

**AGENDA**  
**CITY OF ST. CHARLES**  
**LIQUOR CONTROL COMMISSION MEETING**  
**MONDAY, MARCH 18, 2024, 4:30 PM**  
**2 E MAIN STREET**

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on February 20, 2024.
4. Recommendation to approve a proposal for a B-1 liquor license application for Thai Corner Cuisine, located at 615 South Randall Road, Suite 115, St. Charles.
5. Recommendation to approve a proposal for a B-1 liquor license application for Southern Café, located at 1590 E. Main Street.
6. Recommendation to approve a proposal for a A-6 liquor license application for 7-Eleven Store #30153, located at 51 Randall Road.
7. Public Comment.
8. Executive Session (5 ILCS 120/2 (c)(4)).
9. 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 (TDD), 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**  
**Liquor Control Commission Meeting**  
**Tuesday, February 20, 2024, 4:30 p.m.**  
**Council Chambers, 2 E. Main St., St. Charles, IL**

**1. Call to Order.**

The meeting was called to order by Commissioner Vitek at 4:30 pm.

**2. Roll Call.**

**Present:** Zollers, Gehm, Spellman

**Absent:** Pietryla

**3. Motion by Aldr. Gehm, second by Ms. Zollers to accept and place on file minutes of the Liquor Control Commission meeting held on November 20, 2023.**

**Roll Call Vote:** Ayes: Zollers, Gehm, Spellman, Nays: None. Absent: Pietryla. Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**4. Recommendation to approve a proposal for an A-6 Liquor License Application for Thornton's Gas Station, located at 2520 E. Main St.**

Chief Keegan introduced the application and indicated there were no issues of particular concern.

**Motion by Aldr. Gehm, second by Ms. Zollers, to approve a proposal for an A-6 Liquor License Application for Thornton's Gas Station, located at 2520 E. Main St., St. Charles.**

**Roll Call Vote:** Ayes: Zollers, Gehm, Spellman; Nays: None; Absent: Pietryla; Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**5. Recommendation to approve a proposal for a D-9 Liquor License Application for Maple Leaf Coffee House, located at 1 W. Illinois St., Suite 180.**

Chief Keegan introduced the application, which is for special events. The applicant purchased the business formerly known as Kava Diem and is rebranding it. This is the second location for the owner, whose legacy location is in Roselle. Alcohol will not be stored or sold during normal business hours. The facility will be used as a party rental space, and the D-9 license would allow for a BYOB option where BASSET-trained staff from Maple Leaf could open and dispense alcohol provided by the client. The D-9 license

would also allow a business with a Class H catering or Class E one-day permit from an existing St. Charles liquor license holder to dispense alcohol and food. Alcohol service would be outside of their normal business hours, although the license would allow service from 7 a.m. to 12 midnight.

Aldr. Gehm asked about special event hours.

Alex Behrens, owner of Maple Leaf Coffee House, responded that they will offer the space for rental for private events. The BYOB option would be something people could tack on, so it would not be during their normal business hours, which are Monday through Friday, 7 a.m. to 3 p.m., and Saturday and Sunday, 8 a.m. to 3 p.m. They would not have any special events with alcohol before 3 p.m. on any day of the week. Special events will not overlap their normal business hours.

Ms. Zollers asked if the event host would be the one to decide on a BYOB or catered event.

Alex Behrens confirmed that it would be the person renting their facility for the event who would decide if they would hire a caterer or bring their own liquor. If they did bring their own liquor, Maple Leaf's BASSET-trained staff would take the liquor and dispense it. After the event, any liquor left over would be returned to the party who rented the facility. They will not store any liquor on site. If a caterer is hired, he intends to maintain control of the liquor and dispense it to ensure it is done properly.

**Motion by Ms. Zollers, second by Aldr. Gehm, to approve a proposal for a D-9 Liquor License Application for Maple Leaf Coffee House, located at 1 W. Illinois St., Suite 180.**

**Roll Call Vote:** Ayes: Zollers, Gehm, Spellman; Nays: None; Absent: Pietryla; Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**6. Recommendation to approve a proposal for a B-1 Liquor License Application for Domo Sushi, located at 1890 W. Main St.**

Chief Keegan introduced the application and identified it as the site of the former Throwbacks. The application is for a sushi restaurant, and the owners have another location in Crystal Lake. Chief Keegan said they would like to open around March 1 and understand they could open without alcohol sales and begin serving once their City and state liquor licenses are finalized.

**Motion by Ms. Zollers, second by Aldr. Gehm, to approve a proposal for a B-1 Liquor License Application for Domo Sushi, located at 1890 W. Main St.**

**Roll Call Vote:** Ayes: Zollers, Gehm, Spellman; Nays: None; Absent: Pietryla; Abstain: None. Mayor Vitek did not vote as Commissioner.

7. **Public Comment** - none
8. **Executive Session** - none
9. **Adjournment.**

Motion by Aldr. Gehm, second by Ms. Zollers, to adjourn the meeting at 4:41 p.m.

**Voice Vote:** Ayes: Zollers, Gehm, Spellman; Nays: None; Absent: Pietryla; Abstain: None.  
Mayor Vitek did not vote as Commissioner.

**Motion Carried**

Notes prepared by: Susan Kempf, Sr. Administrative Assistant

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 4</b>
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Thai Corner Cuisine, Located at 615 S. Randall Road, Suite 115, St. Charles	
	Presenter:	<b>Police Chief Keegan</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> March 18, 2024	
<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>Thai Corner Cuisine, located at 615 S. Randall Road, Suite 115, is requesting approval of a B-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 a B-1 Liquor License application for Thai Corner Cuisine located at 615 S. Randall Road, Suite 115, St. Charles.			



# Memo

Date: 3/5/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

A handwritten signature in black ink, appearing to be "J. Keegan", written over the printed name of the Chief of Police.

Re: Background Investigation-Liquor Establishment/B-1 Thai Corner Cuisine – 615 S. Randall Road, Suite 115

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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.

A detective was assigned this investigation and reviewed both the site location/floor plans and the corresponding application material. We found nothing of a derogatory nature that would preclude either the site location or the applicants with an on-site consumption license.

Thank you in advance for your consideration in this matter.

# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Yardfon Underwood and Atchara Khantakharn

BUSINESS: Thai Corner Randall LLC, (DBA: Thai Corner Cuisine)

ADDRESS: 615 S. Randall RD., Ste 115, St. Charles, IL 60174

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

\* COMMENTS: See attached memo for further information.

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INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368

SUPERVISOR REVIEW: *DC E. Meyer* 317



# Memo

Date: 03/01/2024  
To: Chief Keegan #300 (via chain of command)  
CC: Cmdr. Lamela #340  
From: Det. Sgt. Vicicondi #368  
Re: Liquor License Class B1- Restaurants – Background Investigation for Thai Corner Randall LLC, (D.B.A. – Thai Corner Cuisine)

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## IN SUMMARY:

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class B1- Restaurants liquor license for the business, Thai Corner Randall LLC, (D.B.A. – Thai Corner Cuisine) – which will be located at 615 S. Randall Road, Ste 115, St. Charles, IL 60174.

### APPLICANT:

Underwood, Yardfon  
DOB: 12/13/1973  
13115 Taylor Street,  
Plainfield, IL 60585  
TX: 630-340-2019

### APPLICANT:

Khantakharn, Atchara  
DOB: 07/15/1958  
2171 Vanderbilt Drive,  
Geneva, IL 60134  
TX: 630-689-8040

### APPLICATION:

The application is complete to include: a floorplan, Certificate of Liability Insurance (\$2,000,000 general aggregate / \$1,000,000 each occurrence), a menu, and a signed lease agreement (pg. 30).



## **PERSONAL INTERVIEW:**

On 02/19/24, Yardfon Underwood and Atchara Khantakharn responded to the SCPD and were fingerprinted as liquor license applicants by Forensic Investigator Catt.

Yardfon and Atchara provided me with their driver's licenses, which I photocopied (see attached).

Yardfon and Atchara signed waivers so I could conduct this background investigation. I spoke with Yardfon and Atchara in one of the front lobby interview rooms. I learned the following information, in summary and not verbatim:

Yardfon has lived at her current address (13115 Taylor St., Plainfield, IL) since 2007. Atchara has lived at her current address (2171 Vanderbilt Drive, Geneva, IL) since 2018. From 1999 to 2018, Atchara lived at 1203 Samuel Ct., in Naperville, IL.

Yardfon and Atchara are both U.S. Citizens.

In regards to why the move to the St. Charles location: Yardfon answered that it's because the area is a good location for a new restaurant. Atchara answered that it's a good location for a new Thai restaurant and because its close to her house.

When asked if there is any liquor inventory at this time, Yardfon answered not yet and Atchara answered no.

When asked if she is a current or past liquor license holder, Yardfon answered no. Atchara had owned the Thai Village Restaurant in Batavia, IL, from 2005 – 2021. Atchara owned a 10% share of the business from 2021 – 2022. After 2022, she is completely removed from the business. Thai Village Restaurant had a BYOB liquor license. Atchara also owned Lemon Grass in Naperville, IL (on Ogden) from 1999 – 2006. Lemon Grass had a full liquor license. Atchara advised that she did not have any past violations.

They plan to sell liquor a couple of weeks after the license is approved.

Yardfon indicated that she does not have previous restaurant ownership.

The restaurant (Thai Corner Cuisine) is already open – since 01/01/24.

The restaurant will have around 5 employees (including Yardfon and Atchara).

Yardfon and Atchara will be the onsite managers.

Yardfon and Atchara are the two main owners, but there are also two investors/silent partners that don't make any business decisions.

## **Records Checks:**

I conducted records checks with the following agencies, and received the following results (in summary):

### **Results for Yardfon and Atchara:**

- Kane County Sheriff's Office: No Record.
- Will County Sheriff's Office: No Record.
- Cook County Sheriff's Police Department: No criminal contact (both subjects).

### **Results for Yardfon:**

- Kendall County Sheriff's Office: No Record.
- Plainfield Police Dept.: No Record.

### **Results for Atchara:**

- Geneva Police Dept.: Has not had contact with Atchara.
- DuPage County Sheriff' Office: The response indicated that their records do not contain any conviction information on this subject (Atchara).
- Batavia Police Dept.: Five police reports were provided in the response. The case numbers, incident type, and Atchara's subject type are listed below (in summary):
  - 2008-3170 – Obscene Phone Calls – Atchara is listed at the Victim.
  - 2008-11334 – Harassment By Telephone – Atchara is listed as the Victim.
  - 2009-17770 – Burglary – Business – Atchara is listed as the Complainant.
  - 2014-8739 – Fraud 1 – Atchara is listed as the Victim.
  - 2017-9565 – Liquor License Background Invest – Atchara is listed as an Other Person, and Thai Village Restaurant is listed as the Mentioned Business. Per the report: *Following investigation, R/O found nothing to prohibit THAI VILLAGE RESTAURANT and Atchara Khantakharn from obtaining a liquor license.*
- Naperville Police Dept.: Nine police reports were provided in the response. Listed below are the reports' case numbers, the incident type, and Atchara's listed involvement type (in summary):

- 2000-7936 – License and Permits – Atchara (Involved Other). On page 5 it states: Liquor License Renewal, and the Complainant is listed as: Lemon Grass Thai Cuisine.
- 2001-6852 – License and Permits – Atchara (Involved Other). On page 5 it lists Lemon Grass Thai Cuisine as an Involved Other.
- 2001-47339 – Civil Matter/Matter of Record – On page 4 Atchara is listed as the Complainant.
- 2002-20725 – License and Permits – Atchara (Involved Other).
- 2003-20768 – License and Permits – Atchara (Involved Other). On page 5 it states: Liquor License Renewal.
- 2004-18022 – License and Permits – Atchara (Involved Other). On Page 5 it states: Lemon Grass Approved Liquor License.
- 2005-2377 – License and Permits – Atchara (Involved Other).
- 2005-93273 – Commercial Burglary No Force – Atchara (Victim).
- 2008-62169 – Credit Cards / Identity Theft – Atchara (Victim).

-See the attached responses and reports for further information.

Utilizing TLOxp, I had Comprehensive Reports run on Yardfon and Atchara. The reports had the following results (in summary):

- Yardfon: Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found).
- Atchara: Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found). Possible Criminal Records had a result of: (1 Found). Below is a brief summary of the (1) result:
  - Name: Atchara Khantakharn (DOB: 07/15/1958)
  - Crime Details: 04/29/2014 – Illinois Kane, IL
  - Offense Description: Operate Uninsured MTR Vehicle (Disposition: Dismissed)
  - Offense Description: Electronic Commu Device (Plea: Guilty)

Utilizing TLOxp, I conducted a business search for Thai Corner Randall LLC. There were no subjects found using my search criteria, but TLOxp expanded my search and (2) results were found. I ran Business Reports on each of the results – see attached reports for further information.

A check in New World and AEGIS Link yielded negative results for Yardfon.

A check in New World and AEGIS Link for Atchara disclosed the (5) police reports that Batavia PD had sent me. The results also disclosed of (3) traffic activities - (Disobeyed Traffic Control Signal, Improper Lane Usage, and Speeding).

A check in CLEAR for Yardfon and Atchara yielded negative results.

Yardfon's FBI fingerprint response revealed NO PRIOR ARREST DATA, and her ISP fingerprint response had a result of NO RECORD ON FILE.

Atchara's FBI fingerprint response revealed NO PRIOR ARREST DATA, and her ISP fingerprint response had a result of NO RECORD ON FILE.

A business entity search on the ilsos.gov website disclosed that Thai Corner Randall LLC had a status of: Active on 05-15-2023.

A check on the BASSET Card lookup (on the Illinois.gov website), disclosed that Yardfon's BASSET expiration date is 03/25/2026. I was unable to locate Atchara on the the BASSET Card lookup. On 02/27/24, I received a copy of Atchara's BASSET Certificate of Completion via email. The certificate is dated 02/24/24.

#### **SITE VISIT:**

On 02/28/24, I responded to Thai Corner Cuisine and met with Atchara. The business layout appeared to be consistent with the provided floorplan.

#### **IMPROVEMENTS:**

On page four of the application, question six inquires about any improvements planned for the building and/or site that will require a building permit. The "Yes" box is marked. The follow up question inquires if a building permit has been applied for. Again, the "Yes" box is marked. On 03/01/24, I had phone contact with Atchara and discussed this with her. In summary, Atchara advised that they are not planning any building improvements, nor have they applied for any permits. Atchara indicated that she is pretty sure those answers were incorrect on accident.

This concludes this background investigation.

Respectfully Submitted,

Det. Sgt. Vicicondi #368



City of St. Charles, Illinois Liquor Control Commission  
 CITY RETAIL LIQUOR DEALER LICENSE APPLICATION



Incomplete applications will not be accepted.  
 Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

**Business Name**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application	Applicant	Office Use
<b>Application Fee of \$200 (5.08.070C) non-refundable</b> <small>Non-refundable</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <input type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alcohol Tax Acknowledgement and Business Information Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OFFICIAL USE ONLY**

W M 368  
 Signature of Investigating Officer

Badge Number & Rank 368 SGT.

Approval Recommended\*

Approval NOT Recommended

J. R.  
 Signature of Chief of Police

3-5-24  
 Date



# Receipt

Date: February 14, 2024

Payment Method	Check No.	Received From
Check	1107	Thai Corner

**Notes:**

Application fee for a new Class B-1 restaurant liquor license.

Qty	Cost	Description	Account Code	Fee
		Liquor License Class A - Packaged	100999-42100	\$ -
1.00	\$200.00	Liquor License Class B - Restaurants	100999-42101	\$ 200.00
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
		Liquor License Class D - Specific	100999-42103	\$ -
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
		Cigarette	100999-42230	\$ -
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
		Fingerprint Fee (\$50 per person)	100999-46299	\$ -
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
		Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
<b>Total</b>				<b>\$ 200.00</b>

**Thank you for your business!**



Full Name, include middle initial: \_\_\_\_\_ Title: *INVESTOR*

Full Name, include middle initial: \_\_\_\_\_ Title: \_\_\_\_\_

BUSINESS ESTABLISHMENT LOCATION INFORMATION			
1. Exact Street Address for liquor license: 615 S Randall Rd unit 115, Saint Charle, IL 60174	2. # Parking Spaces: 10	3. Outside Dining s.f. [17.20.020-R]: 0	4. Total Building s.f.: <b>1205</b>
5. Total # Seats: 20	6. Live Entertainment Area s.f. [5.08.010-H]: No		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6): Family full service restaurant, dine in, takeout and delivery			

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY	
<b>Attach to this application a floorplan or layout of the proposed facility to include the following:</b>	
1.	Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: <ul style="list-style-type: none"> <li>a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;</li> <li>b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);</li> <li>c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.</li> </ul>
2.	The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
3.	A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4.	It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.
<b>THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.</b>	

## CORPORATION / PREMISES QUESTIONS

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No          If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
3.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p><b>Name of Building Owner:</b> William Wonais  <b>Address of Building Owner:</b> 1025 Ogden Ave, Lisle, IL 60532  <b>Mailing Address of Building Owner (if different):</b></p> <p><b>Phone Number:</b> 630-852-4185  <b>E-mail Address:</b> jw.realty.partnership@gmail.com</p> <p><b>Name of Building Owner:</b>  <b>Address of Building Owner:</b>  <b>Mailing Address of Building Owner (if different):</b></p> <p><b>Name of Building Owner:</b>  <b>Address of Building Owner:</b>  <b>Mailing Address of Building Owner (if different):</b></p>
4.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          If yes, please list the business name(s) and address(es):</p>
5.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)</i></p>
6.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      Date of permit application _____</p>
7.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          If yes, what was the disposition of the application? Explain as necessary:</p>

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p><b>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</b></p> <p><b>Government Unit:</b> _____ <b>Location, City/State:</b> _____</p> <p><b>Date:</b> _____ <b>Special Explanations:</b> _____</p> <p><b>Government Unit:</b> _____ <b>Location, City/State:</b> _____</p> <p><b>Date:</b> _____ <b>Special Explanations:</b> _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p><b>Complete ONLY if yes was answered to the question above (10):</b></p> <p><b>Name:</b> _____ <b>Name of Business:</b> _____</p> <p><b>Position with the Business:</b> _____ <b>Date(s) of Denial:</b> _____</p> <p><b>Reason(s) for Denial of License:</b> _____</p>
12.	<p><b>Date of Incorporation (Illinois Corporations) (5.08.070-10):</b> 05/15/2023</p> <p><b>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):</b> _____</p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14.	<p>All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, date(s):</p>
15.	<p>Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p style="text-align: right;">If already furnished, date of delivery:</p>
16.	<p>Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>

**B.A.S.S.E.T. TRAINING**

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name (First, Middle, Last): **Yardfon Underwood**

Date of Course:	Place Course was Taken: <b>ONLINE</b>	Certificate Granted? Y/N <b>Yes</b>	Expiration:
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Name (First, Middle, Last):			Birthdate:
Home Street Address, Incl City, State, Zip:			
Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:

Name (First, Middle, Last):			Birthdate:
Home Street Address, Incl City, State, Zip:			
Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:

Name (First, Middle, Last):			Birthdate:
Home Street Address, Incl City, State, Zip:			
Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:

**NEW MANAGEMENT REQUIREMENTS**

**Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.**  
**It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.**

**COMMENTS/ADDITIONAL INFORMATION**

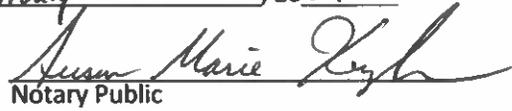
Business Name:

SIGNATURES



Applicant's Signature

Subscribed and sworn before me this 14<sup>th</sup> day of February, 2024

  
Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

To be completed by the City of St. Charles Police Department

Date:	Name of Applicant:
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Name of Business:

Address of Business:	Ward Number:
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Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1. Date on which applicant will begin selling retail alcoholic liquors at this location:
2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station?  Yes  No
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business?  Yes  No  
**If yes, answer a, b and c:**
  - a. State the kind of such business:
  - b. Give date on which applicant began the kind of business named at this location:
  - c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?  
 Yes  No
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church?  Yes  No  
**If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore?**  Yes  No

**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: *Thew Corner Randall LLC*

DBA: *Thew Corner cuisine*

Phone: *331-2893130* Fax: \_\_\_\_\_ E-mail: *yardfond@gmail.com*

Address: *615 S. Randall Rd. Unit 115*

City: *St. Charles* State: *IL* ZIP Code: *60174*

Expected date of business opening (Required): *Already in Business*

**TAX PREPARER INFORMATION**

Name of Tax Preparer: *Tunya K (Laddaglom CPA)*

Phone: *312 939 0340* Fax: \_\_\_\_\_ E-mail: *sunantalad@hotmail.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.**



## ACKNOWLEDGEMENT 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. **The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.**

Name Yardfon Underwood

Title Manager

Business Name Thai Corner Randall LLC

Address 615 S. Randall Rd Unit 115 St. Charles IL  
60174

Yardfon Underwood  
Signature

2/14/24  
Date

Please return the signed acknowledgement form to the City of St. Charles Administration Office .





# Certificate of Completion

*This is to certify that*

*Yardfon Underwood*

*An Illinois Certified Beverage Alcohol Seller & Server*

Has successfully completed a 4 hour on and off premise course in

**B.A.S.S.E.T**

**Illinois Beverage Alcohol Seller & Server Education Training on**

**March 25, 2023**

Presented by the



**PREVENTION  
PARTNERSHIP**

Positivity. Power. Perseverance.

5936 W. Lake Street • Chicago, IL 60644

Tel: (773) 378-4195 x 12

5A-1144944

Trainer's License #



A handwritten signature in black ink, appearing to read "Daryl C. Edwards".

Instructor – Daryl C. Edwards



THACO-2

OP ID: PN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2024

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

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

<b>PRODUCER</b> Buttrey-Wulff-Mamminga Agency 355 First St. PO Box 580 Batavia, IL 60510 J. Michael Wulff	630-879-0111		<b>CONTACT NAME:</b> J. Michael Wulff
	630-879-0111		<b>FAX (A/C, No):</b> 630-879-0216
<b>E-MAIL ADDRESS:</b> mike@bwmmins.com			<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Travelers Property Casualty			<b>NAIC #</b> 25674
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED**  
Thai Corner Randall LLC  
13115 Taylor St  
Plainfield, IL 60585-1697

## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

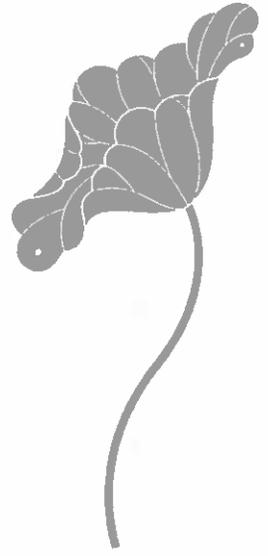
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BIP3X39273920442	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BIP3X3927392442	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <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) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Liquor Liability</b>			BIP3X3927392442	02/13/2024	01/01/2025	Each 1,000,000 Common Cause

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

Location covered: 615 S Randall Rd, Suite 115, St Charles, IL 60174

## CERTIFICATE HOLDER      CANCELLATION

<b>CITST-1</b>  City of St. Charles 2 E. Main Street St. Charles, IL 60174	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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# thai corner

## CUISINE

### OUR STORY

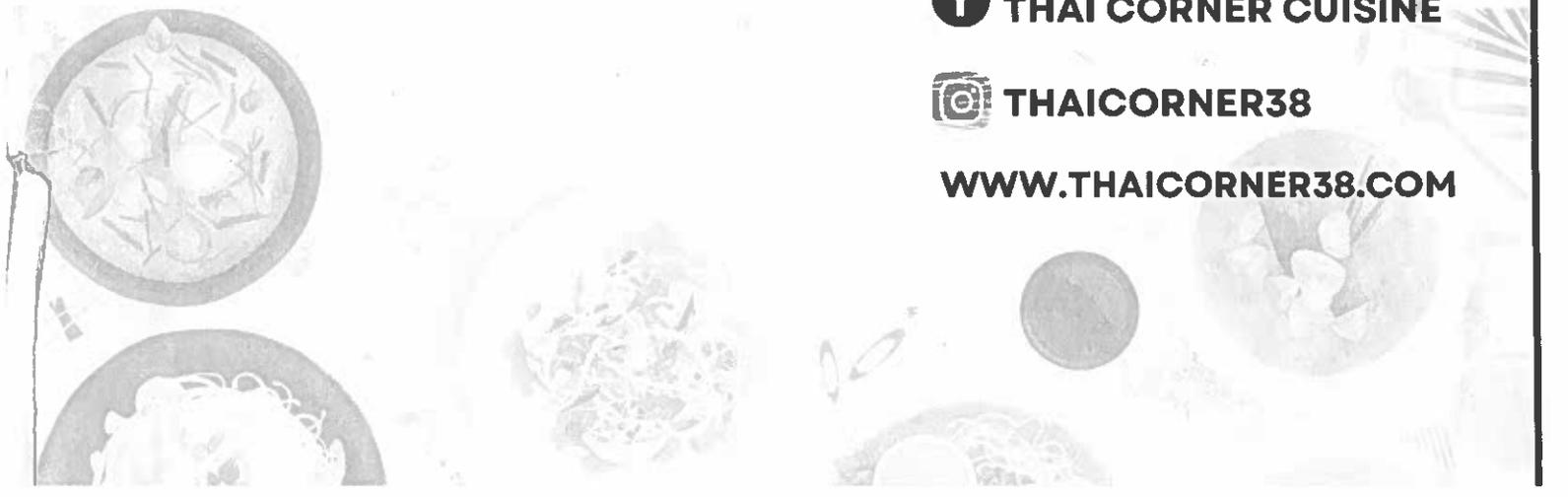
In a bustling city, our dream came to life with the opening of *Thai Corner*- a cozy and warm restaurant dedicated to sharing Thailand's authentic flavors and vibrant culture.

*Thai Corner* became a beloved destination through a carefully curated menu, locally sourced ingredients, and a warm, inviting ambiance adorned with Thai artwork. With an unwavering commitment to tradition, *Thai Corner* offers an immersive experience where guests can savor the rich tapestry of Thai cuisine while being transported to the heart of Thailand.

 **THAI CORNER CUISINE**

 **THAICORNER38**

**WWW.THAICORNER38.COM**



# APPETIZER

**Thai Corner Combo (12 pcs.)** 12.99  
Egg rolls (3), Crab rangoon (3), Potstickers (3), Shumai (3)

**Chicken Satay (5pcs.)** 9.99  
Grilled marinated chicken satay with peanut sauce and cucumber salad

**Moo-ping (4pcs.)** 9.99  
Grilled skewers marinated pork served with spicy tamarind sauce

**Crab Rangoon (8pcs.)** 8.99  
Fried wonton with imitation crab meat, cream cheese, and celery, served with Thai sweet chili sauce

**Shumai (8pcs.)** 7.99  
Steamed minced shrimp wrapped with wonton served with ginger soy sauce

**Thai Spring Rolls (8pcs.)**  7.99  
Rice paper filled with tofu, cucumber, shredded carrot, and red cabbage served with tamarind sauce



**Curry Puff (3pcs.)** 7.99  
Thai curry puff filled with delicious 2 Curry potatoes and 1 Ground Chicken basil served with cucumber salad

**Egg Rolls (4pcs.)** 7.99  
Deep-fried thin crepe filled with glass noodles, shredded carrot, and cabbage served with plum sauce



**Chicken Potstickers (8pcs.)** 7.99  
A thin pastry shell is mixed with ground chicken, served with ginger soy sauce

**Veggies Potstickers (6pcs.)**  7.99  
A thin pastry shell mixed with vegetables served with ginger soy sauce



**Chives cakes (3pcs.)**  6.99  
Pan-fried dumplings filled with minced chives

**Fried tofu**  6.99  
Deep-fried tofu served with Thai spicy sweet and sour sauce

# SOUP



## CHOICE OF PROTEIN

### Tom Kha Soup

Hot and sour coconut milk soup spiced with lemongrass, galangal, lime juice, mushrooms, onions, tomatoes, cabbage, green onion and cilantro

### Tom Yum Soup

Thai-style spicy and sour soup with lemongrass, kaffir lime leaves, chili, lime juice, mushrooms, onions, tomatoes, green onion and cilantro

### Rice Soup

Thai jasmine rice with mixed vegetables in chicken broth

### Vegetable Soup (No Meat)

Clear vegetable broth with mixed crunchy cooked vegetables, dried seaweed, and glass noodles

### Egg Drop Soup (No Meat)

Silken strands of cooked egg with mixed vegetables in chicken broth

	Small	Large
Tofu/Chicken/Veggies	6.99	9.99
Shrimp	10.99	13.99

# SALAD

### Cucumber Salad

Fresh cucumber with red onions, shredded carrots, and tomatoes served with homemade dressing

7.99

### Papaya Salad

Shredded green papaya, tomatoes, garlic, peanuts, and carrots with Thai chili-lime dressing

10.99

### Larb Kai

Ground chicken salad, mixed with red onions, basil, and cilantro, served with a bed of fresh lettuce

10.99

### Nam Sod

Ground chicken salad, mixed with red onions, ginger, peanuts, and cilantro, served with a bed of fresh lettuce

10.99

### Pla Koong

Cooked shrimp with ginger, mint, and red onion, mixed with Thai chili paste dressing

12.99



# RICE DISHES

**Ground Chicken Basil** 🌶️ 12.99  
 Stir-fried with ground chicken, green beans, chili-garlic puree, onions, bell peppers, mushrooms and fresh basil

**Spicy Basil Leaves** 🌶️ 12.99  
 Stir-fried with a choice of meat, green beans, chili-garlic puree, mushrooms, mushrooms, bell pepper and fresh basil

**Sesame Chicken (only chicken)** 12.99  
 Stir-fried chicken with carrots, onion, bell pepper, celery, and sesame seed in orange sauce

**Pad Broccoli** 12.99  
 Stir-fried meats with broccoli, mushrooms, and carrots in a brown sauce

**Spicy Mongolian** 🌶️ 13.99  
 Stir-fried with special house sauce, onions, bell peppers, carrots, broccoli and cabbage

**Spicy Szechuan** 13.99  
 Stir-fried with special house sauce, onions, bell peppers, carrots, jalapenos, broccoli, peanuts and bamboo shoots

**Pad Eggplant** 13.99  
 Stir-fried with breaded eggplant, bell peppers, onions, carrots, mushrooms, and fresh basil in a spicy soybean sauce

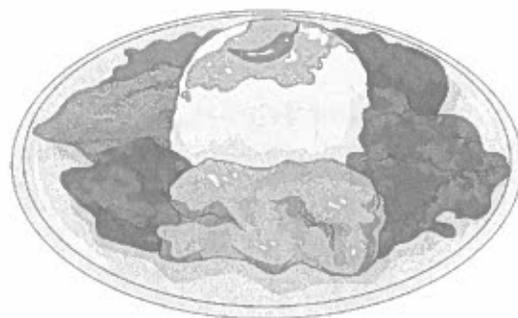
**Pad Cashew** 13.99  
 Stir-fried pineapple, cashews, bell peppers, carrots, celery and onions in sweet chili sauce

**Garlic and Pepper** 13.99  
 Stir-fried meat in garlic and black pepper sauce, steamed broccoli, carrots, and bell pepper served with two-color shredded cabbage

**Mixed Veggies Delight** 13.99  
 Stir-fried with a medley of fresh veggies in a homemade sauce

## CHOICE OF PROTEIN

Tofu/Chicken/Veggies	\$2
Beef	\$3
Pork Belly	\$4
Shrimp	\$4



# NOODLE DISHES

## Pad Thai

Stir-fried thin rice noodles with egg and bean sprouts, topped with green onions, and shredded carrots in tamarind sauce

## Woon Sen Pad Thai

Stir-fried thin glass noodles with egg and bean sprouts, topped with green onions, and shredded carrots in tamarind sauce

## Pad See Ew

Stir-fried wide noodles with egg, broccoli, bean sprouts, and carrots in sweet soy sauce

## Pad Khee Mao 🍴

Stir-fried wide noodles with chili puree, fresh basil, bean sprouts, onions, bell peppers, carrots, jalapenos, eggplants and tomatoes

## Pad Woon Sen

Stir-fried thin glass noodles with egg, bean sprouts, onions, tomatoes, bell peppers, celery and carrots

## Thai Corner Noodle

Stir-fried egg noodles with snap peas, carrots, onions, beansprouts, and mushrooms in a special garlic sauce

## Kung Pao Noodle (Lomein)

Stir-fried egg noodles with carrots, bell peppers, onions, celery, and peanuts in a special garlic sauce



## CHOICE OF PROTEIN

Tofu/Chicken/Veggies	12.99
Beef	15.99
Pork Belly	16.99
Shrimp	16.99



# CURRY



## Panang Curry

The most famous Thai Panang curry with coconut milk, kaffir lime leaves, bell peppers, peapod, and peas

## Red Curry

Red curry paste simmered in coconut milk with bamboo shoots, bell peppers, eggplant, and basil leaves

## Green Curry

Homemade green curry paste in coconut milk with fresh basil leaves, eggplant, bell pepper, green beans, and bamboo shoots

## Yellow Curry

Homemade yellow curry paste with coconut milk, onions, bell peppers, tomatoes and sweet potatoes

### CHOICE OF PROTEIN

Tofu/Chicken/Veggies	13.99
Beef	16.99
Pork Belly	17.99
Shrimp	17.99

# FRIED RICE



## Thai Corner Fried Rice

Traditional Thai fried rice with scrambled egg, mixed veggies and garnished with green onions, and shredded carrots in a light soy sauce

11.99

## Basil Fried Rice

Fried rice with onions, bell peppers, carrots, jalapenos, mushrooms, and basil leaves, garnished with green onions in a light soy sauce

11.99

## Cashew Fried Rice

Fried rice, pineapples, onions, carrots, celery, bell pepper in spicy sweet chili shrimp paste

12.99

## Pineapple Fried Rice

Fried rice with scrambled egg, onions, broccoli, carrots, tomatoes, and pineapples, garnished with green onions in a light soy sauce

13.99

## Crab meat Fried Rice

Fried rice with imitation crab, scrambled egg, onions, carrots, corn, and peas, garnished with green onions in a light soy sauce

15.99

## Kao Pad Mun Goong Fried rice

Fried rice with shrimp, shrimp paste, scrambled egg, onions, carrots, corn, and peas, garnished with green onions

13.99



# CHEF'S RECOMMEND

<b>Chicken Kao Soy ( Extra \$3-beef/\$4-pork belly)</b> Egg noodles with yellow curry, bean sprouts, onions, bell pepper, carrots and fried shallots	13.99
<b>Chicken Spaghetti Khee Mao (Extra \$3-beef/\$4-shrimp/\$4-pork belly)</b> Stir-fried egg noodles with chili puree, fresh basil, bean sprouts, onions, bell peppers, carrots, and tomatoes	13.99
<b>Teriyaki Chicken</b> Grilled chicken glazed with homemade teriyaki sauce, served with steamed vegetables	14.99
<b>Cashew on Rice Noodle (Extra \$3-beef/\$4-shrimp/\$4-pork belly)</b> Your choice of protein (chicken/tofu/veggies) Stir-fried with pineapple, cashews, bell peppers, carrots, celery, snap peas, and onions in sweet chili sauce on fried wide noodles	14.99
<b>Panang Noodle (Extra \$3-beef/\$4-shrimp/\$4-pork belly)</b> Your choice of protein (chicken/tofu/veggies) Thai Panang curry with coconut milk, bell peppers, snap peas, carrots, and basil leaves served over fried wide noodles	14.99
<b>Klua Gling (Served with Tortilla)</b> Stir-fried ground chicken in homemade curry paste with shallots, lemongrass, galangal, turmeric powder, and shredded kaffir lime leaves	15.99
<b>Thai Corner Crying Tiger</b> Grilled beef marinated served with Thai country-style spicy sauce	15.99
<b>Pork Belly Basil Leave</b> Stir-fried with crispy pork, green beans, chili-garlic puree, bell pepper, onion, carrots and fresh basil leaves	15.99
<b>Teriyaki Salmon</b> Grilled salmon glazed with homemade teriyaki sauce, served with steamed vegetables	18.99
<b>Sizzling Shrimp or Salmon</b> Spicy homemade sauce with pineapple, snap peas, carrots, bell peppers, onions, zucchini, walnuts, and crispy basil leaves	18.99
<b>Roasted Duck Basil</b> Roasted duck in a light basil sauce with bell peppers, onions, green beans, carrots, and crispy basil leaves	18.99
<b>Roasted Duck Curry</b> Red curry with tomatoes, pineapple, and basil leaves	18.99
<b>Red Sea Salmon</b> Grilled salmon with bell pepper, peapod, zucchini, and basil in red curry sauce	18.99



## LUNCH SPECIAL\*

Served Monday to Friday  
11.00 AM- 3.00 PM

**\$9.99**

**\*All Lunch special served with egg roll**

### PROTEIN ADDITIONAL...

+Tofu/Chicken/Veggies	\$2
+Beef	\$3
+Pork Belly	\$4
+Shrimp	\$4

Pad Thai

Pad Woon Sen

Thai Corner Fried Rice

Ground Chicken Basil 🌶️

Pad Mixed veggies

Sesame Chicken

Red Curry 🌶️

Yellow Curry 🌶️

## SIDE DISH



Steamed Broccoli	5.00
Steamed Mix veggies	5.00
Steamed Noodle	(S) 3.00 (L) 6.00
Thai Jasmin Rice	(S) 2.00 (L) 4.00
Peanut Sauce	2.00
Sweet & Sour Sauce	1.00
Hot Sauce	1.00
Hot Oil	1.00



## DESSERT



Mango sticky rice 8.99



Thai Custard 5.99



Bananas with Sticky Rice  
in Banana leaves 5.99

Sweet Sticky Rice 4.99

## BEVERAGES

Thai Ice Tea 3.99

Thai Ice Coffee 3.99

Thai Ice Green Tea 3.99

Fresher Flower Drink 3.99

Lipton Tea 2.99

Hot- Jasmin Tea/Green tea/Decaf tea 2.50

Soft Drink (Sprite/Coke/Diet Coke) 2.00



Form **LLC-5.5**

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

**FILE # 13258082**

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

**Filing Fee: \$150**

**Approved By: MME**

**FILED**

**MAY 15 2023**

**Alexi Giannoulias  
Secretary of State**

1. **Limited Liability Company Name:** THAI CORNER RANDALL LLC

2. **Address of Principal Place of Business where records of the company will be kept:**  
13115 TAYLOR ST

PLAINFIELD, IL 60585

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

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

YARDFON UNDERWOOD  
13115 TAYLOR ST  
PLAINFIELD, IL 60585-1697

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:**

UNDERWOOD, YARDFON  
13115 TAYLOR ST  
PLAINFIELD, IL 60585

KHANTAKHARN, ATCHARA  
2171 VANDERBILT DR  
GENEVA, IL 60134

PALRANGSRI, VORAVEE  
2267 FEDERAL DR  
AURORA, IL 60503

PINKAEW, WONGCHANA  
2207 PRIMROSE DR  
PLAINFIELD, IL 60586

8. **Name and Address of Organizer**

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

**Dated: MAY 15, 2023**

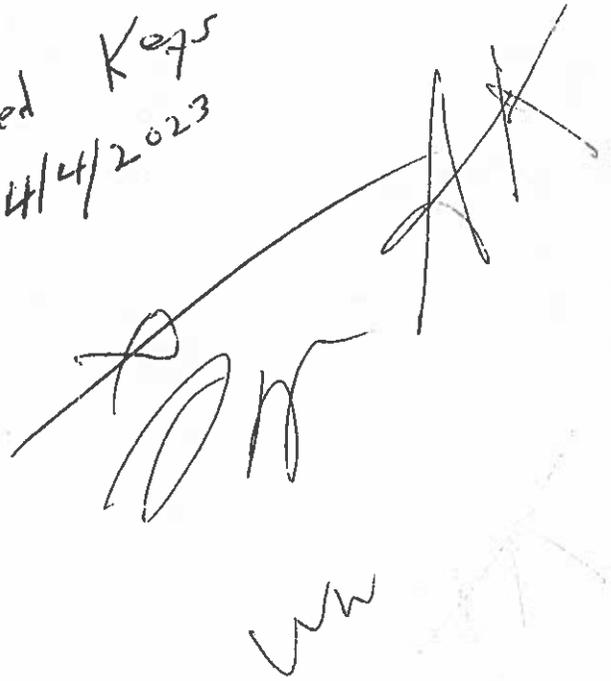
YARDFON UNDERWOOD  
13115 TAYLOR ST  
PLAINFIELD, IL 60585

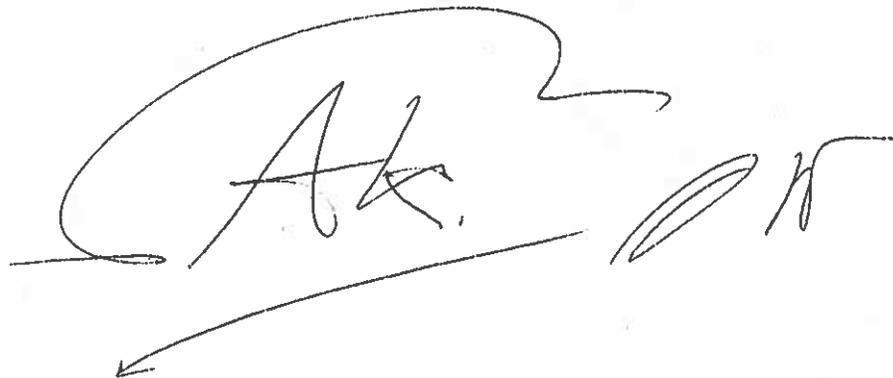
LEASE AGREEMENT FOR 615 S. RANDALL RD. ST. CHARLES  
ILLINOIS UNIT 115

LANDLORD: JOHN WONAIS PARTNERSHIP LLC-ST. CHARLES  
PLACE SERIES

TENANT Atchara Khantakharn and YardfonUnderwood

Received Keys on  
4/4/2023

A large, stylized handwritten signature in black ink, likely belonging to John Wonais Partnership LLC. The signature is written in a cursive, somewhat abstract style with several loops and a long horizontal stroke extending to the right.

A large, stylized handwritten signature in black ink, likely belonging to Atchara Khantakharn and YardfonUnderwood. The signature is written in a cursive, somewhat abstract style with several loops and a long horizontal stroke extending to the left.

ARTICLE I

BASIC LEASE PROVISIONS  
ENUMERATION OF EXHIBITS

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SECTION 1.01. Basic Lease Provisions

THAI  
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- (A) DATE: APRIL 4, 2023
  - (B) Landlord: JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES
  - (C) Address of Landlord: 1025 Ogden Ave. Lisle, Illinois 60532 Suite 211 (630) 852-4125
  - \*\* (D) Tenant: YARDFON UNDERWOOD AND Personal guarantors: NONE  
Atchara Khantakharn 2171 Vanderbilt Dr. Geneva, Ill. 60134
  - (E) Address of tenant: 13115 Taylor St. Plainfield, ILL 60585
  - (F) Permitted Use (section 2.07) preparation and sale of THAI food; sale of alcoholic beverages; a take out only restaurant and/or a
  - (G) Tenant's Trade Name (Section 16.10) CUSTOMER SEATING RESTAURANT
  - (H) Shopping Center (Section 2.01) St. Charles Place (the "Shopping Center") situated at 615 S. Randall Rd. St. Charles, Illinois 60174, County of Kane, state of Illinois.
  - (I) Premises (section 2.01) 615 S. RANDALL RD. ST. CHARLES, ILLINOIS 60174 UNIT 115
  - (J) Common Area: All facilities furnished in the Shopping Center and designated by landlord for the general use, in common, of occupants of the shopping center, including tenant hereunder, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking area, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, drainage systems, roofs, canopies, ramps, landscaped areas and other facilities available for common use which may from time to time exist.
- LEASE TERM: (Section 2.05) Initial term: 3 years and 120 days  
Three option rights to extend the lease each for 36 months.

(L) OPTION TO EXTEND: THREE (3) OPTION RIGHTS to extend the lease each for 36 months.

(M) MONTHLY MINIMUM RENT AS FOLLOWS (section 3.01)  
INITIAL TERM

AK

FREE RENT for the first 120 days starting at lease signing but tenant pays utilities during FREE RENT period (Rent shall be prorated)

1st yr.	NEXT 12 MONTHS.....	\$2600 a month + utilities
2nd yr.	NEXT 12 MONTHS.....	\$2700 a month + utilities
3rd yr.	NEXT 12 MONTHS.....	\$2800 a month + utilities

WW

FIRST OPTION TERM (36 months)

1st yr.....	\$2900.00 a month + utilities
2nd yr.....	\$3000.00 a month + utilities
3rd yr.....	\$3100.00 a month + utilities

SECOND OPTION TERM (36 months)

1st yr.....	\$3200.00 a month + utilities
2nd yr.....	\$3300.00 a month + utilities
3rd yr.....	\$3400.00 a month + utilities

THIRD OPTION TERM (36 months)

1st yr.....	\$3500.00 a month + utilities
2nd yr.....	\$3600.00 a month + utilities
3rd yr.....	\$3700.00 a month + utilities

\*\* (D) A THIRD ADDITIONAL TENANT CAN BE AN LLC FORMED BY TENANTS (THUS THERE WILL BE 3 TENANTS WITH JOINT AND SEVERAL LIABILITY.)

