

**Agenda**  
**City of St. Charles**  
**Liquor Control Commission Meeting**  
**Clint Hull, Commission Chair**  
**Monday, April 20, 2026, 4:30 PM**  
**2 E. Main Street**

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on March 16, 2026.
4. Motion to accept and place on file minutes of the Special Liquor Control Commission meeting held on March 30, 2026.
5. Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the “Hops for Hope 5K & Brewfest” to be held at Mt. Saint Mary’s Park on October 3, 2026.
6. Recommendation to approve a Proposal for a Massage License Application for AES Med Spa located at 615 S. Randall Rd., St. Charles.
7. Recommendation to approve a Proposal for an H-1 Liquor License Application for Eden on the River, located at 1 Illinois St, Suite 160, St. Charles.
8. Recommendation to approve a Proposal for an A-6 Liquor License Application for Krishna & PK Inc. dba Xpress Smoke and Convenience, located at 1450 W Main St, St. Charles.
9. Recommendation to approve a Proposal for a D-9 Liquor License Application for Cedar Events, located at 316 Cedar St, St. Charles.
10. Consideration to approve a Proposal for a Massage License Application for Uplift Integrative Bodywork located at 1020 Cedar Ave Suite #206, St. Charles.
11. Discussion regarding a Complaint of Violation and Hearing Notice for VVAAMA, Inc. d/b/a Global Brew Tap House, located at 2100 Prairie Street, St. Charles.
12. Public Comment.

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

14. 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](mailto: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  
Clint Hull, Commission Chair  
Liquor Control Commission Meeting  
Monday, March 16, 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:** Gehm, Behrens, Pietryla; **Absent:** Kanute

**3. Motion by Gehm, second by Pietryla to accept and place on file minutes of the Liquor Control Commission meeting held on February 17, 2026.**

**Roll Call Vote: Ayes:** Gehm, Behrens, Pietryla; **Nays:** None. **Absent:** Kanute.

Commissioner Hull did not vote as chair.

**Motion Carried**

**4. Motion by Pietryla, second by Behrens to accept and place on hold the minutes of the Executive Session held on February 17, 2026.**

**Roll Call Vote: Ayes:** Gehm, Behrens, Pietryla; **Nays:** None. **Absent:** Kanute.

Commissioner Hull did not vote as chair.

**Motion Carried**

**5. Recommendation to approve Late Night Permits for Class B & C Licenses for FY 2026/2027.**

Chief Likens presented the Late-Night Permit recommendation for businesses as listed in the packet with the exception of El Santo Mexican Grill & Cantina due to an unresolved pending violation.

Deputy Chief Cavallo addressed the violation, explaining that the suppression system at El Santo Mexican Grill & Cantina, located at 3615 E. Main St., is currently inoperable. He recommended denying the late-night permit until the issue is resolved, as it presents a fire hazard.

**Motion by Pietryla, second by Gehm to approve Late Night Permits for Class B & C Licenses for FY 2026/2027 with the recommended exception.**

**Roll Call Vote: Ayes:** Gehm, Behrens, Pietryla; **Nays:** None. **Absent:** Kanute.

Commissioner Hull did not vote as chair.

**Motion Carried**

**Motion by Gehm, second by Behrens to postpone approval of the 2AM Late-Night Permit for El Santo Mexican Grill & Cantina, located at 3615 E. Main St., pending required repairs.**

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

**Motion Carried**

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

Chief Likens presented this recommendation.

**Motion by Gehm, second by Pietryla to approve a B-1 Liquor License Application for Taco Dale, located at 3821 E Main St, St. Charles.**

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

**Motion Carried**

7. **Discussion regarding a violation of a liquor and video gaming licenses for Nuova Italia, located at 18 N. 4<sup>th</sup> St., St. Charles.**

Chief Likens stated that staff found that Nuova Italia was sold in September 2025; however, the new owners, CMI Charles LLC operating as Tranita, continued to sell alcohol even though liquor licenses are non-transferable under City Code 5.08.190. The new owners have applied for a license, which will be reviewed as the next agenda item; however, at present, they are operating without valid liquor and video gaming licenses, in violation of city ordinances.

The Commission posed several clarifying questions before taking a recess. During that time, Chair Hull consulted individually with the City Attorney, staff, and each fellow commission member regarding Nuova Italia liquor license.

After the recess concluded, the Commission decided that formal notice of violation will be issued to Nuova Italia for operating under an invalid liquor license, and a hearing will be arranged to ensure due process is followed.

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.

Chief Likens presented the Tranita liquor license, reiterating the details and background related to Tranita's operations under the Nuova Italia liquor license which is a violation of the City code. He recommended revisiting the decision to approve this request once the Nuova Italia liquor license violation is served and fully resolved during a hearing.

**Motion by Gehm, second by Behrens to postpone the approval of 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 to a future meeting.**

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

**Motion Carried**

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.

Chief Likens presented this recommendation.

**Motion by Gehm, second by Pietryla to approve the 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.**

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

**Motion Carried**

**10. Public Comment - None**

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

**12. Adjournment.**

Motion by Gehm, second by Pietryla to adjourn the meeting at 5:30 pm.

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

**Motion Carried**

:ms

**Minutes**  
**City of St. Charles, IL**  
**Special Liquor Control Commission Meeting**  
**Clint Hull, Commission Chair**  
**Monday, March 30, 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:** Gehm, Behrens, Pietryla; **Absent:** Kanute

**3. Recommendation to approve a 2 AM Late Night Permit for El Santo Mexican Grill and Cantina, located at 3615 E. Main Street, St. Charles for FY 2026/2027.**

Chief Likens stated that the business corrected all of their pending violations and recommended approval of the 2AM late night permit for El Santo Mexican Grill and Cantina.

**Motion by Gehm, second by Behrens to approve the 2 AM Late Night Permit for El Santo Mexican Grill and Cantina, located at 3615 E. Main Street, St. Charles for FY 2026/2027.**

**Roll Call Vote:** Ayes: Gehm, Behrens, Pietryla; Nays: None. Absent: Kanute.

Commissioner Hull did not vote as chair.

**Motion Carried**

**4. Public Comment - None**

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

**6. Adjournment.**


Motion by Pietryla, second by Gehm to adjourn the meeting at 4:35 pm.


**Roll Call Vote:** Ayes: Gehm, Behrens, Pietryla; Nays: None. Absent: Kanute.

Commissioner Hull did not vote as chair.

**Motion Carried**

:ms

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 5</b>
	Title:	Recommendation to Approve a Proposal for a Sound Amplification Permit and a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K & Brewfest” to be held at Mt. Saint Mary’s Park on October 3, 2026	
	Presenter:	<b>Police Chief Dan Likens</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b> \$1,393.00 (PD) \$150.00 (PW) \$58.84 (EMA) <b><i>TOTAL: \$1,601.84</i></b>		<b>Budgeted Amount:</b> \$ N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>This is an application request for a Class E-1 Temporary Liquor License, authorizing dispensing and consumption of craft beer on Park District property, as indicated on a proposed 5K road race route. This temporary license is requested for a single, one-day event, to be held on Saturday, October 3, 2026.</p> <p>The event, known as “Hops for Hope 5K &amp; Brewfest,” will take place on October 3, 2026, in Mount St. Mary’s Park from 10:00 a.m. to 4:00 p.m. and extend into Wheeler Park in Geneva. Similar to previous years, the estimated attendance is 700 participants. Project Mobility is a Not-for-Profit organization in partnership with the Bike Rack of St. Charles, with the goal of raising funds to provide adaptive cycling for subjects with physical disabilities.</p> <p>Two EMA members will be present to cross traffic on Route 31 and two officers will oversee the patrons at the beer fest. Event volunteers will monitor alcohol consumption (beer only) and credential runners (all pre-paid and registered) inside the designated consumption areas. They are also expected to have volunteers checking ID’s of registrants prior to entering the alcohol consumption area.</p> <p>Runners will be able to get one 3oz beer during check-in prior to the race start. Runners will then be allowed to sample a 3 oz. beer at each of the six designated stops on the running route. The “beer fest” portion of this event is scheduled to begin at 12:30pm and last until 4 pm. Runners and those registered just for this portion will receive tickets for 18 3 oz. beer samples with their prepaid purchase for consumption inside a fenced-in area near the award tent at the end of the race route. Food for purchase will be available by local vendors. No additional service or beer purchases will be permitted once the attendees use up their tickets.</p> <p>All participants must be 21 or older and each will receive an event-specific wristband confirming their identification and age were verified. Each “beer stop” will be fenced with a single point of ingress and egress. The sample will be issued in a plastic cup which would be disposed of at the stop prior to egress. The event will have a fenced-in area in Mt. Saint Mary’s Park that will include a tent, awards stand, and a dispensing area for craft beer.</p> <p>A sound amplification permit has been applied for to accommodate a public address system and a band for event entertainment. This event has been approved by the St. Charles Park District Board.</p>			
<b>Attachments</b> (please list):			
E-1 liquor license application			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K & Brewfest to be held at Mt. Saint Mary’s Park on October 3, 2026.			

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 6</b>
	Title:	Recommendation to approve a Proposal for a Massage License Application for AES Med Spa located at 615 S. Randall Rd., St. Charles	
	Presenter:	<b>Police Chief Dan Likens</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>AES Med Spa located at 615 S. Randall Rd., St. Charles, is requesting approval of a massage license application for their business. They are currently operational offering spa services and massage would increase their offering. The new employee is currently licensed by the State of Illinois as a massage therapist.</p>			
<b>Attachments</b> (please list):			
Memo			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommend approval of a massage license			



# Memo

Date: 4/13/2026  
To: Clint Hull Mayor-Liquor Commissioner  
From: Dan Likens Chief of Police *DL*  
Re: Background Investigation- AES Med Spa 615 S. Randall Rd. St. Charles (Massage License)

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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.

AES Med spa is located at 615 S. Randall Rd. and is owned by Ms. Sidra Manzoor. The business is currently operating and offering various spa services. They are looking to expand their range and hire a massage therapist. Staff met with and interviewed the owner MANZOOR, manager NEAL, Sandra, and massage therapist ESPIONZA, Carolina. A site visit was also conducted. The med spa will operate by appointment but does accept walk ins for services. The standard hours will be Tuesday and Wednesday 10am-3pm, Thursday 10am-7pm, Friday 10am-6pm, and Saturday 10am-4pm. MANZOOR stated she has a total of 6 employees including the manager and therapist.

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

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

# MESSAGE APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Sidra Manzoor

BUSINESS: AES MED SPA

ADDRESS: 615 S. Randall Rd. St. Charles, IL 60174

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

\* COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

INVESTIGATOR ASSIGNED: Det. Powers 392

SUPERVISOR REVIEW: [REDACTED]



# Memo

Date: 4/10/2026  
To: Chief Dan Likens #400  
From: Detective Blake Powers #392 *bl*  
Re: Massage Establishment Background / AES MED SPA

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The purpose of this memo is to document the background investigation of Sidra Manzoor pursuant to her application for a Massage Establishment License for AES MED Spa

## APPLICANT

Manzoor, Sidra

DOB: [REDACTED]

[REDACTED]

Telephone: [REDACTED]

## MANAGER

Neal, Sandra

DOB: [REDACTED]

[REDACTED]

[REDACTED]

Telephone: [REDACTED]

## MASSAGE THERAPIST

Espionza, Carolina

DOB: [REDACTED]

[REDACTED]

Telephone: [REDACTED]



The hours of operation that was provided to me by Sidra and Sandra were:

Tuesday & Wednesday: 10am – 3pm

Thursday: 10am – 7pm

Friday: 10am – 6pm

Saturday: 10am – 4pm

Sidra and Sandra both advised that the business was primarily by appointment but were open to walk-ins if there was an opening available.

Both Sidra and Sandra confirmed the business has a uniform that all employees wear black scrub type uniforms.

Sandra advised me she lives at [REDACTED] with her family and has done so for 27 years.

On 3/23/2026 at 1725 hrs I met with Carolina Espinoza at the St. Charles Police Department. Carolina signed the required waivers for me to conduct the background check.

Carolina stated she lives at [REDACTED] with her family and has done so her entire life.

I was provided with Carolina's Massage Therapy License information, License #227021905.

Carolina received her massage therapy license in 2020, and got a job with Hand & Stone in Algonquin, Illinois as a massage therapist in 2020. Carolina stated she has been a massage therapist at Hand & Stone since this time. And accepted the job at AES Med Spa to earn some extra income with her available free time.

AES Med Spa is already a functioning business as a spa, and Sidra plans to include massage therapy services to their spa services once the St. Charles Massage Establishment License is obtained.

Sidra, Sandra, and Carolina were escorted to booking where each of them submitted a set of fingerprints and a photograph. Sidra, Sandra, and Carolina's fingerprints were sent to the Illinois Bureau of Identification and the FBI. Sidra, Sandra, and Carolina's fingerprints all returned with negative criminal history.

#### **ADDITIONAL INFORMATION**

- ❖ Sidra stated that she has reviewed the definitions and requirements of Massage Establishment License, Local Ordinance 5.20 and was issued a copy of the ordinance.
- ❖ Social Media check was done for Sidra, and no social media accounts were located.
- ❖ Social Media check was done for Sandra, a Facebook profile was located but set to private and unable to be viewed.

### **ON-SITE INSPECTION**

On 4/10/2026 at 1320 hrs, I met with Sidra to conduct an on-site visit at AES Med Spa, located at 615 S. Randall Rd. Sidra escorted me through the business where I observed a front waiting room, four private rooms for various spa services. Sidra advised and pointed out that only one of the rooms was designated to be the massage room while the others were for the various spa treatments the business currently offers. The massage room had one massage table positioned in the center of the room. The entire business appeared clean, organized, and properly maintained. Sidra explained to me that fresh linens were prepared in each room after use. There was no service menu posted at the front desk or waiting area, but Sidra prompted me to a brochure at the front desk with their service menu and pricing. Fresh linens and towels were stored in each room. Sidra showed me the office in the rear of the building which also had an on site washer and dryer to do laundry on site. Sidra advised Carolina's State of Illinois Massage License would be displayed in plain view once the business massage license was awarded.

The linens will laundered onsite in the office room where there is an on-site washer and dryer.

# Massage Therapy

**60m: \$90 | 90m: \$140 | 120m: \$160**

Massage therapy is a relaxing and therapeutic treatment designed to relieve muscle tension, reduce stress, and promote overall wellness.

It can help improve circulation, ease soreness, and support recovery while leaving you feeling refreshed and rejuvenated. We offer a variety of massage styles tailored to your needs, with optional add-ons such as hot stones, cupping therapy, and CBD oil to enhance your experience and results.

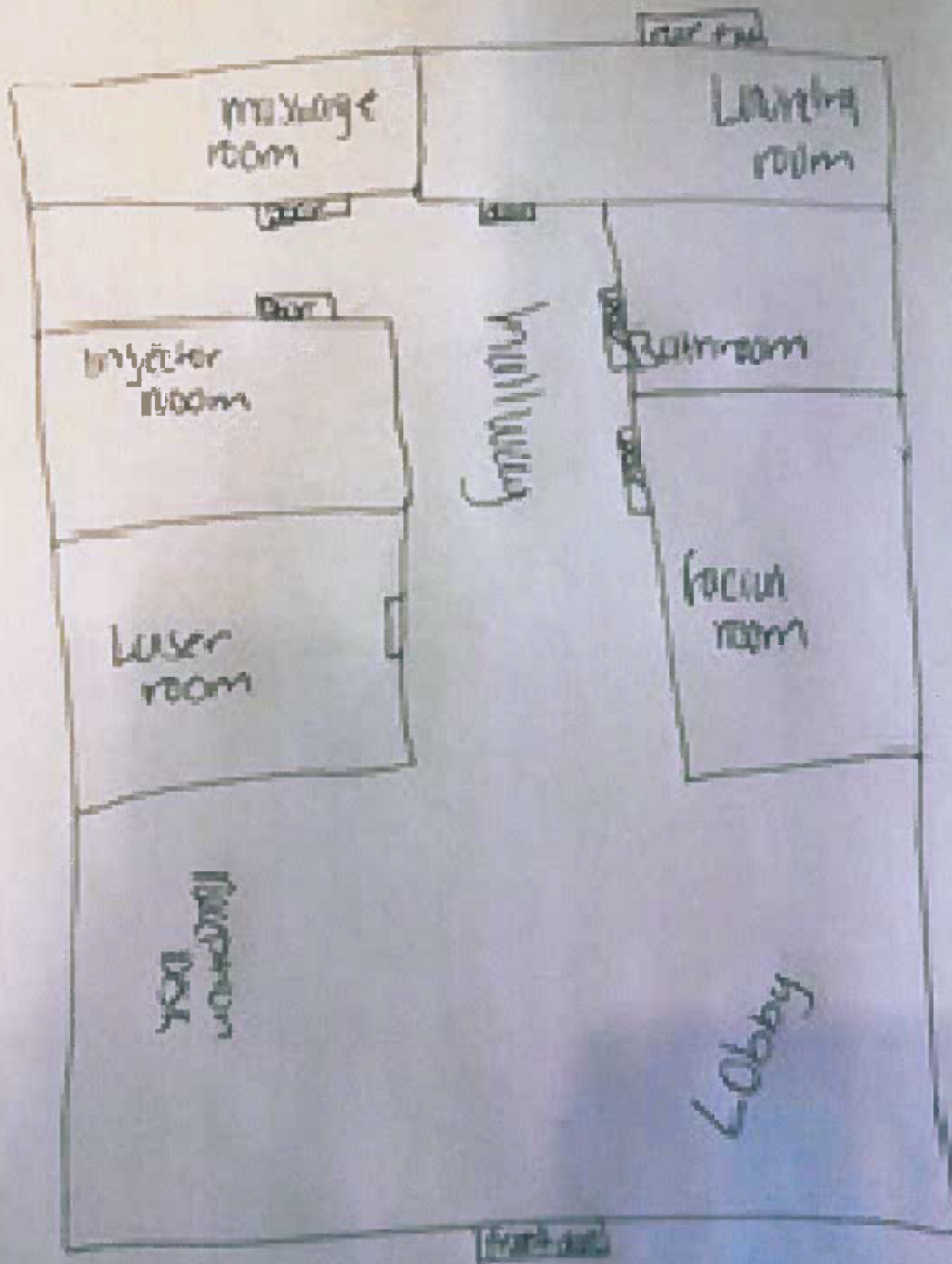
★★★★★

*"Hands down the best deep tissue massage I have ever had. The hot stone add-on was absolutely heavenly."*

MICHAEL T.

BOOK CONSULTATION





GEORGE E. COLE ©  
LEGAL FORMS

No. 9-REC  
April 1996

### STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

- 1) TENANT accepts leased premises in "AS-IS" "WHERE-IS" condition and at tenant's expense; tenant shall make all improvements, additions, and modifications required for tenant's intended use and/or required by any governmental body.
- 2) 90 days of FREE RENT starting at lease signing but tenant pays utilities during 90 day FREE RENT period.
- 3) \$9300 paid at lease signing (Security deposit \$3100 + \$6200 pre-payment of 2 month's rent) Rent shall be pro-rated.
- 4) Tenant may use the existing box sign facing east and with city of St. Charles permission may install a second outside sign facing north.
- 5) Tenant shall keep sufficient heat in the premises to avoid freezing of water pipes.

TERM OF LEASE	
BEGINNING	ENDING
MARCH 28, 2023	JULY 1, 2025
MONTHLY RENT	DATE OF LEASE
SEE THE RIDER	MARCH 28, 2023

Above Space for Recorder's use only

Key Received on 3/28/2023

LOCATION OF PREMISES  
615 S. RANDALL RD. STORE# 100 ST. CHARLES, ILLINOIS 60174

PURPOSE  
A MED SPA/SERVICES PROVIDED: BOTOX, LASER HAIR REMOVAL, EMSCLPTING, DERMAL FILLERS, EMSCLPT, STRETH MARK, WRINKLES. PHYSICAL THERAPY SERVICES ARE PROHIBITED. and related services hand therapy, massages, etc. are prohibited.

TENANT SHALL PAY ALL UTILITIES INCLUDING BUT NOT LIMITED TO GAS, ELECTRIC, GARBAGE, WATER, LESSEE SEWER, ETC.

NAME • HAMZA BHATTI  
ADDRESS • 4240 CHINABERRY LN  
NAPERVILLE, ILL. 60564  
CITY • 224-254-0000 AND  
AESTHETICS BY MEDICINE LLC

LESSOR

NAME • JOHN WONAI'S REALTY LLC-ST. CHARLES PLACE SERIES  
ADDRESS • 1025 OGDEN AVE. STE. 211  
LISLE, ILL. 60532  
CITY • (630) 852-4125  
JW.REALTY.PARTNERSHIP@GMAIL.COM

TWO TENANTS WITH JOINT AND SEVERAL LIABILITY.

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances therefor for the above Term. Any and all improvements, modifications, additions or changes to the leased premises requires lessor's written approval which shall not be unreasonably withheld. Lessee must provide lessor with lien waivers for work & materials.

#### LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Additional monthly rent of \$75 each time monthly rent is not received by the 5th day of the month.
  2. WATER, GAS AND ELECTRIC CHARGES. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the
- (THROUGHOUT THE LEASE AND EXTENSION THEREOF LANDLORD NOT TENANT SHALL PAY REAL ESTATE TAXES, COMMON AREA MAINTENANCE EXPENSES AND INSURANCE PREMIUMS ON THE ENTIRE STRIP MALL.)  
(WATER & SEWER ARE NOT METERED TO THE LEASED PREMISES AND MONTHLY TENANT SHALL PAY LANDLORD \$35.00 FOR WATER & SEWER SERVICES)

same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

3. **SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "In Lot," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

4. **LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. **REPAIRS AND MAINTENANCE.** Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, less by fire and reasonable wear and tear. Excepted Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessor agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

7. **ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

8. **NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions, papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall however apply to Lessee's trade fixtures, equipment and movable furniture.

10. HEAT. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said period or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

12. TERMINATION; HOLDING OVER. At the termination of the term of this lease, by lapse of time or otherwise, Lessee shall yield up immediate possession of the Premises to Lessor, in good condition and repair, less by fire and ordinary wear excepted. Lessee will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of \$300.00 dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other payment in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants hereinafter set forth.

13. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination or Lessee's right to possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever. Lessee hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may re-possess himself of the Premises as of his former estate, but such action of the Lessor shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by Lessee therefor, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any other notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge

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any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to a notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this

14. **RIGHT TO RELET.** If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any power whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiencies in the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the Lessor of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

15. **COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

16. **CONFESSION OF JUDGMENT.** Lessee hereby irrevocably constitutes and appoints any attorney of any court in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or action to be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so that the costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to cause such execution may immediately issue thereon.

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

18. **REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. **REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and obligation to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date thereof, or the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may continue to receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand for possession, judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have in the virtue hereof.

20. **NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

21. **MISCELLANEOUS.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which are necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as they be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as they expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against a more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one of such Lessees.

22. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

22. JURY WAIVER: Both landlord and tenant and guarantors waive any right to a jury trial in the event of litigation.

23. SEE ATTACHED RIDERS (2).

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above. Please print or type name below signature(s)

LESSEE: HAMZA BHATTI AND Aesthetics by Medicine LLC

[Redacted] (SEAL)  
[Redacted] (SEAL)

LESSOR: JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES BY [Redacted] William Wonaiss, manager

THE LIABILITY OF THE TWO TENANTS IS JOINT AND SEVERAL

ASSIGNMENT BY LESSOR

On this \_\_\_\_\_, 19\_\_\_\_\_, for value received, Lessor hereby transfers, assigns and sells to \_\_\_\_\_, all right, title and interest in and to the above Lease the rent thereby reserved, except rent due and payable prior to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

GUARANTEE

On this \_\_\_\_\_, 19\_\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

RIDER TO LEASE FOR 615 S. RANDALL RD. ST. CHARLES, ILLINOIS 60174..(STORE# 100)  
INSURANCE:

Tenant shall maintain at tenant's cost during the lease term public liability insurance covering the leased premises in an amount of ONE MILLION DOLLARS for injury and/or death to any one person or property damage and THREE MILLION DOLLARS for injury and/or death to any number of persons or property damage (including products liability coverage) in any one accident all in forms and with companies satisfactory to landlord naming landlord as additional insured thereunder. Furthermore, tenant at tenant's cost shall keep in force fire and extended coverage insurance for the full replacement value of all improvements and property at the leased premises, including but not limited to landlord's trade fixtures, tenant's trade fixtures, inventory, furnishings, and other personal property. Tenant shall cause such insurance policies to be written so as to provide that the insurer waives all right of recovery by way of subrogation against landlord in connection with any loss or damage covered by the policy. In addition, tenant shall keep in force at tenant's expense workmen's compensation or similar insurance to the extent required by law. Should tenant fail to effect the insurance called for herein, then landlord may, at its sole option procure said insurance and pay the requisite premiums, in which event, tenant shall pay all sums so expended to landlord as additional rent. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to landlord that it will give landlord 30 days prior written notice before the policy or policies in question shall be altered or canceled. At all times tenant at tenant's expense shall maintain plate glass insurance.

SIGNAGE: All signage must be approved by landlord in writing. All signage must be approved by the city of St. Charles. At tenant's cost, tenant may use the existing illuminated box sign on the facade of the store facing east. With city approval signage may be placed on the side of the building facing north. Upon lease termination tenant shall remove signage and pay for any repairs to the building.

RENT:

INITIAL TERM

FIRST 90 days starting at lease signing FREE RENT but tenant pays utilities  
NEXT 12 consecutive months .....\$3100 a month + utilities  
NEXT 12 consecutive months.....\$3150 a month + utilities  
RENT SHALL BE PRO-RATED

1st OPTION TERM (24 months)

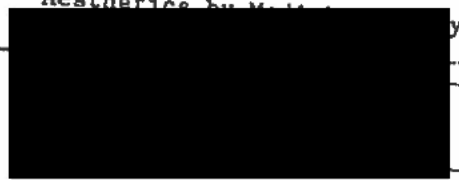
FIRST YEAR.....\$3200 a month + utilities  
SECOND YEAR.....\$3250 a month + utilities

2nd OPTION TERM (24 months)

FIRST YEAR.....\$3300 a month + utilities  
SECOND YEAR.....\$3350 a month + utilities

TO EXERCISE EACH OPTION RIGHT TENANT IN WRITING MUST NOTIFY LANDLORD OF TENANT'S ELECTION TO EXERCISE THE OPTION RIGHT TO BE RECEIVED BY LANDLORD NO LATER THAN 90 DAYS BEFORE THE EXPIRATION OF THE THEN CURRENT LEASE TERM. WRITTEN NOTIFICATION MUST BE SENT TO LANDLORD BY US CERTIFIED MAIL RETURN RECEIPT AT LANDLORD'S ADDRESS STATED ON PAGE ONE OF THE LEASE. ORAL NOTIFICATION IS INVALID. TIME IS OF THE ESSENCE. TO EXERCISE THE 2nd OPTION RIGHT, TENANT MUST EXERCISE THE 1st OPTION RIGHT.  
ALL TERMS, AGREEMENTS AND UNDERSTANDINGS ARE CONTAINED IN THIS LEASE IN WRITING. THERE ARE NO OTHER TERMS, AGREEMENTS AND UNDERSTANDINGS BETWEEN LANDLORD AND TENANT UNLESS STATED HEREIN.

ACCEPTED: LANDLORD JOHN WONA'S REALTY LLC-ST. CHARLES ACCEPTED: TENANT



TENANT'S RIGHT TO TERMINATE THE LEASE

Tenant shall have a right to terminate the lease on the following date ONLY FEBRUARY 1, 2025 and on no other date. Tenant can terminate the lease on FEBRUARY 1, 2025 for any reason. To terminate the lease on FEBRUARY 1, 2025 tenant must notify landlord in writing of tenant's election to terminate the lease with the written notice to be received by landlord on or before OCTOBER 1, 2024. TIME IS OF THE ESSENCE. If the written notice is not timely received then the lease termination right shall lapse. The written notification must be signed by both tenants and must be dated. The written notice must be delivered to landlord at the address stated on page one (1) of the lease or at such other address where landlord receives rent and said new address is provided to tenant in writing by landlord. The written notification must be sent to landlord by US CERTIFIED MAIL RETURN RECEIPT. ORAL NOTIFICATION IS INVALID.

At the time of the written notification to landlord tenant must not be in default of any lease provision and must be current on rent payments to landlord. From the date of written notification til the termination date of February 1, 2025 tenant must not be in default of any lease provision and must be current on all rent payments to landlord.

The written notification of termination to landlord can only be served on landlord from September 1, 2024 til October 1, 2024 and at no other time. Strict compliance with the terms stated herein is required. No financial fee or penalty for early termination.

