimming pools*		\$25,000	Included
Fire legal liability			Included
Fungus, wet rot, dry rot and bacteria (not available in NY)*		\$25,000	Included
Host liquor liability			Included
Incidental medical malpractice			Included
Lawns*		\$2,500 per loss	Included
Merchandise in shipment*		Business personal property limit	Included
Moving clause*		Business personal property limit	Included
Municipal supervisors			Included
Non-owned and hired automobile liability			Included
Non-owned watercraft (under 51 feet in length)			Included
Primary and non-contributory insurance			Included
Refrigerated property*		Business personal property limit	Included
Temperature change*		Business personal property limit	Included
Trees, shrubs, and plants*		\$1,000 Ea./\$10,000 per loss	Included
Volunteer workers - Medical payments			Included
Waiver of subrogation			Included

Extensions and additional coverages - Additional limit:

Coverage	Deductible	Limit	Premium
Accounts receivable*	\$200	\$25,000	Included
Arson and theft reward (not available in NY)*	\$0	\$10,000	Included
Attorney's fees		\$250	Included
Building ordinance or law-Increased cost of construction*		\$25,000	Included
Check, credit, debit card forgery or alteration*	\$200	\$5,000	Included
Collapse - Sinkhole fill-in expenses*		\$20,000	Included
Counterfeit money*	\$100	\$1,000 per workday	Included
Debris removal*		5% of Bldg & Business personal property + \$25,000	Included
Demolition cost		\$25,000	Included
Electronic data processing equipment - Computer virus*		\$15,000	Included



Prospective Named Insured
 CMI CHARLES LLC
 DBA NUOVA ITALIA RISTORANTE

Quote number
 003074469
Proposed effective date of policy
 11/21/2025 - 11/21/2026

ERIE Agent
 MM5188
 MCCARTHY AND COMPANY LLC
 (888)255-5538

Extensions and additional coverages - Additional limit (continued) :

Coverage	Deductible	Limit	Premium
Electronic data reproduction - Expenses for reproduction or replacement*		\$25,000	Included
Employee dishonesty*	\$200	\$10,000	Included
Expenses for loss adjustment*	\$0	\$5,000	Included
Expenses for security*	\$0	\$2,500	Included
Fine arts*		\$25,000	Included
Fire department service charge*	\$0	All reasonable Charges	Included
Fire extinguisher recharge*	\$0	All reasonable Charges	Included
Heating and air conditioning equipment*		\$20,000	Included
Income protection- Computer operations*	\$0	\$25,000	Included
Income protection for dependent properties*	\$0	\$25,000	Included
Income protection - Off-premises utility properties failure*	24 Hour waiting period	\$25,000	Included
Key replacement*	\$200	\$5,000	Included
Laptop computers off-premises*	\$200	\$10,000	Included
Money and securities*	\$500	\$10,000	Included
Motor truck cargo		\$25,000	Included
Motor truck cargo - Tools & equipment*		\$1,000	Included
Newly acquired or constructed property - Buildings*		50% of Building (up to \$500,000)	Included
Newly acquired property - Business personal property*		25% of Business personal property (up to \$250,000)	Included
Newly acquired property - Income protection*		One month's actual loss of business income (up to \$250,000)	Included
Non-owned detached trailers*	\$200	\$5,000	Included
Peak season*		25% of Business personal property	Included
Personal articles*	\$200	\$10,000	Included
Pollutants clean up and removal*		\$25,000	Included
Property in danger*		Business personal property limit (up to 45 days)	Included
Temporarily off-premises - Business personal property and PPO*		\$25,000	Included
Temporarily off-premises - Sales samples*		\$5,000	Included
Transportation*		\$25,000	Included
Valuable papers & records*	\$200	\$25,000	Included

* Coverage applies if building and/or business personal property exists. See "Property coverage part" for details.



