

**Agenda**  
**City of St. Charles**  
**Liquor Control Commission Meeting**  
**Monday, August 18, 2025, 4:30 PM**  
**2 E. Main Street**

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on June 16, 2025.
4. Recommendation to approve a proposal for an F-2 Liquor License Application for IH Cigar, LLC, dba The Idle Hour, located at 11 S. 2nd Ave, St. Charles.
5. Recommendation to approve a proposal for a C-4 Liquor License Application for Rec Haus, located at 12 N. 3rd St, St. Charles.
6. Recommendation to approve a proposal for a C-3 Liquor License Application for HHB, LLC, dba Simple EJ's Kitchen and Tap, located at 300 N. Kirk Rd, St. Charles.
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 (TTY), or via e-mail at [jmcmahon@stcharlesil.gov](mailto:jmcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



**Minutes  
City of St. Charles  
Liquor Control Commission Meeting  
Monday, June 16, 2025, 4:30 PM  
2 E. Main Street**

**1. Call to Order.**

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

**2. Roll Call.**

**Present:** Ald. Gehm, Ald. Pietryla **Absent:** None

**3. Motion by Pietryla, second by Gehm to accept and place on file minutes of the Liquor Control Commission meeting held on May 19, 2025.**

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

**Motion Carried**

**4. Motion by Gehm, second by Pietryla to accept and hold the minutes of the executive session held on May 19, 2025.**

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

**Motion Carried**

**5. Recommendation to approve a proposal for Sound Amplification Permit, Class E-4 Temporary Liquor License, parking lot and road closure for Pollyanna's Blues and Brews on the Fox 2025.**

Acting Chief Majewski presented this recommendation.

**Motion by Gehm, second by Pietryla to approve a proposal for Sound Amplification Permit, Class E-4 Temporary Liquor License, parking lot and road closure for Pollyanna's Blues and Brews on the Fox 2025.**

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

**Motion Carried**

**6. Recommendation to approve a recommendation of an Ordinance Amending Title 5 "Business License and Regulations", Chapter 5.08 "Alcoholic Beverages"; Section 5.08.090 "License Classifications" of the St. Charles Municipal Code.**

Acting Chief Majewski presented this recommendation.



**Motion by Pietryla, second by Gehm to approve a recommendation of an Ordinance Amending Title 5 “Business License and Regulations”, Chapter 5.08 “Alcoholic Beverages”; Section 5.08.090 “License Classifications” of the St. Charles Municipal Code.**

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

**Motion Carried**

7. Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”; Sections 5.08.090 “License Classifications” and 5.08.100 “License Fees; Late Night Permit Fees; Fees Established” of the St. Charles Municipal Code.

Acting Chief Majewski presented this recommendation.

**Motion by Pietryla, second by Gehm to approve a recommendation of Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”; Sections 5.08.090 “License Classifications” and 5.08.100 “License Fees; Late Night Permit Fees; Fees Established” of the St. Charles Municipal Code.**

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

**Motion Carried**

8. Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.09 “Video Gaming”, Section 5.09.020 “Video Gaming Allowed” of the St. Charles Municipal Code.

Acting Chief Majewski presented this recommendation.

**Motion by Pietryla, second by Gehm to approve a recommendation of an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.09 “Video Gaming”, Section 5.09.020 “Video Gaming Allowed” of the St. Charles Municipal Code.**

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

**Motion Carried**

9. Recommendation to approve a proposal for an A-4 Liquor License application for 345 North Ave, LLC, dba Brother Chimp Brewing, located at 303 N 4th St., St. Charles.

Acting Chief Majewski presented this recommendation.



**Motion by Gehm, second by Pietryla to approve a proposal for an A-4 Liquor License application for 345 North Ave, LLC, dba Brother Chimp Brewing, located at 303 N 4th St., St. Charles.**

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

**Motion Carried**

10. Recommendation to approve a proposal for a 2 A.M. Late-Night Permit for Saint Charles Sports, LLC, d/b/a El Santo Grill and Cantina located at 3615 E. Main St., St. Charles, IL.

Acting Chief Majewski presented this recommendation.

**Motion by Pietryla, second by Gehm to approve a proposal for a 2 A.M. Late-Night Permit for Saint Charles Sports, LLC, d/b/a El Santo Grill and Cantina located at 3615 E. Main St., St. Charles, IL.**

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

**Motion Carried**

11. Public Comment - None
12. Executive Session (5 ILCS 120/2 (c)(4) - None
13. Adjournment.


Motion by Gehm, second by Pietryla to adjourn the meeting at 4:49 pm.

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

**Motion Carried**

:ms



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 4</b>
	<b>Title:</b>	Recommendation to approve a proposal for an F-2 Liquor License Application for IH Cigar, LLC, dba The Idle Hour, located at 11 S. 2 <sup>nd</sup> Ave, St. Charles	
	<b>Presenter:</b>	Acting Police Chief Rich Clark	
<b>Meeting:</b> Liquor Control Commission <b>Date:</b> August 18, 2025			
<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>IH Cigar, LLC, dba The Idle Hour, located at 11 S. 2<sup>nd</sup> Avenue, is requesting approval of an F-2 liquor license application for their business.</p>			
<b>Attachments</b> (please list): <p>Liquor License</p>			
<b>Recommendation/Suggested Action</b> (briefly explain): <p>Recommendation to approve a proposal for an F-2 Liquor License Application for IH Cigar, LLC, dba The Idle Hour, located at 11 S. 2<sup>nd</sup> Avenue, St. Charles.</p>			





# Memo

Date: 8/12/2025

To: Clint Hull, Mayor-Liquor Commissioner

From: Rich Clark, Deputy Chief of Police

Re: Background Investigation- IH Cigar, LLC., dba The Idle Hour, 11 S. 2<sup>nd</sup> Ave., St. Charles  
(Class F-2 / BYOB)

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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.

The Idle Hour will be located at 11 S. 2<sup>nd</sup> Ave, which is currently under complete renovation. The owners, Christopher Curren and Curtis Hurst, plan to open sometime in late October to early November of 2025. The business will operate as both a cigar lounge and cigar retail establishment. Additionally, patrons will be able to bring in their own sealed alcohol to consume on-site while socializing. No alcohol will be stored on-site.

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

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



# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Christopher Curran & Curtis Hurst

BUSINESS: IH Cigar LLC/dba The Idle Hour

ADDRESS: 11 S. 2nd Ave, St. Charles

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

\* COMMENTS: Business is under renovation. No site visit conducted.

INVESTIGATOR ASSIGNED [REDACTED]

SUPERVISOR REVIEW: [REDACTED]





# Memo

Date: 08/07/2025  
To: Acting Chief Rich Clark #321  
From: Acting Deputy Chief Drew Lamela #340  
Re: Liquor License Background / IH Cigars, LLC dba The Idle Hour

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The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for F-2 Carry-in/store liquor license for the business, The Idle Hour, located at 11 S. 2<sup>nd</sup> Avenue. Class F-2 Carry-in/store is an on premises license that shall authorize the carry-in of beer, wine or spirits into a commercial business and place of public accommodation in which social interaction takes place (social club) that does not sell alcoholic beverages, and the aforementioned items can either be securely stored on the premises in a secured locker or carried away.

## Applicants:

Curren, Christopher J.

DOB [REDACTED]  
[REDACTED]  
[REDACTED]  
Telephone: [REDACTED]

Hurst, Curtis

DOB: [REDACTED]  
[REDACTED]  
[REDACTED]  
Telephone: [REDACTED]

## Application:

The application was received on 07/11/2025. The application is complete to include a lease, menu, Certificate of Insurance (Dram Shop), floor plan and Basset Certifications. The Basset Certifications are for Christopher Curren and Curtis Hurst. Curtis does not plan on working / serving alcohol at the establishment in any capacity. Curtis owns 25% of the business and will only provide financing for the business.

A check of the Illinois Secretary of State showed IH Cigar, LLC in active status. IH Cigar, LLC, dba The Idle Hour was filed on 04/18/2025.

A check of the Illinois Liquor Control Commission revealed no record of Curtis Hurst ever possessing an Illinois Liquor License.





A check of the Illinois Liquor Control Commission revealed that Christopher possess an Illinois Liquor License for The Graceful Ordinary, located at 3 E. Main Street in St. Charles, Illinois. (IL License #1A-1148122)

Christopher Curren and Curtis Hurst submitted fingerprints to both the FBI and Illinois Bureau of Identification. All prints came back with negative criminal histories.

**Records Check: Curtis Hurst**

A check in the Kane County Aegis system revealed no record with Curtis Hurst.

A check with New World system revealed no negative contact with Curtis Hurst.

A check with the DeKalb County, DuPage County, Cook County Kane County and Will County Circuit Clerk's Office showed current or prior cases for Curtis Hurts.

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

**Records Check: Christopher Curren**

A check in the Kane County Aegis system revealed no negative contact with Christopher.

A check with New World records revealed no negative contact with Christopher.

A check with DeKalb County, DuPage County, Cook County, Kane County and Will County Circuit Clerk's Office shows no prior or current cases with Christopher.

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

The Hampshire Police Department has no negative contact with Christopher Curren.



### **Applicant Interview**

On 07/16/2025, at 1000 hours, I met with Christopher Curren at the St. Charles Police Department reference this background investigation. Christopher signed all required waiver forms to allow me to complete this background investigation.

Christopher stated The Idle Hour will be located at 11 S. 2<sup>nd</sup> Avenue in St. Charles, Illinois. It should be noted that on 05/07/2025, I completed a Tobacco License for Christopher for this location. Christopher stated that The Idle Hour will operate as both a cigar lounge and a cigar retail establishment. Additionally, patrons will be able to bring in their own alcohol to consume while socializing.

Christopher stated that he plans to hire five additional employees along with a new manager. He stated that no alcohol will be stored on-site, as the business will operate strictly as a BYOB establishment. He noted that the business is currently undergoing a full renovation and is expected to open between late October and early November 2025. Christopher also confirmed that Curtis will have no role in operating the business.

Due to The Idle Hour being renovated, an on-site inspection was not conducted.

This concludes this background investigation.

Respectfully submitted,

Acting Deputy Chief of Police Drew Lamela #340








## City of St. Charles License Certification

<b>Applicant Name</b> <u>IH CIGARS, LLC</u>	<b>Business Name</b> <u>THE 10LE HOUR</u>
<b>Type of License:</b> <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	<b>Business Address</b> <u>17 S. 2<sup>ND</sup> AVE</u> <u>ST. CHARLES, IL 60174</u>

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

  
Applicant's Signature

7/11/25  
Date

State of Illinois

County of Kane

Signed before me this 11<sup>th</sup>  
day of July, 20 25,  
by Christopher J. Curran

  
Notary Public

(SEAL)





**Illinois**  
**Limited Liability Company Act**  
Application to Adopt an Assumed Name

FILE # 15911727

Secretary of State Alexi Giannoulas  
Department of Business Services  
Limited Liability Division  
Room 351 Howlett Building  
501 S. Second St.  
Springfield, IL 62756  
www.ilsos.govFiling Fee: 150.00  
Approved: MJHFILED  
Apr 18, 2025  
Alexi Giannoulas  
Secretary of State

1. Limited Liability Company Name: IH CIGAR, LLC
2. State under the laws of which the company is organized: IL
3. The Limited Liability Company intends to adopt and transact business under the assumed name of:
- THE IDLE HOUR

The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until 03/01/2030, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

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

Dated Apr 18, 2025  
Month & Day Year  
CURREN, CHRISTOPHER J  
Name  
MANAGER  
Title

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



Form **LLC-5.5**

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

**FILE # 15911727**

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

**Filing Fee:** \$150

**Approved By:** MJH

**FILED**

**MAR 07 2025**

**Alexi Giannoulias  
Secretary of State**

1. Limited Liability Company Name: IH CIGAR, LLC
2. Address of Principal Place of Business where records of the company will be kept:  
11 S. 2ND AVE  
ST. CHARLES, IL 60174
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:  
NATHAN D. SCURTU  
1415 W 22ND ST STE TOWER  
OAK BROOK, IL 60523-2055
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:

CURREN, CHRISTOPHER J

**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: MARCH 07, 2025

NATHAN D. SCURTU  
1415 W. 22ND STREET, STE TOWER  
OAK BROOK, IL 60523





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2025

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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> Digital Insurance LLC-Sycamore, IL 427 N Kirk Rd. Suite 113 Geneva IL 60134	<b>CONTACT NAME:</b> Cecelia Smart <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> cecelia.smart@onedigital.com	<b>FAX (A/C, No):</b>
<b>INSURED</b> IH Cigar, LLC DBA The Idle Hour 17 S 2nd Ave Saint Charles IL 60174	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Specialty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 22608

License#: 100310866  
IHCIGAR-01**COVERAGES****CERTIFICATE NUMBER:** 1820565758**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		JFL/LIQ/248261	7/1/2025	7/1/2026	Combined Limit 1,000,000

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

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ilsos.gov (<https://www.ilsos.gov/>) Official Website of the Illinois Secretary of State [Here's how you know](#) ✓



ILLINOIS SECRETARY of STATE  
**ALEXI GIANNOULIAS**

(<https://www.ilsos.gov/>)

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Driver's Licenses & ID  
(<https://www.ilsos.gov/>)

Vehicles, Plates &  
Titles

Business  
Services

More  
Services

## Business Entity Search

### Entity Information

#### Entity Name

IH CIGAR, LLC

#### Principal Address

11 S. 2ND AVE  
ST. CHARLES, IL 601740000

#### File Number

15911727

#### Status

ACTIVE on 03-07-2025

#### Entity Type

LLC

#### Type of LLC

Domestic

#### Org. Date/Admission Date

03-07-2025

#### Jurisdiction

IL

#### Duration

PERPETUAL

#### Annual Report

##### Filing Date

00-00-0000

##### Annual Report

##### Year

#### Agent Information

NATHAN D. SCURTU

1415 W 22ND ST STE TOWER



OAK BROOK, IL 60523-2055

**Agent Change Date**

03-07-2025

**Services and More Information**

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

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

**Managers****Address**

CURREN, CHRISTOPHER J



Showing 1 to 1 of 1 entries

Previous

1

Next

English



# license details

[← RETURN TO SEARCH RESULTS >](#)

## License

### License Number

1A-1148122

### License Class

1A - RETAILER

### Retail Type

ON-PREMISES CONSUMPTION

### Sales Tax Account #

43884131

### Issue Date

05/13/2025

### Expiration Date

05/31/2026

### Application Status

Renewal

### License Status

Active

## Business

### Licensee Name

CJC RESTAURANT GROUP LLC

### Business Name

THE GRACEFUL ORDINARY

### Address

3 E. MAIN STREET  
SAINT CHARLES IL, 601741925

### County

KANE

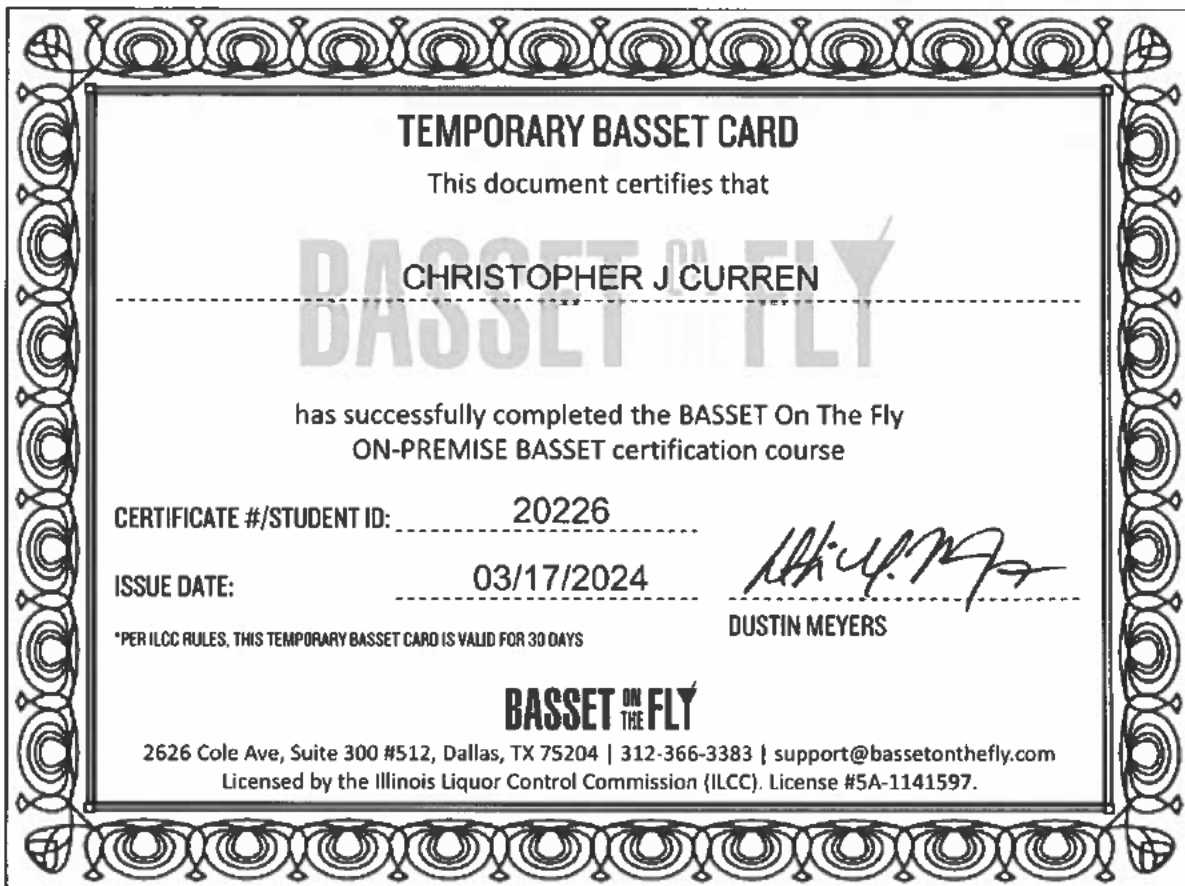
### Type

Restaurant

### Owners

CURREN, CHRISTOPHER LLC MANAGER 100.00





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.

Within 30 days, your official 3-year BASSET card will be issued electronically by the ILCC and available for download at <https://mytax.illinois.gov/?link=basset>.



# BASSET Card



01/01

CHRISTOPHER J. CURREN  
352 E JACKSON AVE  
HAMPSHIRE IL 60140

March 29, 2024



Letter ID: L1832480808

License No.: 5A-1141597  
Expiration Date: 3/17/2027  
License Type: Basset Card

**Your "Student ID number" is: 20226**

**Your "Trainer's ID number" is: 5A-1141597**

**Your BASSET Card is located BELOW**

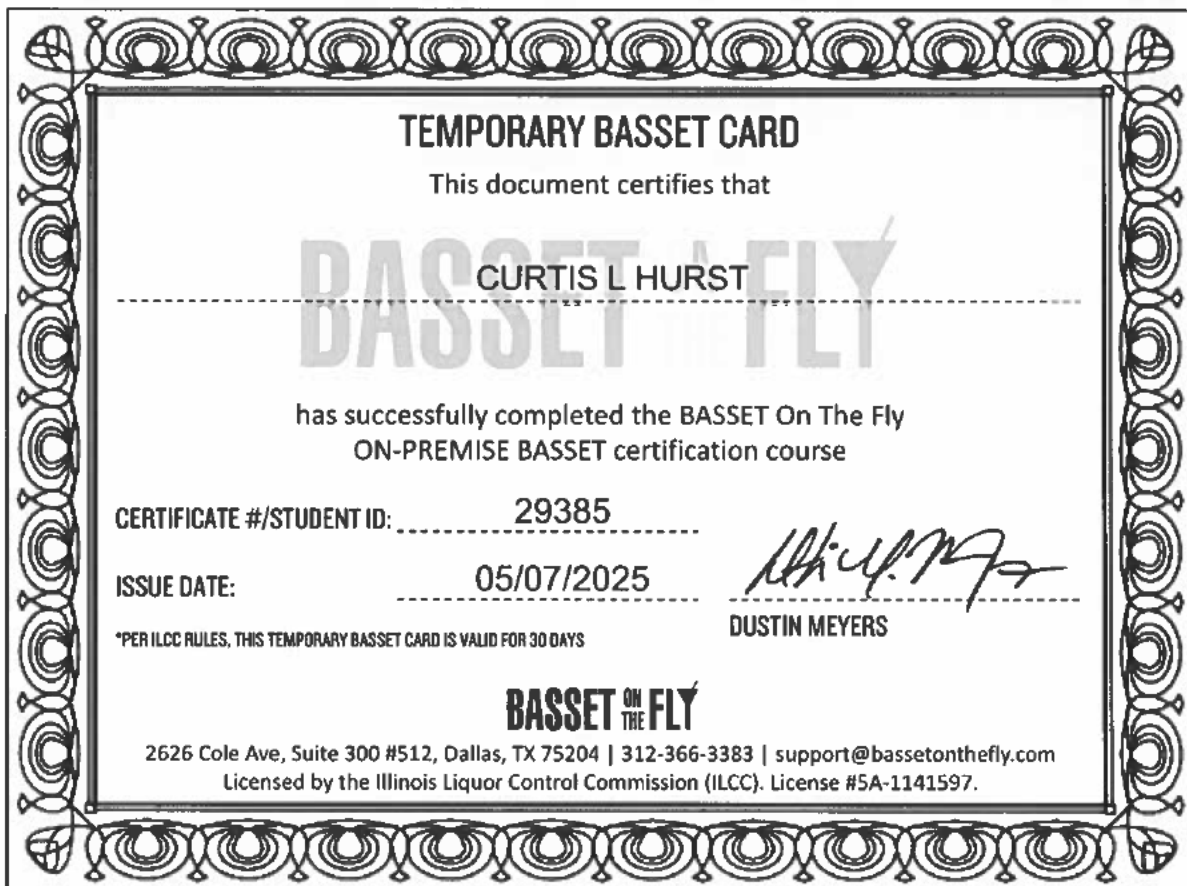
**DO NOT throw away this letter as you will need your  
"Student ID number" directly above to re-print your card.**

### 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).

<p><b>ILLINOIS LIQUOR CONTROL COMMISSION</b> 50 W. Washington Street, Suite 209 - Chicago, IL 60601 <b>BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</b></p> <p><b>Date of Certification: 3/17/2024 Expires: 3/17/2027</b> Trainer's IL Liquor License Number: 5A-1141597 <b>CHRISTOPHER J CURREN</b></p> <p><b>**Card is not transferrable**</b></p>
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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.

Within 30 days, your official 3-year BASSET card will be issued electronically by the ILCC and available for download at <https://mytax.illinois.gov/?link=basset>.



# BASSET Card



01/01

CURTIS L. HURST  
5 E MAIN ST.  
ST CHARLES IL 60174

May 15, 2025



Letter ID: L0510741416

License No.: 5A-1141597  
Expiration Date: 05/07/2028  
License Type: Basset Card

**Your "Student ID number" is: 29385**

**Your "Trainer's ID number" is: 5A-1141597**

**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).

<p><b>ILLINOIS LIQUOR CONTROL COMMISSION</b> 50 W. Washington Street, Suite 209 - Chicago, IL 60601 <b>BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</b> <b>Date of Certification: 05/07/2025 Expires: 05/07/2028</b> Trainer's IL Liquor License Number: 5A-1141597 <b>CURTIS L HURST</b> </p>
<p><b>**Card is not transferrable**</b></p>



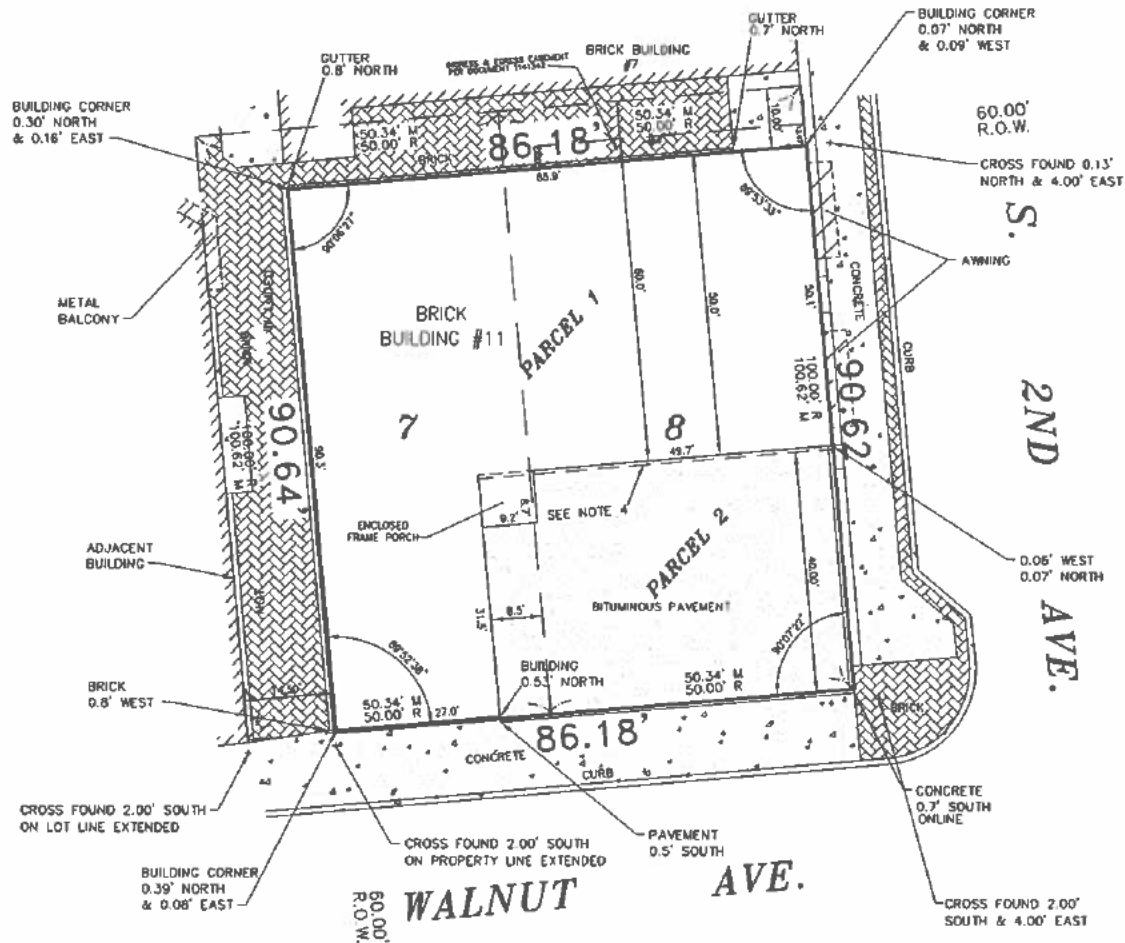
# PLAT OF SURVEY

## PARCEL 1:

THE SOUTHERLY 50 FEET OF THE NORTH 50 FEET OF LOT 8 AND ALL OF LOT 7 (EXCEPT THE NORTH 10 FEET AND EXCEPT THE WEST 14 1/2 FEET AND EXCEPT THE EAST 8 1/2 FEET OF THE SOUTH 40 FEET), IN BLOCK 2 OF ORIGINAL TOWN OF ST. CHARLES, KANE COUNTY, ILLINOIS.

## PARCEL 2:

THE EASTERLY 8.5 FEET OF THE SOUTHERLY 40 FEET OF LOT 7 AND THE SOUTHERLY 40 FEET OF LOT 8 IN BLOCK 2 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE EAST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



## NOTES:

- SUBJECT PROPERTY AREA: 7810 SQ FT MORE OR LESS
  - PROPERTY SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS PER DOC. 93K101482, 93K101485, 2013K043775, 2015K012034, 2015K012035, & 2015K012036. SAID DOCUMENTS WERE NOT SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT. SEE TITLE COMPANY AND DOCUMENTS FOR PARTICULARS.
  - PROPERTY SUBJECT TO LIMITED EASEMENT FOR INGRESS AND EGRESS PER COUMENT 1141312
  - LEGAL DESCRIPTIONS CAUSE A GAP BETWEEN PARCEL 1 AND PARCEL 2.
- PREPARED FOR: LAW OFFICE OF MARK E. EDISON, P.C.



**Urchell and Associates, Inc.**  
Land Surveying Services

PHONE 708.925.7155  
FAX 773.296.9600  
WEBSITE [www.urchellandassociates.com](http://www.urchellandassociates.com)

DESIGN PERM REGISTRATION #104-004084



FIELD WORK COMPLETED: 09/18/23

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 09/18/23

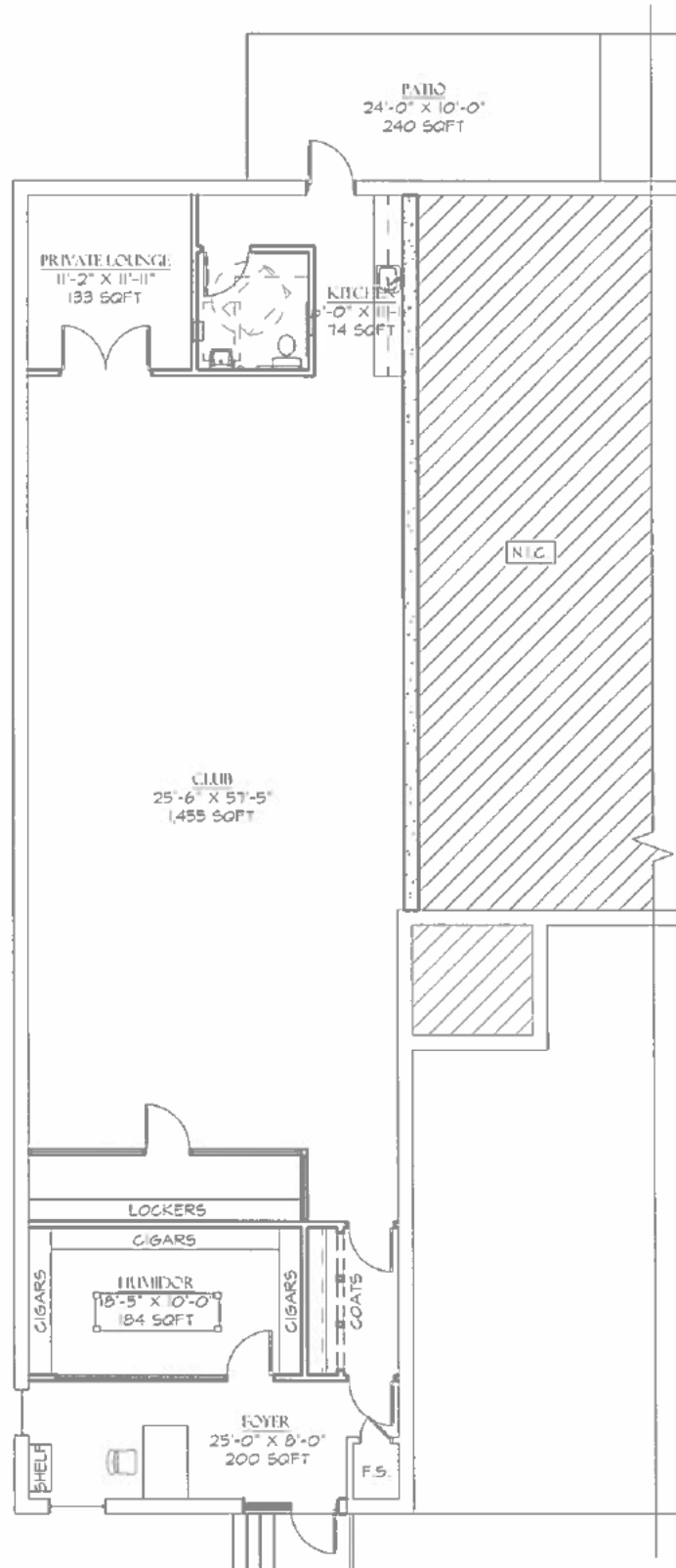
*Robert J. Urchell*

ROBERT J. URCELL I.P.L.S. No. 3438  
LICENSE RENEWAL DATE: NOVEMBER 30, 2024  
SURVEY No. 23-09-011

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.





NORTH

# FRONTIER - THE IDLE HOUR

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

LOCATION

PLAN # 1  
PROJECT# 23014

**BÂTIR**  
BE BORN • BEAT IT • BUILD IT • BELIEVE IT

BATIR ARCHITECTURE, LTD.  
1121 E. MAPLE ST. SUITE 230, ST. CHARLES, IL 60174  
PHONE: 630-311-5109 FAX: 630-311-5919  
WWW.BATIRARCH.COM



**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: 1H Cigars, LLC

DBA: 10LE HOUR

Phone: 312-622-0980 Fax: N/A

E-mail: chris@thegracefulordinary.com

Address: 17 S. Second St.

City: ST. CHARLES

State: IL

ZIP  
Code: 60174

Expected date of business opening (Required): SEPT. 1<sup>st</sup> 2025

**TAX PREPARER INFORMATION**

Name of Tax Preparer: JEROME WRIGHT & ASSOCIATES

Phone: 847-675-5991 Fax: N/A E-mail: ben@jiwright.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.**



## CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this Consent) is made as of April 1, 2025 by and among STC 1117 LLC, an Illinois limited liability company ("Landlord"), and O&D Hospitality ("Sublandlord") and IH Cigar, LLC ("Subtenant").

### **RECITALS:**

**WHEREAS**, Sublandlord is presently leasing approximately 5,700 square feet of rentable area in in the retail space known as 11-17 South 2<sup>nd</sup> Ave. St Charles, IL 60174 (the "Leased Premises") from Landlord, pursuant to that certain Lease dated March 1, 2025, and executed between Sublandlord and STC 1117, LLC by and through its manager, STC 1117 LLC (the "Master Lease");

**WHEREAS**, Sublandlord and the Subtenant have entered into a Commercial Sub-Lease agreement dated April 1, 2025 attached hereto as Exhibit A (the "Sublease") for the sublease by the Subtenant of approximately 2,450 square feet of space known as 11 South 2<sup>nd</sup> Ave, St. Charles, IL 60174 (the "Subleased Premises"). commencing on April 1, 2025. The term shall be for the same Initial Lease Term as provided in the Master Lease.

**WHEREAS**, Landlord is willing to consent to Sublandlord's sublease of the Leased Premises to Subtenant subject to the terms and conditions hereinafter set forth herein. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Lease, as applicable.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Sublandlord and Subtenant agree as follows:

1. Landlord consents to the Sublease, provided that such Consent is expressly limited to the Sublease to Subtenant and shall not be deemed to be authorization for or consent to any further or other assignment or subletting. Furthermore, this Consent shall in no way affect, release or discharge Sublandlord and any other person or entity obligated under the Master Lease of or from liabilities and responsibilities, whether past, present or future, under terms of the Master Lease. This Consent is expressly condition upon Sublandlord remaining principally liable and responsible for all liabilities and responsibilities of "Tenant" under the Master Lease.



2. The Sublease and all rights of Subtenant are subject and subordinate to all terms, conditions and provisions of the Master Lease. In the event of any conflict between the terms and provisions of the Master Lease and the Sublease or any other agreement between Sublandlord and Subtenant, the terms and provisions of the Master Lease shall prevail, and, upon termination of the Master Lease or Landlord taking possession of the Leased Premises for any reason whatsoever, the rights of Subtenant to occupy the space demised by the Sublease shall immediately terminate provided, however, upon termination of the Lease or re-entry or repossession of the Leased Premises by Landlord, Landlord may, at its option, take over all of the right, title and interest of Sublandlord, as sublandlord under the Sublease, whereupon Subtenant shall attorn to Landlord and Landlord shall not be (i) liable for any previous act or omission of Sublandlord under the Sublease, (ii) subject to any defense or offset previously accrued in favor of Subtenant against Sublandlord, or (iii) bound by any previous modification of the Sublease made without Landlord's written consent or by any previous prepayment of more than one (1) month's rent. Landlord may at any time enforce the Lease against any or both of Sublandlord and Subtenant as Landlord deems appropriate.

3. This Consent shall not be deemed a waiver by Landlord of the right to approve any assignment or subsequent subletting pursuant to the Master Lease or a consent to any other matter for which Landlord's consent is required under the Lease, nor shall Landlord be bound or estopped in any way because of the Consent granted herein. Notwithstanding anything to the contrary set forth in the Sublease, Subtenant shall not be permitted to assign the Sublease or sublet the Leased Premises or allow occupancy of the Leased Premises by any other party.

4. Subtenant acknowledges receipt of a copy of the Master Lease.

5. Notwithstanding anything set forth to the contrary in the Sublease, there shall exist no privity of contract or privity of estate between Landlord and Subtenant, but Landlord's right to enforce the terms and provisions hereof shall not thereby be limited.

6. Sublandlord hereby agrees to indemnify and defend and save Landlord harmless from and against any claim, loss, damage, cost, obligation, liability, or expense whatsoever which Subtenant may sustain, suffer, or incur in connection with the Sublease where the cause of action or basis of the claim accrued or arose on or after the Sublease Effective Date. The provisions of this section shall survive termination of the Lease or any renewal thereof.

7. This Consent sets forth the entire agreement between the parties with respect to the subject matter set forth herein and may not be modified, amended, or altered except by subsequent written agreement between the parties. A defemination that any provision of this Consent is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or .pdf copy of this Consent shall be deemed an original for all relevant purposes.

SIGNATURE PAGE TO FOLLOW



IN WITNESS **WHEREOF**, the parties hereto have caused this Consent to be executed by their duly authorized representatives effective as of the date first above written.

LANDLORD:

STC 1117 LLC  
an Illinois limited liability company

[REDACTED]

By: Conrad Hurst, its Manager

SUBLANDLORD:

O&D Hospitality LLC  
an Illinois limited liability company

[REDACTED]

By: Christopher Curren, its Manager

SUBTENANT:

IH Cigar LLC  
an Illinois limited liability company

[REDACTED]

By: Christopher Curren, its Manager



## GUARANTOR ACKNOWLEDGEMENT, CONSENT, AND RATIFICATION

The undersigned, Christopher Curren ("Guarantor") hereby (i) consents to the Sublease, (ii) re-affirms, confirms, ratifies and agrees that the Guaranty of the Master Lease, made by Guarantor as of March 1, 2025 ("Guaranty"), (iii) acknowledges and agrees that the Guaranty shall remain in full force and effect as to all of the liabilities and obligations thereby guaranteed to Landlord, notwithstanding the Sublease, and (iv) acknowledges that Guarantor has no defenses, claims or rights of set off against the Landlord or otherwise under the Guaranty.

GUARANTOR:

  
Christopher Curren, individually



**EXHIBIT "A"**

LEASE PAGES TO FOLLOW



COMMERCIAL SUB-LEASE

Landlord: O&D Hospitality LLC

Landlord's Address: 325 E Jackson Ave., Hampshire, IL 60140

Tenant: IH Cigar IL LLC

Tenant's Address: 11 South 2<sup>nd</sup> Ave, St. Charles, IL 60174

Lease Execution Date: April 1, 2025

Tenant's Exclusive Authorized Use: cigar lounge experience

Leased Premises: 11 South 2<sup>nd</sup> Ave, St. Charles, IL 60174

Rentable Area: Approximately 2,450 square feet

Lease Commencement Date: Upon Execution

Lease Term: As provided in Master Lease, with Tenant Option to Terminate with 180 Days' Notice

Annual Base Rent: \$78,400

Prorated Share of Common Area Maintenance and Taxes: As provided in Master Lease.