THROUGHOUT THE TERM OF THE LEASE AND EXTENSION THEREOF TENANT SHALL NOT PAY ANY REAL ESTATE TAXES, COMMON AREA EXPENSES OR INSURANCE PREMIUMS FOR INSURANCE ON THE ENTIRE SHOPPING CENTER.

- (N) Minimum rent abatement period: First 120 days starting at lease signing; Tenant shall pay utilities during FREE RENT period.
- (O) Common area maintenance payment: (Section 4.01) NOT APPLICABLE
- (P) Real Estate Taxes Expense (Section 4.01) NOT APPLICABLE
- (Q) Security Deposit (Section 3.03) NONE
- (R) Tenant's Proportionate Share: (Intentionally omitted)
- (S) Personal Guarantors: NONE

(T) At lease signing tenant shall pre-pay TWO (2) MONTH'S RENT OF \$5,200.00 by cashier's check

(U) Tenant may sell alcoholic beverages with consumption of food on the premises; Tenant's option if tenant shall sell alcoholic beverages; Lease is not contingent upon tenant obtaining a liquor license.

3 OPTION RIGHTS OF TENANT

Tenant has three (3) OPTION RIGHTS to extend the lease each for three (3) years. To exercise each OPTION RIGHT tenant in writing must notify landlord of tenant's election to exercise the option right with the written notice to be received by landlord no later than 180 days prior to the expiration of the then current lease term. TIME IS OF THE ESSENCE and if the notice is not timely received then the option right lapses. The notice must be in writing and sent to landlord by US CERTIFIED MAIL RETURN RECEIPT to the address on page 1 of this lease or such other address where landlord receives rent and tenant is notified in writing of this new address by landlord. ORAL NOTIFICATION IS INVALID. At the time of the written notification tenant must not be in default of any lease obligation. To exercise each option right the previous option right(s) must be exercised.



SECTION 1.02. Significance of a Basic Lease Provision.

Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease provisions shall be construed in connection with and limited by any such reference. Initially capitalized terms used in the Lease and referred to in Section 1.01 shall have the respective meaning given them in Section 1.01.

SECTION 1.03. Enumeration of Exhibits.

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

SECTION

Exhibit E. Rules and Regulations

ARTICLE II

DEMISE OF PREMISES AND QUIET ENJOYMENT

SECTION 2.01. Description and General Obligations.

Landlord owns or controls the land commonly known as ST. CHARLES PLACE together with the certain buildings and improvements thereon, all of which shall constitute the Shopping Center. In consideration of the rents, covenants and agreements contained in this Lease, Landlord hereby leases the Premises to Tenant and

Tenant rents same, in order for Tenant to operate continuously its operations thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Shopping Center.

The Premises shall include only the appurtenances specifically granted in this Lease, which shall include the exterior and interior portions of the Premises, with Landlord specifically reserving for itself the air space above the roof, the space below the floor, and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Premises or on the roof.

**SECTION 2.02. Use of Additional Area.**

Tenant shall be entitled to use the Common Areas as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to the rules and regulations for the use thereof as prescribed from time to time by the Landlord.

Landlord reserves the right at anytime to relocate the building, automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies, and the right from time to time to change the size and general location of the buildings and common areas which constitute the Shopping Center, provided however that the general location and size of the Premises, with reasonable access to the Premises and the parking facilities shall not be materially impaired. Landlord shall have no obligation to permit any of the Common Areas to be operated beyond the hours designated by Landlord. If the amount of the Common Areas is diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, except as otherwise provided elsewhere herein, nor shall such diminution of the Common Areas be deemed constructive or actual eviction.

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SECTION 2.03 OMITTED

SECTION 2.04. Quiet Enjoyment.

Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without interference by the Landlord, subject, nevertheless, to the other terms and provisions of this Lease.

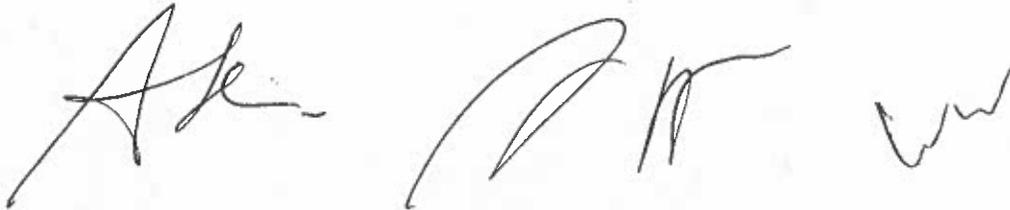
SECTION 2.05. Statement of Lease Term.

[Intentionally Omitted].

SECTION 2.06. Excuse of Landlord's Performance.

Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Landlord, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war, invasion, rebellion, hostilities, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of Landlord.

UPON ANY DEFAULT OF LANDLORD, TENANT BY CERTIFIED MAIL WRITTEN NOTICE SHALL PROMPTLY NOTIFY LANDLORD OF THE DEFAULT AND UPON WRITTEN NOTICE LANDLORD SHALL HAVE A REASONABLE AMOUNT OF TIME TO CURE THE DEFAULT.



SECTION 2.07.

PERMITTED USE.

Tenant may use and operate the Premises in accordance with the Permitted use only. Restaurant can be a take out only restaurant with no customer seating or a restaurant with customer seating or a restaurant with both take out and customer seating.

SECTION 2.08.

USE RESTRICTIONS

During the term of this lease and any extensions thereof, Tenant hereby covenants to the Landlord that tenant shall not: (a) sell, serve, distribute and/or make on or from the Premises pasta and/or pizzas of whatsoever kind or nature. (b) sell, serve, distribute and/or make on or from the Premises any kind of ice cream.

SALE OF ALCOHOL BEVERAGES IS PERMITTED WHICH SHALL ONLY BE SOLD TO CUSTOMERS CONSUMING FOOD INSIDE THE LEASED PREMISES. LEASE IS NOT CONTINGENT UPON TENANT OBTAINING A LIQUOR LICENSE. UPON SELLING ALCOHOLIC BEVERAGES TENANT AT TENANT'S COST MUST OBTAIN DRAM SHOP INSURANCE INSURING LANDLORD AT REASONABLE AMOUNTS DECIDED BY LANDLORD.



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ARTICLE III

RENT

SECTION 3.01 Minimum Rent.

During the entire Lease Term, as the same may be extended, pursuant hereto, Tenant covenants and agrees to pay to Landlord, without any prior demand, deduction or setoff whatsoever, the Minimum Rent as provided in Section 1.01 and as scheduled on Exhibit F, attached hereto and incorporated herein by this reference. The payment of Minimum Rent by Tenant to Landlord shall be made in advance of the first day of each calendar month during the Term.

SECTION 3.02. Intentionally Omitted.

SECTION 3.03. Security Deposit. NONE

SECTION 3.04. Additional Charges.

(Intentionally Omitted).

SECTION 3.05. Past Due Rent

DURING THE TERM OF THE LEASE AND ANY EXTENSIONS THEREOF, TENANT SHALL PAY AN ADDITIONAL AMOUNT OF RENT OF \$75.00 MONTHLY EACH TIME THAT RENT IS NOT PAID TO LANDLORD BY THE 7th DAY OF EACH MONTH.

ARTICLE IV

COMMON AREAS AND OPERATING COSTS

SECTION 4.01. Operating Costs. (Intentionally Omitted)

ARTICLE V

UTILITIES

SECTION 5.01. Tenant Responsibilities.

Tenant shall make application for, obtain, pay for, and be solely responsible for all utilities required, used or consumed on the Premises, including, but not limited to, gas, electric, garbage. If tenant does not pay a utility at landlord's option, landlord may pay the utility and shall (During the term of the lease and extensions thereof tenant shall not pay water/sewer utility services) charge tenant additional rent for the payment. Landlord shall pay water/sewer utility services provided to the leased premises from the city of St. Charles.

INSTALLATION, MAINTENANCE, OPERATION AND REPAIRS

SECTION 6.01

Tenant shall accept the subject leased premises in "AS-IS" "WHERE-IS" condition and at tenant's expense tenant shall remodel the premises and pay for all improvements, modifications, changes and installations required for tenant's use as a take out only TAI restaurant and/or required by any governmental body. Tenant shall install all equipment, fixtures, trade fixtures, non-trade fixtures, and all other property and installations of any kind at tenant's expense. Fixtures that tenant shall install shall include but not be limited to the following;

- 1) A kitchen hood
- 2) Ancel system for fire prevention
- 3) Grease trap
- 4) HVAC modifications
- 5) Gas lines
- 6) Plumbing fixtures
- 7) Sinks
- 8) Electrical modifications and fixtures
- 9) Kitchen equipment
- 10) Walk-in cooler
- 11) Refrigeration
- 12) Stoves/grills

All trade fixtures, non-trade fixtures, equipment and other property installed and provided by tenant shall be of first-class quality and workmanship.

Prior to tenant providing and installing the above stated property and prior to construction of build-out of the premises, tenant shall provide build-out plans to landlord for landlord's approval which shall not be unreasonably withheld. Architect fees, permit and application fees and inspection fees shall be paid by tenant. Throughout the lease and extension thereof at Tenant's expense tenant shall repair, maintain and replace all of the fixtures, trade fixtures, non-trade fixtures, installations, and property stated above. All of the aforementioned fixtures, trade fixtures, non-trade fixtures, installations, and property shall at all times remain at the subject leased premises and shall remain at the premises after the termination of the lease and after tenant's right to possession terminates.

Upon the sale of the business the new owner shall have the right to use the aforementioned property which shall remain at the leased premises. Upon the termination of the lease or upon the termination of tenant's right to possession landlord shall have the right at landlord's cost to remove the aforementioned property if for 12 consecutive months no restaurant tenant leases the premises after the termination of the lease or tenant's right to possession. Landlord at landlord's cost shall pay for any damages to the premises caused by the removal of the aforementioned property. At no time whatsoever shall landlord be required to pay tenant or tenant's lease assignee or purchaser of the business any monies for the purchase and installation of the aforementioned property EXCEPT AS FOLLOWS:

On the first day of the lease that tenant is opened for business and all governmental approvals have been received landlord shall pay tenant \$50,000 and no other monies at anytime shall be paid.



SECTION 6.03. Maintenance by Tenant.

Except as provided in Section 6.08 hereof, Tenant shall, at Tenant's expense, keep the interior and exterior of the Premises and appurtenances thereto in good order, condition, maintain, & repair, clean, sanitary and safe, and be financially responsible for the repair & replacement of heating, cooling, ventilating, fire prevention equipment and other equipment, plumbing and other fixtures, all electrical lines and equipment servicing the Premises, all doors and windows, whether indoor or outdoor, and which are a part of the Premises and all broken glass with glass of the same size and quality, and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain a clean and sightly appearance. Tenant shall keep all rubbish and trash in sanitary containers within the Premises or, upon Landlord's approval, at locations in the Common Area if such locations are available. Tenant shall keep the containers and the area around the containers in a clean and sightly condition free of odors and pests. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy such obligations of Tenant. Tenant shall reimburse Landlord for any expenses Landlord incurs in performing Tenant's obligations. Tenant shall make any and

all additions, improvements, alterations, and repairs to or on the Premises including, without limitation, repairs which may at any time during the Term be required under any law or regulation, including the Americans with Disabilities Act, or recommended by any governmental authorities, insurance underwriters, inspection Rating Bureaus, or insurance inspectors designated by Landlord. Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations or repairs. All such work shall be performed in a good and workmanlike manner in accordance with all laws and using high quality materials. In accordance with Section. 6.06 hereof, all

additions, improvements, and alterations thereto which have been approved by Landlord shall, at Landlord's election, become the property of the Landlord upon the expiration or earlier termination of this Lease.

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**SECTION 6.04. Signs, Awnings and Canopies.**

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and shall not place or maintain any exterior lighting, plumbing fixture or protruding object or any decoration,

(Exterior box signs are prohibited. All signage must comply with city of St. Charles ordinance and must be approved by landlord in writing which approval shall not be unreasonably withheld.)

lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent, which approval may NOT BE UNREASONABLY WITHHELD.

Tenant further agrees to maintain any approved sign, awning, canopy, decoration, lettering, advertising matter or other item as may be approved, in good condition and repair at all times. With city of St. Charles approval, tenant may install exterior signage on the facade of the store facing east and facing south.

**SECTION 6.05. Tenant Shall Discharge All Liens.**

Tenant shall not create or permit to be created or to remain, and shall discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work of materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interest therein, provided, that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord.

Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics', laborers' or materialmen's lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be required by Landlord or a lender of Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released and judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord shall promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant shall pay, protect and indemnify Landlord within ten (10) days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys', managers', or consultants' fees and costs, incurred by Landlord by reason of the filing of any lien and/or the removal of such lien.

SECTION 6.07. Security Interest in Tenant's Property.

[Intentionally Omitted]

SECTION 6.08. Maintenance by Landlord.

Landlord shall keep the exterior supporting walls, foundations, slab floor, roof, common areas, parking lot and downspouts in good repair, and provided that any repair required to be performed by Landlord hereunder shall not have been caused by negligence of Tenant, its concessionaires, officers, agents, employees, licensees, or invitees, in which event Tenant shall be responsible therefore. Landlord shall have no obligation to replace, repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilating, electrical, air conditioning, fire prevention equipment and other mechanical installations therein.

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ARTICLE VII

OPERATING RULES, REGULATIONS, SURRENDER

SECTION 7.01. Rules and Regulations.

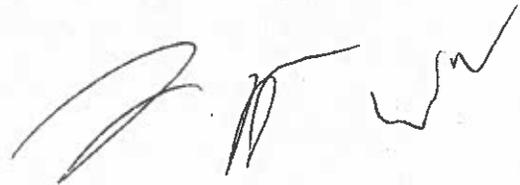
Tenant agrees to comply with and observe the rules and regulations set forth in Exhibit "E" attached hereto. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center.

ARTICLE VIII

INSURANCE

SECTION 8.01. Tenant's Coverage.

Tenant shall maintain at its sole expense during the term hereof, public liability insurance for injury to persons and property combined single limit covering the Premises in an amount of TWO MILLION DOLLARS (\$2,000,000 DOLLARS) all in forms and with companies satisfactory to Landlord naming Landlord, Managing Agent, Landlord's beneficiary, purchasers, officers and directors of Landlord of Landlord's beneficiary and Landlord's lender(s) as additional insureds thereunder. Furthermore, Tenant shall keep in force plate glass insurance, as well as fire and extended coverage insurance for the full replacement value of all improvements and property, including, but not limited to, inventory, trade fixtures, non-trade fixtures, furnishings and other personal property located in the Premises. Tenant shall cause all insurance policies required hereunder to name Landlord and Landlord's lender as an additional insured and 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 workmen's compensation or similar insurance to the extent required by law. Should Tenant fail to effect the insurance called for herein, 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 issued by it or by independent instrument furnished to Landlord shall provide that it will give Landlord and Landlord's lender thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled.



**SECTION 8.02. Increase in Fire Insurance Premium.**

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be carried by Landlord on the Premises or the Shopping Center, resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any increase of premium for the fire, and/or casualty rates on the Premises, Tenant shall pay the additional premium on the fire and/or casualty insurance policies of Landlord and/or other tenants by reason thereof. The Tenant also shall pay, in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when

Three handwritten signatures in black ink. The first signature on the left consists of two large, stylized 'A's. The middle signature is a complex, cursive scribble. The signature on the right is a simpler, more legible cursive signature.

rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

**SECTION 8.03. Indemnification.**

Tenant hereby agrees to indemnify and hold Landlord (and the parties named as additional insureds of Tenant's insurance policies pursuant to Section 8.01) harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use and occupancy of the Premises or the Shopping Center, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant, (c) any act, omission or negligence of Tenant, its agents or employees. Tenant further releases Landlord and Landlord's beneficiaries from liability for any damages sustained by Tenant or any other person claiming by, through or under tenant due to the Premises, the Shopping Center, or any part thereof any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to, any damage caused by water, snow windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Shopping Center except to the extent such claims, damages, liabilities or expenses arise from the negligence or willful misconduct of Landlord. Landlord and Landlord's beneficiaries shall not be liable for any damage to or loss of personal property, inventory, fixtures or improvements, from any cause whatsoever, except the affirmative acts of proven negligence or willful misconduct of Landlord, and then only to the extent not covered by insurance to be obtained by tenant in accordance with Section 8.01 hereof.

any claim  
(50%) of  
except as

**ARTICLE IV**

**CASUALTY AND CONDEMNATION**

**SECTION 9.01. Fire, Explosion or Other Casualty.**

In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired

by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend an amount for such repair in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace trade fixtures, stock, furniture, furnishings, floor covering and equipment. In the event of any such damage and Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) the Shopping Center is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If Landlord elects to rebuild the Shopping Center and/or the Premises, Landlord shall complete such reconstruction within one hundred eighty (180) days after the giving of the notice. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Minimum Rent and any additional charges shall be allowed from the date when the damage occurred until the Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the Floor Area of the Premises.

SECTION 9.02.

(Omitted)

SECTION 9.03. **Condemnation.**

If more than fifty percent (50%) of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, Landlord or Tenant may terminate this Lease by written notice to the other as of the date possession is taken by the condemning authority. If twenty-five percent (25%) or more of the Shopping Center is taken, or if any part of the Shopping Center is taken which causes its continued operation not to be economical in Landlord's sole opinion, Landlord may

terminate this Lease as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. In the event of a partial taking which does not result in the termination of this Lease, Minimum Rent shall be apportioned according to the part of the Premises remaining useable by Tenant. Promptly following such condemnation, Tenant shall, at Tenant's expense, perform any work required to replace the Premises in the condition that existed on the opening day of business and shall restore, repair or replace stock, trade fixtures, furniture, furnishings, floor covering and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

**SECTION 9.04. Condemnation Award.**

All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises or Shopping Center, shall be property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and the Tenant hereby assigns to Landlord all of the Tenant's right, title, and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for Tenant's moving expenses or the taking of Tenant's trade fixtures.

**ARTICLE X**

**DEFAULT AND REMEDIES**

**SECTION 10.01. Definitions.**

In the event that Tenant (a) fails to pay rent when due; (b) fails to pay all or any portion of any sum due from Tenant hereunder or pursuant to any exhibit attached hereto within five (5) days following notice; (c) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (d) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (e) fails to conduct business in the Premises for seven (7) consecutive days; (f) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any year; (g) becomes bankrupt, insolvent or

files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy, takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law any or all of the occurrences in this said Section 10.01 (g) shall be deemed a default on account of bankruptcy for the purposes hereof

and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease); (h) commits waste to the Premises or Common Areas; or (i) is otherwise in breach of Tenant's obligations hereunder and shall not have cured same within ten (10) days following written notice from Landlord; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, terminate Tenant's right to possession of the Premises and without terminating this Lease re-enter and resume possession of the Premises, with resort to process of any court, either by force or otherwise. Notwithstanding such re-entry by Landlord, Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay Rent and additional charges due hereunder for the full term hereof. Following re-entry of the Premises by Landlord, Tenant shall continue to pay all Rent and additional charges as same become due under the terms of this Lease, together with all other expenses incurred by Landlord regaining possession. Landlord shall make reasonable efforts to mitigate Tenant's damages by re-letting the Premises but shall be under no obligation to direct prospective tenants from other portions of the Shopping Center. Upon re-letting sums received from such new Lessee by Landlord shall be applied first to payment of costs incident to re-letting; any excess shall then be applied to any indebtedness to Landlord from Tenant other than Rent; and any excess shall then be applied to the payment of Rent which is due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts received hereunder and sums to be received by Landlord on re-letting, which deficiency Tenant shall pay to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of re-letting that remain following application of same in the manner set forth herein.

Following Landlord's termination of the lease and/or Tenant's right to possess the Premises, Landlord shall be entitled to recover from Tenant all the dollar amounts of Minimum Rent abated by Landlord under this Lease, Rent accrued and unpaid for the period up to and including such termination dated, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder.

SECTION 10.02. Rights and Remedies.

The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand.

**SECTION 10.03. Bankruptcy.**

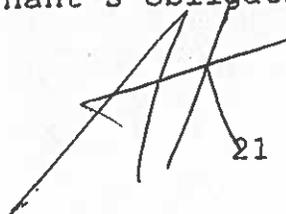
If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if (a) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (c) provides adequate assurance of performance during the fully stated term hereof of all the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease, as set forth hereinabove, shall include, without limitation, adequate assurance (i) of the source of rent reserved hereunder, and (ii) the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Minimum Rent, utilities or any other charges therefore required to be paid by Tenant under this Lease.

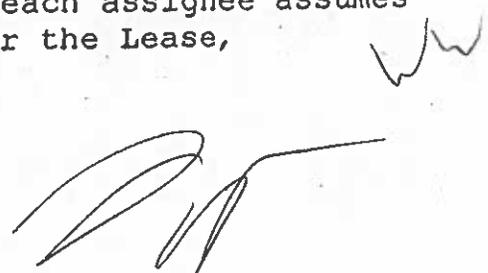
**ARTICLE XI**

**ASSIGNMENT AND SUBLETTING**

**SECTION 11.01. Assignment and Subletting.**

Tenant shall have the right, with the prior written consent of Landlord, to assign this Lease and any interest therein and to sublet the Premises, or any part thereof, or any right or privilege pertinent thereto, provided that each assignee assumes in writing all of Tenant's obligations under the Lease,

  
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Landlord shall not unreasonably withhold its consent to such an assignment or sublease. Any transfer of control of the ownership of Tenant, voluntarily or involuntarily, shall be deemed to be an assignment of the Lease and shall be subject to the foregoing provisions. Any attempt by Tenant to sublet all or any portion of the Premises, to encumber same, or to in any manner transfer, convey, assign Tenant's interest therein, allow the use or management thereof, in violation of the foregoing provisions, shall be void.

SECTION 11.02. Change of Control. [Intentionally Omitted]

ARTICLE XII

RIGHT OF ENTRY

SECTION 12.01. Right of Entry.

Provided prior notice is given to Tenant, except in emergency situations, Landlord shall have the right to enter the Premises to make such repairs, alterations, improvements or additions as Landlord may deem desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. However, if Landlord makes any such alterations, improvements or additions which render the Premises untenable, in whole or in part, a proportionate abatement of the Minimum Rent and Additional Rent shall be allowed from the date when alterations, improvements or additions are first begun until the date they are completed, said proportion to be computed on the basis of the relation that the gross square foot area of the space rendered untenable bears to the floor area of the Premises. During the six months prior to the expiration of the Lease Term or any renewal term, or termination of the lease, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation.

ARTICLE XII

TENANT'S PROPERTY

SECTION 13.01. Taxes.

Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant and taxes assessed on the basis of Tenant's occupancy thereof, including, but not limited to, taxes measured by Rents due from Tenant hereunder.

SECTION 13.02. Notices by Tenant.

Tenant shall give immediate telephone or telegraphic notice to Landlord's managing agent in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or defects therein or in any fixtures or equipment and shall promptly thereafter confirm such notice in writing.

ARTICLE XIV

SUCCESSION TO LANDLORD'S INTEREST

SECTION 14.01. Attornment.

Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining term.

SECTION 14.02. Subordination.

This Lease shall be subordinate to the lien of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises are apart, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof, provided Tenant's right to possession and leasehold interest hereunder shall not be disturbed or affected

by such lien or foreclosure or termination thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgages or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

**SECTION 14.03. Mortgagee's Approval.**

~~If any mortgagee of the Shopping Center requires any modifications of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request therefore, provided said request is made prior to the Commencement Date. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either from damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: the amount of Rent or other charges reserved herein; the size and/or location of the Premises; the duration and/or Commencement Date of the term; or the reduction of the improvements to be made by Landlord to the Premises prior to delivery of possession; or any other material provision of this Lease.~~

**SECTION 14.04. Estoppel Certificate.**

Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser of the Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those

Handwritten signatures and initials at the bottom of the page. On the left, there is a large, stylized signature. To its right, there are several smaller, less distinct marks. On the far right, there is a signature that appears to be 'AK' with a wavy line above it.

claimed by Tenant) and the dates to which Rent and other charges have been paid.

ARTICLE XI

SURRENDER OF PREMISES

SECTION 15.01. Condition on Surrender.

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty excepted. In addition at Tenant's sole cost and expense, Tenant shall remove any and all odors or smell cause and related to the Tenant's use of the Premises. Tenant shall have repaired any damage to the Premises caused by the removal of any improvements or alterations made to the Premises or any furniture, trade fixtures or other personal property placed in the Premises.

SECTION 15.02. Holding Over.

Should Tenant, without Landlord's written consent, hold over at the end of the term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay Minimum Rent and other charges at two (2) times the highest monthly rate provided for herein ("Holdover Rent"). In addition to Holdover Rent, Tenant shall pay any and all damages incurred by Landlord resulting directly or indirectly from Tenant's holding over, including but not limited to loss of rent from prospective tenants, attorneys' fees and costs, real estate commissions and other expenses.

ARTICLE XVI

MISCELLANEOUS

SECTION 16.01. Leasing Rights Reserved to Landlord.

Landlord reserves the right, exercisable at its election without notice and without liability to Tenant for damage or injury to property, person or business, and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease, to grant to anyone

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the right to conduct any business or render any service in the Shopping Center, EXCEPT SALE OF TAI FOOD which tenant shall have an exclusive right to sell at the shopping center. EXCEPTION: An existing TAI ICE CREAM store may continue its operation indefinitely without tenant objecting to this use.

**SECTION 16.02. Waiver.**

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord and signed by landlord.

**SECTION 16.03. Accord and Satisfaction.**

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

**SECTION 16.04. Entire Agreement.**

This Lease and the Exhibits, if any, attached hereto and forming a part hereof, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.



**SECTION 16.05. No Partnership.**

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

**SECTION 16.06. Force Majeure.**

In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**SECTION 16.07. Notices.**

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered personally or sent by either United States certified mail postage prepaid or overnight courier and shall be addressed (a) if to Landlord, at the address of Landlord provided in Section 1.01 or at such other address as Landlord may designate by written notice and (b) if to Tenant, at the address provided in Section 1.01 for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made in which event notice shall be effective upon mailing.

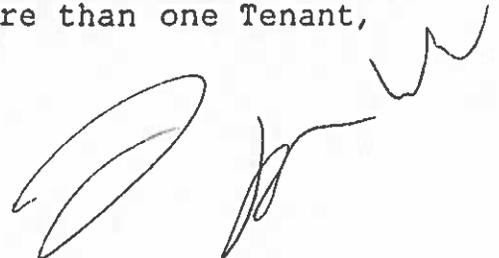
**SECTION 16.08. Captions and Section Numbers.**

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in any way affect this Lease.

**SECTION 16.09. Tenant Defined, Use of Pronoun.**

The work "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant,

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any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. 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.

**SECTION 16.10. Trade Name; Competing Stores.**

Tenant hereby covenants and agrees: (a) to operate in the Premises only under the Trade Name set forth in Section 1.01 and under no other name or Trade Name whatsoever without Landlord's prior written consent, (b) to continuously use, occupy and operate the whole of the Premises for the sale of its goods or services in accordance with its Permitted Use and for no other purpose whatsoever, and (c) not to own, operate or be financially interested in, either directly or indirectly (by itself or with others), a business like or similar to the business permitted to be conducted hereunder, or which employs the same or similar Trade Name, within a radius of 1/4 of a mile of the perimeter of the Shopping Center. Without limiting Landlord's other available remedies, in the event Tenant should violate this covenant (c) above, Landlord may, at its option, (x) terminate this Lease upon thirty (30) days' written notice to Tenant or (y) enjoin the operating of the violative store.

**SECTION 16.11. Broker's Commission.**

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease

and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiations thereof.

**SECTION 16.12. Partial Invalidity.**

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION 16.13. Execution of Lease.**

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

**SECTION 16.14. Recording.**

Tenant agrees not to record this Lease. However, Tenant and Landlord, upon request of either, agree to execute and deliver a memorandum or so-called "short form" of this Lease in recordable form for the purpose of recordation at Tenant's expense. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease Term and shall incorporate this Lease by reference. The amount of the Rent shall be deleted from any document so recorded.

**SECTION 16.15. Applicable Law.**

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

**SECTION 16.16. Rider**

Intentionally omitted.

**SECTION 16.17. Time is of the Essence.**

Time is of the essence of this Agreement.

**SECTION 16.18. Successors and Assigns.**

Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

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**SECTION 16.19. Survival of Obligations.**

All provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

**SECTION 16.20. Representations.**

Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein.

**SECTION 16.21. Environmental Representations and Warranties, Covenants.**

Tenant agrees to indemnify and hold Landlord harmless from any liability or damages Landlord may incur, including attorneys' and consultants' fees, for any (i) contamination of the real estate on which the Shopping Center is constructed, the Shopping Center or the Premises, (ii) storage of hazardous or toxic materials on such real estate or (iii) any violation of federal or state environmental laws, ordinances, regulations or rules, any of which is caused or committed by Tenant, its employees, agents customers or invitees. This provision shall be a continuing obligation of Tenant and shall survive the termination of the Lease.

**SECTION 16.22. Landlord's Liability.**

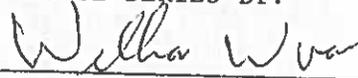
Landlord's liability hereunder shall be limited solely to Landlord's interest in the Shopping Center.

**SECTION 16.23. Land Trustee Exculpation. [Intentionally Omitted].**

**SECTION 16.24 Joint Liability.**

In the event more than one Tenant executes this Lease, the liability of the Tenants shall be deemed joint and several.

AGREED TO: LANDLORD JOHN WONAIS REALTY LLC-ST.  
CHARLES PLACE SERIES BY:

  
\_\_\_\_\_  
manager

AGREED TO: TENANT

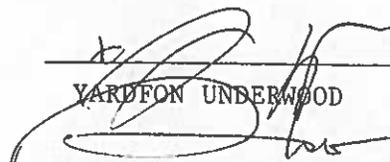
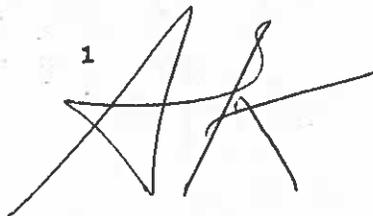
  
\_\_\_\_\_  
YARDFON UNDERWOOD  
\_\_\_\_\_  
Atchara-Khantakharn

EXHIBIT E

Rules and Regulations

1. Tenant shall not place unsightly objects against glass partitions, doors, fences or gates, nor cover more than 25% of any glass window or door with a sign or signs. Any and all signs that may be seen from off the Premises shall in all events be commercially prepared and of neat appearance.
2. Tenant shall not place any radio or television antenna, loudspeakers or similar devices on the roof or exterior of the Shopping Center, except that a radio or television antenna may be installed by Tenant if express written consent of Landlord shall first be obtained and such installation is made only in accordance with the restrictions which may be included in such consent.
3. Blinds, shades, awnings, window ventilators and other similar equipment visible from outside of the Premises shall be installed by Tenant only in accordance with the prior written approval of Landlord.
4. Tenant shall not burn any trash of any kind in the Shopping Center except in the incinerator, if any, which may from time to time be provided and operated by Landlord.
5. Tenant shall not use any media, such as loudspeakers, phonographs, radio or television which broadcast or are placed in a manner to be heard or seen in the Shopping Center outside the Premises.
6. Tenant shall not use any space in the Leased Premises for living quarters, whether temporary or permanent.
7. Except as otherwise specifically provided in the Lease, Tenant shall not keep inflammables, such as gasoline, kerosene, naphtha and benzine, or explosives, or any other articles of an intrinsically dangerous nature on the Premises.
8. Tenant shall store trash and garbage outside of the Leased Premises, at places and times and in containers as designated by Landlord.
9. Tenant shall not conduct auction, fire or bankruptcy sales in or about the Premises or anywhere in the Shopping Center.
10. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated therefor by Landlord.
11. Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.
12. In advertising or other publicity, Tenant shall use the name of the Shopping Center as the address of the business conducted on the Premises.
13. Tenant shall keep the Premises free and clear from rodents, bugs and vermin, and will at its sole cost and expense use exterminating services when reasonably requested by Landlord to do so.
14. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.



15. The outside areas immediately adjoining the premises shall be kept clean by the Tenant, and the Tenant shall not place or permit any obstructions, merchandise or machines of any kind in such areas.

16. Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord.

17. Tenant shall, if: odors, excessive heat, moisture, smoke or other air contaminants, including, but not limited to those produced by food service facilities emanate from the leased premises, and where directed by the landlord, provide separate exhaust systems and "make-up air systems."

LAW OFFICES

1025 OGDEN AVENUE  
LISLE, ILLINOIS 60532  
FAX: 630.852.4185

WILLIAM J. WONAIS, ESQ. 2nd FLOOR PHONE: 630.852.4125  
SUITE 211

JW.REALTY.PARTNERSHIP@GMAIL.COM

JANUARY 16, 2023

TO: Yardfon Underwood yardfond@yahoo.com

Landlord revised lease terms for space# 115 as follows:

Initial Term: 3 years and 4 months  
Three option terms each for 3 years.

Tenant takes space "AS-IS" "WHERE-IS" and makes all improvements. Landlord on the 1st day business is opened pays tenant \$50,000 (non-refundable)

RENT: First 120 days FREE RENT; - INITIAL TERM  
1st year \$2600 a month plus utilities except landlord pays water/sewer "  
2nd year \$2700 a month " "  
3rd year \$2800 a month " "

FIRST OPTION TERM:  
1st year \$2900 a month " "  
2nd year \$3000 a month " "  
3rd year \$3100 a month " "

SECOND OPTION TERM:  
1st year \$3200 per month" "  
2nd year \$3300 per month" "  
3rd year \$3400 per month" "

THIRD OPTION TERM:  
1st year \$3500 per month" "  
2nd year \$3600 per month" "  
3rd year \$3700 per month" "

Throughout the lease and option terms LANDLORD NOT TENANT pays RE TAXES, CAM AND INSURANCE ON ENTIRE STRIP MALL

Tenant can be an LLC or CORPORATION with personal guarantees

A SIGNED WRITTEN LEASE PREPARED BY LANDLORD IS REQUIRED FOR THERE TO BE A BINDING AGREEMENT.

\_\_\_\_\_  
William Wonais, landlord

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Southern Cafe, Located at 1590 E. Main Street	
	Presenter:	Police Chief Keegan	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> March 18, 2024	
<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>The new owners of Southern Cafe, located at 1590 E Main Street, are requesting approval of a B-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 a B-1 Liquor License application for Southern Café, located at 1590 E Main Street, St. Charles.			



# Memo

Date: 3/12/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police J. K.

Re: Background Investigation-Southern Cafe/Class-B; 1590 E. Main Street

---

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.

As is customary procedure, a detective was assigned this investigation and reviewed both the site location/floor plans and the corresponding application material.

It should be noted that this is an asset sale of the current business after the buildout/remodel of the former Gino's East within the Stone Creek Shopping Center. This is a Class B request.

Overall, the police department found nothing of a derogatory nature that would preclude either the site location or the applicants from moving forward with both liquors sales and on-site consumption, subject to City Council approval.

Thank you in advance for your consideration in this matter.

# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Darpan S. Patel/Pritesh M. Patel/Chirag R. Patel

BUSINESS: Southern Cafe

ADDRESS: 1590 E. Main St.

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

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

INVESTIGATOR ASSIGNED: Detective Jacobo #374

SUPERVISOR REVIEW: Sgt. Vicicondi 368



# Memo

Date: 3/14/2024  
 To: Chief Keegan #300 (via Chain of Command)  
 From: Detective Jacobo #374 *EV368*  
 Re: Liquor License Background Southern Café CPD Inc., DBA Southern Café

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The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. The investigation was done based on the application submitted for Class B-1 for the business, Southern Café CPD Inc., DBA Southern Café. This business is located at 1590 E. Main St.

### Applicants/Owners:

Darpan Patel	Pritesh M. Patel	Chirag R. Patel
03/04/95	08/02/84	08/08/82
1420 Blume Dr.	1317 Seabury Cir.	1621 Crowfoot Cir N.
Elgin, IL 60124	Carol Stream, IL 60188	Hoffman Estates, IL 60169

### Application

The application was received on 02/23/24. The application appears to be complete including, signed lease, Certificate of Insurance, floor plan, menu and business plan. Darpan has a valid BASSET Certification, which is included in the application.

### On-Site Manager/Owner:

Darpan S. Patel  
 DOB: 03/04/95

On 03/05/24, I met with Darpan S. Patel, Pritesh M. Patel and Chirag R. Patel at the St. Charles Police Department where they signed waiver forms to allow me to conduct their background investigation. I was advised that all 3 are part owners of the business. Darpan will be on the on-site manager for Southern Café. Darpan advised that eventually they will be hiring a new manager for the restaurant. I was advised they decided to buy Southern Café from the previous owner and will be keeping the operation of restaurant the same.

Darpan has a current BASSET certification. I verified that Darpan's ILCC BASSET (5A-0110606) certification is valid with an expiration date of 01/25/27.

Darpan's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

Darpan provided his Certificate of Naturalization (No. 37125809), which is included with the application.

**Applicant/Owner:**

Pritesh M. Patel

DOB: 08/02/84

Pritesh resides at 1317 Seabury Cir. Carol Stream, IL and has resided at this residence for 20 years.

In regards to why are they taking over Southern Café, Pritesh explained the current owner is retiring and they saw a listing for the business that it was for sale. Darpan, Pritesh and Chirag decided to purchase the restaurant.

Pritesh advised that there is a liquor inventory at this time and it is being sold under the soon to be ex-owner's liquor license.

Pritesh stated that he has never had a liquor license in the past.

Pritesh stated that they are officially taking over ownership of the restaurant on 03/15/24.

Pritesh stated that they plan to continue to serve alcohol once this liquor license application is approved.

There are no renovations to be done on the restaurant.

The business currently has a total of 16 employees, and Darpan will be on the onsite manager.

A check with the Carol Stream Police Department revealed only one contact in which Pritesh filed a report for Identity Theft on 06/05/21.

A search of ICLEAR showed no contacts for Pritesh.

A search of our department's New World system and Kane County Aegis Link shows last contact in 2010 by Geneva PD on a traffic stop.

A check of the Kane County Circuit Court Clerk, DuPage County Circuit Court Clerk, Cook County Circuit Clerk's Office and the TLOxp database revealed nothing that would prohibit Darpan from performing his duties.

Pritesh's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

Pritesh provided his Certificate of Naturalization (No. 30549920), which is included with the application.

**Applicant/Owner:**

Chirag R. Patel

DOB: 08/08/82

Chirag R. Patel resides at 1621 Crowfoot Cir N. Hoffman Estates, IL 60169 and has resided at this residence for 4 years. Prior Chirag resided at 1235 Tyburn Dr. Schaumburg, IL from 07/2002-08/2020

In regards to why are they taking over Southern Café, Chirag explained the current owner is retiring and they saw a listing for the business that it was for sale. Darpan, Pritesh and Chirag decided to purchase the restaurant.

Chirag advised that there is a liquor inventory at this time and it is being sold under the soon to be ex-owner's liquor license.

Chirag stated that he has a current liquor license in Schaumburg, IL. The name of his business is Sportsman Cardinal located 1421 Schaumburg, Rd. Schaumburg, IL 60194.

Chirag stated that he has never had any liquor law violations.

Chirag stated that they are officially taking over ownership of the restaurant on 03/15/24.

Chirag stated that they plan to continue to serve alcohol once this liquor license application is approved.

There are no renovations to be done on the restaurant.

The business currently has a total of 16 employees, and Darpan will be on the onsite manager.

A check with the Hoffman Estates Police Department revealed no record for Chirag.

A check with the Schaumburg Police Department revealed no record for Chirag.

A search of our department's New World system and Kane County Aegis Link shows one contact by our department in 2019 for a vehicle accident report.

A check of the Kane County Circuit Court Clerk, DuPage County Circuit Court Clerk, Cook County Circuit Clerk's Office and the TLOxp database revealed nothing that would prohibit Chirag from performing his duties.

Chirag's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

Chirag provided his Certificate of Naturalization (No. 27365619), which is included with the application.

A check of the Illinois Liquor Control Commission showed a current active license for Southern Café and Sportsman Cardinal Wine & Spirits.

A business entity search was completed and found an active license for Southern Café CPD Inc. Along with BHAVANI1421 INC.

A check with the Schaumburg Police Department revealed no record for Chirag. However, I am still awaiting a response from Schaumburg concerning any contact/past issues with Chirag's liquor license.

I will complete an addendum to this investigation once it is received.

This concludes this background investigation.

  
Detective J. Jacobo #374

City of St. Charles, Illinois Liquor Control Commission  
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION



Incomplete applications will not be accepted.

Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

**Business Name**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application	Applicant	Office Use
Application Fee of \$200 (5.08.070C) non-refundable <small>Non-refundable</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is <b>only</b> needed for <b>each manager</b> . It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all <b>fixed objects</b> , such as pool tables, bar stools, vending/amusement machines; as well as all <b>exits</b> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <input type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary.	<input type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alcohol Tax Acknowledgement and Business Information Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OFFICIAL USE ONLY**

\_\_\_\_\_  
Signature of Investigating Officer

\_\_\_\_\_  
Badge Number & Rank

Approval Recommended\*       Approval NOT Recommended

\_\_\_\_\_  
Signature of Chief of Police

\_\_\_\_\_  
Date

**\*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**



# Receipt

Date: February 22, 2024

Payment Method	Check No.	Received From
Check	1888	Southern Cafe

**Notes:**

Class B liquor license application fee and fingerprint fee for Southern Cafe.

Qty	Cost	Description	Account Code	Fee
		Liquor License Class A - Packaged	100999-42100	\$ -
1.00	\$200.00	Liquor License Class B - Restaurants	100999-42101	\$ 200.00
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
		Liquor License Class D - Specific	100999-42103	\$ -
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
		Cigarette	100999-42230	\$ -
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
1	\$50.00	Fingerprint Fee (\$50 per person)	100999-46299	\$ 50.00
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
		Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
<b>Total</b>				<b>\$ 250.00</b>

**Thank you for your business!**

**LICENSE INFORMATION:** A Package \$3200-3600     A1     A2     A4     A5     A6 B Restaurant \$2400-3600     B1     B2     B3 Late Night Permit 1:00am \$800 (B/C only) C Tavern \$2400-3600     C1     C2     C1 Late Night Permit 2:00am \$2300 (B/C only) D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies    **D-Type** \_\_\_\_\_ G Brewery/Restaurant or Site License - \$varies     G1     G2 H Catering License - \$varies     H1     H2*\*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.**\*Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)***APPLICANT INFORMATION**1. Type of Business:     Individual     Partnership     Corporation     Other (explain):

2. Business Name:

The Southern Cafe

3. Business Address:

1590 E. Main st. st. Charles, IL, 60174

4. Type of Business  
(5.08.070-3):

Restaurant

5. Length of Time in this  
Business (5.08.070-4):6. Value of merchandise that normally will be in inventory when in  
operation (5.08.070-5): \$5000

7. Business Phone:

630-945-3437

8. Business E-mail:

southerncafe2@gmail.com

9. Business Website:

thesoutherncafe.com

10. Illinois Tax ID Number:

93-4162273

11. Applicant/Contact Person Name:

Darpan Patel

12. Title:

Secretary

13. Email:

darpanpatel95@gmail.com

18. If Corporation, Corporation Name:

Southerncafe CPD INC.