ACCEPTED: LANDLORD JOHN WONAIS REALTY LLC by

[Redacted signature]  
[Redacted name], manager

ACCEPTED: TENANT

[Redacted signature]  
ANITA BHATTI, individual

TENANT Aesthetics by  
Medicine LLC by

[Redacted signature]  
authorized person

President

LANDLORD: JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES  
TENANT: HAMZA BHATTI AND  
AESTHETICS BY MEDICINE LLC  
DATE OF LEASE: MARCH 28, 2023  
SUBJECT PREMISES: 615 S. RANDALL RD. STORE# 100 ST. CHARLES, ILLINOIS 60174

LEASE MODIFICATION AGREEMENT DATED: FEBRUARY 16, 2026

IN CONSIDERATION of the mutual covenants and agreements stated herein, LANDLORD JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES AND TENANTS HAMZA BHATTI AND AESTHETICS BY MEDICINE LLC agree to the following terms:

1) The above described lease by agreement shall end on JULY 1, 2026. The lease has option rights in place which shall be replaced with the following 3 year extension agreement and THREE (3) YEAR option right:

BY THIS LEASE MODIFICATION AGREEMENT dated FEBRUARY 16, 2026 the LEASE IS EXTENDED FOR 3 YEARS STARTING JULY 1, 2026 AND ENDING JULY 1, 2029 AT THE FOLLOWING RENTAL:

July 1, 2026.....thru JUNE 30, 2027.....	\$3250.00 per month plus utilities
July 1, 2027.....thru JUNE 30, 2028.....	\$3300.00 per month plus utilities
July 1, 2028.....Thru JUNE 30, 2029.....	\$3350.00 per month plus utilities

THREE (3) YEAR OPTION RIGHT

Tenants shall have a THREE (3) YEAR option right to extend the lease for THREE (3) YEARS starting JULY 1, 2029 and ending JULY 1, 2032 at a rental as follows:

JULY 1, 2029 .....thru June 30, 2030.....	\$3400.00 per month plus utilities
JULY 1, 2030 .....thru June 30, 2031.....	\$3450.00 per month plus utilities
July 1, 2031.....thru June 30, 2032.....	\$3500.00 per month plus utilities

There shall be no FREE RENT at anytime during the 3 year extension period and during the 3 year option period. All terms of the lease shall remain the same during the extension period and during the option period. Any inconsistency of terms between the lease and changes to the lease, the terms of this modification agreement shall control.

TO EXERCISE THE OPTION RIGHT TENANTS MUST NOTIFY LANDLORD IN WRITING NO LATER THAN 120 DAYS PRIOR TO JULY 1, 2029 OF THE ELECTION TO EXERCISE THE OPTION RIGHT. TIME IS OF THE ESSENCE. IF NOT TIMELY SERVED UPON LANDLORD THE OPTION RIGHT SHALL LAPSE. THE WRITTEN NOTICE MUST BE SERVED BY U.S. MAIL CERTIFIED MAIL RETURN RECEIPT. ORAL NOTICE IS INVALID.

ACCEPTANCE: LANDLORD JOHN WONAIS REALTY LLC -  
St. Charles Place series by  
William Wonais, manager

ACCEPTANCE: TENANT  
HAMZA BHATTI

AESTHETICS BY MEDICINE LLC by  
HAMZA BHATTI  
Officer

LANDLORD: JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES  
TENANTS: HAMZA BHATTI AND AESTHETICS BY MEDICINE LLC, ASSIGNORS  
DATE OF LEASE: MARCH 28, 2023  
SUBJECT PREMISES: 615 S. RANDALL RD. STORE# 100 ST. CHARLES, ILLINOIS 60174  
ASSIGNEE: JAYAT INC d/b/a AES Med Spa  
GUARANTORS: ZEESHAN AMIN and Sidra Manzoor

LEASE ASSIGNMENT FEB. 16, 2026

IN CONSIDERATION of \$1.00 and other good and valuable consideration paid to ASSIGNORS HAMZA BHATTI and AESTHETICS BY MEDICINE LLC, ASSIGNORS transfer, convey and assign to ASSIGNEE JAYAT INC <sup>d/b/a AES Med Spa</sup> all interest and ownership and rights in a certain written lease described above to a certain leased premises described above 615 S. RANDALL RD. STORE# 100 at ST. CHARLES, ILLINOIS 60174 (MED SPA). The effective date of transfer shall be MARCH 1, 2026. The lease shall be transferred to ASSIGNEE including all subsequent modifications, riders and in particular the Lease modification dated FEBRUARY 16, 2026 and the First option right agreement dated April 27, 2025.

The security deposit amount of \$3100 shall be returned to ASSIGNORS less any agreed upon deductions. The ASSIGNORS HAMZA BHATTI and AESTHETICS BY MEDICINE LLC shall be released of all liability for matters accruing under the lease effective MARCH 1, 2026 and onward.

As part of this Lease Assignment guarantors Zeeshan AMIN and SIDRA MANZOOR shall guarantee personally the lease and all obligations effective MARCH 1, 2026 and shall sign the two attached guarantees. The liability shall be joint and several.

ASSIGNORS: [Signature] HAMZA BHATTI AESTHETICS BY MEDICINE LLC BY [Signature] HAMZA BHATTI  
FEB 16, 2026 ACCEPTANCE OF ASSIGNMENT OFFICER

ASSIGNEE JAYAT INC / does hereby accept the above assignment and all terms of the assignment. The effective date of transfer and assignment is MARCH 1, 2026. At signing of this Lease Assignment ASSIGNEE by cash or cashiers check shall pay LANDLORD \$9600.00 (security deposit \$3250 plus <sup>partial</sup> pre-payment of first and 2nd month rent in the amount of \$6350.00.

JAYAT INC d/b/a AES Med Spa

[Signature]  
ZEESHAN AMIN Officer

[Signature]  
Sidra Manzoor, officer

FEB 16, 2026 LANDLORD'S ACCEPTANCE  
LANDLORD accepts the above LEASE ASSIGNMENT and releases ASSIGNORS HAMZA BHATTI and AESTHETICS BY MEDICINE LLC of all lease obligations accruing March 1, 2026 and afterwards.

LANDLORD: JOHN WONAIS REALTY LLC-ST. CHARLES PLACE  
SERIES BY [REDACTED]

FEB. 16, 2026 Will [REDACTED] Wonaiss manager

LANDLORD: JOHN WONAI'S REALTY LLC-ST. CHARLES PLACE SERIES  
TENANT: HAMZA BHATTI AND AESTHETICS BY MEDICINE LLC  
DATE OF LEASE: MARCH 28, 2023  
SUBJECT PREMISES: 615 S. RANDALL RD. STORE# 100 ST. CHARLES, ILLINOIS

EXERCISE OF FIRST OPTION RIGHT AGREEMENT APRIL 27, 2025

Tenant does hereby exercise the FIRST OPTION RIGHT for the above captioned written lease. Both landlord and tenant agree to waive the untimeliness of the election and the lease is extended for ~~two (2)~~ <sup>1 yr</sup> years beginning July 1, 2025 at the rental rate:

1st yr.....\$3200 a month plus utilities  
2nd yr.....~~\$3250 a month plus utilities~~

In the event tenant rents a new space at 615 S. Randall Rd. St. Charles, Illinois then this lease agreement shall terminate at the time rent for the new space begins.

*OPT. or Right is modified to 1 yr.*  
Accepted: LANDLORD JOHN WONAI'S REALTY LLC-ST. CHARLES ACCEPTED: TENANT

PI [Redacted]  
William Wonais, manager

[Redacted]

AND

AESTHETICS BY MEDICINE LLC by

Pr [Redacted]

*[Handwritten signature]*

GUARANTY TO BEGIN MARCH 1, 2026

IN consideration of and as an inducement for LANDLORD JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES renting a store space to JAYAT, INC. in ST. CHARLES, ILLINOIS

8157A Aes M&J Spd

and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the landlord to the undersigned, the undersigned, (hereinafter called the "GUARANTOR"), hereby guarantees as to the landlord, its successors and assigns, the full and prompt payment of rent, utility charges, and other sums and charges payable by the tenant, its successors and assigns, under the lease, and full performance and observance of all covenants, terms, conditions and agreements therein provided to be performed and observed by tenant, its successors and assigns, and the guarantor hereby covenants and agrees that if default shall at anytime be made by the tenant, its successors and assigns, in the payment of any such rent payable by the tenant under said lease, or in the performance of any of the terms, covenants, provisions or conditions contained in said lease, the guarantor will forthwith pay such rent to the landlord, its successors and assigns, and any arrearages thereof and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to the landlord all damages that may arise in consequence of any default by the tenant, its successors and assigns, under the lease including, without limitation all reasonable attorney's fees incurred by the landlord or caused by any such default and by the enforcement of this guaranty.

This guaranty is an absolute, continuing and unconditional guaranty of payment and of performance of suretyship. It shall be enforceable against the guarantor, its successors and assigns, without the necessity for any suit or proceedings on the landlord's part of any kind or nature whatsoever against the tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance or any notice of acceptance of this guaranty or any other notice or demand to which the guarantor might otherwise be entitled, all of which the guarantor hereby expressly waives; and the guarantor hereby expressly agrees that the validity of this guaranty and the obligations of the guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the landlord against the tenant, or the tenant's successors and assigns, of any of the rights and remedies reserved to the landlord pursuant to the provisions of the lease.

The guaranty shall be a continuing guaranty, and the liability of the guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of the lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the lease, or by reason of any extension of time that may be granted by the landlord to the tenant, its successors and assigns, or by reason of any dealings or transactions or matters or things occurring between the landlord and the tenant, its successors and assigns whether or not notice thereof is given to the guarantor. This guaranty cannot be assigned, transferred, modified, changed, altered or terminated in any manner whatsoever without the express written consent of the landlord.

The use of the neuter singular pronoun to refer to landlord or tenant shall be deemed a proper reference even though landlord or tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one landlord or tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

FEB. 16, 2026

[Redacted Signature] SIDRA MANZOOR

GUARANTY TO BEGIN MARCH 1, 2026

IN consideration of and as an inducement for LANDLORD JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES renting a store space to JAYAT, INC. in ST. CHARLES, ILLINOIS

*d/b/a Aes met spa*

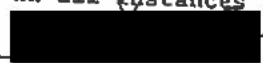
and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the landlord to the undersigned, the undersigned, (hereinafter called the "GUARANTOR"), hereby guarantees as to the landlord, its successors and assigns, the full and prompt payment of rent, utility charges, and other sums and charges payable by the tenant, its successors and assigns, under the lease, and full performance and observance of all covenants, terms, conditions and agreements therein provided to be performed and observed by tenant, its successors and assigns, and the guarantor hereby covenants and agrees that if default shall at anytime be made by the tenant, its successors and assigns, in the payment of any such rent payable by the tenant under said lease, or in the performance of any of the terms, covenants, provisions or conditions contained in said lease, the guarantor will forthwith pay such rent to the landlord, its successors and assigns, and any arrearages thereof and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to the landlord all damages that may arise in consequence of any default by the tenant, its successors and assigns, under the lease including, without limitation all reasonable attorney's fees incurred by the landlord or caused by any such default and by the enforcement of this guaranty.

This guaranty is an absolute, continuing and unconditional guaranty of payment and of performance of suretyship. It shall be enforceable against the guarantor, its successors and assigns, without the necessity for any suit or proceedings on the landlord's part of any kind or nature whatsoever against the tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance or any notice of acceptance of this guaranty or any other notice or demand to which the guarantor might otherwise be entitled, all of which the guarantor hereby expressly waives; and the guarantor hereby expressly agrees that the validity of this guaranty and the obligations of the guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the landlord against the tenant, or the tenant's successors and assigns, of any of the rights and remedies reserved to the landlord pursuant to the provisions of the lease.

The guaranty shall be a continuing guaranty, and the liability of the guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of the lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the lease, or by reason of any extension of time that may be granted by the landlord to the tenant, its successors and assigns, or by reason of any dealings or transactions or matters or things occurring between the landlord and the tenant, its successors and assigns whether or not notice thereof is given to the guarantor. This guaranty cannot be assigned, transferred, modified, changed, altered or terminated in any manner whatsoever without the express written consent of the landlord.

The use of the neuter singular pronoun to refer to landlord or tenant shall be deemed a proper reference even though landlord or tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one landlord or tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

FEB. 16, 2026

  
ZEESHAN ANIN



**ST. CHARLES POLICE DEPARTMENT  
MESSAGE 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.

Sidra Manzoor

Applicant's Name (Printed)



Applicant's Signature

03/27/2026

Date



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

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

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

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

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

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

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

[Redacted]

Witness Signature

3-27-26

Date

Det. Blake Powers

Witness

[Redacted]

Signature (include maiden name)

03/27/2026

Date

SSN #: [Redacted]

Address: [Redacted]

Phone: [Redacted]

Date of Birth: [Redacted]



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

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

*Dan Likens Chief of Police*

Date: 3/27/2026  
To: LEMONT POLICE DEPT – Police Records  
From: Detective Powers #392  
RE: Records Request for Massage License Applicant Background

Greetings,

I am conducting a background investigation for the position of MASSAGE LICENSE for the City of St Charles. The applicant is:

**SIDRA MANZOOR** [REDACTED]

Listed address for applicant:

[REDACTED]

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

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

Respectfully,

[REDACTED]

Detective Blake Powers #392





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

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

*Dan Likens Chief of Police*

Date: 3/27/2026

To: ADDISON POLICE DEPT – Police Records

From: Detective Powers #392

RE: Records Request for Massage License Applicant Background

Greetings,

I am conducting a background investigation for the position of MASSAGE LICENSE for the City of St Charles. The applicant is:

**SIDRA MANZOOR** / [REDACTED]

Listed address for applicant:

[REDACTED]

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

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

Respectfully,

[REDACTED] 392

Detective Blake Powers #392





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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, Sidra Manzoor, 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.

Sidra Manzoor

Applicant's Name (Printed)

03/27/2026

Date

[Redacted Signature]

Applicant's Signature

03/27/2026

Date



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

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

*Dan Likens Chief of Police*

Date: 3/27/2026

To: ADDISON POLICE DEPT -- Police Records

From: Detective Powers #392

RE: Records Request for Massage License Applicant Background

Greetings,

I am conducting a background investigation for the position of MASSAGE LICENSE for the City of St Charles. The applicant is:

**SIDRA MANZOOR /** [REDACTED]

Listed address for applicant:

[REDACTED]

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

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

Respectfully,

[REDACTED] 392

Detective Blake Powers #392

no records found  
TR 202  
Addison Police Department  
3/27/2026





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

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

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

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

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

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

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

[Redacted Signature]

Witness Signature

3-25-26

Date

Blake Powers

Witness

[Redacted Signature]

Signature (include maiden name)

03/25/26

Date

SSN #: [Redacted]

Address: [Redacted]

Phone: [Redacted]

Date of Birth: [Redacted]



## ST. CHARLES POLICE DEPARTMENT MESSAGE 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.

Sanelya Neal  
Applicant's Name (Printed)

  
Applicant's Signature

3/25/26  
Date



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

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

*Dan Likens* Chief of Police

Date: 3/27/2026  
To: OSWEGO POLICE DEPT – Police Records  
From: Detective Powers #392  
RE: Records Request for Massage License Applicant Background

Greetings,

I am conducting a background investigation for the position of MASSAGE LICENSE for the City of St Charles. The applicant is:

**SANDRA NEAL** / [REDACTED]

Listed address for applicant:

[REDACTED]

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

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

Respectfully,

[REDACTED] 392

Detective Blake Powers #392





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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, Sandra Neal, 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.

Sandra Neal

Applicant's Name (Printed)

03/25/26

Date

[Redacted Signature]

Applicant's Signature

03/25/26

Date



**ST. CHARLES POLICE DEPARTMENT  
MESSAGE 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.

Carolina Espinoza

Applicant's Name (Printed)



Applicant's Signature

3/23/24

Date



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

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

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

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

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

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

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

[Redacted Signature]

Witness Signature

3-23-26

Date

Det. Blake Powers

Witness

[Redacted Signature]

Signature (include maiden name)

3/23/26

Date

SSN #:

Address:

Phone:

Date of Birth:



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

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

*Dan Likens Chief of Police*

Date: 3/27/2026

To: CARPENTERSVILLE POLICE DEPT – Police Records

From: Detective Powers #392

RE: Records Request for Massage License Applicant Background

Greetings,

I am conducting a background investigation for the position of MASSAGE LICENSE for the City of St Charles. The applicant is:

**CAROLINA ESPINOZA** [REDACTED]

Listed address for applicant:

[REDACTED]

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

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

Respectfully,

[REDACTED]

Detective Blake Powers #392





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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, Carolina Espinoza 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.

Carolina Espinoza  
Applicant's Name (Printed)

3/23/20  
Date

  
Applicant's Signature

3/23/20  
Date



**DEPARTMENT OF POLICE**

**Kevin Stankowitz**  
Chief of Police  
[KStankowitz@cville.org](mailto:KStankowitz@cville.org)

1200 L.W. Besinger Dr.  
Carpentersville, IL 60110  
Telephone (847) 551-3481  
Fax (847) 426-0018

3/27/2026

To Whom It May Concern:

The individual whose name appears on this form has been checked through the files of the Carpentersville Police Department as requested.

**Name:** Carolina Espinoza

**Date of Birth:** [REDACTED]

**Last Known Address:** [REDACTED]

This record check has revealed the following:

**XX** Subject has no criminal record with this department.

11/24/2001 20:5...	Case	2001-00018507	IL0450300	Subject Type : Other, Incident Type : Accident Hit & Run PD	ESPINOZA, CAROLINA
11/24/2001 20:5...	Incident	2001-00018507	IL0450300	Incident Type : Accident No Injuries, Role : Other	ESPINOZA, CAROLINA
10/10/2020 07:4	Tickets & Citations	004046515	IL0450300	Warning, Charge: Speeding	ESPINOZA, CAROLINA
10/10/2022 17:0...	Tickets & Citations	004070245	IL0450300	Warning, Charge: Operation of a vehicle displaying "expired"	ESPINOZA, CAROLINA

Records checked by: M. Camacho #906

*Building a Better Tomorrow . . . Today*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2026

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Rob Mara	
Mara Insurance Services		<b>PHONE (A/C, No, Ext):</b> (312) 622-8287	<b>FAX (A/C, No):</b>
320 W. Ohio St Suite 3W		<b>E-MAIL ADDRESS:</b> rob.mara@marainsurance.com	
Chicago IL 60654		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ERIE INS CO	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>		<b>NAIC #</b>	
Jayat INC DBA AES MedSpa		26263	
615 S. Randal Road STE 100			
St. Charles, IL 60174			
IL 60439-4689			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Q61-0646728	02/28/2026	02/28/2027	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:							\$
<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> AUTOS ONLY							\$
<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE	\$
<input type="checkbox"/> CLAIMS-MADE							\$
DED RETENTION \$							\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A						E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	PROPC		Q61-0646728	02/28/2026	02/28/2027	Special	125,000
						WHDED	
						Special	

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

**CERTIFICATE HOLDER****CANCELLATION**

City of St. Charles	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 Robert Mara

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Illinois Department of Financial and Professional Regulation

# Lookup Detail View

## Contact

### Contact Information


Name	City/State/Zip	DBA / AKA
CAROLINA ESPINOZA	Carpentersville, IL 60110	

## License

### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
227021905	Licensed Massage Therapist	ACTIVE	10/21/2020	11/12/2024	12/31/2026	N

Generated on: 2/22/2026 6:03:05 PM

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 7</b>
	Title:	Recommendation to approve a Proposal for an H-1 Liquor License Application for Eden on the River, located at 1 Illinois St, Suite 160, St. Charles	
	Presenter:	<b>Police Chief Likens</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Eden on the River, located at 1 Illinois St, Suite 160, is requesting approval of an H-1 liquor license application for their business.</p>			
<b>Attachments</b> (please list):			
Liquor License			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Proposal for an H-1 Liquor License Application for Eden on the River located at 1 Illinois St, Suite 160, St. Charles.			



# Memo

Date: 4/9/2026

To: Clint Hull Mayor-Liquor Commissioner

From: Dan Likens Chief of Police *D.L. Likens*

Re: Background Investigation- Eden on the River 1 Illinois St. Ste 160 St. Charles (H-1 / Liquor License)

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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.

Eden On the River is currently located at 1 Illinois St. and is currently licensed as a Class B-1 liquor license holder. The business is owned by Rawan Alhalibi. Recently Ms. Alhalibi purchased a special event space at 316 Cedar St. named Cedar Events. She is applying for a Class H-1 Catering License under Eden on the River so she can serve alcohol at Cedar Events. The primary applicants are all BASSET Certified.

Staff reviewed the applicants' current standing and found them to be in compliance with nothing precluding them from obtaining a Class H-1 catering license.



# Memo

Date: 04/08/2026  
To: Chief Dan Likens #400 *DJL 400*  
From: Detective Sergeant Joseph Dony #376  
Re: Background Investigation – Liquor License Application (Eden Events)

## Purpose

The purpose of this memorandum is to document the steps taken during the background investigation related to the liquor license application for Eden Events. This investigation was conducted in response to a request to add a **Class H-1 Liquor License**, which allows a restaurant located within the City of St. Charles that already holds an existing liquor license to cater food and/or alcoholic beverages at off-site locations within the City.

## Applicants

- **Alhalibi, Rawan** – DOB: [REDACTED]  
Address: [REDACTED]
- **Amro, Jamal**  
Address: [REDACTED]
- **Amro, Leila** – DOB: [REDACTED]  
Address: [REDACTED]

## Application

The application for amendment to include a Class H-1 Catering License was completed on 04/02/2026.

## Records Checks

### Alhalibi, Rawan

- Updated (4/7/2026) fingerprints were reviewed; FBI and Illinois Bureau of Identification responses revealed no arrest history.

*Service, Courage, Professionalism, Dedication*



- St. Charles Police Department, Sycamore Police Department, and Kane County Clerk records revealed no findings that would prohibit licensing.
- Illinois Liquor Control Commission check showed no history of license revocation.
- TLO and I-CLEAR database checks confirmed identity; no concerns noted.

**Amro, Jamal**

- Previously submitted fingerprints were reviewed; FBI and Illinois Bureau of Identification responses revealed no arrest history.
- St. Charles Police Department and Kane County Clerk records revealed no findings that would prohibit licensing.
- Illinois Liquor Control Commission check showed no current license and no history of license revocation.
- TLO and I-CLEAR database checks confirmed identity; no concerns noted.

**Amro, Leila**

- Previously submitted fingerprints were reviewed; FBI and Illinois Bureau of Identification responses revealed no arrest history.
- St. Charles Police Department and Kane County Clerk records revealed no findings that would prohibit licensing.
- Illinois Liquor Control Commission check showed no current license and no history of license revocation.
- TLO and I-CLEAR database checks confirmed identity; no concerns noted.

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**Additional Review**

A review of police records and prior licensing history indicates the business is in good standing with no recent violations, complaints, or enforcement actions.

The applicant meets the requirements of a bona fide caterer and will provide alcohol service in compliance with City Code, limited to private, prearranged events and in conjunction with food service.

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## **Conclusion**

Based on the records checks and investigative steps conducted, no information was identified that would prohibit issuance of the requested Class H-1 Catering License.

All applicants meet the eligibility requirements set forth under City Code, including good character and reputation, no disqualifying criminal history, and no prior liquor license revocations. The business remains in good standing within the City.

No concerns were identified related to public safety or regulatory compliance.

### **Prepared By:**

Detective Sergeant Dony #376





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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, RAWAN ALHALABI, 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.

Rawan Alhalabi  
Applicant's Name (Printed)

4-7-2026  
Date

  
Applicant's Signature

4-7-2026  
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.

Rawan Alhalabi  
Applicant's Name (Printed)

  
Applicant's Signature

4-7-2026  
Date





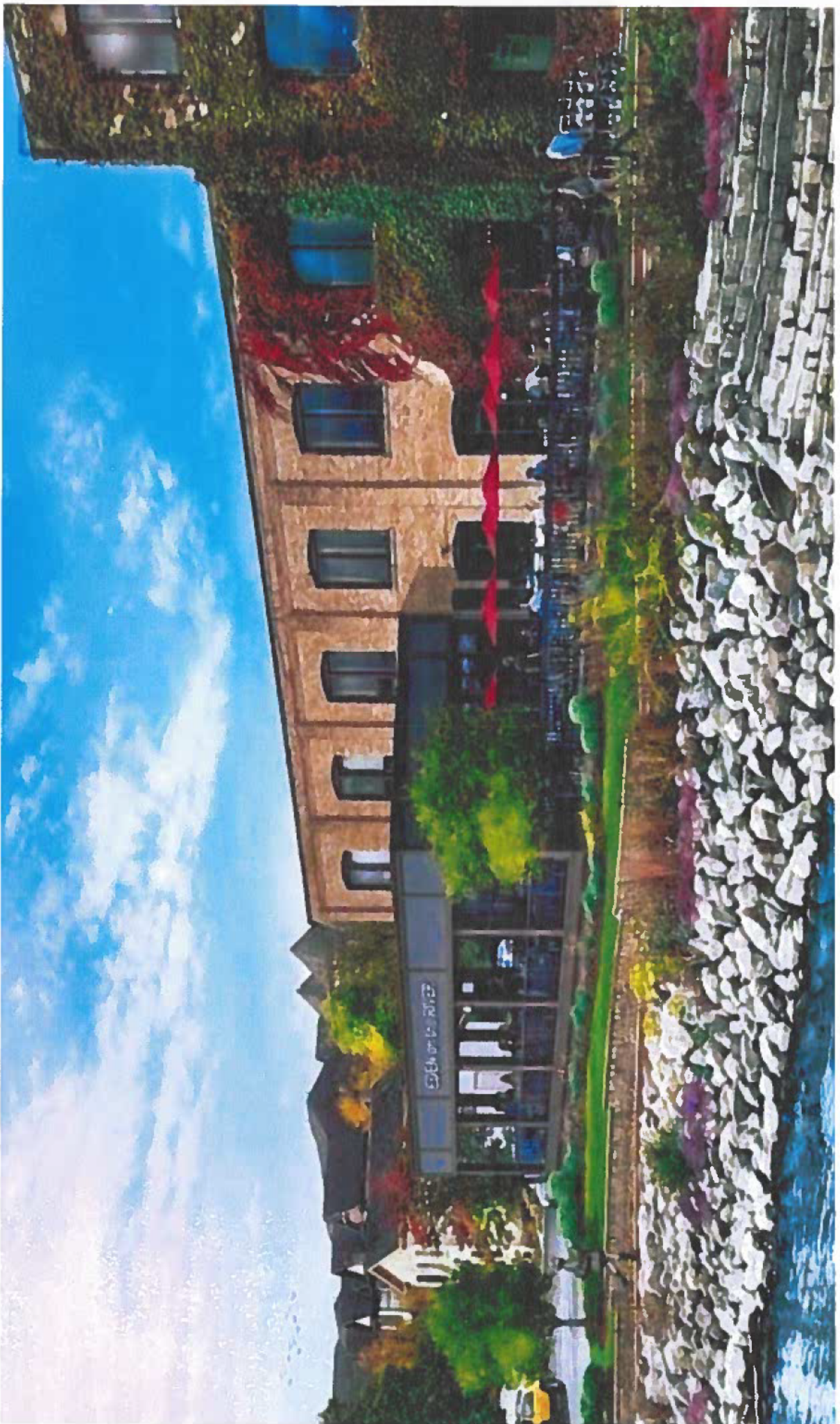
## City of St. Charles, IL Acknowledgment of Alcohol Tax

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 Cedar Events	Business Address 316 Cedar St. St. Charles, IL 60174
Name Rawan Alhalabi	Title owner
Signature [Redacted]	Date 01-21-2026

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](mailto:cao@stcharlesil.gov)  
Fax: 630-443-4636  
Phone: 630-377-4422





## RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT (the "Lease") is made as of the 14<sup>th</sup> day of August, 2020, between SHODEEN GROUP, LLC, a Delaware LLC, as Agent for Fox Island Limited Partnership (the "Landlord"), and Eden on the River 1, L.L.C., (the "Tenant").

1. **PREMISES.** In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases unto Tenant and Tenant hereby rents and accepts from Landlord those certain premises containing approximately 3,975 rentable square feet as well as an outdoor enclosed deck space of approximately 1,800 square feet, said enclosed deck space to be constructed by Tenant as set forth below, all of said space being outlined on the floor plan which is attached hereto and incorporated herein as Exhibit "A," and incorporated herein by reference. The indoor space is contained in that certain building located at 1 W. Illinois Street, Suite 160, St. Charles, Kane County, Illinois (the "Building"), which Building contains approximately 30,119 rentable square feet of space. The land on which the Building is situated, together with all improvements located thereon (collectively the "Property"), is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

2. **TERM.**

(a) Subject to and upon the terms and conditions set forth below, the term of this Lease shall be for a period of twenty (20) Lease Years (as hereinafter defined), commencing on the Gross Rent Commencement Date (as hereinafter defined) and ending on the last day of the last month of the twentieth (20th) Lease Year.

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

(i) "Commencement Date" shall mean the date of Lease Execution;

(ii) "Gross Rent Commencement Date" shall mean the first full month following execution of this Lease;

(iii) "Gross Rent" Shall mean the Base rental plus additional rent as defined in article 3 of this Lease

(iv) "Lease Year" shall mean each twelve (12) month period commencing on the first day of the first full month after the Gross Rent Commencement Date and each anniversary thereafter during the Term (as hereinafter defined) of this Lease; provided, however, that if the Gross Rent Commencement Date is the first day of the month, the first Lease Year shall commence on the Gross Rent Commencement Date. The first Lease Year shall commence on the Gross Rent Commencement Date and end on the last day of the last month of the first Lease Year regardless of whether the first Lease Year is longer than twelve (12) months. .

(v) "Term" shall mean the initial term of this Lease and any renewals or extensions thereof.