Security Deposit: None

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK



1. **PARTIES.** This LEASE, made and executed by and between O&D HOSPITALTY LLC, as "Landlord," and IH Cigar LLC, as "Tenant." Landlord and Tenant covenant with each other as follows.
2. **LEASE PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain premises located at 11 South 2<sup>nd</sup> Ave, St. Charles, IL 60174, consisting of approximately 2,450 square feet, hereinafter referred to as "the Premises," together with those appurtenances specifically granted in this Lease.
3. **SUB-LEASE:** The parties hereto acknowledge and agree that Landlord is not the owner of the Premises and leases the Premises from STC 1117 LLC, pursuant to a Lease dated March 1, 2025, and executed between Landlord and STC 1117 LLC. The aforementioned lease dated March 1, 2025 between Landlord and STC 117 LLC shall hereinafter be referred to as the Master Lease. STC 1117 LLC shall hereinafter be referred to as Master Lessor. The parties acknowledge and agree that Landlord's right to possession to the Premises is subject to the Master Lease. As such, the provisions of this Commercial Sub-Lease shall be interpreted, where applicable, so as not to conflict with the provisions and requirements of the Master Lease.
4. **TERM.** The term of this Commercial Sub-Lease shall be for the same Initial Lease Term as provided in the Master Lease. Provided. The parties further acknowledge and agree that this paragraph shall not be interpreted to create a month-to-month lease, nor in any way to provide Landlord with an option to terminate this Commercial Sub-Lease.
5. **MONTHLY LEASE PAYMENTS.** The amounts owed by Tenant hereunder shall be those amounts provided for in the Master Lease contained in Sections 1.1.15, 1.1.22, 1.1.23, and 1.1.24 during the Initial Term as stated therein. The parties further acknowledge and agree that Tenant, at its sole option, may make such payments directly to Master Lessor. If Tenant so elects, any amounts due from Tenant hereunder shall be deemed properly paid when tendered to Master Lessor.
6. **TRADE NAME.** Tenant shall operate its business in the premises under the trade name of IH Cigar. The parties shall cooperate in good faith to procure approval of this trade name from Master Lessor.
7. **UTILITIES.** Tenant agrees to pay promptly, as the same become due and payable, all bills for all water, gas, electricity, heat, refuse pick-up, sewer service charges, and any other utilities, materials, and services furnished to or used by Tenant on or about the premises, in addition to the rents and other payments herein reserved.
8. **PRIMARY USE OF THE PREMISES.** Tenant may use the premises for a cigar lounge experience. The parties hereto acknowledge and agree that they will use their best efforts to take all actions necessary to obtain approval from Master Lessor of the uses contemplated herein. The parties hereto further acknowledge and agree that they shall use their best efforts to take all actions necessary to obtain the right to an Exclusive Use for the aforementioned uses as provided in the Master Lease from Master Lessor.
9. **FLOOR AREA.** "Floor area" means separately, with respect to the building and demised (including the premises), the aggregate of the actual number of square feet of floor space, within the exterior faces of



the exterior walls (except party walls as to which the center thereof instead of the exterior faces thereof shall be used).

10. **RULES AND REGULATIONS FOR THE PREMISES AND COMMON AREAS.** Tenant shall ensure that it complies with all requirements of the Master Lease and all rules and regulations relating to the use of the Premises, the parking areas and the accommodation areas, and any part or parts thereof as may be promulgated by Master Lessor pursuant thereto. Landlord shall notify Tenant of all requirements, rules and regulations in writing. Tenant shall be given immediate written notice of all changes thereto.
11. **SIGNS AND OTHER ADVERTISING.** Tenant shall not erect or install any exterior or interior window or door signs or advertising media or window or door lettering, or placards without Landlord and Master Landlord's written consent, which consent shall not be unreasonably withheld. Any exterior sign which Tenant wishes to install shall be in strict conformance with Master Landlord's sign criteria as to design, material, colors, location, size and style of lettering. Tenant agrees not to use any advertising media or other media that shall be deemed objectionable to Master Landlord. Tenant shall not install any exterior decorations or painting, or building any fences or make any changes to the store front without Master Landlord's written consent.
12. **FURTHER ASSURANCE.** Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions hereof.
13. **ASSIGNMENT.** Tenant shall not assign this Lease or any interest herein (and in the event there is more than one Tenant, no Tenant shall assign its interest to any other Tenant or Tenants), or mortgage or hypothecate this Lease or any interest herein, or permit the use of the premises by any person or persons other than Tenant, or sublet the premises in whole or in part, without Landlord and Master Lessor's prior written consent. Tenant understands that if consent to the assignment is obtained, Tenant shall remain liable for performance of the Lease during the entire term thereof.
14. **SUCCESSORS AND ASSIGNS.** The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Landlord and Tenant, subject to the provisions of this Lease.
15. **REMEDIES FOR DEFAULT.** Should Tenant's interest herein, or any part thereof, be assigned or transferred, either voluntarily or by operation of law, including, without limitation, the filing of a petition by or against Tenant, or any member of Tenant if Tenant be a partnership or joint venture, under any insolvency or bankruptcy act, or should Tenant make a general or any assignment for the benefit of its creditors, or should Tenant fail to (i) make any payment punctually when due, of any sum due under this Lease; or (ii) perform any other term, covenant, or condition herein promptly when such performance is due, then, in any of which events, Landlord shall have the right, (i) declare this lease at an end, in which event the Lease shall be terminated; (ii) without terminating this lease, may relet the premises, or any part thereof, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable in which event the rents received on such reletting shall be applied toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sum, Tenant shall pay Landlord any deficiency monthly. Notwithstanding language in this paragraph to the contrary, it is agreed that any re entry on the part of the landlord shall



only be in conformance with the statutes of the State of Illinois which govern Eviction and other statutes which would affect Tenant's obligations.

For the purpose of this paragraph, no default shall be deemed to have occurred until said violation or breach has existed for fifteen (15) days and Tenant shall have fifteen (15) days from written notice of violation or breach to cure same before legal action can be commenced.

**16. NOTICES.** All notices, statements, demands, requests, consents, approvals, authorization, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, by personal service, or, if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows: To Tenant at the Premises, and to 325 E Jackson Ave, Hampshire Illinois 60140.

**17. GOVERNING LAW.** The lease shall be governed by and construed in accordance with the applicable laws of the State of Illinois.

**18. COMPLETE AGREEMENT.** This lease and the Exhibits and Addendum, if any, attached hereto, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the premises.

**19. CONSTRUCTION.** Whenever the singular number is used in this Lease and when required by context, the same includes the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, joint venture, firm or association. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall not have effect upon the construction or interpretation of any part thereof. Time is and shall be of the essence of each term and provisions of this Lease. Except as otherwise expressly stated, each payment provided to be made by Tenant shall be in addition to and not in substitution for the other payments to be made by Tenant.

**20. SEVERABILITY.** The unenforceability, invalidity or illegality of any provision shall not render the other provisions of this Lease unenforceable, invalid or illegal.

**21. QUIET ENJOYMENT.** Landlord covenants and agrees that Tenant shall, at all times during said term, have the quiet enjoyment and possession of said premises.

SIGNATURE PAGE TO FOLLOW



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

**LANDLORD:**

O&D Hospitality LLC

By: 

Christopher Curren  
Its: Manager


**TENANT:**

IH Cigar LLC

By: 

Christopher Curren  
Its: Manager



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 5</b>
	<b>Title:</b>	Recommendation to approve a proposal for a C-4 Liquor License Application for Rec Haus, located at 12 N 3 <sup>rd</sup> St, St. Charles	
	<b>Presenter:</b>	Acting Police Chief Rich Clark	
<b>Meeting:</b> Liquor Control Commission <b>Date:</b> August 18, 2025			
<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>Rec Haus, located at 12 N 3<sup>rd</sup> Street, is requesting approval of a C-4 liquor license application for their business.</p> <p>This location was previously the Alibi Bar &amp; Grill.</p>			
<b>Attachments</b> (please list): <p>Liquor License</p>			
<b>Recommendation/Suggested Action</b> (briefly explain): <p>Recommendation to approve a proposal for a C-4 Liquor License Application for Rec Haus, located at 12 N 3<sup>rd</sup> Street, St. Charles.</p>			





# Memo

Date: 8/12/2025  
To: Clint Hull, Mayor-Liquor Commissioner  
From: Rich Clark, Deputy Chief of Police  
Re: Background Investigation- Rec Haus, 12 N. 3<sup>rd</sup> St., St. Charles (Class C-4/Self Pour Establishment)

---

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.

Rec Haus is located at 12 N. 3<sup>rd</sup> St, which has been known as the Alibi Bar and Grill for the past few years. The owner, Erik Gilly, is currently renovating the business and intends to open on or before October 3<sup>rd</sup>, 2025. The business will operate as a social entertainment venue, with several indoor games and arcades, and offering pizzas, soft pretzels and panini sandwiches.

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

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





# Memo

Date: 8/13/2025  
To: Chief of Police  
From: Detective R. Haywood #366  
Re: Rec Haus

DL\*340

The purpose of this memo is to document the background investigation of Erik Gilly who applied for a C4 liquor license and his intended business of Rec Haus to be located at 12 N. 3<sup>rd</sup> Street, the previous address of Alibi. A C4 liquor license is a self service pouring beer, wine, cider, and seltzer, only for consumption on premises of a tavern, bar, or a saloon.

Applicant No. 1

Gilly, Erik

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- currently lives at the above address and has resided there for the past 5 years. He previously resided at:
  - [REDACTED]
    - No records with Naperville PD
  - [REDACTED]
    - Huntley PD reported a 2018 written warning for improper passing of an emergency vehicle.
- There are no New World contacts for Erik Gilly
- Erik Gilly returns no records found in Aegis Link
- Erik reported he is a U.S. Citizen born in Barrington Illinois.
- His fingerprint results indicated the following:



- No Record on file through the State of Illinois
- Erik's FBI response indicated a dismissed theft charge from the Charleston Illinois Police Department with a print date of 03/19/2010
- I-CLEAR results indicated a possible traffic contact August 23, 2014. The listed address for the driver was 3640 N. Ashland Avenue in Chicago.
- Erik's TLO full comprehensive report has been reviewed and is available upon request. The report indicates the 2010 theft charge 2010CM644 which has been dismissed as well as a speeding citation in 2007. The report does not indicate anything prohibitive of obtaining a liquor license.
- Erik provided a copy of his Illinois Basset on the Fly Certification number 30391 issued 06/11/2025
- Erik has had prior liquor licenses in the Aurora Illinois, but not in St. Charles. He reports that he has had no violations. After being granted his license in Aurora, a deal fell through and he did not open Rec Haus in Aurora.
- A search was conducted through the Illinois Liquor Control Commission website, and no Illinois State Liquor Licenses were able to be located.
- Kane County Clerk – No cases match search
- DeKalb County Clerk – No records found
- DuPage County Clerk – No defendants found
- Cook County Clerk – No matching records found
- Will County Clerk – No cases matching search

### Rec Haus

*12 N. 3<sup>rd</sup> Street, St. Charles IL 60174*

- Rec Haus currently has a \$0.00 liquor inventory. They believe their opening inventory will be between \$15,000-\$20,000.00 when granted their license.
- Rec Haus plans to have a soft opening and start selling liquor on September 26th 2025.
- A site visit has not been conducted as the owner, Erik Gilly, has not yet acquired the property. The building will begin renovations on August 1<sup>st</sup>, 2025. He intends to install glass garage windows, remove some walls, change flooring, and other renovations. He advises the main bar, kitchen, and restrooms will remain mostly the same. He also intends to install a self-pour beer tap wall.
- The intended opening date of Rec Haus is scheduled to be on or before 10/03/2025.
- Rec Haus has included a copy of their lease agreement dated June 16<sup>th</sup>, 2025. The lease agreement indicates that it terminates on the last day of the fifth year of the lease. The agreement is signed by Erik and Morgan Gilly.



- Rec Haus included a copy of their intended floor plan options, see attached.
- Rec Haus LLC has a filing with the Illinois Secretary of State filed September 4<sup>th</sup> 2024 for an address of 100 South River Street in Aurora file number 15181184. There is another filing indicated that November 22<sup>nd</sup>, 2024 there was a changing of the registered agent from Zenbusiness Inc. to the Bernicky Law Firm P.C. Both forms list Erik Gilly as Manager.
- Erik Gilly reported he is the full owner of Rec Haus and will soon begin the process of hiring a general manager. He stated that he has wanted to have his business in St. Charles as it has a good night life, the city pours itself into the downtown business district, and he believes his bar would be a good fit. He anticipates his primary audience to be adults over the age of 35.
- The website, [www.rec-haus.com](http://www.rec-haus.com) describes itself as “An activity and game bar: downtown St. Charles’s entertainment destination”. It lists an email address of [info@rec-haus.com](mailto:info@rec-haus.com). Under the “Get to know Rec Haus” it lists 8,000 square feet, 24 local draft beers, 35 different games, 3 skeeball machines, 2 shuffleboard tables, 1 memorable time. It also advertises Bocce Ball, Bags or cornhole, putter pong, beanbag pong, pinball, table games, and other games and activities. The menu tab indicates they will also serve pizza, giant soft pretzels, and gourmet paninis. They are reporting their hours will be:
  - Sunday – 11AM – 12AM
  - Monday – Closed
  - Tuesday – Thursday – 3PM – 12AM
  - Friday – Saturday – 11AM – 2AM
- The self-pour draft wall process was described as a five step process as follows:
  - Request Access – Guests approach the hostess stand or the bartender to request access to the self-pour draft wall. All hosts/hostesses and bartenders are BASSET-certified.
  - Verify & Issue RFID – The guest presents a valid ID and credit card, then receives either an RFID card or wristband (guest’s choice).
  - Select & Pour – Guests choose a glass from the shelf below the taps, scan their RFID device at their chosen tap, and begin pouring.
  - Track & Charge – The PourMyBeer system records the exact number of ounces poured. Guests are charged based on the total ounces and their consumption is monitored in real time.
  - Consumption Check – After 32 ounces (two pints) are poured, the RFID device automatically deactivates. The guest must return to the hostess stand or bar for reactivation, allowing a BASSET-certified staff member to check in and ensure responsible consumption.
  - More information can be located at: <https://pourmybeer.com/faq/>



- Rec Haus will be located inside of ward 4
- A certificate of liability insurance ACORD is attached

This concludes this background investigation.

Respectfully Submitted - Detective Russell Haywood #366





# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Gilly, Erik

BUSINESS: Rec Haus

ADDRESS: 12 N. 3rd Street, St. Charles IL 60174

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

\* COMMENTS: Site visit not conducted due pending renovations of the building.

INVESTIGATOR ASSIGNED: Det. Haywood

SUPERVISOR REVIEW [REDACTED]



**City of St. Charles, Illinois  
Ordinance No. 2025-M-20**

**An Ordinance Amending Title 5 “Business Licenses and Regulations”,  
Chapter 5.08 “Alcoholic Beverages”; Sections 5.08.090 “License  
Classifications” and 5.08.100 “License Fees; Late Night Permit Fees; Fees  
Established” of the St. Charles Municipal Code**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES,  
KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** That Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.090 “License Classifications” of the St. Charles Municipal Code, be and is hereby amended by adding the following:

**C-4. Class C-4** licenses shall authorize the retail sale of [alcoholic liquors in accordance with Class C-1 regulations and shall further authorize] self-service pouring beer, wine, cider and seltzer only for consumption on the premises of a tavern, bar, or saloon. A Class C-4 license shall be subject to the following regulations:

1. A BASSET certified individual shall be present at all hours of operation to monitor patron operated dispenser pours and the consumption of patron operated dispenser poured alcohol at all times.
2. It shall be unlawful for the licensee, its agents, and employees to permit any patron under twenty-one (21) years of age access to or use of the taps for self-service beer, wine, cider, or seltzer for consumption.
3. It shall be unlawful for the licensee, its agents, and employees to permit any intoxicated patron access to or use of the taps for self-serve or self-pour beer, wine, cider or seltzer for consumption.
4. The licensee, its agents, and employee that is BASSET certified shall verify identification and provide a patron that is twenty-one (21) years of age or over a clear plastic or glass container that would hold no more than sixteen (16) ounces of beer, seltzer or cider, or nine (9) ounces of wine for use with the self-service pouring taps. The container shall have an emblem representing the licensee brand that is dissimilar than other containers in the tavern, bar, or saloon. The total number of sixteen (16) ounce beer, seltzer or cider containers, or nine (9) ounce wine containers shall be limited to no more than one (1) per patron.
5. The licensee, its agents, and employee that is BASSET certified shall issue an RFID card to the age-verified patron that allows the self-pouring of beer, wine, seltzer and cider with no more than a thirty-two (32) ounce limit for beer, seltzer, cider, and twelve (12) ounce limit for wine per patron.
6. At all times the amount of beer, seltzer, cider or wine to be delivered to the tap will be limited and controlled by the BASSET certified staff



# **City of St. Charles, Illinois**

**Ordinance No.:  
2025-M-20**

**An Ordinance Amending Title 5 “Business  
Licenses and Regulations”, Chapter 5.08  
“Alcoholic Beverages”; Sections 5.08.090  
“License Classifications” and 5.08.100  
“License Fees; Late Night Permit Fees; Fees  
Established” of the St. Charles Municipal  
Code (C-4).**

**Adopted by the  
City Council  
of the  
City of St. Charles  
July 7, 2025**

Published in pamphlet form by  
authority of the City Council  
of the City of St. Charles,  
Kane and Du Page Counties,  
Illinois, July 14, 2025.

  
City Clerk





member. Each RFID card shall be capable of being deactivated if necessary to prevent violations of the Municipal Code.

**SECTION TWO:** That Title 5 "Business Licenses and Regulations", Chapter 5.08 "Alcoholic Beverages", Section 5.08.090 "License Classifications" of the St. Charles Municipal Code, be and is hereby amended as follows:

1. Class V licenses shall only be issued to holders of class A-4, A-5, B-1, B-2, B-3, C-1, C-2, C-3, C-4, D-2, D-3, D-4, D-5, D-6, G-1, or G-2 liquor licenses, and licensed fraternal and veterans' establishments. Class V licenses shall have the same hours of operation as provided for the underlying liquor license as set forth in Title 5.08.130.(1) A complete and accurate application to the City for the issuance of a Video Gaming License and the underlying eligible class of a liquor license shall be deemed an application for the issuance of a Class V supplemental license.
2. Class V licenses may only be issued to qualified Licensed Establishments in good standing which have continuously held a class A-4, A-5, B-1, B-2, B-3, C-1, C-2, C-3, C-4, D-2, D-3, D-4, D-5, D-6, G-1, or G-2 liquor license, and licensed fraternal and veterans' establishments, except as provided in Section 8(3) below, have operated their business on a regular basis for a period of at least one (1) year prior to the date of application for a Class V license.

**SECTION THREE:** That Title 5 "Business Licenses and Regulations", Chapter 5.08 "Alcoholic Beverages", Section 5.08.100 "License Fees; Late Night Permit Fees; Fees Established" of the St. Charles Municipal Code, be and is hereby amended as follows:

C-4    \$1,200.00    Self-pour Establishment License

**SECTION FOUR:** That, after the adoption and approval hereof, this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the City Council of the City of St. Charles, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

**SECTION FIVE:** This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

**PRESENTED** to the City Council of the City of St. Charles, Illinois, this 7th day of July, 2025.

**PASSED** by the City Council of the City of St. Charles, Illinois this 7th day of July, 2025.

**APPROVED** by the Mayor of the City of St. Charles, Illinois, this 7th day of July, 2025.



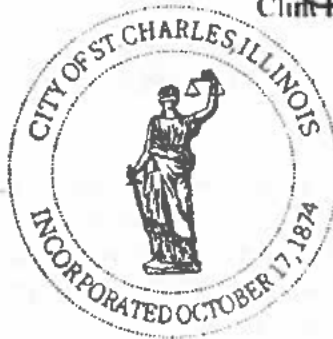
[REDACTED]  
Climt Hull, Mayor

ATTEST:

[REDACTED]  
City Clerk

COUNCIL VOTE:

Ayes : 10  
Nays : 0  
Absent : 0





State of Illinois )  
 ) ss.  
Counties of Kane and DuPage )

## Certificate

I, JESSICA BRIDGES, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on **July 7, 2025**, the Corporate Authorities of such municipality passed and approved **Ordinance No. 2025-M-20** entitled:

**An Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”; Sections 5.08.090 “License Classifications” and 5.08.100 “License Fees; Late Night Permit Fees; Fees Established” of the St. Charles Municipal Code (C-4).**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 2025-M-20**, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on **July 7, 2025**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

**DATED** at St. Charles, Illinois, this 7<sup>th</sup> day of July 2025.



\_\_\_\_\_  
Municipal Clerk





## City of St. Charles License Certification

<b>Applicant Name</b> Erik Gilly	<b>Business Name</b> Rec Haus
<b>Type of License:</b> <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	<b>Business Address</b> 12 N 3 <sup>rd</sup> St St Charles, IL 60174

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

Applicant's Signature

Date

6-11-2025

State of Illinois

County of Kane

Signed before me this 11<sup>th</sup>

day of June, 2026

by Erik Gilly

Notary Public

(SEAL)





## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "**Lease**"), dated as of the latest date set forth on the signature page hereto ("**Effective Date**"), by and between RAS REAL ESTATE HOLDING 12N3RD LLC, an Illinois limited liability company ("**Landlord**"), and REC HAUS LLC, an Illinois Limited Liability Company ("**Tenant**").

### **WITNESSETH:**

In consideration of the rents and covenants set forth in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises/Property (as defined in Section 1.01) upon the following terms and conditions:

## **ARTICLE I FUNDAMENTAL LEASE PROVISIONS**

### **SECTION 1.01 Definitions:**

#### **A. Annual Minimum Rent:**

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Installments</u>
<u>Initial Lease Term:</u>		
1 <sup>st</sup> Lease Year*:	\$180,000.00	\$15,000.00
2 <sup>nd</sup> Lease Year:	\$180,000.00	\$15,000.00
3 <sup>rd</sup> Lease Year:	\$180,000.00	\$15,000.00
4 <sup>th</sup> Lease Year	\$180,000.00	\$15,000.00
5 <sup>th</sup> Lease Year	\$180,000.00	\$15,000.00

\*Annual Minimum Rent is subject to abatement as set forth herein.

#### **B. Broker: None**

#### **C. Commencement Date:** August 1, 2025, if permitting is approved or as otherwise agreed by both parties but not to be later than September 1, 2025.

#### **D. Term:** 5 Lease Years ending on the last day in the 5<sup>th</sup> Lease Year.

#### **E. Landlord Notice Address:** 1805 North Broadway Street, Melrose Park, Illinois 60160

#### **F. Lease Year:** Shall commence on the Commencement Date and shall be 12 months. Each Lease Year thereafter shall commence on the day following the expiration of the preceding Lease Year for a 12-month period.

#### **G. Option Fee:** \$40,000.00

#### **H. Permitted Use:** For the operation of a restaurant, bar, entertainment, gaming and ancillary uses and for no other use.

#### **I. Premises/Property:** The property as legally described on Exhibit A and commonly known as 12 North Third Street, St. Charles, Illinois 60174 and consisting of a building ("**Building**"), along with real property (collectively the "**Premises**" or "**Property**"). Tenant may use the current



equipment in the Premises as listed on Exhibit B (the "Equipment") provided Tenant shall be responsible for the repair and replacement of the Equipment.

- J. **Tenant's Notice Address:** 12 North Third Street, St. Charles, Illinois 60174
- K. **Tenant's Share of building:** 100%
- L. **Termination Date:** The last day of the 5<sup>th</sup> Lease Year.
- M. **Guarantor:** Erik Gilly and Morgan Gilly to deliver a Guaranty as set forth in Exhibit C.

## **ARTICLE II LEASE OF PREMISES/PROPERTY - TERM OF LEASE**

**SECTION 2.01 Demise.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Property, together with and subject to the licenses, rights, privileges and easements appurtenant to the Property, if any, and subject to the terms and conditions hereinafter set forth in this Lease. Tenant shall have the right to access the Property 24 hours per day, 7 days per week, during the Term. Tenant and its employees, invitees, agents, and customers shall have the exclusive right to use all areas of the Property including, without limitation, sidewalks, paved service areas, lighting and all means of ingress, egress to and from public streets and roads bordering the Property now or hereafter made available by Landlord in the Property.

**SECTION 2.02 Term.** The Initial Term of this Lease shall commence on the Commencement Date and shall end on the Termination Date, unless sooner terminated as hereinafter set forth.

## **ARTICLE III CONDITION OF PREMISES**

**SECTION 3.01 Condition of Premises.** Landlord represents that Landlord has received no notice of any uncured code violations relating to the Premises, or the Property. To the extent any uncured code violations relating to the Premises, or the Property, currently exist, Landlord shall cure such violations prior to the Commencement Date of this Lease. Tenant shall have 30 days from the signing of this agreement to inspect and make requests or inquiries based on that inspection. Subject to the forgoing representation and warranty of Landlord under this Article, **Tenant agrees to accept the Premises and Property on an "AS-IS," "WHERE-IS" basis, and Tenant acknowledges that except as set forth under this Article, Landlord, its agents, attorneys, representatives, members and employees, have not and do not make any representations or warranties, express or implied, to Tenant regarding the Premises and Property. There is no agreement by Landlord (or any other person or party on behalf of Landlord) to alter, remodel, decorate, clean or improve the Premises (or to provide Tenant with any credit or allowance for the same).**

## **ARTICLE IV SECURITY DEPOSIT/OPTION FEE**

**SECTION 4.01 Option Fee.** On or before the Effective Date, Tenant shall deposit with Landlord the Option Fee as set forth in Section 1.01, representing the fee paid to the Landlord in consideration for Tenant's option to purchase the Property as set forth herein. The Option Fee is a non-refundable fee paid to Landlord and will be applied to the Tenant's purchase price of the Property at closing upon proper exercise of the Tenant option.



## **ARTICLE V RENT**

**SECTION 5.01 Annual Minimum Rent.** Commencing on the Commencement Date and subject to Abated Rent as set forth below, Tenant shall pay to Landlord, in lawful, immediately available funds, without any prior demand therefor and without any offsets or deductions whatsoever (except as otherwise specifically set forth in this Lease), monthly installments of Annual Minimum Rent on the 1st business day of each calendar month during the Term provided a Force Majeure event resulting in shut down of businesses shall not delay payment due as of the date that would customarily be a business day. If, however, the Commencement Date occurs on a day other than the 1<sup>st</sup> day of a calendar month, then the monthly installment of Annual Minimum Rent (and Additional Rent if applicable) shall be prorated on a per diem basis for the remaining days of that initial calendar month.

**SECTION 5.02 Abated Rent:** Provided that there is no Event of Default, Landlord hereby abates Annual Minimum Rent for the months of September 2025, October 2025, and November 2025 (the "Abatement Period"), on the condition that Tenant fulfills all its obligations under the terms of the Lease throughout the Term. If during the Term, Tenant is found in Default under the terms of the Lease and such Default is not cured within any applicable notice and cure period, Tenant's right to any remaining abatement shall cease, any amount that was previously abated shall immediately become due and owing based on the amount of abated rent received multiplied by the number of months left in the Term as the numerator over the total number of months in the Term as the denominator.

**SECTION 5.03 Additional Rent.** The term "Additional Rent" shall mean all amounts required to be paid by Tenant under this Lease other than Annual Minimum Rent and shall include, without limitation Taxes and CAM Costs. Wherever an item of Additional Rent is payable "on demand" or no time period for payment of an item of Additional Rent is specifically provided for in this Lease, such item of Additional Rent shall be paid by Tenant within 15 days after Tenant's receipt of Landlord's invoice therefor. Except to the extent otherwise expressly set forth herein, Tenant's obligation to pay Additional Rent shall survive expiration or earlier termination of this Lease if and to the extent any amount of Additional Rent is not known or demand therefor is not made on or prior to the expiration or earlier termination of the Term.

**SECTION 5.04 Rent; Method of Payment.** The term "Rent" shall mean, collectively, Annual Minimum Rent and Additional Rent. All payments of Rent shall be made via ACH (Automated Clearing House payment) to Landlord's bank account pursuant to an authorization form delivered to Tenant at the time Landlord executes this Lease. Landlord shall have the right to change its bank account at any time upon at least 30 days written notice to Tenant. If Tenant fails to remit payment of any item of Rent or any portion thereof within 5 days of its due date, Landlord thereafter may assess as Additional Rent, in addition to its other rights and remedies herein provided, a delinquency fee of \$500.00 per late payment together with interest at the prime rate charged by JP Morgan Chase (or successor bank) plus 10% ("Default Rate") on all items of Rent then due and payable until paid in full to Landlord.

## **ARTICLE VI MAINTENANCE AND COST**

**SECTION 6.01 Landlord Maintenance.** Landlord shall: (a) perform all required capital repairs and replacements, if necessary, including the roof on the Building, and the structural portions of the Building including, without limitation, footings and foundation, floor slab, and structural walls, and columns and beams, but expressly excluding Tenant's Alterations, and (b) repair any damage to the Property which is caused by the act of Landlord, its employees, agents or contractors. Landlord's obligations under this Section shall be subject to the provisions of Articles XII and XIII below. Landlord's costs and expenses paid or incurred in fulfilling its obligations under Section 6.01(a) shall be included as CAM Costs with



replacement costs amortized in a commercially reasonable manner over the useful life of the system and prorated over the Term.

**SECTION 6.02 Tenant's Maintenance.** Subject to Landlord's obligations under Section 6.01, Tenant shall at all times during the Term, at Tenant's sole cost and expense, (a) keep and maintain in good order, condition and repair and in a safe condition Tenant's Alterations, the non-structural elements of the Property including, without limitation, entryway, painting, window glass, signs, doors and frames, the heating, ventilation and air conditioning ("HVAC") units, outdoor vegetation including the flower boxes, and the electrical, plumbing, mechanical, and/or alarm systems in the Building, and (b) repair any damage to the Building or the Property, or any portion thereof, which is caused by the act or omission of Tenant, its employees, agents, contractors or invitees. Tenant, at Tenant's sole cost and expense, shall enter into annual maintenance contracts for the HVAC, and cause the same to be inspected at least quarterly or more frequently if otherwise required by law. Tenant shall not permit any waste on the Building or at the Property and shall be responsible, at its sole cost and expense, for removing its trash from the Building and the Property daily; said trash shall be stored in receptacles provided by Tenant or Tenant's trash hauler provider which shall be located at all times in a trash enclosure or shall be removed as more frequently as Tenant deems reasonably necessary.

**SECTION 6.03 Common Area Maintenance.** Except as provided in Section 6.01 and Section 12.02 hereof, Tenant (and not Landlord) shall operate, maintain, manage, equip, light, insure, repair, replace, police and secure the Property, or cause the same to be done. Without limiting the generality of the foregoing, Tenant shall be responsible, at Tenant's sole cost and expense, for landscaping, gardening, planting, cleaning, painting (including line painting), decorating, security, lighting, sanitary control, removal of snow, ice and debris, trash, garbage and other refuse disposal (including trash enclosure), fire protection, payment of utility charges, insurance (except as provided in Section 12.02 hereof), signage, maintenance, repair and replacements of the Alterations, windows and doors including glass, exterior frames, doors, signs, HVAC, nonstructural portions of the Building, and for personnel property.

**SECTION 6.04 CAM Costs.** "CAM Costs" shall mean the amount of all costs and expenses incurred by or on behalf of Landlord in fulfilling Landlord's obligation set forth in Section 6.01(a) and Section 12.02 hereof. To the extent that any cost or expense incurred by Landlord shall constitute a Capital Expenditure (as hereinafter defined) such cost or expense shall be amortized over the useful life of such Capital Expenditure (as determined in accordance with generally accepted accounting principles, consistently applied ("GAAP")) and only the amortized portion thereof shall be included in Cam Costs with interest at the "prime rate" as announced to be in effect from time to time, as published as the average rate in The Wall Street Journal, plus 150 basis points. As used herein, the term "Capital Expenditure" means any cost or expense that (a) is treated as a capital expenditure under GAAP and (b) exceeds \$15,000.

**SECTION 6.05 Tenant's Share of CAM Costs.** Tenant shall pay to Landlord, Tenant's Share of CAM Costs in each calendar year during the Term as Additional Rent. Tenant's Share of CAM Costs may be prorated for partial calendar years at the beginning and at the end of the Term.

**SECTION 6.06 Payment of CAM Costs.** Tenant's Share of CAM Costs shall be payable in equal monthly installments on the 1<sup>st</sup> day of each month or in one lump sum payment when the cost is due. Such monthly installments shall be at the rate of 1/12<sup>th</sup> of Tenant's Share of CAM Costs estimated by Landlord, with an adjustment thereafter to reflect the actual amount of CAM Costs. Within 60 days after the end of each calendar year, Landlord shall furnish Tenant with a statement and evidence of the actual amount of CAM Costs and of Tenant's Share thereof for the preceding calendar year (including the basis of allocation to Tenant). Within 30 days after receipt of such statement by Tenant, Tenant shall pay to Landlord any deficiency due. Any surplus paid by Tenant over the course of the preceding calendar year shall be credited



to the next installment(s) of Tenant's Share of estimated CAM Costs until fully reimbursed or upon expiration of the Lease paid to Tenant within 30 days.

## **ARTICLE VII TAXES**

**SECTION 7.01 Taxes.** Tenant shall pay Tenant's Share of Taxes with respect to Taxes payable for the calendar years which fall within the Term, regardless of the time period with respect to which such Taxes are attributable, Tenant shall pay Tenant's Share of Taxes to Landlord monthly on the 1st day of each calendar month in an amount equal to 1/12th of Tenant's Share of Landlord's estimate of such Taxes, subject to adjustment thereafter when Landlord receives the actual tax bills for the applicable year. Landlord shall issue a statement to Tenant setting forth the amount of Taxes actually paid by Landlord for the Lease Year. Within 30 days after receipt of such statement by Tenant, Tenant shall pay to Landlord any deficiency due in Tenant's Share of Taxes. Any surplus paid by Tenant over the course of the preceding calendar year shall be paid to Tenant within 30 days.

"Taxes" shall be defined as all taxes and assessments levied and assessed and/or payable against or related to the land, improvements and buildings comprising the Property including, without limitation, the use, occupancy and operation thereof, which shall include, by way of example only, real estate taxes and assessments, whether general, special, ordinary, extraordinary, foreseen or unforeseen, and any payments due in lieu of any such tax(es) and/or assessment(s) and Landlord's reasonable costs in seeking a reduction of Taxes.

**SECTION 7.02 Exclusions from Taxes.** Taxes shall not include any income, excise, profits, estate, inheritance, succession, gift, transfer, franchise, capital, or other tax or assessment upon Landlord.

**SECTION 7.03 Right to Contest.** Landlord, in its sole and absolute discretion, may (but shall not be obligated) contest the amount or validity of any assessed valuation or Taxes at any time during the Term. If any rebate or refund of Taxes is received as a result of any contest or otherwise, then Tenant shall be entitled to a credit against future installments of Taxes equal to Tenant's Share of such rebate or refund to the extent attributable to Taxes paid by Tenant during the Term (after deduction of any reasonable expenses incurred by Landlord in connection with such contest). Tenant shall have no right to defer payment of Tenant's Share of Taxes during any such Tax contest.

## **ARTICLE VIII UTILITIES**

**SECTION 8.01 Utilities.** As of the Effective Date, the Property is served by gas, electric, telephone, water, and sewer. Tenant shall, of its own account, in its own name, pay for all such utilities consumed at the Property as and when the same become due and payable, throughout the Term. If Tenant fails to pay any utility charge, Landlord may pay for such utilities on behalf of Tenant and collect the cost thereof from Tenant which Tenant shall pay within 5 days of Landlord's demand.

**SECTION 8.02 Interruption.** If utilities serving the Property are disrupted, then Landlord shall reasonably cooperate to restore the affected utilities. Landlord shall have no liability to Tenant nor shall Tenant be entitled to any abatement of Rent or any other cost hereunder.



**ARTICLE IX  
USE OF PREMISES/PROPERTY**

**SECTION 9.01 Permitted Use.** The Property may be used and occupied only for the Permitted Use.

**SECTION 9.02 Operations.** Tenant agrees, at such time as it is operating the Permitted Use in the Building and on the Property, to conduct its business in a first-class manner consistent with reputable business standards and practices.

**ARTICLE X  
HAZARDOUS MATERIALS AND SURRENDER**

**SECTION 10.01 Hazardous Materials.**

(a) Landlord and Tenant each agree that neither Landlord nor Tenant shall cause or permit any Hazardous Materials to exist on, or to escape, seep, leak, spill or be discharged, emitted or released from the Property during the Term in violation of any applicable Environmental Regulation. To Landlord's actual knowledge, as of the Commencement Date, the Premises including the Property will be free of Hazardous Materials in violation of Environmental Regulations. "Hazardous Materials" shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne) which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, infectious, explosive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is now or becomes regulated in the future by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto (collectively, "Environmental Regulations", and individually, "Environmental Regulation"); (ii) petroleum; (iii) asbestos and asbestos containing materials; (iv) any polychlorinated biphenyl; and (v) any radioactive material. In addition to the foregoing, the term "Environmental Regulations" shall be deemed to include, without limitation, local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes and other governmental restrictions and requirements, any amendments and successors thereto, replacements thereof and publications promulgated pursuant thereto, which deal with or otherwise in any manner relate to, environmental matters of any kind.

(b) Tenant hereby indemnifies Landlord, its lenders, and each of their successors and assigns (collectively, "Landlord Indemnified Parties"), and agrees to hold the Landlord Indemnified Parties harmless from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever, including reasonable attorneys' fees and costs (collectively, "Environmental Liabilities") paid, incurred or suffered by, or asserted against any of the Landlord Indemnified Parties with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials which were brought into the Property by Tenant, its agents, contractors, or employees, or (ii) a breach by Tenant, its agents, contractors, or employees of any Environmental Regulation to which Tenant is subject except a breach arising from the acts or omissions of Landlord, its agents, contractors and/or employees.

Landlord hereby indemnifies Tenant, its lenders, and each of their successors and assigns (collectively, "Tenant Indemnified Parties"), and agrees to hold the Tenant Indemnified Parties harmless from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever, including reasonable attorneys' fees and costs paid, incurred or suffered by, or asserted against any of the Tenant Indemnified Parties with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release



from the Property of any Hazardous Materials which were brought into the Property by Landlord, its agents, contractors, or employees, or (ii) a breach by Landlord, its agents, contractors, or employees of any Environmental Regulation to which Landlord is subject except a breach arising from the acts or omissions of Tenant, its agents, contractors and/or employees.