19. Corporation Address (city, state, zip code):

1317 Seabury Cir.  
Carol Stream, IL 60188**ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION**

Full Name, include middle initial: Pritesh M Patel    Title: president

Full Name, include middle initial: Chirag R Patel

Title: Treasurer

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address, and all addresses for the last 10 years:

Email Address:

#### BUSINESS ESTABLISHMENT LOCATION INFORMATION

1. Exact Street Address for liquor license:

1590 E. Main St.  
St. Charles IL 60174

2. # Parking

Spaces: 35

3. Outside Dining s.f.

[17.20.020-R]: 300

4. Total Building s.f.:

4400

5. Total # Seats: 160

6. Live Entertainment Area s.f. [5.08.010-H]:

—

7. Brief Business Plan description based on type of establishment listed above (5.08.070-6):

- Existing breakfast restaurant

#### PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

Attach to this application a floorplan or layout of the proposed facility to include the following:

1. Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following:
  - a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
  - b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);
  - c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
3. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4. It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

**THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.**

**CORPORATION / PREMISES QUESTIONS**

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)?  Yes  No  
 Is any individual a naturalized citizen?  Yes  No  
 If yes, print name(s), date(s), and place(s) of naturalization:  
Darpan Patel

2. Is the premises owned or leased (5.08.070-6A)?  Owned  Leased

3. If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):

**Name of Building Owner:** DLJ stone creek LLC **Phone Number:**  
636-464-9009  
**Address of Building Owner:** 3494 Jeffco Blvd **E-mail Address:**  
djones@fortune-fin corp.com  
 Arnold, MO, 63010  
**Mailing Address of Building Owner (if different):**

**Name of Building Owner:** **Phone Number:**  
**Address of Building Owner:** **E-mail Address:**  
**Mailing Address of Building Owner (if different):**

**Name of Building Owner:** **Phone Number:**  
**Address of Building Owner:** **E-mail Address:**  
**Mailing Address of Building Owner (if different):**

4. Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license?  Yes  No  
 If yes, please list the business name(s) and address(es):

5. Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?  
 Yes  No  
*If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)*

6. Are any improvements planned for the building and/or site that will require a building permit?  Yes  No  
 If yes, has a building permit been applied for?  Yes  No Date of permit application \_\_\_\_\_

7. Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)?  Yes  No  
 If yes, what was the disposition of the application? Explain as necessary:

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p><b>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</b></p> <p><b>Government Unit:</b> _____ <b>Location, City/State:</b> _____</p> <p><b>Date:</b> _____ <b>Special Explanations:</b> _____</p> <p><b>Government Unit:</b> _____ <b>Location, City/State:</b> _____</p> <p><b>Date:</b> _____ <b>Special Explanations:</b> _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If yes, list all reasons on a separate, signed letter accompanying this application.</b></p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</b></p>
11.	<p><b>Complete ONLY if yes was answered to the question above (10):</b></p> <p><b>Name:</b> _____ <b>Name of Business:</b> _____</p> <p><b>Position with the Business:</b> _____ <b>Date(s) of Denial:</b> _____</p> <p><b>Reason(s) for Denial of License:</b> _____</p>
12.	<p><b>Date of Incorporation (Illinois Corporations) (5.08.070-10):</b> 09/07/2023</p> <p><b>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):</b> _____</p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14. All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).  
 Has this been done?  Yes  No  
 If yes, date(s):

15. Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)?  Yes  No  
 If already furnished, date of delivery:

16. Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?  
 Yes  No

**B.A.S.S.E.T. TRAINING**

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name (First, Middle, Last): Darpan S Patel Birthdate: 03/04/1995  
 Home Street Address, Incl City, State, Zip: 1420 Blume Drive, Elgin, IL 60124  
 Date of Course: 01/25/2024 Place Course was Taken: American safety council Certificate Granted?  Y/N Expiration: 01/25/2027

Name (First, Middle, Last): Birthdate:  
 Home Street Address, Incl City, State, Zip:  
 Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

Name (First, Middle, Last): Birthdate:  
 Home Street Address, Incl City, State, Zip:  
 Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

Name (First, Middle, Last): Birthdate:  
 Home Street Address, Incl City, State, Zip:  
 Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

**NEW MANAGEMENT REQUIREMENTS**

Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.

It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

**COMMENTS/ADDITIONAL INFORMATION**

Business Name: The Southern Cafe

**SIGNATURES**

D. Spate

**Applicant's Signature**

Subscribed and sworn before me this 21<sup>st</sup> day of February, 2024

(Seal)



Kelly K Ranck  
Notary Public

**ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION**

To be completed by the City of St. Charles Police Department

Date: \_\_\_\_\_ Name of Applicant: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_ Ward Number: \_\_\_\_\_

Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1. Date on which applicant will begin selling retail alcoholic liquors at this location: \_\_\_\_\_
2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station?  Yes  No
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business?  Yes  No  
**If yes, answer a, b and c:**
  - a. State the kind of such business:
  - b. Give date on which applicant began the kind of business named at this location:
  - c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?  
 Yes  No
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church?  Yes  No  
**If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore?**  Yes  No

5.	<p>Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
7.	<p>If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
8.	<p>Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
9.	<p>Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
10.	<p>Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
11.	<p>It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
12.	<p>From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, state exceptions:</p>
13.	<p>Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Fingerprinted by: _____ Date: _____</p>
14.	<p>Other necessary data:</p>



**DLJ Properties, Inc.**  
COMMERCIAL REAL ESTATE SERVICES

DANIEL L. JONES, PRESIDENT  
djones@fortunefincorp.com

**COMMERCIAL LEASE**

**ARTICLE 1  
LEASE INFORMATION**

**Date of Lease:** January 2, 2024

**Landlord:** DLJ Stone Creek, LLC, a Missouri limited liability company

**Landlord's Address:** 3494 Jeffco Blvd.: Arnold, MO 63010

**Tenant:** Southerncafe CPD, Inc., an Illinois corporation

**Tenant's Address:** 1590 East Main Street; St. Charles, IL 60174

**Leased Property:** Approximately 4,400 rentable square feet known as 1590 East Main Street in the Tin Cup Pass Retail Buildings (the "Complex") in the City of St. Charles, County of Kane, State of Illinois, together with the real property upon which it is situated, including all facilities and improvements thereon.

**Term:** Ten (10) Years

**Commencement Date:** Closing Date of Sale of The Southern Cafe

**Termination Date:** February 28, 2034

<b>Base Rent:</b>	<b>Year 1</b>	<b>Rent psf - \$18.73</b>	<b>Annual - \$82,412.00</b>	<b>Monthly - \$6,867.67</b>
	<b>Year 2</b>	<b>Rent psf - \$19.10</b>	<b>Annual - \$84,040.00</b>	<b>Monthly - \$7,003.33</b>
	<b>Year 3</b>	<b>Rent psf - \$19.48</b>	<b>Annual - \$85,712.00</b>	<b>Monthly - \$7,142.67</b>
	<b>Year 4</b>	<b>Rent psf - \$19.87</b>	<b>Annual - \$87,428.00</b>	<b>Monthly - \$7,285.67</b>
	<b>Year 5</b>	<b>Rent psf - \$20.27</b>	<b>Annual - \$89,188.00</b>	<b>Monthly - \$7,432.33</b>
	<b>Year 6</b>	<b>Rent psf - \$20.68</b>	<b>Annual - \$90,992.00</b>	<b>Monthly - \$7,582.67</b>
	<b>Year 7</b>	<b>Rent psf - \$21.09</b>	<b>Annual - \$92,796.00</b>	<b>Monthly - \$7,733.00</b>
	<b>Year 8</b>	<b>Rent psf - \$21.51</b>	<b>Annual - \$94,644.00</b>	<b>Monthly - \$7,887.00</b>
	<b>Year 9</b>	<b>Rent psf - \$21.94</b>	<b>Annual - \$96,536.00</b>	<b>Monthly - \$8,044.67</b>
	<b>Year 10</b>	<b>Rent psf - \$22.38</b>	<b>Annual - \$98,472.00</b>	<b>Monthly - \$8,206.00</b>

**Tenant's Proportionate Share:** 14.26% of the total CAM and Real Estate Taxes for the Complex (total of 30,851 square feet) and 100% of any CAM related specifically and exclusively to the Tenant. As of the date of this lease the current CAM and Real Estate Taxes per month are approximately \$2,101.00 and shall be paid monthly in addition to base rent. Annual changes to CAM and Real Estate Tax charges can change annually after the year end Landlord reconciliation.

**Tenant Improvements:** None.

**Option to Renew:** Landlord shall grant Tenant the option to renew this lease for three (3) additional consecutive terms of five (5) years each as specified in Article 5.

**Security Deposit:** \$5,867.00 credited to Southerncafe CPD, Inc. by transfer on business closing statements.



Real Estate Brokers: None for Landlord.

Exhibits to Lease: All Exhibits to this Lease are by this reference made a part hereof as though set out in full herein.

*Exhibit A - Leased Property Rules*

*Exhibit B - Exclusives*

*Exhibit C - Guaranty*

## **ARTICLE 2**

### **PREMISES**

In consideration of the covenants, terms, conditions, rent, and agreements set forth in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Property described in Article 1.

## **ARTICLE 3**

### **USE AND PARKING**

The Leased Property shall be used and occupied by the Tenant for the use of a breakfast and lunch restaurant that is open to the public and for no other purposes whatsoever; provided, however, that the Tenant shall not use or occupy the Leased Property for any unlawful business use or purpose. Tenant and its employees, customers, and licensees shall have the nonexclusive right to use, in common with other tenants in the Building, the Leased Property, and the building complex owned by Landlord and commonly known as 1544-1590 East Main Street; St. Charles, IL 60174 (the "Complex"), and subject to the Leased Property Rules, the common areas in the Complex, including common parking areas, if any (exclusive of the parking or truck loading areas designated or to be designated by Landlord for the exclusive use of other tenants in the Complex), driveways and alleys adjacent to the Building.

## **ARTICLE 4**

### **TERM**

The term of this Lease shall be for the period described in Article 1 (the "Term"). Tenant and Landlord agree the commencement date shall be as noted in Article 1. Subject to the availability of the Leased Property, the Tenant shall have the right prior to the commencement date to enter upon the Leased Property at reasonable times for the purpose of preparing the Leased Property for its intended use. If by mutual consent of the parties Tenant takes possession of the Leased Property prior to the commencement date (other than pursuant to the previous sentence), then during such pre-term period, Tenant shall pay rent as herein established on a pro rata basis and such occupancy shall be under all of the terms and conditions of the Lease, but in such event the expiration date as set forth above shall remain the same. If the Leased Property is not ready for Tenant's occupancy on the Commencement Date, Tenant's obligation to pay rent shall not commence until the date the Tenant takes possession of the Leased Property and the rent shall abate pro rata for the month in which the Commencement Date occurs. If the Commencement Date is a date other than as set forth in Article I, Landlord and Tenant shall execute and deliver to one another a written statement specifying the Commencement Date.

## **ARTICLE 5**

### **OPTION TO RENEW**

So long as Tenant is not in default of its obligations under this Lease, Tenant is hereby granted the option to extend the Term with respect to the Premises for three (3) additional consecutive terms of five (5) years each, which if timely exercised shall extend the Termination Date accordingly. Tenant to give Landlord at least one hundred eighty (180) days' notice prior to the end of the current Term of its desire to exercise the next option. Landlord and Tenant to agree on rental rates and terms at that time for each option exercised.

## **ARTICLE 6**

### **RENT AND OTHER CHARGES**

The Tenant shall pay to the Landlord the monthly Base Rent described in Article 1 in lawful money of the United States in advance and without demand on the first day of each month throughout the Term. However, if the



commencement date occurs on a date other than the first day of a calendar month, the monthly Base Rent for the partial calendar month during which the commencement date occurs shall be prorated, based on a thirty (30) day month, and due and payable on the commencement date. In addition to the monthly Base Rent, the Tenant shall pay to the Landlord all charges for any services, goods, or materials furnished by Landlord at Tenant's written request, which are not required to be furnished by Landlord under this Lease, within thirty (30) days after the Landlord renders a statement therefor to Tenant. Subject to any applicable cure or grace periods, all sums hereunder are payable without deduction, abatement, or setoff of any nature whatsoever, at the office of the Landlord, at the address set forth in Article 1, or at such other place as the Landlord may from time to time designate in writing. All past due obligations of the Tenant shall bear interest at the Prime Rate, as published in The Wall Street Journal, plus two (2) percent or, if such rate be unlawful, at the highest lawful rate.

The Tenant shall further pay to Landlord, as additional rent, Tenant's Proportionate Share of Landlord's "Common Area Maintenance Costs" or "CAM" (as hereinafter defined) with respect to the Complex of which the Leased Property forms a part. Such CAM shall be paid monthly and adjusted for reasonable increases or decreases annually. CAM as used herein shall mean and include all operating costs and expenses of every kind, type, or nature paid or incurred by Landlord with respect to the Complex (exclusive of charges and expenses that are the responsibility of Tenant pursuant to this Lease or of other tenants in the Complex pursuant to their respective leases). By way of example and not limitation, such operating costs and expenses include all: (i) repair and maintenance expenses of Landlord including snow removal, the cutting of grass, and extermination costs; (ii) wages and salaries of all janitorial and maintenance employees engaged in the operation and maintenance of the Complex, including all taxes, insurance and benefits relating thereto; (iii) all supplies and materials used in the operation and maintenance of the Complex; (iv) cost of all maintenance and service agreements; (v) cost of water, trash removal, sewer services, storm water detention structures, electric, gas, power, heating, lighting, ventilating, air-conditioning and other utilities servicing the common areas of the Complex; (vi) cost of repairs, maintenance and upkeep of the landscaping, grounds, walkways, controls, fire protection sprinklers, underground lawn sprinkler systems, and parking areas of the Complex, including reasonable reserves for all such maintenance and upkeep; (vii) Complex management fees, if any; (viii) personal property taxes assessed against property owned by Landlord and used in the maintenance and operation of the Complex; (ix) the reasonable cost of all accounting, legal and other professional fees, including contingent fees, expenses and costs incurred by Landlord in protesting any assessments, levies, or tax rates (Tenant acknowledges that any limitations on CAM herein shall not apply to any legal or other professional fees incurred by Landlord in connection with Landlord's enforcement of any obligations or responsibilities of Tenant under this Lease); (x) cost of property insurance, (xi) cost of any fire alarm service and support agreement; and (xii) cost, as reasonably amortized by the Landlord (with interest at the rate per annum equal to the generally prevailing prime rate as published daily in The Wall Street Journal on the date of installation of the capital improvement) of any capital improvement made after the date of this Lease which reduces other operating costs and expenses, but in an amount not to exceed such reduction for the relevant year, or of any capital improvement required by government authority. CAM shall not include (i) any costs for which Landlord has been or is entitled to be paid or reimbursed by Tenant or any other tenant in the Complex or any third party; (ii) brokerage fees or commissions; or (iii) any taxes assessed against Landlord's business.

Tenant agrees to pay monthly installments on the first day of each month (to be credited toward the satisfaction of Tenant's CAM obligations herein) amounts reasonably estimated by Landlord from time to time. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total amount of CAM incurred during such calendar year, the amount of Tenant's Proportionate Share thereof and the total payments made by Tenant during such calendar year with respect thereto. If the amount of Tenant's Proportionate Share of the CAM for any such year exceeds the payments on account thereof made by Tenant, then Tenant shall pay the deficiency to Landlord within thirty (30) days after the receipt of such statement. If Tenant's Proportionate Share for such year is less than the payments on account thereof made by Tenant, then Landlord shall apply such excess on any amounts next falling due under this Lease. The obligation of the Tenant with respect to the payment of additional rent shall survive the expiration or termination of this Lease. Tenant and Landlord agree that Tenant's Proportionate Share shall be as defined in Article I and Tenant's Proportionate Share shall not hereafter be recalculated unless there is a change hereafter in the actual size of the Leased Property or the rentable area of the Complex. Nothing contained in this Section shall be construed as requiring Landlord to perform any services or make any expenditure with respect to the Complex or the Leased Property unless affirmatively and expressly provided elsewhere in this Lease.

## **ARTICLE 7** **TAXES**

(a) **Payment of Taxes.** Tenant shall pay to Landlord monthly installments on the first day of each month (to be credited toward satisfaction of Tenant's tax obligations herein) amounts reasonably estimated by Landlord from time to time to be Tenant's Proportionate Share of Real Property Taxes. Tenant's tax obligations herein shall include any and all Real Property Taxes now or hereafter applicable to the Leased Property and applicable to the Complex (limited to Tenant's Proportionate Share) during the Term but excluding federal or state income taxes on income earned

by Landlord from Landlord's ownership of the Leased Property. If any Real Property Taxes to be paid by Tenant shall cover any period of time prior to or after the expiration or earlier termination of the Term hereof, such Real Property Taxes shall be equitably prorated to cover only the period of time within the tax fiscal year this Lease is in effect. If Tenant shall fail to pay any taxes required by this Lease to be paid by Tenant, Landlord shall have the right to pay the same, and Tenant shall reimburse Landlord therefor upon demand. Tenant and Landlord shall each have the right to contest the validity and/or amount of any Real Property Taxes. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total amount of taxes incurred during such calendar year, the amount of taxes attributed to the Leased Property and the amount of Tenant's Proportionate Share taxes on the Complex and the total payments made by Tenant during such calendar year with respect thereto. If the amount of the taxes for any such year exceeds the payments on account thereof made by Tenant, then Tenant shall pay the deficiency to Landlord within thirty (30) days after the receipt of such statement. If the taxes for such year is less than the payments on account thereof made by Tenant, then Landlord shall apply such excess on any amounts next falling due under this Lease. The obligation of the Tenant with respect to the payment of taxes herein as additional rent shall survive the expiration or termination of this Lease. Tenant shall pay directly to any taxing authority all of Tenant's Personal Property Taxes.

(b) **"Real Property Taxes"** shall mean and include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (or payments in lieu of any of the foregoing) imposed upon the Leased Property or the Complex by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, levied against any legal or equitable interest of Landlord or Tenant in the Leased Property or in the real property of which the Leased Property are a part. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Law taking effect, during the Term, including, but not limited to, any change in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, whether or not contemplated by the Parties.

(c) **Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's trade fixtures, furnishings, equipment, and all personal property of Tenant contained in the Leased Property subject, however, to Tenant's right to contest the amount and/or validity thereof.

## **ARTICLE 8**

### **MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS**

(a) **Maintenance.** Subject to the Landlord's repair and maintenance obligations set forth herein, Tenant shall, at Tenant's sole cost and expense and at all times, maintain and keep the Leased Property and every part thereof in good order, condition, and repair (including janitorial and lightbulbs). Tenant, in keeping the Leased Property in good order, condition and repair, shall exercise and perform good maintenance practices and shall at all times comply with all health and sanitary rules and regulations. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Leased Property and all improvements thereon or constituting a part thereof in good order, condition, and state of repair, and in as good condition as at the beginning of the Term, reasonable wear and tear excepted.

Tenant will be responsible for routine, normal preventative maintenance of the HVAC system servicing the Leased Property on a semi-annual basis. Tenant shall use a professional and reputable HVAC company to perform the preventative maintenance.

Tenant will also be responsible for any repair of the HVAC system (separate from the above semi-annual maintenance) servicing the Leased Property up to \$1,000.00 per occurrence and Landlord will be responsible for any amount above \$1,000.00 per occurrence subject to Landlords' review and approval of documentation of such maintenance and repairs.

Notwithstanding anything contained herein to the contrary, Landlord shall, at its sole cost and expense, maintain and keep in good order, condition and repair: (i) the structural soundness of the Building, including but not limited to, its roof, foundation, and exterior walls (including windows, plate glass, doors or doors frames); (ii) the HVAC system servicing the Building and/or Leased Property subject to the above semi-annual maintenance and dollar limitation; (iii) all plumbing and sanitary sewer systems servicing the Building; (iv) the electrical systems servicing the Building; and (v) any and all other parts of the Leased Premises and the Building other than Tenant's trade fixtures, business equipment and personal property located in the Leased Premises. Landlord shall, as part of the CAM, maintain and keep in good order, condition and repair the equipment and areas located outside of the Leased Property including but not limited to grass, landscaping, driveways, exterior drainage and sewer lines, parking lots, fences,



sidewalks and parkways, and shall be responsible for the removal and treatment of snow and ice and other hazardous situations occurring or existing in such areas, and the disposal of trash.

(b) **Repair/Reconstruction.** Except as caused by Landlord or any of its employees, agents, or representatives, if any damage or destruction shall occur to the Leased Property for which Tenant is responsible and which, in Landlord's reasonable judgment, interferes with Tenant's use of the Leased Property for the purposes for which they have been let to Tenant, and this Lease has not otherwise been terminated, Tenant shall repair the Leased Property to restore same to its condition immediately prior to such damage.

(c) **Tenant's Obligations.** Tenant shall promptly pay, when due, the cost of all maintenance, repairs, and improvements for which it is responsible. Upon completion of such work, Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits, and full and final waivers of all liens for labor, services, or materials. Tenant shall indemnify, defend, and hold harmless Landlord and the Building from all costs, damages and liens and expenses related to such work. In connection with such work, Tenant shall never be deemed an agent of Landlord. All work done by Tenant or Tenant's contractors shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all applicable laws, statutes, ordinances, rules, regulations, permits, licenses, and insurance requirements. Any improvements or alterations to the Leased Property shall (without compensation to Tenant) become Landlord's property at the termination of the Term, and shall be relinquished to Landlord in good condition, ordinary wear excepted.

(d) **Landlord's Obligations.** Except as otherwise expressly provided herein, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Leased Property, the improvements located or to be located thereon, or the equipment therein. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Leased Property. Tenant and Landlord expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to any maintenance, repairs, or replacements to the Leased Property.

## **ARTICLE 9 INSURANCE**

(a) **Payment for Insurance.** Tenant shall pay for any and all insurance required under this paragraph or applicable law or otherwise obtained or maintained by Tenant. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured. If Tenant fails to obtain or maintain any insurance policy required by this Lease or applicable law, Landlord shall have the right to obtain or maintain the same and Tenant shall reimburse Landlord therefor upon demand. Prior to Landlord obtaining or maintaining insurance on behalf of Tenant, it shall first receive proposals (including premiums) from at least three nationally known insurance carriers and shall choose the insurance policy with the lowest annual insurance premium.

(b) **Liability Insurance.** Tenant shall obtain and keep in force during the Term a commercial general liability insurance policy respecting the Leased Property in an amount not less than \$1,000,000.00 and naming Landlord as an additional insured thereunder. In addition, Landlord shall obtain and maintain, with respect to the Leased Property and the common areas, including the parking lots and sidewalks, for the duration of the Term, a commercial general liability insurance policy in an amount not less than \$1,000,000.00 and naming Tenant as an additional insured thereunder.

### (c) **Property Insurance**

(i) **Building and Improvements.** Tenant shall pay for, as included in CAM, Tenant's Proportionate Share of the costs of Landlord's property insurance.

(ii) **Tenant's Personal Property Insurance.** Tenant shall either obtain a separate policy or by endorsement to a policy already carried, maintain insurance coverage on all of Tenant's personal property in, on, or about the Leased Property. The proceeds from any such insurance shall be used by Tenant for the replacement of Tenant's personal property.

**ARTICLE 10**  
**UTILITIES**

Tenant shall pay for all sewer, electricity, water, gas, heat, light, power, telephone, supplies, janitorial (including lightbulbs), and any and all other utilities and services now or hereafter supplied or to be supplied to the Leased Property, together with any taxes thereon. Tenant shall make such payments directly for all utilities and other services separately metered and shall pay upon receipt of invoice from Landlord for all utilities and other services that are not separately metered.

**ARTICLE 11**  
**INDEMNIFICATION**

Tenant shall, at all times during the Term hereof, protect, indemnify and save harmless Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, contests and expenses (including, without limitation, all reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against, Landlord and not covered by insurance, and which result from Tenant's exercise and satisfaction of, or failure to exercise and/or satisfy its duties and obligations under this Lease or otherwise with respect to Tenant's operations at the Leased Property, or any negligent act or omission on the part of Tenant resulting in (a) a death or injury, (b) a loss of or damage to any equipment or property within the Leased Property, and against any breach of any term, covenant or condition of this Lease by Tenant, (c) damages, losses and expenses relating to any metropolitan or other sewer district charges and fees, tax liens, mechanic's and suppliers liens including by way of example and not limitation, interest, penalties, costs, and attorneys' fees, and (d) violations of any laws, ordinances, or regulation with respect to the construction, use, operation, maintenance, alteration or improvement of the Leased Property, including by way of example and not limitation, all damages, losses, costs and expenses, fines and penalties.

Landlord shall, at all times during the Term hereof, protect, indemnify and save harmless Tenant from and against all liabilities, obligations, claims, damages, penalties, causes of action, contests and expenses (including, without limitation, all reasonable attorney's fees and expenses) imposed upon, incurred by, or asserted against, Tenant and not covered by insurance, and which result from Landlord's exercise and satisfaction of, or failure to exercise and/or satisfy, its duties and obligations under this Lease or otherwise with respect to the Leased Property or the Complex, or any negligent act or omission on the part of Landlord resulting in (a) a death or injury, (b) a loss of or damage to any equipment or property within the Leased Property, and against any breach of any term, covenant or condition of this Lease by Landlord, (c) damages, losses and expenses relating to any metropolitan or other sewer district charges and fees, tax liens, mechanics' and suppliers' liens including by way of example and not limitation, interest, penalties, costs and attorneys' fees, and (d) violations of any laws, ordinances, or regulation with respect to the construction, use, operation, maintenance, alteration or improvement of the Leased Property or the Complex, including by way of example and not limitation, all damages, losses, costs and expenses, fines and penalties.

**ARTICLE 12**  
**SURRENDER UPON TERMINATION**

Upon any termination of this Lease, the Tenant shall surrender the Leased Property broom clean and in as good condition as it was at the beginning of the Term, reasonable use and wear excepted. Tenant shall also surrender to Landlord all keys to the Leased Property and Building. Prior to the expiration of the Term, the Tenant shall remove all of Tenant's personal property. Tenant shall repair any damage occasioned by the removal of Tenant's furnishings, equipment, and alterations. If Tenant fails to remove Tenant's personal property or fails to leave the Leased Property in the condition described above, Landlord may remove such personal property and restore the Leased Property and charge Tenant for the actual cost of such removal and restoration. When Landlord is satisfied that all conditions of surrender have been met, then Landlord will refund Security Deposit, if any, to Tenant. If Landlord is not satisfied that all conditions of surrender have been met, then Landlord has the right to use any or all of the Security Deposit to restore the Premises to a satisfactory condition.

**ARTICLE 13**  
**DEFAULT AND LANDLORD'S REMEDIES**

(a) If Tenant shall default in the payment of any installment of the Rent or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for ten (10) days after receipt of written notice to Tenant, or if Tenant shall default in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe or perform and such default shall continue for thirty (30) days after written notice to Tenant (except that if such default cannot, with due diligence, be cured within thirty (30)



days, then said 30-day period shall be extended for such period as may be necessary to cure such default with due diligence, provided that Tenant begins to cure such default within such period and pursues such cure at all times with due diligence), or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days following the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not be dismissed within sixty (60) days from the date of appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant's Chief Executive or Chief Financial Officer shall admit in writing Tenant's inability to meet Tenant's debts as they mature, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at Landlord's option may, without notice or demand of any kind to Tenant or any other person, exercise one or more of the following described remedies, subject to Landlord exercising commercially reasonable efforts to mitigate any damages to it under this Lease, in addition to all other rights and remedies provided at law or in equity; provided that in any event, Landlord shall be entitled to recover all reasonable attorney's fees incurred by Landlord as a result of Tenant's default and Landlord shall (in the event of a bankruptcy by Tenant) be entitled to withdraw any remaining Security Deposit:

(i) Landlord may terminate this Lease and the estate created hereby, in which event Landlord may forthwith repossess the Leased Property and may be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord as damages, an amount, if any, equal to the Rent which would have been payable during any period of rent-free occupancy provided to Tenant by this Lease, together with a sum of money equal to the Rent provided to be paid by Tenant for the balance of the term. If Landlord enters into a new lease for the Leased Premises which new lease begins prior to the Termination Date of this Lease, then Tenant's obligation to pay Rent for the balance of the Term shall be prorated such that Tenant shall be obligated to pay Rent only for that period of time that the Leased Premises remains unoccupied.

(ii) Landlord may terminate Tenant's right of possession and may repossess the Leased Property by forcible entry or unlawful detainer suit, by taking peaceful possession or otherwise without terminating this Lease, in which event Landlord may relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Leased Property. If Landlord shall fail to relet the Leased Property, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the then-existing Term. If the Leased Property is relet and a sufficient sum shall not be realized from such reletting after paying all of the reasonable costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting to satisfy the Rent provided for in this Lease and the amounts recoverable by Landlord from Tenant pursuant to Subparagraph (a) of this paragraph, Tenant shall satisfy and pay the same upon demand therefor from time to time. Landlord may file suit to recover any sums falling due from time to time and no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(iii) No waiver of any default by Tenant shall be implied from any omission by Landlord to take any action on account of said default if such default persists or shall be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. The provisions of this section shall survive any termination of this Lease, unless the parties otherwise agree in writing.

(b) If Tenant shall fail to make any payment required under Articles 6, 7, 8, 9 or 10, Landlord may, at Landlord's option, pay such amounts as are due for taxes, maintenance, repairs, insurance or utilities, and Tenant shall reimburse Landlord for all such amounts, plus interest at the Prime Rate, as published in the Wall Street Journal, plus two (2) percent or, if such rate be unlawful, at the highest rate allowed by law.

#### **ARTICLE 14** **RIGHT OF ENTRY**

Landlord and Landlord's agents shall have the right to enter the Leased Property at any time, in the case of an emergency, and otherwise upon reasonable prior notice and during Tenant's business hours for the purpose of

inspecting the Leased Property or part thereof, as may be reasonably necessary to verify that Tenant is fulfilling Tenant's obligations under this Lease, performing any work which the Landlord elects to undertake for the safety, preservation, benefit or welfare of the Building and to cure any defaults by Tenant hereunder which Tenant shall have failed to cure after written notice thereof from Landlord and the expiration of any applicable cure periods hereunder. During the last six (6) months of the Lease term, the Landlord and Landlord's representatives may enter the Leased Property at any reasonable time after reasonable prior notice for the purpose of exhibiting the Leased Property to prospective tenants.

#### **ARTICLE 15 CONDEMNATION**

If all of the Leased Property is taken by condemnation, this Lease shall terminate on the date when the Leased Property shall be so taken, and the rent shall be apportioned as of that date. If part of the Building or Leased Property is taken by condemnation and the Building or Leased Property is thereby rendered not reasonably suitable for the continued conduct of Landlord's or Tenant's business, taking into consideration the nature, size and scope of such business immediately prior to the taking, then either party may elect by giving written notice to the other, to terminate this Lease, and in the event of such termination, all charges and rentals shall be apportioned as of the date of taking. No part of any award shall belong to the Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from pursuing any claim directly against the condemning authority for loss of business, depreciation to, damage to, or cost of removal of, or for the value of trade fixtures, furniture, business equipment or other personal property belonging to Tenant.

#### **ARTICLE 16 ASSIGNMENTS AND SUBLETTING**

Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the Leased Property or any part thereof to be used by others, without the prior written consent of Landlord in each instance which consent shall not be unreasonably withheld, and any attempt to do any of the foregoing without Landlord's consent shall be void. The sub-lease or assignment in no way mitigates Tenant's responsibilities of the lease terms incorporated herein. Notwithstanding anything contained herein to the contrary, Tenant may at any time request that the Lease be assigned in connection with the proposed or pending sale of substantially all of the Tenant's business assets, in which case the Tenant will be released from all liabilities under the lease after the effective date of the lease assignment. Landlord shall have discretion in approving or disapproving a proposed assignee and will have discretion on whether to assign this existing lease or enter into a new Lease with assignee. In the case of a business sale, Landlord and Tenant will enter into any applicable Termination Agreement as needed.

#### **ARTICLE 17 LIABILITY**

Except as otherwise provided by this Lease or except where caused solely by Landlord's (or any of its employees', agents' or representatives') negligence or intentional misconduct, the Landlord shall not be responsible or liable to the Tenant for any injury or damage resulting from acts or omissions of persons occupying property adjoining the Leased Property or any part of the Building of which the Leased Property is a part, or for any injury or damage resulting to the Tenant or Tenant's property from bursting, stoppage, or leaking of water, gas, electricity, sewer or steam pipes or from damage occasioned by water, snow, or ice being upon any sidewalk or any entranceway or being or coming through the roof, skylight, trap door or any opening in the Building or the Leased Property, or for loss resulting from theft, or mysterious disappearance, or any interference with light or air.

Except as otherwise provided in this Lease, Tenant hereby releases, discharges and agrees to defend, indemnify, protect and save harmless Landlord of and from any and all claims, demands, and liabilities for any loss, damage, injury or casualty whether it be that of either of the parties hereto or of third persons, caused by, growing out of, or happening in connection with Tenant's use or occupancy of the Leased Property or Tenant's use of any equipment, facility or property in or adjacent to the Building.



**ARTICLE 18**  
**AUTHORIZATION**

Each individual executing this Lease on behalf of a corporation, partnership, limited liability company, or trust represents and warrants that he or she has full power and authority to execute this Lease on behalf of such entity, and that this Lease constitutes the valid and binding obligation of such entity enforceable in accordance with its terms.

**ARTICLE 19**  
**AMERICANS WITH DISABILITIES ACT**

Tenant shall be responsible for compliance with the requirements of the Americans With Disabilities Act (the "ADA") with respect to the Leased Property, and the use and occupancy of the Leased Property by Tenant, and agrees to hold Landlord harmless with respect to failure by Tenant to fulfill Tenant's obligations under the ADA with respect to the occupancy and use of the Leased Property. Landlord represents that it has no knowledge of any violations of the ADA with respect to the Leased Property. Landlord shall be responsible for compliance with the requirements of the ADA with respect to the Complex (other than with respect to the Leased Property), and the use and occupancy of the Complex (other than the Leased Property) and agrees to hold Tenant harmless with respect to failure by Landlord to fulfill Landlord's obligations under the ADA with respect to the occupancy and use of the Complex (other than the Leased Property).

**ARTICLE 20**  
**HAZARDOUS MATERIALS**

The Building was constructed in compliance with the codes and regulations in effect at the time of construction. Landlord agrees to comply with all applicable laws and regulations relating to hazardous materials associated with the Building structure and common areas. The foregoing does not relate to compliance with laws or regulations which are applicable to the use or occupancy of premises in the Building by individual tenants or the conduct of such tenant's business in those premises and compliance with those laws and regulations shall be the sole responsibility of the individual tenants. As of the date of this Lease, to the best of Landlord's knowledge, the Leased Property contain no asbestos, and Landlord has received no notice with respect to the Building from any governmental agency of any violation of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Resource Conservation and Recovery Act ("RCRA") or any similar law or regulations in the State in which the Property is located.

**ARTICLE 21**  
**GENERAL PROVISIONS**

21.1. **Notices.** Any notice under this Lease shall be in writing and shall be deemed to be duly given only when delivered personally or mailed by certified mail, return-receipt requested, addressed to the Landlord at the Landlord's notice address, to the Tenant at the Tenant's notice address, or to Guarantor at Guarantor's notice address.

21.2. **Restrictions of Use.** The Tenant shall not allow, permit or suffer any noise, smoke or odor to escape from the Leased Property in a manner in which will constitute a public or private nuisance, or keep open any exterior or corridor door thereto, or permit any portion of the Leased Property visible from the exterior thereof to become unsightly or in disrepair, or permit any unsafe or hazardous condition to exist in the Leased Property.

21.3. **Leased Property Rules and Regulations.** The Landlord shall, from time to time, have the right to make, establish and promulgate reasonable rules and regulations for the Leased Property, and the occupants and tenants thereof, and the Tenant shall observe, keep and comply with such rules and regulations, provided that such rules are provided to Tenant prior to their effective dates. Current Leased Property Rules are attached hereto as Exhibit A and by this reference made a part hereof.

21.4. **Tenant's Damages.** In no event shall Landlord be liable to Tenant for consequential or incidental damages arising out of or relating to this Lease.

21.5. **Landlord's Title.** Landlord's title is and shall always be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

21.6. **Quiet Enjoyment.** Subject to the provisions of this Lease, Landlord covenants that Tenant, on paying the Rent and performing the covenants of this Lease on Tenant's part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Leased Property for the Term.

21.7. **Subordination.** This Lease is subject, junior and subordinate to all present or future financial encumbrances on the Building or the Leased Property and to all modifications, supplements, extensions, renewals and replacements thereof and to all advances made or hereafter to be made on the security thereof as fully as if such instruments had been executed, delivered and recorded prior to the Lease. Such subordination shall be self-executing without further act on the part of Landlord or Tenant; provided, however, that Tenant shall at any time hereafter, at the request of Landlord or any lienholder, execute any instruments that may be required by any lienholder for the purpose of confirming such subordination. If within thirty (30) days after receipt of a written request therefore, Tenant fails to execute and deliver to Landlord the instrument confirming the subordination, then Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument.

21.8. **Attornment.** In the event of any foreclosure of, or in the event of any exercise of the power of sale under any mortgage and/or deed of trust made by Landlord covering the Leased Property, Tenant shall attorn to and recognize such successor in interest as the Landlord under this Lease; provided, however that such successor may, at its sole option, accept or reject such attornment within two business days after such event by providing written notice thereof to Tenant. Upon acceptance by the successor in interest, such attornment shall be self-executing without further act on the part of Tenant; provided, however, that Tenant shall at any time hereafter, at the request of Landlord or any lienholder, execute any instruments that may be required to confirm such attornment.

21.9. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and subtenants as may be permitted hereunder. In the event of the sale of the Leased Property or transfer by Landlord of all of Landlord's interest in the Leased Property, Landlord shall be and hereby is entirely free and relieved of all covenants and obligations of Landlord hereunder.

21.10. **Lender Approval.** This Lease and all terms contained herein are made subject to and conditional upon Landlord's lender's approval, which shall be requested forthwith. Landlord shall use reasonable best efforts to obtain its lender's consent prior to the Commencement Date and shall provide evidence of such consent to Tenant upon its receipt. Tenant agrees to provide such financial information as may be reasonably required by Landlord or Landlord's lender to enable Landlord's lender to render such approval. Each of Landlord and Landlord's lender shall hold such information of Tenant's in confidence, and shall not disclose, any such information to any party without Tenant's prior written consent (except as may be required under law).

21.11. **Interpretation of Words.** All words which refer to Landlord and Tenant shall be considered to be of the gender and number required, and if the Tenant be more than one person, the provisions hereof shall apply to them jointly and severally.

21.12. **No Waiver.** The failure or delay of Landlord in requiring strict performance by Tenant of any covenant of this Lease shall not constitute a waiver of such covenant or Landlord's right to require strict performance thereof.

21.13. **Real Estate Brokers.** Landlord and Tenant each represent to the other that it has dealt only with the broker(s) named in Article 1 as broker(s) in connection with this Lease and agrees to indemnify and hold the other harmless from all loss, cost or expense (including reasonable attorneys' fees) suffered or incurred by the indemnified party as a result of any claims or demands of any other broker or brokers as a result of the parties entering into this Lease.

21.14. **Legal Requirements.** Tenant will not do or permit any act or thing which constitutes a public or private nuisance or waste, or which is contrary to any applicable law or legal requirement, or which might impair the value or usefulness of the Leased Property or any part thereof, or which might violate any jurisdiction over the Leased Property.

21.15. **Estoppel Certificate.** Tenant agrees that from time to time upon not less than fifteen (15) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and identifying the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Tenant is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that Tenant is in occupancy and paying rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any State thereof; and (g) as to such other matters as Landlord may reasonably request; and Tenant agrees that any such statements may be relied upon by Landlord and any prospective purchaser or mortgagee of the Leased Property or any other lender of Landlord.

21.16. **Mortgage Deed of Trust Holder Protection Clause.** On the date hereof and at such times as there are changes, Landlord shall provide Tenant with a true, complete, and correct list, with contact information, of all names of mortgagees and deed of trust holders of Landlord with respect to the Building. Tenant agrees to give any mortgagees



or deed of trust holders of Landlord with respect to the Building, by certified mail, a copy of any notice of default served upon the Landlord. Tenant further agrees that if Landlord is in default of Landlord's obligations hereunder, Tenant shall not commence any legal action to recover damages or terminate this Lease as a result of such default (it being acknowledged that, except as otherwise provided in this Lease, Tenant shall in no event be permitted to offset any damages or claims by Tenant against any amounts of base rent or additional rent owed hereunder), until Tenant has notified, by certified mail or overnight courier, such mortgagees and/or deed of trust holders of Tenant's intent to commence such action or terminate this Lease and such mortgagees and/or trust deed holders shall have failed to cure such default within twenty (20) days of receipt of such notice, or if such default cannot be cured within that time, then such additional time as may be necessary if within such 20-day period, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

21.17. **Severability.** If any provisions of this Lease or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and its application to other persons or circumstances shall not be affected and shall be enforced to the greatest extent not prohibited by law.

21.18. **Holding Over.** Unless otherwise agreed to in writing by Landlord and Tenant, if Tenant retains possession of the Leased Property or any part thereof after the termination of the Term, Tenant shall pay Landlord rent at 150% the monthly rate in effect immediately prior to the termination of the Term for the time Tenant thus remains in possession and, in addition thereto, Tenant shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section do not exclude Landlord's rights of re-entry or any other right hereunder. No such holding over shall be deemed to constitute a renewal or extension of the term hereof.

21.19. **Landlord's Right to Transfer Interest.** Landlord has the right to transfer Landlord's interest in the Leased Property and in this Lease, and upon any such transfer, Landlord shall automatically be released from all liability under this Lease, and Tenant shall look solely to such transferee for the performance of Landlord's obligations hereunder. Landlord may assign Landlord's interest in this Lease to a mortgage lender as additional security provided that such assignment shall not release Landlord from Landlord's obligations hereunder, and Tenant shall continue to look solely to Landlord for the performance of Landlord's obligations hereunder.

21.20. **Applicable Law and Partial Invalidity.** This Lease shall be governed by and enforced in accordance with the laws of the State in which the Leased Property is located. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

21.21. **Force Majeure.** Any provision, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty or other causes beyond the reasonable control of the party required to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligations, imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease.

21.22. **Non-Binding Unless Signed.** Submission of the form of this Lease for examination shall not bind Landlord in any manner, and no lease or other obligation of Landlord shall arise until this instrument is signed by both Landlord and Tenant, approved by the holder of any mortgage, deed of trust, or other financial encumbrance on the Leased Property having such approval rights, and delivery is made to each party.

21.23. **Disclosure.** The terms and conditions of this Lease may not be disclosed by Tenant to third parties, except to Tenant's employees, attorneys, accountants and other persons or entities as Tenant deems may be appropriate on a confidential basis, or otherwise to allow Tenant to carry out Tenant's obligations and to effect Tenant's rights under this Lease, without the prior written consent of Landlord.

21.24. **Waiver of Trial by Jury.** Each of Landlord and Tenant hereby agrees not to elect a trial by jury of any issue triable of right by jury and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to the claim, counterclaim, or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily, and is intended to encompass individually each instance and each issue to which the right to a trial by jury would otherwise accrue. Each of the parties is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by both parties hereto.

21.25. **Time of the Essence.** Time is of the essence with respect to the performance and observance of all of the terms, covenants, and conditions hereof by Tenant.

21.26. **Headings.** The headings are for the convenience of reference only, and in no way define, limit, or describe the scope of any part of this Lease, nor are they considered as forming a part of this Lease or affecting it.



21.27 **Entire Agreement.** This Lease, together with the Exhibits hereto, constitutes the sole and entire agreement between the parties relative to the Leased Property. No representations as to the Leased Property or agreements have been made by the Landlord to the Tenant either directly or indirectly prior to or at the execution of this Lease that are not included in this Lease.

21.28 **Memorandum of Lease.** This Lease shall not be recorded. Notwithstanding the foregoing, at either party's request, Landlord and Tenant shall execute, acknowledge, and deliver a memorandum of lease in form suitable for recording. The requesting party may thereupon record such memorandum of lease at its expense. Upon expiration or sooner termination of the Term, Tenant shall execute and deliver to Landlord such customary documents and instruments, in form suitable for recording, as Landlord may reasonably request to evidence the termination of the Lease and the memorandum of lease.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE LEASED PROPERTY.

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

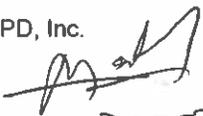
**LANDLORD**  
DLJ Stone Creek, LLC

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

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

Date: \_\_\_\_\_

**TENANT**  
Southerncafe CPD, Inc.

By:   
PRITESH PATEL

Title: PRESIDENT

Date: 02-19-2024

By: Darpan Patel D.S. Patel

Title: Secretary

Date: 02-19-2024

By: Chirag Patel CPD

Title: Treasurer

Date: 02-19-2024



**EXHIBIT A**  
**LEASED PROPERTY RULES**

Tenant's use of the Building, Leased Property, and Complex shall be governed by the following rules. Landlord reserves the right to unilaterally amend or add to the rules, subject to the terms and conditions of the Lease, and such amendments and additions shall be effective when notice of the same is given to Tenant in the manner provided in the Lease.