3. **RENTAL.**

(a) **Base Rental.** Tenant shall pay to Landlord, as base rental (the "Base Rental") during the Term of this Lease, the aggregate sum of Seven Hundred Eighty-Three Thousand Six Hundred Seventy-Nine Dollars and 66/100 Dollars (\$783,679.66) as follows:

Gross Rent Commencement Date

<u>Period</u>	<u>\$ p/s/f</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Gross Rent Commencement Date			
Year 1	\$5.98	\$23,779.44	\$1,981.62
Year 2	\$6.43	\$25,559.25	\$2,129.94
Year 3	\$7.89	\$31,362.75	\$2,613.56
Year 4	\$8.13	\$32,303.63	\$2,691.97
Year 5	\$8.37	\$33,272.74	\$2,772.73
Year 6	\$8.62	\$34,270.92	\$2,855.91
Year 7	\$8.88	\$35,299.05	\$2,941.59
Year 8	\$9.15	\$36,358.02	\$3,029.84
Year 9	\$9.42	\$37,448.76	\$3,120.73
Year 10	\$9.70	\$38,572.23	\$3,214.35
Year 11	\$9.99	\$39,729.39	\$3,310.28
Year 12	\$10.29	\$40,921.28	\$3,410.11
Year 13	\$10.60	\$42,148.91	\$3,512.41
Year 14	\$10.92	\$43,413.38	\$3,617.78
Year 15	\$11.25	\$44,715.78	\$3,726.31
Year 16	\$11.59	\$46,057.26	\$3,838.10
Year 17	\$11.93	\$47,438.97	\$3,953.25
Year 18	\$12.29	\$48,862.14	\$4,071.85
Year 19	\$12.66	\$50,328.01	\$4,194.00
Year 20	\$13.04	\$51,837.85	\$4,319.82

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

(b) **Additional Rental.** Tenant shall pay to Landlord Tenant's Proportionate Share (as hereinafter defined) of the Operating Expenses (the "Additional Rental") currently payable in the monthly amount of \$3,392.43, including common area maintenance, taxes and insurance. If this Lease commences or terminates on a date other than January 1, the annual Operating Expenses shall be prorated by multiplying one-twelfth (1/12) of the annual Operating Expenses by the number of full or partial months between the Commencement Date and December 31 of the year of commencement or between January 1 of the year of termination and the termination date, as the case may be. As used in this Lease, "Proportionate Share" shall mean a percentage factor, determined by dividing the net rentable square footage contained in the Premises by the net square footage contained in the Building.

Landlord shall place a five percent (5%) annual cap on all Operating Expenses for the duration of the lease, excluding real estate tax charges and insurance charges. The base year for establishing the Operating

Expense cap shall be the actual 2019 Operating Expenses. As such, 2020 would be capped based on the 2019 actual charges.

(i) **Operating Expenses.** "Operating Expenses" shall include those expenses paid by or on behalf of Landlord in respect to the management, operation, service and maintenance of the Property, including the Premises, in accordance with generally accepted principles of retail building management as applied to the operation and maintenance of office buildings similar to the type and nature of the Property and in the general market area as the Property. Operating Expenses shall include, but not be limited to, (A) Real Estate Taxes (as hereinafter defined); (B) premium costs for liability, boiler, extended coverage, casualty and other insurance covering the Property to be maintained by Landlord and required by the terms of this Lease; (C) electricity, gas, water and other utility charges for the Property; (D) repair and maintenance of HVAC systems which serve the Common Areas, elevators, irrigation systems and other mechanical systems serving the Common Areas; (E) repair and maintenance of the Common Areas (as hereinafter defined) and the Building structure and roof; (F) trash removal and snow removal; (G) janitorial service; (H) wages, salaries and fees of operating, auditing, accounting, maintenance and management personnel in connection with the Property; (I) all payroll charges for such personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called fringe benefits; (J) (intentionally omitted); (K) license permits and inspection fees; (L) supplies and materials used in the operation and management of the Property; (M) furnishings and equipment not treated by Landlord as capital expenditures of the Property; (N) depreciation and the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program; (O) personal property taxes on property used in the operation, maintenance, service and management of the Property; (P) (intentionally omitted); (Q) management fees shall be capped at five percent (5%) of cash collected relating to the Property; (R) the cost of any installation or improvement required by reason of any law, ordinance or regulation, which requirement did not exist on the date of the Lease and is generally applicable to similar office buildings; and (S) all other expenses necessary for the operation and management of the Property. Operating Expenses shall not include expenses incurred which are directly related to other tenants of the Property, such as, by way of example only and not to limit same, build out expenses or credits, damage to tenant spaces, repairs to tenant spaces.

(c) **Deck Fee.** In addition to the sums set forth above, Tenant shall also pay to Landlord the sum of One Thousand Dollars and 00/100 (\$1,000.00) on the Commencement Date as defined above and on the 1<sup>st</sup> day of June each year during the term of this Lease or any extensions thereto, commencing June 1, 2021, for so long as Kava Diem remains in its current location as a tenant in the Fox Island Square Development, or such time as this Lease terminates, whichever comes first. The parties acknowledge and agree that this additional sum is for additional deck space being taken from Kava Diem in the Fox Island Square Development. This additional deck space is depicted in the photograph which is marked and attached hereto and incorporated herein as Exhibit "C."

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

Real Estate Taxes also shall include the expense of contesting the amount or validity of any such taxes, charges or assessments, such expense to be applicable to the period of the item contested. Real Estate Taxes shall not, however, include income, franchise, capital stock, estate or inheritance taxes unless Landlord reasonably determines that such taxes are in lieu of real estate taxes, assessments, rental, occupancy and other like excise

taxes. For purposes of this Lease, Real Estate Taxes for any calendar year shall be those taxes which are assessed against the Property for such calendar year even though the payment date for such taxes occurs in the subsequent calendar year.

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

(d) Payment of Proportionate Share. To provide for current payments of Operating Expenses, Tenant shall pay Tenant's Proportionate Share of the Operating Expenses, as estimated by Landlord from time to time, in twelve (12) monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount of its estimated Proportionate Share. Landlord shall estimate the amount of Operating Expenses for each year and then reconcile such estimated expenses in the following year based on actual Operating Expenses for the prior year paid by Landlord. If Tenant's Proportionate Share of the actual Operating Expenses shall be greater than or less than the aggregate of all installments so paid on account to Landlord for such twelve (12) month period, then within ten (10) days of Tenant's receipt of Landlord's statement of reconciled Operating Expenses, Tenant shall pay to Landlord the amount of such underpayment, or Landlord shall credit Tenant for the amount of such overpayment against the next maturing installment(s) of rent, as the case may be. The obligation of Tenant with respect to the payment of Tenant's Proportionate Share of the Operating Expenses shall survive the termination of this Lease. Any payment, refund, or credit made pursuant to this subparagraph 3(c) shall be made without prejudice to any right of Tenant to dispute the statement as hereinafter provided, or of Landlord to correct any item(s) as billed pursuant to the provisions hereof. Landlord's failure to give such statement shall not constitute a waiver by Landlord of its right to recover rent that is due and payable pursuant to this subparagraph 3(c).

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

determined by the audit and the Operating Expenses as determined by Landlord is greater than five percent (5%) of the Operating Expenses as determined by Landlord, in which case such expenses shall be borne by Landlord. If Tenant does not, in writing, question the reconciled Operating Expenses within the thirty (30) days after such notice has been given, Tenant shall be deemed to have approved and accepted such reconciled Operating Expenses. This waiver is given with Tenant's full knowledge and consent.

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

- (i) Operating expense ledger;
- (ii) Reconciliation of operating expense ledger and amount billed as [Operating Expenses/CAM Costs];
- (iii) Cash disbursement journals;
- (iv) Accounts payable or distribution journals;
- (v) Journal entries relating to [Operating Expenses/CAM Costs], as shall be reasonable requested by Tenant;
- (vi) Accounts payable and accruals;
- (vii) Copies of paid real estate property tax bills;
- (viii) Vendor paid bills;
- (ix) Vendor contracts;
- (x) Management agreement and calculations of management fees;
- (xi) Calculations of Tenant's Rent increase based on CPI or porter's wage;
- (xii) Gross-up calculations, if applicable;
- (xiii) Work order tickets;
- (xiv) Paid and outstanding billings to Tenant;
- (xv) Pending and received recoveries from insurers, vendors, others;
- (xvi) Documentation regarding insurance claims;
- (xvii) Occupancy records, if applicable;
- (xviii) Sub-metering records, if applicable;
- (xix) HVAC overtime records;
- (xx) Payroll records, limited to the following:
  - (a) Census of number of employees by category (e.g. maintenance, janitorial, security, administrative, and building engineers);
  - (b) Allocation to other properties or to departments not included in [Operating Expenses/CAM Costs];
  - (c) Total annual compensation by category; and
  - (d) Report (from the payroll service bureau) of the final payroll period of the year, with a reconciliation due to employee turnover, change in number of personnel per department, and change in rates;
- (xxi) Identification of electrical meters;
- (xxii) Method and details for expense allocations;
- (xxiii) Method of space measurement;
- (xxiv) Copies of reports of independent CPAs, if applicable; and
- (xxv) 'As build' plans.

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

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

(g) Percentage Rental. N/A

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

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

#### 4. CONSTRUCTION.

(a) Improvements to be Constructed. Landlord has made no promise to alter, remodel or improve the Premises, the Building or the Property. Tenant will take the space "as-is."

(b) Possession. Landlord shall deliver possession upon execution of this Lease Agreement (Commencement Date).

(c) Tenant's Work. The Tenant shall be solely responsible for performing any and all steps and work necessary to construct the enclosed deck space on the subject premises. Tenant's construction of this enclosed deck space is a material element of this Lease Agreement and the Tenant's failure to do so shall be a breach of this Lease Agreement on Tenant's part.

Landlord shall continue to cooperate as necessary to execute any documents required by the City of St. Charles, Illinois, or otherwise to reflect the Landlord's agreement for Tenant to construct this enclosed deck space at the subject premises.

Within thirty (30) days after execution of this Lease the Tenant shall submit to the Landlord for approval the plans and specification for the Tenant's Work (the "Plans"), the construction contracts for the Tenant's Work (the "Construction Contracts"), and evidence of the Tenant's ability to pay for the cost of the Tenant's Work (the "Tenant's Contribution"). Failure of the Landlord to reject the Plans and Construction Contracts in writing to Tenant with fourteen (14) days after submittal to Landlord shall be deemed approval of the Plans and Construction Contracts by Landlord.

The Tenant shall diligently pursue completion of the Work necessary to construct the enclosed deck space,

in accordance with the plans and Construction Contracts approved by the Landlord and all applicable governmental laws and regulation, free and clear of any claims for mechanic's liens.

The Tenant must receive written Landlord approval for any structural alterations. If the Tenants work causes any damage to the building or to any other tenant space then Tenant shall be responsible for any costs incurred by the Landlord in fixing said damage.

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

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

(e) Condition of Premises. Except as otherwise agreed to in writing, Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Landlord has made no representation respecting the condition of the Premises, the Building or the Property. At the termination of this Lease, by lapse of time or otherwise, Tenant shall remove all Tenant's property, including but not limited to, trade fixtures, from the Premises, and shall return the Premises broom-clean and in as good a condition as when Tenant took possession or as same may thereafter have been put by Landlord, except for ordinary wear, loss by fire or other casualty, and repairs that Landlord is required to make under this Lease. If Tenant fails to remove any or all of its property upon termination of this Lease, such property shall be deemed to be abandoned and shall become the property of Landlord.

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

## 5. USE OF THE PREMISES.

(a) Use. The Premises shall be used only for a Restaurant; specializing in sandwiches, soups and salads. In addition, part of the space to be utilized for high end convenience items and prepared food for take-out and for no other purpose or purposes without the prior written consent of Landlord. The Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises are leased, unless such business use is not permitted or limited, such as by a force majeure event as defined herein.

(b) Prohibitions on Use. The Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a

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

(c) Display Windows. The Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs in front of the Premises lighted during hours of operation.

(d) Advertising. Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by the Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

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

## 6. ALTERATIONS.

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

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

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

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

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

#### 7. MECHANICS' LIENS.

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

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

#### 8. MAINTENANCE AND REPAIR.

(a) Tenant's Maintenance. Tenant, at its sole cost and expense, shall maintain, replace and repair during the Term of this Lease the Premises and every part thereof and any and all appurtenances exclusive thereto, including, but not limited to, the doors, doorways, locks, window casement, plate glass windows and interior walls of the Premises; special light fixtures; kitchen fixtures; heating, ventilation, or air conditioning equipment (including any rooftop unit) and associated duct work; private bathroom fixtures and any other type of special equipment, together with related plumbing or electrical services within the Tenant space (Tenant shall be responsible for electrical service beyond the electrical panel and plumbing off of the main line); and rugs, carpeting, wall coverings, and drapes within the Premises, whether installed by Tenant or by Landlord on behalf of Tenant, and whether or not such items will become Landlord's property upon expiration or termination of this Lease. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to such items at Tenant's expense, which shall constitute Other Charges payable by Tenant to Landlord. Within ten (10) days after Landlord renders a bill for the cost of said repairs, Tenant shall

reimburse Landlord. Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant's repair and replacement responsibility for the HVAC systems shall be capped at \$1,000.00 annually, contingent upon the Tenant conducting all necessary routine maintenance on the systems and further contingent upon Tenant having in full force and effect the noted maintenance contract to conform to the requirements under the warranty, if any, on said systems. To the extent that the Tenant fails to do so the \$1,000.00 annual cap shall be waived by agreement of the parties and the Tenant shall then be fully responsible for all costs of repair and replacement of the HVAC systems. Tenant shall secure Landlord's approval to access roof for maintenance, repair and installation of any apparatus.

(b) Landlord's Maintenance. Subject to Paragraph 8(a) above, Landlord shall keep, repair and maintain the Building (including the roof and structural members, the Common Areas, mechanical and electrical equipment, the exterior and architectural finish, and all items except those excepted elsewhere in this Lease) of which the Premises are a part, and the lawn, shrubs and other landscaping on the Property, all in good and tenable condition during the Term of this Lease. Landlord shall, in addition, supply reasonable snow removal for the walkways of the Property during Normal Business Hours (as hereinafter defined). Tenant shall notify Landlord immediately when any repair to be made by Landlord is necessary. If any portion of the Building or the Premises is damaged through the fault or negligence of Tenant, its agents, employees, invitees or customers, then Tenant shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and Tenant shall, on demand, pay the cost thereof, together with interest at the Default Rate to Landlord as Other Charges which shall be considered additional rent. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which notice Landlord shall have reasonable opportunity to repair the same or cure such defect. For the purposes of making any repairs or performing any maintenance, Landlord may block, close or change any entrances, doors, corridors, elevators, or other facilities in the Building or in the Premises, and may close, block or change sidewalks, driveways or parking areas of the Property. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience and Tenant shall not be entitled to any abatement of rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

Notwithstanding any language contained herein, the Landlord shall be responsible for replacement of any HVAC unit at the end of its useful life. This determination shall be made, if requested, by an independent HVAC company of Landlord's choosing.

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

## 9. COMMON AREAS.

(a) **Grant.** During the Term of this Lease, Landlord grants to Tenant, its employees, customers and invitees, a nonexclusive license to use, in common with all others to whom Landlord has granted or may hereafter grant a license to use, the common areas of the Property, including but not limited to, the sidewalks, halls, passages, exits, entrances, stairways, restrooms, parking areas [except as provided for in subparagraph (b) below], driveways and landscaped areas (collectively the "Common Areas") subject to reasonable rules and regulations respecting the Common Areas as Landlord may from time to time promulgate. The Common Areas shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises, provided, however, that Tenant shall be allowed to utilize the common area immediately adjacent to the front of the Premises for outdoor dining for use by patrons of Tenant. Tenant acknowledges and agrees that its right to utilize the Common Area for such a purpose is completely contingent upon the Landlord's written approval of the design and materials to be used in the outdoor dining setting, such approval shall not be unreasonably withheld. In addition, to utilize the common area in the noted manner the Tenant and Tenant's activities must be fully compliant with all rules, regulations and codes of any and all applicable governmental entities, including but not limited to the City of Geneva, Illinois. The Common Areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor its employees, customers or invitees shall go upon the roof or mechanical floors or into mechanical areas of the Building.

(b) **Parking.** Non-exclusive parking will be provided in the parking area of the Property. Landlord shall not be liable for any vehicle of Tenant or its employees that the Landlord shall have towed from the Premises when illegally parked. Landlord shall have no liability to Tenant for any damages or claims arising from the use of the parking area or roadways by Tenant, other tenants, or their customers, invitees or employees. Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion determine.

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

#### 10. **BUILDING SERVICES.**

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

(b) **Air-Conditioning and Heat.** Landlord shall provide air conditioning and heat to the Building's Common Area for comfortable occupancy during all days the Tenant is open for business subject at all times, however, to restrictions placed upon Landlord by any duly constituted governmental agency and/or by any utility

supplier. Tenant shall cooperate fully with Landlord to assure the effective operation of the Building's air-conditioning and heating systems, including the closing of venetian blinds and drapes, and if windows are operable, to keep them closed when the air-conditioning or heating system is in use. Tenant shall not use any apparatus or device in, upon or about the Premises that in any way may increase the amount of such services usually furnished or supplied to tenants in the Building, and Tenant shall not connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied for the purpose of using additional or unusual amounts of such services, without the prior written consent of Landlord. If Tenant uses such services under this provision to excess, Landlord reserves the right to charge Tenant for such services, as rent. If Tenant refuses to make payment upon demand of Landlord, such excess charge shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights granted in this Lease for such breach.

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

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

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

12. INDEMNIFICATION; WAIVER OF CLAIMS.

(a) Tenant shall protect, indemnify, and hold harmless Landlord, its agents, servants, employees, officers, directors and partners forever against and from (i) any penalty, damages, charges or costs imposed or resulting from any violation of any law, order or ordinance of any governmental agency, or by the use and

occupancy of the Premises by Tenant, whether occasioned by the neglect of Tenant or those holding under Tenant; (ii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of or from any accident or other occurrence on or about the Premises or the Property causing injury to any person or property, except caused by the negligent or intentional act or omission of Landlord or its servants, agents or employees; (iii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of any failure of Tenant in any respect to comply with or perform all the requirements and provisions of this Lease or arising out of any use of the Premises or the Property by Tenant or any one claiming by, through or under Tenant.

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

### 13. INSURANCE.

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

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

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

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

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

(b) Landlord as Additional Insured. All such insurance required to be maintained by Tenant shall name Landlord as an additional insured and shall be written with a company or companies reasonably satisfactory to Landlord, having a policyholder rating of at least "A-" and be assigned a financial size category of at least "Class VIII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the state in which the Premises are located. Tenant shall deliver to Landlord copies of such policies and customary insurance certificates evidencing such paid-up

insurance. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives Landlord and Landlord's mortgagee(s) at least ten (10) days prior written notice thereof.

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

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

14. WAIVER OF SUBROGATION. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or in any manner growing out of or connected with Tenant's use and occupation of the Premises, the Building or the Property or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees; provided, however, that this release shall apply only to the extent that such business interruption or loss or damage is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant or both. Nothing in this Paragraph 14 shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence hereof. Because this Paragraph 14 will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company that has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages because of the mutual waivers contained in this Paragraph 14.

15. HOLDING OVER. If Tenant retains possession of the Premises or any part thereof after the termination of this Lease, Tenant shall, from that day forward, be a tenant from month to month and Tenant shall pay Landlord rent at one and a half (1 ½) times the monthly amount of Base Rental and Additional Rent in effect immediately prior to the termination of this Lease for the time the Tenant remains in possession. No acceptance of rent by, or other act or statement whatsoever on the part of Landlord or its agent or employee, in the absence of a writing signed by Landlord, shall be construed as an extension of or as a consent for further occupancy. Tenant shall indemnify Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Paragraph 15 do not exclude pursuit of Landlord's right of re-entry or any other right hereunder.

16. ASSIGNMENT AND SUBLEASE.

(a) Prohibition. Tenant shall not assign, convey, mortgage, pledge, encumber or otherwise transfer this Lease or any interest therein, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without receiving Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event of any assignment, subletting, transfer or occupancy by someone other than Tenant, whether or not expressly or impliedly approved by Landlord, Tenant shall, nevertheless, at all times, remain fully responsible and jointly and severally liable for the payment of the rent and for compliance with all other obligations imposed upon Tenant under the terms, provisions and covenants of this Lease. Any assignment or sublease shall contain a provision whereby the assignee or subtenant agrees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to

the extent applicable, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each assignment or sublease and an agreement of compliance by each assignee or subtenant. Any sublease shall also contain a provision that in the event of default by Tenant hereunder and a termination of this Lease by Landlord, such subtenant shall, at Landlord's option, attorn to Landlord as if Landlord were the lessor under the sublease.

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

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

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

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

18. COMPLIANCE WITH LAWS AND WITH RULES AND REGULATIONS.

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

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

19. FIRE AND CASUALTY.

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

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

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

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

20. EMINENT DOMAIN.

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

(b) If fifty percent (50%) or more of the Building other than the Premises shall be condemned, taken or purchased in lieu thereof, then either party, at either party's option, may terminate this Lease by notifying the

other party of such termination within sixty (60) days after the date of vesting of title. This Lease shall expire on the date specified in such notice of termination, which date shall be not less than sixty (60) days after the giving of such notice. The rent hereunder shall be apportioned as of such termination date.

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

## 21. DEFAULT.

(a) If (i) Tenant fails to pay when due any rent, or any other sums required to be paid hereunder by Tenant within ten (10) days after written notice from Landlord to Tenant; or (ii) Tenant defaults in the performance or observance of any other agreement or condition on its part to be performed or observed and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant, provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Landlord and Tenant agree to work cooperatively to determine an additional period of time as may be necessary to cure such default, provided that Tenant has been and continues to proceed diligently thereafter to complete such cure; or (iii) Tenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any arrangement, composition, liquidation or dissolution under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or of the Premises, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; or (iv) a court enters an order, judgment or decree approving a petition filed against Tenant seeking any arrangement, composition, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or (v) Tenant fails to operate or closes its business upon the Premises, for reasons other than fire or other casualty or condemnation, for a period of fifteen (15) consecutive days; or (vi) Tenant abandons or vacates the Premises; then in any such event and at any time thereafter, Landlord may, without notice to Tenant, and in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity, exercise any one or more of the following rights:

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

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

(d) If this Lease is terminated by Landlord pursuant to this Paragraph 21, Tenant nevertheless shall remain liable for any Base Rental, Additional Rental, Percentage Rental (based upon the Percentage Rental paid

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

(e) If Landlord re-enters and takes possession of the Premises pursuant to this Paragraph 21, without terminating this Lease, and relets the Premises or any part thereof (which Landlord shall have no obligation to do), the net rentals from such letting shall be applied first to the costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees, in renting the Premises or part thereof to others from time to time (including the cost and expense of making such improvements to the Premises as may be necessary, in Landlord's sole discretion, to enable Landlord to relet same). The balance, if any, shall be applied by Landlord from time to time on account of the rent and other payments due from Tenant hereunder, with the right reserved to Landlord to bring such actions or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time without being obligated to await the end of the Term for the final determination of Tenant's account. Any balance remaining, however, after full payment and liquidation of Tenant's account as aforesaid shall be paid to Tenant with the right reserved to Landlord at any time to give notice in writing to Tenant of Landlord's election to cancel and terminate this Lease and the giving of such notice and the simultaneous payment by Landlord to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of this Lease and the obligations hereunder on the part of either party to the other. Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, any failure by Landlord to relet the Premises or any failure of Landlord to collect any rent due upon such reletting.

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

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

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

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

23. FORCE MAJEURE. If Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. No such interruption of any service to be provided by Landlord shall ever be deemed to be an eviction, actual or constructive, or disturbance of Tenant's use and possession of the Premises, the Building or the Property. Notwithstanding the above, in the event of disease, epidemic, pandemic, Federal, State or Local Government emergency mandates or orders pertaining to disease, epidemic or pandemic (such as by way of example only the government mandates during the COVID-19 pandemic), the Landlord and Tenant agree to work cooperatively to determine a reasonable level of Tenant performance during the term of same based upon the degree of restrictions imposed.

24. SUBORDINATION OF LEASE.

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

(b) If the interest of Landlord under this Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure, or other proceedings for enforcement of any first mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee (the "Purchaser") under the terms, covenants and conditions of this Lease

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

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

26. SECURITY DEPOSIT. (Intentionally Deleted)

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

28. BROKERAGE COMMISSION. Intentionally Omitted.

29. HAZARDOUS DEVICES AND CONTAMINANTS.

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

(b) Indemnification. Tenant shall indemnify and hold harmless Landlord, its agents, servants, employees, officers and directors forever from and against any and all liability, claims, demands and causes of action, including, but not limited to, any and all liability, claims, demands and causes of action by any governmental authority, property owner or any other third person and any and all expenses, including attorneys' fees [including, but not limited to, attorneys' fees to enforce Tenant's obligation of indemnification under this Paragraph 29 (b)], relating to any environmental liability resulting from (i) any Release (as hereinafter defined) of any Contaminant at the Premises or emanating from the Premises to adjacent properties or the surrounding

environment during the Term of this Lease; (ii) during the Term of this Lease, any generation, transport, storage, disposal, treatment or other handling of any Contaminant at the Premises, including, but not limited to, any and all off-site transport, storage, disposal, treatment or other handling of any Contaminant generated, produced, used and/or originating in whole or in part from the Premises; and (iii) any activities at the Premises during the Term of this Lease that in any way might be alleged to fail to comply with any Requirements of Law.

(c) Definitions.

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

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

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

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

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

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

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

31. **LOCKS.** No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. Except for those keys provided by Landlord, no keys for any door shall be made. If more than two keys for one lock are desired, Landlord will provide the same upon payment by Tenant. All keys must be returned to Landlord at the expiration or Termination of this Lease. Tenant shall see that the doors and windows, if operable, of the Premises are closed and securely locked before leaving the Building.

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

33. **REPORTS BY TENANT.** Intentionally Deleted

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

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

(b) Intentionally Deleted;

(c) On reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last twelve (12) months of the Term, to install leasing signs identifying the Premises as available about the Property, and to exhibit the Premises to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest at any time during the Term, provided that Landlord shall not interfere with Tenant's business operations; and

35. **MISCELLANEOUS.**

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

(b) The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner (or ground lessor, as the case may be) for the time being of the Premises. If the Premises or the underlying lease, if any, be sold or transferred, the

seller thereof shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder, it being hereby agreed that the covenants and obligations, contained in this Lease to be performed on the part of Landlord, hereunder it being hereby agreed that the covenants and obligations contained in this Lease shall be binding under Landlord, its successors and assigns, only during their respective successive period of ownership.

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

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

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

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

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

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

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

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

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

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

41. **RECORDING.** The parties agree that this Lease shall not be recorded.
42. **NO OFFER.** The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.
43. **RELOCATION OF PREMISES.** Intentionally Deleted
44. **WAIVER OF TRIAL BY JURY.** To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.
45. **GOVERNING LAW; INVALIDITY OF ANY PROVISIONS.** This Lease shall be subject to and governed by the laws of the state in which the Premises are located. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
46. **EXCULPATION.** This Lease is executed by Shodeen Management Company, not individually, but solely on behalf of, and as agent for State Bank of Geneva U/T.A dated August 30, 2002, known as Trust 905 and in consideration for entering into this Lease, Tenant hereby waives any rights to bring a cause of action against Shodeen Management Company (except for any cause of action based upon lack of authority or fraud), and all persons dealing with Landlord must look solely to the Property for the enforcement of any claim against Landlord, and the obligations hereunder are not binding upon, nor shall resort be had to the private property of any of, the trustees, officers, directors, employees or agents of Landlord.
47. **TIME OF THE ESSENCE.** Time is of the essence of this Lease. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the action contemplated herein cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.
48. **JOINT PARTICIPATION.** The parties hereto participated jointly in the negotiation and preparation of this Lease and each party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party. This Lease shall be construed as if it was jointly prepared by the parties and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.
49. **SEVERABILITY.** If any provision of this Lease shall be determined void or invalid by a court of competent jurisdiction, then the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
50. **FURTHER ASSURANCES.** Landlord and Tenant agree to execute all documents and instruments reasonably required in order to consummate the leasing and occupancy of the Premises.

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

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

LANDLORD:

SHODEEN GROUP, LLC

Date: 9-14-2020

By:   
Title: President

TENANT:

Eden on the Fox 1, L.L.C.

Date: 9-9-2020

By:   
Title: \_\_\_\_\_

EXHIBIT "A"

FLOOR PLAN

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**1 W. Illinois Street, Suite 160, St. Charles, Kane County, Illinois (the "Building")**

**Tax Id#**

**EXHIBIT "C"**

**LEGAL DESCRIPTION**

*Intentionally Deleted (PA)*

EXHIBIT "D"

GROSS RENT COMMENCEMENT DATE AGREEMENT

THIS COMMENCEMENT DATE AGREEMENT ("Agreement") dated \_\_\_\_\_, 2020 between SHODEEN GROUP, LLC a Delaware LLC, as agent for Agent for Fox Island Limited Partnership, L.L.C. (the "Landlord"), and Agent for Fox Island Limited Partnership (the "Tenant") whose address is \_\_\_\_\_.

WITNESSETH:

- A. Landlord and Tenant executed a certain Lease dated \_\_\_\_\_, \_\_\_\_\_ (the "Lease").
- B. The Lease provides that the Lease will commence on the date of Lease Execution.
- C. The Lease provides that Gross Rent will commence Ninety (90) days after the expiration of the Build Out Period.
- D. Landlord and Tenant now desire to set forth in writing the actual Gross Rent Commencement Date of the Lease.

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

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

LANDLORD:

SHODEEN GROUP, LLC

By: \_\_\_\_\_  
Title:

TENANT:

Eden on the Fox 1, L.L.C.

\_\_\_\_\_  
Title

EXHIBIT "E"

RULES AND REGULATIONS

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

12. All loading, unloading, receiving or delivering of goods, supplies or disposal of garbage or refuse shall be made only through entryway and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

13. All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations. Landlord reserves the right, at any time, to charge for garbage removal as part of CAM costs or direct bill tenants based on their size, sales per square feet, use of space and seasonal sales.

14. All safes, equipment or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord. Any such safe, equipment or other heavy article shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of the Building. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

15. Vending machines shall not be installed without permission of the Landlord except for food and soft drink vending machines which are for the sole and exclusive use of Tenant's employees.

16. Wherever in these Building Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's servants, employees, agents, customers, invitees, successors and assigns. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's servants, employees, agents, customers, invitees, successors and assigns.

17. Landlord shall have the right upon notice to Tenant at least twenty-four (24) hours in advance, which notice may be oral, telephonic or otherwise, to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

18. Tenant shall, when using the common parking facilities, if any, in and around the building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicle. No vehicles shall be parked overnight.