(c) With respect to Hazardous Materials which are or become present at the Property as the result of any cause whatsoever (other than Hazardous Materials which were brought into the Property by Tenant, its agents, contractors, employees, licensees and customers), Landlord shall, at Landlord's sole cost and expense, in a good, workmanlike manner, and in compliance with, and as required by, Environmental Regulations, perform all work necessary to clean-up, remove and otherwise remediate such Hazardous Materials in compliance with, and as required by, Environmental Regulations. With respect to Hazardous Materials which are or become present at the Property as the result of acts or omissions by Tenant, its agents, contractors, employees licensees and customers, Landlord may elect either (i) that Tenant shall (at Tenant's sole cost and expense), in a good, workmanlike manner, and in compliance with, and as required by, Environmental Regulations, perform all work necessary to clean-up, remove and otherwise remediate such Hazardous Materials in compliance with, and as required by, Environmental Regulations, or (ii) that Landlord will (at Tenant's sole cost and expense payable as Additional Rent), in a good, workmanlike manner, and in compliance with, and as required by, Environmental Regulations, perform all work necessary to clean-up, remove and otherwise remediate such Hazardous Materials in compliance with, and as required by, Environmental Regulations. If Landlord elects to permit Tenant to proceed under (i) above, all work to be performed by Tenant shall be subject to prior notice to and contemporaneous supervision by Landlord, its agents or representatives, the cost and expense of which shall be payable by Tenant to Landlord as Additional Rent.

(d) The provisions of this Section shall survive the expiration or earlier termination of this Lease.

**SECTION 10.02** Surrender of the Property. At the expiration or earlier termination of this Lease, Tenant shall surrender the Property to Landlord in the same condition as it is required to be maintained by Tenant under this Lease; excepting, however, reasonable wear and tear, damage by fire or other casualty that is not otherwise required to be repaired by Tenant under this Lease, and the effects of a Taking (as defined in Section 14.01).

## **ARTICLE XI REQUIREMENTS OF LAW**

**SECTION 11.01** Tenant's Obligations. Commencing on the Commencement Date, Tenant shall be responsible, at Tenant's sole cost and expense, for complying with all applicable laws, ordinances, regulations and building codes ("Law(s)") affecting the Property. Tenant covenants that it will comply throughout the Term of this Lease with all governmental laws, rules or regulations governing transactions or business dealings with any suspected or confirmed terrorists or terrorist entities, as identified from time to time by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or any other applicable governmental entity, and any applicable law relating to anti-money laundering or anti-terrorism, including, without limitation, those related to transacting business with Embargoed Persons or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations (collectively, as the same may be amended from time to time, the "Patriot Act").

**SECTION 11.02** Right to Contest. The Tenant shall have the right to contest, in good faith, the validity of any Law at the expense of the party responsible for compliance, unless such contest would result



in any criminal liability imposed upon the other party or subject such other party to any fine or penalty or otherwise put such other party's property at substantial or likely risk.

## **ARTICLE XII INSURANCE**

### **SECTION 12.01      Tenant's Insurance.**

(a) Tenant shall maintain in full force and effect from and after the Commencement Date and throughout the Term:

(i) Worker's compensation insurance for all of Tenant's employees working in or on the Property: minimum statutory amount.

(ii) Commercial general liability insurance, including blanket, contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: with limits of \$2,000,000.00 per occurrence and (ii) \$4,000,000.00 in the aggregate for bodily injury, including death, and tangible property damage, and such commercial general liability insurance may be inclusive of and covered under any umbrella coverage or policy.

(iii) All risk coverage, vandalism and malicious mischief, and sprinkler leakage insurance, if applicable, for the full replacement value of Tenant's Property including Improvements installed in or on the Property by or on behalf of Tenant; such policies shall be for an amount of not less than the full replacement value of the property and/or Tenant Improvements.

(iv) Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence combined single limit, for bodily and property damage.

(v) Should Tenant's Use include the serving or selling of alcoholic beverages, liquor liability coverage will also be required with combined single limits of not less than \$2,000,000 covering any claims arising under applicable law relating to the manufacture, storage, sale, use or giving away of any alcoholic or other intoxicating liquor or beverage, which claims could be asserted against Landlord, Tenant or the Premises.

(vi) Business Interruption Insurance for not more than twelve (12) months of Tenant's operations.

(b) If Tenant fails to carry such insurance and furnish Landlord with such Certificates of Insurance after a request to do so giving Tenant a reasonable opportunity to cure, Landlord may obtain such insurance on behalf of Tenant and collect the reasonable cost thereof from Tenant.

(c) Tenant may carry any of its insurance under "umbrella policies" and/or "blanket policies" covering the Property and other locations it or any Affiliate (as hereinafter defined) of Tenant owns or leases, provided that: (i) the total amount of the insurance available shall be at least the protection equivalent to separate policies in the amounts herein required, and (ii) in all other respects, any such policy or policies shall comply with the applicable provisions of this Section.

(d) Tenant shall use its best efforts not to do or permit to be done any act or thing upon the Premises or within the Property that will invalidate or be contrary to insurance policies required to be maintained by Landlord and, in addition to any and all rights and remedies hereunder, Tenant shall be liable



to pay as Additional Rent any increased insurance premium under any policy affecting the Property that has increased as the result of Tenant's breach of this provision.

SECTION 12.02      Landlord's Insurance.

(a) Landlord shall maintain in full force and effect throughout the Term special form (formerly known as "All-Risk") property insurance, on a replacement cost basis, covering the Building and other insurable improvements in the Property, (exclusive of excavation, footings, foundations and tenant improvements and personal property) and shall include rental interruption insurance in an amount sufficient to assure that the Landlord shall recover the loss of any rental income due and owing to Landlord from Tenant under the terms of this Lease, which coverage shall provide such protection to Landlord for a period of not less than 12 consecutive months. Landlord hereby discloses that the Property is in a flood plain.

(b) Landlord may carry any of its insurance under "blanket policies" covering the Property and other properties it or any Affiliate of Landlord owns. All policies required to be maintained by Landlord pursuant to this Section may provide that any proceeds thereof shall be deposited with the Mortgagee.

SECTION 12.03      Insurance Requirements Generally. All Tenant insurance policies shall be written with insurance companies and shall be in form reasonably satisfactory to Landlord and rated no lower than A-X in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. All insurance policies shall name Landlord as an Additional Insured using form CG2026 or its equivalent and loss payee as their respective interests may appear and shall provide that they may not be terminated or modified without the insurer endeavoring to provide 30 days' advance written notice to Landlord. Tenant shall furnish to Landlord, not less than 15 days prior to the date such insurance is first required to be carried by Tenant, and thereafter at least 15 days prior, to the expiration of each such policy, true and correct photocopies of all insurance policies required under this Article together with any amendments and endorsements to such policies, certificates of insurance, and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection therewith. Definition of "Additional Insured" shall include all subsidiary and affiliated entities and their respective members, partners, officers, directors, shareholders, consultants, employees, agents, representatives and designees. Further, coverage for Additional Insureds shall apply on a primary and non-contributory basis irrespective of any insurance whether collectible or not. Any deductible shall be the responsibility of the Tenant.

SECTION 12.04      Landlord's Insurance Cost.

(a) The insurance premiums attributable to the policies required to be maintained by Landlord pursuant to Section shall be included as part of CAM Costs.

(b) If the rates for any insurance Landlord is required to carry are increased as a result of the particular use or other activity of Tenant, then the amount of such increase shall be included in CAM Costs but shall be payable by Tenant as Additional Rent.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 12.05      Indemnity.

(a) Except as otherwise provided in Section 12.06, Tenant covenants to defend and indemnify the Landlord Indemnified Parties and hold the Landlord Indemnified Parties harmless from and



against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, (i) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Property, or any part thereof, or (ii) occasioned wholly or in part by any negligent act or omission or willful misconduct of Tenant, its agents, contractors, employees, servants, business customers or licensees anywhere within the Property.

(b) Except as otherwise provided in Section, Landlord covenants to defend and indemnify Tenant and hold Tenant harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property occasioned wholly or in part by any gross negligent act or omission or willful misconduct of Landlord, its agents, contractors, employees, or servants, except to the extent Tenant, its agents, contractors, licensees or employees contributed to the circumstances giving rise to such claims, actions, damages, liability and expense, or with respect to which any of said parties may be statutorily liable.

**SECTION 12.06**      **Mutual Waiver of Subrogation.**

(a) Landlord and Tenant, on their own behalf and on behalf of anyone claiming under or through either one by way of subrogation, hereby release and waive all rights of recovery and causes of action against each other and their respective Affiliates arising from any and all liability for any loss or damage to property or resulting from damage to such property, whether caused by the negligence or fault of the other party, which is normally insured under Special Form property insurance (formerly known as "All-Risk") required to be maintained hereunder to the extent of insurance proceeds collected. If either Landlord or Tenant maintains a deductible (as either may be permitted under this Lease), then the party maintaining the deductible hereby releases the other party from any liability arising from any event which would have been covered had the deductible not been maintained.

(b) Landlord and Tenant shall cause each property insurance policy carried by either of them insuring the Property and the contents thereof to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto (and all of such other party's Affiliates) in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the releases provided above.

**SECTION 12.07**      **Affiliate.** "Affiliate" shall mean a corporation, partnership, person or other entity which is controlling, controlled by, or under common control with, Landlord or Tenant, as the case may be. As used in the definition of Affiliate, "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

**ARTICLE XIII**  
**DAMAGE OR DESTRUCTION**

**SECTION 13.01**      **Landlord's Obligation to Rebuild.** If all or any part of the Property is damaged or destroyed by fire, the elements or other casualty, Tenant shall promptly give Landlord notice of such event. In the event this Lease is not terminated pursuant to this Article, provided that no Event of Default (as hereinafter defined) has occurred, and so long as Tenant has delivered written notice to Landlord indicating Tenant's agreement to reopen the Property for business after restoration, then Landlord shall proceed to repair and restore the Property to substantially the same condition as existed on the Commencement Date, but Landlord's obligation hereunder shall not commence unless and until Landlord has received sufficient insurance proceeds. If (i) the Property or any portion thereof is destroyed or damaged or substantially impaired by a casualty that is not covered by the insurance Landlord is required herein to carry, (ii) 25% or



more of the Property is damaged or destroyed or substantially impaired, or (iii) any event of casualty occurs during the last two Lease Years, then in any such event Landlord may elect either to terminate this Lease or to proceed to repair and restore the Premises (and/or that portion thereof) so damaged. Landlord shall give Tenant notice of such election not later than 90 days after the event of casualty. If Landlord elects to repair and restore, then the amount of any deductible in Landlord's insurance proceeds following an event of casualty shall be included in CAM Costs; provided, however, to the extent consistent with generally accepted accounting principles, such amount (or portion thereof) deemed to be capital expenditures shall be amortized to the fullest extent possible. If Landlord elects to terminate this Lease, then this Lease shall terminate on the date set forth in Landlord's notice of election (which date shall not be more than 30 days beyond the date of such election notice) without further liability on the part of Landlord or Tenant except for those obligations which expressly survive the expiration or other termination of this Lease. If the any part of the Premises is damaged or destroyed by fire, the elements or other casualty within the last 12 months of the Term the Tenant shall have the right to terminate the Lease by written notice to the Landlord within 60 days of such event.

**SECTION 13.02**      Tenant's Rent Obligations. If Landlord has elected to repair or restore, but the casualty renders the Building untenable, in whole or in part, Rent shall abate during such time in which Tenant is not able to occupy the Building for its Permitted Use provided Tenant in fact does not occupy any portion of the Property for business to the public during such time and the casualty was not caused by the Tenant or a Tenant party. Such abatement shall terminate on the earlier of (i) the date the repair or restoration work of the Property is substantially completed by Landlord, or (ii) the date Tenant reopens for business in the portion of the Building previously rendered untenable.

**SECTION 13.03**      Tenant's Obligation to Rebuild. If all or any part of the Property is damaged or destroyed by fire, the elements or other casualty, and the Lease is not terminated this Lease pursuant to the above Sections, then Tenant promptly shall repair all damage and restore Tenant's Alterations and Tenant's property to the condition that existed immediately prior to such damage or destruction. Without limiting Tenant's obligations under this Article, the proceeds of the policies required to be obtained and maintained by Tenant pursuant to Article shall, to the extent necessary, be used for the performance of such rebuilding and restoration work, but Tenant's obligation to restore and repair shall not be limited by such proceeds. If (i) Tenant fails to commence in good faith Tenant's repair and restoration obligations within 30 days after Landlord has substantially completed Landlord's repair and restoration work at the Property, or (ii) Tenant fails to timely complete such repair and restoration within 90 days thereafter, then Landlord shall have the option to elect to complete the repair and restoration to the Alterations and to receive reimbursement therefor in full from Tenant on demand as Additional Rent.

## **ARTICLE XIV CONDEMNATION**

**SECTION 14.01**      Taking.

(a) In the event of condemnation by eminent domain or similar law, including a sale in lieu thereof to an authority or other entity having the power of eminent domain (a "Taking"), of all or any portion of the Property, which (i) results in a Taking of any part of the Building, (ii) materially or adversely affects ingress or egress to the Property or the use, occupancy and operation thereof, or (iii) materially prohibits or inhibits the use or operation of the Property or any material portion thereof for a period in excess of 120 days, then either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after the date on which title vests in the condemning authority without any surviving right of appeal. In the event of a Taking of all of the Property, this Lease automatically shall terminate as of the date of vesting of title in the condemning authority without any surviving right of appeal,



without further liability on the part of either Landlord or Tenant except for those obligations which expressly survive the expiration or other termination of this Lease.

**SECTION 14.02**      **Restoration and Rent Adjustment.** In the event of a Taking not described in the Section above, or as described in that Section, but with respect to which neither Landlord nor Tenant terminates this Lease, then (a) Landlord shall promptly restore the Building to a complete proportionate unit of like quality as existed prior to the Taking, which restoration shall, as applicable, not include Tenant's Alterations or Tenant's Property, and (b) if any portion of the Building is subject to the Taking, from and after the date on which title vests in the condemning authority without any surviving right of appeal, the Rent shall be equitably reduced in proportion to the portion of the Building that was subject to the Taking. Tenant shall promptly restore Tenant's work, Alterations and Tenant's Property to a complete unit of like quality as existed prior to the Taking if such Taking affected the Property.

**SECTION 14.03**      **Award.** In the event of any Taking, Landlord shall be entitled to the full amount of the award or compensation paid for such Taking and Tenant shall be entitled only to any right to claim and recover from the condemning authority any compensation as may be separately awarded or recoverable by Tenant on account of any cost or loss to which Tenant might be put in moving Tenant's Property, or for any other damages compensable separately to Tenant; provided, however, that no such award shall reduce or delay the award payable to Landlord.

## **ARTICLE XV ALTERATIONS AND MECHANICS' LIENS**

### **SECTION 15.01**      **Tenant's Alteration Rights.**

(a)      Tenant shall not perform any structural or exterior alterations or improvements or any other alterations or improvements not already provided in the general contractors quote dated May 14, 2025 (glass garage doors on West Side of building, etc) which exceed \$5,000 in the aggregate to the Property without the prior approval of Landlord which approval may be withheld in Landlord's discretion (any alteration approved by Landlord pursuant to this Section or which does not require Landlord approval but requires a governmental permit, being an "Alteration"). Tenant shall deliver as built drawings to Landlord within 30 days after completion of any Alteration. Notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for the maintenance, repair and replacement of all Alterations at Tenant's sole cost and expense.

(b)      In connection with any approved Alteration, Landlord shall execute and return to Tenant all appropriately completed, commercially reasonable building department or equivalent applications within 10 business days after Tenant's request therefor, and will reasonably cooperate with Tenant in the permitting process at no cost to Landlord; provided, however, that no approval of any Alteration by Landlord and no execution of or cooperation with any application in connection therewith shall in any way be deemed to be an agreement by Landlord that the contemplated Alteration complies with Laws or insurance requirements or is accurate or correct from a design, engineering or construction perspective. If any violation of Laws or legal obligation arises from Tenant's proposed Alteration or the construction thereof, then Tenant promptly and diligently shall cause such violation to be removed of record or legal obligation satisfied.

(c)      If Tenant undertakes any construction activities that cause any work stoppage, picketing, labor disruption or dispute so as to interfere with the activities at or operation of the Property or any portion thereof, Tenant shall, upon request from Landlord (which may be oral), promptly suspend any such construction work being performed at the Property that gave rise to such work stoppage, picketing, labor disruption or dispute.



**SECTION 15.02**      Mechanics' Liens. Tenant covenants that Tenant shall promptly discharge of record (by payment, bond, order of a court of competent jurisdiction or otherwise) any mechanic's lien filed against the Premises or all or any part of the Property for any work, labor, services or materials claimed to have been performed at, or furnished to, the Premises or the Property, for or on behalf of Tenant, or at the insistence of Tenant, or anyone acting for, through or under Tenant. If Tenant fails to cause any such lien to be discharged (or bonded around) within 15 days after the filing thereof, then Landlord may discharge the same by paying the amount claimed to be due, by bonding or by any other proceeding deemed appropriate by Landlord in its sole discretion and the amount so paid and all costs and expenses including reasonable attorneys' fees incurred by Landlord in procuring the discharge of such lien shall be payable by Tenant as Additional Rent. Nothing contained in this Lease shall be construed as consent on the part of the Landlord to subject Landlord's estate in the Premises or the Property to any lien or liability under any law relating to liens.

## **ARTICLE XVI SIGNS**

**SECTION 16.01**      Tenant's Signs. Tenant shall not place any signs in or on any part of the Property or Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld with respect to signage that is not attached to the exterior of the Building or which is not visible from the exterior of the Building. Existing signage as of the Commencement Date shall be considered approved. Any new signage during the terms of this agreement shall also be subject to the approval of the city and or any local ordinances as necessary.

**SECTION 16.02**      Replacement. Tenant shall maintain and repair all of its signs and replace the same as necessary or appropriate with signage that complies with Laws and recorded documents.

**SECTION 16.03**      Removal. At the end of the Term, upon Landlord's demand, Tenant shall remove all such exterior signage and repair any and all areas of the Premises and Building affected by such removal to like new condition.

## **ARTICLE XVII TENANT'S PROPERTY**

**SECTION 17.01**      Tenant's Property. All of Tenant's movable trade fixtures, light fixtures, equipment, furniture, inventory and other property owned by Tenant and located at, on or in the Premises including, without limitation, partitions, shelving, wall cases and signs (collectively, "Tenant's Property") shall remain the property of Tenant, exempt from the claims of Landlord or any Mortgagee except as otherwise provided herein. Tenant shall have the right at any time and from time to time to remove and replace Tenant's Property and shall remove Tenant's Property at the end of the Term. If removal of any of Tenant's Property damages any part of the Property, Tenant shall repair such damage fully and completely and, if Tenant fails to repair such damage, Landlord may do so at Tenant's cost and expense payable as Additional Rent. If Tenant fails to so remove Tenant's Property at the end of the Term, Landlord shall provide Tenant with written notice of such failure and in the event Tenant fails to remove Tenant's Property within 10 days after receipt of said notice, the same shall be deemed abandoned and Landlord may remove and dispose of the same with no liability to, but at the cost of Tenant, payable as Additional Rent; provided, however, that if Landlord elects to store Tenant's Property at an offsite location, Tenant shall have the right to retrieve Tenant's Property upon payment to Landlord of all storage costs incurred by Landlord. Upon such payment to Landlord and removal of Tenant's Property from the storage facility by Tenant, all Tenant's right, title and interest in Tenant's Property shall be reinstated and be in full force and effect. Nothing in this Lease shall be deemed to allow Tenant to remove from the Property any of the following: (i) apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, that are used to



supply heat, air-conditioning, water, lights, power, ventilation or other services, (ii) water heaters, boilers, sinks, water closets, water basins, pipes, faucets, or other plumbing fixtures; and (iii) any item so attached to the Premises that its separation therefrom will injure the Premises such that the same reasonably cannot be restored by Tenant as provided herein.

## **ARTICLE XVIII ASSIGNMENT AND SUBLETTING**

### **SECTION 18.01**      **Assignment and Subletting Rights.**

(a) Tenant may with the consent of Landlord which may be withheld in Landlord's sole discretion and further provided there is no the existing Event of Default, to assign Tenant's interest in this Lease and/or to sublet, concession or license all or any portion of the Property (each a "Tenant Transfer"), subject to all of the terms and conditions of this Lease. Unless otherwise agreed to in writing by Landlord, no Tenant Transfer shall reduce or eliminate the liability of Tenant under this Lease. This section shall not apply to transfer in name only of Tenant owned businesses (i.e. from a Tenant owned LLC to a Tenant owned Corporation) provided ownership of the Tenant does not change and Tenant provided 30 days prior notice of such change to the Landlord.

(b) If Tenant proposes any Tenant Transfer, it shall first give notice thereof (the "Transfer Notice") to Landlord, which shall specify the name and address of the proposed transferee, the proposed use of the Property to be made by such transferee (if different than the Permitted Use), and the financial and other terms of the proposed Tenant Transfer, and such notice shall be accompanied by current information as to the financial responsibility and standing of the proposed transferee. Landlord shall have the right to request such other and further documentation concerning the proposed Tenant Transfer and the proposed transferee as Landlord deems necessary to consider and evaluate the Transfer Notice. Within 15 days of the later to occur of (i) the date Landlord receives Tenant's Transfer Notice, and (ii) the date Landlord receives the last of the additional documentation requested by Landlord under the immediately preceding sentence, Landlord shall give Tenant notice that Landlord has (A) approved the proposed Tenant Transfer or (B) declined to approve the proposed Tenant Transfer. . This section shall not apply to transfer in name only of Tenant owned businesses (i.e. from a Tenant owned LLC to a Tenant owned Corporation) provided ownership of the Tenant does not change and Tenant provided 30 days prior notice of such change to the Landlord.

**SECTION 18.02**      **Prohibited Transfers.** Any Tenant Transfer consummated without complying with the terms, conditions and restrictions of this Article shall be an automatic Event of Default with respect to which Tenant is not entitled to notice or any opportunity to cure. In that regard, Tenant acknowledges and agrees that any delegation of the use or occupancy of the Property or any portion thereof (other than pursuant to Section 18.02) shall be deemed to be a Tenant Transfer hereunder.

## **ARTICLE XIX DEFAULT**

### **SECTION 19.01**      **Tenant's Default.**

(a) If (i) Tenant defaults in the payment of any installment of Rent (or any portion thereof), (ii) Tenant defaults in the observance of any other obligation, covenant or agreement herein contained and such default is not cured within 30 days after receipt of notice thereof from Landlord, or (iii) Tenant shall (A) become insolvent or bankrupt or file or become subject to any insolvency, bankruptcy or debtor proceedings, voluntary or involuntary, in any court pursuant to any statute, federal or state, (B) shall become subject to the appointment of a receiver or trustee for any of its property, (C) shall acknowledge an



inability to pay its debts as and when they become due, or (D) shall make an assignment for the benefit of creditors, petition for reorganization, or make any such other arrangement with creditors pursuant to law (each such occurrence, an "Event of Default" or "Default"), then Landlord may, by giving notice to Tenant at any time thereafter and during the continuance of such Event of Default:

(i) terminate this Lease and upon such termination Tenant shall immediately surrender possession of the Property to Landlord, and Landlord shall immediately become entitled to receive from Tenant, as liquidated, agreed final damages, an amount equal to the aggregate of all Rent reserved hereunder (discounted to present value at an annual interest rate equal to 4%), determined as of the date of such termination, or, alternatively at the choice of the Landlord, Landlord may collect from Tenant (A) any damage or loss of Rent sustained by Landlord in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or in a single proceeding deferred until what would have been the expiration date of this Lease if Tenant had not committed a default (and with respect to such deferred amounts Tenant knowingly and voluntarily waives any right to assert the defenses of estoppel, laches or waiver, or the lapse or expiration of any statute of limitations), and (B) such other and further damages or losses Landlord may incur or sustain including damages resulting from any breach of agreements with governing authorities regarding grant money;;

(ii) with or without terminating this Lease, as Landlord may elect, re-enter and repossess the Premises, or any part thereof, and lease them to any third-party upon such terms and conditions as Landlord reasonably elects, for a term within or beyond the Term; provided, however, that any such reletting prior to termination shall be for the account of Tenant, and Tenant shall remain liable for (A) all items of Rent which would be payable hereunder by Tenant in the absence of such expiration, termination or repossession, less (B) the net proceeds, if any, of any reletting effected for the account of Tenant after deducting from such proceeds all of Landlord's costs and expenses in connection with such reletting (including, without limitation, reasonable attorneys' fees and expenses, alteration costs and expenses of preparation for such reletting); or

(iii) perform such obligation(s) of Tenant in accordance with the applicable provisions of this Lease on behalf of, and at the expense of Tenant, payable as Additional Rent, and subject to the imposition of interest thereon at the Default Rate.

(b) In addition to and not in lieu or reduction of the foregoing, Landlord shall be entitled to all other rights and remedies available to Landlord at law, in equity or otherwise including, without limitation, the right to recover interest at the Default Rate on any amounts due from Tenant hereunder from the date of delinquency through the date of payment in full, and the right to seek specific performance, injunctive relief a declaratory judgment or any other equitable remedy. Notwithstanding anything contained herein to the contrary with respect to the controlling statutes and laws (or any successor provision thereto) which requires that a landlord take reasonable measures to mitigate the damages receivable against a defaulting tenant, Landlord shall use commercially reasonable efforts to mitigate Landlord's damages, including reletting the Property or any portion thereof; provided, however, Tenant agrees that the foregoing agreement by Landlord shall not (i) shift the burden of proof as to Landlord's efforts to mitigate damages, which shall be borne in accordance with the law of the State of Illinois, or (ii) require Landlord to lease the Property to a tenant inconsistent with the quality and character of the Property or of lesser financial condition or reputation than the original tenant under this Lease or ordinarily required by Landlord.

**SECTION 19.02** Waiver; Non-Exclusive Remedies. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought under or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Property, and/or any claim of injury or damage. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future



law if this Lease is terminated or Tenant is evicted or dispossessed by reason of violation by Tenant of any of the provisions of this Lease. Except as otherwise expressly set forth in this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy in this Lease or by law or in equity provided, but each shall be cumulative and in addition to every other right or remedy given in this Lease or now or hereafter existing at law or in equity or otherwise.

**SECTION 19.03**      Limitation on Landlord's Remedies. Notwithstanding anything to the contrary contained in this Lease but excluding the damages resulting from the Tenant hold over as set forth in Section 21.01 hereof, each party shall not have any right to sue the other for any consequential, punitive or incidental damages (including, without limitation, any claims for lost profits and/or lost business opportunity).

**SECTION 19.04**      Landlord Default; Tenant Remedies. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for a period of more than 30 days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature as to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such 30 day period and diligently pursued such efforts to complete such cure), Tenant may pursue its remedies available at law or in equity. Tenant agrees to give any first institutional mortgagee of the Property, which has by written notice to Tenant so requested, a duplicate notice of any notice of default given to Landlord, and Tenant further agrees that such mortgagee shall thereafter have the same simultaneous time to cure such default as provided Landlord hereunder.

## **ARTICLE XX SUBORDINATION, TRANSFER OF INTEREST**

**SECTION 20.01**      Subordination. This Lease is and shall be expressly subject and subordinate at all times to (i) any ground or underlying lease of the Premises and Property, now or hereafter existing, and all amendments, renewals and modifications to any such lease, and (ii) the lien of any mortgage or trust deed now or hereafter encumbering fee title to the Premises, Property, and/or the leasehold estate under any such lease, unless such ground lease or ground lessor, or mortgage or mortgagee, expressly provides or elects that this Lease shall be superior to such lease or mortgage. If any such mortgage or trust deed is foreclosed, or if any such lease is terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment by any mortgagee, trustee, lessor, purchaser or assignee; provided, however, that Tenant agrees upon request by any such mortgagee, holder, lessor or purchaser at foreclosure, to execute and deliver such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment, or any other documents required to evidence superiority of the ground lease or mortgage, should ground lessor or mortgage elect such superiority. Any mortgagee shall have the right at any time to declare this Lease to be superior to the lien, provisions, operation and effect of the instrument benefitting such mortgagee and Tenant shall execute, acknowledge and deliver all mutually agreeable documents required by such mortgagee in confirmation thereof within 20 days after written request therefor from Landlord.

**SECTION 20.02**      Transfer of Interest. Landlord (or its successor in interest) shall provide Tenant with notice upon or immediately after any sale or transfer of Landlord's interest in the Property. Landlord named herein shall cease to be liable to Tenant hereunder from and after the date of such sale or transfer regardless of the date on which Tenant receives notice of such sale or transfer.

**SECTION 20.03**      Estoppel Certificates. Tenant and Landlord each agree, within 10 days of the other's request, to execute and deliver to such requesting party (or any Mortgagee, as the case may be) on



a form prepared by or on behalf of the party so requesting, an estoppel certificate (a) ratifying this Lease and confirming that there are no modifications or amendments to this Lease, except as may be stated in the certificate, (b) confirming the commencement and expiration dates of this Lease, (c) certifying that there is no default under this Lease, and that there are no offsets or defenses to enforcement of this Lease, except as may be stated in the certificate, (d) stating the date through which Rent payable by Tenant have been paid, and (e) providing such additional information as reasonably requested by the party.

## **ARTICLE XXI EXPIRATION OF TERM**

**SECTION 21.01**      Holding Over. If Tenant retains possession of the Premises or any part thereof after the termination of the Term, by lapse of time or otherwise, or after termination of Tenant's right to possession of the Premises, then such holdover shall be treated as a tenancy at sufferance and shall be on the terms and conditions as set forth in this Lease as far as applicable except Tenant shall pay to Landlord Annual Minimum Rent, at double the rate payable for the month immediately preceding said holding over (including increases for Additional Rent which Landlord may reasonably estimate), computed on a per month basis, for each month or part thereof (without reduction for any such partial month) that Tenant thus remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

## **ARTICLE XXII NOTICE**

**SECTION 22.01**      Where and How Given. All notices or demands which either party hereto either is required to or may desire to serve upon the other shall be in writing and shall be sufficiently served upon such other party, (a) by mailing a copy thereof by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom the notice is directed at the "Notice Address" of such party, (b) by a reliable overnight courier, all charges prepaid, furnishing a receipt upon delivery, and addressed to the party at the Notice Address of that party, or (c) by electronic transmittal requesting a "read receipt," but subject to and conditioned on the simultaneous sending of a copy of any such notice by the method described in (a) or (b) above. The Notice Address of each party is set forth in Article I. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served, as hereinbefore provided, by either party upon the other party.

**SECTION 22.02**      When Given. Unless otherwise provided for herein, notice shall be deemed to have been served at the earlier of the date received or refused; provided, however, that any notice given pursuant to Section 22.01(c) above shall not be effective until receipt or refusal of the simultaneously notice given pursuant to Section 22.01(a) or (b). If, however, such notice pertains to the change of the Notice Address of either of the parties hereto, then such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.



## **ARTICLE XXIII MISCELLANEOUS**

**SECTION 23.01**      **Construction.** In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and *vice versa*, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. This Lease shall be construed without regard to: (a) the identity of the party who drafted the various provisions hereof, and (b) the addition or deletion of text made during the negotiation of this Lease. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

**SECTION 23.02**      **Section Headings.** The section headings in this Lease are for convenience only and do not in any way limit or simplify the terms and provisions of this Lease, nor should they be used to determine the intent of the parties or interpret the substantive provisions hereof.

**SECTION 23.03**      **Partial Invalidity.** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION 23.04**      **Waiver.** The failure of either party to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition contained in this Lease shall not be deemed a waiver of such redress (unless expressly stated in this Lease) and shall not prevent a similar subsequent act from constituting a default or an Event of Default under this Lease. No endorsement or statement on any check or letter accompanying a check for payment of Rent shall 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 other payment or to pursue any other remedy provided in this Lease. No agreement to accept a surrender of the Property or this Lease other than at the expiration or earlier termination of the Term shall be valid unless in a writing signed by Landlord. The delivery of keys, abandonment of the Property, and/or any attempt to deliver possession of the Property by Tenant to Landlord or any agent or employee of Landlord shall not operate as a termination of this Lease or a surrender of the Property.

**SECTION 23.05**      **Governing Law.** This Lease shall be governed and construed in accordance with the laws of the State of Illinois, without effect to its laws of conflicts.

**SECTION 23.06**      **Time.** Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

**SECTION 23.07**      **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord and the successors and assigns of Tenant; provided, however, that this Section shall not be deemed to afford Tenant any right to any Tenant transfer except as otherwise specifically provided for herein.

**SECTION 23.08**      **Broker.** Landlord and Tenant represent to each other that no broker or person is entitled to any commission by reason of the negotiation and execution of this Lease, other than the Brokers identified in Section 1.01, and Landlord agrees that Landlord shall be solely responsible for the fees and commissions of the Brokers. Landlord and Tenant agree to indemnify, defend and hold each other harmless against any and all claims by any other person for brokerage commissions or fees arising out of any



conversation, negotiations or other dealings held by the other party with any other broker regarding this Lease.

SECTION 23.09      Memorandum of Lease. Landlord and Tenant agree that neither of them shall record this Lease or any memorandum or short form thereof.

SECTION 23.10      Entire Agreement. This instrument contains the entire and only agreement between the parties and no oral statements or representations or written matter not contained in this instrument shall have any force or effect. This Lease shall not be amended or modified in any way except by a writing executed by both parties. All of the exhibits attached to this Lease are incorporated into this Lease by reference are for all purposes a part of this Lease.

SECTION 23.11      Relationship of Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties hereto.

SECTION 23.12      Force Majeure. If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, pandemics, governmental restrictions or other reasons of a like nature beyond the reasonable control of the party delayed in performing works or doing acts required under the terms of this Lease (any such delay, hindrance or prevention is referred to as "Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay, except as otherwise specifically provided herein to the contrary. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds and shall not apply to an obligation of a party under this Lease to pay money when the same is due.

SECTION 23.13      Limitation of Landlord's Liability. Any obligation or liability whatsoever of the Landlord which may at any time arise under or pursuant to this Lease or any obligation or liability that may be incurred by Landlord pursuant to any other instrument, transaction, or undertaking contemplated hereby, shall be satisfied, if at all, out of the Landlord's interest and estate in the Premises and the Property. No such obligation or liability shall be personally binding on nor shall resort for the enforcement thereof be had to any other property of the Landlord or the private property of any of its officers, directors, stockholders, members, partners, employees, brokers, or affiliates, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

SECTION 23.14      Landlord's Right to Perform Tenant's Duties. Without limiting Landlord's other rights under this Lease, following an Event of Default by Tenant hereunder, if Tenant fails to timely perform any of its duties under this Lease, and if such failure adversely affects the structure or systems of the building comprising the Premises or Property or otherwise creates an emergency situation, then Landlord shall have the right (but not the obligation), upon 5 days' notice to Tenant and Tenant's failure within said 5-business day period (except that no such notice or cure period shall be required in the case of an emergency), and without limiting any other rights or remedies available to Landlord, to perform such duty on behalf and at the expense of Tenant without further prior notice to Tenant, and all out-of-pocket sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be Additional Rent under this Lease and shall be due and payable upon demand by Landlord.

SECTION 23.15      Consents. Except as may be otherwise expressly set forth in this Lease, whenever under this Lease provision is made for either party's securing the consent or approval of the other party such consent or approval shall be in writing to be effective.



**SECTION 23.16**      **Landlord's Costs.** Tenant shall pay Landlord's reasonable fees and expenses, including, without limitation, legal, engineering and other consultants' fees and expenses, incurred in connection with Tenant's request for Landlord's consent under this Lease, or in connection with any other act by Tenant which requires Landlord's consent or approval under this Lease.

**SECTION 23.17**      **Attorneys' Fees.** In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees, costs and expenses. If either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has violated the covenant or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding incurred by the other party, including reasonable attorneys' fees, costs and expenses.

**SECTION 23.18**      **Guarantors.** All obligations on the part of Tenant to be performed and complied with are guaranteed the Guarantors, according to the provisions of a Guaranty executed by each Guarantor substantially in the form of Exhibit C attached hereto and made a part hereof.

**SECTION 23.19**      **Survival of Obligations.** The obligation to pay any sums due to either party from the other that by the terms hereof would not be payable, or are incapable of calculation, or remain subject to adjustment or reconciliation, until after the expiration or sooner termination of this Lease shall survive and remain a continuing obligation until paid. All indemnity obligations under this Lease shall survive the expiration or earlier termination of this Lease.

**SECTION 23.20**      **Joint and Several Liability.** If Tenant consists of more than one person, then the persons constituting Tenant shall be jointly and severally liable hereunder.

**SECTION 23.21**      **Definition of Hereunder, Herein, etc..** Unless the context clearly indicates to the contrary, the words "herein," "hereof," "hereunder," "hereafter," and words of similar import refer to this Lease and all of the exhibits attached hereto as a whole and not to any particular section, subsection, or paragraph hereof.

**SECTION 23.22**      **Counterparts.** This instrument may be executed in several counterparts via pdf or electronic signatures, each of which shall be deemed an original. The signatures to this instrument may be executed and notarized on separate pages, and when attached to this instrument, shall constitute one complete document.

**SECTION 23.23**      **Entry by Landlord.** Landlord and Landlord's representatives may enter the Building and Property during normal business hours after 24 hours' notice for the purposes of performing any work required of or permitted to be performed by Landlord under the terms of this Lease, confirming Tenant compliance with the terms and conditions hereof, and exhibiting the Building and Property to prospective mortgagees and buyers and, during the last 3 months of the Term, to prospective tenants. In the event of an emergency, Landlord need only give such notice as is reasonable under the circumstances but will give Tenant notice as promptly as is practicable under the circumstances (which may be after the fact). The parties shall cooperate and act in good faith to minimize interference with respect to each party's work and/or operations.

**SECTION 23.24**      **Landlord's Lien.** In addition to any statutory lien for rent in Landlord's favor, Landlord (the secured party for purposes thereof) shall have, and Tenant (the debtor for purposes hereof) hereby grants to Landlord, an express contract lien and a continuing security interest to secure the payment of all Rent due hereunder from Tenant, upon all fixtures, furniture, inventory, accounts, contract rights, chattel paper presently or hereafter situated in the Premises or Property, owned exclusively by Tenant and



upon all proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property. Upon a default by Tenant under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the State of Illinois, including without limitation the right to sell the property described in this paragraph at public or private sale upon 10 days' notice to Tenant, which notice Tenant hereby agrees is reasonable. Tenant hereby agrees to execute such other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that this Lease and the security interest granted herein serve as a financial statement, and a copy or photographic or other reproduction of this Section may be filed of record by Landlord and have the same force and effect as the original. Tenant warrants and represents that the collateral subject to the security interest granted herein is not purchased or used by Tenant for personal, family or household purposes. Tenant further warrants and represents to Landlord that the lien granted herein constitutes a first and superior lien.

**SECTION 23.25**      Financial Statements. Tenant and Guarantor shall, within 15 days following Landlord's written request, furnish Landlord financial statements of such entities for their most recent accounting year.

## **ARTICLE XXIV OPTION AGREEMENTS**

**SECTION 24.01**      Grant of Option. Landlord does hereby grant to Tenant the exclusive right and option (the "Option") to purchase the Property and Equipment (together) from Landlord, at any time during the period of 60 months from the Commencement Date.

**SECTION 24.02**      Option Fee. Landlord acknowledges that Tenant has delivered to Landlord the Option Fee, and other good and valuable consideration, as independent consideration for the grant of the Option. The Option Fee is immediately nonrefundable but shall be applied to the Option Purchase Price (defined below).

**SECTION 24.03**      Exercise of Option. In the event Tenant elects to exercise the Option, Tenant shall give written notice of such election to Landlord no later than 60 months after the Commencement Date. On the date that is 30 days after the delivery of such notice to Landlord (the "Closing Date"), Landlord shall sell and convey the Property to Tenant, and Tenant shall purchase and accept the Property from Landlord, subject to the terms and conditions set forth herein (the "Closing").