Prospective Named Insured
 CMI CHARLES LLC
 DBA NUOVA ITALIA RISTORANTE

Quote number
 003074469
Proposed effective date of policy
 11/21/2025 - 11/21/2026

ERIE Agent
 MM5188
 MCCARTHY AND COMPANY LLC
 (888)255-5538

ErieSecure Business™ Quotation

Quote Premium Summary

Coverage	Annual premium
General Liability Coverage:	\$6,871
Liability optional coverages:	\$40
Total net premium:	\$6,911
Final premium:	\$6,911.00

This quotation is an estimate of premium based on the information provided by you. This quotation is valid for a period of sixty (60) days from the date the quotation was prepared. This quotation is subject to change, as a result of, but not limited to, additional or inaccurate information, occurrence of losses or a rate change. No coverage is provided by this quotation and it is not an insurance policy. Coverage is not in effect until coverage is bound by an ERIE agent or ERIE. For specific terms, exclusions and limitations of coverage, refer to the final policy declarations and coverage forms.

Any change to the Municipal Tax Rate, or the Kentucky State Insurance Surcharge rate, may affect your total premium.

Thank you for considering Erie Insurance.

ERIE® insurance products and services are provided by one or more of the following insurers: Erie Insurance Exchange, Erie Insurance Co., Erie Insurance Property & Casualty Co., Flagship City Insurance Co. and Erie Family Life Insurance Co. (Erie, PA) or Erie Insurance Co. of New York (Rochester, NY). Go to erieinsurance.com for company licensure and product details.

PREMIUM INSTALLMENT OPTIONS

Plan A – Annual

\$6,224.00 Total premium

Plan C* – Quarter-Quarter-Half

Total premium for plan C - \$6,911.00
 \$1,727.75 Due 12/21/2025
 \$1,727.75 Due 12/21/2025
 \$3,455.50 Due 05/21/2026

Plan D* – Quarterly

Total premium for plan D - \$6,911.00
 \$1,727.75 Due 12/21/2025
 \$1,727.75 Due 02/21/2026
 \$1,727.75 Due 05/21/2026
 \$1,727.75 Due 08/21/2026

Plan E* – 9 Month

Total premium for plan E - \$6,911.00
 \$767.88 Due 12/21/2025
 \$767.89 Due 12/21/2025
 \$767.89 Due 01/21/2026
 \$767.89 Due 02/21/2026
 \$767.89 Due 03/21/2026
 \$767.89 Due 04/21/2026
 \$767.89 Due 05/21/2026
 \$767.89 Due 06/21/2026
 \$767.89 Due 07/21/2026

Plan H* – Semi-Annual

(Only valid on account billed policies)

Total premium for plan H - \$6,911.00
 \$3,455.50 Due 12/21/2025
 \$3,455.50 Due 05/21/2026

Plan G – ERExpresspay – 12 Month

(Only available for automatic payments)

Total premium for plan G - \$6,911.00
 \$575.88 Due 12/21/2025
 \$575.92 Due 12/21/2025
 \$575.92 Due 01/21/2026
 \$575.92 Due 02/21/2026
 \$575.92 Due 03/21/2026
 \$575.92 Due 04/21/2026
 \$575.92 Due 05/21/2026
 \$575.92 Due 06/21/2026
 \$575.92 Due 07/21/2026
 \$575.92 Due 08/21/2026
 \$575.92 Due 09/21/2026
 \$575.92 Due 10/21/2026

Plan J* – 10 Month

(Only valid on account billed policies)

Total premium for plan J - \$6,911.00
 \$691.10 Due 12/21/2025
 \$691.10 Due 12/21/2025
 \$691.10 Due 01/21/2026
 \$691.10 Due 02/21/2026
 \$691.10 Due 03/21/2026
 \$691.10 Due 04/21/2026
 \$691.10 Due 05/21/2026
 \$691.10 Due 06/21/2026
 \$691.10 Due 07/21/2026
 \$691.10 Due 08/21/2026

Plan K* – 11 Month

(Only valid on account billed policies)