19. At all times Landlord's property manager shall be in charge of the Building and (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned regarding their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and departure, nature of visits, and other information deemed necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord

shall from time to time designate; provided, however, anything herein to the contrary notwithstanding, Landlord shall not be liable for any lack of security in respect to the Building whatsoever. Landlord will normally not enforce clauses (a), (b) and (c) above from 7:00 am. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 pm. on Saturdays, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the protection of the Building and the property therein. Landlord shall in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

20. No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises.

21. Except as specifically provided in the Lease, Tenant shall not affix anything to the roof of the Leased Premises and Building and shall not bore any holes through the roof for any purpose whatsoever.

22. No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms.

23. The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from rubbish by Tenant to the satisfaction of Landlord.

24. Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

25. Tenant shall not use any of the Building common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.

26. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Building.

27. Tenant shall observe fairly and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord and Landlord's additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

EXHIBIT "F"

WAIVER OF RIGHT TO TRIAL BY JURY

The Lease dated the 14<sup>TH</sup> day of SEPTEMBER 2020, between SHODEEN GROUP, LLC a Delaware LLC, as Agent for Fox Island Limited Partnership (the "Landlord"), and Eden on the River 1, L.L.C. (the "Tenant") and \_\_\_\_\_, (the "Guarantor") hereby agree as follows:

(-9A)

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

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

LANDLORD:

SHODEEN GROUP, LLC

Date: 9.14.2020

By: \_\_\_\_\_  
Title: President

TENANT:

Eden on the River 1, L.L.C.

Date: 9-9-2020

By: \_\_\_\_\_  
Pri: \_\_\_\_\_  
Its: President

VISIT  
ILLINOISBASSET.COM



# CERTIFICATE

PRESENTED TO

## I.L.C.C BASSET Certificate

Name:

**RAWAN ALHALABI**

Date issued:

**1 Apr 2026**

Student Number: 1146665 -

**7736774561**

This is an official State ILCC BASSET temporary certificate issued by Certified Online Training LLC through [www.illinoisBASSET.com](http://www.illinoisBASSET.com). This certificate is valid for 30 days from the date of issue. This certificate serves as proof that the recipient has completed the official State ILCC BASSET training and they are currently being processed by the State (ILCC) and will receive their official BASSET card within 30 days. This document allows the recipient to work in Illinois from the date of issue.



# Illinois BASSET SELLER / SERVER CERTIFICATION

**Trainee Name:** Arnold Mack

**Date of Completion:** 04/18/2017

**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](mailto:support@360training.com).



**Corporate Headquarters**  
6801 N Capital of Texas Hwy, Suite 150  
Austin, TX 78731  
P: 877.881.2235

Form **LLC-5.5**

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

**FILE # 06432514**

**Secretary of State Jesse White**  
Department of Business Services  
Limited Liability Division  
www.cyberdriveillinois.com

**Filing Fee: \$500**  
**Expedited Fee: \$100**  
**Approved By: TLB**

**FILED**  
**AUG 14 2017**  
**Jesse White**  
**Secretary of State**

1. Limited Liability Company Name: EDEN ON THE RIVER 1 LLC

2. Address of Principal Place of Business where records of the company will be kept:  
1 ILLINOIS ST

SAINT CHARLES, IL 60174

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

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

RAWAN ALHALABI  
1 ILLINOIS ST  
SAINT CHARLES, IL 60174

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:

ALHALABI, RAWAN  
1 ILLINOIS ST  
SAINT CHARLES, IL 60174

8. **Name and Address of Organizer**

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

Dated: AUGUST 14, 2017

RAWAN ALHALABI  
1 ILLINOIS ST  
SAINT CHARLES, IL 60174



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CHRIS J PATTERSON (13428) 305 W MAIN ST GENOA, IL 60135-0000	<b>CONTACT NAME:</b> CHRIS J PATTERSON
	<b>PHONE (A/C, No, Ext):</b> 815-758-4540 <b>FAX (A/C, No):</b> 815-784-3096 <b>E-MAIL ADDRESS:</b> CHRIS.J.PATTERSON@COUNTRYFINANCIAL.COM
<b>INSURED</b> 4399459 EDEN ON THE RIVER 1 LLC 1 ILLINOIS ST STE 160 SAINT CHARLES, IL 60174	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: COUNTRY Mutual Insurance Company      20990 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		AM9246882	10/27/2025	10/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Covered on Businessowners	<input checked="" type="checkbox"/>		AM9246882	10/27/2025	10/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>LIQUOR LIABILITY</b>			AM9246882	10/27/2025	10/27/2026	Each Person BI Limit \$ 0 AGGREGATE \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**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

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT  
 (CONTINUED)

<b>CERTIFICATE HOLDER</b>  CITY OF ST CHARLES 2 E MAIN ST ST CHARLES, IL 60174	<b>CANCELLATION</b>  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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## City of St. Charles License Certification

<b>Applicant Name</b> Rawan Alhalabi	<b>Business Name</b> Eden on the River
<b>Type of License:</b> <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	<b>Business Address</b> 1 Illinois St. Unit # 160 St. Charles, IL 60174

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

  
\_\_\_\_\_  
Applicant's Signature

01-21-2026  
Date


State of Illinois  
County of Kane

Signed before me this 21<sup>st</sup>  
day of January, 2026,  
by Rawan Alhalabi

  
\_\_\_\_\_  
Notary Public

(SEAL)



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 8</b>
	Title:	Recommendation to approve a Proposal for an A-6 Liquor License Application for Krishna & PK Inc. dba Xpress Smoke and Convenience, Located at 1450 W Main St, St. Charles	
	Presenter:	<b>Police Chief Likens</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Krishna &amp; PK Inc. dba Xpress Smoke and Convenience, located at 1450 W Main St, is requesting approval of an A-6 liquor license application for their business.</p>			
<b>Attachments</b> (please list):			
Liquor License			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Proposal for an A-6 Liquor License Application for Krishna & PK Inc. dba Xpress Smoke and Convenience, located at 1450 W Main St, St. Charles.			



# Memo

Date: 4/10/2026  
To: Clint Hull Mayor-Liquor Commissioner  
From: Dan Likens Chief of Police  
Re: Background Investigation- Krishna & PK In. D/B/A Xpress Smoke and Convenience  
1450 W. Main St. Charles (A-6 / Liquor License)

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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.

Xpress Smoke and Convenience is located at 1450 W. Main St. Bhagwatiben Patel is the owner and Nehalkumar Patel is the general manager. The business is currently operating as a tobacco/smoke shop from 9am to 9pm 7 days a week. If approved they plan on selling beer, wine, and liquor for consumption not on premises and will stay open until 10pm on weekends. They provided an updated lease which covers the application period and allows for the sale of alcohol as permissible use if properly licensed. They are the only employees and don't plan on adding any staff. 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

*DIL #400*  
**To:** Chief Dan Likens #400  
**From:** Detective Dalton Servatius #357  
**Date:** 03/23/2026  
**Subject:** Background Investigation – Liquor License Application for Krishna & PK Inc. d/b/a Xpress Smoke & Convenience

---

## Purpose

The purpose of this memorandum is to outline the steps taken during the background investigation for a liquor license application submitted by **Krishna & PK Inc. d/b/a Xpress Smoke & Convenience** for a **Class A-6 Liquor License** at **1450 W. Main Street, St. Charles, Illinois 60174**.

A **Class A-6 license** authorizes the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in convenience stores or gas stations containing convenience stores where the retail sale of packaged alcoholic liquor is secondary to the sale of gasoline products and/or miscellaneous convenience store items and the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less of the gross square footage, subject to approval by the Local Liquor Control Commissioner.

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## Application Overview

- **Date Received:** February 21<sup>st</sup>, 2026
  - **Documents Submitted:** Completed application, signed lease, Certificate of Insurance, floor plan, and Basset certificates.
  - **BASSET Certification:** Bhagwatiben T. Patel and Nehalkumar B. Patel hold a valid BASSET certification, included with the application.
- 

## Applicant – Bhagwatiben T. Patel

- **DOB:** [REDACTED]
- **Address:** [REDACTED]
- **Telephone:** [REDACTED]



## Records Checks

- Fingerprinted on 03/20/26; FBI and Illinois Bureau of Identification responses showed no disqualifying records.
- St. Charles and Kane County record checks: No contacts preventing licensure.
- St. Charles Police Department: No concerning records.
- Illinois Liquor Control Commission: No active licenses for Krishna & PK Inc.; no license revocations.
- TLO and I-CLEAR: No disqualifying information.
- Illinois Secretary of State: Krishna & PK Inc. is in good standing.

## Applicant (General Manager) – Nehalkumar B. Patel

- **DOB:** [REDACTED]
- **Address:** [REDACTED]
- **Telephone:** [REDACTED]

## Records Checks

- Fingerprinting completed 03/20/2026; FBI and Illinois Bureau of Identification responses showed no disqualifying records.
- St. Charles and Kane County records: No contacts preventing licensure.
- Residence: Currently resides in Sycamore, IL; Sycamore Police Department records revealed no disqualifying contacts.
- Illinois Liquor Control Commission: No active licenses or revocations.
- TLO and I-CLEAR: No concerning information.
- Illinois Secretary of State: Krishna & PK Inc. is in good standing.

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## Interview

- Conducted 03/20/2026 at 04:30 p.m. at the St. Charles Police Department. Identification verified via Illinois Driver's License.
- Bhagwatiben explained that *Xpress Smoke and Convenience* is currently operating as a tobacco/smoke shop. The business operates as follows:
  - Monday to Sunday 0900-2100 hours

- If the liquor license is approved, they will sell beer, wine, and liquor for consumption not on the premises. Hours of operation will stay the same. Dependent on liquor sales, Bhagwatiben advised they may extend hours of operation until 2200 hours on Friday and Saturday.
- Bhagwatiben advised that she is the owner and the general manager is Nehalkumar B. Patel
- Nehalkumar runs the business approximately 40 hours a week
- Bhagwatiben and Nehalkumar are the sole employees of the business. They do not anticipate hiring any new employees

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### **Conclusion**

Based on the background investigation, no information was discovered that would preclude Bhagwatiben T. Patel from obtaining a liquor license for Krishna & PK Inc. d/b/a Xpress Smoke & Convenience

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**Detective Dalton Servatius #357**  
St. Charles Police Department

# Memo

**To:** Chief Dan Likens #400

**From:** Detective Ryan Carrigan 369

**Date:** 03/23/2026

**Subject:** Addendum: Background Investigation – Liquor License Application for Krishna & PK Inc. d/b/a Xpress Smoke & Convenience

---

In reference to the background investigation for a liquor license application submitted by **Krishna & PK Inc. d/b/a Xpress Smoke & Convenience** for a **Class A-6 Liquor License** at **1450 W. Main Street, St. Charles, Illinois 60174**:

On 03/23/2026 at 1200 hours I, Detective Carrigan completed a site visit at Xpress Smoke & Convenience located at 1450 W Main St in St Charles. The site visit confirmed that the facility layout matched the submitted floor plan. No alcoholic beverages were currently being sold at the location. Bhagwatiben Patel was present during the site visit. I advised her that she and Nehalkumar Patel need to attend the liquor control commission meeting on 04/20/26 at 04:30 p.m. in the council chambers. Bhagwatiben acknowledged such, and stated that they would be in attendance.

Respectfully submitted,



Detective Ryan Carrigan #369



# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Patel, Nehalkumar

BUSINESS: Krishna & PK INC. DBA Xpress Smoke & Convenience

ADDRESS: 1450 W Main 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>N/A</u>	<u>N/A</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: D. SERVATIUS # 357

SUPERVISOR REVIEW: [REDACTED]

**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: Krishna & PK INC

DBA: Xpress smoke & convenience

Phone: (630) 954-9923 Fax:

E-mail:

Address: 1450 W Main St

City: St Charles

State: IL

ZIP  
Code: 60174

Expected date of business opening (Required): Open currently

**TAX PREPARER INFORMATION**

Name of Tax Preparer: Xpress smoke & convenience

Phone: 6309549923

Fax:

E-mail: Xpress64@yahoo.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.**

## COMMERCIAL LEASE

This lease is made between Martin Farm Holding, LLC No. 15  
of PO Box 469, Geneva, IL 60134  
herein called Landlord, and Bhagwatiben Patel d/b/a Krishna & PK, Inc.  
of 2324 Surrey Street, Sycamore, IL 60178  
herein called Tenant.

Tenant hereby offers to lease from Landlord the premises situated in the City of St. Charles, County of Kane, State of Illinois described as 1450 W. Main Street, Unit F, St. Charles, IL 60174.

**1. Term and Rent.** The Tenant will rent the above premises for a term of 1 year commencing on May 1st, 2026, and ending on June 30<sup>th</sup>, 2028. Rent will be \$2,410.00 or \$28,920.00 annually. Payable in equal installments, in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Landlord, at the address specified above. **See attached Rate Schedule.**

**2. Late Charge.** Tenant acknowledges that late payment of any rent will cause Landlord to incur certain costs and expenses, the exact amount of which is extremely difficult or impractical to fix. Those costs and expenses include, without limitation, the loss of use of money, administrative and collection costs, processing, collection, and accounting expenses. Therefore, if any rent is not received by Landlord by the 5th of each month, Tenant shall promptly pay a late charge equal to five percent (5%) of the unpaid amount. **See attached Rate Schedule.**

**3. Use.** Tenant shall use and occupy the premises for the Operation of Tenants Business, a Smoke Shop. Landlord represents that the premises may lawfully be used for such a purpose and may sell liquor as long as they have a current license with the City of St. Charles.

#### **4. Care and Maintenance of Premises.**

**Tenant Obligations.** Tenant shall maintain in good, clean and sanitary order and condition the Premises, including without limiting the generality of the foregoing, all plumbing, heating, air conditioning, and ventilating systems ("HVAC Systems"), electrical, lighting facilities and appliances or equipment within the Premises, fixtures, interior walls, ceilings, decking, floors, windows, doors, plate glass and skylights located within the Premises, and signs (except Landlord's signs, if any) located on the Premises. The tenant is also responsible for fire extinguisher maintenance and yearly inspections for any extinguishers in the unit. At any time during the Lease term and upon vacating the Premises, Tenant may remove its shelving, trade fixtures, equipment, and other personal property unless permanently and integrally incorporated into the Premises—but shall repair any damage caused by removal.

**Landlord Obligations.** Landlord shall be responsible for the performance of all repairs, maintenance and replacement of all structural elements, roof and exterior walls of the

**9. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.

**10. Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.

**11. Utilities.** Except as set forth below, All applications and connections for necessary utility services on the demised premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for telephone services. If utilities are under one meter or shared, the cost will be prorated to each tenant. See attached Rate Schedule.

**12. Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

**13. Indemnification of Landlord.** Tenant shall indemnify and hold harmless Landlord from "Loss" in connection with any third-party claim for bodily injury (including death resulting therefrom) or property damage, arising out of: (a) Tenant's use or occupancy of the Premises; (b) any act or omission of Tenant, its agents, contractors, or invitees; or (c) any breach of Tenant's obligations under the Lease including this Addendum. "Loss" means any liability, damage, award, obligation, loss, settlement, cost, and expense (including reasonable attorneys' fees). Promptly upon receipt by Landlord of notice of any third-party claim against Landlord, Landlord shall, if a claim is to be made against Tenant for indemnity, give notice to Tenant of such claim.

**14. Insurance.** Tenant, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as per the attached Sample Certificate of insurance.

Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. The Certificate of Insurance should state the following:

**18. Security Deposit.** Security Deposit in the amount of \$2,295.00, shall be paid to Landlord at the time the lease is signed and retained by the Landlord as security for the faithful performance and observance by tenant of its obligations under this lease. Landlord shall return Tenant's Security Deposit to Tenant within 30 days upon termination of this Lease unless Tenant has damaged the Premises and Landlord provides Tenant written notice describing such damage and the cost of repairs before making them and within seven days of termination of the Lease. If Landlord satisfies those conditions, Landlord may repair such damage and charge against the Security Deposit all reasonable out-of-pocket costs incurred by Landlord to repair such damage. Landlord shall promptly return to Tenant any balance remaining of the Security Deposit after such charges. See attached Rate Schedule

**19. Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**20. Waiver.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

**21. Notices.** Any notice which either party may or is required to give, shall be effective by mailing the same, postage prepaid, to Tenant at the premises, or Landlord at the address specified above, or at such other places as may be designated by the parties from time to time.

**22. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**23. Option to Renew.** Provided that the Tenant is not in default in the performance of this lease, Tenant shall have the option to renew the lease for an additional term of 24 months. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent increase shall be determined at the renewal time. The option shall be exercised by written notice given to Landlord not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

**24. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**25. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in N/A. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Martin Farm Holding LLC# 15**

Phone: 630 761-2090

PO Box 469  
Geneva, IL 60134

**Lease Rate Schedule - Smoke Shop**

1450 West Main Street, Suite F, St. Charles, IL 60174

**May 1st, 2026**

Base Rent	\$	2,410.00
Security Deposit Increase	\$	70.00
<b>Total</b>	<b>\$</b>	<b>2,480.00</b>
Late Fee after the 1st	\$	124.00
<b>Total</b>	<b>\$</b>	<b>2,604.00</b>

**June 1st, 2026 - April 30th, 2027**

Base Rent	\$	2,410.00
<b>Total</b>	<b>\$</b>	<b>2,410.00</b>
Late Fee after the 1st	\$	120.50
<b>Total</b>	<b>\$</b>	<b>2,530.50</b>



## 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.**

<b>Business Name</b> Xpress smoke & convenience	<b>Business Address</b> 1450 W Main Street St Charles IL 60174
<b>Name</b> Bhagwatiben T Patel	<b>Title</b> Owner
<b>Signature</b> [Redacted]	<b>Date</b> 02/21/2026

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](mailto:cao@stcharlesil.gov)  
Fax: 630-443-4636  
Phone: 630-377-4422



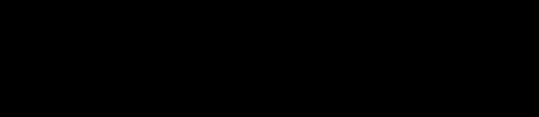
CITY OF  
ST. CHARLES  
ILLINOIS • 1834

# City of St. Charles License Certification

Note: This document is not valid unless it has been properly notarized by a duly authorized notary public. Any unsigned or non-notarized copy shall be considered incomplete.

<b>Applicant Name</b> Bhargav B. Patel	<b>Business Name</b> Xpress smoke & convenience
<b>Type of License:</b> <input type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input checked="" type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	<b>Business Address</b> 1450 W Main St. Unit F St. Charles IL 60174

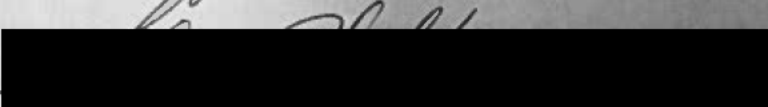
As a condition to the issuance by the City of the requested license, applicant does hereby agree to operate the aforesaid licensed business in accordance with the Codes, Ordinances and Policies of the City of St. Charles, County of Kane, and State of Illinois, now in force, or which may be enacted during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

Applicant 

Date 02/10/2026

State of Illinois  
County of DeKalb

Signed before me this 10th  
day of February, 2026  
by Bhargav B. Patel

  
Notary Public

(SEAL)



## COMMERCIAL LEASE

This lease is made between Martin Farm Holding, LLC no. 15  
of PO Box 469, Geneva, IL 60134  
herein called Landlord, and Bhagawatiben Patel d/b/a Krishna & PK, Inc.  
of 2324 Surry Street, Sycamore, IL 60178  
herein called Tenant.

Tenant hereby offers to lease from Landlord the premises situated in the City of St. Charles, County of Kane, State of Illinois described as 1450 W. Main Street, Unit F, St. Charles, IL 60174.

**1. Term and Rent.** The Tenant will rent the above premises for a term of 2 years commencing on May 1st, 2024, and ending on June 30<sup>th</sup>, 2026. Rent for May 2024 and June 2024 will be \$0 and starting July 1<sup>st</sup>, 2024, rent will be \$2,295 a month for the 1<sup>st</sup> year or \$27,540 a year and \$2,448 for the 2<sup>nd</sup> year or \$29,376. Payable in equal installments, in advance on the first day of each month for that month's rental, during the term of this lease. Landlord will be responsible for installing new ceiling light fixtures and new flooring before Tenant opens business. All rental payments shall be made to Landlord, at the address specified above. See attached Rate Schedule.

**2. Late Charge.** Tenant acknowledges that late payment of any rent will cause Landlord to incur certain costs and expenses, the exact amount of which is extremely difficult or impractical to fix. Those costs and expenses include, without limitation, the loss of use of money, administrative and collection costs, processing, collection, and accounting expenses. Therefore, if any rent is not received by Landlord by the 5th of each month, Tenant shall promptly pay a late charge equal to five percent (5%) of the unpaid amount. See attached Rate Schedule.

**3. Use.** Tenant shall use and occupy the premises for the Operation of Tenants Business, a Smoke Shop. The premises shall be used for no other purpose. Landlord represents that the premises may lawfully be used for such a purpose.

#### **4. Care and Maintenance of Premises.**

**Tenant Obligations.** Tenant shall maintain in good, clean and sanitary order and condition the Premises, including without limiting the generality of the foregoing, all plumbing, heating, air conditioning, and ventilating systems ("HVAC Systems"), electrical, lighting facilities and appliances or equipment within the Premises, fixtures, interior walls, ceilings, decking, floors, windows, doors, plate glass and skylights located within the Premises, and signs (except Landlord's signs, if any) located on the Premises. The tenant is also responsible for fire extinguisher maintenance and yearly inspections for any extinguishers in the unit. At any time during the Lease term and upon vacating the Premises, Tenant may remove its shelving, trade fixtures, equipment, and other personal property unless permanently and integrally incorporated into the Premises—but shall repair any damage caused by removal.

**Landlord Obligations.** Landlord shall be responsible for the performance of all repairs, maintenance and replacement of all structural elements, roof and exterior walls of the building, except to the extent such is part of any Alterations. Landlord shall also be responsible for the performance of landscaping and snow removal and repairs and maintenance of the exterior parking areas, sidewalks, truck courts and HVAC Systems that are shared by more than one occupant of the building.

Landlord shall provide and pay for Alarm Services and annual alarm/sprinkler inspections.

**5. Signs.** Subject in all events to the Landlord's prior written consent, Tenant, at Tenant's sole cost and expense, shall be entitled to install signage on the Premises. All such signage must comply with applicable laws, ordinances, rules and regulations, and the requirements of any declaration of protective covenants or comparable instrument binding upon the Property. All signage shall be removed by the Tenant at its sole cost on or prior to the expiration or sooner termination of this Lease and the Tenant shall repair all damage to the Premises or the Property resulting from such removal.

**6. Parking.** Tenant and the Tenant Parties shall be entitled to use parking spaces. In addition, neither Tenant nor the Tenant Parties shall with their vehicles block parking areas or hinder normal traffic flow within the Property. Tenant shall be allowed to use 5 parking spaces in parking area in front of said unit.

**7. Common Areas.** Tenant shall have the non-exclusive right to use the Common Areas in common with other persons permitted under this Lease or persons approved by Landlord during the Term, subject to reasonable rules and regulations established by Landlord and the provisions of this Lease. Landlord reserves the right, at any time and from time to time, without the consent of or liability to Tenant, to (i) make alterations or additions to the Property and the Common Areas, to change, add to, eliminate or reduce the extent, size, shape, number or configuration of any aspect of the Property and Common Areas, (ii) temporarily close to the general public all or any portion of the Property to the extent and for the period necessary to avoid any dedication to the public, provided Tenant has reasonable means of ingress and egress to the Premises, (iii) effect any repairs or further construction, (iv) change the arrangement, character, use or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, landscaping, toilets, mechanical, plumbing, electrical or other operating systems or any other portions of the Common Areas or other parts of the Property provided such alterations or additions do not materially adversely affect the use of the Common Areas by Tenant, or ingress to or egress from the Premises, and (v) change the name, number or designation by which the Property is commonly known; provided, however, Landlord shall use reasonable efforts to limit and minimize any disruption of Tenant's use of the Premises in connection with Landlord's actions undertaken pursuant to this Section.

**8. Alterations.** Tenant shall not, without first obtaining the written consent of Landlord, of which consent will not be unreasonably withheld, make any alterations, or improvements, in, to or about the premises.

**9. Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.

**10. Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.

**11. Utilities.** Except as set forth below, All applications and connections for necessary utility services on the demised premises shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for telephone services. If utilities are under one meter or shared, the cost will be prorated to each tenant. See attached Rate Schedule.

**12. Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

**13. Indemnification of Landlord.** Tenant shall indemnify and hold harmless Landlord from "Loss" in connection with any third-party claim for bodily injury (including death resulting therefrom) or property damage, arising out of: (a) Tenant's use or occupancy of the Premises; (b) any act or omission of Tenant, its agents, contractors, or invitees; or (c) any breach of Tenant's obligations under the Lease including this Addendum. "Loss" means any liability, damage, award, obligation, loss, settlement, cost, and expense (including reasonable attorneys' fees). Promptly upon receipt by Landlord of notice of any third-party claim against Landlord, Landlord shall, if a claim is to be made against Tenant for indemnity, give notice to Tenant of such claim.

**14. Insurance.** Tenant, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with minimum coverage as per the attached Sample Certificate of insurance.

Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a ten-day written notice to Landlord in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of

each other, waive any and all rights of subrogation which might otherwise exist. The Certificate of Insurance should state the following:

THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

**15. Eminent Domain.** If the premises of any part hereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date which title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

**16. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided that such repairs can be made with sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the premises. If such repairs cannot be made within said sixty (60) days, Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

**17. Landlord's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within 10 days, after giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than 10 days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, without extinguishing Tenant's liability. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter

resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**18. Security Deposit.** Security Deposit in the amount of \$2,295.00, shall be paid to Landlord at the time the lease is signed and retained by the Landlord as security for the faithful performance and observance by tenant of its obligations under this lease. Landlord shall return Tenant's Security Deposit to Tenant within 30 days upon termination of this Lease unless Tenant has damaged the Premises and Landlord provides Tenant written notice describing such damage and the cost of repairs before making them and within seven days of termination of the Lease. If Landlord satisfies those conditions, Landlord may repair such damage and charge against the Security Deposit all reasonable out-of pocket costs incurred by Landlord to repair such damage. Landlord shall promptly return to Tenant any balance remaining of the Security Deposit after such charges. See attached Rate Schedule

**19. Attorney's Fees.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**20. Waiver.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.

**21. Notices.** Any notice which either party may or is required to give, shall be effective by mailing the same, postage prepaid, to Tenant at the premises, or Landlord at the address specified above, or at such other places as may be designated by the parties from time to time.

**22. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**23. Option to Renew.** Provided that the Tenant is not in default in the performance of this lease, Tenant shall have the option to renew the lease for an additional term of 24 months. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent increase shall be determined at the renewal time. The option shall be exercised by written notice given to Landlord not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

**24. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**25. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in

buildings in N/A . Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. **Waiver of Jury Trial.** The parties hereto expressly waive any and all right to a trial by jury in any action, proceeding, counterclaim arising out of or relating to this lease.

27. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 26<sup>th</sup>, day of April, 2024.

By:  Landlord  
Martin Farm Holding LLC No 15

By:  Tenant  
Krishna & PK, Inc.

## GUARANTEE

On this 26<sup>th</sup> day of April, 2024, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors hereby guaranty, jointly and severally, the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.



Name: \_\_Bhagwatiben Patel\_\_



3131 Greenhead Drive  
 Springfield, IL. 62711  
 (217) 391-5252

U.S. Insurance Company of America is a stock company.

LIQUOR LIABILITY QUOTE	
Quote Number	Policy Period
US-2026-74	03/09/2026 to 03/09/2027 12:01 A.M. Standard Time at the mailing address

Mail To	Agent
TABITHA SPIRES 214 S GRAND AVE W SPRINGFIELD, IL 62704	Tabitha Spires Troxell 214 S Grand Ave W Springfield, IL 62704 Phone: (217) 528-7533

Prepared For
Krishna & PK Inc. Mailing Address: 2324 Surrey St., Sycamore, IL 60178 Type of Entity: Corporation

**THIS IS A QUOTE SUMMARY ONLY. THIS QUOTE EXPIRES IN 45 DAYS.  
 A POLICY MUST BE ACCEPTED, ISSUED, AND PAID FOR IN ORDER TO PROVIDE COVERAGES.**

Insured Premises #1
1450 W. Main Street, Ste F, Campton Hills, IL 60174 County: Kane Classification: Package Liquor Store Total Alcohol Sales: \$700,000 During the term of this insurance, the insured's business at this location will close at or before: 12:00 AM (midnight)



3131 Greenhead Drive  
 Springfield, IL. 62711  
 (217) 391-5252

U.S. Insurance Company of America is a stock company.

LIQUOR LIABILITY QUOTE	
Quote Number	Policy Period
US-2026-74	03/09/2026 to 03/09/2027 12:01 A.M. Standard Time at the mailing address

**POLICY LIMITS OF INSURANCE**

Each Common Cause Limit: **\$1,000,000**  
 Aggregate Limit: **No Aggregate**

**Policy Forms and Endorsements**

IL LL 911 (11 07) Notice of Terrorism Insurance Coverage  
 IL-LL 101 (09-09) Illinois Liquor Liability Coverage Form

**Policy Additional Forms, Endorsements and Coverage Details**

IL-LL 500 Assault and Battery Exclusion	<b>Premium INCLUDED</b>
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**BILLING**

Payment Plan: Annual  
 Billings Sent to:  
 Minimum Earned Premium: \$250

**PREMIUM: \$ 2,693      FEE: \$ 100      POLICY TOTAL: \$ 2,793**



3131 Greenhead Drive  
Springfield, IL. 62711  
(217) 391-5252

U.S. Insurance Company of America is a stock company.