**SECTION 24.04**      Option Purchase Price; Inspections.

(a) If Tenant exercises the Option, the total purchase price to be paid by Tenant to Landlord for the Property and Equipment shall be **\$2,900,000.00** ("Option Purchase Price"), subject to the adjustments and credits below. The Option Purchase Price shall be decreased by a sum equal to the Option Fee plus an amount not to exceed \$180,000 which is otherwise equal to 20% of any and all Annual Minimum Rent received for Landlord's benefit by or on behalf of Tenant under the Lease (the "Credited Amount"). For avoidance of doubt the Credited Amount shall not exceed \$220,000.00.

(b) The balance of the Option Purchase Price shall be paid in cash at the Closing.

(c) Commencing on the date that Tenant exercises the Option as provided above and continuing until the Closing Date, Tenant and its agents may conduct such tests, studies, inspections, surveys, environmental assessments, surveys and title reviews ("Inspections") as Tenant may desire to



obtain or perform relating to title to the Property or the physical condition of the Property or any other element or aspect of the Property, and Landlord hereby grants Tenant and its agents permission to perform such Inspections. If Tenant, in its sole discretion, concludes that the physical condition of the Property or any other element or aspect of the Property is not acceptable, Tenant may terminate its obligations with respect to the purchase of the Property under the Option by providing written notice to Landlord no later than 5 business days before Closing. Failure to provide such notice shall be deemed a waiver of the Tenant's right to terminate. In any event, this agreement will continue in full force and effect with respect to the Lease.

SECTION 24.05      Closing.

(a) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

(i) Landlord shall convey good, marketable, and warranted, fee simple title to the Property to Tenant by special warranty deed (the "Deed"), and where appropriate, bills of sale and/or assignments, subject only to the Permitted Encumbrances, if any, but in any event free and clear of all liens and monetary encumbrances other than those which secure payment of current real property taxes levied against the Property.

(ii) Tenant shall deliver balance of the Option Purchase Price.

(iii) Landlord shall deliver possession of the Property to Tenant, free and clear of all tenancies and parties in possession and the Lease shall terminate.

(b) Each party shall timely deposit such deposits, monies, and documents with the title company of Tenant's choice as may be reasonably requested by Tenant or by said title company or as are necessary for the conveyance of the Property in accordance with the Option terms set forth herein. After the Closing, Tenant and Landlord agree to promptly execute such further documentation and take such further acts as are reasonably required to accomplish or properly document or verify the conveyance of the Property in accordance with the terms of the Option.

(c) Tenant shall pay for the owner's title policy, all recording and transfer taxes, escrow fees and all other closing costs with respect to the Closing. Real estate and similar taxes and assessments, rents, security deposits, and other costs relating to the Property shall be prorated between the parties as of the Closing Date. Each party shall pay the fees incurred by its own legal counsel. The provision of this Article XXIV shall survive the Closing.

SECTION 24.06      Renewal Option. Landlord hereby grants to Tenant 1 option (the "Extension Option") to extend the Term for an additional 5 years (the "Extension Period") on the same terms, conditions and provisions as contained in this Lease, except as otherwise provided herein. The Extension Period shall commence the day after the initial Termination Date.

(a) The Extension Option shall be exercisable by written notice from Tenant to Landlord given no later than 9 full calendar months prior to the initial Termination Date, time being of the essence (the "Extension Notice"). If Tenant exercises an option to extend, such exercise shall be irrevocable except as otherwise set forth herein. If not so exercised, Tenant's option to extend, and any further option to extend, shall thereupon expire.



(b) Minimum Rent payable during the Extension Period shall be equal to the "Fair Market Rental Rate", for the lease term commencing on or about the date of commencement of the Extension Period for comparable space in buildings in the same market as the Building, as set forth below.

(c) Tenant may only exercise an option to extend and an exercise thereof shall only be effective, if at the time of Tenant's exercise of the option and on the commencement date of the Extension Period, this Lease is in full force and effect and no default by Tenant is occurring under this Lease beyond applicable notice and cure periods, and Tenant has not sublet any portion of the Premises, other than an assignment which is expressly permitted without Landlord's consent. Without limitation of the foregoing, no sublessee or assignee (other than an assignee to whom an assignment is expressly permitted without Landlord's consent) shall be entitled to exercise an option to extend, and no exercise of the option to extend by the original Tenant named herein shall be effective, if Tenant assigns this Lease or subleases any portion of the Leased Premises prior to the date of commencement of the Extension Period.

(d) In determining Fair Market Rental Rate for the option period, within 30 days after receipt of an Extension Notice from Tenant, Landlord shall advise Tenant of Landlord's reasonable determination of the applicable Fair Market Rental Rate for the Premises for the Extension Term. Tenant, within 20 days after the date on which Landlord advises Tenant of the applicable Fair Market Rental Rate for the Extension Term, shall either (i) give Landlord final binding written notice ("Binding Extension Notice") of Tenant's exercise of its option, or (ii) if Tenant disagrees with Landlord's determination, provide Landlord with written notice of rejection (the "Rejection Notice"). If Tenant fails to provide Landlord with either a Binding Extension Notice or Rejection Notice within such 20-day period, Tenant's Extension Option shall be null and void and of no further force and effect. Within 10 business days following Landlord's receipt of the Rejection Notice, Landlord and Tenant shall attempt in good faith to agree on the Fair Market Rental Rate to be charged with respect to the Extension Term (such 10-business day period being hereinafter referred to as the "Negotiation Period"). Upon agreement Tenant shall provide Landlord with Binding Extension Notice and Landlord and Tenant shall enter into the Extension Amendment in accordance with the terms and conditions hereof. If Landlord and Tenant are unable to agree upon the Fair Market Rental Rate during said Negotiation Period, then within 10 business days following the expiration of the Negotiation Period, (i) Tenant may rescind its option to extend by written notice to Landlord or (ii) Landlord and Tenant shall each select, to act as an arbitrator, an independent MAI appraiser with experience in real estate activities, including at least 10 years' experience in appraising similar space in the Chicagoland corridor suburban market. Within 5 business days after the appointment of the last of the two appraisers to be appointed, the two appointed appraisers shall select a third appraiser meeting the aforementioned criteria. If one party shall fail to make an appointment of an appraiser within 5 business days after receipt of a request to arbitrate as provided herein, then the appraiser chosen by the other party shall choose the other two appraisers. Once the arbitrators have been selected, then, as soon thereafter as practicable but in any event within 30 days, the arbitrators shall select one of two estimates of Fair Market Rental Rate submitted by Landlord and Tenant, and the estimate so selected by a majority of the arbitrators shall be the Fair Market Rental Rate. The decision of the appraisers of the Fair Market Rental Rate shall be submitted in writing to, and be final and binding on, Landlord and Tenant. The parties shall bear equally the cost of the foregoing arbitration.

(e) If Tenant is entitled to and properly exercises the Extension Option and upon resolution of the Fair Market Rental Rate under the option period, Landlord and Tenant shall diligently pursue and enter an amendment (an "Extension Amendment") to reflect changes in the Minimum Rent, Term and other appropriate terms; provided that an otherwise valid exercise of such Extension Option shall be fully effective whether or not such Extension Amendment is executed.

[Signature Page to Follow]



IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

LANDLORD:

RAS REAL ESTATE HOLDING 12N3RD  
LLC, an Illinois limited liability company,

  
\_\_\_\_\_  
RICHARD SIMPSON, JR., manager

Date: 6/16/25

TENANT:

REC HAUS LLC, an Illinois limited liability  
company,

  
\_\_\_\_\_  
ERIK GILLY, manager

Date: 06/16/2025



## EXHIBIT A

### Legal Description

UNITS 101, 102, 103, 201, 202, 203, 204, 205, 206, 301, 302, 303, 401, 402, 403, 501, 502, 503, 504, 505, 506, 601, 602, 603, 604, 605, 606, 607, 701, 702, 703, 704, 705, 706, 707, 708, 801, 802, 901, 902, 903, 1001, 1002, 1003, 1101, 1102, 1103, 1201, 1202, 1203, 1301, 1302, 1303, 1401, 1402, 1403, 1501, 1502, 1503, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1701, 1702, 1703, 1801, 1802, 1803, 1901, 1902, 1903, 2001, 2002, 2003, 2101, 2102, 2103, 2201, 2202, 2203, 2301, 2302, 2303, 2401, 2402, 2403, 2404, 2405, 2406, 2501, 2502, 2503, 2601, 2602, 2603, 2604, 2605, 2701, 2702, 2703, 2801, 2802, 2803, 2804, 2805, AND 2806 IN THE MARKET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN BLOCK 45 OF THE OLD TOWN OF ST. CHARLES ON THE WEST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 11, 1981 AS DOCUMENT NO. 1596747 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Permanent Real Estate Index Numbers: 09-27-362-011 through and including 09-27-362-120  
Address of Real Estate: 12 North Third Street, St. Charles, Illinois 60174



EXHIBIT B  
Equipment List



Exhibit C  
Guaranty

16th

On this <sup>^</sup>day of June, 2025, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s), jointly and severally, irrevocably and unconditionally guarantee the payment of rent and performance by the Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of that certain Lease by and between RAS REAL ESTATE HOLDING 12N3RD LLC, an Illinois limited liability company ("Landlord"), and REC HAUS LLC, and Illinois limited liability company ("Tenant") and ERIK GILLY and MORGAN GILLY (Guarantor), dated June 16th, 2025 for that premises commonly known as 12 North Third Street, St. Charles, Illinois 60174 (hereinafter "Lease"), and any other sums due by Tenant to Landlord, including, without limitation, advances made by Landlord on Tenant's behalf and attorneys' fees and other expenses incurred by Landlord enforcing the provisions of the Lease.

In the event of any default by Tenant of any of Tenant's obligations, Guarantor shall pay on demand by Landlord any and all unpaid Tenant's obligations. The Guaranty made hereunder is of payment and not of collection, and Guarantors waives any right to require that any action be brought against Tenant or any other person liable for payment of any of Tenant's obligations. Guarantor shall also pay on demand by Landlord any and all expenses (including, without limitation, attorneys' fees) incurred by Landlord in the enforcement of the Lease and the preparation therefor, whether or not an action or proceeding to enforce the same shall have been instituted. In any right of action that may accrue to Landlord by reason of any of Tenant's obligations, Landlord may, at its option, proceed against (a) Guarantor together with the Tenant, (b) Guarantor and Tenant separately, (c) Guarantor only, without having first proceeded against Tenant, or (d) Guarantors separately.

Guarantor consents that, without affecting Guarantor's liability, the parties may, without notice to or consent of the Guarantor, alter, amend, modify, or extend the terms and conditions of the Lease to which this Guarantee is attached, and that Landlord may, without affecting Guarantor's liability, without notice to or consent of Guarantor, release, surrender, modify, or extend the periods of duration or the time for performance of any covenant or condition contained in the Lease, whether monetary or non-monetary. Guarantor hereby ratifies and affirms any such actions and all such actions shall be binding on Guarantor, and Guarantor hereby waives all defenses, counterclaims, or offsets which Guarantor may have.

Guarantor hereby waive (a) notice of acceptance of this Guaranty and of the creation of Tenant's obligations; (b) presentment and demand for payment of Tenant's obligations; (c) notice of dishonor, protest, and notice of protest to Tenant, Guarantor, and any other person in connection with nonpayment when due of Tenant's obligations; (d) any and all other notices to which Guarantor might otherwise be entitled except as disability or other defense of Tenant; (e) any and all rights with respect to any collateral under any section or provision of the United States Bankruptcy Code, as now existing or hereafter amended from time to time, or any other debtor's or Guarantor's remedy thereunder or under other federal or state law affecting creditor's rights; (f) diligence in any attempt to collect Tenant's obligations, to realize upon the security therefor, or to collect from whomsoever any amount, the payment of which is guaranteed hereby (g) the protection of any security for the payment of Tenant's obligations; (h) any and all other matters waived by Tenant under the Lease; and (i) the observance of any and all formalities that might otherwise be required to charge Guarantor with liability hereunder. Until Tenant's obligations have been repaid in full, Guarantor shall have no right of subrogation against Tenant in connection with this Guarantee nor any right to participate in realization upon security for any of Tenant's obligations.

GUARANTOR:



06/16/2025

Erik Gilly



06/16/2025

Y





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2025

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

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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> PCF Insurance Services of the West, LLC DBA: Total Insurance Services 3175 Commercial Ave Northbrook IL 60062	<b>CONTACT NAME:</b> Neal Beyer <b>PHONE (A/C, No, Ext):</b> (847) 205-1777 <b>E-MAIL ADDRESS:</b> nealb@totins.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Society Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 111159
<b>INSURED</b> Rec Haus LLC, DBA: Rec Haus 12 N. 3rd St. Charles IL 60174		

**COVERAGES****CERTIFICATE NUMBER:** CL2563079610**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	SOBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Liquor Liability	Y		LL20006302025	06/30/2025	06/30/2026	CSL \$1,000,000

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

THE CITY OF SAINT CHARLES, ITS OFFICIALS, AGENTS AND EMPLOYEES ARE AN ADDITIONAL INSURED IN RESPECT TO LIQUOR LIABILITY LOCATED AT OR NEAR 12 N. 3RD STREET SAINT CHARLES IL 60174.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF SAINT CHARLES</b> 2 E. MAIN STREET  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.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	--

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Form **LLC-5.5**

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

**FILE # 15181184**

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

**Filing Fee: \$150**

**Approved By: MXB**

**FILED**

**SEP 04 2024**

**Alexi Giannoulias  
Secretary of State**

1. **Limited Liability Company Name:** REC HAUS LLC

2. **Address of Principal Place of Business where records of the company will be kept:**  
100 SOUTH RIVER STREET

AURORA, IL 60506

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

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

ZENBUSINESS INC.  
1 W OLD STATE CAP PLZ, STE 805  
SPRINGFIELD, IL 62701

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:**

GILLY, ERIK



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: SEPTEMBER 04, 2024

ERIK GILLY





<b>TEMPORARY BASSET CARD</b>	
This document certifies that	
ERIK GILLY	
has successfully completed the BASSET On The Fly ON-PREMISE BASSET certification course	
CERTIFICATE #/STUDENT ID:	30391
ISSUE DATE:	06/11/2025
*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS	
<b>BASSET ON THE FLY</b>	
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**

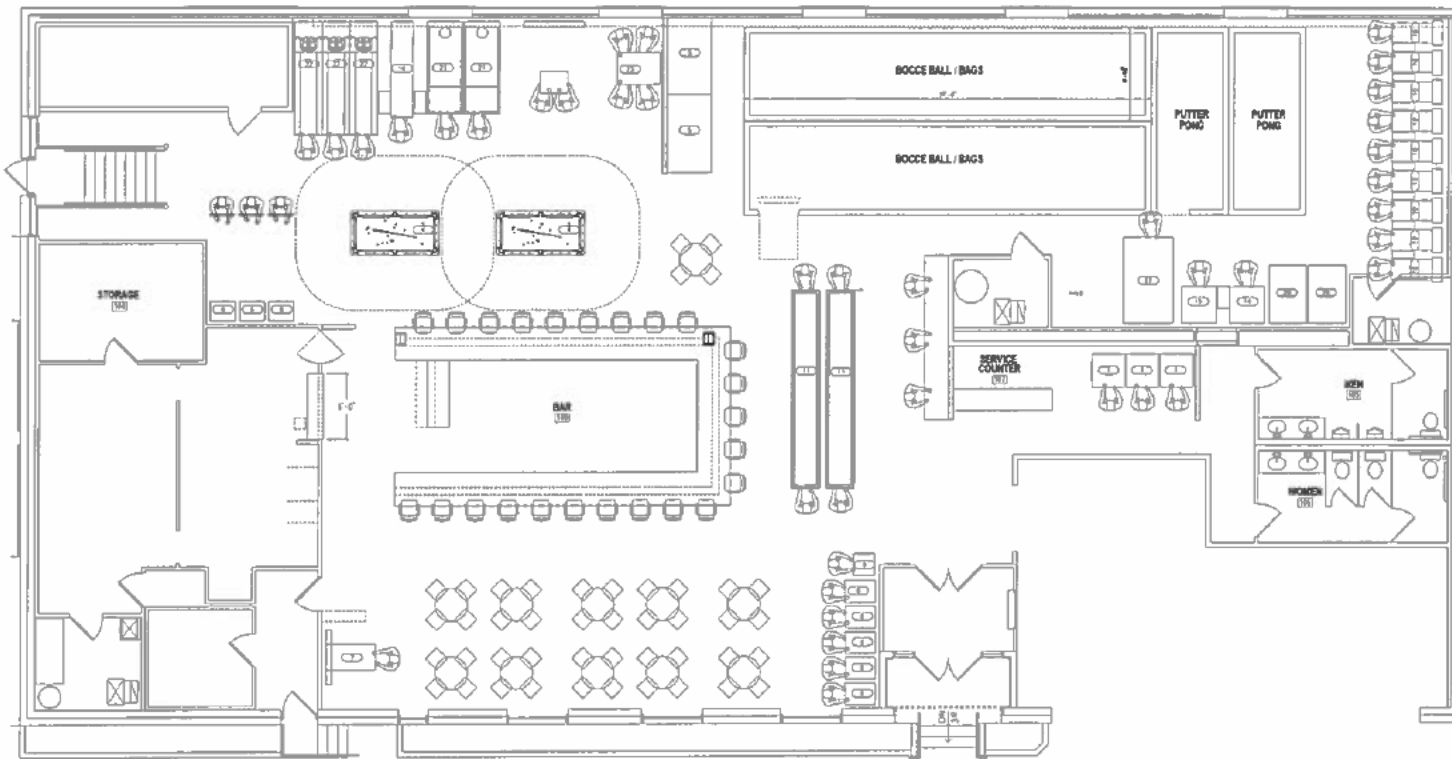
2626 Cole Ave, Suite 300 #512, Dallas, TX 75204  
312-366-3383

support@bassetonthe-fly.com  
www.bassetonthe-fly.com

Per ILCC rules, this temporary BASSET card is valid for 30 days.

Within 30 days, your official 3-year BASSET card will be issued electronically by the ILCC and available for download at <https://mytax.illinois.gov/?link=basset>.





1 FLOOR PLAN  
 A1.0 SCALE: 1/4" = 1'-0" ← N



# REC-HAUS

**12 N 3rd ST  
ST. CHARLES, IL 60174**



VICINITY MAP 

### EGRESS ANALYSIS

[illegible]

## ACCESSIBILITY ANALYSIS

[illegible][illegible]

## INDEX TO DRAWINGS

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1992	12.000.000,-
1993	12.000.000,-
1994	12.000.000,-
1995	12.000.000,-
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2110	12.000.000,-
2111	12.000.000,-

## GENERAL DATA

[illegible]

## BUILDING CODE

1. 2017	2017-2018	2018-2019	2019-2020
2. 2018	2018-2019	2019-2020	2020-2021
3. 2019	2019-2020	2020-2021	2021-2022
4. 2020	2020-2021	2021-2022	2022-2023
5. 2021	2021-2022	2022-2023	2023-2024
6. 2022	2022-2023	2023-2024	2024-2025
7. 2023	2023-2024	2024-2025	2025-2026
8. 2024	2024-2025	2025-2026	2026-2027
9. 2025	2025-2026	2026-2027	2027-2028
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17. 2033	2033-2034	2034-2035	2035-2036
18. 2034	2034-2035	2035-2036	2036-2037
19. 2035	2035-2036	2036-2037	2037-2038
20. 2036	2036-2037	2037-2038	2038-2039
21. 2037	2037-2038	2038-2039	2039-2040
22. 2038	2038-2039	2039-2040	2040-2041
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24. 2040	2040-2041	2041-2042	2042-2043
25. 2041	2041-2042	2042-2043	2043-2044
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27. 2043	2043-2044	2044-2045	2045-2046
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29. 2045	2045-2046	2046-2047	2047-2048
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37. 2053	2053-2054	2054-2055	2055-2056
38. 2054	2054-2055	2055-2056	2056-2057
39. 2055	2055-2056	2056-2057	2057-2058
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41. 2057	2057-2058	2058-2059	2059-2060
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43. 2059	2059-2060	2060-2061	2061-2062
44. 2060	2060-2061	2061-2062	2062-2063
45. 2061	2061-2062	2062-2063	2063-2064
46. 2062	2062-2063	2063-2064	2064-2065
47. 2063	2063-2064	2064-2065	2065-2066
48. 2064	2064-2065	2065-2066	2066-2067
49. 2065	2065-2066	2066-2067	2067-2068
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51. 2067	2067-2068	2068-2069	2069-2070
52. 2068	2068-2069	2069-2070	2070-2071
53. 2069	2069-2070	2070-2071	2071-2072
54. 2070	2070-2071	2071-2072	2072-2073
55. 2071	2071-2072	2072-2073	2073-2074
56. 2072	2072-2073	2073-2074	2074-2075
57. 2073	2073-2074	2074-2075	2075-2076
58. 2074	2074-2075	2075-2076	2076-2077
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63. 2079	2079-2080	2080-2081	2081-2082
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67. 2083	2083-2084	2084-2085	2085-2086
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71. 2087	2087-2088	2088-2089	2089-2090
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125. 2141	2141-2142	2142-2143	2143-2144
126. 2142	2142-2143	2143-2144	2144-2145
127. 2143	2143-2144	2144-2145	2145-2146
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129. 2145	2145-2146	2146-2147	2147-2148
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132. 2148	2148-2149	2149-2150	2150-2151
133. 2149	2149-2150	2150-2151	2151-2152
134. 2150	2150-2151	2151-2152	2152-2153
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137. 2153	2153-2154	2154-2155	2155-2156
138. 2154	2154-2155	2155-2156	2156-2157
139. 2155	2155-2156	2156-2157	2157-2158
140. 2156	2156-2157	2157-2158	2158-2159
141. 2157	2157-2158	2158-2159	2159-2160
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144. 2160	2160-2161	2161-2162	2162-2163
145. 2161	2161-2162	2162-2163	2163-2164
146. 2162	2162-2163	2163-2164	2164-2165
147. 2163	2163-2164	2164-2165	2165-2166
148. 2164	2164-2165	2165-2166	2166-2167
149. 2165	2165-2166	2166-2167	2167-2168
150. 2166	2166-2167	2167-2168	2168-2169
151. 2167	2167-2168	2168-2169	2169-2170
152. 2168	2168-2169	2169-2170	2170-2171
153. 2169	2169-2170	2170-2171	2171-2172
154. 2170	2170-2171	2171-2172	2172-2173
155. 2171	2171-2172	2172-2173	2173-2174
156. 2172	2172-2173	2173-2174	2174-2175
157. 2173	2173-2174	2174-2175	2175-2176
158. 2174	2174-2175	2175-2176	2176-2177
159. 2175	2175-2176	2176-2177	2177-2178
160. 2176	2176-2177	2177-2178	2178-2179
161. 2177	2177-2178	2178-2179	2179-2180
162. 2178	2178-2179	2179-2180	2180-2181
163. 2179	2179-2180	2180-2181	2181-2182
164. 2180	2180-2181	2181-2182	2182-2183
165. 2181	2181-2182	2182-2183	2183-2184
166. 2182	2182-2183	2183-2184	2184-2185
167. 2183	2183-2184	2184-2185	2185-2186
168. 2184	2184-2185	2185-2186	2186-2187
169. 2185	2185-2186	2186-2187	2187-2188
170. 2186	2186-2187	2187-2188	2188-2189
171. 2187	2187-2188	2188-2189	2189-2190
172. 2188	2188-2189	2189-2190	2190-2191
173. 2189	2189-2190	2190-2191	2191-2192
174. 2190	2190-2191	2191-2192	2192-2193
175. 2191	2191-2192	2192-2193	2193-2194
176. 2192	2192-2193	2193-2194	2194-2195
177. 2193	2193-2194	2194-2195	2195-2196
178. 2194	2194-2195	2195-2196	2196-2197
179. 2195	2195-2196	2196-2197	2197-2198
180. 2196	2196-2197	2197-2198	2198-2199
181. 2197	2197-2198	2198-2199	2199-2200
182. 2198	2198-2199	2199-2200	2200-2201
183. 2199	2199-2200	2200-2201	2201-2202
184. 2200	2200-2201	2201-2202	2202-2203
185. 2201	2201-2202	2202-2203	2203-2204
186. 2202	2202-2203	2203-2204	2204-2205
187. 2203	2203-2204	2204-2205	2205-2206
188. 2204	2204-2205	2205-2206	2206-2207
189. 2205	2205-2206	2206-2207	2207-2208
190. 2206	2206-2207	2207-2208	2208-2209
191. 2207	2207-2208	2208-2209	2209-2210
192. 2208	2208-2209	2209-2210	2210-2211
193. 2209	2209-2210	2210-2211	2211-2212
194. 2210	2210-2211	2211-2212	2212-2213
195. 2211	2211-2212	2212-2213	2213-2214
196. 2212	2212-2213	2213-2214	2214-2215
197. 2213	2213-2214	2214-2215	2215-2216
198. 2214	2214-2215	2215-2216	2216-2217
199. 2215	2215-2216	2216-2217	2217-2218
200. 2216	2216-2217	2217-2218	2218-2219
201. 2217	2217-2218	2218-2219	2219-2220
202. 2218	2218-2219	2219-2220	2220-2221
203. 2219	2219-2220	2220-2221	2221-2222
204. 2220	2220-2221	2221-2222	2222-2223
205. 2221	2221-2222	2222-2223	2223-2224
206. 2222	2222-2223	2223-2224	2224-2225
207. 2223	2223-2224	2224-2225	2225-2226
208. 2224	2224-2225	2225-2226	2226-2227
209. 2			

Cell type	Cell number
Cell type 1	1000
Cell type 2	2000
Cell type 3	3000
Cell type 4	4000
Cell type 5	5000
Cell type 6	6000
Cell type 7	7000
Cell type 8	8000
Cell type 9	9000
Cell type 10	10000

[illegible]

**compliance statement**

[illegible]

Architects 121

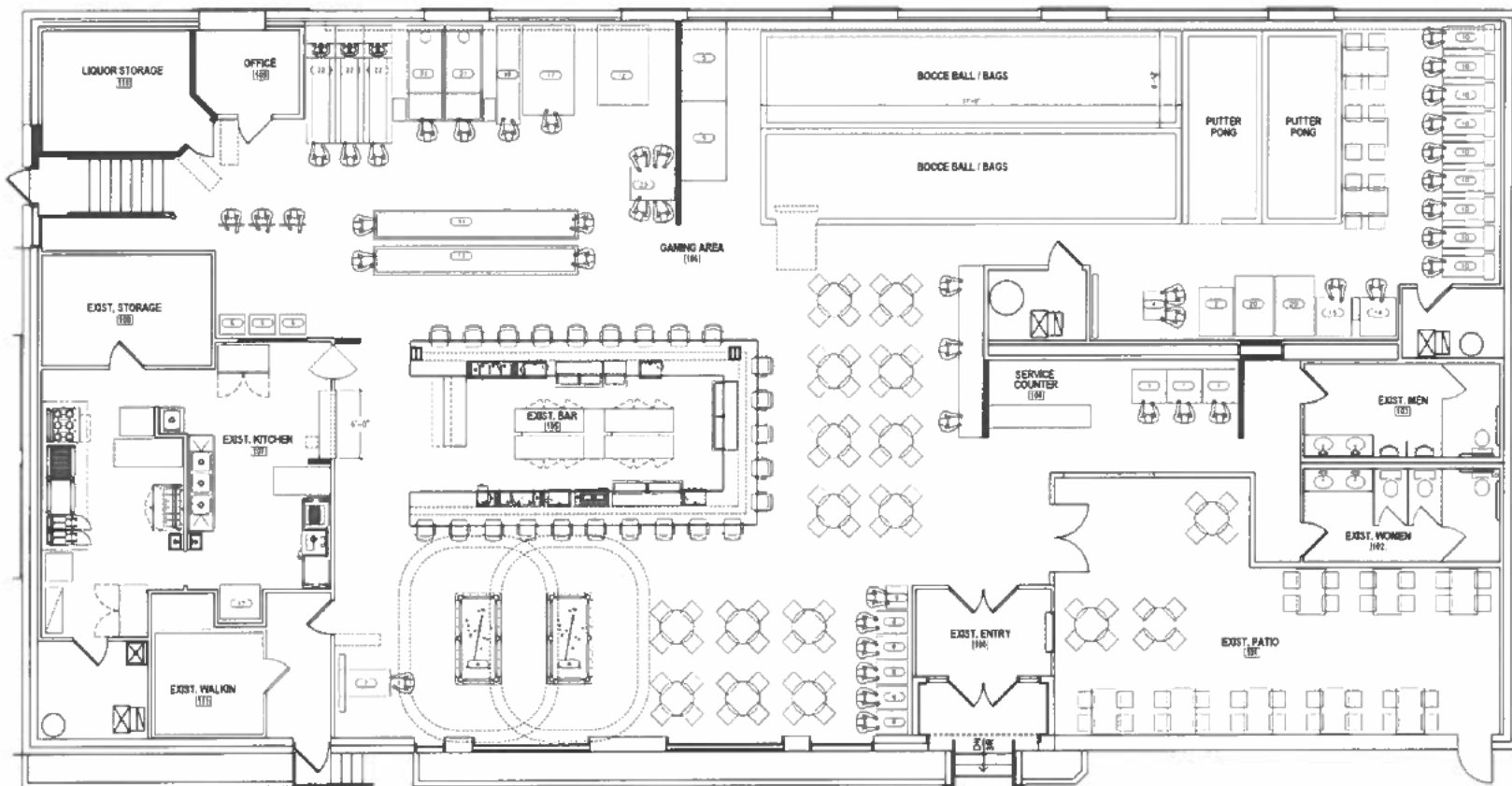
**SINCE-HAUS**

## T1.0









LAYOUT  
SCALE: 1/4" = 1'-0"











2 ALL PRINTED SURFACES IN GREEN INK. GOOD VISION. POINT GREEN. IT  
TURNS IN LIGHT-GREEN TO LIGHT. TUNNEL. IN SIGHT PLANT

[illegible][illegible]

(I) DOOR NO. - REFER TO DOOR SCHEDULE ON SHEET A1  
 (A) PARTITION TYPE - REFER TO PARTITION LEGEND ON SHEET A1  
 F.R. DENOTES EXISTING TO REMAIN (UNED)  
 NEW WALL  
 NEW EXTERIOR WALL TO REMAIN (UNED)  
 EXISTING COLUMN TO REMAIN  
 EXISTING WALL TO REMAIN (UNED)

[illegible]

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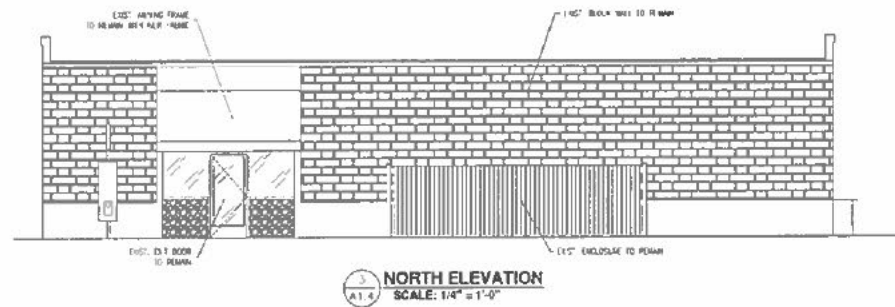
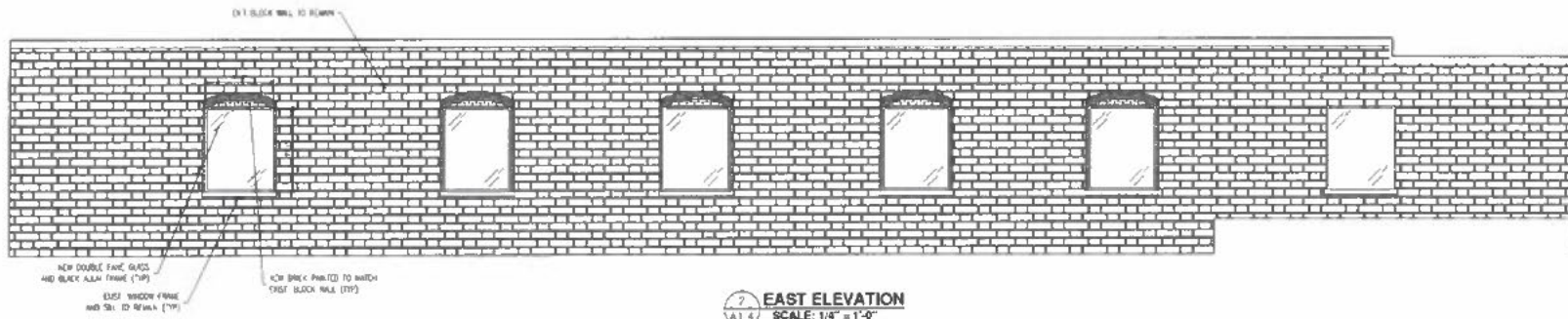
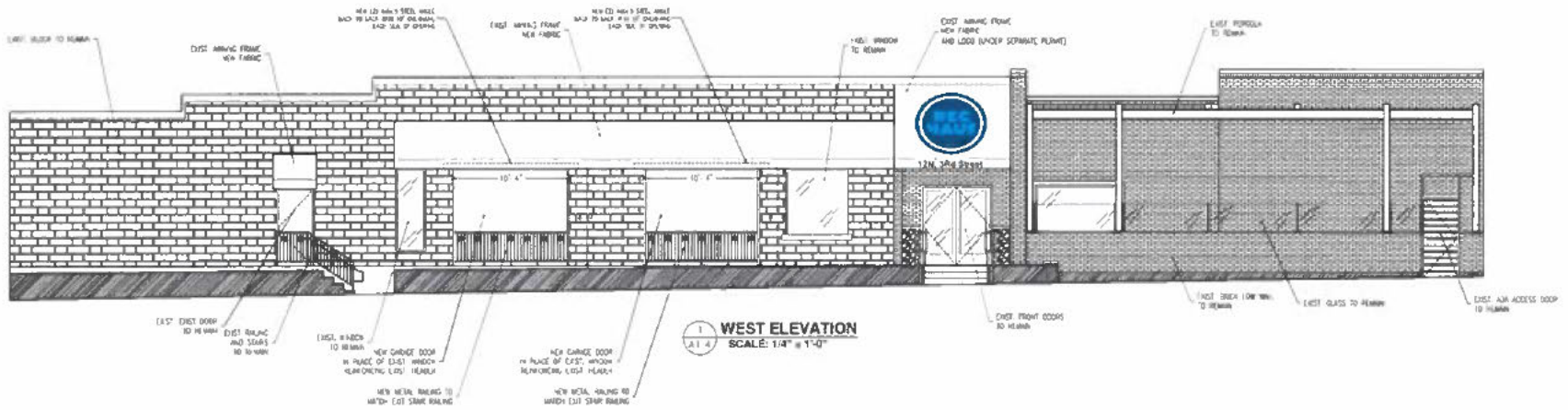
[illegible]

Figure 1: Schematic diagram of the experimental setup for the study of the effect of the type of the substrate on the growth of the microorganisms. The diagram shows a cross-section of a reactor with a stirrer, a gas inlet, and a gas outlet. The reactor is divided into two main sections: a top section for the gas phase and a bottom section for the liquid phase. The liquid phase is further divided into two sub-sections: a left section for the substrate and a right section for the microorganisms. The diagram is labeled with various components and parameters, including 'gas inlet', 'gas outlet', 'stirrer', 'substrate', 'microorganisms', 'reactor', 'gas phase', 'liquid phase', 'substrate phase', and 'microorganism phase'. Arrows indicate the flow of gas and liquid. Below the diagram, there are two tables. The first table is titled 'gas phase' and shows the concentration of O<sub>2</sub>, CO<sub>2</sub>, and H<sub>2</sub>O. The second table is titled 'liquid phase' and shows the concentration of O<sub>2</sub>, CO<sub>2</sub>, and H<sub>2</sub>O. The tables are labeled with 'gas phase' and 'liquid phase'.