1. Subject to the express provisions of the Lease, nothing shall be displayed, painted or affixed by Tenant on any part of the exterior or interior of the Building or Leased Property (except within the Leased Property) without the prior written consent of Landlord, and then only of such color, size, style and material as shall be reasonably approved by Landlord and in compliance in all respects with any and all applicable laws, ordinances, codes and regulations. Subject to the express provisions of the Lease, window treatments shall not be placed in the Leased Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
2. Other than those machines installed as of the date hereof, Tenant shall not install any vending machines without Landlord's consent, which shall not be unreasonably withheld. Tenant shall not install or permit on the Leased Property any coin or token operated amusement devices whatsoever.
3. Upon the prior written consent of Landlord, Tenant may place a sign upon the Leased Property to advertise Tenant's business and Tenant's activities on the Leased Property. Any such sign shall comply in all respects with all applicable laws, codes, and ordinances, and shall be erected in accordance with all applicable approvals, licenses and permits.
4. The exterior areas of the Leased Property shall not be obstructed by Tenant or used in any way except for ingress and egress. Tenant shall place no objects outside the Leased Property without Landlord's consent.
5. The bathroom fixtures shall not be used for purposes other than those for which they were constructed. The cost of repairing any damage shall be borne by Tenant.
6. Tenant shall not permit littering of the exterior area of the Leased Property and shall keep the exterior of the Building and Leased Property free and clear of all trash, debris, waste, and rubbish.
7. Tenant shall not make noises, cause disturbances or vibrations or use any electrical or electronic devices or other devices that emit unreasonable sound or other waves or disturbances or create odors outside the Leased Property except at the top of the vent stack, any of which in the reasonable judgment of Landlord may be offensive to other tenants of the Building or which would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any musical instrument or equipment or any similar device inside or outside the Leased Property without the prior written approval of Landlord, which will not be unreasonably delayed or withheld if such device is consistent in all respects with the Permitted Use. The use thereof, if permitted, shall be subject to the reasonable control of Landlord to the end that others shall not be disturbed or annoyed.
8. Tenant assumes full responsibility for protecting the Leased Property from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Leased Property closed and secured at appropriate times.
9. No animals or birds shall be allowed in any part of the Leased Property without the prior consent of Landlord, which may be withheld or delayed if the keeping of such items is not consistent in all respects with the Permitted Use.
10. All janitorial service to the Leased Property shall be the responsibility of Tenant at Tenant's cost. Landlord shall in no way be responsible for any loss of property on or from the Leased Property.
11. Except as appropriate under the Permitted Use, Tenant shall not accumulate or store on the Leased Property any wastepaper, discarded records, books, paper files, rags, rubbish, or other combustible matter. Tenant shall not place in any trash receptacle any materials which cannot be disposed of in the ordinary course, and, subject to number 12 below, Tenant shall keep all trash within Tenant's Leased Property. All garbage and refuse disposal shall be made in accordance with Landlord's instructions as designated from time to time.
12. All trash and garbage shall be stored in vermin-proof containers, shall be deposited in areas and containers specified by Landlord, and shall be prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall not install automatic garbage disposal equipment without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

13. No auction, bankruptcy, going out of business or similar sale shall be held on the Leased Property; however, a grand opening sale or event shall be permitted.
14. Tenant shall police all of the Leased Property for litter and collect and remove such litter.
15. Tenant shall maintain a pest control contract with a licensed pest exterminator approved by Landlord. Such services shall be sufficient to keep the Leased Property reasonably free of pests and vermin.
16. Tenant shall obtain and maintain at Tenant's expense all approvals, licenses, and permits necessary for the conduct of Tenant's business on the Leased Property and Tenant shall conduct Tenant's business on the Leased Property in compliance with all applicable laws, ordinances, codes, rules, regulations, approvals, permits and licenses.
17. Tenant shall comply with the reasonable suggestions of Landlord's or Tenant's insurance carrier for the Leased Property.



**EXHIBIT B**  
**EXCLUSIVES**

Exclusive use granted to Tenant, Southerncafé CPD, Inc.:

- (a) Provided Tenant shall (i) operate its business in the Premises (exclusive of closures for casualty and condemnation), (ii) use the Premises solely for the Permitted Use, and (iii) not be in default under the Lease beyond any applicable notice and cure period allowed herein, Tenant shall have the exclusive right in the Shopping Center to operate a "Breakfast Restaurant" and Landlord shall not operate, sell, lease, license or permit any person or entity to operate a Breakfast Restaurant within the Shopping Center.
- (b) As used in this Lease, "Breakfast Restaurant" is defined as any eating or drinking establishment advertising or holding itself out to the public to be a breakfast restaurant; provided, however, notwithstanding anything to the contrary contained herein, the term Breakfast Restaurant shall not include a donut shop, a bagel shop, a bakery or a coffee shop.

### **Exhibit C** **Guaranty**

In order to induce DLJ Stone Creek, LLC ("**Landlord**") to enter into that certain Lease Agreement dated January 17, 2024 (the "**Lease**") between Landlord and Southerncafe CPD, Inc. ("**Tenant**"), and in consideration of the benefits inuring to the undersigned (collectively, the "**Guarantor**") under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein (the "**Guaranteed Obligations**"). This Guaranty shall remain in full force throughout the original lease Term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate, and Guarantor shall not be released thereby but shall constitute to be fully liable to the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees, to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto.

All existing and future advances by Guarantor to Tenant and all existing future debts of Tenant to Guarantor shall be subordinated to all Guaranteed Obligations owed to Landlord under the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon professed exercise of such powers shall be guaranteed under this Guaranty. Guarantor hereby represents and warrants to Landlord that Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. Any reference in those provisions to Tenant shall mean each Guarantor and any reference in those provisions to the Lease shall mean this Guaranty.



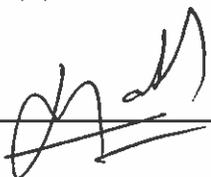
Guarantor covenants and agrees with Landlord: (a) to deliver to Landlord all of those financial statements, reports and other information of Guarantor reasonably requested by Landlord but no more often than once a year unless Guarantor is in default after notice and cure periods; and (b) not to transfer any material portion of Guarantor's assets for less than full value until all of the Tenant's obligations under the lease are satisfied in full. A "transfer" means any type of disposition of any right, title or interest whatsoever, whether voluntarily or involuntarily, directly, or indirectly, including without limitation any sale, exchange, assignment, gift, or similar disposition. Notwithstanding the foregoing, Guarantor may transfer the Guarantor's assets to any future trust of which Guarantor is the sole grantor provided such trust executes a guaranty in form and substance substantially similar to this Guaranty for the benefit of the Landlord.

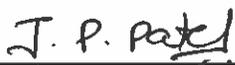
If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GUARANTOR(S)

  
\_\_\_\_\_  
Pritesh Patel

  
\_\_\_\_\_  
Jagu Patel

  
\_\_\_\_\_  
Chirag Patel

  
\_\_\_\_\_  
Hemangi Patel

  
\_\_\_\_\_  
Darpan Patel





E&A Insurance Group LLC  
20276001 Tom Traina  
(999) 999-9999  
tom@eaigroup.net

## **Commercial Insurance Proposal**

Prepared for :  
**Southerncafe CPD Inc DBA Southern Cafe**  
**1590 E Main St**  
**Saint Charles, IL 60174-2327**  
**614-373-6049**  
**ACCOUNT 2000012021**

Prepared by :  
**E&A Insurance Group LLC**  
**316 W Northwest Hwy**  
**Barrington, IL 60010**  
**(999) 999-9999**

Agent :  
**20276001 Tom Traina**

Date Prepared :  
**02/14/2024**



E&A Insurance Group LLC  
 20276001 Tom Traina  
 (999) 999-9999  
 tom@eaigroup.net

**Southerncafe CPD Inc DBA Southern Cafe**  
*Commercial Insurance Proposal*

**Account Summary**

Coverage	Quote ID	Quote Date	Quote Effective Date	Premium
Businessowners	0005857155	02/14/2024	02/29/2024	\$ 4,747.00
Liquor Liability	0007179886	02/14/2024	02/29/2024	\$ 443.00
Cyber Liability	0007034148	02/14/2024	02/29/2024	\$ 273.00
Commercial Umbrella	0007202592	02/14/2024	02/29/2024	\$ <b>OPTIONAL</b> 684.00
<b>Total Estimated Annual Premium :</b>				<b>\$ 6,147.00</b>

**Premiums and pay plan options displayed are estimates and may be subject to change upon policy issuance.**

Full Pay	One installment of \$6,147.00
Semi-Annual	Two equal installments of \$3,073.50
Quarterly	Four equal installments of \$1,536.75
Monthly	New Business, 2 months down of \$1,024.50 with 10 equal installments billed thereafter of \$512.25 Renewal, Twelve equal installments of \$512.25

If you elect the full pay option, the amount listed above is what you will pay. All other options (semi-annual, quarterly and monthly) are subject to fees to cover additional costs associated with installment billing. These charges will be included in your payment schedule and added to your policy balance at the time each bill is sent.

If you prefer to pay in installments but still want to save money, paying by recurring ACH from your checking or savings account will reduce your future installment fees to \$2. All other installment bills are subject to a \$7 fee.

To enroll in a recurring ACH plan, visit our Policyholder Services site and register for an online account.

Please note that these fees are not included in your overall total policy premium and that both installment amounts and intervals may be adjusted due to policy changes. If you would like to make changes to your payment plan, please contact our Premium Receivables Department.

Thank you for considering Society Insurance to protect your business.

20276001 Tom Traina

This quotation contains only a general description of coverages and is not a statement of contract. All coverages are subject to the exclusions and conditions in the policy. Coverage is not bound and no coverage will be afforded by this quotation. Premium charges are based on information provided by the applicant and rates in force at the time of quotation on 02/14/2024. This quotation is valid until 03/29/2024.

# **SOCIETY INSURANCE, a mutual company**

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

## **Subject To/Contingencies**

### **Restaurant**

**Quote subject to the kitchen hood exhaust system and hood automatic fire suppression systems being professionally serviced at a minimum of a semi-annual frequency.**

**Coverage is subject to a favorable risk control survey.**

**Quote subject to the insured not having any wood burning stoves, fireplaces, pellet stoves, or other solid fuel heating devices.**



E&A Insurance Group LLC  
20276001 Tom Traina  
(999) 999-9999  
tom@eaigroup.net

## Southerncafe CPD Inc

*Businessowners Proposal*

Account: 2000012021

Quote: 0005857155

### BUSINESSOWNERS

Total Businessowners Estimated Annual Premium \$ 4,747.00

### LIABILITY LIMITS

Occurrence Limit:	1,000,000
Aggregate Limit:	2,000,000
Products/Completed Operations Aggregate Limit:	2,000,000
Personal and Advertising Injury Limit:	1,000,000
Medical Expense Limit:	1,000

### CREDITS

Sprinkler Credit	Location 1
Individual Risk Premium Modification (IRPM) Credit	

### BOP COVERAGES

The following additional coverages and/or limits are within your policy forms.

Coverage	Limit
Personal Property Off Premises	10,000
Tenants Improvements and Betterments	Included in BPP Limit



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**Southerncafe CPD Inc**  
*Businessowners Proposal*

**Account: 2000012021**

**Quote: 0005857155**

**POLICY LEVEL COVERAGES**

<b>Coverages</b>	<b>Limit</b>
Electronic Data	10,000
Employee Dishonesty	10,000
Business Income - Contamination	Three Weeks
Business Income - Waiting Period	0 Hours
Business Income - Extended Period of Indemnity	60 Days
Civil Authority	4 Consecutive Weeks
Forgery and Alteration	10,000
Money Orders and Counterfeit Money	10,000
Interruption Of Computer Operations	10,000
Contamination-Clean Up Expense	25,000
Customer Expense Reimbursement	Fourteen Days
Guest Personal Property	15,000
Watercraft - Extension Of BPP	5,000
Terrorism	
Employment-Related Practices Liability Endorsement	25,000
Deductible - 1,000	
Retroactive Date - 02/29/2024	
Prior Or Pending Litigation Date -	
Liability to Non-Employee	
Special Events	
Amendment - Aggregate Limits Of Insurance (Per Project)	
Amendment Of Personal And Advertising Injury Definition	
Sponsored Athletic Event	
Additional Insured - Automatic Status When Required in Written Contract or Agreement (NonConstruction)	

**Total Estimated Policy Level Premium** **\$ 905.00**





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**Southerncafe CPD Inc**  
*Businessowners Proposal*

**Account: 2000012021**

**Quote: 0005857155**

**Location 1 - Building 1**

**Classification:** Restaurants NOC - With sales of alcoholic beverages - 09607

**Construction Type:** Masonry Non-combustible

**Building Property of Others Basis:** Replacement Cost with 0% Increase for Inflation Protection

**Sprinkler:** Yes

**Year Built:** 1970

Coverage	Limit	Deductible	Premium
Business Personal Property	300,000		\$ 690.00
Building Property of Others	10,000		\$ 25.00
Damage to Premises Rented To You	100,000		
Accounts Receivable	30,000		
Outdoor Property	20,000		
Portable Storage Unit	10,000		
Valuable Papers and Records			
On-Premises Limit	10,000		
Off-Premises Limit	5,000		
Liability And Medical Expenses (Occupant Liability)			
Product Contamination	10,000	1,000	
Product Spoilage	10,000	1,000	
Service Interruption Business Income and Extra Expense			
Terrorism			
Business Income Dependent Properties	5,000		
Special Events Extended Personal Property	10,000		

**Total Location 1 Building 1 Level Premium** **\$ 3,546.00**

**Total Businessowners Estimated Annual Premium** **\$ 4,747.00**



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## Southerncafe CPD Inc *Liquor Liability Proposal*

Account: 2000012021

Quote: 0007179886

### LIQUOR LIABILITY

Total Liquor Liability Estimated Annual Premium

\$ 443.00

### LIMITS

Occurrence Limit: \$ 1,000,000  
Aggregate Limit: \$ 1,000,000

### Policy Level Coverages

Additional Insured – Volunteer Workers

Exposure

Premium

\$ 12.00

Primary State: Illinois

Location 1 1590 E Main St, Saint Charles, IL 60174-2327

### Coverage

RESTAURANTS AND BARS

Exposure

75,000

Premium

\$ 431.00

Location(s) Premium \$ 431.00

Total Estimated Liquor Liability Premium \$ 443.00

Subject to state statute sub-limits if applicable

## Southerncafe CPD Inc

### Cyber Liability Proposal

Account: 2000012021

Quote: 0007034148

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### CYBER LIABILITY

Total Cyber Liability Estimated Annual Premium: \$ 273

Revenue: \$ 1,580,000

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### LIMITS

Maximum Policy Aggregate Limit: \$ 50,000

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### CYBER LIABILITY COVERAGES

#### Third Party Liability Coverage Agreements

	Each Claim	Aggregate <sup>1</sup>	Deductible
Multimedia Liability	\$ 50,000	\$ 50,000	\$ 0
Security and Privacy Liability	\$ 50,000	\$ 50,000	\$ 0
Privacy Regulatory Defense and Penalties	\$ 50,000	\$ 50,000	\$ 0
PCI DSS Liability	\$ 50,000	\$ 50,000	\$ 0
TCPA Defense	\$ 5,000	\$ 5,000	\$ 0

#### First Party Liability Coverage Agreements

	Each Claim	Aggregate <sup>1</sup>	Deductible
Breach Event Costs	\$ 50,000	\$ 50,000	\$ 0
Post Breach Remediation Costs	\$ 5,000	\$ 5,000	\$ 0
BrandGuard®	\$ 50,000	\$ 50,000	See Below <sup>2</sup>
System Failure	\$ 50,000	\$ 50,000	See Below <sup>3</sup>
Cyber Extortion	\$ 50,000	\$ 50,000	\$ 0
Cyber Crime	\$ 5,000	\$ 5,000	\$ 0
Reward Expenses	\$ 5,000	\$ 5,000	\$ 0
Court Attendance Costs	\$ 5,000	\$ 5,000	\$ 0

<sup>1</sup> Subject to maximum annual aggregate

<sup>2</sup> 2 week waiting period, 6 months period of indemnity

<sup>3</sup> 8 Hour waiting period, 6 months period of indemnity



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tom@eaigroup.net

## Southerncafe CPD Inc

*Cyber Liability Proposal*

### Cyber Property Damage Coverage

Property Damage - First Party Sub-limit	1,000 Deductible
\$ 5,000 Occurrence Limit	
\$ 5,000 Aggregate Limit	
Property Damage - Third Party Sub-limit	1,000 Deductible
\$ 5,000 Property Damage Claim Limit	
\$ 5,000 Aggregate Limit	
Combined Property Damage Aggregate Limit	
\$ 5,000 Limit	



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tom@eaigroup.net

## Southerncafe CPD Inc

Commercial Umbrella Proposal

Account: 2000012021

Quote: 0007202592

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### UMBRELLA

Total Commercial Umbrella Estimated Annual Premium \$ 684.00

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Primary State: IL

Coverage	Limit
Umbrella	\$ 1,000,000
Liquor	\$ 1,000,000

Description	Premium
Umbrella Liability Coverage	\$ 600.00
Umbrella Liquor Liability Coverage	\$ 84.00

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Total Commercial Umbrella Estimated Annual Premium \$ 684.00

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(999) 999-9999  
tom@eaigroup.net

## Southerncafe CPD Inc

*Commercial Insurance Proposal*

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### Additional Insured Schedule - Account 2000012021

LOB	Quote/Policy	Additional Insured Name/ Address	Coverage	Form #
	Businessowners 0005857155	DLJ Stone Creek LLC 3494 Jeffco Vlvd Arnold, MO 63010	Additional Insured - Managers Or Lessors Of Premises	BP 04 02

## Southerncafe CPD Inc

### Commercial Insurance Proposal

The below is a comprehensive list of forms that apply to all policies quoted above. Please reference each individual policy to note which coverages apply to the specific policies.

#### Forms List

Form Number	Edition Date	Form Name	Line of Business
BP0003	07-13	Businessowners Coverage Form	Businessowners
BP0154	01-18	Illinois Changes	Businessowners
BP0402	07-13	Additional Insured - Managers Or Lessors Of Premises	Businessowners
BP0417	01-10	Employment-Related Practices Exclusion	Businessowners
BP0441	07-13	Business Income Changes - Time Period	Businessowners
BP0483	01-10	Removal Of Insurance-To-Value Provision	Businessowners
BP0493	01-06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception	Businessowners
BP0501	07-02	Calculation of Premium	Businessowners
BP0515	12-20	Disclosure Pursuant To Terrorism Risk Insurance Act	Businessowners
BP0517	01-06	Exclusion - Silica Or Silica-Related Dust	Businessowners
BP0523	01-15	Cap On Losses From Certified Acts Of Terrorism	Businessowners
BP0538	01-15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism	Businessowners
BP0542	01-15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	Businessowners
BP0598	07-13	Amendment Of Insured Contract Definition	Businessowners
BP0643	04-06	Illinois Changes - Defense Costs	Businessowners
BP0695	01-10	Illinois - Employment-Related Practices Liability Endorsement	Businessowners
BP0702	07-02	Amendment - Aggregate Limits Of Insurance (Per Project)	Businessowners
BP1417	01-10	Designated Location(s) General Aggregate Limit	Businessowners

## Southerncafe CPD Inc

### Commercial Insurance Proposal

#### Forms List

Form Number	Edition Date	Form Name	Line of Business
BP1491	07-13	Amendment Of Personal And Advertising Injury Definition	Businessowners
BP1504	05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	Businessowners
BP1511	12-16	Exclusion Unmanned Aircraft	Businessowners
BP1530	09-19	Cannabis Property Exclusion	Businessowners
BP1532	09-19	Cannabis Liability Exclusion	Businessowners
BP1560	02-21	Cyber Incident Exclusion	Businessowners
EPL120	01-21	Liability to Non-Employee	Businessowners
SIBP0404	08-22	Business Personal Property Limit - Automatic Increase	Businessowners
SIBP2103	08-23	Exclusion - Violations Involving Biometric Information Privacy	Businessowners
TBP3020	01-21	Outdoor Signs	Businessowners
TBP3040	01-21	Personal Property Off-Premises	Businessowners
TBP12	01-21	Product Spoilage	Businessowners
TBP13	01-21	Product Contamination	Businessowners
TBP1583	05-22	Additional Insured - Automatic Status When Required In Written Contract Or Agreement	Businessowners
TBP200	03-21	Equipment Breakdown Coverage	Businessowners
TBP3010	01-21	Outdoor Property	Businessowners
TBP3060	01-21	Collectibles	Businessowners
TBP3080	01-21	Service Interruption	Businessowners
TBP3150	01-21	Business Income And Extra Expense	Businessowners
TBP440	01-21	Asbestos - Exclusion	Businessowners
TBP453	01-21	Water Back-Up And Sump Overflow	Businessowners

## Southerncafe CPD Inc

### Commercial Insurance Proposal

#### Forms List

Form Number	Edition Date	Form Name	Line of Business
TCE310	01-21	Restaurant Extension Endorsement	Businessowners
CG0033	04-13	Liquor Liability Coverage Form	Liquor Liability
CG0200	01-18	Illinois Changes - Cancellation And Nonrenewal	Liquor Liability
CG3122	09-02	Illinois Changes - Liquor Liability	Liquor Liability
IL0017	11-98	Common Policy Conditions	Liquor Liability
IL0021	09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Liquor Liability
IL0147	09-11	Illinois Changes - Civil Union	Liquor Liability
IL0162	10-13	Illinois Changes - Defense Costs	Liquor Liability
SICG2101	11-22	Cannabis Liquor Liability Exclusion	Liquor Liability
SICG3401	11-22	Additional Insured - Volunteer Workers	Liquor Liability
CLI101	06-19	Cyber Liability Insurance Policy	Cyber Liability
CLI104	03-23	Illinois Changes	Cyber Liability
CLI105	06-19	Policyholder Disclosure Notice Of Terrorism Insurance Coverage	Cyber Liability
CLI109	08-21	Property Damage Coverage	Cyber Liability
CU0001	04-13	Commercial Liability Umbrella Coverage Form	Commercial Umbrella
CU0200	01-18	Illinois Changes - Cancellation And Nonrenewal	Commercial Umbrella
CU2123	02-02	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Commercial Umbrella
CU2124	11-16	Exclusion - Non-Owned Aircraft	Commercial Umbrella
CU2126	04-13	Exclusion - Cross Suits Liability	Commercial Umbrella
CU2127	12-04	Fungi Or Bacteria Exclusion	Commercial Umbrella
CU2130	01-15	Cap On Losses From Certified Acts Of Terrorism	Commercial Umbrella

## Southerncafe CPD Inc

### Commercial Insurance Proposal

#### Forms List

Form Number	Edition Date	Form Name	Line of Business
CU2131	01-15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism	Commercial Umbrella
CU2136	01-15	Exclusion Of Punitive Damages Related To A Certified Act of Terrorism	Commercial Umbrella
CU2150	03-05	Silica Or Silica-Related Dust Exclusion	Commercial Umbrella
CU2152	12-05	Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception	Commercial Umbrella
CU2171	06-15	Exclusion - Unmanned Aircraft	Commercial Umbrella
CU2186	05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	Commercial Umbrella
CU2189	11-16	Public Or Livery Passenger Conveyance Exclusion	Commercial Umbrella
CU2264	12-01	Exclusion - Damage To Work Performed By Subcontractors On Your Behalf	Commercial Umbrella
CU2432	04-13	Limited Coverage Territory	Commercial Umbrella
CU3422	12-20	Cannabis Exclusion	Commercial Umbrella
IL0017	11-98	Common Policy Conditions	Commercial Umbrella
IL0147	09-11	Illinois Changes - Civil Union	Commercial Umbrella
IL0162	10-13	Illinois Changes - Defense Costs	Commercial Umbrella
IL0985	12-20	Disclosure Pursuant To Terrorism Risk Insurance Act	Commercial Umbrella
UXL20	01-09	Personal Injury-Following Form	Commercial Umbrella
UXL4	08-17	Asbestos Exclusion	Commercial Umbrella
UXL510	01-09	Revised Umbrella Definitions: Bodily Injury And Insured Contract	Commercial Umbrella

# ILLINOIS NOTICE WAIVER OF MINE SUBSIDENCE COVERAGE

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the Policy (including its endorsements), the provisions of the Policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning mine subsidence coverage, which applies to your new or renewal policy being issued by us.

**Notice Concerning The Waiver Of Mine Subsidence Coverage In Illinois**

**Non-Mandatory Counties**

If your property is not located in a county listed below, you may add mine subsidence coverage to your policy by contacting your insurance agent. The coverage is reasonably affordable and could save you thousands of dollars in out-of-pocket repairs.

**Mandatory Counties**

Illinois law requires that every insurer that issues a new or renewal policy for a residence, commercial building or living unit in one of 34 mandatory counties listed below must provide Mine Subsidence Coverage, unless waived in writing by the insured, and the insurer must continue to charge the premium level set for that coverage by the Illinois Mine Subsidence Insurance Fund.

Bond	Fulton	LaSalle	Marshall	Putnam	Tazewell
Bureau	Gallatin	Logan	Menard	Randolph	Vermilion
Christian	Grundy	McDonough	Mercer	Rock Island	Washington
Clinton	Jackson	Macoupin	Montgomery	St. Clair	Williamson
Douglas	Jefferson	Madison	Peoria	Saline	
Franklin	Knox	Marion	Perry	Sangamon	

This form shall serve as notice that if Mine Subsidence Coverage is in force when mine subsidence damage first becomes reasonably observable as confirmed by the Illinois Mine Subsidence Insurance Fund, coverage thereafter may not be necessary and is optional, but continued coverage on the damaged residence or commercial building shall terminate only upon written waiver by you. Mine subsidence premiums paid for coverage on a damaged residence or commercial building subsequent to the established date of loss shall be refunded within 60 days after you provide the following signed waiver of Mine Subsidence Coverage to us.

To waive Mine Subsidence Coverage in Illinois, please complete the backside of this notice and return it to:

**Society Insurance  
 Commercial Underwriting Department  
 PO Box 1029  
 Fond du Lac WI 54936-1029**

**Waiver Of Mine Subsidence Coverage In Illinois**

- I confirm that I have fully read and understood the aforementioned Notice.
- I, the first named insured/applicant, have fully read and understood the above noted information and hereby: (check the following)
  - affirmatively waive this offer.
- I understand and agree that this waiver shall be construed to be applicable to the Policy or binder of insurance described below, on all future renewals of the Policy, and on all replacement policies unless I make a written request for such coverage.

Name of First Named Insured/Applicant: \_\_\_\_\_

Signature of First Named Insured/Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Policy/Binder No.: \_\_\_\_\_

Insurer: \_\_\_\_\_

Producer Name: \_\_\_\_\_

Producer Code: \_\_\_\_\_

# ATTENTION TO *Details*

## SPECIALIZED SERVICE

### TRUE BUSINESS PROTECTION STARTS AND ENDS WITH THE DETAILS

Society Insurance provides more than generic coverage and expected service. Working alongside small businesses for more than a century has given us a wealth of knowledge and experience dealing with the issues that your business is most likely to face. Our attention to the small details truly makes a big difference.

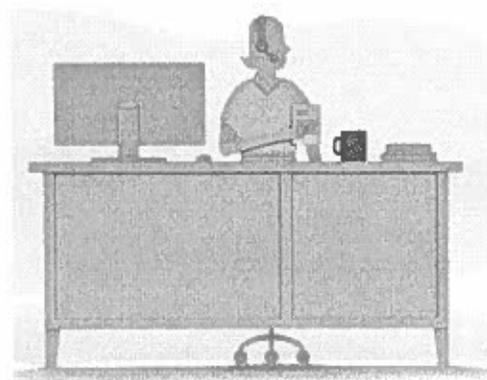
#### Customized risk control service:

- Focus on problem-solving and prevention of financial loss and injury
- In-depth knowledge of your unique type of business operations
- Thoughtful advice and sustainable solutions tailored to your specific needs
- Collaborative partnership and exclusive safety resources



#### Outstanding claims handling:

- Dedicated claims specialists available to assist 24 hours a day, 365 days a year
- Experts in the types of claims most likely to affect your business
- Thorough and timely investigations with access to carefully-managed legal defense
- Focus on returning your business back to operation quickly



**To learn more about business protection and the Small Details that make a Big Difference, visit us at [societyinsurance.com](http://societyinsurance.com).**

Society Insurance  
150 Camelot Drive, P.O. Box 1029, Fond du Lac, WI 54936-1029  
P. 888.576.2438 | [societyinsurance.com](http://societyinsurance.com)

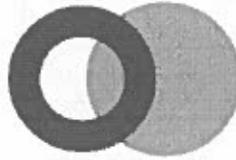
**S** SOCIETY  
INSURANCE.

Small details. Big difference.™



This brochure contains only a general description of coverages and is not a statement of contract. All coverages and limits are subject to the terms, definitions, exclusions and conditions in the policy. This brochure does not amend, modify or supplement any insurance policy. Consult the actual policy or your agent for details regarding available coverages. © 2020 Society Insurance





**E&A INSURANCE**  
INSURING THE RESTAURAN

Southern Café

Insurance Carriers	Society Insurance	
		<b>REVISED QUOTE</b>
Based On Gross Sales of:	1,580,000	
<b>INSURANCE PREMIUMS</b>		
Business Owners	5,114	4,747
Liquor Liability	501	443
Cyber	273	273
Umbrella <b>OPTIONAL</b>		
Work Comp	3,999	3,796
Quoted Premium:	9,887	9,259

684 - OPTIONAL

Basic Coverages	Limits	
Business Personal Property	300,000	Equipment/Furniture/ Fixtures
Accounts Receivable	10,000	
Employee Dishonesty	10,000	Employee Theft
Food Contamination	10,000	Pays for replacing contamina
Food Spoilage	10,000	Equip breakdown Power Out:
Outdoor Property	20,000	Outdoor seating/plants
Equipment Breakdown	Included	Wear and Tear <b>not</b> Covered
Outdoor Sign	20,000	Outdoor Sign Awning coverag
Water Backup and Sump Overflow	15,000	Sewer backup or Sump Pump
Damage to Premise rented to you	100,000	Provides limited coverage for
Medical Expense Limit	1,000	Pays medical bills for a third p
Employment Practice Liability	25,000	Employee sues you for wrong
Data Compromise	50,000	Credit Card Machine gets Ha
Cyber Security	50,000	Internet gets Hacked
Hired Non-Owned Auto	N/A	Provided Only need if doing i
Business income and Extra Expense	12 Months ALS	If you are closed down/ Leng

**BUSINESS LIABILITY COVERAGES**

General Aggregate	2,000,000
Each Occurrence	1,000,000
Products Completed	2,000,000
Personal & Advertising Injury Limit	1,000,000

<b>Liquor Liability Coverage</b>	\$1M	Sales \$100k
----------------------------------	------	--------------

**Work Comp Premiums and Coverages**

Insurance Carrier	AMTrust	
Premium Amount	4,394	
Premium Based on Payroll of:	400,000	
Coverages	Each Accident/ Policy Limit/ Each Employee	Each Accident/ Policy Limit/ Ea
Limits	\$1M/1M/1M	





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

Filing Fee: \$150

File #: 74371213

Approved By: MAP

**FILED**  
**SEP 07 2023**  
**Alexi Giannoulis**  
**Secretary of State**

1. Corporate Name: SOUTHERNCAFE CPD INC.

2. Initial Registered Agent: PRITESH PATEL  
First Name Middle Initial Last Name

Initial Registered Office: 1317 SEABURY CIR  
Number Street Suite No.  
CAROL STREAM IL 60188-4823 DU PAGE  
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 SEPTEMBER 07, 2023  
Month & Day Year

PRITESH PATEL  
Name

1317 SEABURY CIR  
Street

CAROL STREAM IL 60188  
City/Town State ZIP Code

# BASSET Card



01/01

DARPAN PATEL  
1420 BLUME DR  
ELGIN IL 60124

February 2, 2024



Letter ID: L0753613768

License No.: 5A-0110606  
Expiration Date: 1/25/2027  
License Type: Basset Card

**Your "Student ID number" is: 28051385**

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

**Your BASSET Card is located BELOW**

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

**IMPORTANT:**

To re-print your card, visit the Illinois Liquor Control Commission website at [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: 02/02/2024 Expires: 1/25/2027  
Trainer's IL Liquor License Number: 5A-0110606

DARPAN PATEL  
1420 BLUME DR  
ELGIN IL 60124



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

**EXHIBIT B  
PREMISES**

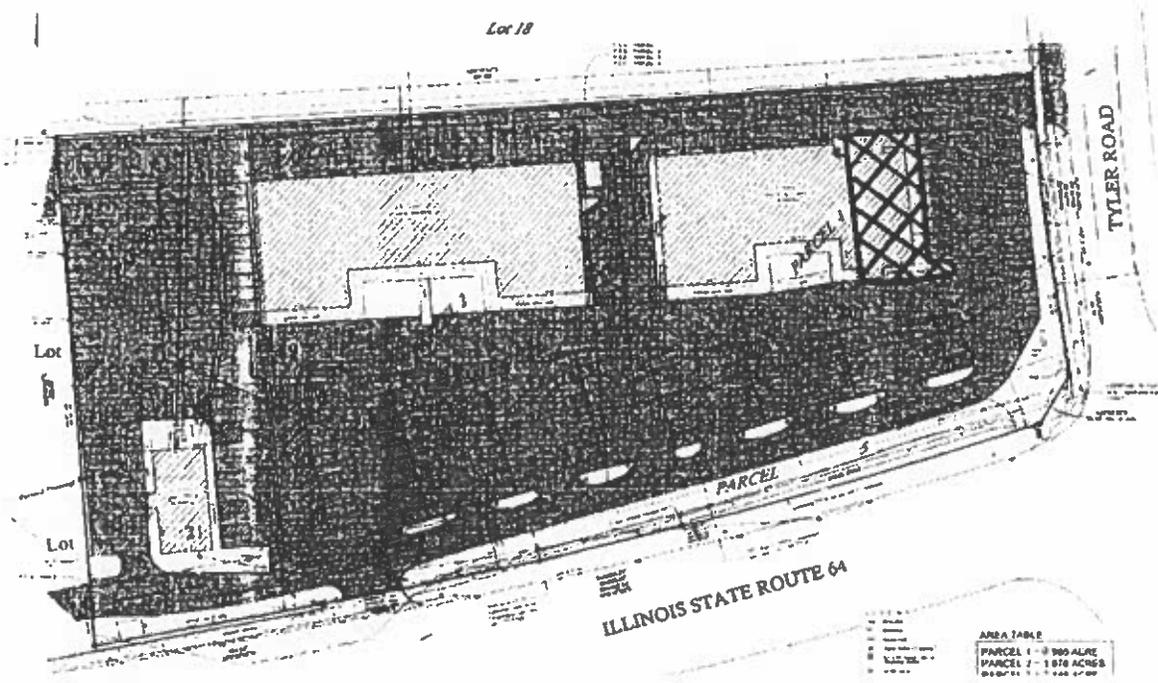


Exhibit B  
Lease





*Southern Café Business Plan - St. Charles*

*1590 E. Main St, St. Charles, IL 60174*

*Hours of Operation:*

*Open 7 Days*

*Sunday-Monday 6:30am-3pm*

## **Business Plan for Southern Cafe in St. Charles, IL**

### **Overview**

Southern Cafe is a renowned dining establishment in St. Charles, IL, offering a unique blend of traditional home cooking with a touch of culinary innovation. This cafe is committed to providing exceptional service and a friendly atmosphere, ensuring a memorable dining experience for every guest.

### **Location**

1590 E Main St, St. Charles, IL 60174

### **Hours of Operation**

- **Sunday to Saturday: 6:30 AM - 3:00 PM**

The consistent operating hours across the week simplify planning for both staff and patrons, ensuring the community knows they can enjoy Southern Cafe's offerings any day.

### **Menu**

A diverse menu is a cornerstone of Southern Cafe's appeal, featuring an array of dishes that cater to a wide range of tastes and dietary needs. The detailed menu will be provided separately to be included in this document, highlighting the cafe's commitment to variety and quality.

### **Live Music and Entertainment**

In line with the cafe's ambiance and operational focus, there will be **NO live music** or entertainment. This decision is to maintain a relaxed and conversational atmosphere, where patrons can enjoy their meals and company without additional distractions.

## **Outdoor Seating and Smoking Policy**

Southern Cafe boasts an outdoor fenced patio seating area on the east side of the building, allowing guests to enjoy their meals in an open-air setting. This feature is particularly appealing during warmer months, providing a pleasant dining experience outside the confines of the indoor space.

## **Smoking Policy**

To ensure a comfortable and healthy environment for all patrons, smoking is **not allowed on the premises**, including the outdoor seating area. This policy is in place to maintain the overall quality of the dining experience and adhere to health and safety standards.

## **Conclusion**

Southern Cafe in St. Charles, IL, is a premier breakfast hotspot for those seeking a blend of comfort food with a modern twist. With its strategic location, consistent operating hours, diverse menu, and commitment to a smoke-free environment, Southern Cafe is poised for continued success.

# THE SOUTHERN CAFE

## BISCUIT LOVE

Our bread & our country gravy were born in the south. Homemade daily & sure to please!

**BASKET OF BISCUITS** Fluffy biscuits served with homemade jam and apple butter or honey butter. Great for sharing. **8.99**

**BO-NUTS** Fried biscuit donuts tossed in cinnamon sugar with blueberry mascarpone & cream. **7.99**

**THE B&O** Fluffy biscuit smothered in our homemade country gravy & crispy hash browns. **13.99**

**THE B&O, ADD THE "T"** Same as above but with two eggs your way. **14.99**

**CHICKEN FRIED CHICKEN** House-made drop biscuit with buttermilk chicken fried chicken, smothered in country gravy, topped with shredded cheddar & crumbled hickory smoked bacon. Served with two eggs your way & crispy hash browns. **16.99**

**THE NASTY BISCUIT** Buttermilk baby drop biscuit stuffed with our crispy Southern fried chicken breast topped with cheesy scrambled eggs and smothered in country gravy atop crispy hash browns. **16.99**

**COUNTRY FRIED STEAK & EGGS** House-made drop biscuit topped with country fried steak & smothered in country gravy. Served with two eggs your way & crispy hash browns. **16.99**

## EGGS

Includes hash browns or grits. Egg Whites \$2 upcharge. Two slices of toast or pancakes. Upgrade to a Signature Pancake \$3.8 or House Hash Browns \$2.5 Egg Whites \$2 upcharge.

**EGGS YOUR WAY** Two eggs served how you like them with crispy hash browns. **9.99**

**ADD PROTEIN TO "EGGS YOUR WAY"** Hickory smoked bacon, country ham, pork sausage links, house-made sausage patties, Canadian bacon, chorizo or turkey sausage. **4**

**CORNED BEEF HASH N' EGGS** Two eggs and corned beef hash with green peppers & onion. **16.99**

**AVOCADO TOAST** Toasted multigrain bread topped with avocado spread, grilled corn, black beans, jalapenos, Sriracha aioli, and poached egg. Served with hash browns, toast or pancakes not included. **14.99**

**CHILAQUILES** Homemade tortilla chips bathed in a spicy salsa with chorizo, green pepper, onion, mozzarella cheese and two eggs your way. Served with hash browns, toast or pancakes not included. **16.99**

**PORKBELY & EGGS** Thick cut slice of our BBQ rubbed pork belly served with two eggs your way & crispy hash browns. **17.99**

## SPECIALTY OMELETS

Served with hashbrowns or grits. Served with toast or pancakes. Upgrade to a Signature Pancake \$3.8 or House Hash Browns \$2.5 Egg Whites \$2 upcharge. (Only one substitution on our specialty omelets)

**THE SOUTHERN OMELET** Griddled country ham, sausage, hickory smoked bacon, onion & green bell peppers. **16.99**

**AVOCADO BACON OMELET** Crumbled hickory smoked bacon, sliced tomatoes, avocado & pepper jack cheese. **15.99**

**SPINACH & FETA** We use fresh spinach with the finest imported Greek feta cheese. **16.99**

**ROASTED VEGETABLE & FETA OMELET** Large, fluffy omelet stuffed with feta cheese, roasted red pepper, tomatoes, mushrooms, onion & fresh spinach. **16.99**

**AY CARAMBA** Chorizo, jalapenos, onion, avocado & mozzarella cheese. **15.99**

**FRESH MARKET OMELET** Loaded with fresh spinach, mushrooms, tomato & onion. **15.99**

**COUNTRY MUSIC STAR** Loaded with country ham, sausage, onions & cheddar cheese. Topped with country gravy & crumbled bacon. **16.99**

**THE BISCUIT** Yes, We know, it's crazy. But it works. Infused & topped with country gravy, sausage, cheddar cheese & our house-made biscuit. **15.99**

**ORINOPY GOAT** Stuffed with turkey sausage, sundried tomatoes, spinach and goat cheese. **16.99**

**BUILD YOUR OWN UP TO 3 INGREDIENTS (+ \$1.00 per additional)** Make it how you like it with choice of: Hickory smoked bacon, country ham, pork sausage, chorizo, fresh mushrooms, broccoli, onion, spinach, tomatoes, sun-dried tomatoes, red or green bell pepper, jalapenos.

Cheese: American, Swiss, cheddar, white cheddar, mozzarella, pepper jack, smoky pepper jack cheese sauce. **15.99**

Add: Avocado, Feta, Blue Cheese, Turkey Sausage or Andouille Sausage + 1

## SPECIALTY SKILLET

Skillets are all served with a complimentary house-made drop biscuit, topped with hash browns & topped with two eggs any style. Served with Toast or Pancakes. Upgrade to a Signature Pancake \$3.8 or House Hash Browns \$2.5 Egg Whites \$2 upcharge. (Only one substitution on our specialty skillets)

**RISKY SKILLET**Chunks of smoked beef brisket, hickory smoked bacon, jalapenos, onions, cheddar cheese and two eggs your way. **19.99**

**THE SOUTHERN SKILLET** Griddled country ham, sausage, hickory smoked bacon, onion, green bell peppers & a blend of cheeses. **16.99**

**SASSY EGGS** Chorizo-potato hash with cheddar cheese, red bell peppers, jalapenos, guacamole & sour cream then topped with eggs your way. **16.99**

**THE NASTY SKILLET** Country ham, sausage, cheddar cheese & biscuit topped with eggs your way, country gravy & crumbled bacon. **17.99**

**CHICKEN FRIED CHICKEN** Buttermilk chicken fried chicken, fried to perfection with green bell peppers, onions, blend of cheeses topped with eggs your way, country gravy, crumbled bacon & shredded cheddar. **16.99**

**FRESH MARKET** Spinach, mushrooms, tomato, onion, pepper jack cheese & cheddar. **16.99**

**THE IRISHMAN** House-made corned beef hash with Swiss cheese, griddled peppers and onions. **16.99**

**LOUISIANA** Super flavorful Cajun Andouille sausage griddled with chopped onions, red & green bell peppers atop crispy scallion hash browns with melted pepper jack cheese. **16.99**

**SKIRT STEAK SKILLET** Tender pieces of skirt steak, fresh mushrooms, griddled peppers, onions & mozzarella cheese. **34.99**

**BUILD YOUR OWN UP TO 3 INGREDIENTS (+ \$1.00 per additional)** Make it how you like it with choice of: Hickory smoked bacon, country ham, pork sausage, chorizo, fresh mushrooms, broccoli, onion, spinach, tomatoes, sun-dried tomatoes, red or green bell pepper, jalapenos.

Cheese: American, Swiss, cheddar, white cheddar, mozzarella, pepper jack, smoky pepper jack cheese sauce. **16.99**

Add: Avocado, Feta, Blue Cheese, Turkey Sausage or Andouille Sausage + 1

## SIGNATURE BREAKFAST!

**THE SUGGA N' TAMMA** Our famous Southern-fried chicken breast drizzled with spicy honey sauce, topped off with cheesy scrambled eggs between two pearl sugar waffles. Served with crispy hash browns. **16.99**

**THE SUGGA BABY** Waffle breakfast sandwich with cheesy scrambled eggs, house-made sausage patty, shaved country ham & hickory smoked bacon between two pearl sugar waffles glazed with maple syrup. Served with crispy hash browns. **16.99**

**STACKED & LOADED** 3 thick slices of Greek French toast soaked in our vanilla-infused buttermilk batter. One layer stuffed with shaved country ham & cheese, the other drizzled with hickory smoked bacon & cheese, then drizzled with warm maple syrup, topped with 2 cheesy scrambled eggs. **16.99**

**BOBBER'S CHIX & BA' 'ON WAFFLE** A Belgian waffle with bacon topped with our famous Southern-fried chicken breast and two eggs scrambled with cheddar & a side of country gravy. **16.99**

**TEX MEX POLLO LOCO** No one does chicken fried chicken like we do. House-made biscuit with buttermilk fried chicken breast, smothered in our spicy, cheesy, chorizo country gravy topped with two eggs your way & scallions. Served with crispy hash browns & a roasted jalapeno. **16.99**

**CHIX & FRENCH TOAST STACK** Two thick slices of our brioche French toast stuffed with shaved country ham, hickory smoked bacon and cheese then topped with our famous Southern-fried chicken breast drizzled with honey butter and two cheesy scrambled eggs then drizzled with maple syrup. **16.99**

**STUFFED CALJUN CHEESE STEAK BISCUIT** Buttermilk baby drop biscuit stuffed with shaved Ribeye steak marinated in garlic butter & Cajun seasonings, griddled with green peppers, onions and mushrooms then topped with two eggs over easy smothered in our house-made smoky pepper jack cheese sauce atop crispy hash browns. **16.99**

**SAUSAGE HEAD BISCUIT** Buttermilk baby drop biscuit stuffed with Andouille sausage & crumbled chorizo, griddled with jalapenos and onions then topped with two eggs over easy smothered in our house-made smoky pepper jack cheese sauce and sliced avocado atop crispy hash browns. **16.99**

## BENNYS

Served with our crispy hash browns or a cap of seasoned fruit.