LIQUOR LIABILITY QUOTE	
Quote Number	Policy Period
US-2026-74	03/09/2026 to 03/09/2027 12:01 A.M. Standard Time at the mailing address

### PAYMENT OPTIONS

ALL PLANS ARE DIRECT BILL.  
EACH INSTALLMENT HAS A \$7 FEE, EXCEPT FOR THE DOWN PAYMENT.

#### BELOW ARE YOUR AVAILABLE PAYMENT PLANS:

**Annual**

Down Payment = \$2,793.00 \*  
No Installments

**Semi-Annual**

Down Payment = \$1,715.80 \*  
(1 subsequent installment)

**Quarterly**

Down Payment = \$1,177.20 \*  
(3 subsequent installments)

\* The down payment is estimated based on the premium and any policy fee shown in the quote.  
The actual down payment amount due may change based on selected coverages and final premium.  
The invoice will show the actual amount due. Please pay when invoiced.

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

Filing Fee: \$150

File #: 74674828

Approved By: MAP

**FILED**

**APR 29 2024**

**Alexi Giannoulis**  
**Secretary of State**

1. Corporate Name: KRISHNA & PK INC.

2. Initial Registered Agent: BHAGWATIBEN PATEL

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 29, 2024  
Month & Day Year

BHAGWATIBEN PATEL

Name

Street

City/Town

State

ZIP Code

Date of this notice: 05-01-2024

Employer Identification Number:  
99-2790852

Form: SS-4

Number of this notice: CP 575 A

KRISHNA & PK INC  


For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-2790852. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

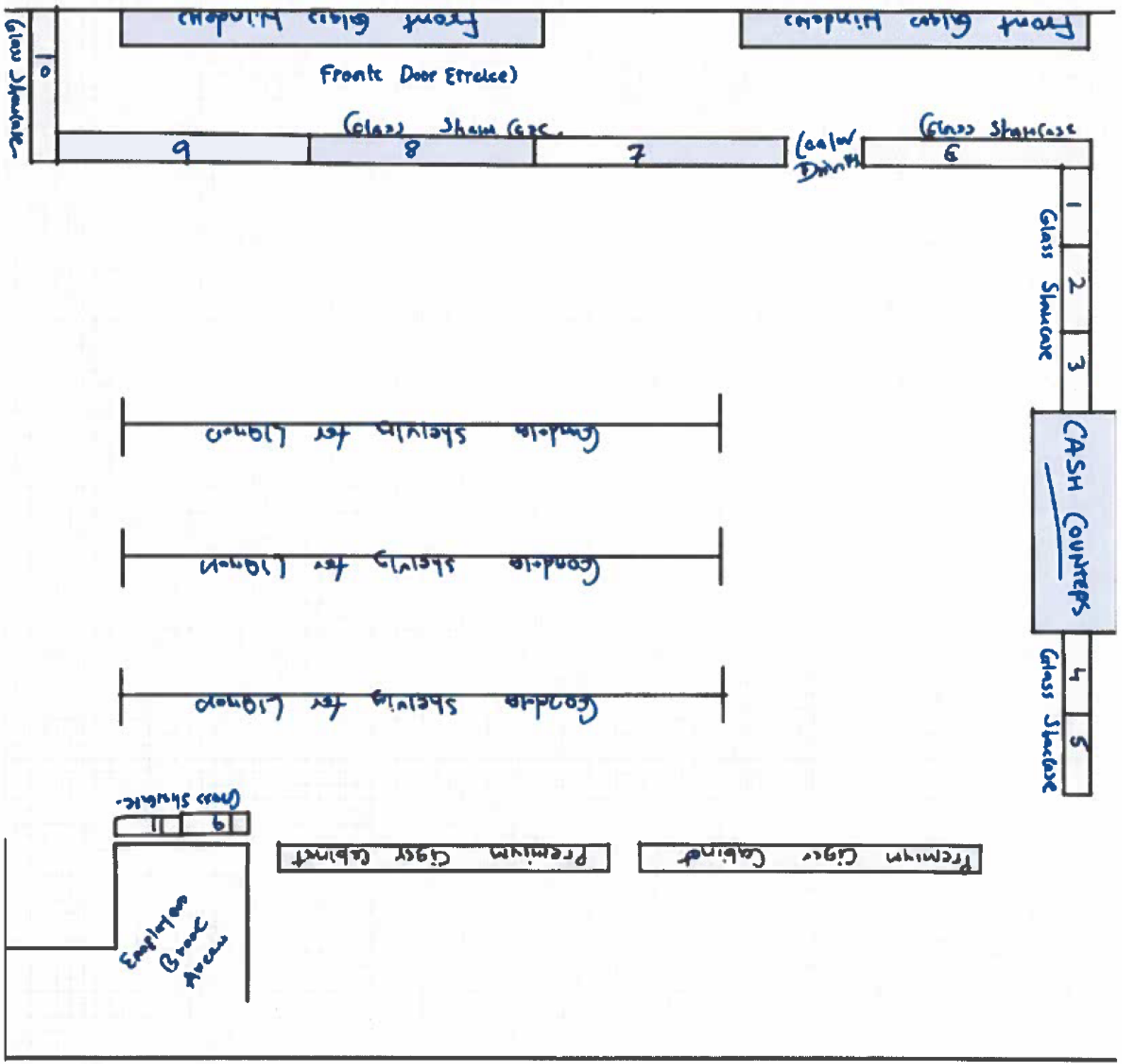
Form 941	07/31/2024
Form 940	01/31/2025
Form 1120	04/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.





Responsible Serving of Food and Alcohol

# Illinois Off-Premises Only Responsible Serving of Alcohol

This certificate confirms that

## Bhagwatiben T Patel

has successfully passed the Rserveing Off-Premises Only BASSET program approved by the IL Liquor Control Commission, License # 5A-0092892, has the knowledge necessary to act as a responsible alcohol seller. BASSET certification is valid for 3 years. Print your BASSET Card at: [Rserveing.com/ILverify](http://Rserveing.com/ILverify)

AUTHENTIC



Training Class Student ID: 16793982  
Certificate #: PSCC10000865031  
Award Date: 02-18-2026

To verify this certificate, go to [Rserveing.com/ILverify](http://Rserveing.com/ILverify).

*Robert V Graham*  
Robert Graham, PSCC Director

Basset

NP

# BASSET Card



05/201

NEHALKUMAR PATEL



March 19, 2026



Letter ID: L1849330600

License No.: 6A-1137345

Expiration Date: 03/10/2028

License Type: Basset Card

Your "Student ID number" is: 2110975

Your "Trainer's ID number" is: 5A-1137345

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 [ILCC.Illinois.gov](http://ILCC.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: 03/10/2026 - Expires: 03/10/2028  
 Trainer's IL Liquor License Number: 5A-1137345  
 NEHALKUMAR PATEL

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

# License

**License Number**

1A-1502794

**License Class**

1A - RETAILER

**Retail Type**

COMBINED

**Sales Tax Account #**

4535-7072

**Expiration Date**

4/30/2026

**Application Status**

Basic

**License Status**

Active

# Business

**Licensee Name**

JAY VARDAYINI INC

**Business Name**

XPRESS MART

**Address**

404 W STATE ST

SYCAMORE IL, 601781411

**County**

DeKalb County

**Type**

Convenience Store

**Owners**

PATEL, BABUBHAI PRESIDENT 60.00

PATEL, NENALKUMAR SECRETARY 40.00



**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.

Bhagwatiiben Patel

Applicant's Name (Printed)

[REDACTED]

Applicant's Signature

03/20/2026

Date



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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

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

Bhagwati ben Patel

Applicant's Name (Printed)

03/20/2026

Date



Applicant's Signature

03/20/2026

Date



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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

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NEHALKUMAR PATEL  
Applicant's Name (Printed)

03-20-26  
Date

  
Applicant's Signature

03-20-26  
Date



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

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NENALKUMAR PATEL

Applicant's Name (Printed)

[REDACTED]  
Applicant's Signature

03-20-26

Date

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 9</b>
	Title:	Recommendation to approve a Proposal for a D-9 Liquor License Application for Cedar Events, Located at 316 Cedar St, St. Charles	
	Presenter:	<b>Police Chief Likens</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Cedar Events, located at 316 Cedar St, is requesting approval of a D-9 liquor license application for their business.</p>			
<b>Attachments</b> (please list):			
Liquor License			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Proposal for a D-9 Liquor License Application for Cedar Events located at 316 Cedar St, St. Charles.			

Police Department



# Memo

Date: 4/9/2026

To: Clint Hull Mayor-Liquor Commissioner

From: Dan Likens Chief of Police *DTL 400*

Re: Background Investigation- Cedar Events 316 Cedar St. St. Charles (D-9 / 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.

Cedar Events will be located at 316 Cedar St. and is owned by Rawan Alhalibi. The business will be a new event space to host special pre-planned events such as weddings. They will not maintain alcohol liquor on premises but are applying for a Class D-9 liquor license allowing catering services to serve alcohol on the premises. The applicant currently owns Eden Events and has made application for a Class H-1 catering license. 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

Date: 04/08/2026  
To: Chief Dan Likens #400  
From: Detective Sergeant Joseph Dony #376  
Re: Background Investigation – Liquor License Application (Cedar Events)

DJL #400

---

## Purpose

The purpose of this memorandum is to document the steps taken during the background investigation related to the liquor license application for Cedar Events located at 316 Cedar St. This investigation was conducted in response to a request for a **Class D-9 Liquor License**, which authorizes the service and consumption of alcoholic liquor on the premises at a special event venue in accordance with City Code.

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## Applicants

- **Alhalibi, Rawan** – DOB: [REDACTED]  
Address: [REDACTED]
- **Amro, Jamal** – DOB: [REDACTED]  
Address: [REDACTED]
- **Amro, Leila** – DOB: [REDACTED]  
Address: [REDACTED]

---

## Application

The applicants currently own and operate **Eden on the River / Eden Events**, located at 1 W. Illinois Street, Suite 170, which holds a valid **Class B – Restaurant Liquor License** with late-night privileges (until 0100 hours).

The applicants have recently purchased an additional event venue, Cedar Events, and are applying for a **Class D-9 – Special Event Venue Liquor License** for that location.

Additionally, the applicants are seeking to add a **Class H-1 – Catering Liquor License** to their existing Class B license. This will allow them to provide alcohol service, in



conjunction with food, at off-site locations within the City, including Cedar Events, in compliance with City Code.

The application was completed on 04/02/2026.

---

## **Records Checks**

### **Alhalibi, Rawan**

- Updated fingerprints (04/07/2026) were reviewed; FBI and Illinois Bureau of Identification responses revealed no arrest history.
- St. Charles Police Department, Sycamore Police Department, and Kane County Clerk records revealed no findings that would prohibit licensing.
- Illinois Liquor Control Commission check showed no history of license revocation.
- TLO and I-CLEAR database checks confirmed identity; no concerns noted.

### **Amro, Jamal**

- Previously submitted fingerprints were reviewed; FBI and Illinois Bureau of Identification responses revealed no arrest history.
- St. Charles Police Department and Kane County Clerk records revealed no findings that would prohibit licensing.
- Illinois Liquor Control Commission check showed no current license and no history of license revocation.
- TLO and I-CLEAR database checks confirmed identity; no concerns noted.

### **Amro, Leila**

- Previously submitted fingerprints were reviewed; FBI and Illinois Bureau of Identification responses revealed no arrest history.
  - St. Charles Police Department and Kane County Clerk records revealed no findings that would prohibit licensing.
  - Illinois Liquor Control Commission check showed no current license and no history of license revocation.
  - TLO and I-CLEAR database checks confirmed identity; no concerns noted.
-

### **Additional Review**

A review of police records and prior licensing history indicates the business is in good standing with no recent violations, complaints, or enforcement actions.

The proposed Class D-9 license will allow Cedar Events to operate as a private, prearranged event venue where alcohol service is incidental to food service and not open to the general public. In accordance with City Code, alcoholic liquor service at the venue will be provided by a properly licensed Class E and/or Class H license holder or otherwise handled in compliance with applicable BYOB provisions.

The applicants meet the requirements of a bona fide caterer and will provide alcohol service in compliance with City Code, limited to private events and in conjunction with food service.

A cite visit was conducted and the submitted floor plan is consistent with the venue space.

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### **Conclusion**

Based on the records checks and investigative steps conducted, no information was identified that would prohibit issuance of the requested **Class D-9 – Special Event Venue Liquor License** for Cedar Events.

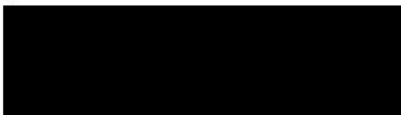
All applicants meet the eligibility requirements set forth under City Code, including good character and reputation, no disqualifying criminal history, and no prior liquor license revocations. The business remains in good standing within the City.

No concerns were identified related to public safety, regulatory compliance, or the responsible service of alcohol.

---

### **Prepared By:**

Detective Sergeant Joseph Dony #376







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

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I, RAWAN ALHALABI, 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.

Rawan Alhalabi  
Applicant's Name (Printed)

4-7-2026  
Date

  
Applicant's Signature

4-7-2026  
Date



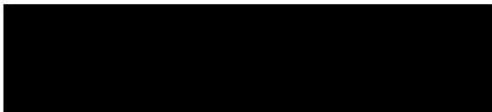
**ST. CHARLES POLICE DEPARTMENT  
LIQUOR BACKGROUND INVESTIGATION**

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Rawan Alhalabi

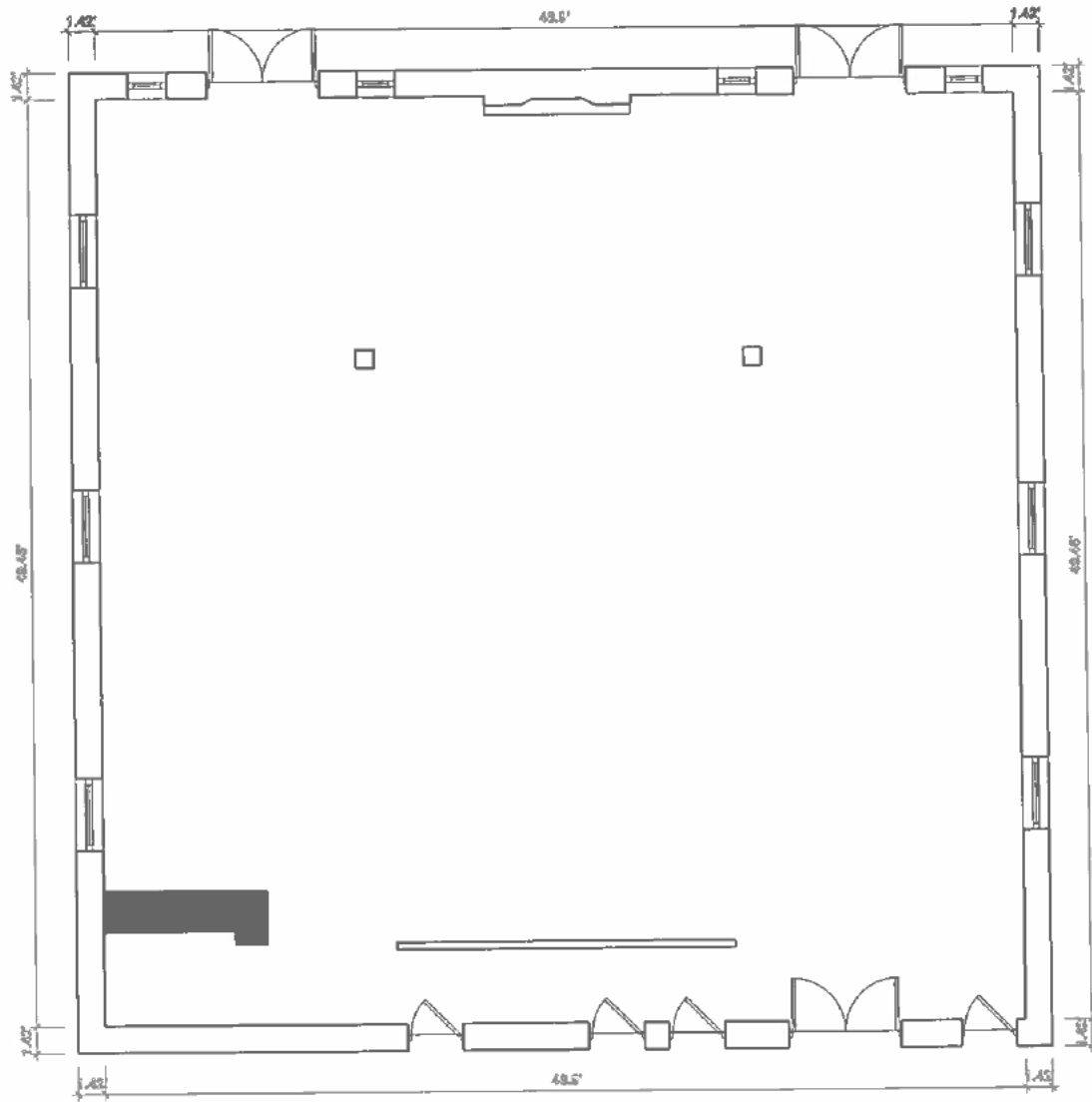
Applicant's Name (Printed)

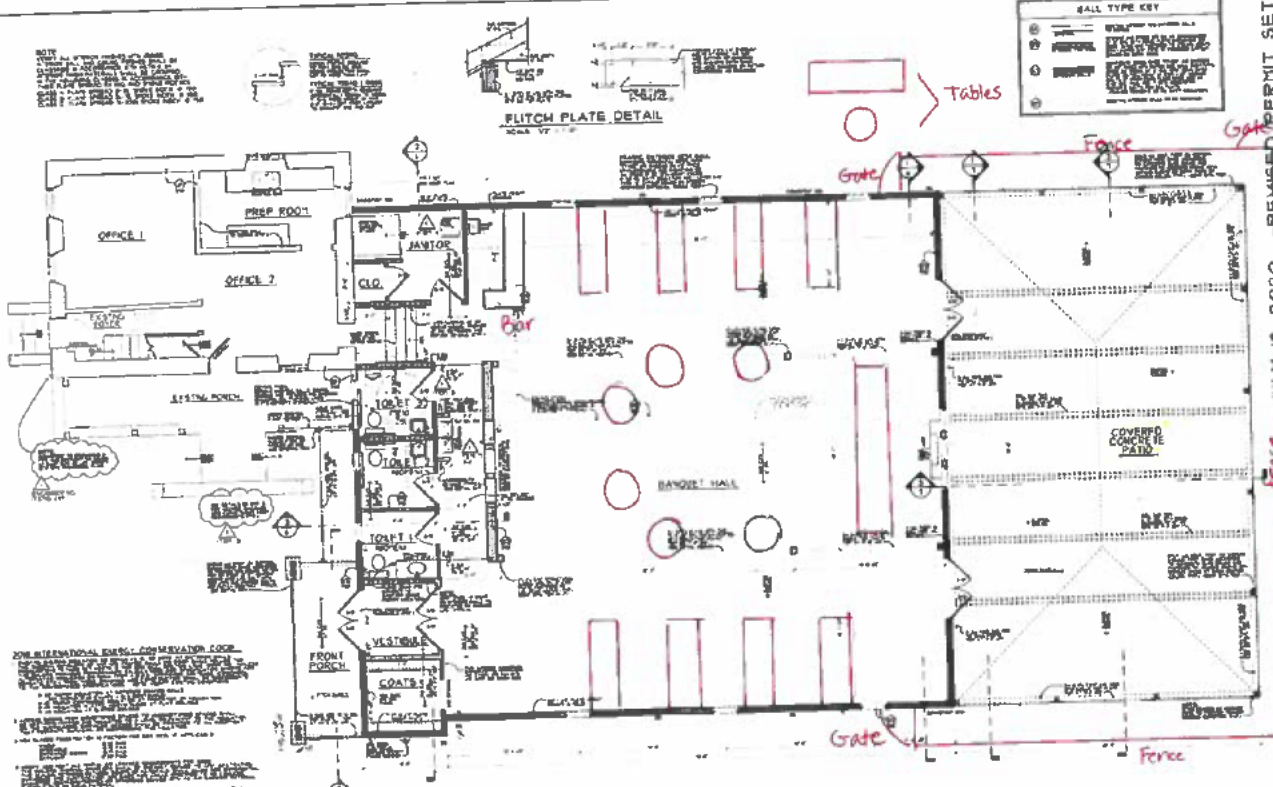


Applicant's Signature

4-7-2026

Date





FLITCH PLATE DETAIL  
SCALE 1/8" = 1'-0"

**BALL TYPE KEY**

(Symbol)	DESCRIPTION
(Symbol)	DESCRIPTION
(Symbol)	DESCRIPTION

- 2018 INTERNATIONAL ENERGY CONSERVATION CODE**
- 1. ALL NEW BUILDINGS SHALL BE DESIGNED TO MEET THE ENERGY EFFICIENCY REQUIREMENTS OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE.
  - 2. THE DESIGNER SHALL PROVIDE A COMPLIANCE REPORT WITH THE PERMIT APPLICATION.
  - 3. THE COMPLIANCE REPORT SHALL BE REVIEWED AND APPROVED BY THE ENERGY CODE OFFICIAL.
  - 4. THE DESIGNER SHALL PROVIDE A COMPLIANCE REPORT WITH THE PERMIT APPLICATION.
  - 5. THE COMPLIANCE REPORT SHALL BE REVIEWED AND APPROVED BY THE ENERGY CODE OFFICIAL.

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

**316 CEDAR STREET - SITE INFORMATION**

AREA	4,000
LOT AREA	4,000
PERMITTED GROSS FLOOR AREA	10,000
PERMITTED GROSS FLOOR AREA	10,000
AVAILABLE GROSS FLOOR AREA	10,000
PERMITTED GROSS FLOOR AREA	10,000
PERMITTED GROSS FLOOR AREA	10,000

JULY 19, 2020 - REVISED PERMIT SET

PROPOSED ADDITION AND ALTERATIONS AT:  
**316 CEDAR STREET**  
 MOBILITY SOLUTIONS MANAGEMENT FOR  
 LANCE T. CUMMINS CONSULTING

ARCHITECT: [Logo]

DATE: [ ]



**Chicago Title and Trust Company**  
 1795 West State Street  
 Geneva, IL 60134  
 Phone: (630)232-2750 Fax: (630)232-2341

**Master Statement**

**Settlement Date:** October 17, 2025  
**Disbursement Date:** October 17, 2025  
**Order Number:** 25CND407044GV  
**Escrow Officer:** Natalie Gould  
**Buyer:** Rivaura LLC, an Illinois limited liability company  
 [Redacted]  
**Seller:** Richard and Mary Ramella Family Trust dated February 13, 2002  
 [Redacted]  
**Lender:** Trust Bank  
 600 E. Main St.  
 Olney, IL 62450  
**Property:** 316 Cedar St  
 St Charles, IL 60174

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Total Consideration</b>		
		Deposit or earnest money Chicago Title and Trust E#25CND407044GVJ		25,000.00
		Principal Amount of New Loan		937,500.00
	1,300,000.00	Purchase Price	1,300,000.00	
		<b>Prorations/Adjustments</b>		
19,925.78		County Taxes 01/01/25 to 10/17/25		19,925.78
		<b>Loan Charges \$(478.50)</b>		
		Appraisal	3,500.00	
		Loan Origination Fee	4,687.50	
		Life of Loan Flood	7.00	
		Flood Determination Fee	17.00	
		UCC Recording Fee	40.00	
		Wire Transfer Fee	20.00	
		Funds Contributed by Buyer		8,750.00
		<b>Title/Escrow Charges \$11,976.00</b>		
		Money Lender Escrow in conjunction with Deed and Money Escrow	1,500.00	
		Loan Policy Premium	595.00	
		Coverage: \$937,500.00 Version: ALTA Loan Policy 2021		
300.00		GAP Coverage (NYS Closing Fee)	300.00	
		Email Package Fee	50.00	
		Wire Fee to Buyer	100.00	

**Master Statement**

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Title/Escrow Charges (continued)</b>		
50.00		Wire Fee to Seller		
		E Recording and Service Fees	25.00	
		IL APLD Certificate Service Fee	50.00	
		Overnight/Express Delivery Service Fee	50.00	
175.00		Commitment Update Fee		
		Policy Update Fee	175.00	
100.00		Schedule B Documents		
3.00		State of Illinois Policy Registration Fee	3.00	
		CPL Fee to Lender	25.00	
4,600.00		Owner's Policy Premium Coverage: \$1,300,000.00 Version: ALTA Owner's Policy 2021		
50.00		CPL Fee to Seller		
1,625.00		Escrow Fees	1,625.00	
		CPL Fee to Buyer	25.00	
550.00		SE 287 - Policy Modification 4		
		<b>Recording Charges \$2,247.00</b>		
		Deed to Kane County Recorder	99.00	
		Mortgage/Deed of Trust to Kane County Recorder	99.00	
		Assignment of Rents to Kane County Recorder	99.00	
1,300.00		State Transfer Tax to Kane County Recorder		
650.00		County Transfer Tax to Kane County Recorder		
		<b>Miscellaneous Charges</b>		
3,250.00		Seller Attorney Fee to Hoscheit, McGuirk, McCracken & Cuscaden, P.C.		
1,000.00		Survey to Dale Floyd Land Surveying LLC		
1,188,421.22		PProceeds per direction to Richard Ramella		
		<b>Total Commissions</b>		
39,000.00		Commission - Listing Agent to Murray Properties, Inc		
39,000.00		Commission - Listing Agent to Coldwell Banker	395.00	
1,300,000.00	1,300,000.00	<b>Subtotals</b>	1,313,486.50	991,175.78
		<b>Balance Due FROM Buyer</b>		<b>322,310.72</b>
0.00		<b>Balance Due TO Seller</b>		
1,300,000.00	1,300,000.00	<b>Totals</b>	1,313,486.50	1,313,486.50

**Master Statement**

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.


BUYER

Rivaura LLC, an Illinois limited liability company


BY:   
Omar Al Wisan  
Manager

SELLER

Richard and Mary Ramella Family Trust dated February 13, 2002

BY:   
*by Kate L McCracken v/p la  
dated 10/16/25*

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



VISIT  
ILLINOISBASSET.COM



# CERTIFICATE

PRESENTED TO

## I.L.C.C BASSET Certificate

Name:

**RAWAN ALHALABI**

Date issued:

**1 Apr 2026**

Student Number: **1146665 -**

**7736774561**

This is an official State ILCC BASSET temporary certificate issued by Certified Online Training LLC through [www.illinoisBASSET.com](http://www.illinoisBASSET.com). This certificate is valid for 30 days from the date of issue. This certificate serves as proof that the recipient has completed the official State ILCC BASSET training and they are currently being processed by the State (ILCC) and will receive their official BASSET card within 30 days. This document allows the recipient to work in Illinois from the date of issue.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2028

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

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

<b>PRODUCER</b> CHRIS J PATTERSON 305 W MAIN ST GENOA, IL 60135		<b>CONTACT NAME:</b> CHRIS PATTERSON <b>PHONE (A/C, H/L, Ext):</b> 815-758-4540 <b>FAX (A/C, No):</b> 815-784-3096 <b>E-MAIL ADDRESS:</b> CHRIS.J.PATTERSON@COUNTRYFINANCIAL.COM	
<b>INSURED</b> CEDAR EVENTS ST CHARLES LLC [REDACTED]		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> COUNTRY MUTUAL INSURANCE <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20880	

**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 WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AB9429405	04/01/2028	04/01/2027	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 - COMPROP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>LIQUOR LIABILITY</b>			AM9246882	10/27/2025	10/27/2028	AGGREGATE 2,000,000

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

**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.  
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE INCLUDED IN THE EACH OCCURRENCE LIMIT AND GENERAL AGGREGATE LIMIT OF THE GENERAL LIABILITY.

<b>CERTIFICATE HOLDER</b> CITY OF ST CHARLES 2 E MAIN ST ST CHARLES, IL 60174	<b>CANCELLATION</b> 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 
--	--

Form **LLC-5.5**

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

**FILE # 16929573**

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

**Filing Fee: \$150**

**Approved By: GPC**

**FILED  
OCT 14 2025  
Alexi Giannoulias  
Secretary of State**

1. Limited Liability Company Name: CEDAR EVENTS - ST CHARLES LLC

2. Address of Principal Place of Business where records of the company will be kept:  
316 CEDAR STREET

ST CHARLES, IL 60174

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

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

RAWAN ALHALABI



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:

AL MASAFI, OMAR



**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: OCTOBER 14, 2025

KARRSTEN GOETTEL  
2000 MCDONALD ROAD STE 200  
SOUTH ELGIN, IL 60177



## 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.**

<b>Business Name</b> Cedar Events	<b>Business Address</b> 316 Cedar St. St. Charles, IL 60174
<b>Name</b> Rawan Alhalabi	<b>Title</b> owner
<b>Signature</b> [Redacted]	<b>Date</b> 01-21-2026

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](mailto: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: Cedar Events - St. Charles LLC

DBA:

Phone: [REDACTED] Fax:

E-mail: [REDACTED]

Address: 316 Cedar St

City: St. Charles

State: IL

ZIP Code: 60174

Expected date of business opening (Required):


**TAX PREPARER INFORMATION**

Name of Tax Preparer: Lalley Accounting Service

Phone: 815-756-3766 Fax:

E-mail: lalleyaccounting@yahoo.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.**

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 10
	Title:	Consideration to approve a Proposal for a Massage License Application for Uplift Integrative Bodywork located at 1020 Cedar Ave Suite #206, St. Charles	
	Presenter:	Police Chief Dan Likens	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Uplift Integrative Bodywork located at 1020 Cedar Ave Suite #206, St. Charles, is requesting approval of a massage license application for their business. The zoning is currently M-1 Light industrial and does not qualify for personal services.</p>			
<b>Attachments</b> (please list):			
Memo			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Consideration to approve a proposal for a Massage License Application for Uplift Integrative Bodywork located at 1020 Cedar Ave Suite #206, St. Charles.			