[illegible][illegible][illegible]

## Architects 127

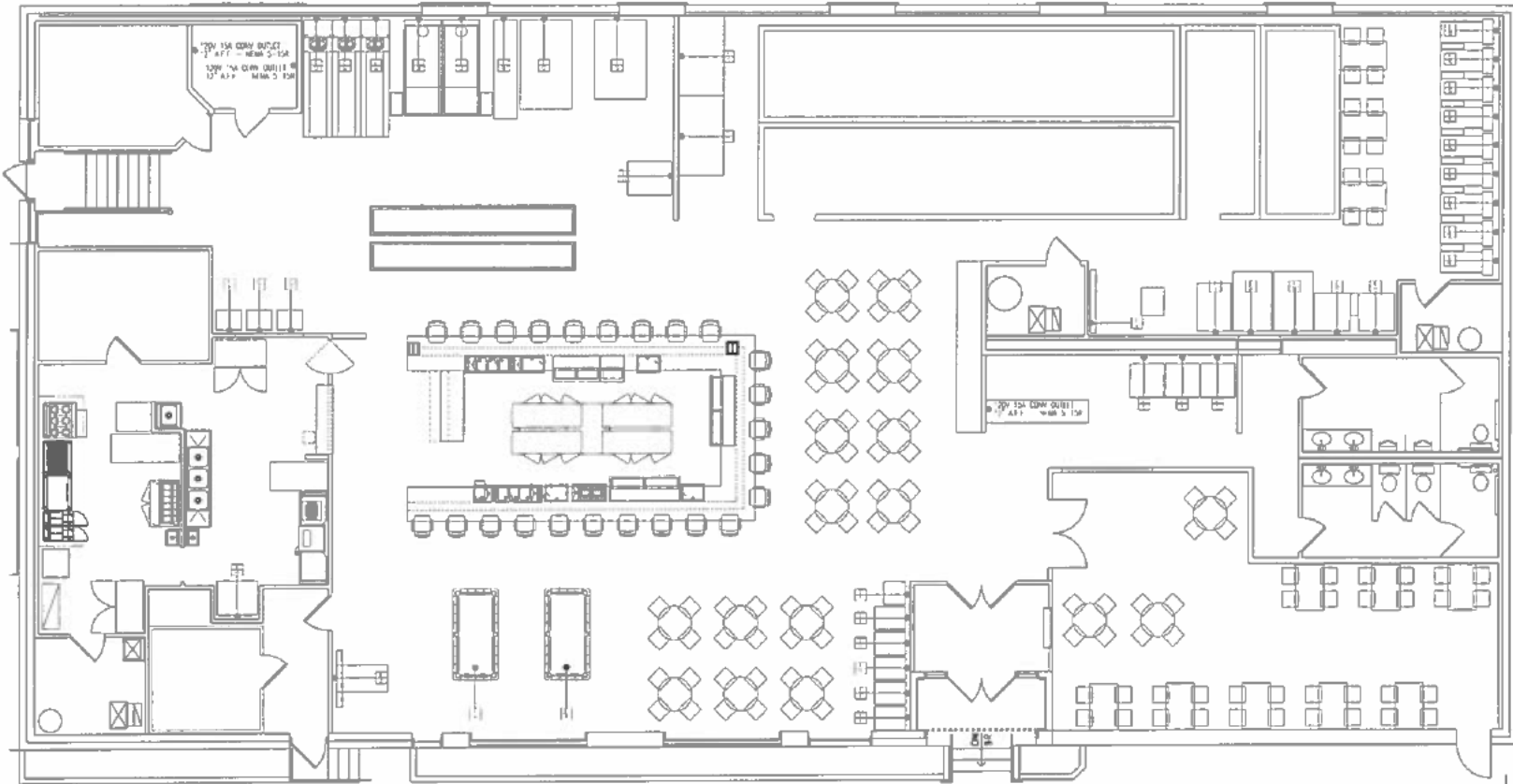






NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	10' x 12' x 8' CEILING	1	EA	120.00	120.00
2	10' x 12' x 8' WALL	1	EA	120.00	120.00
3	10' x 12' x 8' FLOOR	1	EA	120.00	120.00
4	10' x 12' x 8' ROOF	1	EA	120.00	120.00
5	10' x 12' x 8' STAIR	1	EA	120.00	120.00
6	10' x 12' x 8' ELEVATOR	1	EA	120.00	120.00
7	10' x 12' x 8' MECHANICAL	1	EA	120.00	120.00
8	10' x 12' x 8' ELECTRICAL	1	EA	120.00	120.00
9	10' x 12' x 8' PLUMBING	1	EA	120.00	120.00
10	10' x 12' x 8' HVAC	1	EA	120.00	120.00
11	10' x 12' x 8' FIRE	1	EA	120.00	120.00
12	10' x 12' x 8' SECURITY	1	EA	120.00	120.00
13	10' x 12' x 8' TELECOM	1	EA	120.00	120.00
14	10' x 12' x 8' LANDSCAPE	1	EA	120.00	120.00
15	10' x 12' x 8' SITEWORK	1	EA	120.00	120.00
16	10' x 12' x 8' UTILITIES	1	EA	120.00	120.00
17	10' x 12' x 8' SPECIALTIES	1	EA	120.00	120.00
18	10' x 12' x 8' TOTAL	1	EA	120.00	120.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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14	10' x 12' x 8' LANDSCAPE	1	EA	120.00	120.00
15	10' x 12' x 8' SITEWORK	1	EA	120.00	120.00
16	10' x 12' x 8' UTILITIES	1	EA	120.00	120.00
17	10' x 12' x 8' SPECIALTIES	1	EA	120.00	120.00
18	10' x 12' x 8' TOTAL	1	EA	120.00	120.00



**ELECTRICAL PLAN**  
SCALE: 1/4" = 1'-0"

LEGEND



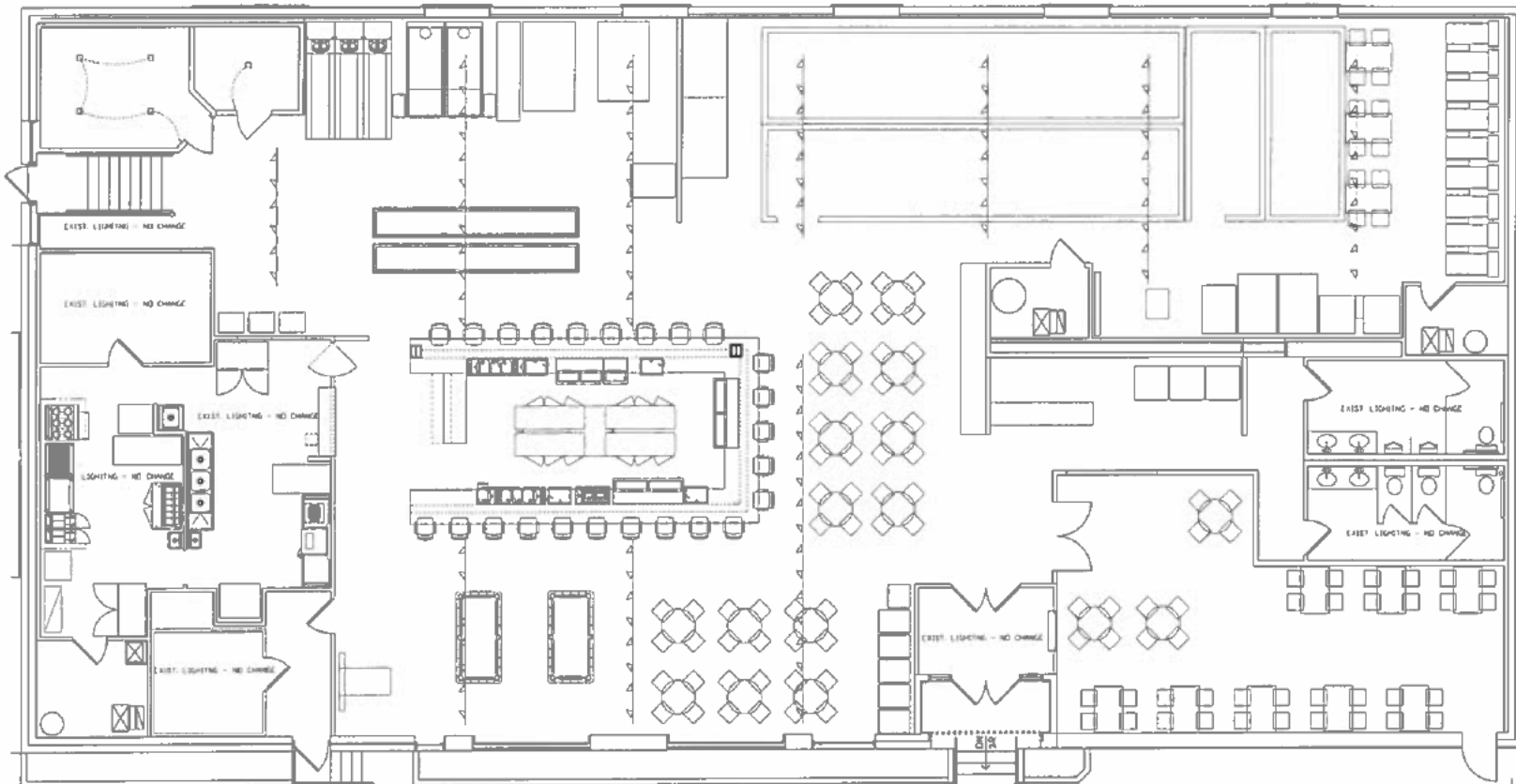
**REC-HAUS**  
New Facility  
**E1.0**

**Architects 121**  
ARCHITECTS

Project No. 7543  
Date 6/17/76  
Author [Name]  
Check [Name]  
Title [Title]



- S NEW SINGLE POLE DIMMER SWITCH MOUNTED AT 48" AFF.  
 S NEW OCCUPANT SENSITIVE SWITCH MOUNTED AT 48" AFF.  
 S (IN LIGHTING WITH BATTERY BACKUP (UND)  
 S (EXIST. LIGHTING WITH BATTERY BACKUP (UND)
- M1 HANGING PIAA STATION (UND)  
 M2 AUDIBLE/ VISUAL ALARM DEVICE ABOVE GUINIS  
 M3 VISUAL ONLY ALARM DEVICE ABOVE (UND)  
 M4 REMOVED NIGHT LIGHT  
 M5 REMOVED EXISTING TO REMAIN (UND)  
 M6 NEW CEILING MOUNT FLUORESCENT LIGHTING - REMOVED  
 M7 NEW 2'x4' LED LIGHT FIXTURE  
 M8 NEW TRACK LIGHTING  
 M9 NEW 2'x4' LED LIGHT FIXTURE  
 M10 NEW TRACK LIGHTING  
 M11 NEW 2'x4' LED LIGHT FIXTURE  
 M12 NEW TRACK LIGHTING  
 M13 NEW 2'x4' LED LIGHT FIXTURE  
 M14 NEW TRACK LIGHTING  
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 M92 NEW TRACK LIGHTING  
 M93 NEW 2'x4' LED LIGHT FIXTURE  
 M94 NEW TRACK LIGHTING  
 M95 NEW 2'x4' LED LIGHT FIXTURE  
 M96 NEW TRACK LIGHTING  
 M97 NEW 2'x4' LED LIGHT FIXTURE  
 M98 NEW TRACK LIGHTING  
 M99 NEW 2'x4' LED LIGHT FIXTURE  
 M100 NEW TRACK LIGHTING



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

# LEGEND



Project No. 2543  
 Date 8/1/19  
 Project REC-HAUS  
 New Facility  
 E1.1  
 Architect's 127



# ELECTRICAL SPECIFICATIONS

## 1. GENERAL PROVISIONS:

- PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF THE ELECTRICAL SYSTEMS OUTLINED.
- OBTAIN ALL PERMITS, FEES, LICENSES, INSPECTIONS AND CERTIFICATES OF COMPLIANCE OR APPROVAL AS REQUIRED BY ALL AUTHORITIES.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST APPROVED EDITION OF THE NATIONAL ELECTRIC CODE (NEC) AND ALL APPLICABLE LAWS, CODES AND REGULATIONS OF THE GOVERNMENTAL BODIES HAVING JURISDICTION OVER THE SITE (NAD).
- ALL TESTING REQUIRED BY AUTHORITIES SHALL BE COVERED AS PART OF THIS WORK.
- STARTING CONSTRUCTION, ALL FIXTURES, EQUIPMENT, CONDUIT, ETC. SHALL BE COVERED, PLUGGED OR CAPPED AS REQUIRED TO KEEP CLEAN AND UNHARMED. ALL DAMAGED ITEMS SHALL BE RESTORED TO ORIGINAL CONDITION OR REPLACED.
- PROVIDE ALL NECESSARY CUTTING AND PATCHING OF WALLS, FLOORS, CEILINGS AND ROOFS AS NECESSARY. PATCH AROUND ALL OPENINGS WHICH SHALL MATCH ADJACENT AREA. COORDINATE ALL ROOFING WORK WITH OWNER OR RESPONSIBLE PARTY SO THAT THE ROOFING WARRANTY WILL BE MAINTAINED.
- CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE.

## 2. OPERATION AND MAINTENANCE MANUALS:

- DURING THE COURSE OF CONSTRUCTION, COLLECT AND COMPILE OPERATING INSTRUCTIONS, WIRING DIAGRAMS, CATALOG CUT SHEETS, LUBRICATION AND PREVENTATIVE MAINTENANCE INSTRUCTIONS, PARTS LISTS, ETC. FOR ALL EQUIPMENT FURNISHED UNDER THIS CONTRACT.
- ALL LITERATURE AND INSTRUCTIONS SHIPPED WITH THE EQUIPMENT SHALL BE SAVED FOR INCLUSION IN THE OPERATION AND MAINTENANCE MANUALS.
- ALL LITERATURE LISTED ABOVE AND ALL PAPERS LISTING WARRANTIES, ETC. SHALL BE SHIPPED AND LABELED WITH THE PRODUCT NAME, ADDRESS, ARCHITECT, ENGINEERS, CONTRACTORS, ETC.

## 3. MANUFACTURERS:

- MANUFACTURERS' MODEL NUMBERS, ETC. INDICATED OR REFERRED ON THE DRAWINGS SHALL BE INTERPRETED AS HAVING ESTABLISHED A STANDARD OF QUALITY AND SHALL NOT BE CONSIDERED AS LIMITING COMPETITION. ARTICLES, FIXTURES, ETC. OF EQUAL QUALITY BY MANUFACTURERS SHALL BE ACCEPTABLE. SUBJECT TO STRUCTURAL AND ELECTRICAL CONSTRAINTS OF THE PRODUCT DESIGN UNLESS NOTED OTHERWISE.

## 4. TESTING AND BALANCING:

- ALL CIRCUITS SHALL BE TESTED FOR CONTINUITY, SHORTS AND GROUNDS BEFORE CONNECTING TO THE POWER PHASE AS DESIGNED TO BALANCE THE LOADING BETWEEN PHASES.
- POWER AND LIGHTING PANELS SHALL BE PROPERLY PHASED TO DISTRIBUTE THE LOAD AND SHALL BE CONNECTED AND ADJUSTED TO OPERATE AS SPECIFIED.
- ALL MOTORS AND SIMILAR EQUIPMENT SHALL BE CHECKED FOR PROPER PHASE SEQUENCE AND OPERATION.

## 5. RACEWAYS:

- CONDUIT INSIDE THE BUILDING SHALL BE METALLIC TUBING (MT) BEARING THE UL LABEL WITH COMPRESSION-TYPE FITTINGS.
- CONDUIT EXPOSED TO THE WEATHER, INSTALLED UNDERGROUND IN CONCRETE OR USED FOR SERVICE ENTRANCES SHALL BE STANDARD RIGID CONDUIT GALVANIZED WITH UNWEARED FITTINGS.
- UNDERGROUND CONDUIT MAY BE POLYVINYL CHLORIDE WITH A REFLECTION TEMPERATURE UNDER LOAD AT 24 HRS. OF 70 DEGREES C. AND A TENSILE STRENGTH OF 3000 PSI. JOINTS SHALL BE FUSED. JOINTS SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. CONDUIT SHALL BE EQUAL TO EARTHING POWER AND COMMUNICATIONS. SEE THE DIRECT BURLING CONDUIT AND FITTINGS SHALL BE PRODUCED BY THE SAME MANUFACTURER.

1. FLEXIBLE METAL CONDUIT (FLEXIBLE) SHALL ONLY BE USED FOR CONNECTIONS TO MOTORS, TRANSFORMERS AND LIGHT FIXTURES. MAXIMUM LENGTH SHALL BE 6'-0".

## 6. CONDUCTORS: ALL CONDUCTORS SHALL BE COPPER. ALUMINUM IS NOT PERMITTED.

- WIRING SHALL BE CONTINUOUS WITHOUT SPLICES OR JUNCTIONS IN CONDUIT UNLESS ALL SPLICES SHALL BE MADE IN JUNCTION, FLOOR OR OUTLET BOXES. ALL WIRE SHALL BE INSTALLED IN CONDUIT, WIREWAYS OR OTHER PROTECTIVE COVER AS SPECIFIED BY CODES.
- CONDUCTORS FOR LIGHTING AND POWER SHALL BE COPPER, MINIMUM 10-12 AWG.
- NO 10 GAUGE AND SMALLER CONDUCTORS SHALL BE TYPE THHN OR THWN. SOLID CONDUCTOR UNLESS OTHERWISE INDICATED.
- NO 8 GAUGE AND LARGER CONDUCTORS SHALL BE TYPE THHN OR THWN. STRANDED UNLESS OTHERWISE INDICATED.

## 7. WIRING DEVICES:

- WALL SWITCHES SHALL BE SPECIFICATION GRADE QUIET-TYPE IVORY, FLUSH, TOGGLE SWITCH, RATED FOR 20 AMPS, WITH IVORY THERMOPLASTIC COVER PLATES.
  - SINGLE-POLE PASS & SEYMOUR #20 AC-1 OR EQUAL
  - THREE-WAY PASS & SEYMOUR #20 AC-1 OR EQUAL
- RECEPTACLES SHALL BE SPECIFICATION GRADE DUPLEX, GROUNDING, THREE WIRE TYPE, IVORY, RATED FOR 20 AMPS, WITH IVORY THERMOPLASTIC COVER PLATES, PASS & SEYMOUR #5752-1 OR EQUAL.
- GROUND-FAULT INTERRUPTER RECEPTACLES (GFI) SHALL BE PASS & SEYMOUR #204-1. DEVICE COVER PLATES SHALL BE AS HEREIN BEFORE SPECIFIED.
- RECEPTACLES OUTSIDE BUILDING AND WHERE NOTED AS WEATHERPROOF SHALL BE WEATHERPROOF SPECIFIED EXCEPT SHALL BE INSTALLED IN A WEATHERPROOF ENCLOSURE, WHICH SHALL BE INTERMEDIATE SIZES OR WEATHERPROOF RECESSED METAL WEATHERPROOF RECEPTACLE COVER, COVER SHALL BE WEATHERPROOF RATED W/10 IN USE.
- ISOLATED GROUND RECEPTACLE (IG) SHALL BE PASS & SEYMOUR #6000, SPECIFIED. COLOR DEVICE COVER PLATES SHALL BE AS HEREIN BEFORE SPECIFIED.

## 8. BOXES:

- NOT BIPPED GALVANIZED STEEL BOXES, PROVIDE TYPE TO SUIT CONDITIONS FOR INSTALLATION.
- ALL BOXES SHALL BE FLUSH MOUNTED, UNLESS NOTED OTHERWISE.

## 9. PANEL DOARDS:

- PANEL DOARDS ARE EXISTING AND SHALL BE REUSED, PROVIDE ADDITIONAL BREAKERS AS REQUIRED. CONNECT CIRCUITS AS SHOWN ON THE DRAWINGS. ADDITIONAL BREAKERS SHALL BE THERMAL QUICK-BREAK (QCB) ON CIRCUIT BREAKERS WITH ONE HANDLE FOR SINGLE OR MULTI-PHASE WIRING AND SHALL BE COMPATIBLE WITH EXISTING PANELS.
- COMPLETE EXISTING DIRECTORY AS REQUIRED TO IDENTIFY NEW CIRCUITS, LISTING LOAD SERVICE AND PERTINENT DATA.

## 10. DISCONNECTS:

- DISCONNECTS SHALL BE MAN. OPERATED, QUICK-BREAK, SAFETY WITH PROVISIONS FOR PAD LOCKING, FUSED AND NON-FUSED. DISCONNECT SWITCHES SHALL BE PROVIDED AS INDICATED.
- INDOOR SWITCHES SHALL BE NEMA 1, AND OUTDOOR SWITCHES SHALL BE NEMA 3R, UNLESS INDICATED OTHERWISE.

## 11. FUSES:

- FUSES PROTECTING CIRCUIT BREAKER PANELS SHALL BE CURRENT LISTING UL CLASS RK-1, FUSES WITH 200,000 AMPERES RMS S/S INTERRUPTING CAPACITY, FUSING ELEMENTS SHALL BE SILVER FOR RATINGS ABOVE 60 AMPERES.

- ALL OTHER FUSES SHALL BE UL CLASS RK-5, DUAL ELEMENT WITH A MINIMUM THIS DELAY OF 10 SECONDS AT 500% RATING. FUSES SHALL HAVE CURRENT LISTING SHORT CIRCUIT LIMITS AND 200,000 AMPERES RMS S/S INTERRUPTING CAPACITY, FUSING ELEMENTS SHALL BE COPPER.

## 12. LIGHT FIXTURES:

- WHERE LIGHT FIXTURES ARE MOUNTED IN A PLATE IN CEILING, PROVIDE A MINIMUM OF 1/2" TO SUPPORT WIRES ATTACHED DIRECTLY BETWEEN EACH LIGHT FIXTURE AND THE BUILDING STRUCTURE. SUPPORT WIRES SHALL HAVE A MINIMUM OF 12-GAUGE GALVANIZED STEEL WIRE, SOFT ANNEALED.
- FIXTURES ARE REQUIRED AT ALL LIGHTING OUTLETS SHOWN ON THE DRAWINGS. APPROVED LIGHTING FIXTURES ARE REQUIRED IN ALL FLOORS AND FUTURE SPACEWAYS. WEATHERPROOF WIRING IS REQUIRED FOR EXTERIOR FIXTURES. ALL PARTS OF FIXTURES AND WIRING SHALL BE IN ACCORDANCE WITH NEC REQUIREMENTS.
- ALL FIXTURES SHALL CARRY UL AND ETL LABELS ALL FLUORESCENT FIXTURE BALLASTS SHALL BE HIGH FREQUENCY ELECTRONIC BALLASTS WITH A TOTAL HARMONIC DISTORTION OF LESS THAN 20% REGARDLESS OF THE NUMBER OF LAMPS CONNECTED TO EACH BALLAST AND SHALL HAVE CRI LABEL. ALL FLUORESCENT FIXTURES INSTALLED SHALL BE COMPARTMENT BALLAST PROTECTION. ALL FLUORESCENT BALLASTS SHALL HAVE AN AUDIBLE MOUSE RATING OF CLASS WEATHERPROOF. WIRING IS REQUIRED FOR EXTERIOR FIXTURES. ALL PARTS OF FIXTURES AND WIRING SHALL BE IN ACCORDANCE WITH NEC REQUIREMENTS.
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## 13. SLEEVES:

- PROVIDE SET AND PROPERLY LOCATE PIPE SLEEVES AS REQUIRED FROM EXTERIOR PARTITIONS TO-GAUGE GALVANIZED STEEL, PAK BETWEEN PARTITION AND CEILING, IN THE RAFTER AND CAULK AT EACH END WITH POLYURETHANE SEALANT.
- MANUFACTURED PVC SCHEDULE 40 PIPE SLEEVE WITH WEATHERPROOF SEAL FOR EXTERIOR PARTITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GOOD WARRANTY.

## 14. GROUNDING:

- GROUND ALL ELECTRICAL APPARATUS IN ACCORDANCE WITH THE APPLICABLE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES. INSURE CONTINUOUS BOND WHERE FLEXIBLE CONDUIT IS USED.
- BOND METAL PIPING SYSTEMS IN COMPLIANCE WITH THE APPLICABLE NEC CODE.

## 15. DEMOLITION WORK:

- DEMOLITION WORK SHALL BE DEMOLISHED AND REMOVE ABANDONED ELECTRICAL MATERIALS AND EQUIPMENT INDICATED TO BE REMOVED AND NOT INDICATED TO BE SALVAGED OR REMAIN.

## 16. EQUIPMENT TO BE SALVAGED:

- DISCONNECT AND REMOVE EXISTING ELECTRICAL EQUIPMENT INDICATED TO BE REMOVED AND SALVAGED. DELIVER EQUIPMENT TO THE LOCATION DESIGNATED BY THE OWNER FOR STORAGE.
- ALL MATERIALS AND EQUIPMENT DESIGNATED TO BE REUSED OR DEMOLISHED SHALL BE CAREFULLY REMOVED AND STORED IN THE FIELD FOR REUSE. ALL MATERIALS SHALL BE PROTECTED FROM THE WEATHER. TOUCHED UP IN REPAIRS AS REQUIRED TO MATCH NEW CONSTRUCTION AND DEMOLISHED MATERIALS SHALL BE REPAIRED TO MATCH THE NEW CONSTRUCTION. ALL MATERIALS SHALL BE REPLACED WITH NEW MATERIAL EQUIVALENT IN EVERY RESPECT.
- DISPOSAL AND CLEANUP: REMOVE FROM THE SITE AND LEGALLY DEMOLISHED MATERIALS AND EQUIPMENT NOT INDICATED TO BE SALVAGED.

- PROTECT ADJACENT MATERIALS INDICATED TO BE DEMOLISHED, INSTALL AND MAINTAIN BARRIER TO PREVENT DAMAGE TO ADJACENT MATERIALS AND EQUIPMENT. BARRIERS MUST BE REMOVED AFTER DEMOLITION OPERATIONS ARE COMPLETE.

- PROVIDE ALL ALTERATIONS AND REWORK INDICATED AND/OR REQUIRED BY THE ARCHITECT. RELOCATING THE OPERATING AND EXISTING ELECTRICAL MATERIALS AND EQUIPMENT SHALL BE RELOCATED TO THE NEW LOCATION. ALL MATERIALS AND EQUIPMENT SHALL BE RELOCATED TO THE NEW LOCATION. ALL MATERIALS AND EQUIPMENT SHALL BE RELOCATED TO THE NEW LOCATION. ALL MATERIALS AND EQUIPMENT SHALL BE RELOCATED TO THE NEW LOCATION.

- ABANDONED CONDUIT SHALL HAVE WIRE REMOVED AND SHALL BE CAPPED. ABANDONED OUTLETS IN WALLS OR PARTITIONS SHALL HAVE DEVICES AND WIRE REMOVED AND SHALL BE COVERED.

- WHERE EXISTING CONDUITS TERMINATE AT AN EXISTING OUTLET IN A WALL, CEILING OR FLOOR TO BE REMOVED, DISCONNECT AND REMOVE DEVICES AND WIRE FROM CONDUIT. CONDUIT SHALL BE CUTBACK AND CAPPED (BELOW THE FLOOR OR ABOVE THE CEILING) SO NOT TO CREATE AN OBSTRUCTION. PATCH FLOOR TO MATCH EXISTING (UNGS).

- WHERE EXISTING CONDUITS TERMINATE AT AN EXISTING OUTLET IN THE EXISTING WALL, CEILING OR FLOOR TO BE REMOVED, FURNISH AND INSTALL NEW CONDUIT AND WIRE TO EITHER REROUTE THE CIRCUIT OR FEED THE REMAINING OUTLET(S) FROM ANOTHER ELECTRICAL SOURCE BUT IN SUCH A MANNER AS NOT TO REUSE THE CIRCUIT. ALL REROUTED CONDUIT SHALL BE APPROVED BY THE ARCHITECT.

- WHERE EXISTING OUTLETS IN A WALL, CEILING OR FLOOR TO BE REMOVED ARE ESSENTIAL TO MAINTAIN OPERATION OF OTHER REMAINING OUTLETS, RELOCATE THE OUTLET TO A NEW CONVENIENT LOCATION. EXISTING WIRING DEVICES SHALL NOT BE REUSED UNLESS OTHERWISE NOTED.

- WHERE LIGHTING FIXTURES ARE INDICATED TO BE DEMOLISHED, REMOVE ALL WIRE AND MODIFY THE EXISTING CONDUIT (IF APPLICABLE) FOR THE NEW LIGHTING. ALL UNUSED CONDUIT SHALL BE REMOVED.

- WHERE A TELEPHONE CIRCUIT EXTENDS BEYOND AN OUTLET IN AN EXISTING WALL, CEILING AND FLOOR TO BE REMOVED, PROVIDE THE NECESSARY NEW CONDUIT AND NOTIFY THE TELEPHONE COMPANY WHO WILL REQUEST THE OTHER TO ARRANGE WITH THE TELEPHONE COMPANY FOR NEW WIRING TO OUTLETS THAT REMAIN.

- WHERE EXISTING CONDUIT AND WIRE RUNS ARE LOCATED IN OR ATTACHED TO AN EXISTING WALL, CEILING OR FLOOR TO BE REMOVED, THEY SHALL BE REMOVED IN EITHER NEW OR EXISTING CONSTRUCTION TO MAINTAIN CONTINUITY OF CIRCUITS UNLESS OTHERWISE INDICATED.

- CONDUIT SHALL BE CONCEALED WITHIN THE EXISTING BUILDING CONSTRUCTION WHEREVER POSSIBLE EXCEPT WHERE OTHERWISE NOTED.

- EXISTING WIRE SHALL BE DISCONNECTED AND REMOVED WHEREVER EXISTING CIRCUITS ARE ABANDONED.



**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: Rec Haus LLC

DBA: Rec Haus

Phone: 8477547522      Fax:      E-mail: erik@rec-haus.com

Address: [REDACTED]

City: St Charles,      State: IL      ZIP Code: 60175

Expected date of business opening (Required): 11/1/2025

**TAX PREPARER INFORMATION**

Name of Tax Preparer: Erik Gilly

Phone: 8477547522      Fax:      E-mail: erik@rec-haus.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.**



ilsos.gov (<https://www.ilsos.gov/>) Official Website of the Illinois Secretary of State [Here's how you know](#) ✓



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Driver's Licenses  
& ID Cards ✓

Vehicles,  
Plates & Titles ✓

Business  
Services ✓

More  
Services ✓

## Business Entity Search

### Entity Information

#### Entity Name

REC HAUS LLC

#### Principal Address

100 SOUTH RIVER STREET  
AURORA, IL 605060000

#### File Number

15181184

#### Status

ACTIVE on 09-04-2024

#### Entity Type

LLC

#### Type of LLC

Domestic

#### Org. Date/Admission Date

09-04-2024

#### Jurisdiction

IL

#### Duration

PERPETUAL



**Annual Report  
Filing Date**

00-00-0000

**Annual Report  
Year**

2025

**Agent Information**

BERNICKY LAW FIRM, P.C.  
1700 PARK ST STE 203  
NAPERVILLE, IL 60563-2370

**Agent Change Date**

11-22-2024

**Services and More Information**

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

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

[Purchase Master Entity Certificate of Good Standing](#)[File Annual Report \(https://apps.ilsos.gov/llcarpt/\)](https://apps.ilsos.gov/llcarpt/)[Articles of Amendment Effecting A Name Change \(https://apps.ilsos.gov/llcartamendment/\)](https://apps.ilsos.gov/llcartamendment/)[Adopting Assumed Name \(https://apps.ilsos.gov/llcassumedadoptname/\)](https://apps.ilsos.gov/llcassumedadoptname/)[Change of Registered Agent and/or Registered Office \(https://apps.ilsos.gov/llcagentchange/\)](https://apps.ilsos.gov/llcagentchange/)[English](#)



ilsos.gov (<https://www.ilsos.gov/>) Official Website of the Illinois Secretary of State [Here's how you know](#) ✓



ILLINOIS SECRETARY of STATE  
J. B. J. GIANNOULIAS

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& ID Cards ✓

Vehicles,  
Plates & Titles ✓

Business  
Services ✓

More  
Services ✓

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### Entity Information

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#### Principal Address

100 SOUTH RIVER STREET  
AURORA, IL 605060000

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#### Status

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**Annual Report  
Filing Date**

00-00-0000

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Year**

2025

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BERNICKY LAW FIRM, P.C.  
1700 PARK ST STE 203  
NAPERVILLE, IL 60563-2370

**Agent Change Date**

11-22-2024

**Services and More Information**

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

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

**Managers****Address**

GILLY, ERIK



Showing 1 to 1 of 1 entries

Previous

1

Next

English



Form **LLC-5.5**

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

**FILE # 15181184**

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

**Filing Fee: \$150**

**Approved By: MXB**

**FILED**

**SEP 04 2024**

**Alexi Giannoulias  
Secretary of State**

1. Limited Liability Company Name: REC HAUS LLC

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

100 SOUTH RIVER STREET

AURORA, IL 60506

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

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

ZENBUSINESS INC.

1 W OLD STATE CAP PLZ, STE 805

SPRINGFIELD, IL 62701

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:

GILLY, ERIK

37W130 BAKER HILL COURT

ST. CHARLES, IL 60175

**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: SEPTEMBER 04, 2024      ERIK GILLY





Form **LLC-1.36/1.37**

**Illinois**  
**Limited Liability Company Act**  
Statement of Change of Registered  
Agent and/or Registered Office

FILE # **15181184**

Secretary of State Alexi Giannoulias  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.ilsos.gov

Filing Fee: \$25

Penalty:

Approved: JEA

**FILED**

**Nov 22, 2024**

**Alexi Giannoulias**  
**Secretary of State**

1. Limited Liability Company Name:

REC HAUS LLC

2. Name and Address of Registered Agent and Registered Office as they appear on the records of the Office of the Secretary of State (before change):

Registered Agent: ZENBUSINESS INC.

Registered Office: 1 W OLD STATE CAP PLZ, STE 805

SPRINGFIELD

IL

627010000

3. Name and Address of Registered Agent and Registered Office shall be (after all changes herein reported):

Registered Agent: BERNICKY LAW FIRM, P.C.

Registered Office: 1700 PARK ST STE 203

NAPERVILLE

IL

605632370

4. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

5. The above change was authorized by: Manager

6. I affirm, under penalties of perjury, having authority to sign hereto, that this Statement of Change is to the best of my knowledge and belief, true, correct and complete.

Dated Nov 22, 2024  
Month & Day Year

GILLY, ERIK


Name

MANAGER

Title

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



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 6</b>
	<b>Title:</b>	Recommendation to approve a proposal for a C-3 Liquor License Application for HHB, LLC, dba Simple EJ's Kitchen and Tap, located at 300 N Kirk Rd, St. Charles	
	<b>Presenter:</b>	<b>Acting Police Chief Rich Clark</b>	
<b>Meeting:</b> Liquor Control Commission <b>Date:</b> August 18, 2025			
<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>HHB, LLC, dba Simple EJ's Kitchen and Tap, located at 300 N Kirk Road, is requesting approval of a C-3 liquor license application for their business.</p> <p>This location is currently under construction.</p>			
<b>Attachments</b> (please list): <p>Liquor License</p>			
<b>Recommendation/Suggested Action</b> (briefly explain): <p>Recommendation to approve a proposal for a C-3 Liquor License Application for HHB, LLC, dba Simple EJ's Kitchen and Tap, located at 300 N Kirk Road, St. Charles.</p>			





# Memo

Date: 8/12/2025

To: Clint Hull, Mayor-Liquor Commissioner

From: Rich Clark, Deputy Chief of Police

Re: Background Investigation- HHB, LLC., dba Simple EJ's Kitchen and Tap, 300 N. Kirk Rd., St. Charles (Class C-3)

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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.

Simple EJ's Kitchen and Tap will be located at 300 N. Kirk Rd, which is currently under construction. The owners, James Heflin and Erik Baylis, plan to open sometime in Mid-January of 2026. The business will operate as a restaurant tavern offering full menu of food choices.

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

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



# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): James Heflin & Erik Baylis

BUSINESS: HHB LLC DBA Simple EJ'S Kitchen and Tap

ADDRESS: 300 N. Kirk Rd, St. Charles

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

\* COMMENTS: Business is under renovation. No site visit conducted.

INVESTIGATOR ASSIGNED: [REDACTED]

SUPERVISOR REVIEW: [REDACTED]





# Memo

Date: 08/12/2025

To: Deputy Chief Richard Clark #321

From: Detective Nicholas Anson #356

Re: Liquor License Background / HHB LLC DBA: Simple EJ's Kitchen and Tap

DL# 340

The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for Tavern Class C-3 liquor license for the business HHB LLC (DBA: Simple EJ's Kitchen and Tap)-which is located at 300 N. Kirk Rd, St. Charles, IL 60174. Class C-3 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-3 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner. Class C-3 licenses shall also authorize the retail sale of wine in original packages only and not for consumption on the premises.

## Applicants:

Heflin, James A.

DOB [REDACTED]  
[REDACTED]  
[REDACTED]

Telephone: [REDACTED]

## General Manager:

Baylis, Erik D.

DOB [REDACTED]  
[REDACTED]  
[REDACTED]

Telephone [REDACTED]

*Service, Courage, Professionalism, Dedication*





**Application:**

The application was received on 07/15/2025. The application is complete to include a lease, Certificate of Insurance (Dram Shop), floor plan and Basset Certification. The Bassett Certification is for James Heflin, the applicant (Issued on: 04/29/2025).

A check of the Illinois Secretary of State showed HHB, LLC in active status. HHB, LLC dba Simple EJ's Kitchen and Tap was filed on 07/08/2025.

A check of the Illinois Liquor Control Commission revealed no record of James Heflin.

A check of the Illinois Liquor Control Commission revealed Erik Baylis to be associated with the following businesses:

- Onion Webster Enterprises LLC (DBA: Centre Street Kitchen, 1222-1224 W. Webster, Chicago, IL 60614-Status: Active on 04/04/2025. (Owner)
- North Star Inn Corp (DBA: Hopsmith Tavern, 15 W. Division St, Chicago, IL 60610)-Status: Active on 11/25/2024. (Owner)
- Trattoria Pizzeria Roma Inc (DBA: Woodie's Flat, 1535 N. Wells St., Chicago, IL 60610)-Status: Active on 7/14/2025. (Owner)
- Onion Lincoln Enterprises LLC (DBA: Fatpour Tap Works, 7244 N. Lincoln Ave., Building A110, Lincolnwood, IL 60712)-Status: Active on 02/20/2025. (Owner)
- Onion Cermak Enterprises, LLC (DBA: Fatpour Tap Works, 2206 S. Indiana Ave, Chicago, IL 60616)-Status: Active on 11/27/2024. (Owner)

Checks were completed on Baylis's business with the Illinois.gov website's Liquor License Lookup. The results are below in summary:

- Onion Webster Enterprises LLC- License 1A-0104035, Status: Active
- North Star Inn Corp-License 1A-0009682, Status: Active
- Trattoria Pizzeria Roma INC-License 1A-0067670, Status: Active
- Onion Lincoln Enterprises LLC-License 1A-1501071, Status: Active
- Onion Cermak Enterprises LLC-License 1A-1140376, Status: Active

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

A Check with Cook County Circuit Clerks Office showed no records that would cause the license to be denied.

James Heflin and Erik Baylis submitted fingerprints to both the FBI and Illinois Bureau of Identification. All prints came back with negative criminal histories.



**Records Check: James A. Heflin**

James resides at [REDACTED] with his wife, Jamie, son, Caden and daughter Samantha. They have resided at this address for approximately 9 years. Prior to residing at this address, James and his family resided at [REDACTED] for approximately 12 years.

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

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

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

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

**Records Check: Erik D. Baylis**

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

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

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

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

A check with Park Ridge Police Department showed one traffic citation issued to Erik Baylis on 05/19/2023 for a simple speeding violation. The records showed that Baylis later entered a guilty plea on the citation and paid a fine. There were no other police reports.



### **Applicant Interview-James Heflin**

On 07/16/2025, at 1860 hours, I met with James Heflin at the St. Charles Police Department reference this background investigation. James signed all required waiver forms to allow me to complete this background investigation.

James stated that the business, HHB LLC, dba: Simple EJ's Kitchen and Tap, located at 300 N. Kirk Rd., is currently under construction. James stated that they had signed a 10-year lease on the building with FHS Piazza LLC which was signed on 08/26/2024. During my interview, I learned the following information (in summary and not verbatim):

James has lived as his current address [REDACTED] from approximately 2016 to the present. James lived at [REDACTED] from 2004 till 2016.

James advised that he has lived in St. Charles for most of his life and looking forward to opening the business close to his home. James stated that he currently works in the city and is looking forward to not having to commute in and out of the city every day.

James advised that he plans on opening the business in Mid-January of 2026. James advised that he plans on hiring around 50 employees in total when they open and to have about 5 managers. James advised that both himself and Erik Baylis plan on being the on-site managers. James advised that they are aiming to be a high-end sports bar with a modern American cuisine. James advised that they plan on serving various beers and typical bar drinks.

James stated that currently there is no inventory at the business due to it still being constructed. James advised that when they do open, they will carry wine, liquor, and beer at the establishment.

James advised that he is a U. S. Citizen and stated that he has never owned any other liquor establishments or possessed any liquor license prior to this business.



### **Applicant Interview-Erik Baylis**

On 07/17/2025 at 1200 hours, I spoke with Erik Baylis. Erik signed all required waiver forms to allow me to complete this background investigation.

Erik advised that he has lived at his current address [REDACTED] for approximately 11 years.

Erik advised the same as James, that they plan on opening the business in Mid-January of 2026. Erik stated that they plan on hiring around 50 employees with about 5 managers when they get up and going. Erik advised that he along with James would be on site managers in the beginning of operations.

Erik stated that currently there is no inventory at the business due to it still being constructed. Erik advised that when they do open, they will carry wine, liquor, and beer at the establishment.

Erik is a U. S. Citizen.