**CLASSIC BENNY** Toasted English muffin topped with griddled Canadian bacon, poached eggs & our creamy Hollandaise. **14.99**

**COUNTRY BENNY** House-made sausage patty on a biscuit topped with poached eggs & country gravy. **15.99**

**DIRTY BIRD BENNY** Smashed Potato Topped with house made drop biscuit, our famous southern fried chicken breast, poached eggs, cajun cream sauce and scallions. **16.99**

**CAROLINA BENNY** Toasted English muffin topped with fried green tomatoes, guacamole, hickory smoked bacon, poached eggs, scallions & drizzled with our house-made Remolada Sauce. **15.99**

**CRAB CAKE BENNY** Toasted English Muffin, topped with golden fried crab cakes, wilted spinach, poached eggs, and a cajun cream sauce garnished with pickled cherry peppers. **16.99**

**BAYOU BENNY** Golden-fried crab cakes topped with andouille sausage, griddled green peppers, onions, jalapeno, two poached eggs and cajun cream sauce. **16.99**

## PANCAKES

Add fresh strawberries, blueberries, banana, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote, blueberry compote, crumbled hickory smoked bacon + \$2. May order gluten free + \$3

**B-U-T-T-E-R-M-I-L-K** A full stack of our signature pancakes served with butter & warm maple syrup. **16.99**

**BUMBERJACK** Two large buttermilk pancakes, a slice of country ham, two hickory smoked bacon strips, two sausage links, 2 eggs your way & crispy hash browns. **17.99**

**2 X 2 X 2** Pancakes, 2 eggs your way, 2 bacon or 2 pork sausage links. **14.99**

**BANANA CRUNCH** Pancakes filled with granola & fresh bananas topped with cinnamon butter, pecans, more fresh bananas & whipped cream. **13.99**

**CINNAMON SWIRL** A delicious swirl of cinnamon butter-infused pancakes topped with our creamy cream cheese icing. **13.99**

**MORE SMORES** Chocolate chip pancakes drizzled with chocolate syrup & marshmallow sauce, topped with whipped cream & graham crackers. **13.99**

**GRANNY'S STREUSEL CAKES** Pancakes layered with apple butter topped with cinnamon apples and a house baked streusel topping, dusted with powdered sugar. **13.99**

**THE SILVER SKILLET** Two large pancakes stuffed with sausage, ham and hickory smoked bacon, soaked with warm maple syrup and topped with cheesy scrambled eggs and two strips of bacon. **15.99**

**LOADED CORNBREAD PANCAKES** Stuffed with bacon, corn, green onion and cheddar cheese. Served with a thick cut slice of our BBQ rubbed pork belly & your choice of two eggs your way. **17.99**

## FRENCH TOAST

Our eggy breads are the champions of brunch. Served in golden perfection. Add fresh strawberries, blueberries, banana, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote or blueberry compote + \$2.00. May order gluten free + \$2

**SIMPLY THICK** Soaked in our vanilla-infused buttermilk batter. **15.99**

**THE FRENCH LADY** Half order of French toast, 2 eggs your way with 2 bacon or 2 pork sausage links. **13.99**

**APPLE STREUSEL** French toast Stuffed with a sweetened cream cheese topped with cinnamon apples, a house baked streusel topping, whipped cream and caramel drizzle. **15.99**

**BANANA ANNA** House-made banana walnut bread, baked with chocolate chips & dipped in our special batter, topped with fresh banana slices, drizzled with sea salt caramel garnished with walnuts & a dust of powdered sugar. **15.99**

**FRENCH TOAST EXTREME** Stuffed with our in house sweet cream cheese topped with fresh bananas, fresh blueberries, sea salt caramel sauce, house-made strawberry compote, pecans & whipped cream. **15.99**

## BREAKFAST

### GRIT BOWLS & OATS

If you didn't like grits before, you'll be sure to love them now.

- ② **CAJUN SHRIMP & JALAPINO CHEDDAR GRITS** Creamy white cheddar grits with fresh shrimp, bacon, jalapeño, mushrooms, minced garlic, Cajun spices & a blend of cheeses melted in our house-made Cajun cream sauce & topped with two eggs over easy. **17.49**
- FRIED GREEN TOMATOES & CHEDDAR GRITS** Creamy white cheddar grits topped with fried green tomatoes, spinach, mushrooms and two eggs over easy then drizzled with our house-made Cajun cream sauce. **16.49**
- GEORGIA CATFISH & JALAPINO CHEDDAR GRITS** Creamy white cheddar grits with bacon, jalapeño, mushrooms, minced garlic, Cajun spices & a blend of cheeses served in our house-made Cajun cream sauce & topped with two eggs over easy and a fried catfish fillet. **17.49** | Add 3 Cajun Shrimp + \$5
- OLD FASHIONED OATMEAL BOWL** Simply served with milk and brown sugar. **7.99** Choose any topping for +1 | strawberries, blueberries, bananas, pecans, walnuts or raisins.

### CRÊPES & BLINTZES

Our take on French style pancakes, made with a splash of buttermilk & topped up with sweet toppings & flavored syrups.

Add fresh strawberries, blueberries, bananas, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote or blueberry compote + \$2.00

**PLAIN CRÊPES** Simply served with butter & warm maple syrup. **13.99**

**CHEESE BLINTZES** Crêpes filled with our house-made blintz cheese.

Served same way as above. **14.49**

**BANANA NUTELLA** Multi-layer-mouth crêpes layered with hazelnut chocolate spread, fresh banana slices, fresh strawberries & crushed walnuts with whipped cream. **16.49**

- ② **CINNAMON APPLE BLINTZES** Crêpes infused with cinnamon butter, filled with roasted cinnamon apples & our house-made blintz cheese. Topped with more cinnamon apples & pecans. Drizzled with sea salt caramel sauce & lightly dusted with powdered sugar. **15.99**

### WAFFLES

Add fresh strawberries, blueberries, bananas, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote, blueberry compote, drizzled honey roasted bacon + \$2.00

**BELGIUM** Simply served with butter & warm maple syrup. **10.99**

**WAFFLE COMBO** A Belgian waffle, 2 eggs your way with 2 bacon or 2 pork sausage links. **14.99**

- ② **OLD SOUTH** Belgian waffle drizzled with honey butter & warm maple syrup, two bacon, two eggs links and two pieces of fried chicken (leg & thigh), two eggs your way & crispy hash and 16.99 | White meat + 1

**WILBUR'S CHIK & WAFI**... 3 One Belgian Waffle, 2 pieces fried chicken (leg & thigh), 2 eggs your way, fresh brownie or gelato. **17.99** | Substitute for fried coffee + \$3

### STEAKS, CHOPS & EGG SHOPPE

All served with crispy hash browns & hash or potatoes.

Substitute egg whites + \$3  
We suggest upgrading to a Signature Pancake + \$2.00 or House Made Brownie (green pepper, onion and smoky pepper jam cheese sauce) + \$2.00

**BROILED SKIRT STEAK & EGGS** Seasoned just right & served with two eggs your way. **24.99**

- ② **SMOTHERED PORK CHOPS** Two bone-in pork chops breaded & fried with golden brown, smothered in our house-made country gravy & served with two eggs your way. **17.99**

**SILVER** Baseball of top choice charcoal-broiled perfection & served with two eggs your way. **21.99**

### BREAKFAST SIDES & MORE

**SAUSAGE PATRIS** 5.99

**SAUSAGE LINKS** 4.99

**HICKORY SMOKED BACON** 4.99

**TURKEY SAUSAGE** 4.99

**COUNTRY HAM** 3.99

**CORNED BEEF HASH** 3.99

**CANADIAN BACON** 4.99

**HOUSE HASH BROWNS** 5.99

**HASH BROWNS** 3.99

**COUNTRY GRAVY** 2.99

**CHORIZO COUNTRY GRAVY** 3.99

**PEARL SUGAR WAFFLE** 3.99

**CUP OF OATMEAL OR GRITS** 3.99

## LUNCH

### SANDWICHES

Served with crispy french fries & a cup of soup (Substitute side salad \$1)  
Upgrade to sweet potato fries \$2

**B.L.T. CLUB** Layers of hickory smoked bacon, crisp lettuce, tomatoes and mayo on white toast. **15.99**

- ② **THE CUBANO** Slow roasted pulled pork, shaved country ham, white cheddar, Dijon mustard, light BBQ sauce & mayo with sweet & spicy pickles then pressed to perfection on a broil-toasted bun. **16.99**
- ② **THE SOUTHERN CHICKEN** Buttermilk breaded chicken breast, fried to a golden brown, topped with hickory smoked bacon, cheddar cheese, mayo, crisp lettuce, tomato & served on a broil-toasted bun. **16.99**

**RUBY REUBEN** House-made corned beef, sauerkraut & Swiss cheese on Rye. **16.99**

**TUNA MELT** House-made tuna salad with American cheese on Rye. **16.49**

**THE CHUB CLUB** Layers of hickory smoked bacon, turkey, tomatoes, American cheese, avocado, crisp lettuce & mayo on white toast. **16.99**

- ② **AVOCADO SANTA FE CHICKEN SANDWICH** Grilled chicken with avocado, roasted red peppers, crisp lettuce, tomato, pepper jack cheese & Cajun ranch served on a broil-toasted ciabatta bread. **16.99**

**CARIN CHEESE STEAK** Tender slices of shaved Ribeye steak marinated in garlic butter & Cajun seasoning, roasted with caramelized onion, green peppers, mayo, and white American cheese. **16.49**

**GRILLED CHEESE** Buttered & grilled sour dough bread, thin slices of country ham, Hickory smoked bacon, fried green tomatoes, smoked gouda & white cheddar cheese. **14.49**

**SOUP COMBO / HALF SANDWICH** Your choice of turkey, ham, corned beef, chicken salad or tuna salad with a bowl of soup. **11.99** | Add cheese + 1

**CAJUN SHRIMP PO'BOY** Loads of fresh shrimp sautéed with Cajun Spices on a garlic toasted ciabatta roll with fried green tomatoes, shredded lettuce and our house-made Remoulade sauce. **16.99**

**NASHVILLE HOT** Fried chicken breast basted with a very spicy paste made in house, topped with American cheese, creamy coleslaw and sweet & spicy pickles. **16.49**

### CHAR-BURGERS

Half Pound Double Burger, Served with crispy french fries & a cup of soup (Substitute side salad \$1) Upgrade to sweet potato fries \$2

**BACON WILD C.B.** Mayo, lettuce, tomato, caramelized onion, white American cheese, hickory smoked bacon. **16.99**

- 1 **SOUTHWEST BURGER** Lettuce, tomato, chorizo, American cheese and roasted jalapeño. **16.99**

**DANO BURGER** Remoulade sauce, hickory smoked bacon, sautéed mushrooms, caramelized onions, smoked gouda cheese. **16.99**

**CRIBBLED PATTY** Classic patty melt on grilled rye bread with caramelized onions, American & Swiss cheeses. **18.99**

### LUNCH ENTREES

Available after 11 AM | All entrees come with a cup of soup or side salad.  
Complete dinner includes soup & salad + \$2

- ② **ROSCOE'S CATFISH** 2 fresh catfish fillets breaded & fried to perfection. Served with tartar sauce, one side & cornbread or biscuit. **17.99**

**DIRTY MAMA** Our fresh baked corn bread stacked with smashed potatoes, country gravy and chicken fried chicken. **17.99**

- ② **QUMBO-LAYA (SPICY STEW)** A real southern favorite that's rich, tangy & full of zesty flavors with a bit heavy on the spice for a loving sweet burn. Chicken, shrimp, Andouille sausage, carrots, red peppers & onions served over white rice topped with collards. **17.99**

**CHICKEN TENDERS** Fresh chicken breast sliced, buttermilk breaded & fried to a golden brown. Served with crispy french fries, our house-made BBQ sauce & a cup of soup. **15.99**

### WRAPS & SALADS

Delicious mixings & big taste. Served with a cup of soup. Dressings: Ranch, Blue Cheese, Thousand Island, Creamy Caesar, Balsamic Vinaigrette, Cajun Ranch, Jalapeño Ranch or Raspberry Vinaigrette

**BREAKFAST WRAP** Flour tortilla filled with smoked beef brisket, hickory smoked bacon, jalapeño, onions, cheddar cheese, lettuce, tomato and bbq ranch. **17.99**

**BUFFALO CHICKEN WRAP** Buttermilk breaded chicken breast, fried to a golden brown, dipped in hot sauce & wrapped with crumbled blue cheese, shredded iceberg lettuce, tomatoes & house-made ranch dressing. **15.99**

- ② **CRABBY BLY SALAD** Fresh romaine lettuce, diced tomato, chopped bacon, diced avocado drizzled with ranch dressing and topped with 2 crab cakes. **16.49**

**CAESAR SALAD** Fresh romaine lettuce tossed in our house-made creamy Caesar dressing, topped with croutons & parmesan cheese. **13.99** | Add Chicken + \$5

**COBB SALAD** C-rip garden greens with fresh tomatoes, avocado, chopped egg, bacon & blue cheese. Topped with lemon butter char-broiled chicken. **16.49**

- ② **THE ZESTY TEXAN** Fresh romaine lettuce, green & red cabbage, fresh chopped tomatoes, black beans, corn, shredded cheddar cheese, seasoned crispy tortilla strips topped with our buttermilk breaded chicken breast. Served with our house-made jalapeño ranch dressing. **16.99**

**SLENDRELLA CHICKEN SALAD** Crisp garden greens topped with Mandarín wedges, pecans, apples, raisins, avocado, crumbled blue cheese & strips of char-broiled chicken. Served with our house-made raspberry vinaigrette. **16.49**

### LUNCH SIDES & MORE

**KRINKLE FRIES** 4.99

**HOUSE-MADE CHIPS** 3.99

**SMASHED POTATOES & GRAVY** 3.99

**SWEET POTATO FRIES** 4.99

**CREAMY COLE SLAW** 3.99

**CORN** 3.99

**PORK COLLARD GREENS** 3.99

**BROCCOLI** 3.99

**CORNBREAD** 3.99

**2 ROASTED JALAPEÑOS** 3.00

**FRIED GREEN TOMATOES** 3.99

## HOME OF THE NASTY BISCUIT BREAKFAST & LUNCH SPECIALS

### Stuffed Blueberry Lavender Pancakes \$ 16.99

Two fluffy and moist pancakes bursting with fresh blueberries, toasted almonds and stuffed with sweet cream cheese. Topped with more toasted almonds, sweet cream cheese and more fresh blueberries. Drizzled with our special Blueberry Lavender puree and lightly dusted powder sugar.

### The Nasty Pig Skillet \$19.99

Thick cut BBQ rubbed pork belly with onions, jalapeños, cheddar cheese, and BBQ ranch. Topped with two eggs your way. Served with our home-made drop biscuit and your choice of toast or pancakes.

### Pork Belly Burger \$17.99

Thick cut BBQ rubbed pork belly atop our double char-burger with American cheese, mayo, lettuce, tomato and grilled onions. Topped with an over medium egg on a toasted brioche bun. Served with a side of crispy kinkle fries and a cup of soup.

## SPECIALTY DRINKS 9/16 2018

- ◆ Coconut Russian Latte
- ◆ Coconut Vanilla-Chai
- ◆ Espresso Martini
- ◆ Irish Cream Coffee
- ◆ Kahua Salted Caramel Fudge
- ◆ Kahua Dark Chocolate Fudge
- ◆ Watermelon Martini

### ICED TEA & LEMONADES

- |              |            |
|--------------|------------|
| Blackberry   | Mango      |
| Coconut      | Fresh      |
| Cotton Candy | Raspberry  |
| Desert Pear  | Strawberry |
| Kiwi Mango   | Watermelon |

## MIMOSAS

- |                     |                    |                        |                  |
|---------------------|--------------------|------------------------|------------------|
| ~Blueberry Lavender | ~ Hibiscus         | ~ Blood Orange         | ~Watermelon      |
| ~Cotton Candy       | ~Jack Frost        | ~Princess Violet       | ~Watermelon Mint |
| ~Desert Pear        | ~ Orange Pineapple | ~Pomegranate           | ~Mango Pineapple |
| ~Cherry Bomb        | ~Kiwi Mango        | ~Cranberry-Pomegranate | ~SunSet          |
| ~Dragon Fruit       | ~Kiwi Strawberry   |                        |                  |
| ~Elderflower Peach  | ~ Guava            |                        |                  |

#### CONSUMER ADVISORY

Consuming raw or undercooked meats poultry seafood or eggs  
may increase risk of foodborne illness.

**HOT/ICED/FROZEN**

Americano  
 Cappuccino  
 Single & Double Espresso  
 Plain Latte  
 Almond Joy  
 Cafe Mocha  
 Caramel Macchiato  
 Caramel Mocha Hazelnut  
 Caramel Chai Tea  
 Chai Tea  
 Cold Brew  
 Coffee Cake  
 Dark Chocolate Raspberry  
 Dark Chocolate Peppermint

Frosted Cinnamon Roll  
 Mocha Coconut  
 Mint Mocha  
 Nitro  
 Oatmeal Cookie  
 Nutty Irish  
 Salted Caramel Mocha  
 Snickerdoodle Cookie  
 Sugar Cookie  
 Vanilla Chai  
 White Chocolate Peppermint  
 White Chocolate Raspberry  
 White Choc. Rasp. Cheesecake  
 White Chocolate Mocha

**HOT CHOCOLATE**

Cinnamon  
 Hazelnut  
 Peppermint  
 Salted Caramel  
 S'mores  
 Snickerdoodle Cookie

**FRAPPUCCINO**

Caramel Chocolate Chip  
 Dark Chocolate Strawberry  
 S'mores  
 Frozen Hot Chocolate  
 Frozen Horchata  
 Oreo  
 Reese's  
 Turtle Macchiato  
 White Chocolate Strawberry  
 Willy Wonka  
 S'mores Frozen Hot Chocolate

**SHAKES**

Caramel Coffee  
 Chocolate Coffee  
 Churro  
 Oreo  
 Mango Pineapple  
 Mint Oreo

## **\*No Refills\***

### ICED TEA & LEMONADES

Blueberry  
Coconut  
Cotton Candy  
Desert Pear  
Dragon Fruit  
Kiwi Mango

Mango  
Peach  
Raspberry  
Strawberry  
Watermelon

### SEASONAL

Caramel Apple  
Pumpkin Pie (Shake)  
Pumpkin Pie (Late)  
Pumpkin Cheesecake  
Pumpkin Spice Macchiato  
Red Velvet  
Shamrock (Shake)

### SMOOTHIES

**BREAKFAST** - Vanilla ice cream, milk, oatmeal, banana, and cinnamon.

**NUTELLA** - Vanilla ice cream, milk, Nutella, and banana.

**PARADISE** - Vanilla ice cream, milk, strawberry, banana, kiwi, and pineapple.

**PEANUT BUTTER CUP** - Vanilla ice cream, milk, peanut butter, chocolate chips and banana.

**TRIPPLE BERRY** - Vanilla ice cream, milk, blueberry, raspberry, and strawberry.

**VEGAN** - Almond milk, banana, flax seeds, pecans, and maple syrup.

### JUICE BLENDS

**SLIM & SASSY** - Orange Juice, kiwi, strawberry, and banana.

**BERRY QUENCHER** - Orange Juice, raspberry, blueberry, and strawberry.

## ACKNOWLEDGEMENT 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. **The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.**

Name Darpan Patel

Title Secretary

Business Name The Southern Cafe

Address 1590 E. Main St. ST. Charles, IL 60174

D.S. Patel  
Signature

02/20/2024  
Date

Please return the signed acknowledgement form to the City of St. Charles Administration Office .

**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: SouthernCafe CPD Inc.

DBA: The Southern Cafe

Phone: 630-945-3437

Fax:

E-mail: SouthernCafe2@gmail.com

Address: 1590 E. Main st.

City: St. Charles

State: IL

ZIP Code: 60174

Expected date of business opening (Required): 03/01/2024

**TAX PREPARER INFORMATION**

Name of Tax Preparer:  
Dhaval Patel, CPA, CMA  
Pinnacle Financials

Phone:

Fax:

E-mail:

847-558-8100 847-620-2928 dpatel@pinnacle.Tax

**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>		<b>Agenda Item number: 6</b>
	Title:	Recommendation to approve a Proposal for a A-6 Liquor License Application for 7-Eleven #30153C, Located at 51 S. Randall Road	
	Presenter:	<b>Police Chief Keegan</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> March 18, 2024	
<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>The new franchise owner of 7-Eleven Store #30153C, located at 51 S. Randall Road, is requesting approval of an A-6 liquor license application for this existing business.</p>			
<b>Attachments</b> (please list):			
Liquor License			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a proposal for a A-6 Liquor License application for 7-Eleven Store #30153C, located at 51 S. Randall Road, St. Charles.			



# Memo

Date: 3/12/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

A handwritten signature in black ink, appearing to be "J. Keegan", written over the printed name of James Keegan.

Re: Background Investigation/7-11 Mini-Mart & Gas Station/51 S. Randall Road (Class A-6)

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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.

This request allows alcohol sales inside gas station/mini-marts as follows: *(Class A-6 licenses shall authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in 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).* Sales can only occur between 7:00 am and 12:00 am daily.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We also reviewed their business plan, floor plan, Dram Shop insurance and liquor training certificates. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with alcohol sales, subject to City Council approval.

Thank you in advance for your consideration in this matter.

# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Arpan B. Patel

BUSINESS: AARNA24 Corporation (DBA: 7-Eleven #30153C)

ADDRESS: 51 S. Randall Rd., St. Charles, IL 60174

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

\* COMMENTS: See attached memo.

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INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368

SUPERVISOR REVIEW: Cmdr. Lamela #340 DL\* 340 [Signature] 317



# Memo

Date: 03/13/2024  
To: Chief Keegan #300 (via chain of command)  
CC: Cmdr. Lamela #340 DL # 340 *M 312*  
From: Det. Sgt. Vicicondi #368  
Re: Liquor License Class (A-6) – Package \$3200-3600 – Background Investigation for AARNA24 Corporation (DBA: 7-Eleven (#30153C))

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## IN SUMMARY:

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class (A-6) – Package \$3200-3600 – liquor license for the business AARNA24 Corporation (DBA: 7-Eleven (#30153C)) – which is located at 51 S. Randall Rd., St. Charles, IL 60174.

## APPLICANT:

Patel, Arpan B.  
DOB: 10/22/83  
345 Snowdrop LN,  
Elgin, IL 60124  
TX: 847-977-7696

## APPLICATION:

The application is complete to include: a floorplan, Certificate of Liability Insurance (\$2,000,000 general aggregate / \$1,000,000 each occurrence), a menu, hours of operation, a Special Warranty Deed, and a signed Franchise Agreement.

- On page 4 of 8 of the application:
  - Question #2 inquires if the premises is owned or leased. The box for Owned is marked (indicated that its owned).



- Question #6 inquires if there are any improvements planned for the building and/or site that will require a building permit. The box for No is marked (indicating no).

### **PERSONAL INTERVIEW:**

On 03/01/2024, I met with applicant Arpan B. Patel (DOB: 10/22/83) and manager Dhruval R. Patel (DOB: 05/13/90). Arpan and Dhruval provided me with their driver's licenses, which I photocopied (see attached). Arpan signed waivers so I could conduct this background investigation.

During the interview, I learned the following information (in summary and not verbatim):

Arpan has lived at his current address (345 Snowdrop LN, Elgin, IL) for two and a half years. In regards to where Arpan has resided for at least the past 10 years, I learned that he lived in the following:

- South Elgin, IL (05/2020 – 05/2021)
- Wisconsin Rapids, WI (12/2018 – 05/2020)
- Streamwood, IL (01/2016 – 12/2018)
- Hanover Park, IL (01/2015 – 01/2016)
- Arpan moved to America from India in 12/2014; he then lived in Hatfield, Pennsylvania with his wife.

Arpan is not a U.S. Citizen.

In regards to why the move to the St. Charles location, Arpan explained that he had worked at the 7-Eleven in South Elgin, and the owner also owned the St. Charles location (51 S. Randall Rd.). Arpan started working at the St. Charles location and ended up buying it from the owner.

There is no liquor inventory at this time.

When asked if he was a current or past liquor license holder, Arpan answered, not in Illinois. Arpan explained that he has a liquor license in Wisconsin Rapids, WI; he owns a BP gas station (3553 8<sup>th</sup> Street S., Wisconsin Rapids, WI, 54494). Arpan has owned the BP from 2020 – present.

Arpan indicated that he has not had any past violations.

Arpan plans to open/sell liquor around the middle of April 2024 (which is the business' purchase closing date).

Arpan does not have previous restaurant ownership.

In regards to when renovations will be done, Arpan answered not yet. Arpan explained that corporate will be changing the 7-Eleven sign and the wall tiles after Arpan closes on the purchase of the business.

The business will have 5 employees, and Dhruval Patel will be the onsite manager.

Dhruval Patel was fingerprinted as a liquor license applicant. It should be noted that Arpan was fingerprinted by F.I. Catt on 02/26/24.

### **FBI / ISP FINGER PRINT RESPONSES:**

Arpan and Dhruval's FBI responses revealed NO PRIOR ARREST DATA, and their ISP responses each had a result of NO RECORD ON FILE (see attached).

### **RECORDS CHECKS:**

I conducted records checks with the following agencies, and received the following results (in summary):

- Elgin Police Dept.: No police contacts.
- Kane County Sheriff's Dept.: The response included a Global Subject Activity Report Detail. Per the detail and in summary: Arpan had a Traffic Charge for - Operate a Motor Vehicle While Using an Electronic Communication Device (Date: 08/31/2020).
- Streamwood Police Dept.: The response included a P Ticket for No Street Parking 1:00-5:00AM (Date issued: 7/8/2018).
- Hanover Park Police Dept.: No arrests.
- Montgomery County (PA) Sheriff's Dept.: (Per the Clerk of Courts Office (Montgomery County)) - No Record.
- Hatfield Police Dept. (PA): *"We have no record of an Arpan Patel with that DOB."*
- Kalamazoo Department of Public Safety (MI): *"We have no involvements with this individual! There are a few call [sic] for services for this address. If you are interested in those, please contact Non-emergency Dispatch at 269.488.6618"*.
- Kalamazoo County Sheriff's Office (MI): *"I have searched all applicable records and found no incidents/involvements for PATEL, ARPAN B. dob: 10/22/1983 with our department."*

- Wood County Sheriff's Dept. (WI): The response included a Contact History Report. Per the report and in summary: Arpan is listed as the Complainant in a Retail Theft Under \$50 (2021) and he was listed as the Owner in a Fraud (2019).
- Wisconsin Rapids Police Dept. (WI): *"I have only 2 reports on file for Mr. Patel. One he was just reporting a shoplifter at the store in 2021. I attached a 2019 report as that was directed against him and his business just for an FYI."* The response also included police report (19-14796). Arpan is listed as the Owner in the report. Per the report and in summary:
  - The officer made contact with the complainant (Thomas). Thomas stated he and his wife often shop at the BP gas station at the corner of 8<sup>th</sup> Street South and Two Mile. Thomas stated while looking over his bank statements, he observed some transactions that appeared to be odd to him. He stated on 06/11/2019 and 06/23/2019 the amounts of \$78.70 were withdrawn from his account at that BP location. Thomas stated this was odd due to the fact he and his wife had only purchased a carton of cigarettes which totaled \$53.70. He stated his wife had been the one who had made these transactions.
  - Thomas went to the gas station and spoke with the owner and cashier attendant who had conducted the transactions. Thomas asked this individual what the amount was that he could get back in cash and he stated it was \$25.00. Thomas stated the difference between the \$53.70 and the \$78.70 was \$25.00. Thomas felt the gas station had charged him an extra \$25.00; however, he had not gotten any cash back. He also stated he has had some fraudulent withdrawals from Kroeger store #514. This Kroeger store came back to a store in Virginia.
  - Thomas spoke with his bank, and they stated approximately four or five other individuals in the Wisconsin Rapids area have had fraudulent charges from that same Kroger's store. Thomas thought this was odd and wondered if these individuals also shopped at the BP gas station and if there was a connection in some way that the BP store was giving away credit card information to the Kroeger store in Virginia.
  - The officer went to the BP gas station and spoke with the owner, who was identified as Arpan B. Patel. The officer explained the investigation to Arpan. Arpan showed the officer the only way to get cash back was on the customer's side as the customer would have to click the cash back option, and then click either yes or no when asked if the amount is correct. It should be noted that when Thomas had made contact with Arpan, his cellphone had been recording and on that recording Arpan can be heard

stating that he may have made a mistake. Thomas found it odd that this mistake had been made twice in the exact same manner.

- The officer closed his report with: *“At this time there is no evidence that shows there were any fraudulent transactions that were intentionally made by ARPAN. This report is for information only at this time. End of report.”*
- South Elgin Police Dept.: Five police reports were sent. All (5) of the reports involved 7-11 (1230 W. Spring, South Elgin, IL). Listed below are the case numbers, the incident, and Arpan’s subject type (in summary):
  - 23-2148 | Trespass to Land | Involved Other
    - Note: In the narrative of this report (23-2148), Arpan is referred to as the owner of the store.
  - 18-7267 | Theft | Reporting Person (Referred to as clerk in narrative).
  - 17-5120 | Theft | Victim (Referred to as clerk in narrative)
  - 16-6757 | Retail Theft | Reporting Person
  - 15-8266 | Theft | Reporting Person (Referred to as clerk in narrative)

-See all of the attached reports and documents for further information.

A check in AEGIS Link for Arpan disclosed of the following results (in summary):

- (ORI: IL0450000)
  - The Activity listed (1) result, which was for Traffic, Charge: Operate a Motor Vehicle While Using an Electronic Communication Device (Date: 08/31/2020).
- (ORI: IL0451400)
  - The Activity listed (4) cases:
    - 24-1933 | Retail Theft | Subject Type: Complainant
    - 23-1046 | Home Invasion | Subject Type: Other Person
    - 22-9173 | Trespass Warning | Subject Type: Complainant
    - 20-20733 | Credit Card Fraud | Subject Type: Witness

A check in New World disclosed the same (4) cases above, plus case (21-16801 | Customer/MNGMT Dispute), in which Arpan has a Subject Type of Involved Person.

A check in CLEAR for Arpan yielded negative results.

**MISCELLANEOUS:**

Arpan’s BASSET Certificate of Completion has the graduation date listed as 2/17/2024. Dhruval’s ILCC BASSET Certificate has 17 Feb 2024 listed as the date issued.

A check with the ilsos.gov website's Business Entity Search disclosed that AARNA24 Corporation has a status of Active.

A check with the Illinois.gov website's BASSET Card Lookup disclosed that Arpan B. Patel's BASSET Card expiration is 02/17/2027. A check was also completed on Dhruval, which disclosed two results for Dhruval Patel. One result had an expiration of 06/22/2025 and the other result had an expiration of 02/18/2027. It is believed that the latter expiration belongs to the Dhruval referenced in this memo, since his BASSET Certificate has a date issued of 17 Feb 2024.

A business search for AARNA24 Corporation in TLOxp yielded negative results.

A Comprehensive Report was run on Arpan in TLOxp, and it had the following results (in summary):

- Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of (None Found).
- Possible Criminal Records had a result of (1 Found), which was for:
  - Name: Arpan B Patel
  - DOB: 10/1983
  - Address: 2927 George RD APT 201, Wisconsin Rapids, WI 54495-3273
  - Crime Details: 04/04/2020 – WI
  - Offense Description: Speeding in 55 MPH Zone (30-34mph)

**SITE VISIT:**

On 03/12/24, I responded to 7-Eleven (51 S. Randall Rd.) and met with Arpan. I reviewed the floorplan and it appeared consistent with the lay out of the store. I spoke with Arpan and learned the following in summary:

Arpan confirmed that he does not own the 7-Eleven in South Elgin. I discussed the BP gas station incident (WRPD 19-14796) with him. Arpan advised that the complainant's wife was taking out \$25 without telling him. Arpan advised that he had been working the register and gave the wife the \$25 in cash, after she completed the cash back deposit option on two different dates. Arpan also advised that a pin is required to get cash back on a debit card.

This concludes this liquor license background investigation.

Respectfully Submitted,



Det. Sgt. Vicicondi #368

## Vicicondi, Robert

---

**From:** Arpan Patel <711arpan@gmail.com>  
**Sent:** Wednesday, March 13, 2024 1:23 PM  
**To:** Vicicondi, Robert  
**Subject:** Re: BASSET Request  
**Attachments:** UNITED STATES OF AMERICA.pdf

Here is my green card copy

Sent from my iPhone

On Mar 11, 2024, at 4:43 PM, Arpan Patel <711arpan@gmail.com> wrote:

<image0.jpeg>

Sent from my iPhone

On Mar 11, 2024, at 4:41 PM, Vicicondi, Robert <rvicicondi@stcharlesil.gov> wrote:

Arpan,

Please send me a copy of Dhruval's BASSET certificate.

Thank you,

Rob Vicicondi

<image012f50.PNG>

**Robert Vicicondi** Detective Police Sergeant  
630.443.3866 | [rvicicondi@stcharlesil.gov](mailto:rvicicondi@stcharlesil.gov)  
1515 W. Main Street, St. Charles, IL 60174-1627  
City of St. Charles | [stcharlesil.gov](http://stcharlesil.gov)

<image2630fa.PNG>

City of St. Charles, Illinois Liquor Control Commission  
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION



Incomplete applications will not be accepted.

Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

**Business Name**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application	Applicant	Office Use
<b>Application Fee of \$200 (5.08.070C) non-refundable</b> Non-refundable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Completed Application</b> for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Copy of Lease/Proof of Ownership</b> <i>&lt;deed&gt;</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Copy of Dram Shop Insurance</b> or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Copy of Articles of Corporation</b> , if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Completed B.A.S.S.E.T. (Beverage Alcohol Sellers &amp; Servers Training) form</b> – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is <b>only</b> needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Copy of Site Plan for Establishment (Drawn to scale</b> including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Copy of Floor Plan for Establishment (Drawn to scale and must include</b> the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all <b>fixed objects</b> , such as pool tables, bar stools, vending/amusement machines; as well as all exits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Copy of Business Plan, to include:</b> <input type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> <b>Do not include a marketing or financial plan with this business plan</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Are any building alterations planned for this site?</b> If not sure, please contact <b>Building &amp; Code Enforcement at 630.377.4406</b> and/or <b>Fire Prevention Bureau at 630.377.4458</b> to discuss whether or not a walk-thru and/or permit are necessary. <i>NO</i> <i>N/A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>All managers have been fingerprinted who are employed by your establishment.</b> When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated. <i>&lt;must schedule&gt;</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Alcohol Tax Acknowledgement and Business Information Sheet</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OFFICIAL USE ONLY**

\_\_\_\_\_  
Signature of Investigating Officer

\_\_\_\_\_  
Badge Number & Rank

Approval Recommended\*       Approval NOT Recommended

\_\_\_\_\_  
Signature of Chief of Police

\_\_\_\_\_  
Date

**\*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**

**LICENSE INFORMATION:**

- A** Package \$3200-3600   
  **A1**   
  **A2**   
  **A4**   
  **A5**   
  **A6**  
 **B** Restaurant \$2400-3600   
  **B1**   
  **B2**   
  **B3**   
  Late Night Permit 1:00am \$800 (B/C only)  
 **C** Tavern \$2400-3600   
  **C1**   
  **C2**   
  **C1**   
  Late Night Permit 2:00am \$2300 (B/C only)  
 **D** Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies   
 **D-Type** \_\_\_\_\_  
 **G** Brewery/Restaurant or Site License - \$varies   
  **G1**   
  **G2**  
 **H** Catering License - \$varies   
  **H1**   
  **H2**

\*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.  
 \*Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)

**APPLICANT INFORMATION**

1. Type of Business:   
 Individual   
 Partnership   
 Corporation   
 Other (explain):

2. Business Name:   
*AARNA24 Corporation d/b/a 7-Eleven #30153C*

3. Business Address:   
*51 S. Randall Trd. St. Charles IL 60174*

4. Type of Business (5.08.070-3): <i>Convenience Store</i>	5. Length of Time in this Business (5.08.070-4): <i>new franchisee</i>	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): <i>\$70,000.00</i>	
7. Business Phone: <i>(630) 443-4032</i>	8. Business E-mail: <i>711arpan@gmail.com</i>	9. Business Website:	10. Illinois Tax ID Number: <i>4507-9943</i>
11. Applicant/Contact Person Name: <i>Arpan B. Patel</i>		12. Title: <i>President/Owner</i>	13. Email: <i>711arpan@gmail.com</i>

18. If Corporation, Corporation Name:  
*AARNA24 Corporation*

19. Corporation Address (city, state, zip code):  
*345 Snowdrop Lane Elgin, IL 60124*

**ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION**

Full Name, include middle initial: *Arpan B. Patel*                      Title: *Pres./Owner (100%)*

**Full Name, include middle initial:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Birthdate:** \_\_\_\_\_ **Birthplace:** \_\_\_\_\_ **Driver's License#:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_  
**Home Address, and all addresses for the last 10 years:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Full Name, include middle initial:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Birthdate:** \_\_\_\_\_ **Birthplace:** \_\_\_\_\_ **Driver's License#:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_  
**Home Address, and all addresses for the last 10 years:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

BUSINESS ESTABLISHMENT LOCATION INFORMATION			
1. Exact Street Address for liquor license: 51 S. Randall Rd.	2. # Parking Spaces: 9	3. Outside Dining s.f. [17.20.020-R]: N/A	4. Total Building s.f.: 2,657
5. Total # Seats: 0	6. Live Entertainment Area s.f. [5.08.010-H]: N/A		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6): Convenience store with gas - retail sales			

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY	
<b>Attach to this application a floorplan or layout of the proposed facility to include the following:</b>	
1.	Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: <ul style="list-style-type: none"> <li>a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;</li> <li>b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);</li> <li>c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.</li> </ul>
2.	The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
3.	A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4.	It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.
<b>THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.</b>	

**CORPORATION / PREMISES QUESTIONS**

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)?  Yes  No  
 Is any individual a naturalized citizen?  Yes  No *Green card Holder.*  
 If yes, print name(s), date(s), and place(s) of naturalization:

2. Is the premises owned or leased (5.08.070-6A)?  Owned  Leased *(owned by 7-11)*

3. If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):

**Name of Building Owner:** Phone Number:  
**Address of Building Owner:** E-mail Address:  
**Mailing Address of Building Owner (if different):**

**Name of Building Owner:** Phone Number:  
**Address of Building Owner:** E-mail Address:  
**Mailing Address of Building Owner (if different):**

**Name of Building Owner:** Phone Number:  
**Address of Building Owner:** E-mail Address:  
**Mailing Address of Building Owner (if different):**

4. Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license?  Yes  No  
 If yes, please list the business name(s) and address(es):

5. Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?  
 Yes  No  
*If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)*

6. Are any improvements planned for the building and/or site that will require a building permit?  Yes  No  
 If yes, has a building permit been applied for?  Yes  No Date of permit application \_\_\_\_\_

7. Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)?  Yes  No  
 If yes, what was the disposition of the application? Explain as necessary:

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p><b>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</b></p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p><b>Complete ONLY if yes was answered to the question above (10):</b></p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <u>10-26-2023</u></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): <u>N/A</u></p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14. All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest stated on page 3 of this application must be fingerprinted by the City of St. Charles Police Department (P.A.A.20-418).

Has this been done?  Yes  No

If yes, date(s):

15. Has the applicant attached proof of Drunk Shop Insurance to this application or already furnished it to the City of St. Charles (P.A.A.20-418)?  Yes  No

If already furnished, date of delivery:

16. Is the premises within 100 feet of any real property of any church, school, hospital, home for the aged or indigent persons, home for veterans, their wives/widows, or children; and/or any military or naval station (P.A.A.20-418)?

Yes  No

**B.A.S.S.E.T. TRAINING**

Please list employees required to have B.A.S.S.E.T. training on this page - include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name (First, Middle, Last): **AEPAN B. PATEL** Birthdate: **10/22/1985**  
 Home Street Address, Incl City, State, Zip: **345 Snowdrop Ln Egin, IL 60124**

Date of Course: **12/14/23** Place Course was Taken: **7U University (online)** Certificate Granted?  Yes Expiration: **11/14/24**

Name (First, Middle, Last): **MOJIB A PATEL** Birthdate: **10/18/1985**

Home Street Address, Incl City, State, Zip: **345 Snowdrop Ln Egin, IL, 60124**

Date of Course: **02/19/2024** Place Course was Taken: **online** Certificate Granted?  Yes Expiration:

Name (First, Middle, Last): **PRANAV B PATEL** Birthdate: **08/11/1983**

Home Street Address, Incl City, State, Zip: **117, 3, Vista Ave Addison, IL, 60101**

Date of Course: **02/13/2024** Place Course was Taken: **online** Certificate Granted?  Yes Expiration:

Name (First, Middle, Last): \_\_\_\_\_ Birthdate: \_\_\_\_\_

Home Street Address, Incl City, State, Zip: \_\_\_\_\_

Date of Course: \_\_\_\_\_ Place Course was Taken: \_\_\_\_\_ Certificate Granted? Y/N Expiration: \_\_\_\_\_

IF YOU ARE AN ALCOHOLIC BEVERAGE VENDOR, you must be notified and that person must be fingerprinted.

IF YOU ARE AN ALCOHOLIC BEVERAGE VENDOR, you must be notified and that person must be fingerprinted.

IF YOU ARE AN ALCOHOLIC BEVERAGE VENDOR, you must be notified and that person must be fingerprinted.

# Certificate of Completion

**ARPAN B PATEL**

Has diligently and with merit completed the

**Off-Premise BASSET Alcohol Certification**

from the American Safety Council.

GRADUATION DATE

2/17/2024

BASSET Student ID Number  
928479109

*John D. Conley*  
CEO, American Safety Council



**TEMPORARY BASSET CARD**

This document certifies that

**BASSET ON THE FLY**  
-----  
MONAL A PATEL

has successfully completed the BASSET On The Fly  
OFF-PREMISE BASSET certification course

CERTIFICATE #/STUDENT ID: 19638

ISSUE DATE: 02/18/2024

DUSTIN MEYERS

\*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS

**BASSET ON THE FLY**

2626 Cole Ave, Suite 300 #512, Dallas, TX 75204 | 312-366-3383 | support@bassetonthe-fly.com  
Licensed by the Illinois Liquor Control Commission (ILCC). License #5A-1141597.

**BASSET ON THE FLY**

2626 Cole Ave, Suite 300 #512, Dallas, TX 75204  
312-366-3383  
support@bassetonthe-fly.com  
www.bassetonthe-fly.com

Per ILCC rules, this temporary BASSET card is valid for 30 days only. Your official 3-year BASSET card will be mailed by the Illinois Liquor Control Commission (ILCC).

Within 10 days of issuance, this certification should appear in the Illinois Liquor Control Commission's online database at www.ilcc.illinois.gov. If not, please contact us.

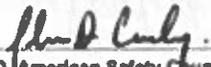
# Certificate of Completion

**PRAMOD B PATEL**

Has diligently and with merit completed the  
**Off-Premise BASSET Alcohol Certification**  
from the American Safety Council.

BASSET Student ID Number  
928482348

GRADUATION DATE  
2/17/2024

  
CEO, American Safety Council



## Illinois BASSET Training

This card certifies that

**PRAMOD B PATEL**

has completed the  
Off-Premise BASSET Alcohol Certification

  
CEO, American Safety Council

3/18/2024  
Exp. Date

Business Name:

SIGNATURES

*COBROK*

Applicant's Signature

Subscribed and sworn before me this 29<sup>th</sup> day of January, 2024



*Matthew Gioe*  
Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

To be completed by the City of St. Charles Police Department

Date:

Name of Applicant:

Name of Business:

Address of Business:

Ward Number:

Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1. Date on which applicant will begin selling retail alcoholic liquors at this location:
2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station?  Yes  No
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business?  Yes  No  
 If yes, answer a, b and c:  
 a. State the kind of such business:  
 b. Give date on which applicant began the kind of business named at this location:  
 c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?  
 Yes  No
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church?  Yes  No  
 If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore?  Yes  No

5.	<p>Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
7.	<p>If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
8.	<p>Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
9.	<p>Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
10.	<p>Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
11.	<p>It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
12.	<p>From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, state exceptions:</p>
13.	<p>Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Fingerprinted by: _____ Date: _____</p>
14.	<p>Other necessary data:</p>

**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: *AARNAZ4 Corporation*

DBA: *7-Eleven # 30153C*

Phone: *(630) 443-4032* Fax:

E-mail: *711arpan@gmail.com*

Address: *51 S. Randall Rd.*

City: *St. Charles*

State: *IL*

ZIP *60174*  
Code:

Expected date of business opening (Required): *4/2024*

**TAX PREPARER INFORMATION**

Name of Tax Preparer: *Brent Smith*

Phone: *(972) 828-8469*

Fax:

E-mail: *Brent.smith2@7-11.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.**

## ACKNOWLEDGEMENT 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. **The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.**

Name Arpan Patel

Title Owner / franchisee

Business Name AARNA24 Corporation d/b/a 7-Eleven # 30153 C

Address 51 S. Randall Rd. St. Charles, IL 60174

Arpan Patel  
Signature

11/25/24  
Date

Please return the signed acknowledgement form to the City of St. Charles Administration Office .