# Memo

Date: 4/15/2026  
To: Clint Hull Mayor-Liquor Commissioner  
From: Dan Likens Chief of Police  
Re: Background Investigation- Uplift Integrative Bodywork 1020 Cedar Ave Suite# 206  
St. Charles (Massage License)

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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.

Uplift Integrative Bodywork is located at 1020 Cedar Ave Suite# 206 and is owned by Mr. Ryan Hollowell. According to the Illinois Department of Financial and Professional Regulation Hollowell is an Illinois licensed massage therapist who was first licensed on September 26<sup>th</sup>, 2024, and is active through December 31<sup>st</sup>, 2026 with no prior discipline reported. Hollowell will be the owner and sole operator of the space with no other employees. The business will be by appointment only between the hours of 930 am – 7 pm. During an interview with staff Hollowell indicated his services are intended to be therapeutic in nature including modalities such as craniosacral therapy, cupping, and other bodywork techniques. His menu of services includes the mentioned above and includes elements of massage therapy.

The property is Zoned M-1 (Light Industrial District) which would not allow personal services. Community Development was consulted due to a lack of definition in city code whether massage services are considered personal services. Director Colby advised a massage license was issued in the past for this location with consideration of M-1 zoning permissible use of office, business, or professional.

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

# MASSAGE APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Ryan Hollowell

BUSINESS: Uplift Intergrated

ADDRESS: 1020 Cedar Ave. Suite #206

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

\* COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

INVESTIGATOR ASSIGNED: DET. SGT. Dony # 376

SUPERVISOR REVIEW [REDACTED]



# Memo

Date: 3/27/2026  
To: Chief Dan Likens #400 via chain of command  
From: Detective Sergeant Joseph Dony #376  
Re: Massage Establishment Background / Ryan Hollowell

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## Purpose

The purpose of this memorandum is to document the background investigation of **Ryan Hollowell** in connection with his application for a Massage Establishment License for **Uplift Integrative**.

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## Applicant Information

Name: Hollowell, Ryan

DOB: [REDACTED]

Sex/Race: M/W

Address: [REDACTED]

Telephone: [REDACTED]

---

## Initial Meeting

On March 10, 2026, I met with Ryan Hollowell at the St. Charles Police Department, where he completed and signed all required background waiver forms authorizing this investigation.

During the interview, Mr. Hollowell provided the following information:

- Uplift Integrative will be located at **1020 Cedar Ave., Suite 206, St. Charles, Illinois**.
- He intends to operate as an **owner/operator**.
- The massage/treatment room measures approximately **250 square feet**, consistent with the submitted floor plan.

- The business will employ **only himself** as a licensed massage therapist (Illinois license verified and attached).
  - Hours of operation will be **Monday through Sunday, 9:30 a.m. – 7:00 p.m., by appointment only.**
  - Mr. Hollowell indicated his services are intended to be **therapeutic in nature**, including modalities such as **craniosacral therapy, cupping, and other bodywork techniques.**
  - He represented that his business should be considered a **medical clinic/professional business**, rather than a “personal service,” and provided updated information to the City’s zoning division reflecting this position.
  - A finalized service menu was provided and is attached to this memorandum.
- 

### **Background Findings**

- Mr. Hollowell has resided at his current address in Streamwood, Illinois since 2019.
- No negative contacts or entries were located in the following systems:
  - St. Charles Police Department
  - Streamwood Police Department
  - Kane County Aegis System
  - Chicago Police Department (I-CLEAR)
  - Department New World System
- Open-source (Google) searches revealed **no arrests or negative publicity.**
- On March 10, 2026, Mr. Hollowell was fingerprinted and photographed. Results revealed:
  - **2014 – Arrest: Drug Paraphernalia (Nolle Prosequi)**
  - **2015 – Arrest: Underage Drinking (Guilty finding)**
- He possesses a valid Illinois Driver’s License [REDACTED].
- Illinois Department of Financial and Professional Regulation (IDFPR) records indicate his massage therapy license is **active and in good standing.**

- TLOxp results revealed **no additional criminal history, civil cases, or undisclosed licenses.**
  - Circuit Clerk checks in **Kane, DuPage, Cook, and DeKalb Counties** revealed **no court cases.**
  - Prior employment includes:
    - **Massage Envy**
    - **Squeeze Massage**
    - **Hand and Stone**
  - A lease agreement with **Batavia Enterprises, Inc.** was signed on February 2, 2026, valid through 2027.
  - A floor plan of the leased space was provided.
  - A Certificate of Insurance was provided through **Associated Bodywork & Massage Professionals** with coverage of **\$2,000,000 per occurrence / \$6,000,000 aggregate.**
  - Mr. Hollowell acknowledged receipt and review of **City of St. Charles Ordinance 5.20 (Massage Establishments).**
- 

### **Site Inspection**

On March 27, 2026, at approximately 1000 hours, I conducted an inspection of the premises located at **1020 Cedar Ave., Suite 206, St. Charles, Illinois.**

Observations included:

- Business hours and "Appointments Only" signage were displayed.
- The facility consists of a **waiting area and one treatment/massage room.**

### **Treatment/Massage Room:**

- Clean and orderly condition.
- Fresh linens available for each client; used linens are laundered off-site.
- Restroom facilities available to clients and staff.
- Handwashing practices between sessions were discussed and appear compliant.

- Room setup includes a centrally positioned massage table and storage closet for equipment.

Additional observations:

- Illinois Massage Therapy License properly displayed.
- No signs of alcohol consumption or evidence of the premises being used as a residence.

No concerns were noted during the inspection.

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### Zoning Considerations

The property located at **1020 Cedar Ave.** is zoned **M-1 (Light Industrial District)**. The initial application classified the business as a **"Personal Service,"** which is **not permitted** within the M-1 zoning district, resulting in an initial denial by zoning.

Mr. Hollowell subsequently provided updated information to the City's zoning division, indicating that his business should be classified as a **"Medical Clinic/Professional Business,"** which is a **permitted use within the M-1 district.**

It should be noted:

- Mr. Hollowell **does not hold a medical degree** and is **not operating under the direction of, or by referral from, a licensed medical provider.**
- He is licensed solely as an **Illinois massage therapist**, and his prior experience is consistent with that role (Massage Envy, Squeeze Massage, Hand and Stone).
- While the services offered are described as **therapeutic** (e.g., craniosacral therapy, cupping), they remain **within the scope of massage therapy practice** and are not independently recognized as medical treatment provided by a licensed medical professional.

Final determination regarding zoning classification remains within the authority of the City of St. Charles Zoning Division.

---

### Conclusion

Based on the above investigation:

- Mr. Hollowell has **no significant criminal history** that would preclude licensure.

- He is **properly licensed through IDFPR** and in good standing.
- The business location, documentation, and inspection findings are **consistent with ordinance requirements** for a massage establishment.

**No disqualifying factors were identified** during this investigation.

Respectfully submitted,



Detective Sergeant Joseph Dony #376  
St. Charles Police Department



CITY OF  
ST. CHARLES  
ILLINOIS • 1834

## City of St. Charles License Certification

Note: This document is not valid unless it has been properly notarized by a duly authorized notary public. Any unsigned or non-notarized copy shall be considered incomplete.

<b>Applicant Name</b> Ryan Hollowell	<b>Business Name</b> Uplift Integrative
<b>Type of License:</b> <input type="checkbox"/> Liquor <input checked="" type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	<b>Business Address</b> 1020 Cedar Ave Suite 206 St. Charles, IL 60174

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

\_\_\_\_\_  
Applicant's Signature

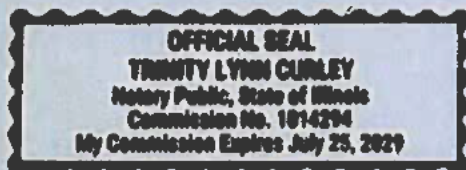
2/25/25  
Date

State of Illinois  
County of cook

Signed before me this 26<sup>th</sup>  
day of February, 2026  
by Ryan Bradley Hollowell.

\_\_\_\_\_  
Notary Public

(SEAL)





**ST. CHARLES POLICE DEPARTMENT  
MESSAGE 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.

Ryan Hollowell

Applicant's Name (Printed)

[Redacted Signature]

Applicant's Signature

3/10/26

Date



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

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

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

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

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

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

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

[Redacted Signature]

Witness Signature

3/11/20

Date

Joseph Dault

Witness

[Redacted Signature]

Signature (include maiden name)

3/10/20

Date

SSN #: \_\_\_\_\_

Address: [Redacted Address]

Phone: [Redacted Phone]

Date of Birth: [Redacted Birth Date]

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

Name: Ryan Hollowell Home phone: [REDACTED]  
Address: [REDACTED] City/Zip: [REDACTED]  
Position employed: Owner  
State of Illinois Massage License Number: 227.023777

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

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

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

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

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

Employer PCRK Group (Massage Envy)  
Phone 6302803140  
Address 211 Rice Lake Square Wheaton >  
Title Massage Therapist  
Dates of employment: From: 12/24 To: 11/25

Employer Squeeze Massage (Ars Tranquilatas)  
Phone 8474472655  
Address 3135 Skokie Blvd > CLOSED  
Title Massage Therapist  
Dates of employment: From: 11/24 To: 3/25

Employer Hand And Stone (Kaam Spa)  
Phone 7086597519  
Address 82 Danada Sq Wheaton, Il >  
Title Massage Therapy Intern  
Dates of employment: From: 10/23 To: 10/24

# Uplift Integrative Bodywork

## MENU OF SERVICES

### INTEGRATIVE BODYWORK

NEW CLIENT INTAKE 75 min \$150

Allows time for a detailed health history and roughly 30-45 mins treatment time.

Integrative Bodywork 60 min \$135

Sessions include Cranialsacral, Frequency Specific Microcurrent, Reiki, Reflexology, Cupping, and elements of massage therapy.

FSM/CUPPING Follow-up 30 min \$70

Follow up treatment for established clients combining 30 minute session of cupping + established FSM protocols

### MISCELLANEOUS

#### Other Services

FREE CONSULT FREE

Those interested in discussing our services and their health may book a free 15-minute consult where any questions can be asked regarding our services.



1020 Cedar Ave Unit 206  
St. Charles, IL

For more info, visit us at [www.upliftintegrative.com](http://www.upliftintegrative.com)

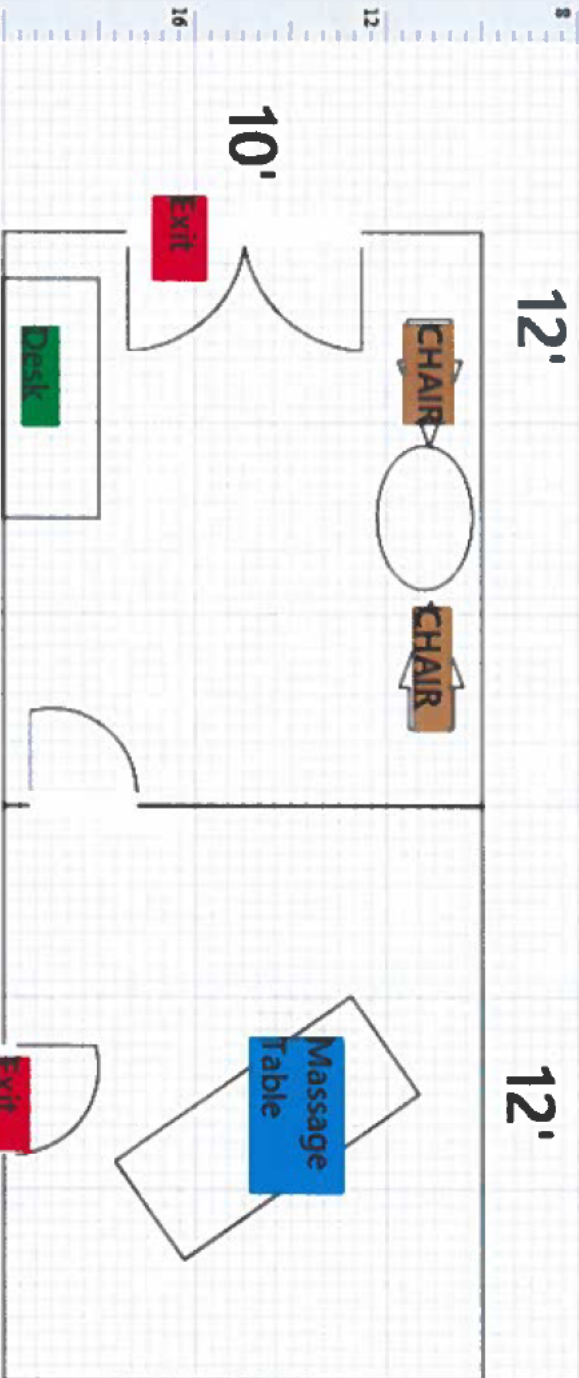
Follow us online  
@upliftintegrative

**Uplift Integrative Bodywork | Floor Plan**

Scale: Approx. 1 square = 1 ft (approximate)

Drawn by Owner | For Licensing Application

Date: 2/23/2026



**Left Room - Waiting/office Area: 12' x 10' (120 sq ft) 50%**

**Right Room - Treatment Room: 12' x 10' (120 sq ft) 50%**

**Total Space: 240 sq ft**

## OFFICE LEASE

This Office Lease (the "Lease" or "Office Lease") by and between **BATAVIA ENTERPRISES INC.**, a Delaware corporation (the "LESSOR"), whose address is 140 First Street, Batavia, IL 60510 and **RYAN HOLLOWELL** (the "LESSEE"), whose address is [REDACTED]

In consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the Premises commonly described as approximately 258 square feet of office space known as 1020 Cedar Avenue, Suite 206, St. Charles, IL 60174 ("Premises"), during the Lease Term known as March 1, 2026 through February 28, 2027 ("Lease Term") pursuant to the following terms and conditions:

### 1. RENT

LESSEE shall pay to LESSOR, base-net rent during the Lease Term as follows:

\$301.00 per month for the period of March 1, 2026 through February 28, 2027

LESSEE hereby agrees to pay each monthly rent payment, including base net rent, NNN Payments, and any additional charges owed to LESSOR ("Rent"), by online payment via the tenant payment portal provided by LESSOR, or by check payable to **BEI CRE**, on or before the first day of each month, in advance for the Lease Term. If the Rent is not received by LESSOR by the 5<sup>th</sup> day of the month in which it is due, a 10% late charge shall be applied to the total balance on LESSEE's account. If the Rent is not yet received by LESSOR by the 15<sup>th</sup> day of the month in which it is due, an additional 10% late charge shall be applied to the total balance on LESSEE's account. After the 15<sup>th</sup> day of non-payment of Rent, LESSEE shall be in monetary default and LESSOR shall have the right to pursue all legal remedies pursuant to the Default section of this Office Lease, including, but not limited to early termination of the Lease Term.

The fee for returned checks or NSF payments will be \$50.00 per occurrence. Should LESSEE accrue three (3) or more NSF payments and/or late charges during the Lease Term, LESSOR shall have the option to pursue all legal remedies pursuant to the Default section of this Office Lease, including, but not limited to early termination of the Lease Term and non-renewal of the Lease Term.

Exhibit A, attached to this Office Lease, shall breakdown Rent as base net rent, NNN Payments, Utility Usage Fee, plus any other charges paid by LESSEE to LESSOR during the Lease Term.

#### 1A. NO RENT DEDUCTION OR SET OFF

LESSEE's covenant to pay Rent is and shall be independent of every other covenant of this Office Lease. LESSEE agrees that any claim by LESSEE against LESSOR shall not be deducted from Rent nor set off against any claim for Rent in any action.

### 2. FIRST MONTH'S RENT

LESSEE hereby agrees to pay the first full month of Rent upon LESSEE's execution of this Office Lease, in the amount of \$370.00 (THREE HUNDRED SEVENTY DOLLARS AND 00/100). Said payment will be credited towards the first full month of Rent due to LESSOR pursuant to the terms of this Office Lease.

If the first month of the Lease Term is a pro-rated month, then said proration will be listed on Exhibit A and both the pro-rated month(s) and the next full month(s) rent will be due at execution.

### 3. THE BUILDING

If during the Lease Term the total area of the Building that houses the Premises ("Building") is increased or decreased as a result of adding space to the Building or removing space from the Building, or if following re-measurement of the Building by LESSOR the area of the Building is more or less than what was calculated at the commencement of this Office Lease, LESSOR may, in LESSOR'S sole and absolute discretion, change both the area of the Building and LESSEE's proportionate share by written notice to LESSEE.



LESSEE's Initials



LESSOR's Initials

## OFFICE LEASE

LESSEE hereby acknowledges that LESSEE hereby warrants that LESSEE has fully inspected the Premises and is not relying upon any calculation of square footage of the Premises as set forth in this Lease or otherwise provided by LESSOR. LESSEE further acknowledges that the square footage of the Premises as set forth in this Lease is an estimate of usable square footage by the LESSOR and LESSEE forever releases any claim against LESSOR under the terms of this Lease or otherwise that the square footage of the Premises was inaccurate or misrepresented in any way given LESSEE's inspection and acceptance of the Premises. Payment by LESSEE of Rent shall act as LESSEE's full acceptance of the square footage of the Premises.

### 4. SECURITY DEPOSIT

A Security Deposit in the amount of \$740.00 (SEVEN HUNDRED FORTY DOLLARS AND 00/100) is required by the LESSOR and is due and payable upon LESSEE's execution of this Office Lease ("Security Deposit"). Such Security Deposit shall be increased accordingly if LESSEE leases additional space from LESSOR, if LESSEE's monthly Rent is increased upon renewal of this Office Lease and/or if the nature of LESSEE's business is altered so that additional monies are required to sufficiently protect LESSOR and/or LESSOR's Building. Said Security Deposit shall not be kept separate or apart.

If LESSEE performs all of LESSEE's obligations hereunder, the Security Deposit shall be returned without payment of interest to LESSEE, no less than thirty (30) days after the termination of the Lease Term. If LESSEE does not return the Premises to LESSOR in the same good order, cleanliness, and repair as at time of LESSEE's occupancy, or if LESSEE prematurely vacates the Premises or performs a monetary or non-monetary default of the terms and provisions of this Office Lease, LESSOR may apply Security Deposit towards damages and charges incurred, with LESSEE liable for damages and charges exceeding the Security Deposit. The Security Deposit shall not apply towards any month's Rent or last month's Rent unless prior written consent or approval has been given from LESSOR.

### 5. REAL ESTATE TAXES, CAM & INSURANCE

It is agreed that in addition to the base net rent for the Premises as described in Section 1, LESSEE shall pay for their proportionate share of real estate taxes, common area maintenance "CAM", and property/liability insurance for the Premises by making scheduled monthly payments beginning March 1, 2026 (presently \$49.44 per month based on 2025 actual expenses and estimated increases for the current year and any subsequent years, if applicable), as determined by LESSOR ("NNN Payments"). Said applicable costs for property and liability insurance are outlined in the paragraph entitled "INSURANCE" and said applicable costs for CAM are outlined in the paragraph entitled "PAYMENT OF COMMON AREA COSTS". The NNN Payments are reconciled annually, and LESSEE shall be invoiced upon LESSOR's annual reconciliation. LESSOR reserves the right to change these figures at any time throughout the Lease Term due to increases in actual expenses.

The collected NNN Payments received by LESSOR from LESSEE will be held in reserve by LESSOR until such time as they are needed to satisfy payment of the actual costs for real estate taxes, CAM and/or property/liability insurance.

LESSOR will draw from this prepaid reserve and use said funds to pay only LESSEE's proportionate share of real estate taxes, CAM, and property/liability insurance, after which LESSOR will forward to LESSEE a reconciliation of LESSEE's account and LESSEE hereby agrees to pay the entire amount remaining after the NNN Payments have been applied. In the reconciliation statement LESSOR will outline the pre-payment costs for the following year for the Premises. LESSEE agrees to pay those costs and understands that they are considered additional rent and will be subject to the same terms and conditions of this Office Lease. LESSOR shall forward a report to LESSEE showing the LESSEE's balance at any time upon request by LESSEE.

LESSOR and LESSEE agree that no refunds from the NNN Payments account shall be paid except at lease termination, NNN Payments cannot be applied to Rent once on deposit, no interest shall be paid or due to LESSEE on the NNN Payments, and if there is an insufficient amount on deposit to satisfy the necessary expense, the remaining amount is due and payable at the time of reconciliation and invoicing.



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If full payment is not received by LESSOR within ten days of LESSEE's receipt of the reconciliation statement, a 10% late charge on the total remaining balance will be assessed each month until full payment, including all pertinent late charges, is received.

### 5A. CAM COSTS

#### (i). DESCRIPTION AND USE OF COMMON AREA

LESSOR shall make available, from time to time; designated areas that serve or offer a common benefit to LESSEE as well as other tenants and occupants ("**Common Area**"). The Common Area shall include, but is not limited to the following maintenance, repair and/or replacement costs but only to the extent such improvements exist within the Building and surrounding property housing the Premises, and any other space used by LESSEE pursuant to this Lease:

- all parking areas including employee parking areas maintained by LESSOR in or near the Premises;
- interior hallways, stairways and elevators;
- restroom facilities shared by two or more tenants;
- common lighting equipment and fixtures;
- the boiler and all appurtenant radiators, pipes, fixtures and equipment;
- all common sidewalks, truck ways, driveways, loading docks and areas and delivery areas;
- common signage, landscaped areas, retaining walls, fences, canopies, or overhang, etc.; and
- monument sign

The Common Area will be reasonably operated, managed, equipped, lighted, repaired, protected, heated, and maintained by LESSOR. To prevent a dedication or other prescriptive right therein in favor of the public or any group or individual or in furtherance of LESSOR's duties and responsibilities under this Lease, LESSOR may temporarily close any portion or all the Common Area from time to time.

LESSOR may (but shall not be obligated to) designate specific areas for the parking of vehicles of LESSEE's employees. LESSEE agrees not to interfere with the rights of other tenants to benefit from the Common Area. LESSOR shall have the right in LESSOR's sole discretion to establish, and from time-to-time change, alter and amend the size, location and nature of the Common Area and may add or remove installations therein and to enforce against LESSEE and other users of the Common Area such reasonable rules and regulations (including the exclusion of employee's parking therein) as may be deemed necessary or advisable in LESSOR'S sole and absolute discretion, for the proper and efficient operation and maintenance of the Common Area. The rules and regulations herein provided may include the hours which the Common Area shall be open for use.

LESSOR will cause the halls, corridors, and other parts of the Building adjacent to the Premises to be reasonably lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

When common loading facilities are shared with other tenants; no materials or equipment may be stored on common aisles or loading docks except during a period of continuous loading and unloading activity. All materials and scrap must be picked up immediately and the area cleared by LESSEE. No packages, merchandise or other effects shall be allowed to remain in the halls at any time. LESSOR reserves the right to dispose of these abandoned materials or issue a written warning to any LESSEE storing materials, equipment or other items on common halls, aisles, or dock areas or any areas, inside or outside of the Building, including all parking lot areas. If LESSEE remains in violation of written warning from LESSOR following a 24-hour period, LESSOR shall assess a \$50.00 per day penalty, to be paid by LESSEE until said violation has been corrected to LESSOR's satisfaction.

#### (ii). APPLICABLE CHARGES FOR THE COMMON AREA

All costs incurred by LESSOR related to operating, managing, equipping, lighting, heating, repairing, replacing, protecting, and maintaining the Common Area in the same condition as when originally installed are the sole responsibility of the tenants that benefit from the Common Area. These costs and expenses include but are not limited to the following.



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- snow and ice removal;
- security – including, but not limited to, any alarm systems, close circuit cameras and security personnel;
- supervised sprinkler alarm systems;
- on-site and off-site vehicle and pedestrian traffic direction and control;
- cleaning expenses, including removal of dirt and debris;
- replanting and replacing of flowers and landscaping;
- all utility charges including electric, natural gas, water, sewage and telephone for the Common Area;
- lighting, maintenance and illumination of common fixtures;
- operation of loudspeakers and any other equipment supplying music;
- supplying, maintaining, securing and cleaning shared restrooms;
- pest control;
- parking lot maintenance and repair, including cleaning, paving and striping;
- all premiums for Worker's Compensation insurance, wages, unemployment taxes, Social Security and Medicare taxes;
- fees for required licenses and permits; and
- administrative and management costs for operating, managing, repairing, protecting, and maintaining the Common Area as may increase from time to time in LESSOR's discretion.

### (iii). LESSEE'S PROPORTIONATE SHARE OF CAM

LESSEE will pay to LESSOR, in addition to all other amounts in this Office Lease, that portion of Common Area expenses that is LESSEE's proportionate share. LESSEE's proportionate share of Common Area expenses is calculated based on the proportion of the total number of square feet of LESSEE's Premises (as set forth in this Office Lease) to the total area of the Building and, the fraction of the LESSOR's Calendar Year during which the LESSEE is bound by the terms of this Office Lease. LESSOR's Calendar Year begins January 1 and extends through December 31 ("**Calendar Year**").

### (iv). PAYMENT OF COMMON AREA COSTS

Based on the above calculation, LESSEE shall pay to LESSOR their proportionate share for Common Area expenses monthly, along with base net rent and any other charges owed to LESSOR. NNN Payments will be due and payable monthly starting on the first month of the Lease Term and continue until the final month of the Lease Term. Each monthly payment will be one twelfth (1/12) of the total amount of LESSEE's Common Area costs, based on an estimate of the LESSOR's current Calendar Year's Common Area charges associated with the Premises and Building. After the end of LESSOR's Calendar Year, LESSOR shall furnish LESSEE with a statement of the actual amount of LESSEE's proportionate share of such costs and expenses for such period. If the total amount paid by the LESSEE is less than the actual amount due from LESSEE as shown on LESSOR's reconciliation statement, LESSEE shall pay to LESSOR the difference between the amount paid by LESSEE and the actual amount due; such deficiency is to be paid within **thirty (30)** calendar days after the furnishing of each statement. If the total amount paid by LESSEE hereunder for any such Calendar Year shall exceed the actual amount due from LESSEE for the year, then the excess shall be credited against the next Rent installment due from LESSEE to LESSOR. In the event that LESSOR is delayed, for any reason, in preparing or furnishing to LESSEE such Calendar Year-end reconciliation of expenditures and proportionate costs, LESSEE shall continue to make monthly payments in the same amount as those made during the preceding Calendar Year, and any deficiency in payments made during the preceding Calendar Year shall be paid within thirty (30) calendar days after the furnishing of each statement, or any excess payment shall likewise be credited against the next scheduled installment due from LESSEE. Any late payments of NNN Payments will be subject to a late charge penalty as previously set forth within this Office Lease.

## 6. PUBLIC UTILITIES

### 6A. WATER

LESSEE represents that water/sewer will not be required in connection with LESSEE's business, but only for normal bathroom usage. Such water/sewer will be furnished by LESSOR. LESSOR reserves the right to increase water/sewer charges to LESSEE at an appropriate rate. LESSEE recognizes the supply of water to the Premises originates from the



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LESSOR's water meter and LESSOR has the option to install a separate and individual water meter to serve the Premises. If LESSOR exercises this option, LESSEE recognizes LESSEE will be responsible for the water/sewer charges for his/her Premises and will pay directly to the local water/sewer supply company for water/sewer charges.

Any additional requirements, extensions, or additions to the present water/sewer system, now or in the future, (because of LESSEE's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions mentioned above will remain in the Premises and become the sole property of the LESSOR. However, LESSEE shall promptly remove (if LESSOR elects) all alterations and improvements, and any other property placed in the Premises by LESSEE and shall repair any damage caused by such removal.

### 6B. ELECTRICITY

The Premises are not equipped with an independent electrical service or meter. LESSOR shall provide the electricity for normal usage in the Premises under the provisions of Section 6. LESSOR has the option during the term of this Office Lease s agreement to install an electrical system, meters, additions and/or improvements thereby making LESSEE' electrical service to the Premises independent to those of the Building in general. LESSEE agrees that at such time LESSOR does choose to exercise this option, LESSEE will then make his/her own arrangements with the local power company as mentioned earlier in this clause.

Any additional requirements, extensions, or additions to the present electrical system, now or in the future, (because of LESSEE's business) shall be at LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions mentioned above will remain in the Premises and become the sole property of LESSOR to include but not be limited to transformers, bus ducts, disconnects breakers, breaker panels, conduit, wiring, etc. However, LESSEE shall promptly remove (if LESSOR elects), all alterations and improvements and any other property placed in the Premises by LESSEE and LESSEE shall repair any damage caused by such removal.

### 6C. NATURAL GAS

The Premises are not equipped with an independent natural gas service or meter. LESSOR shall provide natural gas for normal heating usage in the Premises under the provisions of Section 6. LESSOR has the option during the Office Lease Term to install an independent natural gas system, meter, additions and/or improvements; thereby making LESSEE's natural gas service to the Premises, independent to those of the Building in general. LESSEE agrees that at such time LESSOR does choose to exercise this option. LESSEE will then make his/her own arrangements with Northern Illinois Gas Company as mentioned earlier in this clause.

All additional requirements, extensions, or additions to the present natural gas piping system, now or in the future, (because of LESSEE's business) shall be at the LESSEE's own obligation and expense and shall meet all Local, State, Federal and O.S.H.A. Codes. All such additions shall remain in the Premises and become the sole property of the LESSOR. However, LESSEE shall promptly remove (if LESSOR elects) all alterations and improvements and any other property placed in the Premises by LESSEE and LESSEE shall repair any damage caused by such removal.

### 6D. TELEPHONE, CABLE/SATELLITE TELEVISION, HIGH SPEED INTERNET

LESSEE is fully responsible for telephone service, cable/satellite T.V. high speed internet, installation, repair and/or replacement in the Premises. LESSOR is only responsible for providing *standard* phone service at the D-Mark Prior written approval for locations of all equipment, including wires, is required by LESSOR. If LESSOR elects LESSEE may be required to remove all cabling installed by LESSEE or LESSEE's contractor (at LESSEE's expense) into the Premises upon termination of this Office Lease.