Erik advised that he has and currently owns/operates several other liquor establishments in the Chicago land area which all have active liquor licenses. The following is a list of the businesses, where they are located:

- Onion Webster Enterprises LLC (DBA: Centre Street Kitchen, 1222-1224 W. Webster, Chicago, IL 60614)
- North Star Inn Corp (DBA: Hopsmith Tavern, 15 W. Division St, Chicago, IL 60610)
- Trattoria Pizzeria Roma Inc (DBA: Woodie's Flat, 1535 N. Wells St., Chicago, IL 60610)
- Onion Lincoln Enterprises LLC (DBA: Fatpour Tap Works, 7244 N. Lincoln Ave., Building A110, Lincolnwood, IL 60712)
- Onion Cermak Enterprises, LLC (DBA: Fatpour Tap Works, 2206 S. Indiana Ave, Chicago, IL 60616)

Erik advised that all his businesses are in current good standings and that he wanted to start something new, with a new business partner in St. Charles.



### Site Visit

On 07/17/2025 at 1700 hours, I drove out to the location of 300 N. Kirk Rd. and observed the building to be under construction. At this time the outer exterior brick work was being built. From what I could see, the business appeared to be consistent with the floor plan included in the application.

The Glancer Magazine described Simple EJ's Kitchen and Tap as an elevated, modern sports bar known for its fresh, flavorful menu and inviting atmosphere. Simple EJ's Fox Haven Square St. Charles blends bold design with a laid-back vibe—perfect for catching up with friends, grabbing a bite, or playing a round of darts. The choice of Fox Haven Square for Simple EJ's newest location is no coincidence. Fox Haven Square, being developed near Charlestown Mall, has been building excitement locally. The area is rapidly transforming into a bustling hub where shopping, dining, and community gatherings will come together. For those familiar with the Charlestown Mall, this new development marks a turning point. What was once a traditional retail center is now evolving into a landscape brimming with potential. Local businesses like Simple EJ's are key players in this transformation, bringing fresh energy and opportunity to the area. The prime location ensures that Simple EJ's will be easily accessible to residents across St. Charles and neighboring communities. Whether you're coming from downtown or stopping by after a shopping trip at other Fox Haven Square retailers, grabbing a bite at Simple EJ's will be a convenient—and delicious—choice.

They are reporting their hours of operations will be:

- Sunday – 11 am – 12 am/1 am
- Monday – 11 am – 12 am/1 am
- Tuesday – 11 am – 12 am/1 am
- Wednesday – 11 am – 12 am/1 am
- Thursday – 11 am – 12 am/1 am
- Friday – 11 am – 2 am
- Saturday – 11 am – 2 am

Simple EJ's Kitchen and Tap is in Ward #2.

A certificate of liability insurance ACORD is attached.

This concludes this memorandum.

Respectfully submitted

  
Detective Nicholas Anson #356





## City of St. Charles License Certification

<b>Applicant Name</b> HHB LLC	<b>Business Name</b> SIMPLE EJ'S KITCHEN AND TAP
<b>Type of License:</b> <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input checked="" type="checkbox"/> Videogaming	<b>Business Address</b> 300 N. Kirk Road St Charles IL 60174

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

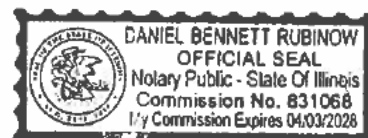
  
Applicant's Signature

28/04/2025

Date

State of Illinois  
County of Cook

Signed before me this 2<sup>nd</sup>  
day of April, 20 2025,  
by DANIEL BENNETT RUBINOW



  
Notary Public

(SEAL)





# Certificate of Completion

This is to certify that

**James Heflin**

---

has diligently and with merit completed

**On-Premise BASSET Alcohol Certification**

Completion Date: 04-29-2025

This temporary certificate is valid for 30 days.  
Download your official BASSET card at [mytax.illinois.gov](https://mytax.illinois.gov)

  
John Comly

President, CEO and Director

Certificate # 16476803

225 East Robinson St Ste 570  
Orlando, FL 32801





## OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS-Secretary of State

15147911  
APRIL 29, 2025

BRIAN TROGLIA  
1525 N ELSTON AVE, SUITE 200  
CHICAGO, IL 60642-0000

RE HHB, LLC

Dear Sir or Madam:

Articles of Amendment have been placed on file for the above mentioned Limited Liability Company.

Please do not hesitate to contact my Business Services Department if you have any questions or need further assistance.

Sincerely,

Alexi Giannoulis  
Illinois Secretary of State  
Department of Business Services  
Limited Liability Division  
800-252-8980



<p>Form <b>LLC-5.25</b> July 2017</p> <p><b>Secretary of State</b> Department of Business Services Limited Liability Division 501 S. Second St., Rm. 351 Springfield, IL 62756 217-524-8008 www.ilsos.gov</p> <p>Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.</p>	<p align="center"><b>Illinois</b> <b>Limited Liability Company Act</b> <b>Articles of Amendment</b></p> <p align="center"><b>SUBMIT IN DUPLICATE</b> Type or print clearly.</p> <p>Filing Fee: \$50 Approved: <i>JA</i></p>	<p>FILE # 15147911</p> <p align="center">This space for use by Secretary of State.</p> <p align="center"><b>FILED</b> <b>APR 29 2025</b> <b>ALEXI GIANNOULIAS</b> <b>SECRETARY OF STATE</b></p>
--	---	---

- Limited Liability Company name: HHB, LLC
- Articles of Amendment effective on:
  - ☒ the file date
  - ☐ a later date (not to exceed 30 days after the filing date) \_\_\_\_\_  
Month, Day, Year
- Articles of organization are amended as follows (check applicable item(s) below):
  - ☒ a) Admission of a new manager (give name and address below)\*
  - ☒ b) Withdrawal of a manager (give name below)
  - ☐ c) Change in address of the records office/principal place of business as required by Sec. 1-40 of the Act. (Give new physical number and street address, a P.O. Box alone or C/O is unacceptable.)
  - ☐ d) Change of registered agent and/or registered agent's office (Give new name and/or address below, address change to P.O. Box alone or C/O is unacceptable.)
  - ☐ e) Change in the Limited Liability Company's name (give new name below)\*\*
  - ☐ f) Change in date of dissolution (state perpetual or date of dissolution below)
  - ☐ g) Establish authority to issue series (fee \$300, see NOTE)
  - ☐ h) Other (give information in space below)\*

\* Only managers and any member with the authority of manager are required to be reported.

Additional information:

a) JIM HELFIN

a) ERIK BAYLIS

b) BRIAN TROGLIA

\*\*New name of LLC (as changed): \_\_\_\_\_

A professional LLC registered with the Illinois Department of Financial and Professional regulations must contain the term Professional Limited Liability Company, PLLC or P.L.L.C. in its name. The specific professional service must also be stated in its purpose.

(continued)



**LLC-5.25**

4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: APRIL 28, 2025  
Signed by: \_\_\_\_\_ Month/Day Year  
\_\_\_\_\_  
Signature  
JIM HELFIN MANAGER  
Name and Title (type or print)

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

**NOTE:**

The following paragraph is adopted when Item 3g is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.



### Certificate Of Completion

Envelope Id: 777DC9EA-9078-4967-8EFD-81E67EC5EFCB

Status: Completed

Subject: Complete With Docusign: ARTICLES OF AMENDMENT HHB, LLC.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Brian W. Trogia

AutoNav: Enabled

1525 N ELSTON AVE STE 200

EnvelopeId Stamping: Enabled

Chicago, IL 60642

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

btrogia@tkhlaw.com

IP Address: 10.101.81.9

### Record Tracking

Status: Original

Holder: Brian W. Trogia

Location: DocuSign

4/28/2025 3:45:57 PM

btrogia@tkhlaw.com

### Signer Events

Jim Helfin

jlmhelfin@sbcglobal.net

Security Level: Email, Account Authentication  
(None)

### Signature

Signed by:



7243693038807437

Signature Adoption: Pre-selected Style

Using IP Address: 199.27.253.186

### Timestamp

Sent: 4/28/2025 4:00:45 PM

Viewed: 4/28/2025 6:16:46 PM

Signed: 4/28/2025 6:17:08 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

sarah troglia

strogia@tkhlaw.com

office manager

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 4/28/2025 4:00:46 PM

Viewed: 4/29/2025 3:26:01 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

4/28/2025 4:00:46 PM

Certified Delivered

Security Checked

4/28/2025 6:16:46 PM

Signing Complete

Security Checked

4/28/2025 6:17:08 PM

Completed

Security Checked

4/28/2025 6:17:08 PM

### Payment Events

### Status

### Timestamps





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2025

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> PCF Insurance Services of the West, LLC DBA: Total Insurance Services 3175 Commercial Ave Northbrook IL 60062		<b>CONTACT NAME:</b> Neal Beyer <b>PHONE (A/C, No, Ext):</b> (847) 205-1777 <b>E-MAIL ADDRESS:</b> nealb@totins.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> HHB LLC, DBA: Simple EJ's Kitchen & Tap 300 N. Kirk Rd. St Charles IL 60174		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Society Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 111159	

**COVERAGES** **CERTIFICATE NUMBER:** CL256467783 **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			LL20250604	05/01/2025	04/30/2026	CSL \$1,000,000

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

Location: 300 N. Kirk Rd. St. Charles IL 60174

## CERTIFICATE HOLDER

## CANCELLATION

City of St. Charles 2 E. Main St  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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**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: HHB LLC

DBA: SIMPLE EJ'S KITCHEN AND TAP

Phone: 630-880-8093 Fax:

E-mail: jimheflin@sbcglobal.net

Address: 300 N. Kirk Road

City: ST. CHARLES

State: IL

ZIP  
Code: 60174

Expected date of business opening (Required):

**TAX PREPARER INFORMATION**

Name of Tax Preparer: Jim Heflin

Phone: 630-880-8093

Fax:

E-mail: jimheflin@sbcglobal.net

**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.**

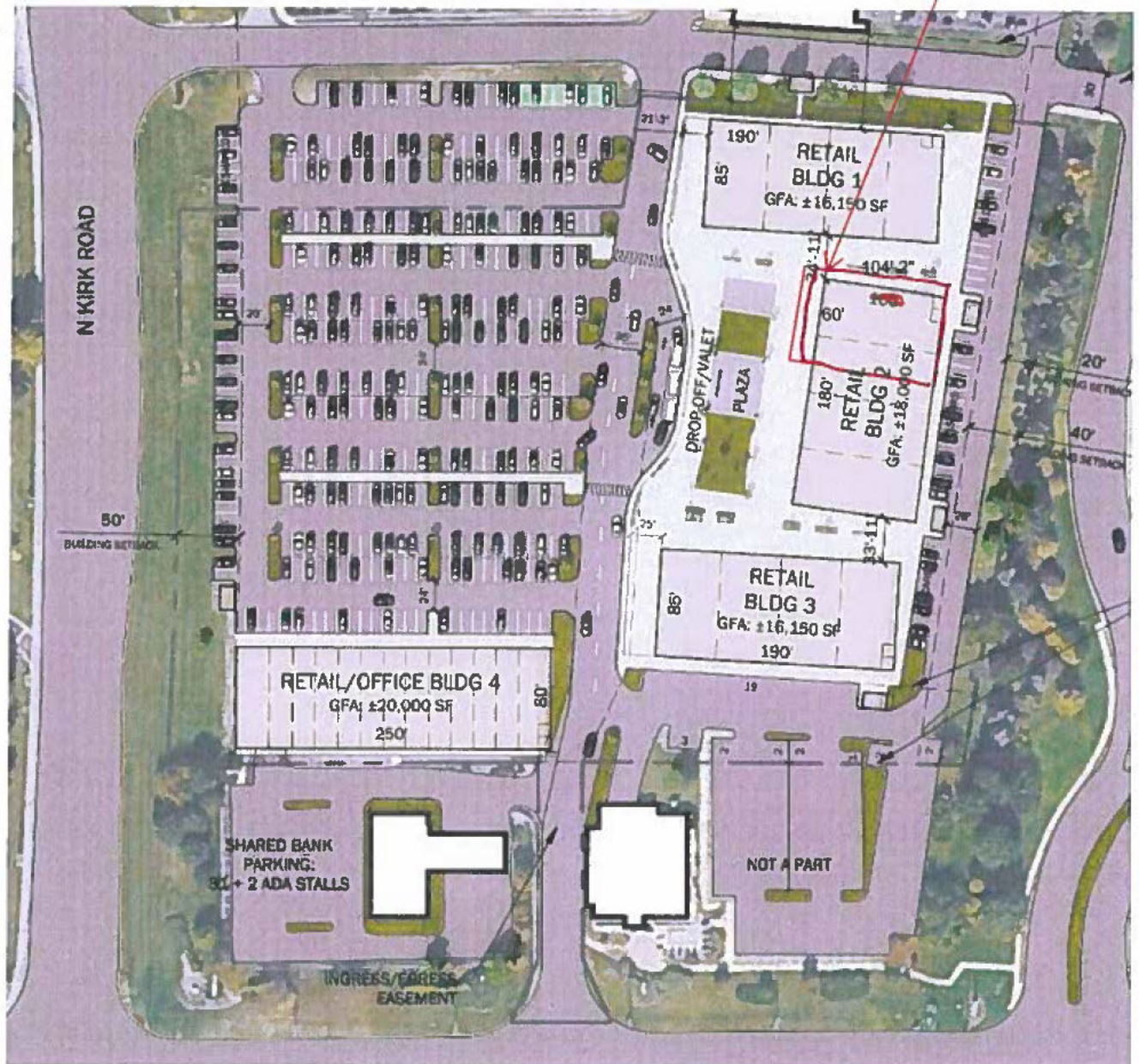


## EXHIBIT A

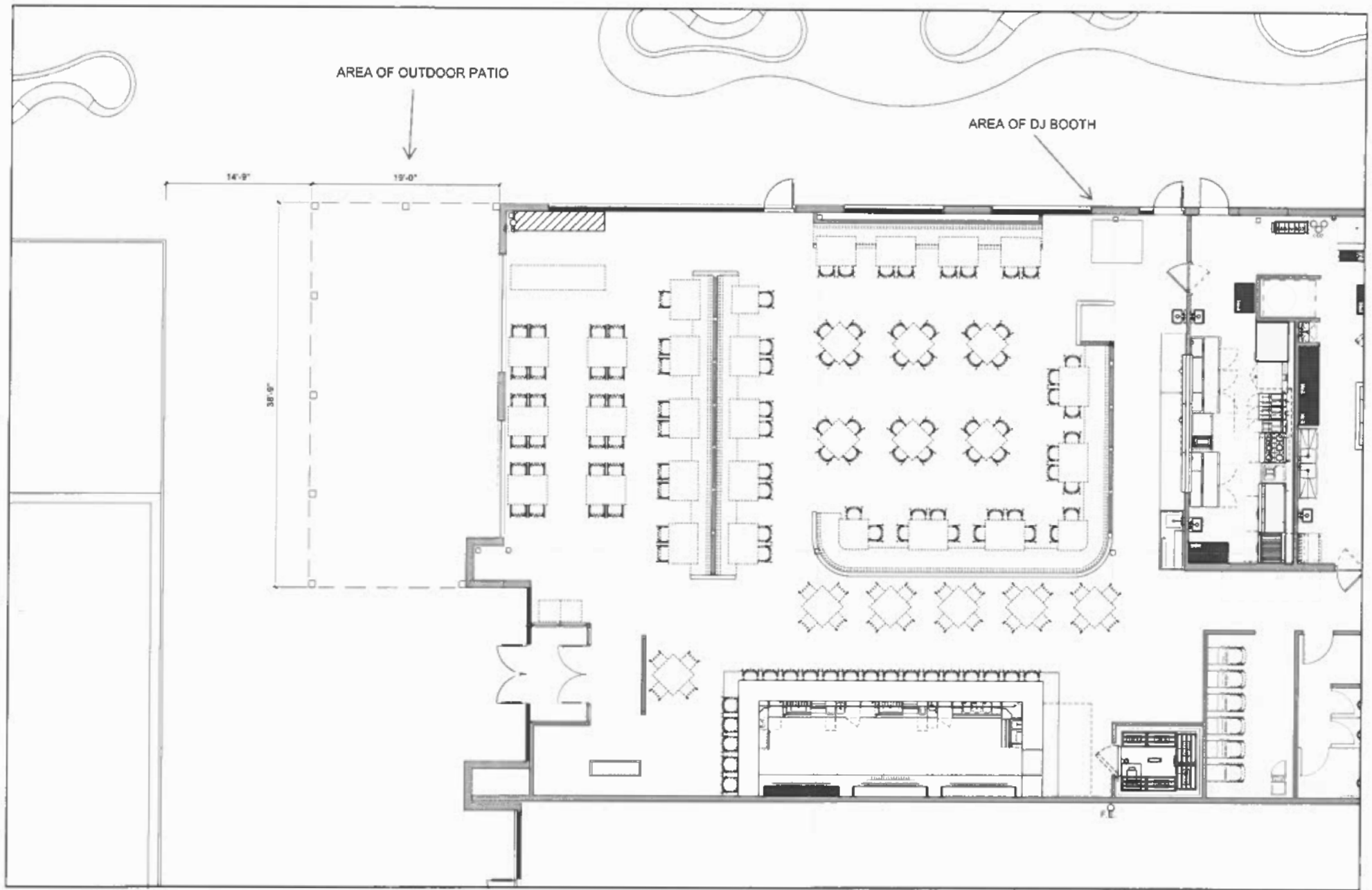
### Site Plan

The Leased Premises are outlined in the Site Plan in red boundary of Building 2.

outdoor patio  
60' x 10.25'







This conceptual design is based upon a preliminary review of available site information and is intended to provide a general idea of the project and to provide a basis for further design and development. It is intended to provide a basis for further design and development.

Boundary Survey  
PDF ALTA SURVEY  
Siteowner: Malcomcomb Design  
ASSUMED OFF-SITE

SCHEME 12

**SIMPLE E.J.'S PATIO SKETCH**  
St. Charles Mixed-Use  
Kirk Road and Route 64, St. Charles, IL

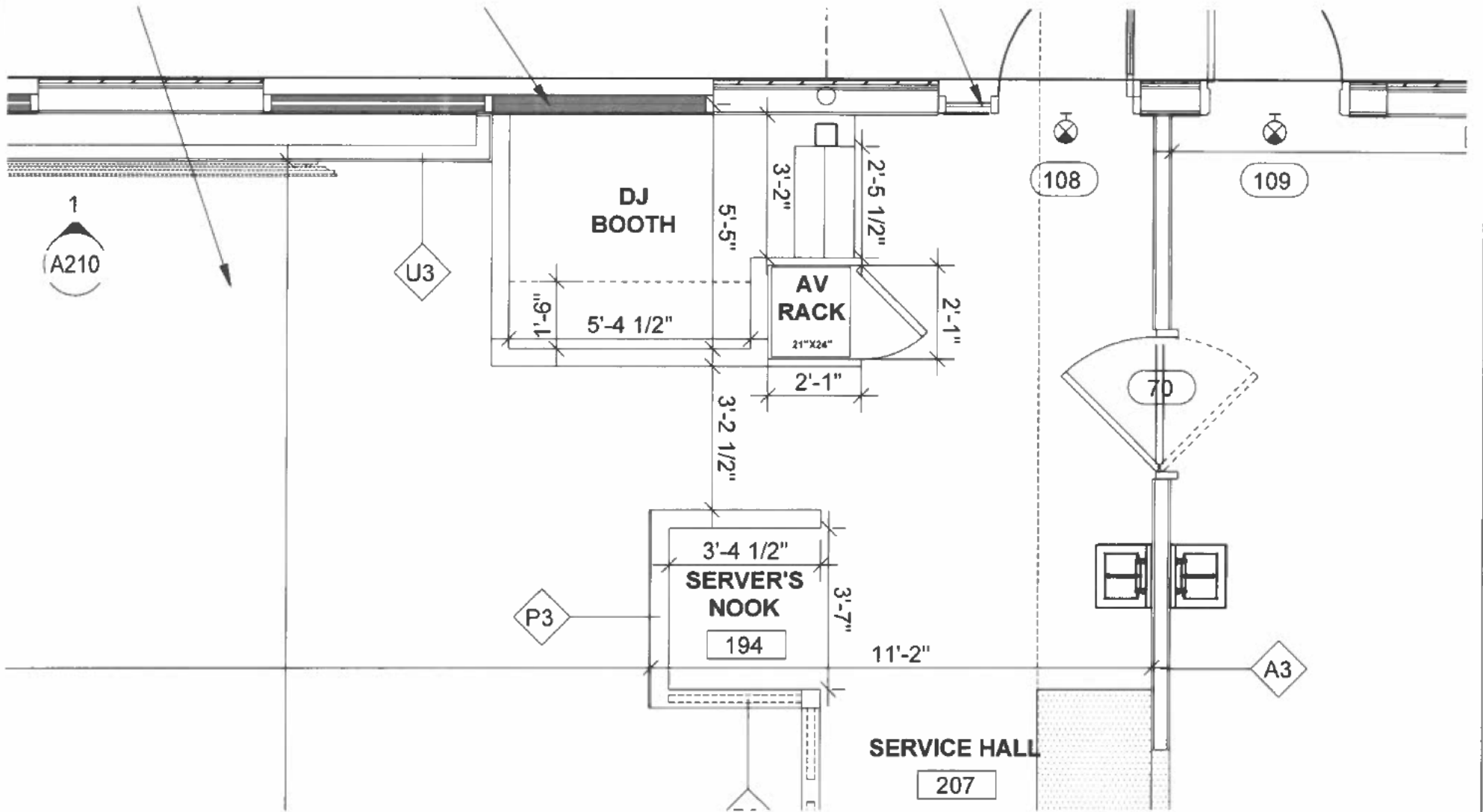
**WARE MALCOMB**

1002 MAL 12/00  
2004 10/01



01





1/2" = 1'-0"



Conceptual Plan

SIMPLE E.J.S

**WARE MALCOMB**

C:\824-0209-00  
04.17.2025

SHEET  
1





300 N. KIRK RD.  
ST. CHARLES, IL 60174

[illegible]

CAUTION If this sheet is not 20 1/2" x 42" it is a reduced print

20

## SHEET INDEX

## ARCHITECTURAL

AP01	PRODUCT DATA
AP02	COMPANY
AP03	ADDRESS HISTORY
AP04	ADDRESS HISTORY
AP05	ADDRESS HISTORY
AP06	ADDRESS HISTORY
AP07	ADDRESS HISTORY
AP08	ADDRESS HISTORY
AP09	ADDRESS HISTORY
AP10	ADDRESS HISTORY
AP11	ADDRESS HISTORY
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AP13	ADDRESS HISTORY
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AP97	ADDRESS HISTORY
AP98	ADDRESS HISTORY
AP99	ADDRESS HISTORY
AP100	ADDRESS HISTORY

## STRUCTURAL

© 2010 The Authors  
Journal compilation © 2010 Blackwell Publishing Ltd

## MECHANICAL

1999 THE FUTURE HAS POWER  
www.44.44 5-0000 00000

## PLUMBING

THE FIRST BOOK OF THE  
REVELATION OF ST. JOHN

## ELECTRICAL

8848 5-ETHYLBENZYL 4-AMINO-2-CHLOROPYRIMIDIN-6-YL METHANESULFONATE

**WARE MALCOMB**

©, April 14, 1964

**SIMPLE EJ'S**  
300 N. KIRK RD.  
ST. CHARLES, IL 60174

UNIT 3 SHEET

1990
1991
1992



G010

05/14/2006 DEBIT CRY



## PROJECT DATA

#### ACKNOWLEDGMENTS

ST. CATHARINE L.L.B.M.  
JENY K-THOMAS THOMAS, GLENNAN CODE  
2071 BETHUNE THOMAS, GLENNAN CODE  
JENY K-THOMAS THOMAS, GLENNAN CODE  
2071 BETHUNE THOMAS, GLENNAN CODE  
JENY K-THOMAS THOMAS, GLENNAN CODE  
2071 BETHUNE THOMAS, GLENNAN CODE  
JENY K-THOMAS THOMAS, GLENNAN CODE  
2071 BETHUNE THOMAS, GLENNAN CODE

## CHAPTER 2 - USE &amp; OCCUPANCY CLASSIFICATION

időpont	időpont	időpont	időpont
2019.01.01	2019.01.01	2019.01.01	2019.01.01

## CHAPTER 2 - GENERAL BUILDING EVENTS AND AREAS

[illegible]

## CHAPTER 4. TYPES OF CONSTRUCTIONS

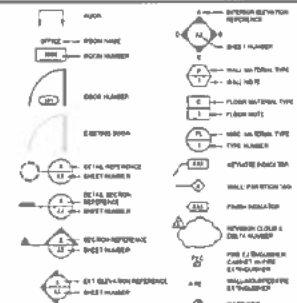
[illegible]

## CHAPTER 18. MEANS OF ACCESS (SEE OCCUPANCY AND FOREST PLANS)

### PROJECT DESCRIPTION

THE SCOPE OF THIS PROJECT IS A) AND B) DEPENDS ON THE RESEARCHER'S INTEREST AND THE AVAILABLE DATA.

## SYMBOLS



## SIMPLE EJ'S

300 N. KIRK RD.  
ST. CHARLES, IL 60174

## PROJECT DATA

PLPBI	Aggrevat
GRANDI B.T.	Polter
JOB. 100.	Catag-1,2,3,4-99

A001







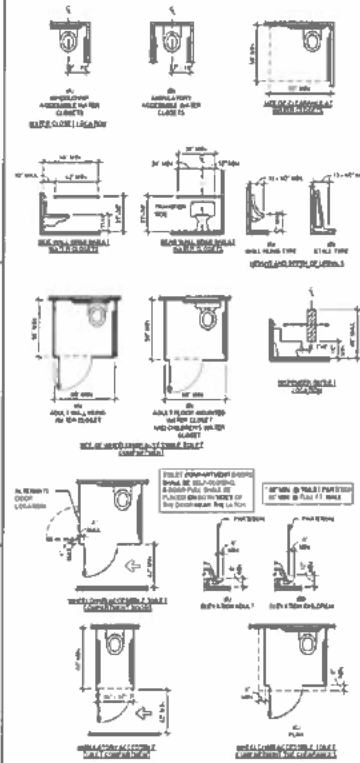




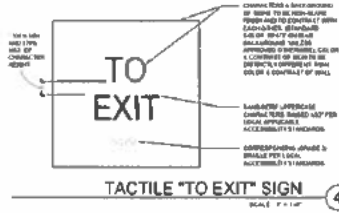
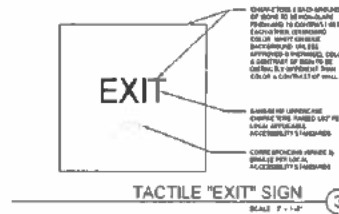
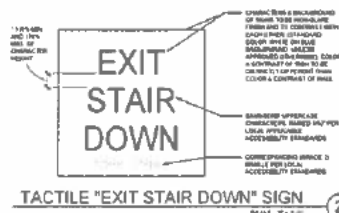
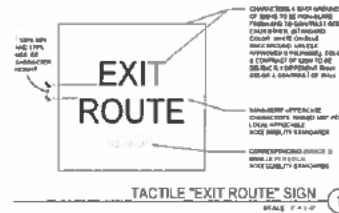
INDEX  
A020



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### WATER CLOSETS AND TOILET COMPARTMENTS & URINALS



**SIMPLE EJ'S**  
300 N. KIRK RD.  
ST. CHARLES, IL 60144

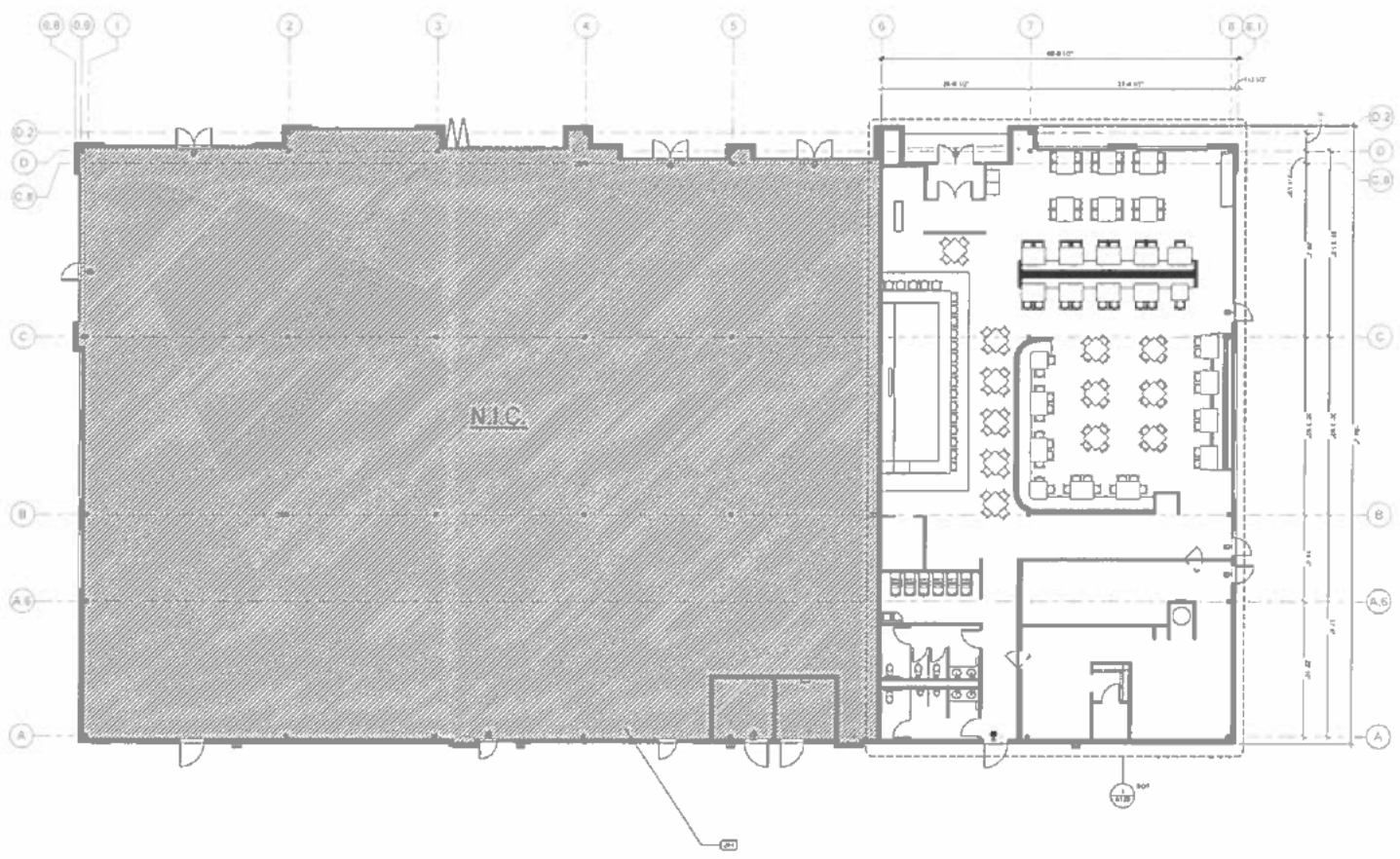
ACCESSIBILITY DETAILS		REMARKS
DATE		
BY		
FOR		
PROJECT		
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9.6.2018	Aggrem-01
Sub-Agenda 87...	diagram
JCRS 101...	1. 10.18-1.10.18-18

to: 0111

**A021**

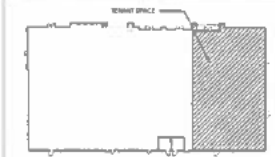




### KEYNOTES:

1. RELOCATED ON TENANT TENANT 1 SPACE, NOT IN CONFLICT.

### KEY PLAN



### OVERALL FLOOR PLAN

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

**WARE MALCOMB**  
 1318 PINE ST.  
 ST. CHARLES, IL 60174  
 (618) 735-1111  
 www.waremalcomb.com

**SIMPLE E.J.'S**  
 300 N. KIRK RD.  
 ST. CHARLES, IL 60174

OVERALL FLOOR PLAN	
DATE	REVISION
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11/1/11	11/1/11
12/1/11	12/1/11

**A100**









- [illegible]

— The Commission shall hold every six to nine months and report the progress and, if appropriate, conduct of implementation of the programme on climate change.

LEGEND



## WALL/ PARTITION LEGEND

- [illegible]

### KEY PLAN



### FLOOR PLAN

(0.98) 1.2<sup>a</sup> ± 0.07

 $\oplus$ 

## SIMPLE EJ'S

3300 N. KIRK RD.  
ST. CHARLES, IL 60174

61 DOB PLAN

PLATE
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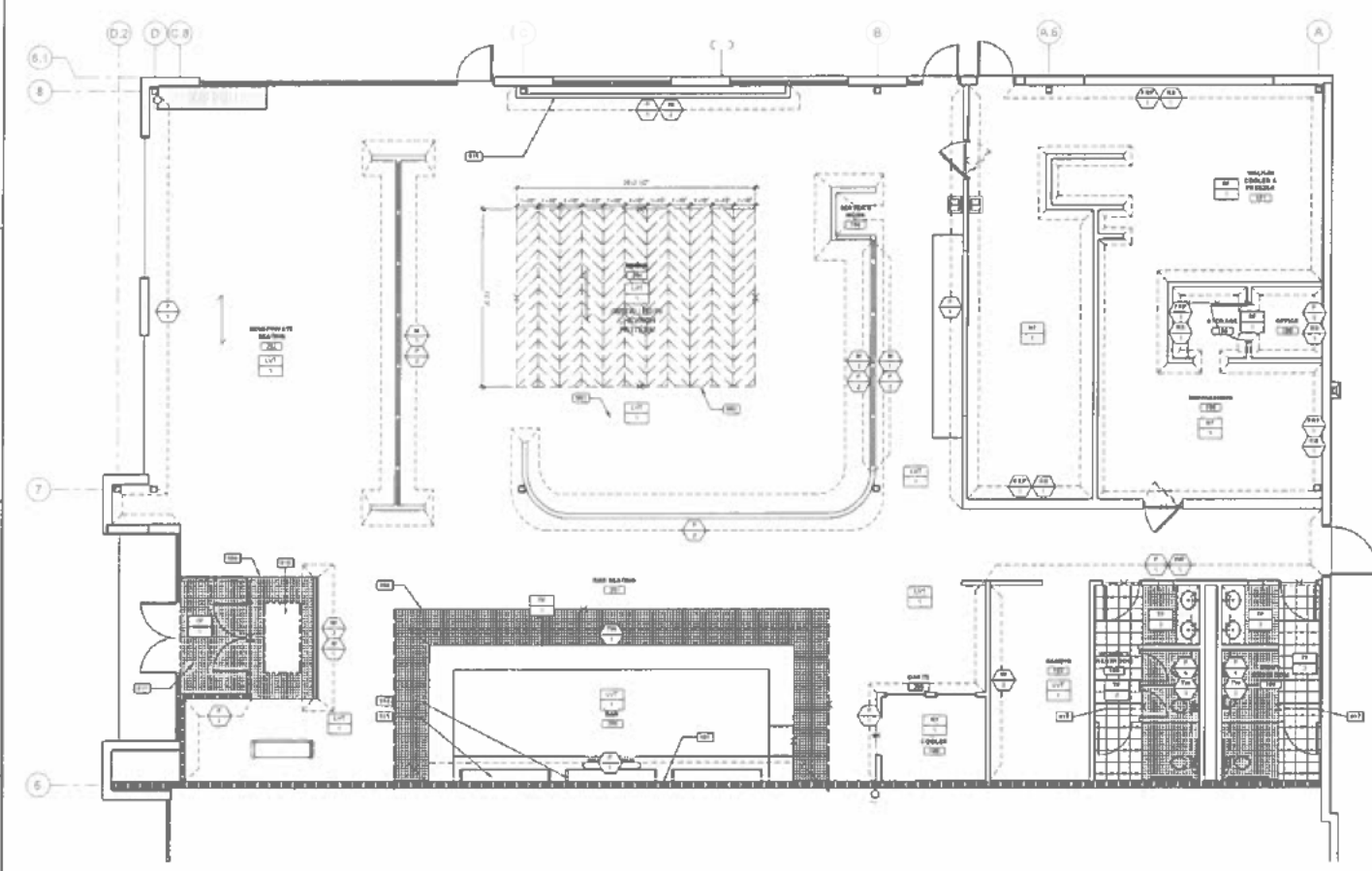
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1999	1998
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A120

[illegible]





### FINISH PLAN NOTES

- SEE SHEET FOR FINISHES**
1. ALL FINISHES TO BE IN ACCORDANCE WITH THE FINISHES SCHEDULE.
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### KEYNOTES

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### FINISHES

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  - 19. SEE SHEET FOR FINISHES
  - 20. SEE SHEET FOR FINISHES

FINISH FLOOR PLAN

1/4" = 1'-0"  
0 2' 4' 8' 12'



**WARE MALCOMB**  
ARCHITECTS  
300 N. KIRK RD.  
ST. CHARLES, IL 60174  
TEL: 618-381-1100  
FAX: 618-381-1101  
WWW.WAREMALCOMB.COM

**SIMPLE EJ'S**  
300 N. KIRK RD.  
ST. CHARLES, IL 60174

FINISH FLOOR PLAN	
DATE	REVISION

DATE	REVISION

**A121**



[illegible]

287 OUTLINE OF CAMP ABOVE  
288 START WITH DETAILED GRID WITH A WHOLE TILE AT THE LOCATION  
289 NEW FIELDS AVAILABLE TO BE CHANGED IN THE FUTURE  
290 FIRST CONSIDERATION IS THE LOCATION OF THE FIELDS. FIELDS  
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[illegible]

DO NOT ADDITIONAL SUPPLEMENTARY DATA WITHIN 10% OF THE REQUIRED FROM 10-20%  
INFORMATION AND IN ORDER TO BE CONSIDERED FOR

## SIMPLE EJ'S

300 N. KIRK RD.  
ST. CHARLES, IL 60174

REFLECTED CEILING PLAN

姓名	张明
学号	123456
性别	男
年龄	25
职业	教师

A130

0-2004 • 11-18-PW





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

[illegible]

SMOKE AND HEALTH  
CIGARETTE IN EXACT LOCATION - PRESENT CIGARETTE  
IN EXACT LOCATION - PRESENT CIGARETTE  
CIGARETTE IN EXACT LOCATION - PRESENT CIGARETTE

WORKER SAFETY IS ALWAYS CONSIDERED  
A TOP PRIORITY. WE TAKE THE NECESSARY  
PRECAUTIONS TO PREVENT CONTACT  
WITH HAZARDOUS MATERIALS AND  
CONTAMINANTS. WE ALSO MAINTAIN  
A SAFE DISTANCE FROM ALL HAZARDOUS  
MATERIALS AND CONTAMINANTS.