Total premium for plan K - \$6,911.00
 \$628.30 Due 12/21/2025
 \$628.27 Due 12/21/2025
 \$628.27 Due 01/21/2026
 \$628.27 Due 02/21/2026
 \$628.27 Due 03/21/2026
 \$628.27 Due 04/21/2026
 \$628.27 Due 05/21/2026
 \$628.27 Due 06/21/2026
 \$628.27 Due 07/21/2026
 \$628.27 Due 08/21/2026
 \$628.27 Due 09/21/2026

Plan L* – 12 Month

(Only valid on account billed policies)

Total premium for plan L - \$6,911.00
 \$575.88 Due 12/21/2025
 \$575.92 Due 12/21/2025
 \$575.92 Due 01/21/2026
 \$575.92 Due 02/21/2026
 \$575.92 Due 03/21/2026
 \$575.92 Due 04/21/2026
 \$575.92 Due 05/21/2026
 \$575.92 Due 06/21/2026
 \$575.92 Due 07/21/2026
 \$575.92 Due 08/21/2026
 \$575.92 Due 09/21/2026
 \$575.92 Due 10/21/2026

Plan M – Annual Escrow

(Only valid on single billed policies)

\$6,911.00 Due 12/21/2025

*The installment amount displayed excludes the installment service charge, which will be added at the time the invoice is mailed. Installment service charges do not apply when enrolled in automatic payments.

DISCLOSURE NOTICE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) S 4 – This is the portion of your annual premium attributable to coverage for terrorism (Certified Acts) under the ErieSecure Business policy (\$4.00 per policy issued).

Additional Information, if any, concerning the terrorism premium:

SCHEDULE – PART II (Refer to Paragraph B. in this endorsement)

Federal share of Terrorism Losses 80%

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule above.

B. Disclosure of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses at-

tributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 16588571

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

Filing Fee: \$150
Approved By: SXS

FILED
JUL 31 2025
Alexi Giannoulias
Secretary of State

1. Limited Liability Company Name: CMI CHARLES LLC

2. Address of Principal Place of Business where records of the company will be kept:
150 S BLOOMINGDALE RD STE 200

BLOOMINGDALE, IL 60108

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

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

IMC ACCOUNTING & TAX LLC
150 S BLOOMINGDALE RD STE 200
BLOOMINGDALE, IL 60108-1494

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:

CALABRIA, MARC
150 S BLOOMINGDALE RD STE 200
BLOOMINGDALE, IL 60108

WARD, MATT
150 S BLOOMINGDALE RD STE 200
BLOOMINGDALE, IL 60108

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: JULY 31, 2025

MARC W CALABRIA
150 S BLOOMINGDALE RD STE 200
BLOOMINGDALE, IL 60108



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 9

Title: Recommendation for Approval of Sound Amplification Permit, New Class E-4 Temporary Liquor License, Parking Lot, and Road Closures for Pollyanna’s Blues and Brews on the Fox 2026

Presenter: Police Chief Dan Likens

Meeting: Liquor Control Commission

Date: March 16, 2026

Proposed Cost:

PD: \$4,726.38 (includes EMA)

PW: \$529.28

TOTAL: \$5,255.66

Budgeted Amount: \$ N/A

Not Budgeted:

TIF District: None

Executive Summary (if not budgeted, please explain):

Pollyanna is sponsoring “Blues and Brews on the Fox 2026” and is requesting closure of City property, a temporary E-4 liquor license, as well as a sound amplification permit, on Saturday, August 29, 2026.

This event is scheduled to take place from noon – 11pm. The event is open to all and those 21 and older will be required to wear a wristband. Tickets will also be available for presale. Barrier fencing will surround the perimeter of the festival property.

Pollyanna will only be open to festival patrons for the duration of this event. Two entrances will be available to assist with credentialing and monitoring the total number of patrons – not to exceed the maximum – which is still to be determined. They will be charged a \$10 entrance fee which includes a 16 oz. mug. This mug will be their cup throughout the day and a fee of \$8 will be charged for each refill. Several wine and specialty alcoholic beverages will also be available in smaller portions. Non-alcoholic beverages will also be available.

Several food options will be available to purchase, including fare from Duke’s and The Graceful Ordinary. Portalets will also be on site.