If LESSEE any phone or cable connections that include new wiring in the Premises and/or Building, LESSOR shall direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this Office Lease no boring or cutting for wires will be permitted.



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The lease of the Premises will include water to LESSOR's standard fixtures, standard heat, and electrical service during reasonable working hours, but LESSOR shall not be liable for any damages from the stoppage of water, heat, or electrical service.

### 7. UTILITY USAGE FEE/RECONCILIATION

It is agreed that in addition to the base net rent and NNN Payments and any other charges, LESSEE will pay their proportionate share of the utility costs for the Premises, by making scheduled monthly payments beginning **March 1, 2026** (presently \$19.56 per month based on the actual expenses for the previous year, and estimated increases for the current year and any subsequent years, if applicable), as determined by LESSOR ("Utility Usage Fee"). Said applicable costs for the utilities are outlined in the paragraph entitled Public Utilities. The collected funds received by LESSOR from LESSEE for the Utility Usage Fee will be held in reserve by LESSOR until such time as they are needed to satisfy payment of the actual utility costs for the Premises. The Utility Usage Fee is reconciled against the actual utility costs and invoiced annually, and a reconciliation statement will be sent to LESSEE at that time and the reconciliation statement shall include an administrative charge. This reconciliation statement shall notify LESSEE of any increase to the monthly Utility Usage Fee that will be required due to increases in the actual utility costs. LESSOR reserves the right to change these figures at any time throughout the year due to increases in actual expenses.

LESSOR and LESSEE agree that no refunds from the pre-pay account shall be paid except at Office Lease termination, pre-pay money cannot be applied to rent once on deposit, no interest shall be paid or due to LESSEE on the prepaid money and if there is an insufficient amount on deposit to satisfy the necessary expense, the remaining amount is due and payable at the time of billing.

If full payment is not received by LESSOR within ten days of LESSEE'S receipt of the Utility Usage Fee reconciliation statement, a ten percent (10%) late charge on the total remaining balance will be assessed each month until full payment, including all pertinent late charges, is received by LESSOR.

### 8. LESSOR INSURANCE

LESSOR's fire and extended coverage insurance shall be an amount equal to 100% of replacement costs and shall be with LESSOR's insurance carrier. All insurance forms, terms and conditions carried and maintained by the LESSOR but charged to the LESSEE, covering loss or damage to the Building, property, personal injury, and all optional protection systems as set forth under liability protection coverage on the Premises or other improvements and benefits on the Premises shall be for the sole benefit of the LESSOR.

All repair and/or replacement costs associated with protecting the Premises and the Building are considered applicable expenses (and will be passed along from LESSOR to LESSEE) as they relate to insurance coverage for the Building and Common Area, including but not limited to:

- smoke/fire alarm systems;
- telephone and alarm monitoring costs associated with any smoke/fire/water flow/valve-tampering/sprinkler systems;
- standby sprinkler water systems;
- elevator inspections;
- main sprinkler water supply or riser;
- fire extinguishers;
- electrical self-insurance reserve;
- exit/emergency lighting;
- costs for umbrella liability coverage, property coverage, business interruption insurance (including loss of rents), machinery and boiler insurance, inland marine coverage, and general liability coverage; actual and estimated deductible expenses; and
- administrative costs.



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### 9. LESSEE INSURANCE

LESSEE agrees to maintain public comprehensive liability insurance on the Premises in the amounts listed on Exhibit B attached hereto and by this reference made a part hereof. The policies shall name LESSOR as an additional insured on a primary and non-contributory basis and by separate endorsement. A certificate of insurance showing proof of coverage must be furnished to LESSOR within the first thirty (30) days of the Lease Term, and must be first approved by LESSOR's insurance agency/carrier after analysis of the listed insurance coverage, insurance company rating, etc. LESSEE or LESSEE's insurance carrier must provide LESSOR with renewal certificates at each renewal period and/or any notice of cancellation; thirty (30) day notice of cancellation for material change, ten (10) days' notice of nonpayment required. LESSOR's acceptance of such certificate of insurance shall not be deemed to be a waiver of the insurance requirements imposed upon LESSEE under the terms of this Office Lease.

Any insurance carried and maintained by the LESSEE for the Premises covering loss or damage to the Building, property, personal injury, and all optional protection systems as set forth under liability protection coverage on the Premises or other improvements and benefits on the Premises shall be for the sole benefit of the LESSEE. LESSEE agrees to maintain fire and extended coverage insurance on the contents, located within the Premises and if LESSEE dispenses, stores, uses, or gives away alcoholic beverages "host liquor liability" insurance. LESSEE shall maintain and keep in force, plate-glass insurance coverage on all plate glass in the Premises or be responsible for same. LESSEE agrees not to carry on any activity or store any flammable materials in a manner which would increase the fire insurance premium in the Building. If the very nature of LESSEE's business were to cause such an increase in premium, LESSEE agrees to pay the increase upon presentation of the increased billing by LESSOR. LESSEE shall not permit any operation to be conducted in the Premises that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by the LESSOR and/or violate any Federal, State or Local Ordinances or regulations.

Should LESSEE not provide LESSOR with a certificate of insurance as stated above within the thirty (30) day period following the commencement of the Lease Term, then LESSOR shall, in addition to any and all remedies available to LESSOR hereunder and without waiving any remedies based upon an event of default under this Lease, impose a lapse of coverage penalty "Penalty" equal to a minimum of \$15.00 (FIFTEEN DOLLARS AND 00/100) per month until such time that LESSEE provides to LESSOR a certificate of insurance pursuant to the terms as stated above. This Penalty shall also be imposed should LESSOR receive notice that LESSEE's insurance coverage has lapsed, for any reason, and LESSEE does not cure such lapse within thirty (30) days of such notification, or if LESSEE does not provide a renewal certificate within thirty (30) days of the expiration of such insurance coverage.

### 10. NON-LIABILITY OF LESSOR

LESSOR shall not be liable to LESSEE for any damage or injury to him or his property occasioned by the failure of LESSOR to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the Building of which they are a part nor from the escape of steam or hot water from any radiator, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise; nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission, or negligence of co-tenants or of buildings or of owners of adjacent or contiguous property, or of LESSOR's agents or LESSOR himself, all claims for any such damage or injury being hereby expressly waived by LESSEE. LESSEE hereby covenants and agrees to make no claim for any such loss or damage at any time. LESSOR shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this Office Lease. LESSEE hereby waives any claim for direct, special and/or consequential damages against LESSOR based upon a breach of this Lease. LESSEE further waives any claim against LESSOR for damage to the property of LESSOR.

LESSEE will at all reasonable hours during each day and evening during the term, when required by the season, to furnish at his own expense heat for the heating apparatus in the Premises, except when prevented by accidents and unavoidable



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delays, provided, however, that except as provided by Illinois statute, the LESSOR shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said Building.

LESSEE expressly agrees to maintain adequate heat in the Premises to prevent damage to the Building and/or water pipes. Premises provided with heating devices must be set and operating to maintain a minimum temperature of 60 degrees Fahrenheit throughout the duration of the Lease Term, when required by the season or weather conditions.

### 11. HOLD HARMLESS

LESSEE agrees to indemnify, defend and save harmless LESSOR and any person with LESSOR from and against any and all claims and demands of third persons (including, but not limited to those for death, for personal injuries or for loss or damage to property) occurring in or arising in whole or in part out of or in connection with the use and occupancy of the Premises, LESSEE's work or alterations performed by the LESSEE in or to the Premises, the business conducted in the Premises or as a result of any acts, omissions, or negligence of the LESSEE or their respective contractors, licensees, invitees, agents, servants, employees or other persons in or about the Premises and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon.

### 12. CONDITION AND UPKEEP/LESSEE MAINTENANCE

The Premises is leased to LESSEE in an "as is" condition and LESSEE agrees to keep the interior of the Premises in good order and repair. ~~LESSEE shall maintain, repair and/or replace all interior non-structural items, if applicable, including, but not limited to:~~

- ~~• all equipment and mechanical systems and components; and~~
- ~~• heating, ventilating and air conditioning systems and components.~~

LESSEE expressly agrees to be entirely responsible for LESSEE's own maintenance, repair and/or replacement of related items located in the Premises, if applicable, including but not limited to;

- doors and door closures;
- locks and keys;
- windows and window glass;
- light fixtures (including new bulbs and new ballasts);
- pest control services within the Premises; and
- bathrooms and bathroom fixtures, toilet seats, faucets, sanitary and storm drains.

~~LESSEE expressly agrees to be entirely responsible for LESSEE's own maintenance, repair, and replacement of the following, including, but not limited to, heating, ventilating and air conditioning systems (HVAC) and components (including changing the air filters at least 4 times per year), any window A/C units, sump pumps, and water heaters, (jointly and separately known as "Units") that are located within OR that service the Premises. LESSOR reserves the right to request proof of maintenance at any time during the Lease Term (and no less than annually), and failure to comply with all maintenance requirements will result in force placement of services at the sole cost of LESSEE.~~

It is understood LESSOR has no obligation to furnish heat, power, lights and/or bulbs beyond those existing in the Premises at the time of space turnover. In a case where LESSOR agrees to perform work to the Premises, at the sole cost of LESSEE, LESSEE shall submit payment to LESSOR for such services within ten (10) days of receipt of invoice from LESSOR. If full payment of said invoice is not received by LESSOR within ten (10) days, a ten percent (10%) late charge on the total remaining balance will be assessed each month along with a fifteen percent (15%) administrative charge until full payment including all pertinent late charges is received by LESSOR.



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### ~~12A. SNOW REMOVAL if applicable~~

~~LESSEE agrees to maintain, via the appropriate snow removal method i.e. shoveling, salting, any sidewalks, walkways, steps, porches, landings, etc. leading from the common parking area up to LESSEE's Premises. Said areas are to be maintained in a manner that shall be sufficient to prevent any cause for injury to anyone visiting the Premises. LESSOR will accept no responsibility or liability for any such injury caused by LESSEE's failure to maintain said areas in a safe manner.~~

### 13. ALTERATIONS, ADDITIONS & IMPROVEMENTS

LESSEE shall not create any openings in the roof or exterior walls nor make any structural alterations or improvements to the Premises without the prior written consent of the LESSOR.

If LESSEE elects, after receiving prior written permission from LESSOR to alter, decorate, or improve the Premises in any way then LESSEE hereby acknowledges and agrees to restore the Premises to the condition prior to LESSEE's occupancy. Said restoration shall include removal of all alterations, additions, improvements, or decorations with LESSOR's approval and shall be completed by LESSEE and at LESSEE's sole cost and expense prior to the termination of the Lease Term.

LESSOR may, at LESSOR's option, agree to accept LESSEE's alterations, additions, improvements, or decorations as a permanent improvement to the Premises and if so then LESSEE hereby acknowledges and agrees to keep the Premises in said improved condition upon termination of the Office Lease Term. Said acceptance by LESSOR is only valid if LESSOR provides said prior notice, in writing, to LESSEE.

The terms and provisions contained in this section shall be in addition to and not in lieu of all terms and provisions contained in this Office Lease and shall not restrict or in any way limit LESSOR's rights and remedies with respect to such alterations or additions or LESSEE's duties and obligations with respect thereto. Notwithstanding anything contained in this Office Lease to the contrary, any venting by LESSEE of equipment to the outside of the Building shall be subject to the express prior written consent of the LESSOR. Prior to the entry into any contract with respect to the delivery of materials or performing work to the Premises; therefore, LESSEE shall furnish LESSOR with plans and specifications, names, and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to the LESSOR and waivers of liens against all claim costs, damages, liabilities, and expenses which may arise in connection with such alterations or additions. Before commencing any work in connection with such alterations or additions, LESSEE shall furnish LESSOR with Certificates of Insurance from all contractors performing labor or furnishing materials insuring LESSOR against all liability which may arise out of or relate to said additions or alterations. The Certificates of Insurance shall name LESSOR as an "Additional Insured". Upon completing any such alterations or completing any such alterations or additions, LESSEE shall furnish LESSOR with contractor's affidavits and full and final waivers of liens and receipted bills covering all labor expended and material used.

All such alterations and/or additions shall comply with all insurance requirements imposed by LESSOR's insurance companies and the requirements of all ordinances, statutes, rules and regulations of the local City, the State of Illinois and the U.S. Government and their respective agencies and departments now or thereafter in effect, including without limitation those relating to pollution and environmental control. All such alterations or additions shall be constructed out of materials approved by LESSOR and shall be constructed in good workmanlike manner. LESSEE shall permit LESSOR to inspect construction operations in connection with such alterations or additions, if LESSOR requests to do so, and LESSEE agrees to repair, remove, or replace any alterations or improvements that have not been completed to LESSOR's satisfaction. All alterations, additions and improvements performed to the Premises during the Office Lease Term will be done strictly at the sole cost of the LESSEE and must meet with LESSOR's full approval and comply with all necessary local, state, federal, N.F.P.A., A.D.A., E.P.A. and O.S.H.A. codes and regulations

### 14. KEYS, LOCKS, LESSOR'S ACCESS

LESSOR shall always have and retain a key with which to unlock all doors in, on and about the Premises and LESSOR has the right to use all means, which LESSOR deems necessary and proper, to open such doors in case of an emergency to obtain entry into the Premises. Any entry to the Premises by LESSOR or LESSOR's representatives shall not under any



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circumstances be construed or deemed to be a forcible or unlawful entry or detainer of the Premises or any eviction, actual or constructive of LESSEE from the Premises, or any portion thereof. LESSOR will not enter the Premises (while occupied by LESSEE), without prior permission, either verbal or written from LESSEE except in the case of an emergency; however, LESSEE acknowledges that LESSOR and its agents, representatives, lenders, investors, prospective buyers, consultants, and contractors may enter the Premises at reasonable times to inspect the Premises for any reasonable business purpose, and during the last year of the Lease to show the Premises to prospective tenants. LESSEE will receive two (2) keys at Premises turnover, any keys issued after the first two (2) keys will be charged to LESSEE at a cost of \$10.00 per key. LESSOR reserves the right to raise this fee to reflect current market pricing. LESSOR will charge \$80.00 per core for any lock change which includes keys, cores and/or door handles. LESSOR's business hours are 8:00 A.M to 4:30 P.M, Monday through Friday, excluding holidays, however LESSOR offers an after-hours emergency service for any calls pertaining to lock-outs prior to or after normal business hours. Any calls to LESSOR during normal business hours, or after business hours pertaining to lockouts, where LESSOR's maintenance personnel assists LESSEE in unlocking the Premises shall be subject to LESSOR's then applicable charges for labor and travel.

No additional locks shall be placed upon any doors of said room without the consent of the LESSOR first had and endorsed upon this Office Lease, and the LESSEE will not permit any duplicate keys to be made (all necessary keys to be furnished by the LESSOR) and upon the termination of the Lease Term, LESSEE will surrender all keys of Premises and Building to LESSOR.

Should any keys issued to LESSEE at Premises turnover not be returned to LESSOR upon termination of the Lease Term, LESSOR shall charge and bill LESSEE, at the rates stated above, to re-core the Premises and for all keys not returned to LESSOR.

### 15. PERSONAL GUARANTY

The LESSOR hereby reserves the right to incorporate into this Lease a Personal Guaranty to be executed by one or more principals of the LESSEE provided such Personal Guaranty is tendered to LESSEE at the time of mutual execution of this Office Lease.

### 16. DEFAULT

(A) If LESSEE shall fail to pay any Rent or any other sum of money due hereunder when due and shall fail to pay the same within five (5) days after written notice from LESSOR that the same is overdue, or if LESSEE shall violate or fail to perform any other provision of this Office Lease and shall fail to correct or perform the same within ten (10) days after written notice thereof from LESSOR, then this Office Lease shall be in default and at any time thereafter LESSOR may at its option:

- i. Cancel and terminate this Office Lease;
- ii. Demand and enforce its demand for the payment of Rent or cure of any non-monetary defaults in this Office Lease, and/or its demand for possession of the Premises; and/or
- iii. Lawfully reenter, take possession of the Premises and remove all persons and property therefrom (such property as may be removed may be disposed of by LESSOR at LESSEE's expense) all with such notice process required by law and without being deemed guilty of trespass, or liable for any loss of damage occasioned thereby.
- iv. If LESSEE shall after default voluntarily give up possession to LESSOR, deliver to LESSOR the keys to the Premises, or both, such actions shall be deemed to follow LESSOR's rights and the acceptance thereof by LESSOR shall not be deemed to constitute a surrender of the Premises. Should LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law or by this Office Lease, it may cancel this Office Lease pursuant to the rights reserved elsewhere in this Lease, or it may from time to time, without canceling this Office Lease, make such alterations and repairs as may be necessary in order to re-let the Premises; and re-let said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Office Lease) and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable; upon each such reletting all rentals received by the LESSOR from such

  
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## OFFICE LEASE

reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR, second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney's fees and of costs of such alterations and repairs, third, to the payment of rent or additional rent due and unpaid hereunder and the residue, if any, shall be held by LESSOR and applied in payment of future rent or damage as the same may become due and payable hereunder; and if such rentals received from such reletting during any month be less than that to be paid during that month by LESSEE hereunder, LESSEE shall pay any such deficiency to LESSOR, the same to be calculated and paid monthly. No such reentry or taking possession of said Premises by LESSOR shall be construed as an election on its part to cancel this Office Lease unless a written notice of such intention be given to LESSEE or unless the cancellation thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to cancel this Office Lease for such previous breach.

- v. In any event, LESSOR shall use reasonable efforts to mitigate its damages by reason of LESSEE's default.
- vi. In case suit shall be brought because of the breach of this Office Lease on the part of LESSEE or LESSOR and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefor, including reasonable attorneys' fees.
- vii. LESSOR's and LESSEE's rights and remedies shall be cumulative and may be exercised and enforced concurrently. Any right or remedy conferred upon LESSOR or LESSEE under this Office Lease shall not be deemed to be exclusive of any other right or remedy it may have.


In the event of any such monetary and/or non-monetary default or breach by LESSEE, LESSOR may, at its election and without limiting LESSOR's other rights and remedies, accelerate the payment of all Rent and other monetary sums payable by LESSEE for the balance of the Lease Term and upon any such elections such sums shall be immediately due and payable in full.

(B) In the event a material obligation of LESSOR under this Office Lease requires immediate attention, LESSEE shall promptly notify LESSOR. In the event LESSOR does not promptly respond, or in the event LESSEE cannot successfully contact LESSOR, LESSEE shall have the right to perform such obligation on behalf of LESSOR. LESSOR shall reimburse LESSEE for all reasonable costs incurred by LESSEE in performing such obligation of LESSOR within thirty (30) days after delivery of an invoice to LESSOR describing such costs. In the event LESSOR fails to perform any non-emergency covenant or provisions required of LESSOR under this Office Lease by LESSOR, LESSEE shall notify LESSOR of such LESSOR default, and if within thirty (30) days after LESSEE's notice to LESSOR, LESSOR has not cured such default, or if such default is incapable of being cured in thirty (30) days, LESSOR has not commenced such cure within thirty (30) days and thereafter completes the same with due diligence, LESSEE shall have the right, but not the obligation, to cure such default on behalf of LESSOR, at LESSOR's expense after notice of LESSEE's intent to do so. LESSEE may also perform any obligation of LESSOR, without notice to LESSOR, should such performance be an emergency, or LESSEE reasonably determines that such default by LESSOR will result in the cancellation of any insurance policy maintained by LESSEE. If LESSEE incurs any expense in performing, instituting, prosecuting and/or defending any action or proceeding by reason of any emergency, or as result of any default by LESSOR, LESSOR shall reimburse LESSEE for the same, with interest calculated thereon at the Default Rate from the date such payment is first due LESSEE. The term "Default Rate" as used herein means the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate of interest that may lawfully be charged to the party then required to pay interest under this Office Lease. If LESSOR fails to reimburse LESSEE for such expenses or fail to pay LESSEE for any other sums it is due hereunder, within thirty (30) days of the date due, LESSEE shall have the right to offset any such expenses and amounts against any Rent or other charges due LESSOR under this Office Lease.

(C) LESSOR shall not be charged with default in any of its obligations hereunder unless and until LESSOR shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default), after receipt or refusal of written notice to LESSOR by LESSEE, describing such failure. If LESSOR fails to pay any amount due or perform any other obligation under this Office Lease for more than thirty (30) days (or such additional time as is reasonably needed to correct any such default) after LESSEE notifies LESSOR of the nonpayment or nonperformance, LESSEE, as its only remedies, may exercise any one or more of the following remedies:



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## OFFICE LEASE

- i. LESSEE may cure the default and bill LESSOR for the cost;
- ii. LESSEE may recover from LESSOR any damages (excluding consequential) resulting from LESSOR's default; or
- iii. sue for injunctive relief and/or specific performance.

### 17. LESSEE'S USE OF PREMISES

LESSEE hereby agrees to use the Premises solely for massage therapy ("Intended Purpose") and if LESSEE's use of the Premises conflicts in any way with the Intended Purpose, LESSOR shall have the option to declare LESSEE in default and thereby terminate this Office Lease with a prior thirty (30) day written notice to LESSEE.

### 18. LICENSES AND PERMITS

LESSEE shall be responsible for obtaining all licenses and permits necessary for its use and occupancy of the Premises and LESSEE shall comply, at its own cost and expense, with all laws now existing or hereafter enacted; with all rules and requirements pertaining to health, fire and safety; and with all other state, county and municipal requirements affecting the use, operation and cleanliness of the Premises. LESSEE shall be solely responsible to make certain that LESSEE follows all municipal ordinances and codes, including, without limitation zoning ordinances applicable to the Premises with the full understanding and acknowledgement that LESSOR makes no such warranty that LESSEE proposed use of the Premises follows any state, federal or local law or ordinance of any kind. LESSEE acknowledges and agrees that the Premises is being leased in an "AS IS" condition and makes no warranty, guaranty, or representation, whether written or oral, that the Premises is suitable for LESSEE's intended purpose.

### 19. ASSIGNMENT AND SUBLETTING

LESSEE shall neither sublet the Premises or any part thereof, nor assign this Office Lease, nor permit by any act or default any transfer of LESSEE's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the prior written consent of LESSOR, which shall not be unreasonably withheld.

Additionally, any Change of Control occurring without LESSOR's prior written consent, not to be unreasonably withheld, shall, at LESSOR's option, be deemed a default under this Office Lease and may be treated as an unauthorized assignment, entitling LESSOR to exercise any remedies available under this Office Lease, including termination. "Change of Control" shall mean any event resulting in a change in the entity or person(s) who own or control, directly or indirectly, a majority of the voting shares, membership interests, partnership interests, or other ownership interests in the LESSEE (including, without limitation, by sale, transfer, assignment, merger, consolidation, reorganization, or operation of law), and/or any direct or indirect sale or transfer of all or substantially all of the LESSEE's assets.

### 20. END OF TERM/HOLDOVER

LESSEE shall quit and surrender the Premises at the end of the term in as good a condition as the reasonable use thereof will permit, with all keys thereto. Any alterations which may be made by either party hereto upon the Premises, except moveable furniture and fixtures put in at the expense of LESSEE, shall be the property of LESSOR, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Office Lease. Upon expiration of the term of this Lease, the LESSEE shall deliver the Premises to the LESSOR in broom clean condition, pursuant to the terms and conditions of Section 4 of this Office Lease.

LESSEE shall restore the Premises to LESSOR, with glass of like kind and quality in the doors and windows thereof, entire, and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.

LESSEE will, at the termination of this Office Lease by lapse of time or otherwise, yield up immediate possession to LESSOR, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, a per diem

  
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## OFFICE LEASE

rate equal to **double** the daily gross Rent that exists at the time of termination of this Office Lease by lapse of time or otherwise, but the provisions of this clause shall not be held as a waiver by LESSOR of any right of re-entry as hereinafter set forth; nor shall the receipt of said Rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Office Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

It shall be lawful for the LESSOR or his legal representative at any time thereafter, without notice, to re-enter the Premises of any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the LESSEE or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this Office Lease, without prejudice to any remedies which might otherwise might be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the LESSEE hereby authorizes and requests the LESSOR as LESSEE's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of LESSEE, and proceed to re-rent the Premises at the LESSOR's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this Office Lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the LESSOR, except as required by Illinois statute. If the LESSEE shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the LESSOR, by reason thereof shall be authorized to declare the term ended, and the LESSEE hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or LESSOR and LESSEE, and agrees that the LESSOR, his agents or assigns may begin suit for possession or rent without notice or demand.

In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the LESSEE hereby authorizes and requests that the LESSOR sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage, and sale to apply towards the Rent reserved herein, rendering the overplus, if any, to LESSEE upon demand.

### 21. OPTION TO TERMINATE

If the LESSOR, his successors, attorneys, or assigns shall desire to regain the possession of the Premises herein described, for any reason, LESSOR shall have the option of so doing upon giving the LESSEE thirty (30) days' prior written notice of LESSOR's election to exercise such option.

### 22. CONFESSION OF JUDGEMENT

If default be made in the payment of rent, or any installment thereof, as herein provided, LESSEE hereby irrevocably constitutes any attorney of any Court of Record in this State, attorney for LESSEE and in LESSEE's name, from time to time, to enter the appearance of LESSEE, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of LESSOR against LESSEE for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

### 23. PLURALS; SUCCESSORS

The words "LESSOR" and "LESSEE" wherever used in this lease shall be construed to mean LESSORS or LESSEES in all cases where there is more than one LESSOR or LESSEE, and to apply to individuals, male or female, or to firms or corporations, as the same be described as LESSOR or LESSEE herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of LESSOR and LESSEE and their respective heirs, legal representatives, successors, and assigns.

Each lease signer of this Office Lease is jointly and severally liable for all Office Lease obligations. If any lease signer, occupant, or guest violates the Office Lease, all lease signers are considered to have violated this Office Lease. LESSOR's requests and notices to any one lease signer constitutes notice to all lease signers and occupants. Notices and requests from

  
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## OFFICE LEASE

any one lease signer or occupant (including repair requests and entry permissions) constitute notice from all lease signers. In eviction suits, each lease signer is considered the agent of LESSEE in the Premises for service of process. A notice to vacate must be signed by all lease signers or it will not be considered valid.

### 24. CONFIDENTIALITY CLAUSE.

It is understood and agreed that the terms and conditions of this Office Lease between LESSOR and LESSEE shall remain confidential. LESSEE, its principals, employees, and representatives shall not discuss the lease terms, rates, conditions, covenants and/or agreements with any third party unless authorized by or requested to do so by LESSOR. Any breach of confidentiality by LESSEE shall be deemed a material default hereunder and in which event, LESSOR shall exercise their default remedies, including, but not limited to, immediate termination of this Office Lease.

### 25. CONDEMNATION

If the entire Premises shall be taken by condemnation, or in any other manner, for any public or quasi-public purpose (collectively "Total Condemnation"), then either party shall have the right to terminate this lease upon thirty (30) days written notice. However, no temporary taking of the Premises shall terminate this Office Lease or entitle LESSEE to any abatement of the Rent payable to LESSOR under this Office Lease.

If part of the Premises is condemned such that, in LESSEE'S reasonable opinion, the Premises cannot be restored to an economically viable condition (collectively "Partial Condemnation"):

- a. Either LESSOR or LESSEE may terminate this Lease upon thirty (30) days prior written notice to the other; or
- b. Rent shall be adjusted to reflect the reduced amount of rentable area in the Premises; and LESSOR shall restore the Premises, but only to the extent of funds available to LESSOR from the consideration paid for such taking.

This Partial Condemnation shall only take effect if more than fifty percent (50%) of the Premises are taken by condemnation.

In the event of Total Condemnation or Partial Condemnation, LESSEE shall not be entitled to any part of the award. LESSEE hereby expressly waives any right or claim to any part of such amount and assigns to LESSOR any such right or claim.

LESSEE shall have the right, to the extent the same does not reduce LESSOR'S award of compensation and damages, to bring a separate action against the condemning authority for, the recovery of LESSEE'S moving expenses, displacement expenses, loss of business, and damage to LESSEE'S personal property.

### 26. ENTIRE AGREEMENT

This Lease constitutes the entire agreement of LESSOR and LESSEE with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may only be amended by an instrument in writing signed by both parties hereto.

### 27. NOTICE

All notices provided under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery addressed to LESSOR and LESSEE at the applicable notice address as provided in the introduction paragraph on page 1 of this Lease.

### 28. SEVERABILITY

If any clause of this Lease is illegal, invalid, or unenforceable under present or future laws, then and in that event, it is the intention of the parties that such clause be replaced with a valid clause of similar meaning and that the remainder of this Lease shall not be affected.



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## OFFICE LEASE

### 29. ATTORNEYS' FEES

In the event either party initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorneys' fees, filing fees and court costs.

### 30. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one and the same agreement. The signature of a party transmitted electronically or by facsimile, PDF and/or other electronic image file format shall constitute and have the same force and effect as the original signature of the party.

### 31. FORCE MAJEURE

Except for monetary obligations, neither LESSOR nor LESSEE shall be responsible for delays in the performance of its obligations hereunder caused by acts of God, governmental restrictions or regulations, enemy or hostile governmental action and other causes beyond the reasonable control of LESSOR or LESSEE, as the case may be ("Force Majeure").

### 32. MECHANIC'S LIEN

LESSEE will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien LESSEE will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from LESSOR or the LESSEE, LESSOR shall have the right and privilege at LESSOR's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from LESSEE to LESSOR and shall be repaid to LESSOR immediately on rendition of bill therefore.

### 33. LESSOR WORK

LESSOR shall, at LESSOR's sole cost and expense, clean out the skylight in the Premises prior to LESSEE taking possession of the Premises.

### 34. CHOICE OF LAW

This Office Lease shall be governed, in all respects, by the laws of the State of Illinois.

It is understood and agreed between the LESSEE and the LESSOR that no assent or consent in or waiver of any part of this Office Lease has been or can be made unless done in writing and endorsed hereon by the LESSOR; and in such case it shall operate only for the time and purpose in such lease expressly stated.