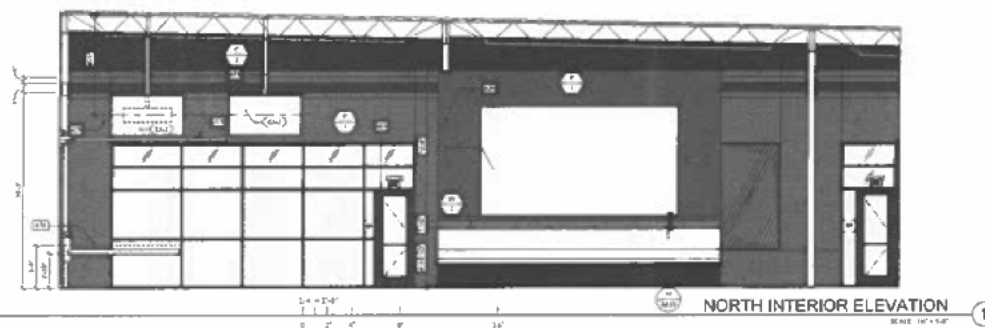
300 N. KIRK RD.  
ST. CHARLES, IL 60174

1 2 3

A140

03-10-2025 PERMIT SET

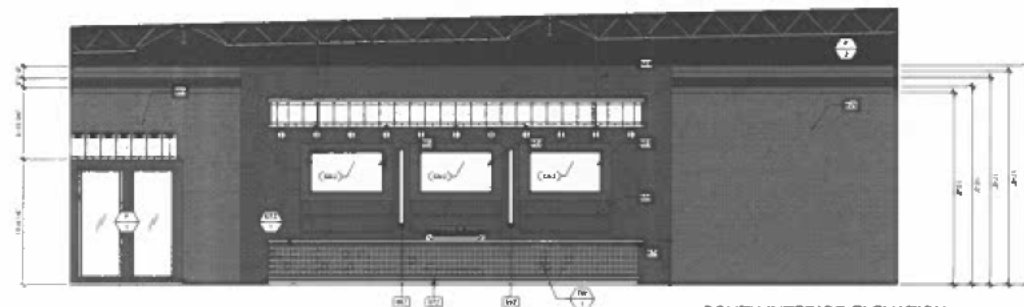




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## KEYNOTES

DOI: 10.1002/for

- [illegible]

## LEGEND

### METHODS

- [illegible]

## SLICE.

- |   |                 |
|---|-----------------|
|  | VENUS GLASS     |
|  | SPARTAN GLASS   |
|  | TEMPTRESS GLASS |

**COLFES**

Please e or web print color images full extent of building for  
 color balance and color

ALL WALLS TO BE FINISHED WITH BRICK ROOM OR LICK

- |   |  |
|---|--|
|  | BASSE COULEUR HC-179 ENHANCE BLANC     |
|  | RECHARGEUR (BLANC) HC-188 BLANC        |
|  | SCHEMME (BLANC) 2013-14 D'ARTS VISUELS |
|  | ACCENT COULEUR 2013-14 D'ARTS VISUELS  |

## INTERIOR ELEVATIONS

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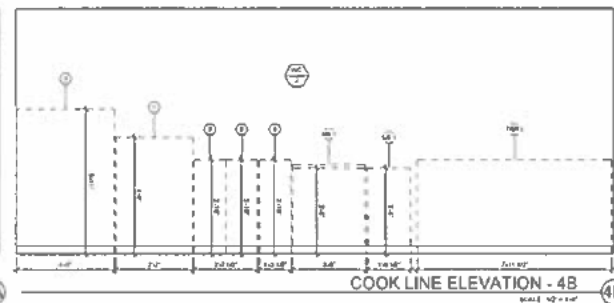
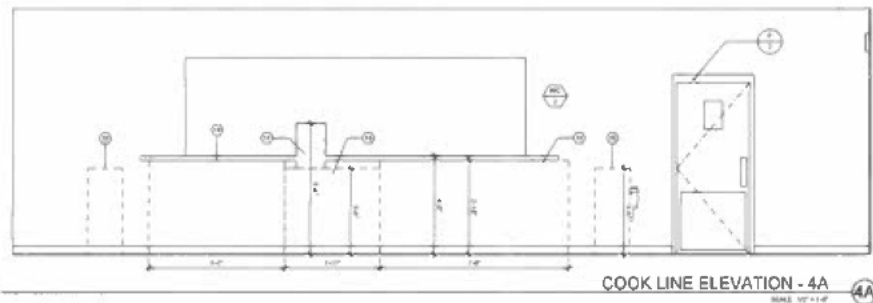
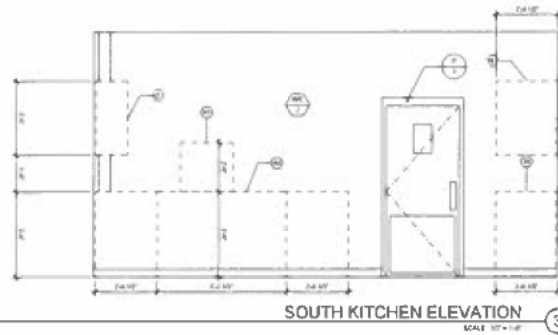
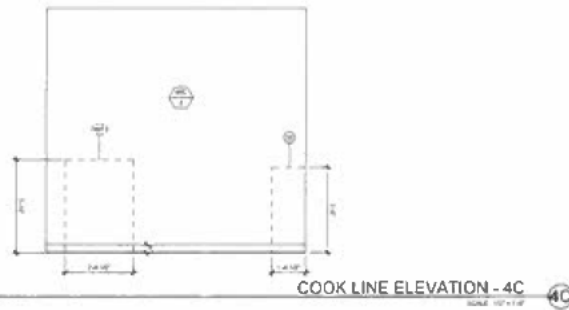
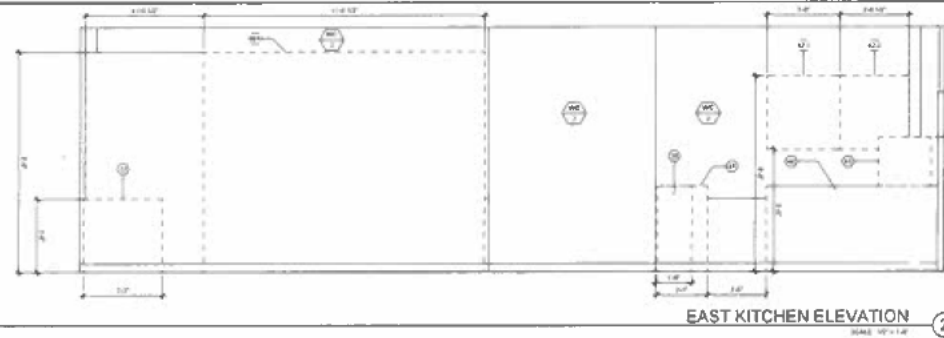
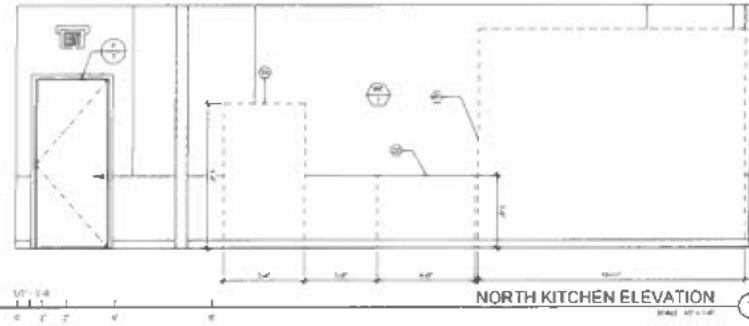
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KEYNOTES ☐  
SEE SHEET 4000 FOR GENERAL NOTES



WARE MALCOMB  
ARCHITECTS  
300 N. KIRK RD.  
ST. CHARLES, IL 60174  
TEL: 630.381.1100  
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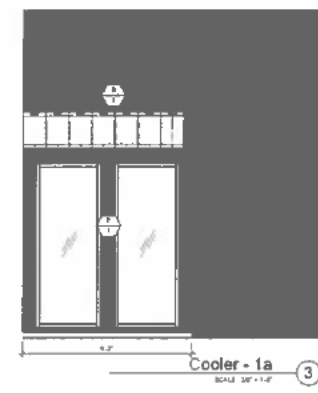
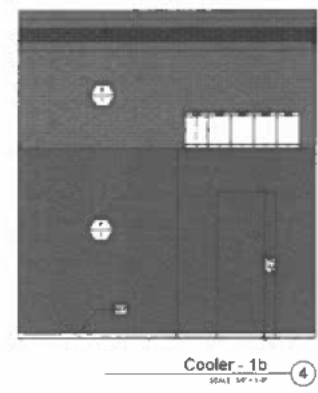
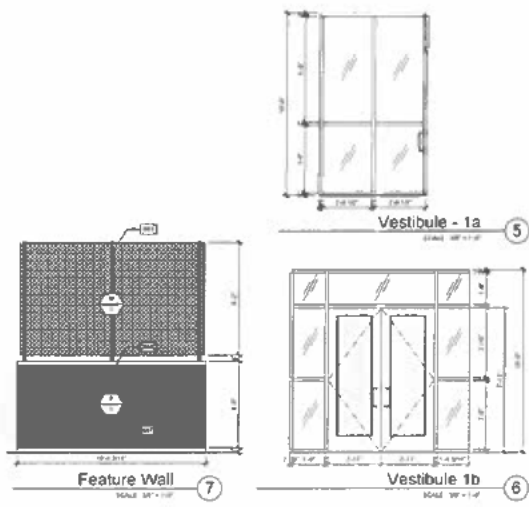
SIMPLE E.J.'S  
300 N. KIRK RD.  
ST. CHARLES, IL 60174

KITCHEN ELEVATIONS

DATE: 08/08/2023  
BY: JMM  
CHECKED BY: JMM  
APPROVED BY: JMM

SHEET  
A211





**KEYNOTES:**

1. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.

2. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.

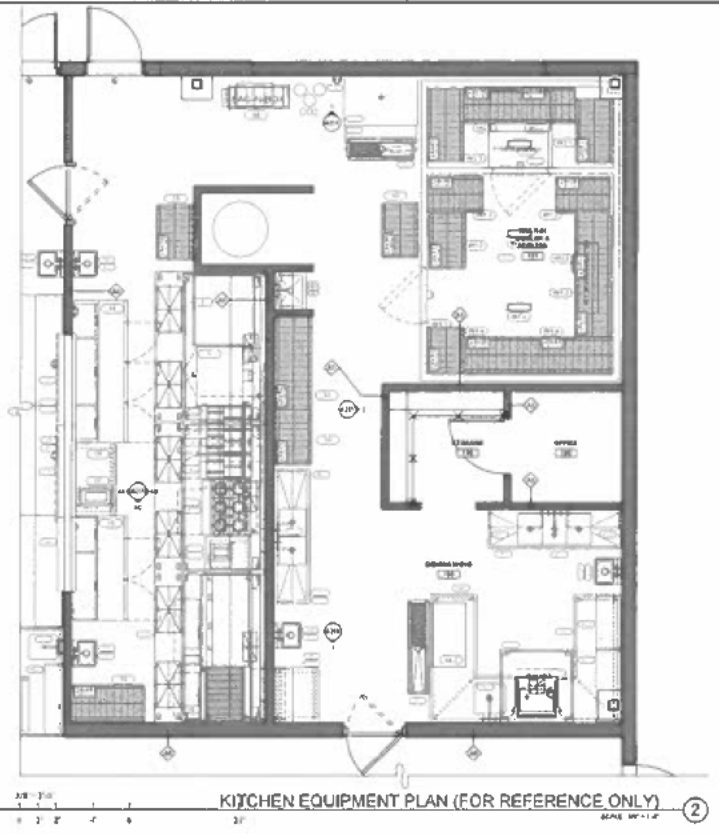
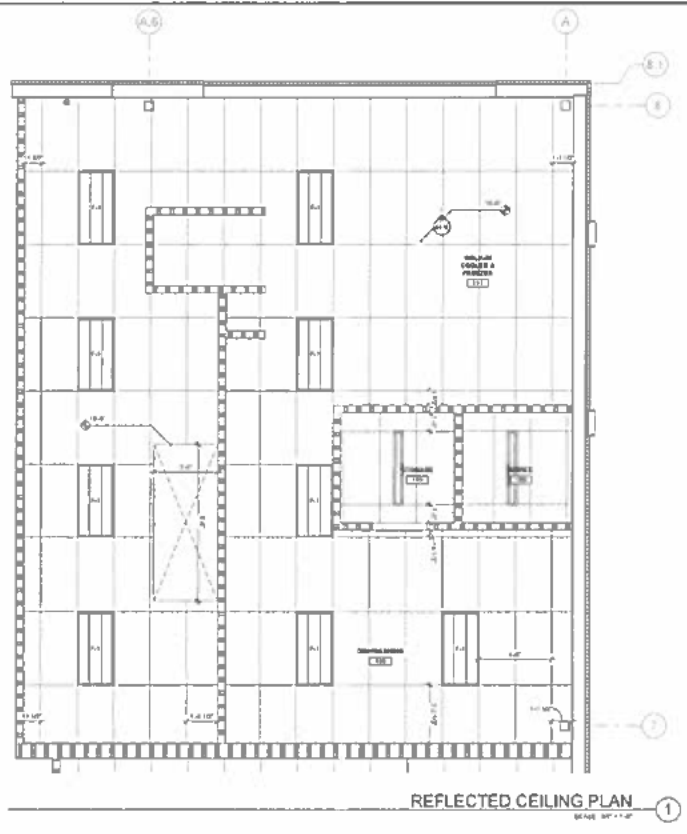
3. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.

4. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.

5. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.

6. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.

7. SEE KEYNOTES ON SHEET A12-17 FOR MATERIALS AND FINISHES.



**WARE MALCOMB**

300 N. KIRK RD.  
ST. CHARLES, IL 60174

312.326.1111  
www.waremalcomb.com

**SIMPLE EJ'S**

300 N. KIRK RD.  
ST. CHARLES, IL 60174

ELEVATIONS AND ENLARGED KITCHEN PLANS			
DATE	BY	CHECKED	APPROVED

**A212**

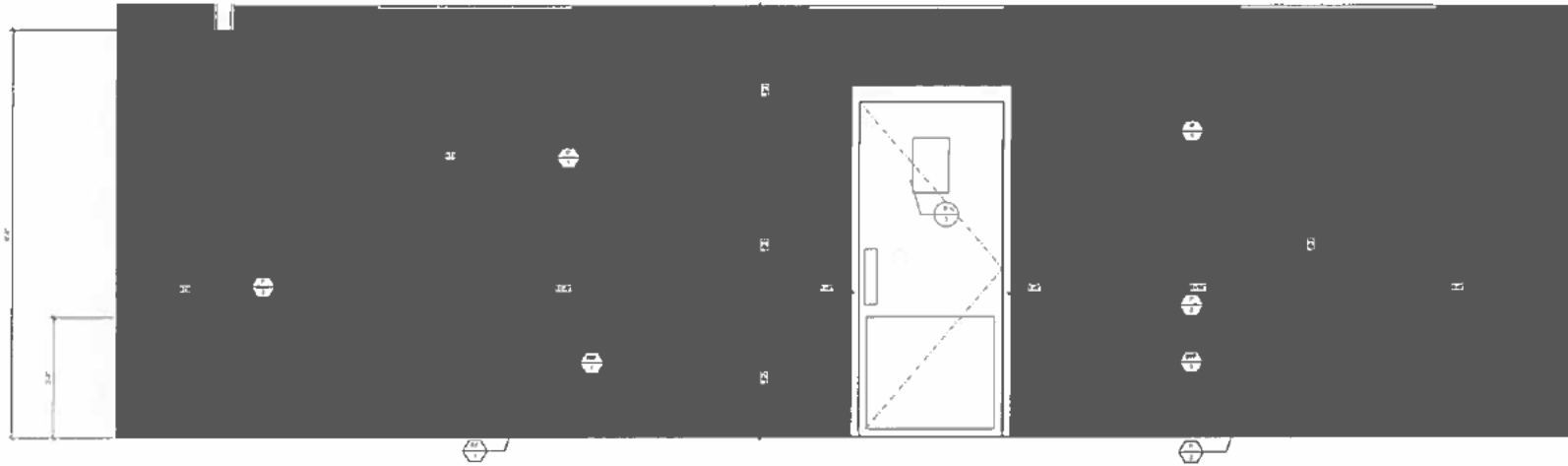
DATE: 12/18/14

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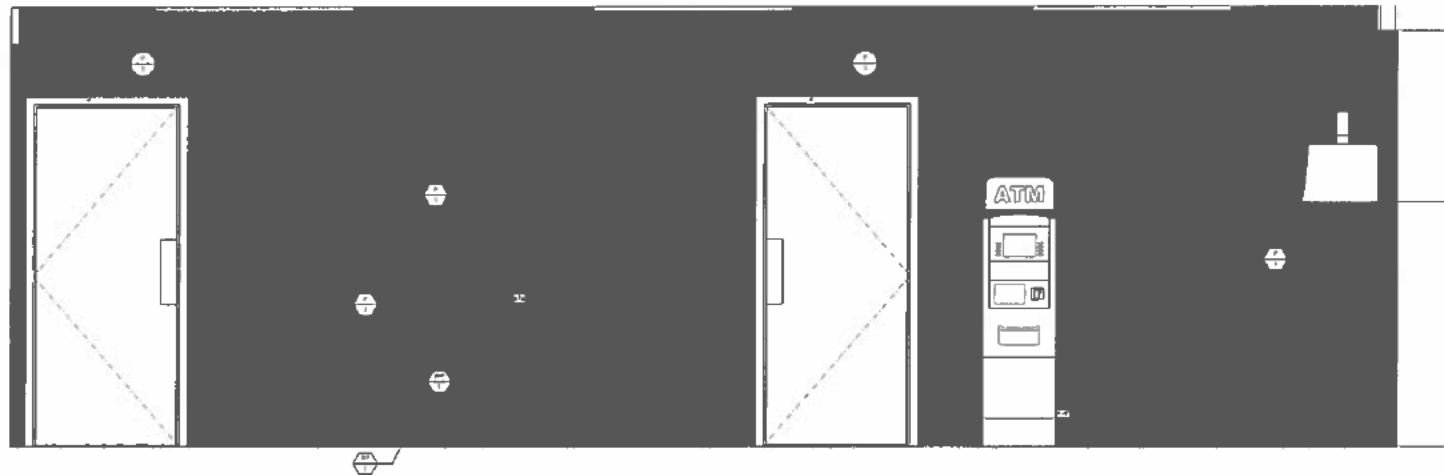
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NORTH HALLWAY ELEVATION ①



SOUTH HALLWAY ELEVATION ②

**KEYNOTES**

- 475 REX EVIDED ELECTRICAL PANELS METAL PANEL PAINTED TO MATCH SURROUNDING WALL
- 476 1" X 1" BROOMING
- 477 1" X 1" BROOMING

WARE MALCOMB  
1000 JEFFERSON AVE  
ST. CHARLES, IL 60174  
TEL: 631-234-1234  
FAX: 631-234-1235

SIMPLE EJ'S  
300 N. KIRK RD.  
ST. CHARLES, IL 60174

**ENLARGED ELEVATIONS**

NO.	DATE	DESCRIPTION
1	03/10/2025	PERMIT SET

DATE	03/10/2025
BY	WARE MALCOMB
CHECKED BY	WARE MALCOMB
APP. BY	WARE MALCOMB

**A213**





### RESTROOM ELEVATIONS



ENLARGED RESTROOM CEILING PLAN

KEYNOTES: 



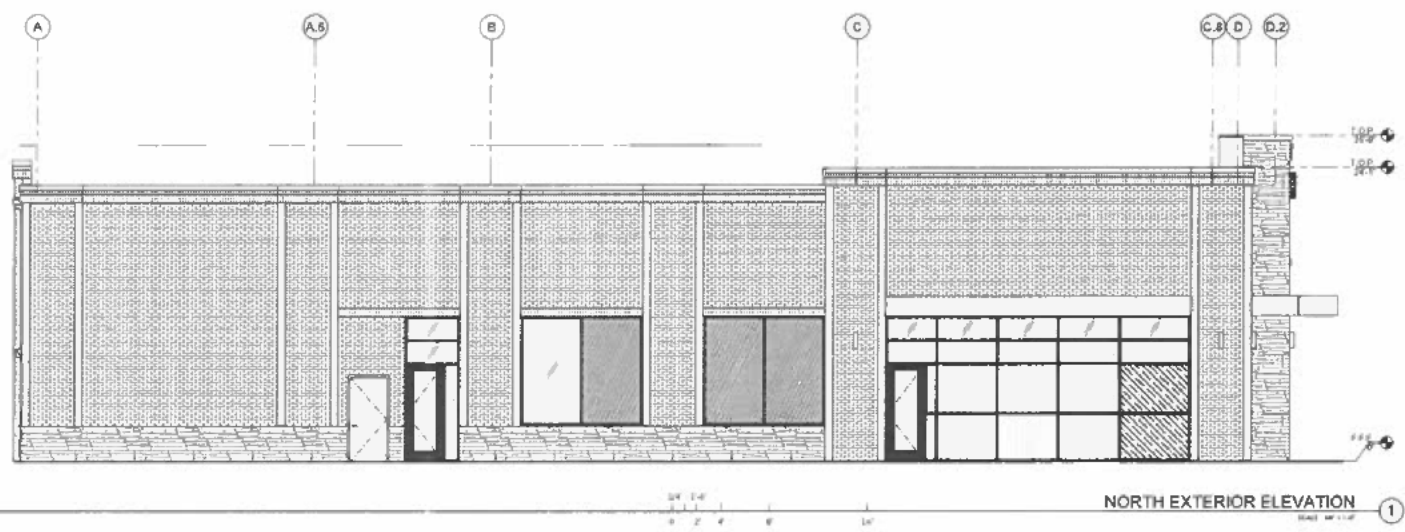
### RESTROOM ELEVATIONS

### ENLARGED RESTROOM FLOOR PLAN

Technical drawing of a bathroom layout with dimensions in centimeters. The drawing shows a rectangular room with a door on the left wall. The overall dimensions are 240 cm wide by 180 cm deep. The layout includes a toilet (100 cm x 70 cm), a sink (50 cm x 40 cm), a bathtub (160 cm x 70 cm), and a shower area (80 cm x 80 cm). A legend identifies symbols for the toilet, sink, bathtub, and shower.



KEYNOTES: ☐ ALL EXTERIOR ELEVATIONS



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EXTERIOR ELEVATIONS	

ALPM	Approved
SEALING BY	Author
JOB NO.	CH24-2228-00
DATE	03/10/2025
PROJECT	A300



# KEYNOTES:

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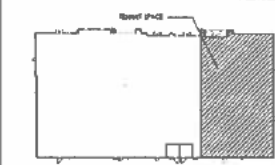
## LEGEND

Blank = MILLWORK

## WALL PARTITION LEGEND

1/2" BRICK WALL WITH 1/2" Gypsum Board on both sides  
 5/8" Plywood on 2x4 studs  
 5/8" Plywood on 2x4 studs with 1/2" Gypsum Board on both sides  
 1/2" BRICK WALL PARTITION

## KEY PLAN



## MILLWORK PLAN

SCALE: 1/4" = 1'-0"

1/4" = 1'-0"

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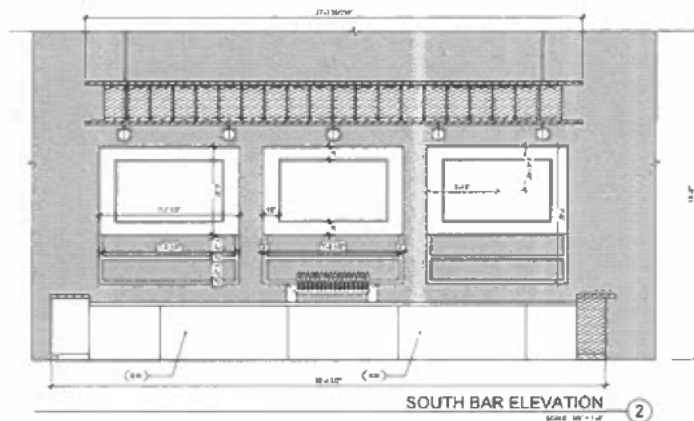
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MILLWORK PLAN

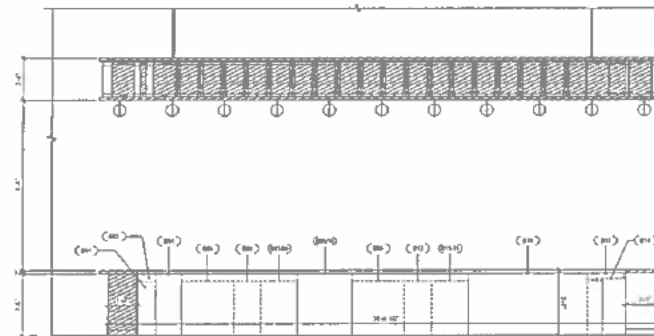
DATE: 03/10/2023  
 BY: [Signature]  
 CHECKED BY: [Signature]

SHEET  
**A400**

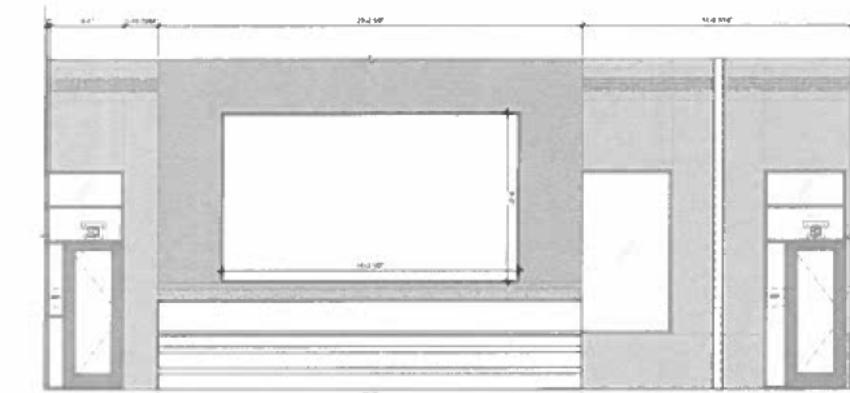




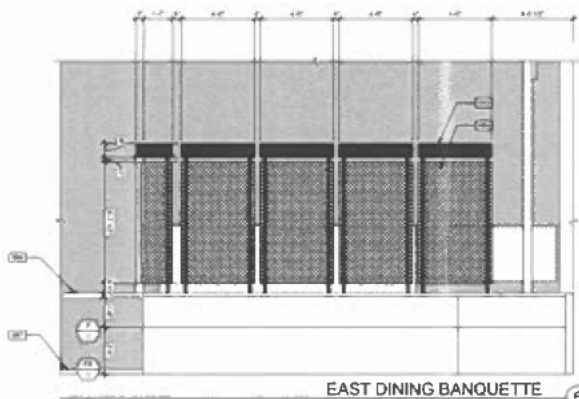
**SOUTH BAR ELEVATION**  
SCALE: 3/8" = 1'-0"



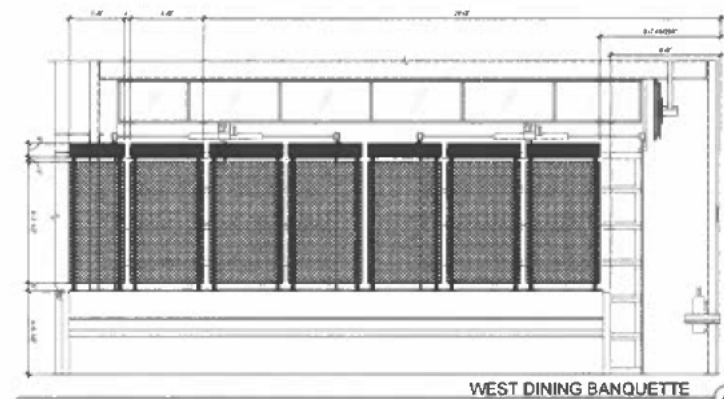
**NORTH BAR ELEVATION**  
SCALE: 3/8" = 1'-0"



**NORTH DINING BANQUETTE**  
SCALE: 3/8" = 1'-0"



**EAST DINING BANQUETTE**  
SCALE: 3/8" = 1'-0"



**WEST DINING BANQUETTE**  
SCALE: 3/8" = 1'-0"

**GENERAL NOTES**

1. ALL SURFACES SHALL BE FINISHED TO A SMOOTH, UNIFORM, AND DURABLE CONDITION.
2. THE FINISHES SHALL BE AS SHOWN ON THE DRAWINGS. THE FINISHES SHALL BE APPLIED TO THE SURFACES AS SHOWN ON THE DRAWINGS.
3. THE FINISHES SHALL BE APPLIED TO THE SURFACES AS SHOWN ON THE DRAWINGS.
4. THE FINISHES SHALL BE APPLIED TO THE SURFACES AS SHOWN ON THE DRAWINGS.
5. THE FINISHES SHALL BE APPLIED TO THE SURFACES AS SHOWN ON THE DRAWINGS.

**KEYNOTES:**

1. SEE KEYNOTE 1 FOR FINISHES.
2. SEE KEYNOTE 2 FOR FINISHES.
3. SEE KEYNOTE 3 FOR FINISHES.
4. SEE KEYNOTE 4 FOR FINISHES.
5. SEE KEYNOTE 5 FOR FINISHES.

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MILLWORK ELEVATIONS	
DATE	REVISION

**A410**



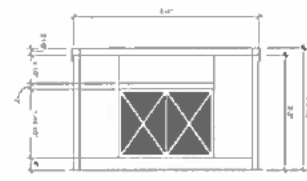
# GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

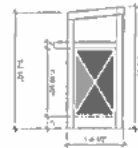
## REVISIONS

1. REVISION: SHOW THE NEW DIMENSIONS FOR THE NEW DESIGN. THE NEW DESIGN IS TO BE USED FOR THE NEW DESIGN.
2. REVISION: SHOW THE NEW DIMENSIONS FOR THE NEW DESIGN. THE NEW DESIGN IS TO BE USED FOR THE NEW DESIGN.
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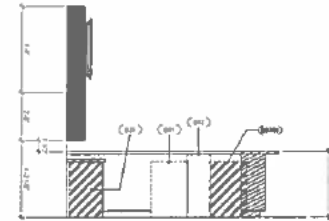
## KEYNOTES:



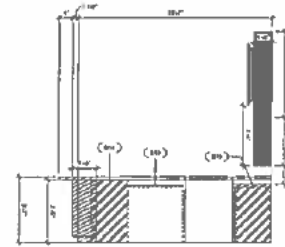
SOUTH HOST STAND ELEVATION  
SCALE 1/4" = 1'-0" 9



WEST HOST STAND ELEVATION  
SCALE 1/4" = 1'-0" 8



WEST BAR ELEVATION  
SCALE 1/4" = 1'-0" 7



EAST BAR ELEVATION  
SCALE 1/4" = 1'-0" 6

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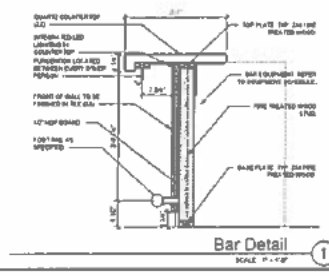
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**MILLWORK ELEVATIONS**

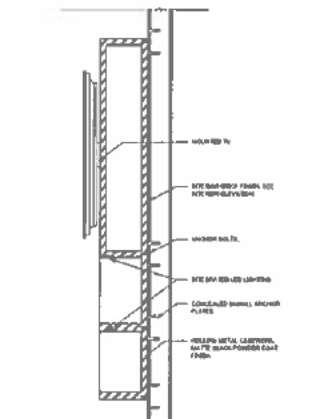
DATE: 03/10/2023  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: 1/4" = 1'-0"

**A411**

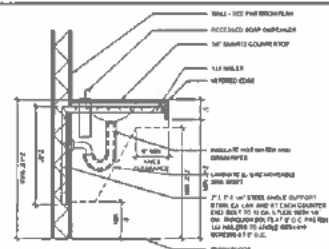




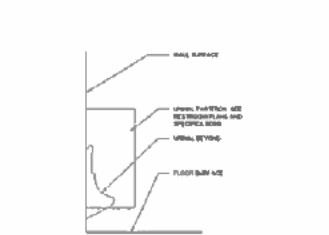
**Bar Detail**  
SCALE: 1/2" = 1'-0"



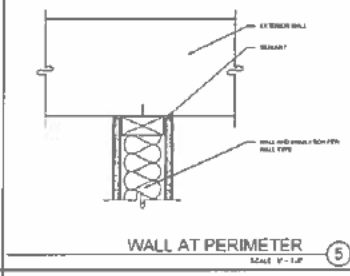
**LOWER OPEN CAB. W/ SHELVES**  
SCALE: 1/2" = 1'-0"



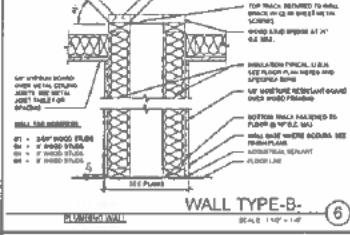
**LAVATORY COUNTER**  
SCALE: 1/2" = 1'-0"



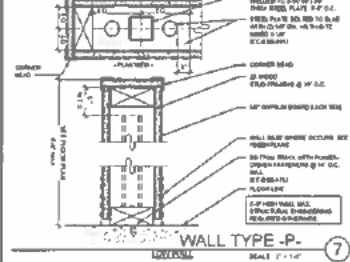
**URINAL PARTITION**  
SCALE: 1/2" = 1'-0"



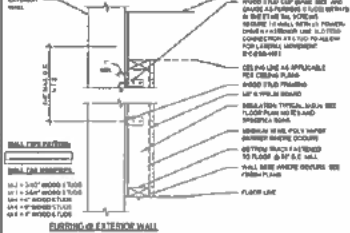
**WALL AT PERIMETER**  
SCALE: 1/2" = 1'-0"



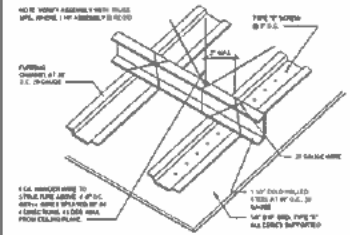
**WALL TYPE-B**  
SCALE: 1/2" = 1'-0"



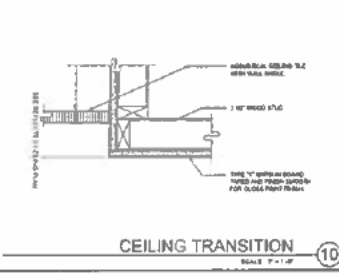
**WALL TYPE-P**  
SCALE: 1/2" = 1'-0"



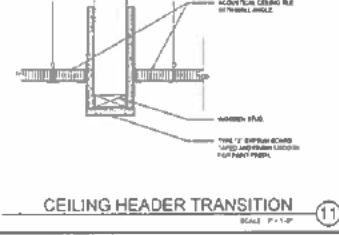
**WALL TYPE-U**  
SCALE: 1/2" = 1'-0"



**GYPSUM BOARD CEILING**  
SCALE: 1/2" = 1'-0"



**CEILING TRANSITION**  
SCALE: 1/2" = 1'-0"

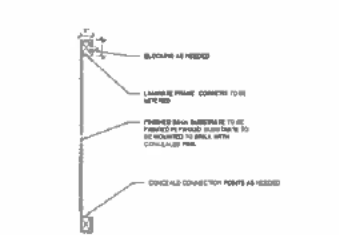


**CEILING HEADER TRANSITION**  
SCALE: 1/2" = 1'-0"

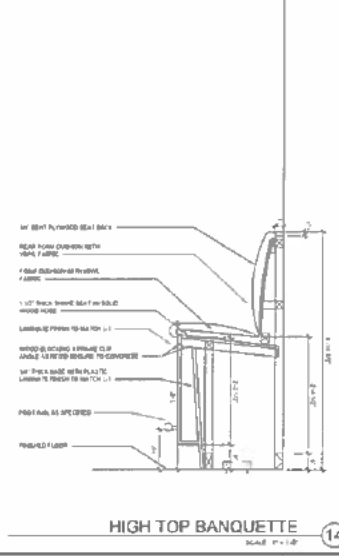
**ALLOWABLE CEILING SPANS L/240**  
SCALE: 1/2" = 1'-0"

NOTE: ALL JOIST SPACING SHALL BE 16" ON CENTER UNLESS OTHERWISE NOTED. JOIST SIZE SHALL BE 2X6 OR LARGER.

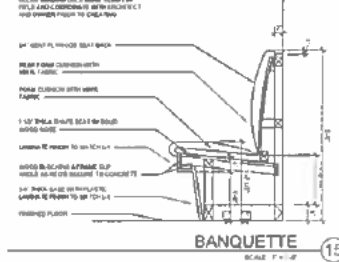
JOIST SIZE	SPAN (ft)	SPAN (in)	SPAN (ft)	SPAN (in)	SPAN (ft)	SPAN (in)	SPAN (ft)	SPAN (in)	SPAN (ft)	SPAN (in)
2X6	10	120	12	144	14	168	16	192	18	216
2X8	12	144	14	168	16	192	18	216	20	240
2X10	14	168	16	192	18	216	20	240	22	264
2X12	16	192	18	216	20	240	22	264	24	288
2X14	18	216	20	240	22	264	24	288	26	312
2X16	20	240	22	264	24	288	26	312	28	336
2X18	22	264	24	288	26	312	28	336	30	360
2X20	24	288	26	312	28	336	30	360	32	384
2X22	26	312	28	336	30	360	32	384	34	408
2X24	28	336	30	360	32	384	34	408	36	432
2X26	30	360	32	384	34	408	36	432	38	456
2X28	32	384	34	408	36	432	38	456	40	480
2X30	34	408	36	432	38	456	40	480	42	504
2X32	36	432	38	456	40	480	42	504	44	528
2X34	38	456	40	480	42	504	44	528	46	552
2X36	40	480	42	504	44	528	46	552	48	576
2X38	42	504	44	528	46	552	48	576	50	600
2X40	44	528	46	552	48	576	50	600	52	624
2X42	46	552	48	576	50	600	52	624	54	648
2X44	48	576	50	600	52	624	54	648	56	672
2X46	50	600	52	624	54	648	56	672	58	696
2X48	52	624	54	648	56	672	58	696	60	720
2X50	54	648	56	672	58	696	60	720	62	744
2X52	56	672	58	696	60	720	62	744	64	768
2X54	58	696	60	720	62	744	64	768	66	792
2X56	60	720	62	744	64	768	66	792	68	816
2X58	62	744	64	768	66	792	68	816	70	840
2X60	64	768	66	792	68	816	70	840	72	864
2X62	66	792	68	816	70	840	72	864	74	888
2X64	68	816	70	840	72	864	74	888	76	912
2X66	70	840	72	864	74	888	76	912	78	936
2X68	72	864	74	888	76	912	78	936	80	960
2X70	74	888	76	912	78	936	80	960	82	984
2X72	76	912	78	936	80	960	82	984	84	1008
2X74	78	936	80	960	82	984	84	1008	86	1032
2X76	80	960	82	984	84	1008	86	1032	88	1056
2X78	82	984	84	1008	86	1032	88	1056	90	1080
2X80	84	1008	86	1032	88	1056	90	1080	92	1104
2X82	86	1032	88	1056	90	1080	92	1104	94	1128
2X84	88	1056	90	1080	92	1104	94	1128	96	1152
2X86	90	1080	92	1104	94	1128	96	1152	98	1176
2X88	92	1104	94	1128	96	1152	98	1176	100	1200
2X90	94	1128	96	1152	98	1176	100	1200	102	1224
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2X94	98	1176	100	1200	102	1224	104	1248	106	1272
2X96	100	1200	102	1224	104	1248	106	1272	108	1296
2X98	102	1224	104	1248	106	1272	108	1296	110	1320
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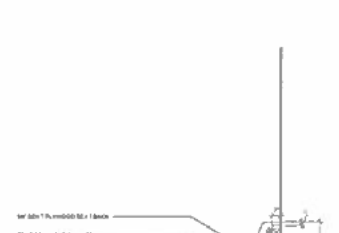
**ART FRAME**  
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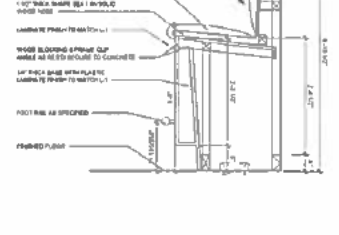
**HIGH TOP BANQUETTE**  
SCALE: 1/2" = 1'-0"



**BANQUETTE**  
SCALE: 1/2" = 1'-0"



**BOOTH**  
SCALE: 1/2" = 1'-0"



**BOOTH**  
SCALE: 1/2" = 1'-0"



# FINISH SCHEDULE

CAUTION: IF THIS SHEET IS NOT 30"X42" IT IS A REDUCED PRINT

## WALL FINISHES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
W-1	PAINT	ACRYLIC PAINT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALLS, CEILING, AND TRIM	100	SQ. YD.
W-2	PAINT	CEMENT BASE PAINT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALLS, CEILING, AND TRIM	100	SQ. YD.
W-3	PAINT	CEMENT BASE PAINT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALLS, CEILING, AND TRIM	100	SQ. YD.
W-4	PAINT	CEMENT BASE PAINT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALLS, CEILING, AND TRIM	100	SQ. YD.
W-5	PAINT	CEMENT BASE PAINT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALLS, CEILING, AND TRIM	100	SQ. YD.
W-6	PAINT	CEMENT BASE PAINT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALLS, CEILING, AND TRIM	100	SQ. YD.