A series of live bands will perform beginning at noon. They will play on a 20’x26’ stage that will be at the south end of the Riverside Ave. closure. At 9:30pm the outdoor music and alcohol service will end, and attendees will clear the roadway. Live bands will continue to play inside the business in accordance with city ordinance. The roadway will be re-opened as soon as the stage is disassembled, which is expected to be around 1am.

Event coordinators have requested Riverside Ave. be closed off from Walnut Ave to Illinois Ave during this event. They are also requesting a small portion of City Lot B to be closed off and have coordinated closure of The Graceful Ordinary parking lot with the property owners. The requested time frame for set-up and take down is 6am Saturday to 1am Sunday morning.

The Police Department will also have officers staffed throughout the event for traffic direction and event safety.

Attachments (please list):

Recommendation/Suggested Action (briefly explain):

Recommendation for Approval of Sound Amplification Permit, New Class E-4 Temporary Liquor License, Parking Lot, and Road Closures for Pollyanna’s Blues and Brews on the Fox 2026

For Office Use
 Received:
 Fee Paid: \$
 Receipt #

CITY OF ST. CHARLES
 TWO EAST MAIN STREET NON-REFUNDABLE
 ST. CHARLES, ILLINOIS 60174-1984



CITY LIQUOR DEALER LICENSE APPLICATION
CLASS E4 – CITY OWNED PROPERTY PERMIT EVENT

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License,
 Commencing 08/29/26 and ending 08/29/26
 Start Time: 12:00pm End Time: 9:30pm
 Location of Event: Riverside Ave B/W Walnut + Illinois Ave

Name of Business POLLANNA BREWING CO.
 Address of Business 106 S. RIVERSIDE AVE Business Phone 630-549-7372
 5.08.050A1 Circle Choice to Show: Individual Partnership Corporation Other: _____
 Has Applicant had a Class E4 License in the current fiscal year? NO. If YES, on what date: _____

Requirements of a Class E4 – City Owner Property Permit Event

1. The Class E4 license fee is \$100.00 per day.
2. Class E-4 Temporary License Permits shall authorize the retail sale of beer and wine or the retail sale of alcoholic liquor for consumption on the premises
3. It shall be unlawful for any person holding a Class E-2 license or E-4 license issued pursuant to this chapter to sell, offer for sale or to give away, in or upon any licensed premises, any alcoholic liquor between the hours of 12:00 midnight and 10:00 a.m. on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.
4. This license shall be issued only for special events or catered functions where the dispensing of food predominates.
5. The issuance of the Class E4 Temporary License Permit shall be at the discretion of the Local Liquor Control Commissioner, with advice and consent of City Council.
6. Application for a Class E4 Temporary License Permit shall be submitted 45 days in advance of a scheduled date.
7. There shall be no Class E-4 Temporary License permits issued during the second full week of October, beginning 12:00 a.m. Friday and ending 12:00 a.m. Monday.
8. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. **Please provide a list of all supervisors with this application.**
9. Licensee must rope/fence off the licensed premises.
10. Each patron must wear a wristband after having identification checked for legal alcohol consumption age.
11. Are children/minors permitted in the licensed premises? YN
12. A sign limiting alcoholic consumption to the roped off area must be conspicuously displayed at all times.
13. Each server of alcohol must be **BASSET certified – need copy of BASSET certification.**
14. A copy of site plan diagram to include roped area shall accompany this application.
15. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

Affidavit

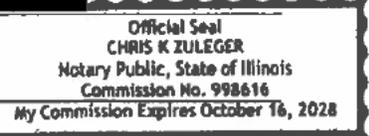
State of Illinois)
 County of Kane)

I/We, being duly sworn, that information contained in this application is true to my/our own knowledge and that the statements set forth are of my/our own free will. I/We solemnly swear that I/we will not violate any of the laws of the United States, the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: _____ Signed: _____

Sworn to before me this 10TH day of MARCH 2026

Notary Public _____



ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: _____ Date: _____ Chief of Police: _____

Approved: _____ Date: _____ Liquor Commissioner: _____