1983 JUL 19 PM 12:09

1646046

*Eleanor E. Jungels*

RECORDER

060883

NOTE REGARDING TRANSFER  
DECLARATIONS: Actual  
consideration for property  
is less than \$100.

12 - Illinois-SWD-RET  
County Kane  
Cities No. 12-089-018

3015

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Cities Service Company, a Delaware corporation (successor to Cities Service Oil Company, a Delaware corporation, by virtue of a Certificate of Ownership and Merger filed in the office of the Secretary of State of the State of Delaware on December 20, 1978, effective December 29, 1978), P. O. Box 300, Tulsa, Oklahoma 74102 (herein called "Grantor"), for and in consideration of the sum of One Dollar to Grantor in hand paid by CITGO Petroleum Corporation, a Delaware corporation (formerly Cities Service RMT Corporation), P. O. Box 3748, Tulsa, Oklahoma 74102 (herein called "Grantee"), the receipt whereof Grantor does hereby acknowledge, and as a contribution to the capital of Grantee, a wholly-owned subsidiary of Grantor, has granted, bargained, sold, assigned and conveyed, and by these presents does hereby grant, bargain, sell, assign and convey unto the said Grantee, its successors and assigns, the following:

- (1) That certain tract or parcel of land located in the county of Kane and state of Illinois, described in Exhibit A hereto, and the address of which is Hwy. 64 - Randall, St. Charles,
- (2) All buildings, structures, fixtures and improvements attached thereto,  
  
(numbered items (1) and (2) are herein called the "Property")
- (3) To the extent assignable, all right, title and interest, if any, of Grantor in and to (a) all easements, rights-of-way, rights and benefits appurtenant to the Property and, if an Exhibit B is attached to this Deed, including (without limitation) the interests described in such Exhibit (such interests described in such Exhibit being herein called the "Appurtenant Interests"), (b) all permits, licenses, contracts, agreements, leases, authorizations, servitudes and other arrangements and interests therein relating to the Property, (c) all streets, easements, rights-of-way, strips, gores and land adjacent or contiguous to the Property and

Return recorded original to:  
CITGO Petroleum Corporation  
P.O. Box 3758  
Tulsa, Oklahoma 74102  
Attn: Marcus E. Smith, Jr.

EXEMPT UNDER PROVISIONS OF  
PARAGRAPH 6, SECTION 4, REAL  
ESTATE TRANSFER ACT.  
DATE: *7/19/83*  
Buyer, Seller or Representative

1646046

(d) all tangible personal property, including (without limitation) trade fixtures, signs, and all equipment, machinery and appurtenances attached to or located on the Property at the Effective Time.

(numbered item (3) is herein called the "Additional Interests")

The Property and the Additional Interests, if any, are conveyed subject to (a) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, (b) all ordinances or statutes relating to the Property or the Additional Interests (if any), (c) any condition that an accurate survey or an inspection of the premises might show, (d) any easements, rights-of-way, covenants, restrictions, conditions, mineral interests, reservations and encumbrances, if any, of record in the above county and state or, in the case of security interests to be perfected by filing in the Uniform Commercial Code records of the above state, in the place of filing mandated by the Uniform Commercial Code of such state, and (e) rights of parties in possession, all to the extent the same are valid, enforceable and affect the Property or the Additional Interests (if any).

Grantee, for itself, its successors and assigns, accepts and assumes all terms, conditions, liabilities, obligations and duties of Grantor relating to the Additional Interests, if any, to the extent the same are assignable to the extent such liabilities, obligations and duties of Grantor relate to or arise out of events occurring or actions taken or not taken after the Effective Time.

With respect to any personal property or interests in personal property conveyed hereby, Grantor EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

TO HAVE AND TO HOLD the Property and the Additional Interests, if any, to Grantee, its successors and assigns, forever.

Subject only to the matters expressly set forth above, Grantor hereby binds itself and its successors to warrant and defend all and singular the Property to Grantee, its successors and assigns forever, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor, but not otherwise, but with full subrogation and substitution in and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors.

Reference is made to the exhibit(s) which is (are) attached hereto and made a part hereof for all purposes.

In witness whereof, the duly authorized officers of Grantor and Grantee have executed, sealed and delivered this

instrument on this 25<sup>th</sup> day of June, 1983, effective as of  
March 18, 1983 at 7:00 p.m., CST (herein called the  
Effective Time).

WITNESS:

CITIES SERVICE COMPANY

[Signature]  
Name: JOHN C. BRANNAN, JR.

By [Signature]  
Robert D. Dillsaver  
Senior Vice President

GRANTOR

[Signature]  
Name: Mark Lonsell

ATTEST:

[Signature]  
Lewis J. Haines  
Assistant Secretary

WITNESS:

CITGO PETROLEUM CORPORATION

[Signature]  
Name: BEN H. POWELL III

By [Signature]  
John H. Dewell  
Vice President

GRANTEE

[Signature]  
Name: Albert R. Jones

ATTEST:

[Signature]  
John H. Dewell, Secretary  
1983  
CITGO PETROLEUM CORPORATION

Subsequent New bills to:  
Citic Petroleum Corp.  
Attn: Property Tax Dept.  
P.O. Box 3758  
Tulsa, Oklahoma 74102

Prepared By:  
Marcus E. Smith, Jr.  
P. O. Box 3758  
Tulsa, Oklahoma 74102

Grantee's address  
Citic Petroleum Corp.  
P.O. Box 300  
Tulsa, OK 74102



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2024

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

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

<b>PRODUCER</b> Illinois Insurance Provider, LLC 991 W Lake St  Addison IL 60101-2078	<b>CONTACT NAME:</b> Urmish Patel <b>PHONE (A/C, No, Ext):</b> 630-283-0058 <b>E-MAIL ADDRESS:</b> info@businessmanager.com	<b>FAX (A/C, No):</b> 630-451-9481
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Aarna24 Corporation dba 7 Eleven # 30153C 51 S Randall Rd Saint Charles IL 60174	<b>INSURER A :</b> ERIE INSURANCE COMPANY Optional AM Best <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	Q61-0363648	03/28/2024	03/28/2025	EACH OCCURRENCE	\$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000.00
							MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
							GENERAL AGGREGATE	\$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
								\$
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	Q61-0363648	03/28/2024	03/28/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR 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	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Commercial Package	Y	Y	Q61-0363648	03/28/2024	03/28/2025	LIQUOR LIABILITY	\$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ADDITIONAL INSURED - THE CITY OF SAINT CHARLES, IL - ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES AND AGENTS

**CERTIFICATE HOLDER****CANCELLATION**

THE CITY OF SAINT CHARLES 2 E MAIN ST  SAINT CHARLES IL 60174	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 <i>Urmish Patel</i>
--	--

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

Filing Fee: \$150

File #: 74426107

Approved By: MAP

**FILED**

**OCT 26 2023**

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

1. Corporate Name: AARNA24 CORPORATION

2. Initial Registered Agent: ARPAN B PATEL

First Name

Middle Initial

Last Name

Initial Registered Office: 345 SNOWDROP LN

Number

Street

Suite No.

ELGIN

IL

60124-0238

KANE

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	200	200	\$ 200

**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 OCTOBER 26, 2023

Month & Day

Year

ARPAN B PATEL

Name

345 SNOWDROP LN

Street

ELGIN

IL

60124

City/Town

State

ZIP Code

# **ADDITIONAL PROVISION**

## **7-ELEVEN PROVISION:**

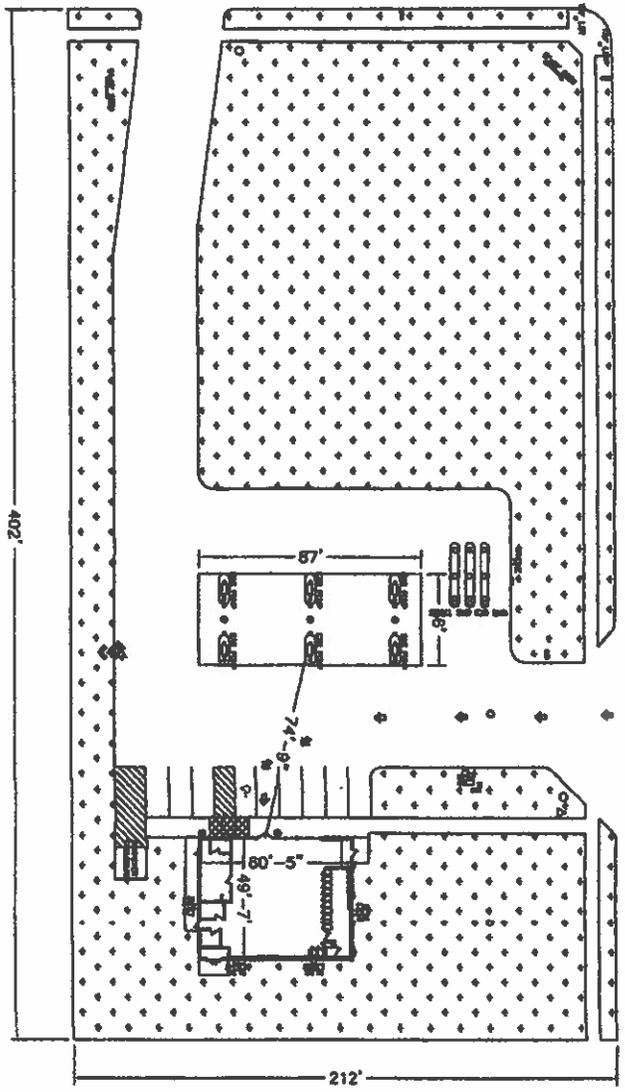
- a) **Notwithstanding anything herein to the contrary and unless otherwise required by state law, the sole shareholder(s) of this corporation shall be the "Franchisee(s)." For purposes of this document, "Franchisee(s)" shall mean and include (a) the original signatory(ies), as franchisee, to the 7-Eleven Store Franchise Agreement(s) ["Franchise Agreement(s)"] intended to be, or having been, assigned to this corporation; (b) anyone listed as a shareholder of this corporation who has participated in 7-Eleven, Inc.'s franchise qualification process and has been approved by 7-Eleven, Inc. as a shareholder of this corporation; and (c) anyone added as a franchisee by amendment to the Franchise Agreement(s); however, "Franchisee(s)" shall exclude anyone who was an original signatory or who was later added as a franchisee but who has subsequently been deleted as a franchisee by amendment to the Franchise Agreement(s). Further, each "Franchisee," during the time such person is a "Franchisee," and only while a "Franchisee," must be a shareholder of this corporation.**
- b) **Notwithstanding anything herein to the contrary, this corporation is a single-purpose corporation, the single purpose being the operation of one or more 7-Eleven stores in accordance with one or more Franchise Agreements.**
- c) **The following restrictive legend must appear clearly and legibly on each stock certificate:**
- "No shares of this corporation may be issued, encumbered, assigned, held or transferred except with the prior written consent of 7-Eleven Inc., a Texas corporation, and no shares may be held by anyone other than the "Franchisee(s)," as defined in the Articles of Incorporation of this corporation. However, shares may be owned by the fiduciary of the estate of a deceased shareholder pending an approved transfer. These restrictions may not be amended, repealed or revoked except with the prior written consent of 7-Eleven Inc."**
- d) **These Articles of Incorporation may not be revised, amended or repealed except with the prior written consent of 7-Eleven, Inc., a Texas corporation.**
- e) **Both preemptive rights and cumulative voting must be prohibited.**

DISCLAIMER  
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WEST MAIN STREET



SOUTH RANDALL ROAD

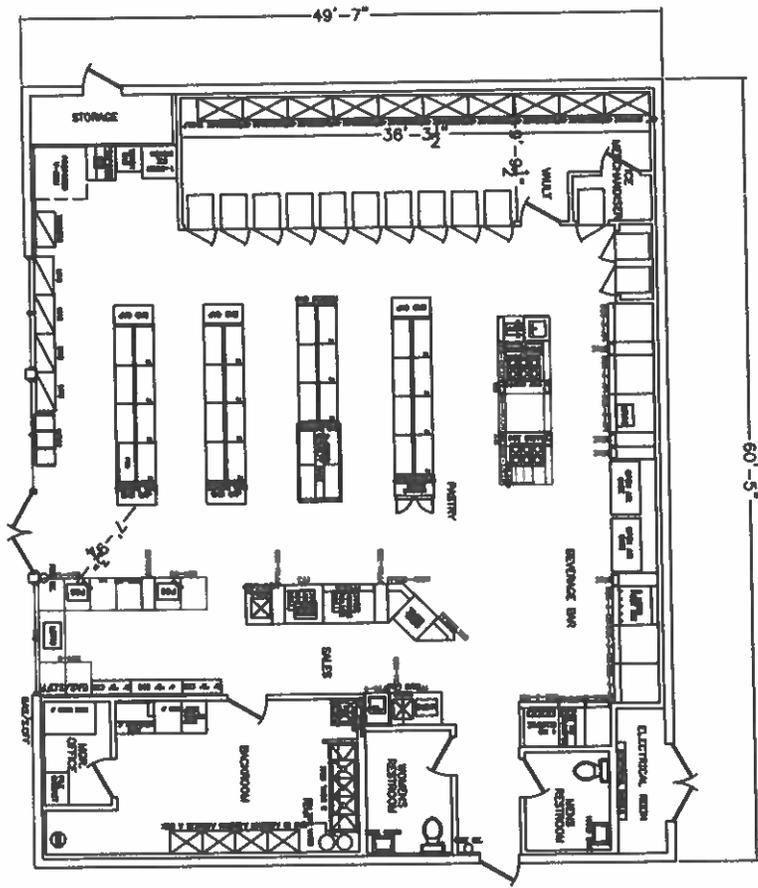


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7-ELEVEN  
 STORE # 30153  
 51 SOUTH RANDALL ROAD  
 ST CHARLES, ILL. 60175-1046

DATE: 05/21/2004  
 1 of 1  
 30153SP

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Job No. L00  
 Date L00  
 Size 1/8" = 1'-0"  
 Date 05/21/2004  
 Sheet 1 of 1  
**EMVISTON**  
 30153SP

**7-ELEVEN**  
 STORE # 30153  
 51 SOUTH RANDALL ROAD  
 ST CHARLES, ILL. 60175-1046

7-Eleven #30153C  
51 S. Randall Rd., St. Charles IL 60174

- Open 24 Hours/ 7 days a week
- 6-8 employees
- No live music will be played
- No outdoor seating
- Convenience store engaged in the sale of retail goods for individual and household consumption. This store offers the following:
  - Groceries
  - Household Items
  - Dry Goods
  - Prepared take-out foods (hot and cold) intended for consumption off premises
  - Tobacco
  - Lottery Gasoline
  - Packaged Goods Liquor (off premise consumption)
  -

Copy of menu attached



# 7-Eleven Store Menu

Note: All animal proteins\* are fully pre-cooked under verified HACCP plans in federally inspected production facilities.  
\*Does not include stores with the Laredo Taco Company or Roost Programs

## Basic 7-Eleven Store

- Fresh and Fast Foods
- Refrigerated sandwiches – up to 3-day shelf life
- Freeze to thaw sandwiches, burritos, Hot Pockets, burgers and sandwiches – up to 14-days shelf life
- Whole and cut fruits – up to 9-days shelf life
- Green Salads – up to 7-days shelf life
- Pasta/potato salads – up to 14-days shelf life
- Fresh donuts and pastries – 24-hour shelf life
- Fresh packaged bakery items – up to 14-day shelf
- Pre-cooked (re-heated at store level) breakfast sandwiches – up to 2-hours shelf life held  $\geq 140^{\circ}\text{F}$
- Pre-cooked (re-heated at store level) chicken tenders, chicken wings, tacos, meat patties empanadas - heated  $\geq 140^{\circ}\text{F}$  with a shelf life up to 4-hours held  $\geq 140^{\circ}\text{F}$
- Pre-cooked (re-heated and assembled at store level) products i.e. Chicken sandwiches, Beef Burgers and Breakfast Sandwiches
- Shelf stable sauces, decanted, held at ambient temperatures up to 72-hours
- Re-thermalized par-cooked potato products, cheese sticks and pizzas – heated  $\geq 165^{\circ}\text{F}$  with a shelf life of up to 2 hours held  $\geq 140^{\circ}\text{F}$ .
- Pre-cooked (re-heated at store level) hot dogs, corn dogs, Taquitos and egg rolls – up to 4-hour shelf life  $\geq 140^{\circ}\text{F}$
- Pre-cooked (re-heated at store level) chili and cheese sauces – up to 48-hour shelf life held  $\geq 140^{\circ}\text{F}$
- Nachos
- Fresh and processed condiments (held  $\leq 40^{\circ}\text{F}$ )
  - Onions
  - Tomatoes
  - Pico di Gallo
  - Lettuce
  - Pickled products i.e. relish, jalapenos and sauerkraut
  - Fresh and/or bottled salsa

### Beverages – Self Serve

- Assorted brewed coffees and teas
- Assorted powder based hot chocolates and cappuccinos
- Assorted iced coffees
- Wide assortment of fountain beverages
- Wide assortment of Slurpee (frozen carbonated beverages)
- Iced Tea

### Grocery and Pre-packaged foods

- Large assortment of packaged grocery items:
  - Cereals
  - Canned goods
  - Condiments
  - Crackers
  - Fresh Breads
  - Ice Cream (take home and novelty)

- Frozen Meals
- Snacks
- Chips
- Dried Meat Jerky
- Nuts/seeds
- Confectionary
- Chocolate
- Non-chocolate
- Gums
- Hard Candies
- Novelty

### Cold Vault

- Canned/bottled Soda
- Juices
- Energy Drinks
- Bottled Water
- Alcoholic Beverages
- Beer
- Wine
- Hard liquor (some stores with a limited selection)
- Fresh Dairy
- Fluid dairy
- Yogurt
- Butter
- Eggs
- Refrigerated Food Products
- Packaged Deli Meats and cheeses

### Non – Food Items

- Cigarettes and tobacco
- Large assortment of health and beauty items
- Cleaning products
- Auto products
- Motor Oil
- Antifreeze
- Various auto fluids
- Home use paper products
- Stationary
- Film & batteries
- Cell phones/accessories

### Bake In Store - (Some Stores – Refer to Plan)

- Basic Menu: Cookies, croissants and Danish – baked from frozen pucks
- Shelf life: up to 24 hours displayed unpackaged; up to 3-days displayed packaged and labeled
- Select stores will offer a limited breakfast menu
- Breakfast Sandwiches, (in-store cooked eggs, par-cooked and fully pre-cooked meats, cheeses and breads), par-cooked hashbrowns
- Shelf life: up to 2 hours held  $\geq 140^{\circ}\text{F}$ . Products will be discarded at the end of the held hot shelf life.
- The menu type will be identified in the Plan Review application.

### Recommended Suppliers

Product assortment list may vary from store to store and area by area.  
Refer to the plans submitted for specific store/program details  
02.01.2020



**7-ELEVEN, INC.**

**INDIVIDUAL STORE  
FRANCHISE AGREEMENT**

COMPLETED AGREEMENT ACKNOWLEDGMENT

Arpan Bharatbhai Patel, owner of 7-Eleven Store # 0001913 - 30153C hereby acknowledge that we have received, completed, and executed the Completed Agreement Acknowledgment, Form # 4400164, Edition 07/2008.

FRANCHISEE

AARNA24 Corporation

By

Arpan Bharatbhai Patel  
Arpan Bharatbhai Patel (Nov 12, 2023 10:40 CST)

President/Secretary/Treasurer  
Arpan Bharatbhai Patel

Date

Nov 12, 2023

By

\_\_\_\_\_

Date

\_\_\_\_\_

By

\_\_\_\_\_

Date

\_\_\_\_\_

By

\_\_\_\_\_

Date

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7-ELEVEN, INC.

By

Sandifer, Elizabeth Rachael (Rachael)  
Sandifer, Elizabeth Rachael (Rachael) (Nov 12, 2023 12:33 CST)

Assistant Secretary/Franchise Specialist  
Elizabeth Rachael Sandifer

Date

Nov 12, 2023

Form # 4400164 07/2008  
Completed Agreement Acknowledgement

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EXHIBITS:

- A - Store
- B - 7-Eleven Equipment
- C - Intentionally left blank
- D - Selected Provisions
- E - Definitions
- F - Survivorship
- G - Required Proprietary Products
- H - Release of Claims and Termination
- I - Security Agreement
- J - Procedures for Selection of Third Party Reviewer and for Reviewing Vendor Negotiating

**STORE FRANCHISE AGREEMENT**

In consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Statement of Intent and Definitions.**

(a) Statement of Intent.

(1) Franchising is a method of distributing goods or services in a consistent manner. The customer expects a similar shopping experience at a franchised business, regardless of its location or operator. By signing this Agreement, you acknowledge the importance of these concepts, and agree to participate in the 7-Eleven System, which promotes a uniform method of operating a convenience store. You recognize that a uniform presentation of a high quality 7-Eleven Image is critical to the customer's perception of the 7-Eleven System, and that you agree to contribute to that perception by operating your Store in compliance with this Agreement.

(2) You recognize the benefits to you and the 7-Eleven System (including the benefits of scale that a large chain gets from its high volume of purchases) of purchasing the products and services sold at your Store from common vendors and/or distributors. You agree to provide excellent customer service.

(3) You acknowledge and agree that providing excellent customer service is vital to the success of the 7-Eleven System and your Store, and that excellent customer service includes, among other things: (a) proficiency in the English language, (b) prompt, efficient and courteous service to all customers, and any other standards we identify from time to time.

(4) You agree that the 7-Eleven System is subject to modification based on changes in technology, competitive circumstances, customer expectations, and other market variables. Those changes to the 7-Eleven System may include changes in operating standards, products, programs, services, methods, forms, policies and procedures; changes in the design and appearance of the building, signage and equipment; changes to the 7-Eleven Operations Manual; and changes to the Service Mark and Related Trademarks.

(5) You recognize the advantages of the 7-Eleven System and wish to obtain a franchise for a 7-Eleven Store. You understand and acknowledge that an investment in the Store involves business risks and that your business abilities and efforts are vital to the success of the Store. You agree that the terms of this Agreement are acceptable to you, and are material and reasonable.

(b) Headings. The captions used in the paragraphs and subparagraphs of this Agreement are inserted only for purpose of reference. These captions will not govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor will they otherwise be given any legal effect.

(c) Definitions. "We", "us", "our" or "7-Eleven" means 7-Eleven, Inc., the franchisor. "You" or "your" means the Franchisee, as defined more fully in Exhibit E. Initially capitalized terms used in this Agreement are defined in Exhibit E or in one of the other Exhibits to this Agreement.

**2. Independent Contractor.** You and we agree that this Agreement creates an arm's-length business relationship and does not create any fiduciary, special or other similar relationship. You agree: (a) to conspicuously identify yourself as the owner and operator of the Store and to hold yourself out to the public as an independent contractor; (b) to control the manner and means by which you operate the Store; and (c) to exercise complete control over and responsibility for all labor relations and the conduct of your agents and employees. You and your agents and employees: (i) are not and may not be considered or held out to be our agents or employees; or (ii) may not negotiate or enter any agreement or incur any liability in our name, on our behalf, or purporting to bind us or any of our or your successors-in-interest. Without in any way limiting the preceding statements, we do not exercise any discretion or control over your employment policies or employment decisions, and all employees of the Store are solely your employees. No actions you, your agents or employees take will be attributable to us or be considered actions obligating us.

**3. Franchise Fee, Down Payment and Grand Opening Fee.** You agree to pay us the Franchise Fee, the Down Payment and the Grand Opening Fee stated in Exhibit D upon the execution of this Agreement. Except as provided in Paragraphs 4 and 6 with respect to the Down Payment and Grand Opening Fee, and Paragraphs 4, 6, 26, and 27 with respect to the Franchise Fee, the Down Payment, the Franchise Fee and the Grand Opening Fee will be deemed fully earned and nonrefundable when paid in consideration for the administrative and other expenses we incur in granting the franchise.

**4. Training; 7-Eleven Operations Manual.**

(a) **Initial Training.** Prior to the Effective Date, you and any individual you designate as a manager for your Store must complete to our satisfaction the initial training program for operating a franchised 7-Eleven Store. If you are a corporation or other entity, you must at all times have a designated manager for the Store. If you franchise more than one 7-Eleven store, you must at all times have a designated manager for each additional Store. Any manager you designate must successfully complete our initial training program. If your designated manager ceases employment at your Store for any reason, the individual you designate as the replacement manager must complete our initial training program within the time period that we require, as may set forth and modified in the 7-Eleven Operations Manual from time to time. You will be responsible for paying all costs and expenses related to any initial training, including your employees' wages and benefits (if applicable), except our costs of providing the initial training. If you elect to obtain initial training for more than two (2) individuals at any time during the term of this Agreement, you will also be responsible for paying us an additional fee for such training in an amount we deem appropriate. If you or any of the individuals you designate as managers fail to complete the initial training program to our satisfaction prior to the Effective Date, or we determine that you will not be able to do so prior to the completion of the initial training, then: (a) the business relationship, if any, between us will immediately terminate; (b) this Agreement will not become effective; and (c) we will refund to you the Down Payment, the Franchise Fee and the Grand Opening Fee, without interest, after deducting any amount you owe us, including any initial training expenses for which we have reimbursed you or which we have paid on your behalf. You agree that if you incur any expenses in attempting to obtain a 7-Eleven Store franchise or if you rely in any other way on the possibility that you will obtain a franchise from us (including incurring out-of-pocket expenses other than those for which we may reimburse you under this Paragraph 4), you will have done so solely at your own risk, based on your own judgment and not in reliance upon any statements or representations from us or our agents or representatives.

(b) **Ongoing Training.** We agree to offer additional training that we deem necessary based on any changes that are made to the 7-Eleven System. You will be responsible for all expenses, including any computer programs we deem necessary, the costs of travel, lodging, meals and wages, incurred by your employees and other personnel in connection with any additional training program. You agree to participate in and complete to our satisfaction, and to train your employees on any additional training programs we make available relating to: (a) the proper sale of age restricted products or the sale of other products that are regulated and which could lead to a violation of law if not properly sold; and (b) other training programs we designate as required. We may make additional training programs available through computers or other electronic devices, and you will be required to use such equipment to complete additional training.

MARKET/STORE # 0001913-30153C

(c) Employee Training. You agree that you are solely responsible for ensuring that your employees are at all times adequately trained in the operation of the 7-Eleven Store so that your employees can provide excellent customer service and properly carry out the operations of the Store in accordance with the 7-Eleven System and this Agreement.

(d) 7-Eleven Operations Manual. We agree to provide you with access to our 7-Eleven Operations Manual on the 7-Eleven Intranet through your in-Store computer, or through any other means we deem appropriate. The 7-Eleven Operations Manual contains suggestions and mandatory requirements regarding, among other things, the 7-Eleven System, providing excellent customer service, training, Store operations and accounting procedures. You acknowledge the importance of the 7-Eleven Operations Manual and agree to comply with all mandatory standards, specifications, operating procedures and other material contained in the 7-Eleven Operations Manual, as amended from time to time. We may modify the 7-Eleven Operations Manual at any time in our sole discretion. We may provide assistance and information to you through methods other than the 7-Eleven Operations Manual.

**5. Ownership of 7-Eleven System; Confidentiality; Noncompetition.**

(a) Ownership of 7-Eleven System. You acknowledge that we are and will remain the sole owner of all rights in and to the 7-Eleven System, the 7-Eleven Operations Manual, any information, manuals, materials, and any other confidential communications (whether in electronic or other form) provided to you concerning the operation of a 7-Eleven Store or related to the 7-Eleven System. You also acknowledge that you are acquiring no property interest in or other right to them, other than a license to use them during the Term of this Agreement. You agree to at all times treat the 7-Eleven Operations Manual and any other manuals, materials, confidential communications, and the information contained therein, as confidential and must maintain such information as secret and confidential in accordance with Paragraph 5(b) of this Agreement.

(b) Confidentiality. You agree at all times: (i) not to communicate, divulge or use the Confidential Information for the benefit of any other person or entity; (ii) not to use the Confidential Information for your own benefit, except in connection with the operation of the Store during the Term of this Agreement; and (iii) to divulge such Confidential Information only to those of your employees who must have access to it in order to operate the Store. Except as we may expressly permit in writing, you agree not to download, print, transmit via e-mail or any other means, copy, duplicate, record, or otherwise reproduce the Confidential Information, in whole or in part, or otherwise make the Confidential Information available to any unauthorized person. The agreement in this Paragraph 5(b) will survive the expiration, termination or transfer of this Agreement or any interest herein and will be perpetually binding upon you. At our request, you agree to obtain execution of agreements similar to those set forth in this Paragraph 5(b) from your employees, agents, independent contractors, and any other of your personnel who have received or will have access to the Confidential Information. Such agreements must be in the form that we require.

(c) New Developments. If you or your employees develop any new concept, process or improvement in the operation or promotion of the Store, you agree to promptly notify us and provide us with all necessary related information, without compensation. You hereby grant to us a perpetual royalty-free license to use and sublicense the use of any such concept, process or improvement in any way we choose.

(d) Noncompetition.

(1) In-Term Non-compete. Except as otherwise permitted by us in writing, during the term of this Agreement, you agree not to, for yourself, or through, on behalf of or in conjunction with any other person, partnership, corporation, limited liability company or other entity or association, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist, make loans to, or lease to, a Competitive Business which is, or is intended to be, located

within 1/2 mile of any 7-Eleven convenience store, except for any interest you: (a) had in a Competitive Business as of the Effective Date of this Agreement; or (b) have in a Competitive Business located within 1/2 mile of a 7-Eleven convenience store that you owned prior to our opening of such 7-Eleven convenience store.

(2) Nothing in this Paragraph 5(d) will prevent you from owning, for investment purposes only, an ownership interest in a business entity as a passive investor without any involvement in the operations of such business entity.

(3) You and we agree that the foregoing agreement contains reasonable limitations as to time, geographical area and scope of activity to be restrained and does not impose a greater restraint than is necessary to protect our goodwill or other business interests. Such agreement will be construed as independent of any other agreement or provision of this Agreement. If all or any portion of an agreement in this Paragraph 5(d) is held unreasonable or unenforceable by a court having valid jurisdiction in an unappealed final decision to which we are a party, you agree to be bound by any lesser agreement imposed by or resulting from the court order as if the resulting agreement were separately stated in and made a part of this Paragraph 5(d).

(4) You acknowledge that we will have the right, in our sole discretion, to reduce the scope of any agreement in this Paragraph 5(d) without your consent, effective immediately upon notice to you, and you agree to promptly comply with any agreement as so modified.

(5) You agree that the existence of any claims you may have against us, whether arising under this Agreement or otherwise, will not constitute a defense to the enforcement by us of this Paragraph 5(d).

(6) You acknowledge that any breach of any of the terms of the covenant contained in Paragraph 5(d) will result in irreparable injury to us and that we are entitled to injunctive relief to prevent any such breach.

## 6. Effective Date.

(a) Commencement of Obligations. Your and our rights and obligations derived from the grant of the franchise and the right to become part of the 7-Eleven system of franchisees (including those set forth in Paragraphs 7(a), 8, 10, 11, 12, 14, and 17) will begin as of the Effective Date. All of your and our other rights and obligations (including, without limitation, those in Paragraphs 4, 5, 6, 7(b), 18, 19, 25, 26, 27, and 28) will become effective as of the date that the last party executes this Agreement.

(b) Conditions to Occurrence of Effective Date. We agree to use our best efforts to make the Store available to you within a reasonable time. However, you agree that, in order for the Effective Date to occur, all of the following conditions must be met to our sole satisfaction on or before the date the Store becomes available: (1) you and any individual you designate as a manager of your Store must be certified by us as having satisfactorily completed the initial training program; (2) you will have paid us all amounts you owe us under this Agreement; (3) all licenses, permits, and bonds required by applicable laws or regulations or by us for the operation of the Store (or any portion of the Store) must be available and, where possible, obtained; (4) you will not have granted a security interest in the Collateral or the franchise to anyone except us or our Affiliate; (5) you will not have made any misrepresentation to us in connection with obtaining the 7-Eleven Store franchise; and (6) you will not have taken any action that would be, or is, a breach of this Agreement.

(c) Failure to Meet Conditions for Effective Date to Occur. If (1) you fail to meet any of the conditions contained in Paragraph 6(b); (2) the Store is not available within ninety (90) days after you satisfactorily complete initial training; or (3) the Effective Date does not occur within one hundred-twenty (120) days after the date you and we signed this Agreement (or, if the Store is under construction, within thirty (30) days after the completion date, if such date is later

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than one hundred-twenty (120) days after you and we signed this Agreement), then, except for your post-termination obligations and Paragraph 5, this Agreement will not become effective and will be null and void and of no further force or effect, unless you and we agree in writing otherwise. If this Agreement does not become effective as provided in this Paragraph 6(c) through no fault of yours, then we agree to refund the Down Payment, the Franchise Fee and the Grand Opening Fee to you, without interest, minus any amount you owe us as provided in this Agreement.

**7. License.**

(a) **Grant of License.** As of the Effective Date, we grant to you, upon the terms and conditions in this Agreement, the right and license, and you accept the right and obligation, to operate a 7-Eleven Store at the Store location identified in Exhibit A in accordance with this Agreement under the Service Mark, Related Trademarks, and the 7-Eleven System and to use the Trade Secrets and the Proprietary Products in connection with the operation of the Store.

(b) **Reserved Rights.** You agree that this Agreement does not grant you any exclusive or protected territory. You further acknowledge that we are not obligated to grant any additional franchises to you. This Agreement does not grant you the right or license to operate the Store or to offer or sell any products or services offered and sold by 7-Eleven Stores at or from any location other than the Store location identified in Exhibit A or through any other channel or method of distribution other than a 7-Eleven Store, including by or through the Internet or similar electronic media. You agree that we and our Affiliates retain all other rights, including the right to establish and operate, and to grant others the right to establish and operate, convenience or other stores under the Service Mark and Related Trademarks, any trade names, and other service marks and trademarks, at any site other than the Store location, including sites that are adjacent or proximate to the Store location. We and our Affiliates also retain the right to offer and sell, and grant others the right to offer and sell, any products and services similar or dissimilar to those offered by 7-Eleven Stores, whether identified by the Service Mark, Related Trademarks or by other trademarks, trade names or service marks, through any other channel or by any other method of distribution, including by or through the Internet or similar electronic media, on any terms and conditions we deem appropriate. If we decide to subcontract to you (and you agree to accept) certain of our obligations in connection with the sale of products and/or services over the Internet, we will compensate you for your efforts to fulfill those obligations in a reasonable amount to be mutually agreed upon by you and us, otherwise there is no obligation to share any revenues with you related to the sale of products and/or services over the Internet or through any other channel or method of distribution.

**8. Lease.**

(a) **Lease of Store and 7-Eleven Equipment; Use of 7-Eleven Equipment.**

(1) Beginning on the Effective Date, we lease the Store and 7-Eleven Equipment to you solely for the operation of a franchised 7-Eleven Store pursuant to this Agreement and in accordance with the 7-Eleven System. You agree to comply with all local, state and federal laws, statutes, regulations, ordinances, and rules of any applicable governmental entity with respect to the operation, use, repair and possession of the Store and the 7-Eleven Equipment.

(2) If we currently own the Store, we may sell the Store and lease it back or enter into other similar transactions in connection with a financing of the Store or the improvements. If we currently lease the Store, then the Lease to you is a sublease and certain provisions of the master lease are included on Exhibit A. If we are not currently leasing the Store but we lease it in the future, the Lease to you will be a sublease, and we will amend Exhibit A to summarize certain provisions of the master lease. You agree to comply with all terms and provisions of the master lease referred to in Exhibit A and not cause a breach of any such master lease. We reserve from the Lease and/or common area such portions thereof, if any, as we may elect to use for: the installation of banking or other similar equipment, attended or

self-service gasoline, attended or self-service car washes, electric vehicle charging stations, a photo kiosk, signs or bill boards, or telecommunications towers and other telecommunications equipment of any type, and any additional areas that we consider necessary for the installation, maintenance, repair, and operation of related equipment. You agree to give us unobstructed non-exclusive rights to enter and exit in connection with these reserved rights. You agree that we may remodel the Store at any time in accordance with one of our remodel programs and that you cannot remodel the Store without our prior written consent.

(3) If we currently own the 7-Eleven Equipment, we may sell it and lease it back or enter into other similar transactions in connection with a financing of the 7-Eleven Equipment. If we currently lease the 7-Eleven Equipment, then the Lease to you is a sublease, and certain provisions of the master lease are included on Exhibit B. If we are not currently leasing the 7-Eleven Equipment but we lease it in the future, then the Lease to you will be a sublease, and we agree to amend Exhibit B to summarize certain provisions of the master lease. You agree to comply with all terms and provisions of the master lease referred to in Exhibit B and not cause a breach of any such master lease. We may, at our option, remove or replace any of the 7-Eleven Equipment or add new 7-Eleven Equipment, including cash registers and point of sale computers and 7-Eleven Equipment of a type or category other than that which currently exists. Any new or additional 7-Eleven Equipment will be added to the list of 7-Eleven Equipment on Exhibit B or we agree to otherwise provide you with electronic or written notice of such changes to the 7-Eleven Equipment. You agree to, at all times use, as we require, all 7-Eleven Equipment currently in the Store or that we add to the Store. The use of the 7-Eleven Equipment may require you to incur costs in connection with the operation of such 7-Eleven Equipment, including, without limitation, maintenance expenses, making Purchases, subscription fees for in-store music services, and other expenses. We may provide you with replacement Equipment if certain Equipment is damaged or becomes inoperable. If we do so, and if you fail to promptly return the damaged or inoperable equipment to us, we may charge you for the cost of the replacement Equipment by debiting your Open Account.

(4) You may not modify, alter, remodel or add to the Store or 7-Eleven Equipment or discontinue using any of the 7-Eleven Equipment required under the 7-Eleven System without first obtaining our written consent. You may not use the 7-Eleven Equipment other than in connection with the operation of the Store.

(b) Third Party Beneficiary. You are not a third-party beneficiary of, and will have no right directly or independently to enforce, any master lease. Such rights are reserved to us to exercise in our sole discretion on a case by case basis. We are not assigning to you any rights of exclusivity or non-competition or any other rights or remedies under any master lease, and we may elect to enforce, or not to enforce, our rights under any master lease (including rights of exclusivity and non-competition), in our sole discretion. In the event we elect to enforce such rights, any proceeds paid to us as a result will be first applied to reimburse us for our attorneys' fees and costs incurred. Any remaining proceeds resulting from a finding in our favor with respect to breaches of exclusivity or non-competition covenants in the master lease will be credited to your Open Account after deducting from such proceeds the amount determined by multiplying the remaining proceeds by the percentage used to calculate the 7-Eleven Charge. However, our agreement to share proceeds resulting from our enforcement of such provisions in any master lease does not imply that you have any rights or remedies under the master lease.

(c) **DISCLAIMER OF WARRANTIES. YOU AGREE TO TAKE ALL OF THE STORE AND 7-ELEVEN EQUIPMENT LEASED UNDER THIS AGREEMENT IN "AS-IS" CONDITION, WITH ALL FAULTS AND DEFECTS, SUBJECT TO THE MASTER LEASE, IF ANY, AND ALL DOCUMENTS OF RECORD AFFECTING THE STORE AND THE 7-ELEVEN EQUIPMENT. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE STORE AND THE 7-ELEVEN EQUIPMENT, INCLUDING WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-DISTURBANCE, INTERFERENCE OR INFRINGEMENT.**

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(d) Condemnation Awards. We will be entitled to all awards paid in connection with any condemnation affecting the Store and, to the extent necessary to effectuate this provision, you assign to us all rights in any condemnation award to which you may be entitled, whether for loss of profits, goodwill, moving expenses, loss of leasehold or otherwise. Any proceeds from a condemnation award paid to us will be first applied to pay our attorneys' fees and costs incurred. Provided you do not Transfer or receive a Refund pursuant to Paragraph 26(e), any remaining condemnation award proceeds specifically attributed to the "goodwill of the Store as a going concern" will be credited to your Open Account after deducting from such proceeds the amount determined by multiplying the remaining proceeds by the percentage used to calculate the 7-Eleven Charge.

(e) Breach of Lease. You and we intend to create only a landlord-tenant/lessor-lessee relationship with respect to the Lease provided herein. If you breach this Agreement, then we will be entitled (in addition to any other rights under this Agreement) to invoke all judicial and other rights and remedies available to a landlord or lessor, at law or in equity, including summary proceedings for possession of leased property; the right to appointment of a receiver or similar remedies; and/or the right to terminate, cancel, or declare a forfeiture of this Lease. If you receive notice of breach, non-renewal or termination from us and you fail to vacate the Store and surrender the 7-Eleven Equipment prior to the effective date of termination stated in the notice, then you will be deemed to be a tenant at sufferance and a trespasser, you agree to immediately vacate and surrender the Store and the 7-Eleven Equipment, and you will not be entitled to any notice to quit or vacate.

9. **Term**. Unless sooner terminated as provided in Paragraph 26, the Term of this Agreement will end on the Expiration Date.

10. **7-Eleven Charge**.

(a) 7-Eleven Charge. You agree to pay us the 7-Eleven Charge for the License, the Lease and our continuing services. The 7-Eleven Charge is due and payable each Collection Period with respect to the Receipts from that Collection Period at the time the deposit of those Receipts is due. We may reconcile the 7-Eleven Charge account reflected in the Financial Summaries on a monthly or other periodic basis. At the reconciliation, we may make appropriate adjustments for changes in hours of operation or other items necessitating an adjustment to the total 7-Eleven Charge for the Accounting Period or any portion thereof. You may not withhold Receipts or prevent payment of the 7-Eleven Charge to us on the grounds of the alleged non-performance or breach of any of our obligations to provide services to you or any other obligations to you under this Agreement or any related agreement.

(b) Adjustment to 7-Eleven Charge for Failure to Meet Recommended Vendor Purchase Requirement. If at any time during the Term of this Agreement we determine based upon data available to us ("Determination Date") that your total Purchases of all products, and, separately, total purchases of cigarettes, do not meet the Recommended Vendor Purchase Requirement for any consecutive three (3) full Accounting Periods, you agree that we may unilaterally amend this Agreement to increase the percentage used to calculate your 7-Eleven Charge by two (2) percentage points for the Accounting Period next following the Determination Date, regardless of whether you meet the Recommended Vendor Purchase Requirement for such Accounting Period. For example, if 50% was used to calculate your 7-Eleven Charge before the increase, 52% will be used to calculate your 7-Eleven Charge after the increase. After the Accounting Period in which the increased percentage is applied, the percentage previously used to calculate the 7-Eleven Charge may be reinstated; provided, however, that such percentage may be increased again pursuant to this Paragraph 10(b) if you fail to meet the Recommended Vendor Purchase Requirement for any other consecutive three (3) full Accounting Periods during the Term.

(c) Adjustment to 7-Eleven Charge upon Declaration of Invalidity of Certain Provisions. If any part of

Paragraphs 15, 16 and/or 22 is declared invalid by a court of competent jurisdiction and we do not terminate this Agreement under Paragraphs 31(e) and 26(a)(12), then you agree that we may unilaterally amend this Agreement to increase the percentage used to calculate your 7-Eleven Charge by two (2) percentage points for the remainder of the Term of this Agreement. If we elect to terminate this Agreement under Paragraphs 31(e) and 26(a)(12), we will offer you a different 7-Eleven franchise agreement, which you do not have to accept, with a term equal to the term then-remaining under this Agreement, the terms of which will take into account the current economic situation, the effect of the court's final decision, and such other factors as we deem appropriate.

If we adjust your 7-Eleven Charge pursuant to Paragraph 10(b) or 10(c) above, then you will continue to pay the Advertising Fee pursuant to Paragraph 22(a) during the period of the adjustment. If we adjust your 7-Eleven Charge pursuant to Paragraph 10 (c) above, then you will continue to pay the Advertising Fee if allowed by the Court's decision.

**11. Your Withdrawals.** Provided that you are not in breach of this Agreement, you may withdraw from the Open Account an amount up to your Available Withdrawal Amount. We may set forth in the 7-Eleven Operations Manual processes for how withdrawals will be processed.