Time is of the essence as to the performance of LESSEE's and LESSOR's obligations under this Office Lease.

All riders, exhibits, amendments & diagrams are hereby attached and therefore made a part of this Office Lease.

The date that LESSOR executes this Office Lease will be considered the "Date of Lease".

**SIGNATURE PAGE TO FOLLOW**



LESSEE's Initials

Page 15 of 23




LESSOR's Initials

**OFFICE LEASE**

**APPROVED & ACCEPTED:**

**LESSEE:**

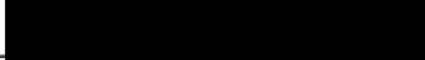
**RYAN HOLLOWELL**

By:   
Ryan Hollowell

Date: 1/29/26

**LESSOR:**

**BATAVIA ENTERPRISES, INC**

By:   
Austin Dempsey, CEO

Date: 2/2/26



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**OFFICE LEASE**

**PERSONAL GUARANTEE**

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of Rent and performance by LESSEE, LESSEE's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

By:   
Ryan Hollowell

Date: 1/29/20

**NOTARY**

State of Illinois, County of Kane

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ryan Hollowell personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this 29 day of January, 2020

(seal)

  
\_\_\_\_\_  
Notary Public



  
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OFFICE LEASE

**EXHIBIT A - Rent Schedule**

<u>Year</u>	<u>Size</u>	<u>Per SF</u>	<u>Monthly</u>	<u>Annually</u>
1	258	\$14.00	\$301.00	\$3,612.00

**NNN'S SCHEDULE**

**(Estimated Figures from 2025 Actual Billings) \***

<u>Year</u>	<u>Size</u>	<u>Charge</u>	<u>Per SF</u>	<u>Monthly</u>	<u>Annually</u>
1	258	Taxes	\$0.51	\$10.96	\$131.58
1	258	Insurance	\$0.13	\$2.79	\$33.54
1	258	CAM	\$1.66	\$35.69	\$428.28
		TOTALS	\$2.30	\$49.44	\$593.92

\* The NNN's are reconciled and invoiced once per lease year. LESSOR reserves the right to change these figures at any time throughout the year due to increases in actual expenses

**UTILITY USAGE FEES**

<u>Year</u>	<u>Monthly</u>	<u>Annually</u>
1	\$19.56	\$234.72

\* The Utility Fees are reconciled and invoiced once per lease year. LESSOR reserves the right to change these figures at any time throughout the year due to increases in actual expenses

Total rent and other charges due by the 1<sup>st</sup> of each month during the first year of the Lease Term: **\$370.00**

  
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OFFICE LEASE

**EXHIBIT B - Insurance Requirements**

Insurance to be carried by LESSEE for entire Lease Term. Minimum insurance shall be in accordance with the following schedule:

**General Liability Insurance Required:**

\$1,000,000 Per occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal & Advertising Injury

\$5,000 Medical Payments

In addition to the above:

Legal Liability in the amount of \$300,000.00.

LESSOR needs to be named as an "additional insured" with respect to general liability utilizing ISO Form CG2011 04/13 or its equivalent for the Premises.

This additional insured will be on a primary and non-contributory basis. Waiver of subrogation in favor of all additional insureds.

LESSEE or LESSEE's insurance carrier must provide LESSOR with renewal certificates at each renewal period and/or any notice of cancellation.

Thirty (30) day notice of cancellation for material change, ten (10) days' notice of nonpayment required.

**Workers Compensation And Employer's Liability:**

Coverage A: Statutory Limits, Coverage B: \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit. Policy shall not contain exclusion eliminating coverage for liability assumed under a contract, including any agreement by the subcontractor to waive their right to limit their liability for contribution to the amount of benefits payable under the Worker's Compensation Act and the Workers Occupational Disease Act. Waiver of subrogation in favor of all additional insureds.



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OFFICE LEASE

**EXHIBIT C - LESSEE Information/Contact Sheet**

COMPANY NAME: Uplift Integrative PRIMARY CONTACT NAME: [REDACTED]  
MAILING ADDRESS [after lease is executed]: [REDACTED]  
PREMISES ADDRESS: 1020 Cedar Ave, unit 206 UNIT #: \_\_\_\_\_  
PRIMARY PHONE #: [REDACTED] PRIMARY FAX #: \_\_\_\_\_  
PRIMARY EMAIL ADDRESS: [REDACTED] MOVE-IN DATE: 3/1/26  
Preferred Correspondence Method: Regular Mail: \_\_\_\_\_ Email:  Phone: \_\_\_\_\_

In case of emergency please contact the following:

1<sup>st</sup> Contact Name: Cassandra Hollowell Phone#: [REDACTED]  
2<sup>nd</sup> Contact Name: Lynn Oberg Phone#: [REDACTED]  
3<sup>rd</sup> Contact Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

**KEY REQUIREMENTS**

# OF KEYS TO SUITE: 2 KEY# \_\_\_\_\_  
# OF KEYS TO BUILDING: 2 KEY# \_\_\_\_\_  
Mailbox required:  Yes \_\_\_\_\_ No \_\_\_\_\_ # of Mailbox keys: \_\_\_\_\_  
Who is authorized to request duplicate keys? Cassandra Hollowell  
Primary contact in case of an employee lock out? [REDACTED]  
Contact Name: Ryan Hollowell Phone#: [REDACTED]

**BUSINESS HOURS:**

Monday – Friday: 9-5 Saturday: 10-1 Sunday: X

[Signature]  
LESSEE's Initials

[Signature]  
LESSOR's Initials

OFFICE LEASE

**EXHIBIT D - Rules and Regulations**

Building Address: 1020 Cedar Avenue, St. Charles, IL 60174

**SIGNAGE (please indicate how you want your name to read) \***

DIRECTORY (if available): Uplift Integrative Wellness

SUITE DOOR (if available): Uplift Integrative

MONUMENT (based on availability and LESSOR approval) \*:

(\*additional fees may apply)

- LESSEE agrees that there shall be no storage of any trucks, dumpsters, trailers, vehicles, or storage containers of any kind in the parking areas that serve the Premises and the Building without LESSOR's prior written approval. For daily parking for LESSEE's employees and guests, LESSEE shall have access to the designated parking areas assigned to the Building, however the number of parking spaces shall not exceed the current City code for office Buildings in the City of St. Charles.
- The Building hours when the Building will be unlocked are 6:30AM to 9:00PM, Sunday through Saturday.
- Smoking of any product, tobacco related or otherwise, is not permitted within the Premises and/or the Building. LESSOR, at LESSOR's discretion, may terminate this Office Lease if LESSEE or LESSEE's employees, invitees, customers, etc. violate this clause when within the confines of the Premises, or the Building.
- LESSEE shall not place any painted or exterior sign, placard or other advertising media, banners, pennants, aerials, antennas, projections, awning, or devices of any kind whatsoever on the site or on the exterior of the Premises and/or Building; except a sign on the front which shall consist of the design and conformity approved in writing by LESSOR prior to installation of such signs and at the LESSEE's expense. Said sign shall remain the property of the LESSOR except that LESSOR reserves the right to have LESSEE remove or paint over said sign if LESSOR elects.

No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of the Premises and/or Building, except on the glass of the doors and windows of the Premises and on the directory board, and then only of such color, size, style, and material as shall be first specified by the LESSOR in writing, endorsed on this Office Lease. No showcase shall be placed in front of the Building by LESSEE, without the written consent of LESSOR. The LESSOR reserves the right to remove all other signs and showcases without notice to the LESSEE, at the expense of the LESSEE.

- LESSOR gives and grants to the LESSEE the right and privilege of using, with a neighboring tenant and/or owner of the Premises for the purpose of ingress and egress, the existing driveways and parking lots. LESSOR grants LESSEE the continual right of ingress and egress.
- LESSEE shall not put up or operate any steam engine, boiler, machinery, or stove upon the Premises, or carry on any mechanical business on the Premises without the written consent of the LESSOR first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.
- All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the LESSOR; the LESSOR shall in all cases retain the power to prescribe the proper position of such safes, and any damages done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the LESSEE. Furniture, boxes, or other bulky articles belonging to LESSEE shall be carried up into the Building; packages which

      
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## OFFICE LEASE

can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down at such times as may be allowed by the management.

- LESSEE recognizes LESSOR is under no obligation to furnish salvage service or janitorial service for the Premises. If LESSOR develops a trash program with one common collector, LESSEE will join the program for trash removal, provided the rates are competitive and the program is compatible with LESSEE's business. LESSEE will be billed directly by salvage service, with rate and future increases being determined by service, by the type and volume of trash created by LESSEE.
- No person or persons other than the maintenance personnel for the Building shall be employed by LESSEE for the purpose of taking charge of Premises without the written consent of LESSOR first had and endorsed upon this Office Lease. Any person or persons employed by LESSEE (with the written consent of the LESSOR) must be subject to and under the control and direction of the maintenance personnel for the Building in all things in the Building and outside of the Premises. The agent and maintenance personnel of the Building shall always keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.
- LESSEE recognizes LESSOR is not obligated to provide guard and/or security for the Premises and LESSEE shall not hold LESSOR liable for any loss of property or personal effects in, on or about the Premises.
- LESSEE shall not leave doors and/or windows open and/or unlocked upon leaving the Premises. Failure to secure the Premises and for any neglect or carelessness in these respects, or any of them, shall make LESSEE liable to make good all injuries sustained by other tenants and all damage to the Building resulting from such default or carelessness.
- LESSEE shall only use the Premises for the specified use pursuant to the LESSEE'S Use section of this Office Lease, but LESSEE shall not injure, overload, deface or otherwise harm site, Building or Premises nor permit the emitting of any objectionable noise or odor which will invalidate or increase the cost of any of the LESSOR's insurance (including the keeping or storage of articles of dangerous flammable or explosive character), or which would increase the danger of fire in the Premises or in the Building in which the same is located. LESSEE further agrees that LESSEE shall not perform any illegal or immoral acts on or within the Premises, nor permit same, nor perform any acts or permit the emitting of any objectionable noise or odor which may prove to be dangerous or objectionable to neighboring tenants.

The Premises shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose. Birds, dogs, or other animals shall not be allowed in Building, unless such animal is deemed a service animal, and LESSEE shall obtain prior written approval by LESSOR so that such service animal shall be allowed in the Building and Premises.

- LESSEE shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials (as defined below) upon or about the Premises, or permit LESSEE employees, agents, contractors, invitees, and other occupants of the Premises to engage in such activities upon or about the Premises. However, the foregoing provisions shall not prohibit releases pursuant to permits issued by governmental authority or the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in the LESSEE's business: (i) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of LESSEE's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturer's instructions therefore, (ii) such substances shall not be disposed of, released or discharged in the Premises, and shall be transported to and from the Premises in compliance with all applicable Laws, and as LESSOR shall reasonably require, (iii) if any applicable Law or LESSEE's trash removal contractor requires that any such substances be disposed of separately from ordinary trash. LESSEE shall decide at LESSEE's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by LESSOR), (iv) any remaining such substances shall be completely, properly, and lawfully removed from the Premises upon expiration or earlier termination of this Lease, and (v) for purposes of removal and disposal of any such substances. LESSEE shall be named as the owner and generator, obtain a waste generator identification number, and execute all permit applications, manifests, waste characterization documents and any other required forms.



LESSEE's Initials



LESSOR's Initials

## OFFICE LEASE


- It is LESSEE's responsibility to provide in good working order adequate fire extinguishers to protect their contents within the Premises. The provisions of the National Fire Protection Association specify the type, size and quantity based on type of operation and it is the LESSEE's responsibility to comply with these provisions. LESSEE is responsible not only for providing these extinguishers; but also, for the annual inspections, maintenance and upkeep.
- LESSEE agrees and understands that if new sprinkler heads or extensions within the Premises are needed to comply with the National Fire Prevention Association, as well as local City Fire Department codes and regulations because of LESSEE's additions or equipment, such heads and labor for the installation will be at the LESSEE's expense.

LESSEE agrees that if LESSEE damages the site, Building or Premises in any way as mentioned above, LESSEE will be held fully responsible to pay all costs for repairs, replacements or removal of damaged items or area. The same will apply to any damage incurred or modifications needed because of LESSEE's operations, activities, or neglect thereof.

LESSOR reserves the right to make such other and further reasonable rules and regulations as in their judgment may from time to time be needful for the safety, care and cleanliness of the Premises and Building and for the preservation of good order therein.



LESSEE's Initials



LESSOR's Initials



Cut on Dotted Line ✂

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 4843699



Cut on Dotted Line ✂



# Certificate of Insurance

## OCCURRENCE COVERAGE ABMP In-Dues Liability Program

**ABMP MAILING ADDRESS:**

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

**MASTER POLICY HOLDER**

Allied Professionals Insurance RPG

**AGENT/BROKER**

Allied Professionals' Insurance Services

**ISSUED BY:**

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

**POLICY #:** API-ABMP-26**LIABILITY LIMITS***(per member)***COMMERCIAL GENERAL LIABILITY**

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

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

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

**COVERAGES**

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

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

**ADDITIONAL INSURED:***(with inception date)*

City of St Charles	Mar 05, 2026
Batavia Enterprises INC	Feb 25, 2026

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

**CERTIFICATE HOLDER**

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

Member/Named Insured: Ryan Hollowell  
 Membership I.D. #: 1583804  
 Member/Policy Term Active: Feb-25-2026  
 Member/Policy Term Expires: Feb-24-2027  
 Total Member Cost: \$ 229 (ABMP Membership, including Member Liability Coverage)

**Authorized Representative**

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



Illinois Department of Financial and  
Professional Regulation

## Lookup Detail View

### Contact

#### Contact Information


Name	City/State/Zip	DBA / AKA
Ryan B Hollowell	Streamwood, IL 60107	

### License

#### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
227023777	Licensed Massage Therapist	ACTIVE	09/26/2024	12/06/2024	12/31/2026	N

Generated on: 3/24/2026 9:17:46 AM

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 11
	Title:	Discussion regarding a Complaint of Violation and Hearing Notice for VVAAMA, Inc. d/b/a Global Brew Tap House, located at 2100 Prairie Street, St. Charles.	
	Presenter:	<b>Daniel Likens, Police Chief</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 20, 2026	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b> \$ N/A	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>This is a complaint of violation being brought before the Liquor Control Commission to determine whether the St. Charles Local Liquor Control Commission, pursuant to this authority, shall revoke or suspend the local liquor license issued or impose a fine upon by reason of the Complaint of Violation filed by the Police Department at the establishment of VVAAMA, Inc. d/b/a Global Brew Tap House, located at 2100 Prairie Street, St. Charles.</p>			
<b>Attachments</b> (please list):			
Citation, Notice of Hearing			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Discussion regarding a Complaint of Violation and Hearing Notice for VVAAMA, Inc. d/b/a Global Brew Tap House, located at 2100 Prairie Street, St. Charles.			

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

**BEFORE THE LOCAL LIQUOR CONTROL COMMISSION  
OF THE CITY OF ST. CHARLES, ILLINOIS**

IN THE MATTER OF THE LIQUOR )  
LICENSE OF: )  
 ) Case Number  
VVAAMA INC. )  
d/b/a GLOBAL BREW TAP HOUSE )  
2100 Prairie Street )  
St. Charles, Illinois 60174 )

**NOTICE OF HEARING**

TO: VVAAMA INC. d/b/a GLOBAL BREW TAP HOUSE  
2100 Prairie Street  
St. Charles, Illinois 60174

**PLEASE TAKE NOTICE THAT** on April 20, 2026 at the hour of 4:30 p.m., in the City Council Chambers at the St. Charles City Hall, 2 East Main Street, City of St. Charles, Illinois, the St. Charles Local Liquor Control Commission shall conduct a hearing pursuant to Chapter 5.08.320 of the Municipal Code of the City of St. Charles and the Liquor Control Act of 1934, 235 ILCS 5/1-1, *et seq.*

The purpose of said hearing shall be to determine whether the St. Charles Local Liquor Control Commission, pursuant to this authority, shall revoke or suspend the local liquor license issued to you or impose a fine upon you, or both, by reason of the Complaint of Violation filed by the Chief of Police, Daniel Likens, a copy of which is attached.

**AT WHICH TIME AND PLACE YOU MAY APPEAR AND DEFEND. YOU MAY BE REPRESENTED BY AN ATTORNEY IF YOU SO CHOOSE. ATTACHED HERETO IS AN ARRAIGNMENT FORM, WHICH IS INCORPORATED HEREIN. THE ARRAIGNMENT FORM SHOULD BE COMPLETED AND FILED WITH THE CITY CLERK WITHIN THREE (3) BUSINESS DAYS PRIOR TO THE HEARING. IF YOU FAIL TO FILE THE ARRAIGNMENT FORM WITHIN THREE (3) BUSINESS DAYS PRIOR TO THE HEARING AND/OR IF YOU FAIL TO APPEAR AT THE HEARING, YOU WILL BE FOUND GUILTY OF THE VIOLATION BY DEFAULT AND THE ST. CHARLES LOCAL LIQUOR CONTROL COMMISSION WILL DETERMINE THE APPROPRIATE PENALTY.**

**YOU ARE ADVISED THAT IF A HEARING IS HELD AND YOU ARE FOUND GUILTY AFTER THE HEARING, THEN, IN ACCORDANCE WITH SECTION 5.08.320(B) OF THE ST. CHARLES MUNICIPAL CODE, YOU WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY AND ALL OUT OF POCKET EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, COURT REPORTER APPEARANCE FEES AND THE COST OF HAVING POLICE OFFICERS AND WITNESSES PRESENT TO TESTIFY. ANY AND ALL QUESTIONS MUST BE DIRECTED TO THE CITY ATTORNEY, JOSEPH H. MCMAHON, AT E-MAIL [JMCMAHON@GWMWLAW.COM](mailto:JMCMAHON@GWMWLAW.COM) OR 630-262-0544 OR TO THE CITY CLERK, JESSICA BRIDGES, AT 630-377-4422.**

**DATED** this 10<sup>th</sup> day of April, 2026.

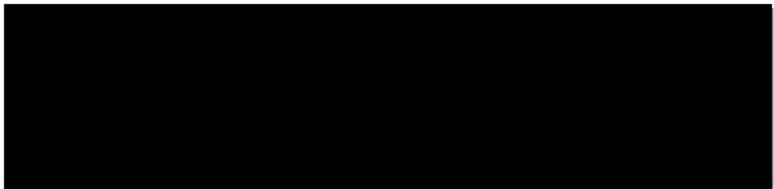
cc: Heather McGuire, City Administrator  
Daniel Likens, Chief of Police

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

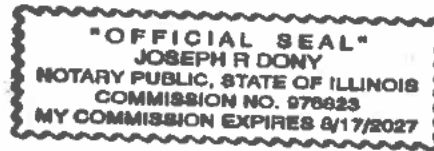
CERTIFICATE OF SERVICE

The undersigned, being first duly sworn on oath, deposes and states that he did serve a copy of the Notice of Hearing upon the person to whom it is directed by leaving a copy with said individual as follows: JARED M. BURGoyNE at 07/15/86  
4PM on the 13 day of APRIL, 2026.



SUBSCRIBED AND SWORN to before me  
this 13 day of APRIL, 2026.

  
\_\_\_\_\_  
NOTARY PUBLIC



# ARRAIGNMENT FORM

Case Number

I, \_\_\_\_\_, as agent for VVAAMA, Inc. d/b/a GLOBAL BREW TAP HOUSE, being a licensee charged with a violation of the Municipal Code of the City of St. Charles, Title 5, Chapter 5.08.250(S)(1) and 235 ILCS 5/6-16(a)(i) of the Illinois Liquor Control Act of 1934 at **2100 Prairie Street, St. Charles, Illinois 60174**, do hereby enter a plea of:

Guilty, but request a hearing in mitigation in which I will be given an opportunity to present evidence in support of my position to minimize any penalty.

Guilty, I do not request a hearing.

Not Guilty. I request a hearing.

TAP HOUSE

VVAAMA, Inc. d/b/a GLOBAL BREW

Signature: By: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

**Form can be delivered personally during normal business hours at 2 E. Main St., St. Charles, IL 60174 or e-mailed to the attention of Jessica Bridges at [jbridges@stcharlesil.gov](mailto:jbridges@stcharlesil.gov)  
Hard copy must follow by U.S. Mail**

**Form can be e-mailed to the attention of Joseph H. McMahon and Patrick M. Griffin at [jmcmahon@gmwlaw.com](mailto:jmcmahon@gmwlaw.com) and [pgriffin@gmwlaw.com](mailto:pgriffin@gmwlaw.com)  
Hard copy must follow by U.S. Mail**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

**BEFORE THE LOCAL LIQUOR CONTROL COMMISSION  
OF THE CITY OF ST. CHARLES, ILLINOIS**

IN THE MATTER OF THE LIQUOR )  
LICENSE OF: )  
 ) Case Number  
VVAAMA INC. )  
d/b/a GLOBAL BREW TAP HOUSE )  
2100 Prairie Street )  
St. Charles, Illinois 60174 )

**COMPLAINT OF VIOLATION**

**NOW COMES** the Petitioner, Dan Likens, Chief of Police of the City of St. Charles, Illinois, and files this Complaint before the Local Liquor Control Commission of the City of St. Charles, Illinois, and states as follows:

**Parties**

1. The Petitioner is the duly appointed Chief of Police of the City of St. Charles and as such is charged with the duty of enforcing the laws of the State of Illinois and the ordinances of the City of St. Charles.

2. The Licensee, VVAAMA Inc. d/b/a Global Brew Tap House (“Global Brew”), is a business located at 2100 Prairie Street, St. Charles, Illinois 60174 (the “Premises”), holding a liquor license issued to it by the St. Charles Liquor Control Commission under the Illinois Liquor Control Act. Global Brew is responsible for the acts of its employees, officers and agents and is required to ensure that no violations of state law or ordinances of the City of St. Charles take place on said premises.

**Jurisdiction and Nature of Action**

3. The City of St. Charles Local Liquor Control Commission is the duly appointed

authority responsible for the enforcement of the Illinois Liquor Control Act and the Municipal Code of the City of St. Charles, Illinois (the "St. Charles Municipal Code").

4. The Local Liquor Control Commission "shall be composed of five (5) members. The Local Liquor Control Commissioner shall be the Mayor of the City of St. Charles and the Chairman of the Local Liquor Control Commission for purposes of presiding over its meetings. The other four (4) members of the Commission shall be appointed by the Local Liquor Control Commissioner." Section 5.08.030 of the St. Charles Municipal Code.

5. This is an action for Global Brew's violations of the St. Charles Municipal Code under Title 3, Title 5, and Title 15.

Count I – Failure to Timely File Tax Returns and Pay Alcohol Tax

6. Global Brew failed to timely file tax returns and remit the City alcohol tax for the following periods:

- a. December 2024, due January 31, 2025;
- b. August 2025, due September 30, 2025;
- c. September 2025, due October 31, 2025;
- d. October 2025, due November 30, 2025;
- e. November 2025, due December 31, 2025;
- f. December 2025, due January 30, 2026;
- g. January 2026, due February 28, 2026;
- h. February 2026, due March 31, 2026;

7. Global Brew's failure to timely file tax returns and pay the corresponding alcohol taxes constitutes a violation of Section 3.42.080 of the St. Charles Municipal Code, which provides:

The owner of each liquor establishment within the City shall file tax returns showing tax receipts received during each monthly period on forms prescribed by the Mayor. The returns shall be due on or before the last day of the calendar month next succeeding the end of the monthly filing period. Said tax return shall be filed monthly even if no tax is due to the City.

At the time of filing such returns, the owner shall pay to the City all taxes due for the period to which the tax return applies, less a commission of one percent (1%) of the amount of the tax . . . . No commission may be claimed by an owner for taxes not timely remitted to the City.

8. In addition, this failure violates 5.08.250(W) of the St. Charles Municipal Code, which states:

*Payment of taxes, fees, charges and other monies to City when due.*  
It is the obligation of every licensee to pay the City, ON OR BEFORE THE DUE DATE, each and every tax (including, but not limited to the St. Charles Alcohol Tax), fee, charge or other monetary obligation imposed by and/or owed to the City by said licensee.

9. Section 5.08.250 of the St. Charles Municipal Code further provides:

There is a zero tolerance policy. The Citation shall be prosecuted to its conclusion, regardless of whether the payment is subsequently made after the due date.

**WHEREFORE**, the Petitioner, Dan Likens, Chief of Police, requests, pursuant to Section 5.08.320 of the St. Charles Municipal Code, that the Local Liquor Control Commission hold a hearing on this matter and take such action against VVAAMA INC. d/b/a GLOBAL BREW TAP HOUSE as the Commission shall deem appropriate under the circumstances.

Count II – Failure to Timely Pay Late Fees

10. Global Brew also failed to timely pay the late fees associated with its unpaid alcohol taxes for August 2025, September 2025, October 2025, November 2025, December 2025, January 2026 and February 2026.

11. This failure constitutes a violation of Section 3.42.090 of the Municipal Code of St. Charles, which provides:

If for any reason a tax return required by this chapter is not filed, or a tax imposed under this chapter is not paid when due, a penalty shall be added and collected . . . . Whenever any person shall fail to pay any tax as provided in this chapter, the City Attorney, upon the request of the Finance Director, shall bring or cause to be brought an action to enforce the payment of the tax on behalf of the City and reasonable attorney's fees incurred in bringing such action in any court of competent jurisdiction.

12. Global Brew's failure to pay the late fees also violates the Section 5.08.250(W) of the St. Charles Municipal Code, which states:

The failure of a licensee to make any required payment, ON OR BEFORE THE DUE DATE, shall subject the licensee to a Citation being issued to determine if the licensee shall be fined and/or have its license suspended or revoked.

13. Section 5.08.250 of the St. Charles Municipal Code further provides:

There is a zero tolerance policy. The Citation shall be prosecuted to its conclusion, regardless of whether the payment is subsequently made after the due date.

**WHEREFORE**, the Petitioner, Dan Likens, Chief of Police, requests, pursuant to Section 5.08.320 of the St. Charles Municipal Code, that the Local Liquor Control Commission hold a hearing on this matter and take such action against VVAAMA INC. d/b/a GLOBAL BREW TAP HOUSE as the Commission shall deem appropriate under the circumstances.

Count III – Unpermitted Construction and Code Violations

14. Section 5.08.320 of the St. Charles Municipal Code states:

The Local Liquor Control Commissioner may . . . revoke or suspend any license issued under the Local Liquor Control Commissioner's authority if it's determined that the licensee has violated any of the provisions . . . of any ordinance or resolution enacted by the corporate authorities of the City or any applicable rule or regulation established by the Local Liquor Control

Commissioner of the Illinois Liquor Control Commission which is not inconsistent with law.

15. The City of St. Charles has adopted the following codes, with certain amendments, which govern building, mechanical, and property maintenance standards:
  - a. Section 15.04.010 of the St. Charles Municipal Code – 2021 International Building Code.
  - b. Section 15.04.030 of the St. Charles Municipal Code – 2021 International Mechanical Code.
  - c. Section 15.40.010 of the St. Charles Municipal Code – 2021 International Property Maintenance Code.
16. In or around December 2025, the Kane County Health Department (the “Health Department”) notified the City of St. Charles of several violations observed during an inspection of the Premises at Global Brew.
17. Following this notification, the City Fire Department and Code Enforcement responded to the Premises.
18. The Fire Department and Code Enforcement observed that Global Brew had constructed a kitchen on the Premises without first obtaining the required permit.
19. The Fire Department and Code Enforcement spoke with Bobby Thakkar, the owner of Global Brew, who admitted that the kitchen had been built over the summer without the necessary permit.
20. The Fire Department and Code Enforcement also observed that a Type II hood and oven had been installed with deep fat fryers, and the ceiling was exposed and rusted.
21. As a result of these observations, a “Stop Work Order” was immediately posted, prohibiting Global Brew from cooking meals, except for heating frozen pizzas, one at a time in an electric pizza oven.

22. By constructing the kitchen without obtaining a permit, Global Brew violated Sections 15.04.090 and 15.04.010 of the City of St. Charles Municipal Code, as well as Section 105.1 of the 2021 International Building Code, which provide:

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, or the demolition of a building or structure or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the City's adopted code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit.

23. By installing a Type II hood along with deep fat fryers, Global Brew violated Section 15.04.030 of the St. Charles Municipal Code and Section 507.3 of the 2021 International Mechanical Code which provides:

Type II hoods shall be installed above dishwashers and *appliances* that produce heat or moisture and do not produce grease or smoke as a result of the cooking process . . . . Type II hoods shall be installed above all *appliances* that produce products of combustion and do not produce grease or smoke as a result of the cooking process.

24. By permitting the rusted ceiling to remain exposed, Global Brew violated Section 15.40.010 of the St. Charles Municipal Code and Sections 306.1 – 306.1.1 of the 2021 International Property Maintenance Code, which provide:

The components of a structure . . . shall be maintained in good repair, structurally sound and in a sanitary condition. . . . Where any of the following conditions cause the component . . . to be beyond its limit state, the component . . . shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* . . . : Aluminum that has been subjected to any of the following conditions: . . . Corrosion.

25. In addition, Global Brew had been advised of the violations and given additional time to resolve the matter. As of April 2026, Global Brew has not submitted proof that the situation has been corrected.

**WHEREFORE**, the Petitioner, Dan Likens, Chief of Police, requests, pursuant to Section 5.08.320 of the St. Charles Municipal Code, that the Local Liquor Control Commission hold a hearing on this matter and take such action against VVAAMA INC. d/b/a GLOBAL BREW TAP HOUSE as the Commission shall deem appropriate under the circumstances.

---

Dan Likens, Chief of Police  
City of St. Charles, Illinois

*Prepared by:*  
Joseph H. McMahon / 6209481  
Patrick M. Griffin / 6229361  
Kelli C. Murphy / 6321456  
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kmurphy@gmwlaw.com  
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