**12. Bookkeeping and Financial Matters.**

(a) Bookkeeping; Inspection of Records. We have the right to maintain Bookkeeping Records with respect to your operation of the Store as part of our records. You may perform or obtain any additional bookkeeping you wish. Either party may inspect records of the operation of the Store prepared or obtained by the other party where the records are maintained during normal business hours.

(b) Deposits; Cash Payments for Daily Purchases/Operating Expenses; Payment Methods.

(1) You agree to:

(i) properly prepare and date the Cash Report and submit it daily or at other times we specify;

(ii) deposit all Receipts into Store safes or other currency control devices as designated by us before depositing such Receipts in the Bank or an approved night depository;

(iii) deposit the Receipts for each Collection Period within twenty-four (24) hours after the end of the Collection Period in the Bank or approved night depository, except for cash you spend from that day's Receipts for Purchases or Operating Expenses paid on that day, provided that you properly report, and provide us with invoices related to, such cash expenditures for Purchases and/or Operating Expenses; and

(iv) deliver to us, at the times we specify, written verification by the Bank of the deposit (this verification must be dated as of the next day the bank is open for business immediately following the end of the Collection Period).

(2) If we request, you agree to deliver the Receipts (except for authorized and documented cash expenditures for Purchases and Operating Expenses) to us rather than depositing the Receipts in the Bank. We have the right at any time to require that you cease paying for Purchases and/or Operating Expenses with cash out of the Receipts or limit those Purchases and/or Operating Expenses that you are permitted to make with cash out of the Receipts.

(3) You understand and agree that we may withdraw or use for our benefit any amounts you deposit in the Bank or deliver to us at any time, without paying any interest or other compensation to you. You agree that we have the right to apply Receipts first to the payment of the 7-Eleven Charge and then to amounts that we pay on your behalf. We

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will pay interest on credit balances in the Open Account as specified by Paragraph 13(c).

(4) You agree to accept payment for all goods and services at the Store by use of cash, checks, food stamps, specified credit cards, charge cards, fleet cards, debit cards, pre-paid cards, coupons, designated 7-Eleven customer loyalty program rewards, mobile or electronic payment, or any other payment methods used by customers that we may require from time to time.

(c) Reports and Other Bookkeeping Information.

(1) You agree to prepare and furnish to us, on forms, at times (including at each courier pick-up), and in the manner (including submission in an electronic format) that we require:

- (i) daily summaries of Purchases;
- (ii) daily reports of Receipts;
- (iii) all information we request regarding the vendors from which you make purchases;
- (iv) actual sales data; and
- (v) all additional reports that we may reasonably require from time to time.

(2) We may require you to prepare or furnish any required reports using in-store computers, cash register equipment or other types of equipment in the Store.

(3) You agree to deliver or furnish to us, with the frequency and at the times we require, copies of bank drafts, vendor and other receipts, invoices for Purchases, and receipts and bills for Operating Expenses. You also agree to keep us currently advised electronically or in writing, as we specify, of all your actual retail selling prices (which you alone will set) and of all discounts, allowances, and/or premiums you receive. In addition, you agree to use electronic equipment we provide to order, check-in and scan all products that are capable of being handled in those ways. You further agree to keep (for such time period that we specify from time to time, such time period not to exceed seven (7) years) and make available to us any records, electronic documents, or other documents relating to the operation of the Store that we request you to retain and/or make available. You acknowledge that we are relying on the accuracy of all information you provide relating to the operation of the Store. You agree that all information that you provide will be truthful, accurate, complete, and in compliance with all applicable laws and with all policies or requirements we implement from time to time, provided that any changes in policies or requirements will not change the fundamental requirements of Paragraph 12(c)(1). A further description of bookkeeping practices to be used at the Store and our bookkeeping dispute resolution procedures are included in the 7-Eleven Operations Manual; however, such bookkeeping dispute resolution procedures do not supersede the dispute resolution provisions contained in Paragraphs 29 and 30, and we are not required to comply with such bookkeeping dispute resolution procedures as a condition to the exercise of our rights under Paragraphs 29 and 30. We may require you to: (i) certify annually that you are (a) verifying the eligibility of your employees to work in the United States, including, but not limited to, obtaining valid Form I-9 documentation for all employees and completing electronic verification of all your current and prospective employees through one or more state or federal on-line systems we may designate that verify the eligibility of such employees to work in the United States, and (b) in compliance with all applicable laws relating in any way to the operation of the Store, including, without limitation, all wage and hour and immigration laws; (ii) make available to us any records, electronic documents, or other documents relating to the operation of the Store that we request in support of such certification; and (iii) engage independent auditors at your expense that we designate or approve to confirm the accuracy of such certification.

(d) Electronic Invoices. If we have an arrangement with any of your vendors to pay for Purchases through

Electronic Invoices, you agree not to pay, or request that we pay, such vendors in any manner other than through Electronic Invoices in accordance with our requirements related to Electronic Invoice payments.

(e) Financial Summaries and Assistance That We Provide You. If you are not in Material Breach of this Agreement, we may: (1) provide you with Financial Summaries; (2) enable payment, on your behalf and in accordance with the vendors' payment terms, after you approve and submit them to us, bank drafts and invoices for Purchases (as verified by the vendor statements or the appropriate vendor), and bills for Operating Expenses; provided, however, that we have the right to immediately pay all Electronic Invoices upon receipt and without your prior approval, subject to your right to dispute the accuracy of such Electronic Invoices with the vendor after payment; and (3) assist you in preparing and filing your business tax reports and returns (except your income tax, related personal tax returns, and governmental census reports) to the extent the information is available from the Bookkeeping Records. You authorize us to collect discounts and allowances that were not already deducted from invoices, and to charge you for the market value of any premiums you receive based upon Purchases. You acknowledge that we may prepare Interim Financial Summaries at any time.

(f) 7-Eleven Store Information System. You agree to use the 7-Eleven Store Information System in connection with your operation of the Store in accordance with our requirements. You agree that we own all information and data compiled by or stored in the 7-Eleven Store Information System, and that we will have electronic access to, and the right to use in any manner we elect (including selling and retaining all proceeds from such sales) the information compiled and managed by or stored in the 7-Eleven Store Information System or any other store information systems used at or by the Store at the times and in the manner that we specify. You may not in any way use or disclose all or any part of the information or data compiled by or stored in the 7-Eleven Store Information System, except in connection with your operation of the Store and as needed to effectively work with your Store suppliers. You may not sell all or any part of the information or data compiled by or stored in the 7-Eleven Store Information System to any individual or entity.

### **13. Open Account; Financing; and Minimum Net Worth.**

(a) Open Account. As part of the Bookkeeping Records, we agree to establish and maintain an Open Account for you. You agree to pay us any unpaid balance in the Open Account upon expiration or termination of the Agreement or earlier as provided in Paragraph 13(b). We will debit all Purchases, Operating Expenses, withdrawals you make and amounts you owe us which relate directly or indirectly to the operation of the Store to the Open Account for the Accounting Period in which we receive invoices, reports or other information with respect to such Purchases, Operating Expenses and amounts you owe us, regardless of when we pay such amounts for you. We will debit the difference between the Down Payment and the unpaid balance on your initial investment to the Open Account. We will credit all Receipts to the Open Account for the Accounting Period in which the Cash Report relating to those Receipts is dated, provided that you properly deposit those Receipts in the Bank, deliver them to us, or otherwise properly account for them as provided in this Agreement. We may also credit any other amounts we owe you to the Open Account. We will compute the balance in the Open Account in the manner we consider appropriate on a monthly basis or at any time during an Accounting Period that we consider it necessary. We will show the Open Account balance in the Financial Summaries or Interim Financial Summaries that we prepare for each Accounting Period (or any portion thereof).

(b) Financing. We agree to finance any unpaid balance in the Open Account as a loan to you, provided that (1) you are not in Material Breach of this Agreement; (2) you have granted us, and we continue to have, a first lien on the Collateral; and (3) you have executed a Security Agreement and financing statements (including any renewal or continuation financing statements that we require). If at any time there has been a Material Breach by you or we believe that any of the conditions set forth above are not met or if we reasonably believe that our security interest is threatened, we may discontinue the financing described above. If we do so, you agree to immediately pay us the unpaid balance in the Open Account.

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(c) Interest. If we provide financing on the unpaid balance in the Open Account as described above, then the amount of the unpaid balance in the Open Account at the beginning of each Accounting Period will bear interest for the number of days in the then-current Accounting Period at the rate specified in Exhibit D. If there is a credit balance in the Open Account at the beginning of any Accounting Period, then the amount of the credit balance will bear interest for the number of days in the then-current Accounting Period at the rate specified in Exhibit D. We will credit or debit, as applicable, to the Open Account an amount equal to the accrued interest. However, at our sole option, we may limit the credit balance amount in the Open Account upon which we will pay interest to you upon notice to you. Any such notice will be effective three (3) days after we send such notice to you, and such notice will advise you of your right to withdraw the full current credit balance in the Open Account. We will pay you interest as determined under this Paragraph 13(c) on the current credit balance until the notice is effective.

(d) Minimum Net Worth.

(1) You agree to maintain at all times a Minimum Net Worth of at least ten thousand dollars (\$10,000).

(2) If you operate more than one (1) franchised 7-Eleven Store and your franchise agreement(s) covering such stores so provide(s), then the Minimum Net Worth requirement of your second and subsequent franchised 7-Eleven Stores is five thousand dollars (\$5,000). You further agree that we may transfer Net Worth in excess of the Minimum Net Worth in one (1) of your 7-Eleven Stores to another of your 7-Eleven Stores which has a Net Worth below the Minimum Net Worth, or directly to us if the other Store's Franchise Agreement is terminated or expires and there was an unpaid balance in the Open Account at the time of termination or expiration.

**14. Audit Rights.** We have the right, at our option, to enter the Store and conduct Audits and other inspections: (1) during hours that the Store is required to be open upon seventy-two (72) hours' notice or (2) at any time and without notice (a) after we learn of a Robbery, Burglary, theft, mysterious disappearance of Inventory, Receipts and/or all or any portion of the Cash Register Fund, or casualty; (b) if you fail to properly account for Receipts or report Purchases and/or Operating Expenses within the time periods provided for in this Agreement; (c) if Net Worth is less than the Minimum Net Worth required under Paragraph 13(d); or (d) if the last Audit we conducted reflects an Inventory Overage or Inventory Shortage of more than one percent (1%) of the Retail Book Inventory. You and we acknowledge that accurate Audits may be made while the Store is open for business, and you agree to cooperate with us and our representatives in conducting the Audit. You agree that, if you operate more than one (1) franchised 7-Eleven Store, and we are properly conducting an Audit at one (1) of your Stores, then we have the right to simultaneously conduct Audits of all of your 7-Eleven Stores, regardless of whether the conditions for Auditing your other 7-Eleven Stores have been met. Both parties shall receive copies of the report on each Audit. Audits shall be binding twenty-four (24) hours after receipt of such report unless either party gives notice that such party believes the Audit to be incorrect. If such notice is given, either party may cause a re-Audit to be performed within a reasonable period of time. If any such re-Audit conducted for you becomes binding and results in an adjustment in any Inventory Shortage or Inventory Overage reflected by the last Audit of more than 2% of the Retail Book Inventory, we agree to bear the reasonable cost of such re-Audit. In all other cases, you shall bear the full cost of any re-Audit. Notwithstanding anything to the contrary contained in this Agreement, we have the right to reverse any Inventory Overage that would be reflected on the Bookkeeping Records for the Store.

**15. Merchandising and Inventory; Recommended Vendors.**

(a) Initial Inventory. On or before the Effective Date, we agree to: (a) procure the initial Inventory which you will purchase for its Cost Value, except in the case of consigned merchandise; (b) debit your Open Account for any prepaid Operating Expenses; and (c) provide other services we deem reasonably necessary to prepare the Store to open for business.

(b) Ongoing Inventory and Categories. After the Effective Date, you agree to at all times during the Term of this Agreement carry at the Store all Categories of Inventory that we specify. You may delete any Category if such Category does not meet sales goals that we establish, provided that you obtain our prior written consent, which consent will not be unreasonably withheld. You agree to carry, use and offer for sale at the Store only the Inventory and other products that are consistent with the type, quantity, quality, and variety associated with the 7-Eleven Image and as we specify in the Agreement. You agree to comply with all of our standards and specifications for all Inventory, including Proprietary Products and other products and services carried, used or offered for sale at the Store.

(c) Proprietary Products. You agree that we have developed and may develop for use in the 7-Eleven System certain Proprietary Products all of which are proprietary to us and which constitute our Trade Secrets. You acknowledge the importance of the Proprietary Products to the 7-Eleven System, and agree to maintain in the Store at all times a Reasonable and Representative Quantity of all Proprietary Products listed in Exhibit G or otherwise in writing. We may change the Proprietary Products that you are required to offer from time to time upon reasonable notice (delivered in electronic or other form) to you by providing you with written notice of the change in the Proprietary Products that you are required to offer. Effective beginning thirty (30) days after we notify you of the change, you agree to carry and offer for sale the new or modified Proprietary Products.

(d) Product Packaging and Display. If we require that a product (including a Proprietary Product) be sold in a standardized container or special packaging (including a container or package that bears the Service Mark), or be sold using certain display cases, equipment, or other related components (including bags and napkins), you may use only the standardized containers, packaging, display cases, equipment and other components that conform to the type, style and quality we specify and that bear any distinctive identification we may designate. You agree to properly account for these items as required by this Agreement and to carry all components designated by us as necessary for displaying and selling any Proprietary Product. You may use containers, packaging, display cases, equipment and related components designated for use in connection with designated Proprietary Products only in connection with the offer, sale or promotion of designated Proprietary Products, unless you obtain our prior written permission.

(e) Nationally/Regionally Promoted Products and Exclusive Products. You agree to carry at the Store a Reasonable and Representative Quantity of all designated (i) nationally or regionally advertised or promoted products that are supported by electronic or published media and (ii) products that are exclusive to 7-Eleven in the convenience store channel. You agree to carry the products specified in (i) and (ii) above during the entire duration of the national or regional advertising or promotional campaign or period of exclusivity, as applicable. Notwithstanding the foregoing, you may discontinue carrying any nationally or regionally advertised or exclusive products if such products do not meet sales goals that we establish and you follow the process we establish for determining whether the items meet such goals. The method for determining sales goals and the process for deletion for such products will be included in the 7-Eleven Operations Manual. This Paragraph 15(e) shall not apply to Proprietary Products.

(f) Suggested Retail Selling Prices. We may suggest retail selling prices for Inventory items and services that you offer at your Store. You have no obligation to sell Inventory items and services at our suggested retail selling prices, but you agree to accurately and timely report to us your actual retail selling prices as required by this Agreement.

(g) Vendor Requirements.

(1) You agree to purchase your Inventory and other products and services only from Bona Fide Suppliers. Except for shares in publicly-traded companies, you agree not to have or maintain any ownership or voting interest in any vendor from which your Store purchases Inventory, unless we otherwise consent in writing.

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(2) You agree to at all times during the Term purchase at least eighty-five percent (85%) of your total Purchases and, separately, eighty-five percent (85%) of your cigarette purchases, both computed monthly at cost, from Recommended Vendors in compliance with the Recommended Vendor Purchase Requirement, which is further defined in Exhibit E.

(3) You acknowledge the value, importance, and benefits to the 7-Eleven System of a uniform method and close control of production, distribution, and/or delivery of Proprietary Products. You agree to purchase all of your requirements for such Proprietary Products solely from or through a source (including manufacturers, wholesalers, and distributors) we designate or from us. You agree not to offer or sell at the Store any products which directly compete with the Proprietary Products we designate as exclusive, unless you obtain our prior written consent.

(h) Recommended Vendor Procedure. If you want a Bona Fide Supplier who is not currently a Recommended Vendor to become a Recommended Vendor, you or the Bona Fide Supplier must submit to us a written request for approval and comply with the Recommended Vendor procedure set forth in this Paragraph 15(h). Upon our receipt of your request to have a Bona Fide Supplier become a Recommended Vendor, we agree to review the qualifications of the Bona Fide Supplier, after submission of all necessary data and adequate cooperation, to determine whether the Bona Fide Supplier meets our reasonable business and related requirements for a Recommended Vendor. We reserve the right to determine, in our sole discretion, whether a Bona Fide Supplier meets the necessary requirements to become a Recommended Vendor. The process for Recommended Vendor approval and the general requirements a Bona Fide Supplier must meet to become a Recommended Vendor are set out on the 7-Eleven Intranet. We reserve the right to revoke our approval of a Bona Fide Supplier as a Recommended Vendor if the Bona Fide Supplier fails to continue to meet any of our then-current criteria. We are not required to approve any particular Bona Fide Supplier as a Recommended Vendor. We will provide you with at least fifteen (15) days' notice of any new Recommended Vendors.

(i) Designated Service Vendors. We may require you to use only designated vendors that provide equipment as an integral part of certain services that are offered at your 7-Eleven Store, including pay telephone services, automated teller machines (ATMs), and other financial and/or electronic services. You agree to comply with our reporting requirements with respect to such services and revenue derived from the sale of such services, as those requirements may be modified from time to time.

(j) Our Vendor Negotiating Practices and Treatment of Discounts and Allowances.

(1) In negotiating our contracts with Recommended Vendors and manufacturers (in either case "Vendor") for products and services sold in 7-Eleven Stores, we will take the following steps.

(i) We agree to make a commercially reasonable effort to obtain the lowest cost for products and services available from such Vendor to 7-Eleven Stores on a Market Basket Basis by identifying all available discounts, allowances and other opportunities for price adjustments. We make no guarantee, warranty, or promise that we will obtain the best pricing or most advantageous terms on behalf of 7-Eleven Stores. We also do not guarantee the performance of suppliers and distributors to 7-Eleven Stores, and are not responsible or liable if the products or services provided by a supplier or distributor fail to conform to or perform in compliance with our contractual terms with the supplier or distributor.

(ii) We will then determine whether or not to accept any discounts, allowances and other opportunities for available price adjustment by:

- ┆ evaluating the limitations, restrictions and conditions placed on the adjustment by the Vendor, and

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- └ taking into consideration whether the nature and requirements of a particular Vendor's offer is consistent with our business concept and strategies.

If we decide to accept an allowance, we will ask the Vendor to lower the cost for products and services available from such Vendor to 7-Eleven Stores in lieu of providing the allowance. If the Vendor advises us that it will not lower the cost of its products and services and we decide to accept the allowance, we will do so according Paragraph 15(j) (1) (iii) through (vi).

(iii) If cooperative advertising allowances are available from the Vendor and the Vendor advises us that it will not lower the cost of its products and services to 7-Eleven Stores in lieu of providing such cooperative advertising allowances, then we will accept and use such cooperative advertising allowances as designated by the Vendor.

(iv) If there are any other allowances available from the Vendor and the Vendor advises us that it will not lower the cost of its products and services to 7-Eleven Stores in lieu of providing such allowances, then we will request that the Vendor provide such allowances as cooperative advertising to be used as designated by the Vendor.

(v) If the Vendor advises us that it will not provide such other allowances as cooperative advertising, then we will accept and use such allowances as designated by the Vendor.

(vi) We will request from the Vendor written confirmation that the Vendor will not lower the cost of its products and services to 7-Eleven Stores in lieu of providing any available allowances.

(vii) We will use commercially reasonable efforts to include in all of our contracts with Recommended Vendors provisions for minimum standards for in-stock rates, assortment, delivery time windows, quality standards, customer assistance and other standards designed to assist the Store, as well as incentives for the Recommended Vendor for meeting the standards and penalties for failure to comply with such standards.

(2) Anything in this Paragraph 15(j) or Exhibit J to the contrary notwithstanding, we will treat all discounts and allowances in the manner provided for in the definition of Cost of Goods Sold set forth in Exhibit E.

(k) Review of Vendor Negotiating Practices and Treatment of Discounts and Allowances. We agree to pay the reasonable costs, up to a total of \$75,000 per calendar year, incurred by the Franchisee Selection Committee (defined in Exhibit J) in relation to the retention of an independent third party ("Third Party Reviewer") as provided in Exhibit J and for the conduct of the review contemplated by Exhibit J, each in accordance with the procedures set forth in Exhibit J. You agree that (i) the dispute resolution procedures set forth in Exhibit J are the exclusive procedures for resolving any disputes relating to or arising from our undertaking under Paragraph 15(j)(1) and (2); (ii) the review process contemplated by this Paragraph 15(k) shall be the sole remedy for any breach or alleged breach of Paragraphs 15(j) and (k); and (iii) in no event will you be entitled to recover monetary damages or equitable relief for our failure to meet our obligations under Paragraph 15(j)(1) or under the definition of System Transaction Amounts in Exhibit E and the damages that you may be entitled to based upon our failure to meet our obligations under Paragraph 15(j)(2) are limited, all as provided in Exhibit J.

**16. 7-Eleven Foodservice Standards.**

(a) Compliance with 7-Eleven Foodservice Standards. You agree to operate the Store, including the Foodservice Facility, at all times in compliance with the 7-Eleven Foodservice Standards and in compliance with all applicable laws, regulations and codes, including the U.S. Food & Drug Administration Model Food Code.

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(b) 7-Eleven Foodservice Standards Related to Fresh Foods. Without limiting the generality of Paragraph 16(a), you agree to comply with all of our merchandising and shelf life requirements with respect to Fresh Foods and to purchase Fresh Foods only from Recommended Vendors.

(c) Foodservice Certification Standards. Where required by applicable laws or regulations, you agree to cause all Store employees to be certified as qualified to work in the Foodservice Facility before they begin work there and prominently display the certificates evidencing each employee's certification.

(d) Quality Inspections. We will have the right to enter the Store premises at any time during the times in which the Store is required to be open for the purpose of conducting inspections to determine whether the Store is in compliance with 7-Eleven Foodservice Standards and the 7-Eleven Image. You agree to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request. You also agree to permit us to remove a reasonable number of samples of food or non-food items from the Store, without payment, subject to your ability to properly write off any such products, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet the 7-Eleven Foodservice Standards.

(e) Failure to Comply with 7-Eleven Foodservice Standards. If you do not comply with the 7-Eleven Foodservice Standards, including quality standards or other reasonable operating standards that we establish from time to time, and you fail to cure your breach after being given a reasonable opportunity to do so, then, in addition to whatever rights we may have under Paragraph 26, we may perform (or have performed) any action necessary to remedy the breach. If we do so, we may debit your Open Account for the cost of curing the breach. If you receive three (3) notices that you have failed to comply with the 7-Eleven Foodservice Standards within any five (5) year period, then, in addition to whatever rights we may have under Paragraph 26, we may remove the entire Foodservice Facility or portions of the Foodservice Facility, as we consider appropriate, from the Store and debit your Open Account for the cost of this removal and of restoring the Store to its previous condition. If we determine, in our sole discretion, that your failure to comply with any of the 7-Eleven Foodservice Standards presents a threat to the health or safety of any person, or violates any federal, state, or local health regulation (including the U.S. Food & Drug Administration Model Food Code), then we may require you to immediately stop serving any or all items from the Foodservice Facility. In that event you will not be permitted to resume offering or selling such items until you have cured the breach to our sole satisfaction.

**17. Loyalty Programs, Delivery and Digital Technology.**

(a) You agree to participate in any 7-Eleven customer loyalty program which we designate from time to time in the 7-Eleven Operations Manual, including customer redemptions of qualifying merchandise. In general terms, by way of examples only, a 7-Eleven customer loyalty program may allow customers to earn points for each qualifying Store purchase, which points may then be redeemed at the Store or other 7-Eleven Stores for future 7-Eleven purchases, or may allow customers to earn a free qualifying item following a specified number of purchases of qualifying items (such as a free proprietary beverage following the prior purchase of a certain number of qualifying items). The details of any current or future 7-Eleven customer loyalty program will be described in the 7-Eleven Operations Manual and updated from time to time.

(b) We may require you to arrange for Adequate Delivery Service (as defined below) to a designated delivery area that we may determine and modify in our sole discretion, in strict compliance with all standards governing such activity as may be set forth in the 7-Eleven Operations Manual. You may only provide delivery services to customers situated within your delivery area. You acknowledge and agree that your delivery area is non-exclusive and that we and other franchisees may deliver within your delivery area. "Adequate Delivery Service" means delivery service in accordance with our then-current standards for delivery (as may be set forth in the 7-Eleven Operations Manual), including

standards governing online, smartphone or other now or hereafter developed modes enabling customers to place orders for delivery.

Adequate Delivery Service does not require you today to engage personnel and vehicles to effect delivery but, instead, requires you to utilize third party providers of delivery service to accomplish delivery on behalf of your 7-Eleven Store. Although not currently contemplated, 7-Eleven reserves the right to substitute for today's protocol a future requirement that you furnish delivery services directly and engage such personnel, and obtain such vehicles, as in the future may be specified in the 7-Eleven Operations Manual.

(c) You understand and agree that the 7-Eleven System may feature digital, e-commerce, m-commerce, delivery and other ordering capabilities, platforms, "apps" and other now or hereafter developed infrastructure, tools, systems and analytics, and that these capabilities may constantly evolve and may require continued focus, investment and innovation, all of which may trigger your need to comply with all current and any hereafter developed hardware and software maintenance and utilization requirements we impose, as provided hereafter. Among other things, such technology may facilitate customers placing orders for pickup at your 7-Eleven Store; delivery from your 7-Eleven Store; and, participation in any now or hereafter developed 7-Eleven customer loyalty program.

You agree to utilize, maintain, retire and allow replacement of the technology serving your 7-Eleven Store as and when we require in the 7-Eleven Operations Manual or otherwise in writing. This technology may include computer hardware, software, wired and/or wireless internet connections and service, required dedicated telephone and, whenever possible, power lines, "smartphone" automated customer purchase and tracking facilities, and other computer-related accessories, peripherals and equipment that we specify in the 7-Eleven Operations Manual. You also agree to maintain at all times a functioning e-mail address for your business and such wi-fi service for your customers as we designate in the 7-Eleven Operations Manual.

You understand and agree that modes of computerization and communication may rapidly evolve and that, accordingly, we may require you at your expense to maintain and utilize at your Store such hereafter developed or modified modes of computerization, hardware, software, equipment, accessories, facilities, capabilities, communication, media and/or interfaces as we, in our business judgment, determine to incorporate into the 7-Eleven System. You shall do so at such time and in such manner as we designate in the 7-Eleven Operations Manual or other written notices. In connection with the foregoing, you may be required to enter into related license and support agreements requiring you to pay for standard support and maintenance fees.

(d) You acknowledge and agree that upon notice to you, and in addition to any other remedies we may have under this Agreement, we may disable or restrict your participation in any and all delivery, customer loyalty, digital, e-commerce, m-commerce, and other similar programs set forth in this Paragraph 17 and in the 7-Eleven Operations Manual if you fail to meet brand standards applicable to any of these programs or your operation of the Store.

#### **18. Your Indemnification and Insurance Obligations.**

(a) We agree to be responsible for all fire and casualty loss or damage to the Store building (specified in Exhibit A) and 7-Eleven Equipment (specified in Exhibit B) unless caused by your intentional acts or the intentional acts of your agents or employees.

(b) You agree to be responsible for and indemnify us, our Affiliates, and our and their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the "7-Eleven Indemnified Parties") from

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all losses arising out of or relating to your Store and its operation, except those losses that arise directly and exclusively from our failure to reasonably perform our maintenance responsibilities as set forth in Paragraph 20(d). This indemnification will survive the expiration, termination, or transfer of this Agreement or any interest in this Agreement. You agree to defend (at your expense) the 7-Eleven Indemnified Parties from and against any and all proceedings directly or indirectly arising out of our relating to your Store and its operation. Any 7-Eleven Indemnified Party may, at your expense, defend (which shall include selection of counsel) and control the defense of any proceeding described in this subsection and agree to settlements and take other remedial, corrective or other actions, provided that the 7-Eleven Indemnified Party will seek your advice and counsel, and keep you informed, with regard to any proposed or contemplated settlement.

(c) You will obtain before you begin operating the Store, and maintain during the term of this Agreement, at your expense, occurrence based insurance policies protecting you and the 7-Eleven Indemnified Parties against any demand or claim for bodily injury, personal injury, death, or property damage, or any other loss, liability, or expense whatsoever arising or occurring upon or in connection with the development or operation of the Store. Such policies shall be in form and written by a responsible carrier satisfactory to us (e.g., having an AM Best Rating of at least A- with a financial size category of at least X or its equivalent by a recognized insurance rating service) who is duly licensed by the appropriate governmental authorities and shall include, at a minimum, the following:

(1) commercial general liability insurance, written on an occurrence basis, including broad form contractual liability covering your indemnity obligations in this Agreement, broad form property damage, bodily injury, personal injury, advertising injury, products/completed operations, products liability, independent contractor coverage, liquor liability (if applicable) and fire damage legal liability coverage in the amount of at least One Million Dollars (US\$1,000,000) per occurrence combined single limit for bodily injury, personal injury, and property damage, and at least Two Million Dollars (US\$2,000,000) annual aggregate for bodily injury, personal injury, and property damage. If you operate more than one Store under a 7-Eleven Franchise Agreement, this required annual aggregate amount will increase by at least One Million Dollars (US\$1,000,000) for each additional such Store that you operate;

(2) auto liability insurance covering any type of vehicle, whether owned or leased, in a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage;

(3) special form property insurance written on ISO CP 10 30 - Commercial Property Policy -"Special Form" Causes of Loss (formerly known as All-Risk) form, or its equivalent, and at a minimum such policy shall insure against destruction or damage by fire and other perils covered under such an ISO policy, and such other hazards or risks which a prudent business person would insure against. The policy(ies) required under this Agreement shall provide up to full replacement cost coverage for Inventory and Store Supplies, and shall not exclude flood coverage if the Store is located in a Flood Zone A or V, and shall not exclude earthquake coverage. Except with our prior written consent, which shall not be unreasonably withheld, the policy shall not have a deductible amount in excess of Twenty-Five Thousand Dollars (\$25,000) for any one occurrence;

(4) workers' compensation insurance, or its equivalent, in amounts prescribed by the state in which the Store is located, including Employers' Liability, and such other insurance as may be required by the state or localities in which the Store is located; provided, that if such states or localities in which the Store is located does not require Workers' Compensation insurance, or if such insurance is required but coverage limits are not specified, then you will obtain such insurance coverage and coverage amounts that we reasonably require, but not less than the following for Employers' Liability: Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease - policy limit and Five Hundred Thousand Dollars (\$500,000) disease - each employee;

(5) comprehensive crime/money and securities insurance with a limit per loss of not less than Ten Thousand Dollars (\$10,000) for on premises losses and Ten Thousand Dollars (\$10,000) for off premises losses, and covering all loss, damage or destruction of money and securities while same is in the care, custody and control of you or your employees, agents or contractors or as may otherwise be your responsibility under this Agreement.

You agree that we may periodically add to, modify, substitute or delete the types and amounts of insurance coverage which you are required to maintain under this Agreement, and all features and elements thereof, by written notice to you (through modifications to the 7-Eleven Operations Manual or otherwise). Within thirty (30) days of delivery or attempted delivery of this written notice to you, you agree to purchase insurance conforming to any such newly established standards and limits.

(d) Deductibles; Waiver of Subrogation. You may, with our prior written consent, have reasonable deductibles for the insurance policies and coverages required under this Paragraph. All required insurance policies shall also include a waiver of subrogation in favor of the 7-Eleven Indemnified Parties.

(e) No Limitation/Independent Obligations. Your obligation to obtain and maintain the insurance described in this Paragraph shall not be limited in any way because of any insurance we maintain, nor shall your performance of that obligation relieve you of your independent obligations and liability under the indemnity provisions of this Agreement.

(f) Additional Insured/Loss Payee. We shall be named as an additional insured on all liability insurance policies and we shall be named as a loss payee in connection with our interest in fees under business income insurance policies and our interest, if any, in real and/or personal property under any comprehensive crime/money and securities policies. All insurance policies will contain a provision that we, although named as an additional insured and/or loss payee, shall nevertheless be entitled to recover under said policies on any loss we incur due to your negligence. All of your policies shall be written so as to provide insurance that is primary and non-contributory with respect to the coverages afforded to us and each of the 7-Eleven Indemnified Parties. Any insurance policy maintained by the 7-Eleven Indemnified Parties shall be solely for the benefit of the 7-Eleven Indemnified Parties and considered to be in excess of any policy carried or maintained by you.

(g) Proof of Insurance. At least thirty (30) days before you begin operating the Store, and at least thirty (30) days before any policy expires, you must give us Certificates of Insurance evidencing the coverage required by this Agreement. The Certificates, except for Workers' Compensation or its equivalent, shall name us as either additional insured or loss payee as applicable, and shall state that our interest will not be affected by your breach of any policy provisions. Additionally, all Certificates shall state that we will receive at least thirty (30) days' prior written notice before any material alteration to or cancellation of the coverages occurs. You shall provide us with copies of all insurance policies you obtain in connection with the requirements of this paragraph at any time we request, and you shall make any changes we request to such policies if we determine the policies do not meet the requirements of this paragraph.

(h) Failure to Obtain Insurance. If you fail to procure or maintain the insurance required by this Agreement, we may, but do not have to, immediately procure such insurance and charge you the costs for the insurance. You must immediately pay us these costs, together with a reasonable fee for our expenses in procuring such insurance. These remedies shall be in addition to any other remedies we may have.

(i) Amount and Adequacy of Insurance. By requiring the amounts of insurance coverages and limits described in this Paragraph, we are not representing that these amounts are consistent with local, state or federal laws, rules, regulations, permits, etc., that the amounts are sufficient to fully protect you for potential liability losses that may arise out of the operation of your store, or that the amounts are sufficient to adequately protect you from potential liability under this Agreement. The insurance requirements and or limits of coverage set forth in this Agreement shall in no way limit your liability arising under the Agreement or any other agreement or as a result of any related activities. You should consult with an attorney, insurance professional, or other professionals as you deem prudent or necessary to determine if the amounts

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and limits of insurance coverages required in this Paragraph are appropriate for your business and personal situations and whether you should obtain coverage in addition to the coverages we require.

**19. Your Additional Covenants.** In addition to your other covenants and obligations contained in this Agreement, you agree to:

- (a) maintain a high ethical standard in the conduct of the franchised business and in the operation of the Store;
- (b) devote your full time and best efforts to the business of the Store and to maximizing the Store's sales and Gross Profit;
- (c) supervise the Store's operations and make yourself available to meet with us, at our request, during reasonable business hours;
- (d) maintain the Store as a 24-Hour Operation, unless prohibited by law or we agree in writing to different operating hours;
- (e) provide us access to the Store, 7-Eleven Equipment, Inventory, Receipts, Cash Register Fund, cash register readings, banking and other equipment readings (including readings from lottery equipment), money order blanks, bank drafts, and Store supplies at any time and for any period of time during the times in which the Store is required to be open;
- (f) properly record all sales of Inventory at the time of sale at the retail prices you set and generally offer to customers of the Store;
- (g) promote the 7-Eleven System and use and display the Marks by requiring that all persons working in the Store wear only approved, branded apparel, maintained in neat and clean condition, while working in the Store;
- (h) at all times, comply with all laws, rules, regulations, and other legal and governmental requirements concerning or relating to the operation of the Store, including without limitation all labor, wage and hour, and employment laws (including obtaining valid Form I-9 documentation for all employees). In addition, you agree to verify the eligibility of your employees to work in United States by completing electronic verification of all your employees through one or more state or federal on-line systems we may designate that verify the eligibility of such employees to work in the United States;
- (i) comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws. In connection with such compliance, you certify, represent, and warrant that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by you, or your employees or any "blocking" of your assets under the Anti-Terrorism Laws will constitute grounds for immediate termination of this Agreement and any other agreement you have entered with us or one of our Affiliates, in accordance with the termination provisions of this Agreement;
- (j) refrain from representing to anyone, including the media, that you are our representative, and refrain from making any comment to anyone which purports to be a comment about us or the 7-Eleven System as one of our representatives. You agree at all times to clearly identify yourself as one of our franchisees in any public statements about

us or the 7-Eleven System;

(k) execute all license agreements or similar agreements with us or third parties required for the installation and/or use of computer hardware or software in connection with the operation of your Store;

(l) authorize us to obtain from third parties all information regarding the operation of your Store (for example, information from state lottery agencies and vendors) and execute all documentation required to effectuate such authorization; and

(m) promptly notify us when, in relation to your operation of the Store, you have (i) received a verbal or written notice of any type regarding a possible violation of any law, ordinance, rule or regulation; (ii) received a subpoena, notice of inspection, or any other law enforcement or governmental inquiry; or (iii) otherwise become aware that you or any aspect of your Store operations is the subject of law or governmental enforcement activity.

If you are an existing 7-Eleven franchisee, you hereby represent and certify that, with respect to all 7-Eleven convenience stores operated by you, your affiliates, owners or guarantors: (a) you are in compliance, and have been in compliance for the 12 months prior to your execution of this Agreement, with all laws, rules, regulations, and other legal and governmental requirements concerning or relating to labor, wage and hour, employment and immigration; and (b) you, intentionally or through your gross negligence, have not understated or inaccurately reported the sales, or otherwise misstated any reports or bookkeeping information you are required to report to us, at any of your franchised 7-Eleven stores for the 12 months prior to your execution of this Agreement.

## 20. Maintenance and Utilities.

(a) Your Maintenance Obligations. Except to the extent we may expressly assume any of the following responsibilities in writing, you agree to be responsible for all maintenance, repairs, replacements, janitorial services and expenses relating to the Store and 7-Eleven Equipment, including: (1) maintaining the Store, 7-Eleven Equipment, other property in the Store and landscaped areas in a clean, attractive, orderly, safe, and sanitary condition and in good repair and operating condition, reasonable wear and tear excepted (2) replacing light bulbs, ballasts, vault doors, glass, and door closers on the Store and 7-Eleven Equipment; and (3) cleaning the Store interior, the parking lot and walk areas, including snow and ice removal.

(b) Maintenance Contracts. We will arrange for the performance of your required maintenance of the 7-Eleven Equipment or any equipment in the Store that we deem appropriate by contractors that we select, which contractors may include us or our affiliates. You may be required to sign Maintenance Contracts covering some or all of such maintenance services. We will provide you with a list of the equipment that is being covered by such maintenance services. We will pay for such maintenance on your behalf, and charge such costs to your Open Account at the end of each Accounting Period in the amount stated in Exhibit D. Any services performed on your behalf will not include any maintenance services on the HVAC Equipment. Upon written notice to you, we may cease arranging for the performance of your required maintenance of the 7-Eleven Equipment or any equipment in the Store on your behalf and charging such costs to your Open Account, in which case you agree to select, and pay for, contractors we approve to perform your required maintenance. You agree to arrange for the maintenance of any other equipment in the Store not covered by such maintenance services. Any Maintenance Contracts you sign for landscaped areas outside the Store or any other services related to the Store must be with reputable, financially responsible firms.

(c) Your Failure to Maintain the Store. If the Store, 7-Eleven Equipment or landscape is not maintained as

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required above and the condition continues for seventy-two (72) or more hours after we provide notice to you, or if the condition exists upon expiration or termination of this Agreement, then we will have the right to cause the maintenance to be performed at your expense and/or to obtain Maintenance Contracts for the Store and 7-Eleven Equipment and charge you for the maintenance.

(d) Maintenance Performed By or Through Us. When we consider it necessary during the Term of this Agreement, we agree to: (1) repaint and repair the interior and exterior of the Store; (2) replace 7-Eleven Equipment, including cash registers and point-of-sale computers; (3) replace plate glass in front windows and front doors; (4) repair the floor covering, exterior walls, roof, foundation, and parking lot; (5) maintain the structural soundness of the Store; and (6) maintain the HVAC Equipment. You hereby consent to the foregoing. We may charge you for any of the repairs or replacements contemplated by this Paragraph 20(d), if, in our reasonable opinion, your abuse or neglect makes them necessary.

(e) Utilities. We agree to pay for sewer, water, gas, heating oil and electricity for operation of the Store and to pay for all telephone lines used for the operation of the Store, except for the main telephone line at the Store, the cost of which is your expense.

**21. Taxes.** We agree to pay all real and personal property taxes related to the Store and 7-Eleven Equipment specified in Exhibits A and B. You agree to be solely responsible for, and must pay, all other taxes, including sales, inventory, payroll, occupancy, business and income taxes and personal property taxes related to the Store and any equipment at the Store other than the 7-Eleven Equipment provided by or through us.

**22. Advertising.**

(a) Advertising Fee.

(1) You agree to pay us the Advertising Fee in the same manner and at the same time as you pay us the 7-Eleven Charge in accordance with Paragraph 10. Advertising Fee become our property to be spent by us in accordance with Paragraph 22(a)(3) and are not held by us in trust.

(2) The amount of the Advertising Fee will be 1% of the Current Period Gross Profit for each Accounting Period.

(3) We may arrange for all advertising of the 7-Eleven System, the Service Mark, the Related Trademarks, or merchandise sold in or services offered by 7-Eleven Stores, as we desire. We will spend the Advertising Fees we collect for Advertising Materials and Programs which may, in our sole discretion, be used for the general benefit of the 7-Eleven System, for local, regional, and/or national promotions, or for specific 7-Eleven Store(s). We may accept suggestions from 7-Eleven franchisees on the use of the funds collected as Advertising Fees. However, we have and will continue to have the sole and absolute right to determine how Advertising Fees will be spent, including the selection, direction and geographic allocation of Advertising Materials and Programs and the types of media utilized. You further agree that we and our Affiliates have no fiduciary obligation to you or to other 7-Eleven franchisees with respect to such determinations or expenditures of the Advertising Fees.

(4) We undertake no obligation to make expenditures of Advertising Fees which are equivalent or proportionate to a franchisee's Advertising Fee payment or to ensure that any particular franchisee benefits directly or pro rata from such expenditures or from the Advertising Materials and Programs funded by the Advertising Fees.

(5) You agree that we have the right to pay or reimburse our expenses of creating, developing, maintaining and administering Advertising Materials and Programs from the Advertising Fees; provided, however, that we agree not to use the Advertising Fees to pay or reimburse ourselves for any internal costs for administering Advertising Materials and Programs or for any in-house advertising agency costs. You further acknowledge that company-operated Stores or other 7-Eleven franchisees may not be required to pay an Advertising Fee, and you agree to pay the Advertising Fee notwithstanding the payment by other 7-Eleven franchisees or company-operated Stores of greater, lesser or no Advertising Fees.

(6) We agree to advise you annually of Advertising Fee receipts and our advertising expenditures, including in what markets the sums were spent and the type of advertising done, all in the form and manner which we determine in our sole discretion to be appropriate. We are not required to audit the receipts and expenditures of the Advertising Fees or any portion thereof. We will annually advise you of the total amount of our advertising expenditures that are allocated to the Company-operated stores.

(b) Local Advertising/Advertising Approval. In addition to your payment of the Advertising Fee, you may engage in any local print, radio or television advertising you wish if that advertising accurately portrays the Service Mark, the Related Trademarks and/or the 7-Eleven System, does not jeopardize the 7-Eleven Image, pertains only to the operation of your Store, is in compliance with all applicable laws, and does not breach any agreement binding on you or us. However, to protect the goodwill accumulated in the Service Mark and Related Marks, you agree to obtain our written approval before engaging in any advertising or display of the Service Mark or the Related Trademarks if the proposed advertising materials have not been prepared by us or previously approved by us during the twelve (12) month period preceding their proposed use. You agree to submit any unapproved advertising materials to us, and we agree to approve or disapprove such materials within a reasonable time of our receipt of the materials. You may not use any unapproved advertising materials that display Service Mark or the Related Trademarks. You agree to promptly discontinue the use of any advertising materials, whether or not we have previously approved them, upon notice from us. Our advertising approval procedure is set forth in the 7-Eleven Operations Manual.

(c) Internet Promotion. We expressly reserve the right to promote and display all forms of the Service Mark and Related Trademarks, the 7-Eleven System, and the 7-Eleven Image by use of the Internet. You may not: (i) engage in any advertising or display of the Service Mark or Related Trademarks; or (ii) market or promote any products or merchandise sold in 7-Eleven Stores or containing, bearing, or associated with the Service Mark or Related Trademarks by use of the Internet, Internet websites, email, mail order, or similar means, which allows for the display, marketing, or sale of any such products or merchandise other than by sale through the Store.

(d) Foodservice Promotion. You agree to properly utilize the Foodservice point-of-sale support and layouts we designate in accordance with the design of the Foodservice Facility that do not contain pre-printed prices. We may, at our option, add to or change the signs in the Foodservice Facility at any time.

### 23. Service Mark and Related Trademarks.

(a) Right to Use the Marks. We grant you the right to use the Service Mark and Related Trademarks during the Term of this Agreement in accordance with this Agreement and our standards and specifications. (The Service Mark and Related Trademarks are collectively referred to in this Paragraph 23 as the "Marks".)

(b) Agreements Regarding the Marks. You agree:

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(1) That as between us and you, we are the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Not to take any action that would prejudice or interfere with our rights in and to the Marks. Nothing in this Agreement will give you any right, title, or interest in or to any of the Marks, except the right to use the Marks in accordance with the terms and conditions of this Agreement.

(3) That all goodwill arising from your use of the Marks will inure solely and exclusively to our benefit, and that upon expiration or termination of this Agreement and the license granted herein, no monetary amount will be attributable to you for any goodwill associated with your use of the Marks.

(4) Not to directly, or by assisting another, challenge or contest our ownership of or rights in or the validity or enforceability of the Marks, any license granted under this Agreement, or any Trade Secret, copyright in any work, or copyrighted works that we own, use or license.

(5) That any unauthorized use of the Marks will constitute an infringement of our rights in the Marks. You agree to provide us with all assignments, affidavits, documents, information and assistance related to the Marks that we reasonably request, including all such instruments necessary to register, maintain, enforce and fully vest our rights in the Marks.

(6) That we will have the right to substitute different trade names, trademarks, service marks, logos and commercial symbols for the current Marks to use in identifying the 7-Eleven System and 7-Eleven Stores, services and products. In such event, we may require you to discontinue or modify your use of any of the Marks or to use one or more additional or substitute marks. We will pay the costs related to such discontinuation, modification, or substitution of the Marks; provided, however, that you will be responsible for all costs associated with changing letterhead, business cards or other business-related items and permitted trademarked items and all trademarked supplies and trademarked merchandise.

(c) Use of the Marks. You further agree that you will:

(1) Operate and advertise the Store only under the name "7-Eleven", without prefix or suffix, unless otherwise authorized or required by us in writing.

(2) Not use the Marks as part of any corporate, legal or other name, or on any employment-related materials.

(3) Not use the Marks to incur any obligation or indebtedness on behalf of us.

(4) Not use any Marks except as expressly authorized in this Agreement.

(5) Comply with our instructions in filing and maintaining requisite trade name or fictitious name registrations, and execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

(6) Not use the Marks as part of any domain name, homepage, e-mail address, metatag, or otherwise in

connection with any website or other online presence without our prior consent (which consent will be subject to revocation upon notice by us) and in accordance with guidelines provided by us, as may be set forth in the 7-Eleven Operations Manual or otherwise in writing.

(d) Certain Prohibited Conduct. In addition to other prohibitions in this Agreement, you may not, at any time:

(1) use, except as permitted by this Agreement, the Service Mark, any other trade indicia, that we own or license, including the Related Trademarks, the goodwill represented by any of them, the 7-Eleven System, the Trade Secrets, any Advertising Materials or Programs that we own, use or license, or claim any right to any of them, except a right to use them that is expressly granted by the terms of this Agreement;

(2) use any work of authorship which is substantially similar to a work subject to a copyright we own or license;

(3) make, support or help another to make use of any name, trademark, service mark, trade dress or other visual or audible material which is not expressly permitted by this Agreement and comprises in part the numeral "7" or the term "eleven" or is otherwise likely to cause confusion with or dilute the distinctiveness of the Service Mark or any other trade indicia, including the Related Trademarks, that we own or license; or

(4) commit any other act which may adversely affect or be detrimental to us, other 7-Eleven franchisees, or any of our rights in or to the Service Mark, other trade indicia, including the Related Trademarks, or any copyright or Trade Secret that we own or license, the 7-Eleven Image, or the 7-Eleven System.

You acknowledge that any breach of any of the terms of the covenants contained in Paragraph 23(d)(1) through (4) will result in irreparable injury to us and that we are entitled to injunctive relief to prevent any such breach.

(e) Infringement and Dilution. You agree to notify us immediately of any apparent infringement or dilution of or challenge to our use of or rights in any Mark by any person. You agree not to communicate with any person other than us or our counsel and your counsel in connection with any such apparent infringement, dilution, challenge or claim. We will have complete discretion to take any action we deem appropriate in connection with any infringement or dilution of, or challenge or claim to, any Mark and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office proceeding or other proceeding arising out of any such alleged infringement, dilution or challenge or claim, or otherwise relating to any Mark. You agree to execute all such instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in the Marks.

(f) Domain Names; Use of Internet.

(1) You acknowledge that we are the lawful, rightful and sole owner of the Internet domain names "www.7-Eleven.com" and "www.7-11.com" and any other Internet domain names registered by us. You unconditionally disclaim any ownership interest in such domain names or any similar Internet domain names. You agree not to register or to use any Internet domain name in any class or category, or any other URL, that contains words and/or numbers used in or similar to those used in the Service Mark or any Related Trademark, or any abbreviation, acronym, phonetic variation or visual variation of those words and/or numbers. You will assign to us any such domain name(s) you own on the Effective Date.

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(2) You agree not to establish an Internet website that displays the Marks or relates or refers to the Store without our prior written approval and our grant of a license to use the Marks on such website.

**24. Renewal of Franchise.** On the Expiration Date of this Agreement, you may, at your option, exercise a one-time right to renew your franchise rights under this Agreement for one (1) term, if all of the following conditions have been met:

- (a) You give us written notice of your election to renew not less than nine (9) months or more than twelve (12) months before the Expiration Date.
- (b) We, in our sole judgment, decide to keep the Store open as a 7-Eleven Store.
- (c) The law permits the renewal of your franchise and the continued operation of the Store.
- (d) We determine, in our sole judgment, that your Store is in compliance with the 7-Eleven Foodservice Standards.
- (e) You are not in Material Breach of this Agreement, and you are current on all amounts you owe to us as of the Expiration Date.
- (f) You have maintained the Minimum Net Worth required by Paragraph 13(d) throughout the one (1) year period immediately preceding the Expiration Date.
- (g) You complete, to our satisfaction, a review of your Store operations to ensure that you are meeting the requirements of the 7-Eleven System and otherwise operating in a manner consistent with the 7-Eleven Image and standards. We will use a performance measurement rating form that we develop from time to time to evaluate your operation, and will inform you in writing of the status of your evaluation. We will begin this review process approximately 1 year prior to the Expiration Date, unless any laws require us to begin the review process sooner. If you do not meet our requirements for renewal, we will notify you of our decision not to offer you a renewal prior to the Expiration Date, and allow you the opportunity to sell your interest in the franchise pursuant to paragraph 25 of this Agreement.
- (h) You sign and deliver to us our then-current form of Store Franchise Agreement for franchise renewals, which agreement shall supersede this Agreement in all respects. The terms of the then-current renewal agreement may be materially different than the terms of this Agreement and the agreements we are then offering to prospective franchisees, including with respect to the length of the term offered thereunder.
- (i) You sign and deliver to us a mutual termination of this Agreement and general release of claims, in a form substantially similar to Exhibit H to this Agreement.
- (j) You pay us a renewal fee in connection with the renewal of the franchise in the amount of \$50,000.00.
- (k) We have not sent you four (4) or more notices of Material Breach of this Agreement during the two (2) year period immediately preceding the Expiration Date.
- (l) You have completed any additional training we require. We agree to pay the reasonable costs associated

with the training specified in Exhibit D to this Agreement.

(m) We are offering a single-unit 7-Eleven convenience store franchise program for individual store franchises in the State and MSA in which your Store is located.

(n) You meet all of our then-current qualification requirements for prospective franchisees, including, without limitation, any applicable financial or net worth requirements.

**25. Assignment.**

(a) Assignment by Us. We will have the right to transfer or assign this Agreement and all or any part of our rights or obligations herein to any person or legal entity without your consent, and upon such transfer or assignment, the transferee or assignee will be solely responsible for all our obligations arising under this Agreement subsequent to the transfer or assignment. Without limitation of the foregoing, we may sell our assets to a third party; may offer our securities privately or publicly; may merge with or acquire other corporations, or may be acquired by another corporation; or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring.

(b) Assignment by You.

(1) Neither your interest under this Agreement nor all, or substantially all, of the Collateral may be transferred or assigned in any way, partially or completely, without our prior written consent. Without limitation of the foregoing, you may not (a) assign the Lease or transfer an interest in all or substantially all of the Collateral without assigning the entire Agreement in accordance with this Section 25(b), (b) sublease all or any portion of the Store or 7-Eleven Equipment, or (c) transfer an ownership interest in you (if you are an entity) or a controlling ownership interest in an entity with an ownership interest in you, without our prior written consent. We may condition our consent on the satisfaction of all of the following conditions:

(i) You authorize us to provide the transferee with, and the transferee executes, a disclosure form containing a waiver and a release by the transferee of any claim against us for any amount paid to you or representation made by you;

(ii) You authorize us to provide the transferee with a list of all 7-Eleven stores available for franchise in the division or general area where the Store is located;

(iii) You execute, at our option, a mutual termination of this Agreement and general release of claims (in a form similar in all material respects to Exhibit H) or an assignment of this Agreement and general release of claims (in a form similar in all material respects to Exhibit H) and an indemnity for any claim by the transferee in any way arising out of or related to the transfer and arrangements or communications between you and the transferee;

(iv) You pay all amounts due us or our Affiliates in full and make arrangements satisfactory to us for the payment of all amounts which may become due upon delivery of final Financial Summaries, including the payment into the Open Account of all premium monies you will receive for the franchise; and

(v) This Agreement has not been terminated and no termination is pending and you are not in Material Breach of this Agreement.

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(2) We will approve or disapprove a proposed transferee or assignee for training within sixty (60) days after we have received all information regarding the proposed transaction that we reasonably require. If approved, the transferee must, at our option, execute either the then-current form of 7-Eleven Store Franchise Agreement or an assumption of this Agreement (in either case providing for the then-current financial terms, including the Down Payment, 7-Eleven Charge, Franchise Fee and all other current terms), complete the then-required training, and be otherwise determined in our sole opinion to meet all qualifications needed to become a 7-Eleven franchisee, including those general qualifications set forth in the then-current 7-Eleven Operations Manual.

(3) You and your proposed transferee must have met all of the conditions set forth in this Paragraph 25(b) in order to obtain our final approval of the proposed transfer or assignment. After you transfer or assign your interest under this Agreement and the Collateral, you will have no further right, claim or interest in or to the franchise, the Store, or any assets used or acquired in conjunction with them.

(4) You may not grant a security interest in, or otherwise encumber, this Agreement or the Collateral.

(c) Our Right of First Refusal. If you wish to transfer or assign any interest in this Agreement pursuant to any bona fide offer received from a third party to purchase such interest, then you agree to promptly notify us in writing of the offer, and provide us with such information and documentation relating to the offer as we may require. We or our designee will have the right and option, exercisable within fifteen (15) Business Days after receipt of such written notification and copies of all required documentation describing the terms of the offer, to send written notice to you that we or our designee intend to purchase the interest on the terms and conditions offered by the third party as stated in the notice. If we or our designee elect to purchase the interest, closing must occur on or before sixty (60) calendar days from the date of our or our designee's notice to you of our or our designee's election to purchase or any other date agreed by the parties in writing. If the third party offer provides for payment of consideration other than cash, we or our designee may elect to purchase the interest for the reasonable cash equivalent. A material change in the terms of any offer prior to our providing you notice of our intent to exercise our right to purchase the interest will constitute a new offer subject to the same right of first refusal as an initial offer.

**26. Termination.**

(a) Termination by Us with No Opportunity to Cure. We may terminate this Agreement immediately upon notice to you for the occurrence of any one (1) or more of the following events (each of which you acknowledge is a Material Breach and constitutes good cause for termination):

(1) you have made or make any material misrepresentation or omission in connection with your application for and acquisition of the franchise, execution of this Agreement, or your operation of the Store;

(2) you, intentionally or through your gross negligence, understate or fail to accurately report the Store's sales for any period, or otherwise misstate any reports or bookkeeping information you are required to report to us;

(3) you fail to comply with any federal, state, or local wage and hour law, or fail to comply with any federal, state, or local law related to any employment or immigration matter;

(4) you abandon the Store (meaning you have deserted, walked away from, or closed the Store under circumstances leading us to conclude that you have no intent to return to the Store, regardless of how many days have passed since the apparent abandonment);

(5) you, any of your owners, or the owner of a controlling ownership interest in an entity with an ownership interest in you makes a purported transfer in violation of Paragraph 25;

(6) you are or have been convicted by a trial court of, or plead or have pleaded guilty or no contest to, a felony or a crime of moral turpitude;

(7) we have evidence that you have engaged in any dishonest, unethical, immoral, or similar conduct as a result of which your association with the Store could, in our sole opinion, have a material adverse effect on the goodwill associated with the 7-Eleven System or the 7-Eleven Marks;

(8) you misappropriate or disclose without our written authorization any Confidential Information (provided, however, that we will not deem you in breach of this Agreement as a result of isolated incidents of disclosure by one of your employees if you have taken reasonable steps to prevent such disclosure, including the steps a reasonable and prudent owner of confidential and proprietary information would take to prevent disclosure of such information by its employees, and further provided that you pursue all reasonable legal and equitable remedies against such employee for such disclosure);

(9) a voluntary or involuntary petition in bankruptcy is filed by or against you, you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due, or a receiver or trustee is appointed;

(10) you fail on four (4) or more separate occasions within any twenty-four (24) consecutive month period to comply with the terms of this Agreement, whether or not you correct the failures after our delivery of notice to you;

(11) your assets, property, or interests are blocked under any Law relating to terrorist activities, or you or any of your owners otherwise violate any such Law; or

(12) a provision of this Agreement (including all or any part of Paragraphs 15, 16, or 22), which we, in our sole discretion, determine to be material, is declared invalid by a court of competent jurisdiction, as set forth in Paragraph 31(e).

To the extent there exists any conflict or inconsistency between the terms of this Paragraph 26(a) and any other terms of this Agreement, the terms of this Paragraph 26(a) will govern.

Any breach under Paragraphs 26(a)(1), (2), (3), (6), or (7) of this Agreement by you, your affiliates and/or any guarantor of yours will be deemed a non-curable default under this Agreement and all other 7-Eleven franchise agreements between or among us and you, your affiliates, and/or your guarantor(s); if the nature of the default under any other such agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof.

(b) Termination by Us with an Opportunity to Cure. We may terminate this Agreement upon notice to you, subject to your right to cure within the cure periods described below, for the occurrence of any one (1) or more of the following events (each of which you acknowledge is a Material Breach and constitutes good cause for termination):

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(1) you fail to operate the Store as a 24-Hour Operation (or for a different number of hours of operation which we have agreed to in writing before the reduction in hours of operation), unless the reduction (i) is the result of governmental regulation, and (ii) is not directly or indirectly caused by your acts or omissions, and do not correct the failure within two (2) days after delivery of written notice;

(2) you (a) use any of the 7-Eleven Marks without authorization, or (b) offer or sell any Proprietary Product or other product bearing any of the 7-Eleven Marks which you have obtained from a source not authorized to produce or offer such products, and do not correct the failure within three (3) days after delivery of written notice;

(3) you fail to comply with any 7-Eleven Foodservice Standards for the Foodservice Facility and do not correct the failure within three (3) days after delivery of written notice;

(4) you (a) fail to properly record, deposit, deliver, or expend and report Receipts or deliver deposit slips, cash reports, and all supporting documents, receipts for cash Purchases, and invoices or other reports of Purchases as required by Paragraph 12, or (b) fail to permit any Audit provided for in Paragraph 14 or deny us access to any part of the Store or its records, and do not correct the failure within three (3) days after delivery of written notice;

(5) except as provided in Paragraph 26(a)(2), you fail to report the Store's sales or to pay us or any of our affiliates any amounts when due and do not correct the failure within three (3) days after delivery of written notice;

(6) the Net Worth for your Store falls below the required minimum, and you do not correct the failure within three (3) days after delivery of written notice;

(7) you fail (a) to maintain the insurance this Agreement requires (including but not limited to workers' compensation insurance) or to send us satisfactory evidence of such insurance within the required time, or significantly modify your insurance coverage without our written approval, or (b) to remit to us insurance proceeds to which we are entitled, and do not correct the failure within five (5) days after delivery of written notice;

(8) you fail to provide the certification relating to your compliance with all laws required under Paragraph 12(c)(3), fail to make available to us any records, electronic documents, or other documents relating to the operation of the Store that we request in support of such certification, fail to engage independent auditors at your sole expense to review your immigration, payroll, and personnel records and practices, and confirm the accuracy of such certification, or such independent auditors you engage fail to confirm the accuracy of such certification, and do not correct that failure within five (5) days after delivery of notice;

(9) you fail to participate in or properly implement as required any 7-Eleven Customer Loyalty Program, or fail to provide Adequate Delivery Service to all or any portion of the Delivery Area, and do not correct the failure within fifteen (15) days after delivery of written notice;

(10) you violate any law, ordinance, rule or regulation relating to the Store's operation and do not correct the noncompliance or violation within fifteen (15) days after delivery of written notice of the noncompliance or violation;

(11) you fail to notify us that you have received verbal or written notice of any type regarding a possible violation of any law, ordinance, rule or regulation relating to the Store's operation and do not correct the failure within fifteen (15) days after delivery of written notice of the failure;

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(12) you fail to pay when due any federal or state income, service, sales, employment, or other taxes due on the Store's operation, unless you are in good faith timely contesting your liability for such taxes through appropriate proceedings, and do not correct your failure within thirty (30) days after delivery of written notice;

(13) a tax lien is imposed on you which affects the Store, so long as such failure to pay or the imposition of such tax lien is not caused by us, and you fail to either satisfy the lien or provide us written evidence that you are in good faith timely contesting the lien through appropriate proceedings within thirty (30) days after delivery of written notice;

(14) you fail to obtain or maintain all licenses, permits, or bonds necessary, in our opinion, for your operation of the Store, so long as such failure to obtain or maintain the licenses, permits, or bonds is not caused by us, and do not correct that failure within thirty (30) days after delivery of notice;

(15) the unpaid balance in the Open Account becomes immediately due and payable, but you do not repay our loan to you in accordance with this Agreement, and do not correct that failure within thirty (30) days after delivery of notice; and

(16) you fail to comply with any other obligation under this Agreement or any other agreement between us (or any of our affiliates) and you relating to the Store, or with our master lease for the Store (assuming a copy of that lease or the pertinent provisions have been supplied to you), and do not correct the failure to our satisfaction within thirty (30) days after we deliver written notice.

(c) Termination on Death or Incapacitation. We may terminate this Agreement upon thirty (30) days' notice (or such longer period that we may determine or as required by applicable law) if you die or become incapacitated. However, if you are more than one (1) individual and only one (1) individual dies or becomes incapacitated, we may, at our option, (1) continue this Agreement with the survivor or non-incapacitated individual or (2) require the survivor or non-incapacitated individual to execute our then-current form of Store Franchise Agreement, which contains the same financial terms as this Agreement, for the remainder of the Term of this Agreement.

(d) Market Withdrawal. We may terminate this Agreement upon not less than thirty (30) days' Withdrawal Notice (or such longer time that we determine or as required by applicable law), if we determine, in good faith and in a normal course of business, to cease the operation of all 7-Eleven Stores in the relevant geographic market area (being the state or metropolitan statistical area ("MSA") or similar designation as periodically established by the Office of Management and Budget or any replacement governmental office), or in a geographically separate area outside of a MSA in which the Store is located. You acknowledge that such determination and action will be "good cause" for termination. In the event of a sale, transfer or assignment of all of our right in the Stores in the area, or a decision by us to close the Stores in your area, you will have the right of first refusal, or of purchase, as the case may be, to be exercised within the first ten (10) days after you receive the Withdrawal Notice, to acquire and receive assignment of all of our non-proprietary rights in and to the Store, the equipment (specifically excluding, without limitation, the 7-Eleven Store Information System) and the real property. Such right will be exercisable upon the same terms as agreed upon between us and a bona fide third party transferee, or in the absence of such an agreement, at a purchase price determined by an appraiser appointed by us and upon terms acceptable to us. If the purchase price is to be determined by an appraiser appointed by us, the decision of the appraiser will be final. All costs of appraisal will be shared equally by you and us. This Paragraph 26(d) does not apply if our agreement to sell, transfer or assign to a third-party our rights in the Store(s) in your area and/or the Franchise Agreement(s) related to such Store(s) contemplates that the Store(s) will continue to be operated as 7-Eleven Stores.

(e) Transfer and Refund Rights.

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(1) In addition to the other grounds for termination set forth in this Agreement, this Agreement will terminate before the Expiration Date:

(a) thirty (30) days before a condemnation (or transfer instead of condemnation) which results in our decision to discontinue operations of the Store as a 7-Eleven Store;

(b) if there is casualty damage to the Store or 7-Eleven Equipment which we determine cannot reasonably be repaired or replaced within thirty (30) days; or

(c) thirty (30) days before the Store permanently closes because applicable law requires permanent closure of the Store, provided that the required closure is not the result of our or your acts or omissions.

If this Agreement is terminated pursuant to this Paragraph 26(e), or if we lose our Leasehold Rights, and provided that you paid a Franchise Fee to us for the Store, then for one hundred eighty (180) days following the date of such termination, you will have the right to choose either (i) to transfer to another 7-Eleven Store available as a franchise (a "Transfer") or (ii) to receive a refund of a portion of the Franchise Fee paid by you (a "Refund"), on the terms and conditions stated below, but you will not have the right to both a Refund and a Transfer. If, upon the expiration of such one hundred eighty day (180) day period, you have not elected to Transfer as provided below, you will be deemed to have elected to receive the Refund.

(2) In order to elect to Transfer, you agree to either sign the then-current 7-Eleven Store Franchise Agreement for the new Store or complete a "Transfer Election Form". If you elect to Transfer, and you meet the conditions set forth below, the Transfer will be completed within a reasonable time after you elect to Transfer, but in no event later than six (6) months after you elect to Transfer. If you are otherwise eligible for a Transfer, you must also meet all of the following conditions:

(a) you are not selling or assigning your interest in the Store or transferring your interest to a third party pursuant to Paragraph 25;

(b) you are not in Material Breach of this Agreement at the time of your election to Transfer;

(c) you have had a Net Worth in an amount greater than or equal to the Minimum Net Worth required by Paragraph 13(d) for the one (1) year immediately before your election;

(d) you execute and deliver to us the then-current 7-Eleven Store Franchise Agreement available for 7-Eleven Stores in the area in which the Store to which you wish to Transfer is located and a mutual termination of this Agreement and general release of claims, in a form substantially similar in all material respects to Exhibit H. You will not be required to pay a Franchise Fee under the new Store Franchise Agreement that you execute, and the term of such new Store Franchise Agreement will be equal to the term then remaining under this Agreement;

(e) you have not been served with four (4) or more notices of Material Breach within the two (2) years before your election; and

(f) you complete any additional training we request, but we agree to bear the costs for the training as provided in Exhibit D.

If you have satisfied these conditions and you choose a Transfer, then the Transfer may be to any comparable 7-Eleven Store you select (i) which is available for franchise, (ii) which has been open for business as a 7-Eleven Store for at least twelve (12) months, (iii) which is located within the same MSA as the Store, and (iv) for which you meet our then-current qualifications as we determine in our sole discretion. We will not be responsible for your moving or relocation expenses or any premium amount, broker's fee or any other payment to a third party arising in connection with the Transfer.

(3) If you elect the Refund, the Refund will be calculated by dividing the Franchise Fee you paid when you signed this Agreement by one hundred eighty (180); and multiplying the result by the number of calendar months from the first day of the next month following the date you notify us of your election to receive the Refund through the month of the scheduled Expiration Date. If you are otherwise eligible for a Refund, you also agree to meet all the following conditions:

(a) you are not selling or assigning your interest in the Store for a premium, or transferring your interest to a third party pursuant to Paragraph 25;

(b) you are not in Material Breach of this Agreement at the time you elect to receive the Refund;

(c) you have had a Net Worth in an amount greater than or equal to the Minimum Net Worth required by Paragraph 13(d) for the one (1) year immediately before your election; and

(d) you execute and deliver to us a mutual termination of this Agreement and general release of claims, in a form substantially similar in all material respects to Exhibit H; and (E) you have not been served with four (4) or more notices of Material Breach within the two (2) years before your election.

(4) You will not have the right to a Transfer or Refund if (i) we terminate this Agreement for cause; (ii) you voluntarily terminate this Agreement; (iii) there has been a condemnation which results in our deciding to discontinue 7-Eleven operations at the Store and if you received any portion of a condemnation award as provided in Paragraph 8(d); or (iv) our Leasehold Rights expire and are not renewed or otherwise extended, or if our Leasehold Rights are terminated, as a result of your or your employees' acts or omissions.

(5) You agree that if one of the events giving you the right to elect a Transfer or Refund occurs, you will have no right to receive any damages from us, and the Transfer or Refund will be your sole and exclusive remedy.

(f) Our Right to Assume Operation of the Store. We may enter the Store premises and take possession of the Store, 7-Eleven Equipment, Inventory, Receipts, Cash Register Fund, money order blanks, bank drafts and Store supplies and continue the operation of the Store for your (or your heirs' or legal representatives') benefit and account pending the expiration or termination of this Agreement or resolution of any dispute under this Agreement if: (1) the Store is not open for operation as provided in Exhibit D; (2) you die or become incapacitated, except as otherwise provided in Exhibit F ("Survivorship"); or, (3) in our opinion, a divorce, dissolution of marriage, or criminal proceeding or incident in which you are involved jeopardizes the operation of the Store or harms the 7-Eleven Image. On behalf of yourself, your heirs, and your legal representatives, you hereby consent to our operating the Store pursuant to the terms of this Paragraph 26(f) and agree to release and indemnify us from and against any liability arising in connection with our operation of the Store pursuant to this Paragraph 26(f). If we elect to take possession of and continue operating the Store, then, in addition to all other fees and payments owed under this Agreement on account of the Store's operation, we may charge you a reasonable management fee, not to exceed five percent (5%) of the Store's Gross Profits, plus any out-of-pocket expenses incurred in connection with the Store's management.

**27. Mutual Termination; Termination by You.**

(a) Mutual Termination. This Agreement may be terminated at any time by written agreement between you and us.

(b) Termination by You. You may terminate this Agreement upon at least seventy-two (72) hours written notice to us (or shorter notice, if we accept it). If you elect to terminate this Agreement and provide us less than thirty (30) days prior written notice, you agree to pay us a termination fee in an amount equal to five thousand dollars (\$5,000). We have the right to debit such termination fee to your Open Account.

**28. Close Out Procedure.**

(a) Post-Expiration/Termination Obligations. Upon the expiration or termination of this Agreement, all rights granted to you hereunder will terminate and you agree to:

(1) Immediately and without any further notice (unless further notice is required by law and cannot be waived) peaceably surrender the Store and 7-Eleven Equipment, which must be in the same condition as when you first received them, normal wear and tear excepted. If we are required by law to provide you any notice, and such notice may be waived, then you hereby waive your right to receive such notice. As a condition of your surrender, we may require you to perform certain cleaning, maintenance or other functions at the Store that you are obligated to perform under this Agreement, and we may perform such requirements on your behalf and charge your Open Account if you fail to perform them;

(2) Transfer to us, or, at our option, a third-party transferee, the Final Inventory of the Store. We or such third-party transferee will pay you an amount equal to the Cost Value of the Final Inventory in accordance with Paragraph 28(b)(2) below. We agree to permit you to transfer the Final Inventory to a third-party transferee only if all amounts that you owe us and our Affiliates are paid in full and you make arrangements satisfactory to us for the payment of any amounts which may become due upon delivery of final Financial Summaries. You agree that any property belonging to you and left in the Store after the surrender and transfer will become our sole property;

(3) Transfer to us the Receipts, Cash Register Fund, prepaid Operating Expenses, money order blanks, bank drafts, lottery tickets (if applicable) and Store supplies;

(4) Immediately cease using the Service Mark, the Related Trademarks, and all elements of the 7-Eleven System, including the Confidential Information and Trade Secrets;

(5) Return to us any copy of the Trade Secrets and Confidential Information, including the 7-Eleven Operations Manual and any other manuals we provided you, along with all copies or duplicates thereof, all of which are acknowledged to be our sole property. If you possess any of the foregoing in electronic form, you will delete such material from your computers and other storage devices and not use such material and not retain any copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between you and us;

(6) Execute all necessary documentation to transfer all licenses and permits relating to the Store to us;  
and

(7) Comply with all other post-expiration/termination obligations set forth in this Agreement.

(b) Settlement of Open Account. Within thirty (30) days after you surrender and transfer the Store and 7-Eleven Equipment in accordance with Paragraph 28(a), we agree to:

- (1) Credit your Open Account for the Receipts, Cash Register Fund, prepaid Operating Expenses, usual and reasonable amounts of Store supplies transferred to us, or a third-party transferee, as applicable;
- (2) Credit your Open Account an amount equal to the Cost Value of the Final Inventory;
- (3) Debit your Open Account \$200 as a closing fee; and
- (4) Remit to you any amount by which we estimate the Net Worth (except for any amount due you under Paragraph 27) will exceed the greater of \$10,000 or 25% of your total assets (as reflected on the balance sheet that we prepare for the Store for the applicable Accounting Period). We may withhold any additional amounts required by bulk transfer laws or any other similar laws or state or federal agencies.

(c) Payment of Indebtedness to Us; Delivery of Final Financial Summaries. Upon termination or expiration of this Agreement, any unpaid balance on the Open Account will be immediately due and payable upon demand by us. Within one hundred five (105) days after the last day of the month in which the surrender and transfer of the Store and 7-Eleven Equipment occurs, we agree to deliver final Financial Summaries to you. If the final Financial Summaries reflect a credit balance in the Open Account, we agree to deliver a check in the amount of the credit balance with the final Financial Summaries. If the final Financial Summaries reflect a debit balance in the Open Account, you agree to immediately pay us the debit balance. Your endorsement of any check sent with the final Financial Summaries or other acceptance of the funds tendered by us acknowledges your release of all claims affecting the figures set forth in the final Financial Summaries.

**29. Mediation.** We and you acknowledge that during the Term of this Agreement certain disputes may arise between us that we and you are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, we and you agree that, except as otherwise specified below, if any dispute between you and us cannot be settled through negotiation, then before commencing litigation to resolve the dispute, you and we will first attempt in good faith to settle the dispute by non-binding mediation unless you or we advise the other in writing that we decline to mediate the dispute. The mediation will be conducted under the auspices and then-prevailing mediation rules of the American Arbitration Association or any successor organization (the "AAA"), unless you and we agree to mediate under the auspices of another mediation organization or other rules. The mediation is subject to the following terms and conditions:

(a) Unless otherwise agreed, the mediation will take place at a mutually accessible neutral location within the market area in which your Store is located.

(b) You and we agree to share equally the mediator's fees and expenses and the fees charged by AAA (or any other organization used for the mediation). Each of us agrees to be solely responsible for any other expenses you or we incur in connection with the mediation. You and we agree that any mediation between you and us, and any mediation between any other 7-Eleven franchisee and us, will be confidential and non-discoverable and that statements made by either side in any such mediation proceeding will not be admissible for any purpose in a subsequent legal proceeding, and you and we agree to execute documents to evidence such agreement. Either party can terminate the mediation at any time.

(c) This mediation provision does not apply to any dispute involving (i) the Service Mark or the Related Trademarks; (ii) a failure by you to deposit Receipts as required by this Agreement; (iii) possession of the Store, (iv) any violation of law relating to the Store where you have admitted the violation or a judicial or administrative body has made a finding of a violation; (v) an alleged violation by you under Paragraph 26(a) of this Agreement.

(d) Either you or we may seek a temporary restraining order, preliminary injunction or any other equitable relief at any time prior to or during the course of a dispute if, in your or our reasonable belief, such relief is necessary to avoid irreparable damage or to preserve the status quo.

(e) Except for the judicial actions described in Paragraphs 29(c) and (d), above, if a mediation has been commenced, neither you nor we will initiate judicial proceedings or arbitration proceedings until the mediation has been completed as contemplated or terminated by Paragraph 29(b) above. Any applicable statute of limitations will be suspended for the time in which the mediation process is pending.

### 30. Governing Law; Jurisdiction; Enforcement

(a) Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1501 et seq.), this agreement, and all controversies, disputes, or claims arising from or relating to this agreement or its validity, will be governed by and interpreted and construed under the laws of the State of Texas (without regard to its conflict of law rules).

(b) Jurisdiction. With respect to any controversy not finally resolved through mediation (as described above), you and (if you are an entity) your owners agree that all judicial actions brought by us against you or your owners, or by you or your owners against us, our affiliates, or our or their respective owners, officers, directors, agents, or employees, must be brought exclusively in the state or federal court of general jurisdiction located closest to where we, as franchisor, have our principal business address when the action is commenced. You and each of your owners irrevocably submit to the jurisdiction of such courts and waive any objection you or they might have to either jurisdiction or venue. Despite the foregoing, we may bring an action seeking a temporary restraining order or temporary or preliminary injunctive relief, in any federal or state court in the state in which you reside or the Store is located.

(c) Costs And Attorneys' Fees. If we incur costs and expenses (internal or external) to enforce our rights or your obligations under this Agreement, you agree to reimburse all costs and expenses we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has completely ended (including appeals and settlements).

(d) Waiver of Jury Trial. WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS). WE AND YOU (AND YOUR OWNERS) ACKNOWLEDGE THAT WE AND YOU (AND THEY) MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERING THIS WAIVER'S RAMIFICATIONS.

(e) Limitation of Claims. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED IN THE APPROPRIATE FORUM WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

**31. Miscellaneous Provisions.**

(a) Nonwaiver. No act or omission by you or us, or any custom, course of dealing, or practice at variance with this Agreement, will constitute a waiver of (a) any right you or we have under this Agreement or (b) the other party's breach of this Agreement, unless it is a waiver in writing, signed by the party to be bound as provided in Paragraph 31(g) below. No waiver by you or us of any right under or breach of this Agreement will be a waiver of any other subsequent, preexisting or continuing right or breach, and our failure, refusal or neglect to exercise any right under any other franchise agreement, or to insist upon any other franchisee's strict compliance with every term of their agreement, will not be deemed to waive or impair our right to demand your strict compliance with every term of this agreement. Our acceptance of any payment you make to us after any breach of this Agreement (including our acceptance of the 7-Eleven Charge) will not be a waiver of the breach, even if we know of the breach at the time we accept the payment. No special or restrictive legend or endorsement on any check or similar item you give to us will constitute a waiver, compromise, settlement or accord and satisfaction. You authorize us to remove or obliterate any such legend or endorsement, and agree that such legend or endorsement will have no effect.

(b) Disclosure. You hereby consent to our use and disclosure of any information relating to this Agreement or the Store or contained in the Bookkeeping Records to anyone; provided, however, that we will only disclose your Financial Summaries on an anonymous basis, unless we are legally compelled to disclose them on a non-anonymous basis by subpoena, court order, or otherwise.

(c) Circumstances Beyond a Party's Control. Neither you nor we will be liable in damages to the other for any failure or delay in performance due to any acts of terrorism, governmental act or regulation, war, civil commotion, earthquake, fire, flood, other disaster or similar event, or for any other event beyond your or our control, if the affected party (a) promptly notifies the other of the failure or delay and (b) takes all reasonable steps to mitigate damages caused by such failure or delay.

(d) Notices.

(i) Except as otherwise provided herein, any notices required to be provided under this Agreement must be in writing and may be (a) personally delivered, or (b) sent by an expedited delivery service, or (c) mailed by certified or registered mail, return receipt requested, first-class postage prepaid, or (d) sent by facsimile or electronic mail, as long as the sender confirms the facsimile by sending an original confirmation copy of the notice by certified or registered mail or expedited delivery service within three (3) Business Days after transmission. If you send us a written request to give copies of your notices to someone you designate and include the name and address of your designee, we agree to send copies of your notices to your designee. If you or your designee cannot be promptly located, we agree to deliver the notice to one of your employees at the Store, and, thereafter, to mail such notice to you by prepaid postage return receipt requested. Any notice will be deemed to have been received (i) in the case of personal delivery, at the time of delivery, or (ii) in the case of an expedited delivery service, three (3) Business Days after being deposited with the service, or (iii) in the case of registered or certified mail, three (3) Business Days after the date of mailing, or (iv) in the case of facsimile or electronic mail, upon transmission with proof of receipt, as long as a confirmation copy of the notice is sent as described above. If notices are sent by electronic mail, the sender will be required to confirm the electronic mail by sending an original confirmation copy of the notice by certified or registered mail or expedited delivery service within three (3) Business Days after transmission. Notices to you by electronic mail will be addressed to the Store address, the electronic mail address for the Store computer or other electronic mail address to which you have access and that we have previously designated in a written notice to you, or to your address shown on the signature page to this Agreement. We will send an electronic reminder to your Store computer to notify you of any electronic notice. Notices to us by electronic mail will be addressed to the address shown on the signature page to this Agreement or other address that we designate in writing.

MARKET/STORE # 0001913-30153C

(ii) We reserve the right to establish electronic mailings (i.e., email), web sites, or other forms of communications in which to communicate and distribute information to 7-Eleven franchisees. You agree that we may utilize such electronic communications to effectively provide binding notices to you. You agree to provide notices to us as set forth above unless we expressly consent and provide for electronic notices from you.

(e) **Severability.** Except as expressly provided to the contrary herein, each provision of this Agreement and any portion thereof is considered severable. If, for any reason, any provision of this Agreement contravenes any existing or future law or regulation, the provision will be considered modified to conform to the law or regulation as long as the resulting provision remains consistent with the parties' original intent. If it is impossible to so modify the provision, such provision will be deleted from this Agreement. If any provision of this Agreement (including all or any part of Paragraphs 15, 16 or 22) is declared invalid by a court of competent jurisdiction for any reason, the parties will continue to be bound by the remainder of this Agreement, which will remain in full force and effect; provided, that if any provision of the Agreement, which we, in our sole discretion, determine to be material, is declared invalid by a court of competent jurisdiction, we reserve the right to terminate this Agreement in accordance with Paragraph 26(a)(12) and, in connection with such termination, offer you a different 7-Eleven franchise agreement in accordance with Paragraph 10(c)

(f) **Personal Qualification.** We are entering into this Agreement with the person(s) named as the "Franchisee(s)" on the signature page; in reliance upon his, her or their personal qualifications; and upon the representation and agreement that he, she or they agree to be the Franchisee(s) of the Store, will actively and substantially participate in the operation of the Store and will have full authority and responsibility for the operation of the Store. No changes in the ownership and/or control of the franchise may be made without our advance written consent. Any person(s) subsequently added as a "Franchisee" in a writing signed by the parties must likewise actively and substantially participate in the operation of the Store and have full authority and responsibility for the operation of the Store.

(g) **Complete Agreement.** This Agreement and the Exhibits, Amendments, and Addenda to this Agreement, including any other agreements specified in Exhibit D (all of which are hereby incorporated herein and made a part of this Agreement), contain the entire, full and complete agreement between us and you concerning the Store. This is a fully integrated agreement and it supersedes all earlier or contemporaneous promises, representations, agreements and understandings. No agreement relating to the matters covered by this Agreement will be binding on us or you unless and until it has been made in writing and duly executed by you and one of our authorized officers. Our agents or employees may not modify, add to, amend, rescind or waive this Agreement in any other manner, including by conduct manifesting agreement or by electronic signature, and you are hereby put on notice that any person purporting to amend or modify this Agreement other than by a written document signed by one of our authorized officers, is not authorized to do so. You represent and warrant that you have supplied us with all information we requested and that all such information is complete and accurate. You further represent and warrant that you have not received nor relied on any representations relating to the Store except as expressly contained in this Agreement, or (i) as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the Store or any other location, except as provided in Item 19 of our Franchise Disclosure Document, or (ii) as to site specific information, except as provided in our "Here Are The Facts" supplemental disclosure.

(h) **Consents.** All consents required to be given by us pursuant to this Agreement must be given in writing, and such consents may be granted or withheld in our sole discretion.

(i) **Interpretation.** As used in this Agreement and all exhibits and attachments hereto,

(i) the words "you agree" or "we agree" or "you will" or "we will" mean an imperative duty and will be interpreted and construed to have the same meaning and effect as the words "you shall" or "you must" or "we shall"

or "we must"; and

(ii) the words "including", "include" or "includes" will be interpreted and construed to have the same meaning and effect as the words "including, but not limited to" or "including, without limitation".

(j) **WAIVER OF DAMAGES.** YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE AGAINST US, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A DISPUTE, YOU WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY YOU. IF ANY TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

(k) Consultation with Advisors. You acknowledge that you have received, read and understands this Agreement and the related exhibits and agreements, that we have afforded you sufficient time and opportunity to consult with lawyers and other business and financial advisors selected by you about the potential benefits and risks of entering into this Agreement, and that you are entering into this Agreement of your own volition.

(l) Savings Clause. Any of your obligations that contemplate the performance of such obligation after the termination or expiration of this Agreement or the transfer of any interest herein, including Paragraphs 5, 17, 18, 19, 28, 29, and 30, will be deemed to survive such termination, expiration or transfer and will remain binding until fully discharged to our sole satisfaction.

(m) Fees. We may charge you a fee that we establish in our sole discretion if you request any changes or services related to the Agreement that we are not required to perform, including but not limited to name changes, incorporations, adding or removing an individual or entity from the Agreement, transfers or assignments of the Agreement (other than an assignment under Paragraph 25(b) of this Agreement to a transferee that pays us an initial franchise fee), or other similar activities.

(n) The Exercise of Our Business Judgment. We have the right to develop, operate, and change the 7-Eleven System in any manner not specifically prohibited by this Agreement. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us or the 7-Eleven System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest.

MARKET/STORE # 0001913-30153C

You and we have executed this Agreement as of the last date set forth below.

7-ELEVEN, INC.

By Sandifer, Elizabeth Rachael (Rachael)  
Sandifer, Elizabeth Rachael (Rachael) (Nov 12, 2023 13:33 CST)  
Assistant Secretary/Franchise Specialist  
Elizabeth Rachael Sandifer  
Date Nov 12, 2023

Form # 4401652 04/23  
Uniform Agreement

7-Eleven Store No 0001913-30153C  
51 RANDALL RD  
Store Address

SAINT CHARLES  
City

Illinois  
State

60174  
Zip

FRANCHISEE(S)

AARNA24 Corporation  
By   
Arpan Bharatbhai Patel (Nov 12, 2023 10:42 CST)  
President/Secretary/Treasurer  
Arpan Bharatbhai Patel  
Date Nov 12, 2023  
By \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_

EXHIBIT A

STORE

YOU ACCEPT THE STORE AS IS IN ITS CONDITION ON THE DATE OF THIS EXHIBIT, EXCEPT AS SPECIFICALLY NOTED ON THIS EXHIBIT

This Exhibit is based on the information we have on the date of this Agreement. It is accurate to the best of our knowledge and belief. If you request, we agree to make a complete copy of any master lease or any documents recorded against the Store available to you. If you have any questions about this Exhibit or you would like a more complete explanation of any item, please contact the Market Manager.

**Store and Adjoining Property Lease Information:**

7-ELEVEN Store No. 0001913-30153C

Street 51 RANDALL RD

SAINT CHARLES  
City

Illinois  
State

60174  
Zip

Plot Plan and Legal Description Attached

Owned by us

Leased by us

The term of our lease covering the real estate for the Store that is in effect on the Effective Date is scheduled to end on \_\_\_\_\_, but the lease may end earlier. We have \_\_\_\_\_ option(s) to extend the lease, for a term of \_\_\_\_\_ years for each option. We have no obligation to renew or exercise any option to extend the lease. The Term of this Agreement will end on the Expiration Date.

**MARKET/STORE # 0001913-30153C**

**Special Charges:**

Common Area (including landscaped areas): If we lease the Store, the master lease or declarations or other documents recorded against the Store, may impose common area maintenance charges or other charges for which you will be responsible; provided that such charges must have been provided for by the terms of the initial master lease or the terms of any options that existed at the time of the initial master lease. Please consult the master lease or recorded documents for a complete description of any such charges that will be assessed against the Store.

Other (for example, maintenance, required services, co-operative Advertising, rent taxes):

**Special Operating Provisions:**

We have disclosed information on this Exhibit to the best of our knowledge but the master lease, if any, or any declarations or other documents of record against the Store, or any state or local ordinances, permits, etc., may result in charges or operating restrictions involving the Store that are not listed on this Exhibit. You should refer to any master lease for the Store, documents recorded against the Store and local laws to determine the extent of any of these restrictions.

FRANCHISEE

AARNA24 Corporation

By *Arpan*  
Arpan Bharatbhai Patel (Nov 12, 2023 10:40:53)

President/Secretary/Treasurer

Arpan Bharatbhai Patel

Date Nov 12, 2023

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

7-ELEVEN, INC.

By *Sandifer, Elizabeth Rachael (Rachael)*  
Sandifer, Elizabeth Rachael (Nov 12, 2023 12:33:03)

Assistant Secretary/Franchise Specialist

Elizabeth Rachael Sandifer

Date Nov 12, 2023

Form #4401512 06/2018

Uniform Exhibit A