## FLOOR FINISHES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
F-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR FLOOR	100	SQ. YD.
F-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR FLOOR	100	SQ. YD.

## CEILING FINISHES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
C-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING	100	SQ. YD.
C-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING	100	SQ. YD.
C-3	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING	100	SQ. YD.
C-4	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING	100	SQ. YD.
C-5	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING	100	SQ. YD.
C-6	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING	100	SQ. YD.

## DOOR FINISHES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
D-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR	100	SQ. YD.
D-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR	100	SQ. YD.
D-3	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR	100	SQ. YD.
D-4	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR	100	SQ. YD.
D-5	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR	100	SQ. YD.
D-6	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR	100	SQ. YD.

## WALL MOUNTS

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
M-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALL MOUNT	100	SQ. YD.
M-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR WALL MOUNT	100	SQ. YD.

## CEILING MOUNTS

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
C-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING MOUNT	100	SQ. YD.
C-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR CEILING MOUNT	100	SQ. YD.

## DOOR MOUNTS

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
D-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR MOUNT	100	SQ. YD.
D-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR DOOR MOUNT	100	SQ. YD.

## LIGHT FIXTURES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
L-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR LIGHT FIXTURE	100	SQ. YD.
L-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR LIGHT FIXTURE	100	SQ. YD.
L-3	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR LIGHT FIXTURE	100	SQ. YD.
L-4	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR LIGHT FIXTURE	100	SQ. YD.
L-5	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR LIGHT FIXTURE	100	SQ. YD.
L-6	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR LIGHT FIXTURE	100	SQ. YD.

## EQUIPMENT

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
E-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR EQUIPMENT	100	SQ. YD.
E-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR EQUIPMENT	100	SQ. YD.

## PLUMBING FIXTURES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
P-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR PLUMBING FIXTURE	100	SQ. YD.
P-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR PLUMBING FIXTURE	100	SQ. YD.
P-3	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR PLUMBING FIXTURE	100	SQ. YD.
P-4	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR PLUMBING FIXTURE	100	SQ. YD.
P-5	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR PLUMBING FIXTURE	100	SQ. YD.
P-6	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR PLUMBING FIXTURE	100	SQ. YD.

## RESTROOM ACCESSORIES

NO.	PRODUCT TYPE	RECOMMENDATION	MANUFACTURER	SIZE	COLOUR/PAINT	NOTES	QUANTITY	UNIT
A-1	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR RESTROOM ACCESSORY	100	SQ. YD.
A-2	CEMENT	CEMENT	BECKMAN	1/2" x 1/2"	WHITE	FOR RESTROOM ACCESSORY	100	SQ. YD.

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300 N. KIRK RD.  
ST. CHARLES, IL 60174

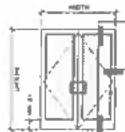
SCHEDULES

FINISHES

A600



## DOOR SCHEDULE



SF2  
DOUBLE  
STOREFRONT

DOOR SCHEDULE										DATE		REVISION	
NO.	DOOR NAME	TYPE	WIDTH	HEIGHT	SWING	LOCATION	FINISH	GLASS	GLASS TYPE	GLASS COLOR	GLASS PATTERN		
1	DOOR 1	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
2	DOOR 2	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
3	DOOR 3	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
4	DOOR 4	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
5	DOOR 5	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
6	DOOR 6	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
7	DOOR 7	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
8	DOOR 8	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
9	DOOR 9	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
10	DOOR 10	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
11	DOOR 11	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
12	DOOR 12	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
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14	DOOR 14	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
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16	DOOR 16	1	3'0"	7'0"	R	LOBBY	WOOD	GLASS	GLASS	GLASS	GLASS		
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136	DOOR 136	1	3'0"	7'0"	R	LOBBY</							

## GENERAL NOTES

[illegible][illegible]

DOOR SCHEIDING

## SIMPLE E.J.'S

300 N. KIRK RD.  
ST. CHARLES, IL 60174

**WARE MALCOMB**  
1315 Florida Ave.  
San Diego, CA 92103  
Tel: 619/594-1111

A610





WARE MALCOMB  
 311 2ND ST. N. ST. CHARLES, IL 60174  
 (618) 735-1111  
 WWW.WAREMALCOMB.COM

SIMPLE EJ'S  
 300 N. KIRK RD.,  
 ST. CHARLES, IL 60174

ISOMETRIC AND PERSPECTIVE VIEWS

DATE	REVISION
DESIGNED BY	APPROVED
DRAWN BY	CHECKED
SCALE	

A710



**SHOPPING CENTER LEASE**

**between**

**FHS PIAZZA LLC, a Delaware limited liability company,**

**Landlord**

**and**

**HHB, LLC, an Illinois limited liability company,**

**Tenant**



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## **EXHIBITS**

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Exhibit B:	Legal Description of Shopping Center
Exhibit C:	Legal Description of Landlord's Parcel
Exhibit D:	Design Criteria for Tenant's Signage
Exhibit E:	Description of Tenant's Work
Exhibit F:	Description of Landlord's Work
Exhibit G:	Rules and Regulations
Exhibit H:	Guaranty
Exhibit I:	Copy of COREA
Exhibit J:	Tenant Estoppel Certificate
Exhibit K:	Sales Tax Reporting



## SHOPPING CENTER LEASE

1. **Date and Parties.** This Lease is made on the 26<sup>th</sup> day of August, 2024, by and between FHS PIAZZA LLC, a Delaware limited liability company ("Landlord"), and HHB, LLC, an Illinois limited liability company ("Tenant").

2. **List of Exhibits.** The following exhibits attached to this Lease are incorporated by reference herein and are construed to be a part hereof:

- Exhibit A: Shopping Center Site Plan
- Exhibit B: Legal Description of Shopping Center
- Exhibit C: Legal Description of Landlord's Parcel
- Exhibit D: Design Criteria for Tenant's Signage
- Exhibit E: Description of Tenant's Work
- Exhibit F: Description of Landlord's Work
- Exhibit G: Rules and Regulations
- Exhibit H: Guaranty
- Exhibit I: Copy of COREA
- Exhibit J: Tenant Estoppel Certificate
- Exhibit K: Sales Tax Reporting

3. **Leased Premises Defined.** Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that certain space ("Leased Premises"), containing approximately five thousand (5,000) square feet of floor area. The floor area of the Leased Premises and all other floor area determinations contemplated under the terms of this Lease shall be determined by Landlord's architect, which determination shall be binding on Landlord and Tenant. Landlord reserves (i) the exclusive use of the exterior walls (other than storefronts), the roof, the airspace above the roof and the space below the floor slab; and (ii) the right to install, maintain, use, repair, and/or replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor, within the demising walls of the Leased Premises and in all common areas of the Shopping Center (as hereinafter defined).

The location of the Leased Premises is cross-hatched and outlined in red on Exhibit A attached hereto. The entire tract of land outlined in yellow on Exhibit A and of which the Leased Premises are a part is legally described on Exhibit B attached hereto; such entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center," are located at the northeast corner of Kirk Road and Farrell Road, St. Charles, Illinois. The portion of the Shopping Center to be owned by Landlord is outlined in green on Exhibit A and is legally described on Exhibit C attached hereto and is hereinafter referred to as "Landlord's Parcel." Tenant acknowledges that portions of the Shopping Center are owned by parties other than Landlord, although the Shopping Center is managed and operated as a single unit pursuant to a certain Construction, Operation and Reciprocal Easement Agreement, dated as of August 5, 1998 and recorded September 11, 1998



as Document 98K082487 with the Recorder's Office of Kane County, Illinois, made by and among H.P. Kirk Partners, L.L.C., an Illinois limited liability company, Inland Real Estate Corporation, a Maryland corporation, and West Suburban Bank, an Illinois corporation, not individually but as Trustee under Trust Agreement dated July 24, 1998 and known as Trust No. 10755, and H.P. Kirk Partners II, L.L.C., an Illinois limited liability company (collectively, the "COREA"). A copy of the COREA is attached to this Lease as Exhibit I. Tenant agrees that Landlord shall have the sole right and authority to make changes to the COREA, in Landlord's sole discretion, and Tenant shall abide by such changed COREA. Tenant acknowledges and agrees that, Landlord has made no representation or warranty to Tenant that any portion of the Shopping Center will be occupied by or remain occupied by a particular party or occupant.

**4. Lease Term/Minimum Rent Commencement/Rent Defined.** The term of this Lease ("Lease Term") shall commence nine (9) months after the Possession Date (as defined below), such date being hereinafter referred to as the "Term Commencement Date." The obligation of Tenant to pay Minimum Rent (as defined in Paragraph 8 of this Lease) and Tenant's obligation to pay its Pro Rata Share (as defined in Paragraph 17 of this Lease) of Real Estate Taxes (as defined in Paragraph 17 of this Lease), Insurance Payments (as defined in Paragraph 18 of this Lease) and Common Area Charges (as defined in Paragraph 19 of this Lease) shall commence and accrue as of and on the Term Commencement Date, it being understood that, as provided in Paragraph 5 below, all other obligations and liabilities imposed on Tenant under this Lease shall commence on the Possession Date. The term of this Lease shall end on the last day of the tenth (10th) consecutive Lease Year (as that term is defined in Paragraph 7 of this Lease) following the Term Commencement Date, hereinafter referred to as the "Lease Expiration Date," unless terminated sooner as provided in this Lease or as extended pursuant to Paragraph 12 below. For all purposes under this Lease, "Rent" shall be deemed to mean, on a collective basis, Minimum Rent, Tenant's Pro Rata Share of Real Estate Taxes, Insurance Payments and Common Area Charges, and any and all other sums or payments, of any nature whatsoever, due from Tenant to Landlord under the terms of this Lease.

**5. Occupancy/Delivery of Possession.** Landlord agrees that it shall use reasonable efforts to deliver possession of the Leased Premises to Tenant on or before August 1, 2025 (the "Possession Date"). For all purposes of this Paragraph 5, Landlord shall be deemed to have "delivered possession" when Landlord has substantially completed Landlord's Work as set forth in Exhibit F. Although the Possession Date shall have occurred, Landlord shall not be required to deliver actual possession of the Leased Premises to Tenant unless and until Tenant has delivered to Landlord the certificate of insurance as required pursuant to Paragraph 28 of this Lease and the Estoppel Certificate described in this Paragraph 5. In the event of a dispute regarding substantial completion of Landlord's Work, Landlord's architect shall have sole responsibility for determining when Landlord's Work is substantially completed; provided, however, under no circumstance shall the Landlord's Work be deemed substantially complete until a certificate of occupancy (or temporary certificate of occupancy) has issued for the Leased Premises. In the event that, for any reason or cause whatsoever, Landlord fails to substantially complete Landlord's Work and deliver possession of the Leased Premises to Tenant on or before the Possession Date, Landlord shall not be subject to any liability for such failure, and the Possession Date shall be the date on which Landlord actually delivers possession of the Leased Premises to Tenant. It is understood and agreed that, in the event that Landlord substantially completes Landlord's Work and delivers possession of the Leased Premises to Tenant prior to the Possession Date specified above in this Paragraph 5, then the Possession Date shall be



deemed to be the actual date on which Landlord delivers possession of the Leased Premises to Tenant. It is further understood and agreed that, as of 12:01 a.m. on the Possession Date, and continuing throughout the Lease Term, the Tenant shall comply with, and perform, on a timely basis, all of the obligations and liabilities imposed on Tenant under the terms of this Lease, whether of a monetary or a nonmonetary nature; provided, however, that Tenant shall not be obligated to pay Minimum Rent for the period of time commencing on the Possession Date and continuing to, but not inclusive of, the Term Commencement Date. Concurrently with Tenant's acceptance of the Leased Premises, Tenant shall execute and deliver to Landlord an Estoppel Certificate, in the form attached to this Lease as Exhibit K and completed with all relevant dates based upon the terms and provisions of this Lease.

**6. Performance of Tenant's Work.**

(a) Generally. Tenant shall be obligated to perform certain construction work in and to the Leased Premises as set forth in Exhibit E, then commencing on the Possession Date, Tenant shall expeditiously commence, perform and diligently complete its obligations as described on Exhibit E. Tenant shall complete its work not later than one hundred eighty (180) days after the Possession Date; provided, however, in the event there are delays in completion which are beyond the reasonable control of Tenant (by way of example, but not limitation, for inspections and the like), Tenant shall notify Landlord and the parties shall proceed in good faith to agree to a reasonable extension of the timeframe to complete Tenant's Work or such a mutually agreeable resolution, provided, however, in no event shall the Term Commencement Date be extended. In the event that Tenant fails to timely satisfy its obligations as described on Exhibit E, after notice from Landlord and Tenant's failure to cure (provided that Tenant has commenced and is diligently pursuing such cure), such failure shall be deemed to constitute a monetary default under this Lease and, in addition to any and all other remedies available to Landlord under this Lease, Landlord shall have the right to terminate this Lease. Prior to the Term Commencement Date, Tenant shall furnish detailed evidence, satisfactory to Landlord, as to the cost of Tenant's work; that Tenant's work has been completed and paid for in full; and that any and all liens for such work that have been or may be filed, have been released or satisfied of record. In no event shall Tenant open for business until all of the evidence described in the immediately preceding sentence has been furnished to Landlord.

(b) Improvement Allowance. Provided that Tenant is not in default under this Lease and all sums payable by Tenant under this Lease are current, Landlord shall pay to Tenant the sum of \$100,000.00 (\$20/psf) (the "Improvement Allowance"). Provided that Tenant is not in default hereunder beyond any applicable cure period, the Improvement Allowance will be paid to Tenant within fifteen (15) days after: (1) Tenant's Work has been completed; (2) Tenant has opened the Leased Premises for business with the public; (3) Tenant has delivered to Landlord the insurance certificates required pursuant to this Lease, (4) all costs and expenses incurred in connection with Tenant's Work have been paid in full such that Leased Premises and the Shopping Center shall be and remain free from any and all claims of mechanic's, materialmen's and other similar liens relating to labor and/or materials supplied in connection with the Improvements; and (5) such completion and payment shall have been evidenced by the following:

(i) A certificate of completion for Tenant's Work shall have been signed by Tenant and the general contractor for Tenant's Work and delivered to Landlord;



(ii) An original General Contractor's Statement, on Chicago Title Insurance Company's standard form; and

(iii) Original final lien waivers from all contractors and materialmen providing goods and services in connection with Tenant's Work.

(c) **TI Loan.** In connection with Tenant performing its work in and the Leased Premises as set forth on Exhibit E, Landlord agrees to make available additional financing for tenant improvements in the amount of up to \$1,000,000 (the "TI Loan") through its affiliate, GSI Finance Company LLC (the "TI Lender"). Such TI Loan shall bear interest at a fixed rate of 7% per annum, with principal and interest amortized over a period of ten (10) years and payable monthly. The TI Loan shall mature with a balloon payment at the expiration of the initial ten (10) year Lease Term or any termination of the Lease, if earlier. By way of example, if the TI loan is for the entire amount of \$1,000,000, the monthly payment shall be \$11,610.85. Such TI Loan shall be secured with a mortgage against the home of Erik Baylis, one of the principals of Tenant, located at 1012 N. Knight Avenue, Park Ridge, Illinois 60068 or such other collateral reasonably acceptable to TI Lender, which may be replaced from time to time or, after the fifth (5<sup>th</sup>) Lease Year, reduced in TI Lender's sole discretion if there have been no defaults by Tenant. The TI Loan shall also be personally guaranteed by the same guarantors of this Lease and a default under the TI Loan shall constitute a default under this Lease. In the event Tenant wants to obtain the TI Loan, Tenant shall notify Landlord and shall then enter into the requisite financing documents as required by TI Lender.

(d) **Liquor License.** Tenant acknowledges and agrees that it shall (i) apply for a retail liquor (and related) license(s) (the "License") from the requisite municipal authorities and the Illinois Liquor Commission (the "Commission") within thirty (30) days after the earlier to occur of (A) Tenant's receipt of all necessary permits and approvals for Tenant's work set forth in Exhibit E attached hereto or (B) the Possession Date. Tenant shall provide the Commission with all required items to receive the License and pursue such License in good faith and using commercially reasonable best efforts. Provided Tenant timely submits its application for the License within the timeframe set forth in the preceding sentence, Tenant shall have the right to terminate the Lease upon delivery of written notice to Landlord if it fails to obtain the License within ninety (90) days after application therefor, in which event this Lease shall be deemed null and void and of no further force or effect. If Tenant (x) obtains the License, (y) fails to obtain the License and does not notify Landlord of its election to terminate this Lease within ninety (90) days after Tenant timely made its application or (z) fails to timely make its application for the License as required in this Section 6(d), Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this Section 6(d) and this Lease shall continue in full force and effect.

7. **Lease Year.** The term "Lease Year," as referred to in this Lease, means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Term Commencement Date if the Term Commencement Date occurs on the first day of the calendar month; or, if not, then the first Lease Year shall commence on the first day of the first calendar month after the Term Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the commencement date of the first Lease Year.



8. **Minimum Rent.** Tenant agrees to pay to Landlord as "Minimum Rent", without notice or demand or setoff of any kind, the monthly sum as set forth in Paragraph 9 below, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's Rent shall be paid upon the execution of this Lease. Rent and other charges to be paid to Landlord under this Lease for any period less than one (1) month shall be a prorated on a per diem basis. All Rent and other charges due under this Lease shall be payable to Landlord at 1307 Schiferl Road, Bartlett, Illinois 60103, or at such other place as Landlord may from time to time designate in writing.

9. **Minimum Rent Amounts.** Minimum Rent shall be payable during the Lease Term as follows:

<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 1	\$26.50	\$11,041.67	\$132,500.00
Lease Year 2	\$27.30	\$11,375.00	\$136,500.00
Lease Year 3	\$28.12	\$11,716.67	\$140,600.00
Lease Year 4	\$28.96	\$12,066.67	\$144,800.00
Lease Year 5	\$29.83	\$12,429.17	\$149,150.00
Lease Year 6	\$30.72	\$12,800.00	\$153,600.00
Lease Year 7	\$31.65	\$13,187.50	\$158,250.00
Lease Year 8	\$32.60	\$13,583.33	\$163,000.00
Lease Year 9	\$33.57	\$13,987.50	\$167,850.00
Lease Year 10	\$34.58	\$14,408.33	\$172,900.00

In the event the actual square footage of the Leased Premises is more or less than the 5,000 sf, the Monthly Minimum Rent and Annual Minimum Rent shown above shall be adjusted so that the Tenant pays Landlord an amount of Annual Minimum Rent equal to the PSF Rent multiplied by the actual square footage of the Leased Premises, which number shall be divided by twelve (12) to calculate the Monthly Minimum Rent.

10. **Landlord Option to Collect via Automatic Transfer.**

(a) **Authorization.** Instead of requiring Tenant to pay Minimum Rent, Tenant's Pro Rata Share of Real Estate Taxes, Insurance Payments, Common Area Charges, or other charges in a manner pursuant to Paragraphs 8, 17, 18 and 19, or otherwise as required under this Lease, Landlord may, at its sole option, upon not less than thirty (30) days prior written notice to Tenant, require Tenant to promptly execute and deliver to Landlord any documents, instruments, authorizations, or certificates required by Landlord to give effect to an automated debiting system, whereby any or all payments by Tenant (as designated from time to time by Landlord) of whatsoever nature required or contemplated by this Lease shall be debited monthly or from time to time, as determined by Landlord, from Tenant's account in a bank or financial institution designated by Tenant and credited to Landlord's bank account as Landlord shall designate from time to time.

(b) **Tenant Pays all Fees.** Tenant shall promptly pay all service fees and other charges connected with such automated debiting system, including, without limitation, any



charges resulting from insufficient funds in Tenant's bank account or any charges imposed on the Landlord.

(c) Tenant Notices of Bank Change. In the event that Tenant elects to designate a different bank or financial institution from which any Rent or other charges under the Lease are automatically debited, notification of such change and the required documents, instruments, authorization, and certificates specified in subparagraph (a) must be received by Landlord no later than thirty (30) days prior to the date such change is to become effective.

(d) Mistake in Debit. Tenant agrees that it shall remain responsible to Landlord for all payments of Rent, Additional Rent, and other charges pursuant to the Lease, even if Tenant's bank account is incorrectly debited in any given month. Such Rent and other charges shall be immediately payable to Landlord upon written demand.

(i) Failure to Comply is a Lease Default. Tenant's failure to properly designate a bank or financial institution or to promptly provide appropriate information in accordance with this Paragraph 10(e) shall constitute a default of the Lease.

11. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of \$19,771.00. Such sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds but may commingle the security deposit with Landlord's own funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit, or any balance thereof, shall be promptly returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and shall have no further liability with respect thereto. Upon such transfer, Tenant shall look solely to the new landlord or lender for the return of the security deposit and the provisions hereof shall apply to every transfer or assignment made of the security deposit to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the security deposit and neither Landlord nor its successors or assigns shall be bound by any such assignment or attempted assignment, or encumbrance. Notwithstanding anything to the contrary contained in this Paragraph 11, if any claims of Landlord exceed the amount of the Security Deposit, Tenant shall remain liable for the balance of such claims. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the security deposit shall be applied first to the payment of Rent due Landlord for all periods prior to the filing of such proceedings.



**12. Options to Renew.** Tenant shall have and is hereby granted the option to extend the term of this Lease for two (2) additional periods of five (5) years each upon the same terms, conditions and rental contained in this Lease, except that, in lieu of the Minimum Rent due and payable during the original term of this Lease or the option period, as the case may be, the Minimum Rent shall be payable in such amounts as are set forth in Paragraph 13 of this Lease. Tenant must notify Landlord, in writing, and by certified mail, return receipt requested, of its election to exercise its option to extend the Lease Term at least three hundred sixty (360) days prior to the expiration of the original Lease Term or any option period, as the case may be. The renewal option(s) set forth in this Paragraph 12 cannot be exercised by Tenant unless (i) Tenant is current in its payments of all installments of Minimum Rent, Common Area Charges, Real Estate Taxes and Insurance Payments and any other charges due under this Lease; and (ii) Tenant is in occupancy and conducting business from the Leased Premises; and (iii) Tenant is not otherwise in default under any of the covenants and obligations contained in this Lease.

**13. Option Period Minimum Rent Amounts.** Minimum Rent shall be payable during the option periods hereof as follows:

<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 11	\$35.62	\$14,841.67	\$178,100.00
Lease Year 12	\$36.69	\$15,287.50	\$183,450.00
Lease Year 13	\$37.79	\$15,745.83	\$188,950.00
Lease Year 14	\$38.92	\$16,216.67	\$194,600.00
Lease Year 15	\$40.09	\$16,704.17	\$200,450.00
Lease Year 16	\$41.29	\$17,204.17	\$206,450.00
Lease Year 17	\$42.53	\$17,720.83	\$212,650.00
Lease Year 18	\$43.80	\$18,250.00	\$219,000.00
Lease Year 19	\$45.12	\$18,800.00	\$225,600.00
Lease Year 20	\$46.47	\$19,362.50	\$232,350.00

In the event the actual square footage of the Leased Premises is more or less than the 5,000 sf, the Monthly Minimum Rent and Annual Minimum Rent shown above shall be adjusted so that the Tenant pays Landlord an amount of Annual Minimum Rent equal to the PSF Rent multiplied by the actual square footage of the Leased Premises, which number shall be divided by twelve (12) to calculate the Monthly Minimum Rent.

**14. Use.**

(a) Subject to all exclusive and prohibited uses in effect at Landlord's Parcel, Tenant shall use the Leased Premises for an American Fare and Sports Bar full-service restaurant with 500 square feet of soft service ice cream and other desserts and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord, it being acknowledged and agreed by Tenant that Landlord shall not be deemed to have unreasonably withheld its consent to any changed use if such changed use would (x) violate the terms of the COREA or any other exclusive or prohibited uses in effect at Landlord's Parcel, (y) compete with any then existing use or operation of any other tenants or occupants of the Shopping Center, or (z) otherwise violate any terms or provisions of this Lease. Without limiting the foregoing,



Tenant shall not use the Leased Premises for a bank, savings and loan, federal bank for savings or credit union nor shall Tenant locate or permit an automatic teller machine in the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which is not within the permitted use of the Leased Premises or which will in any way increase the existing rate of, or affect, any fire or other insurance policy for the building of which the Leased Premises are a part or any of its contents, or cause a cancellation of any insurance policy covering said building, or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail Shopping Center. Tenant shall not commit, or allow to be committed, any waste in or upon the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises or the Shopping Center which will in any way violate any provisions of the COREA.

(b) No merchandise, equipment or services, including, but not limited to, vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the common areas of the Shopping Center; provided, however, that the foregoing prohibition shall not be applicable to temporary Shopping Center promotions, except that no promotional activities will be allowed in the common areas of the Shopping Center without the prior written approval of the Landlord which approval may be withheld by Landlord in its sole and absolute discretion, and which may, pursuant to the provisions of the COREA, require third party approval. Landlord makes no representation or warranty, of any nature or kind, concerning Landlord's ability to obtain such third party consent. Tenant shall be responsible, at Tenant's sole cost and expense, for cleaning up and restoring any damage to the sidewalk caused by the display and sale of merchandise.

(c) Tenant shall cause its employees to park their vehicles only in those areas designated as employee parking areas by Landlord pursuant to the provisions of Paragraph 24 of this Lease.

(d) Notwithstanding anything to the contrary in this Lease, so long as Tenant is not in default under any of the terms of this Lease beyond all applicable notice and cure periods, and subject to all required government approvals and the terms of the COREA, Tenant's permitted use shall include the right to utilize, at no additional charge to Tenant, an outdoor seating area located on the sidewalk area, directly adjacent to the Leased Premises. Tenant's rights under this Paragraph 14(d) are specifically subject to the terms of the COREA. If Tenant elects to utilize the outdoor seating area, Tenant shall do so in such a manner to allow the continued and unimpaired access of pedestrians on the sidewalk in front of the Leased Premises and shall cause, at Tenant's sole cost and expense, such outdoor seating area to be cleaned on a daily basis, and, no less frequently than twice monthly, to be cleaned with a high pressure wash. In addition, Tenant shall provide ashtrays for its customers in the outdoor seating area, and shall police such area on a regular basis each day.

**15. Compliance with Law.** Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any



law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with and shall take all actions necessary to cause the Leased Premises to comply with all laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to, or affecting, the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant (whether Landlord be a party thereto or not), that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**16. Covenant to Operate.** Throughout the entire Lease Term and any extensions thereof, Tenant shall continuously conduct and carry on Tenant's business in the Leased Premises, and shall keep the Leased Premises open for business and cause Tenant's business to be conducted therein during customary business hours for similar uses in the Chicago metropolitan area. This provision shall not apply if the Leased Premises should be closed and the business of Tenant temporarily discontinued in said Leased Premises on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Leased Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct Tenant's business in accordance with sound business practices. Tenant hereby covenants and agrees that it shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Leased Premises and the Shopping Center. Tenant further covenants and agrees that, if any of its employees or agents strike, or if picket lines or boycotts or other visible activity objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents, or any part of them, in or about the Leased Premises or the Shopping Center, Tenant shall, upon Landlord's request, immediately close the Leased Premises to the public and remove all employees from the Leased Premises until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's satisfaction. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's failure to continuously operate the Leased Premises on all business days in accordance with all of the provisions of this Paragraph 16, it is hereby agreed that, in addition to any and all other remedies available to Landlord under the terms of this Lease, Landlord shall be entitled to liquidated damages in an amount equal to one hundred fifty percent (150%) of the sum of the Minimum Rent, and all other Rent due and payable under this Lease, prorated on a daily basis, for each day that Tenant fails to comply with the provisions of this Paragraph 16, which sum shall be payable within ten (10) days following Landlord's delivery to Tenant of an invoice for that sum. In addition to all other remedies available to Landlord under the terms of this Lease, Landlord shall have the right to obtain specific performance by Tenant of its covenant and continuous operation set forth in this Paragraph 16.

**17. Real Estate Tax Reimbursement.**

(a) Tenant shall pay to Landlord, as additional rent, its Pro Rata Share (as hereinafter defined) of Real Estate Taxes (as hereinafter defined) relating to the Landlord's Parcel for each calendar year commencing in the calendar year in which the Term Commencement Date occurs and continuing thereafter through the Lease Term Expiration Date, except that the amount of



such Real Estate Taxes for the calendar years during which the Term Commencement Date occurs and the Lease Term ends shall be adjusted pro rata between Landlord and Tenant on the basis of the number of days in the Lease Term falling within said calendar years. Prior to the Term Commencement Date and thereafter, within ninety (90) days prior to January 1<sup>st</sup> of each year during the Lease Term, Landlord shall provide to Tenant Landlord's estimate of Tenant's Pro Rata Share of the Real Estate Taxes for the next applicable calendar year. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of current Real Estate Taxes shall be paid by Tenant in advance during the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term. Said Real Estate Tax payments are to be estimated by Landlord and in the event Landlord is required under any mortgage covering part or all of the Landlord's Parcel to escrow Real Estate Taxes, Landlord may use the amount required to be so escrowed as the basis for its estimate. Said estimated payments may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Within thirty (30) days of receipt of the actual tax bills, Landlord shall notify Tenant of the actual amount due from Tenant. Any amount actually paid by Tenant which exceeds Tenant's Pro Rata Share shall be credited against the next succeeding monthly payments of Tenant's Pro Rata Share of Real Estate Taxes due pursuant to this Paragraph 17, unless this Lease shall have terminated or expired, in which event Landlord shall refund such overpayment to Tenant within thirty (30) days of receipt of the actual tax bills, in writing. If Tenant has paid less than the amount due, Tenant shall pay the difference within thirty (30) days of receipt of written notice by Landlord. Tenant further agrees that Landlord may include all costs and expense, incurred by Landlord, with respect to any efforts on the part of Landlord or Landlord's representatives to minimize, reduce, protest, negotiate, or adjust any real estate tax bill, tax assessment, or assessed valuation with regard to the Shopping Center including, without limitation, the cost of appraisals, witness fees, and attorney's fees. Tenant's obligation for payment of Real Estate Taxes and Landlord's obligation to refund any overpayment of Real Estate Taxes shall survive the expiration or earlier termination of the Lease Term.

(b) For purposes of this Lease, the following terms shall have the meaning as specified in this subparagraph 17(b);

(i) "Floor Area" shall mean the actual number of square feet of space contained on the ground floor within a building or leased premises.

(ii) "Real Estate Taxes" shall mean and include all real estate taxes, assessments, special taxes, special assessments and other governmental impositions and charges of every kind and nature whatsoever (except income, franchise, capital stock, federal and state estate and inheritance taxes and taxes based upon receipt of rentals, unless enacted in lieu of Real Estate Taxes), extraordinary as well as ordinary, foreseen and unforeseen, present or future, and each and every installment thereof which shall or may, during the Lease Term, become due and payable or arising in connection with, the use, occupancy, or possession of, or due or payable out of or for, the Landlord's Parcel or any part thereof. The amount of Real Estate Taxes attributable to any calendar year of the Lease Term shall be the amount of Real Estate Taxes payable with respect to such year, it being the express intention of the parties that Real Estate Taxes be passed through to Tenant on an accrual basis.



(iii) "Pro Rata Share" shall mean a fraction, the numerator of which is the Floor Area of the Leased Premises, and the denominator of which is the total Floor Area contained in all buildings located on the Landlord's Parcel.

**18. Insurance Reimbursement.** Tenant shall pay to Landlord, as additional rent under this Lease, its Pro Rata Share of "Insurance Payments" (as hereinafter defined), from and after the Term Commencement Date and continuing thereafter during the Lease Term, promptly without demand, in an amount to be estimated by Landlord and to be adjusted periodically, based upon Landlord's actual Insurance Payments. Prior to the Term Commencement Date and thereafter, within ninety (90) days prior to January 1<sup>st</sup> of each year during the Lease Term, Landlord shall provide to Tenant Landlord's estimate of Tenant's Pro Rata Share of the Insurance Payments for the next applicable calendar year. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of the current Insurance Payments shall be payable in advance during the Lease Term, on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term; provided, however, that, in the event that at any time during the Lease Term, Landlord's insurer requires that Landlord prepay any insurance premiums in a "lump-sum" payment then Tenant shall be obligated to pay its Pro Rata Share of the sum specified in that bill within ten (10) days of Landlord's delivery of such billing statement to Tenant. The term "Insurance Payments" shall be deemed to mean all items of cost and expense incurred in order to keep the Landlord's Parcel fully insured, with insurance coverage deemed necessary and appropriate by Landlord, in its sole discretion, but in no event in amounts less than those required by the COREA, including, but not limited to, the cost of the premiums for all risk fire insurance (with extended coverage endorsements) placed on a full replacement cost basis with no deduction for depreciation; public liability insurance; property damage insurance; rent loss insurance; and any other costs incurred in the placing of said insurance, but excluding any costs of insuring the common areas, to the extent that such costs have been included in the Common Area Charges (defined below). Tenant's Insurance Payment may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Subsequent to Landlord's receipt of the actual insurance bills, Landlord shall furnish Tenant a statement of Tenant's actual Pro Rata Share of the insurance charges. Any amount actually paid by Tenant which exceeds the actual amount due from a Tenant shall be credited against the next succeeding monthly payments due pursuant to this Paragraph 18. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of Landlord's statement. Tenant's obligation for payment of its Pro Rata Share of Insurance Payments shall survive the expiration or earlier termination of the Lease Term. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Leased Premises and/or the Landlord's Parcel and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises, which would (a) subject Landlord, any Superior Lessor, any Superior Lessee or any Superior Mortgagee (as those terms are defined in Paragraph 54 below), to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Leased Premises, the Landlord's Parcel or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure the Leased Premises, the Landlord's Parcel or the property therein, in amounts reasonably satisfactory to Landlord; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance with respect to the Leased Premises, the Landlord's Parcel or the property therein. If, by reason of any failure of Tenant to comply with any



provision of this Lease, the premiums on Landlord's insurance on the Leased Premises, the Landlord's Parcel and/or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of the Tenant.

**19. Common Area Charge.** From and after the Term Commencement Date, and continuing thereafter throughout the Lease Term, Tenant shall promptly pay to Landlord, without demand and as additional rent under this Lease, its Pro Rata Share of Common Area Charges (as hereinafter defined) in an amount to be estimated by Landlord and to be adjusted periodically based upon Landlord's actual cost and expense. Prior to the Term Commencement Date and thereafter, within ninety (90) days prior to January 1<sup>st</sup> of each year during the Lease Term, Landlord shall provide to Tenant Landlord's estimate of Tenant's Pro Rata Share of the Common Area Charges for the next applicable calendar year. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of the current Common Area Charges shall be payable in advance during the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term.

As used in this Lease, the term "Common Area Charges" means the total of all items of cost and expense expended (including, but not limited to, appropriate reserves) in operating, managing, equipping (including, without limitation, seasonal promotions and displays), protecting, policing, lighting, repairing, replacing, maintaining and insuring the common areas of the Shopping Center and all facilities located in said common areas and all common areas and buildings located on the Landlord's Parcel in a safe, attractive and good state of repair and condition, including, without limitation, all charges allocated to the Landlord's Parcel pursuant to the provisions of the COREA. Common Area Charges shall include, but not be limited to, all costs and expenses for or pertaining to the following: (i) maintaining, cleaning and replacing all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patching, sweeping, restripping, resealing and resurfacing (for the purpose of this section, an overlay of the drive and parking areas shall be considered a maintenance item); (ii) periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep the common areas in a first-class, clean and orderly condition, it being acknowledged that all sweeping shall be performed at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the common areas by persons intending to conduct business with occupants of the Shopping Center; (iii) placing, cleaning, keeping in repair, replacing and repainting any appropriate directional signs or markers, including any handicapped parking signs; (iv) operating, maintaining, cleaning and replacing common area lighting facilities, including lamps, ballasts and lenses; (v) maintaining all landscaped areas, including landscaping and planters adjacent to exterior walls of buildings, in an attractive and thriving condition, and replacing shrubs and other landscaping as necessary and operating, maintaining and repairing the irrigation system servicing the Shopping Center; (vi) maintaining, cleaning, replacing and repairing any and all common utility lines, including without limitation, any on-site and off-site detention systems, ponds and easements benefiting the Shopping Center; (vii) keeping the common areas free from any obstruction including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Lease or the COREA; (viii) providing professional supervisory personnel for the common areas, if reasonably required; (ix) supervision of traffic at entrances and exits to the Shopping Center and within the Shopping Center as conditions reasonably require in order to maintain an orderly and proper



traffic flow; (x) electrical costs allocated to Landlord for the operation of off-site traffic signals benefiting the Shopping Center; (xi) painting; (xii) servicing, maintaining, replacing and monitoring any fire sprinkler system; (xiii) any alterations, additions or improvements required to be made to the common areas or the buildings in order to comply with applicable laws; (xiv) all other items necessary to keep the common areas and buildings in a state of good and sanitary repair and in compliance with all applicable laws; (xv) the cost of maintaining and operating (including, without limitation, electrical costs) any monument sign for the Shopping Center or Landlord's Parcel; (xvi) the cost of insurance required under, and carried pursuant to, the COREA; (xvii) any and all costs, expenses and charges allocated or charged to the Landlord's Parcel pursuant to the COREA; (xix) any and all costs, expenses and charges associated with any valet parking program for the Landlord's Parcel; and (xx) all costs and expenses related to maintenance and repair of any outdoor seating area or piazza which is for the common use of all tenants. Common Area Charges shall also include administrative charges in an amount equal to twenty percent (20%) of the total costs of operating and maintaining the common areas (exclusive of such administrative charges), and such other costs as Landlord may reasonably determine are required for the proper maintenance of the common areas and the facilities located in said common areas. Said estimated payment for Common Area Charges may be increased or decreased, from time to time during any calendar year, based upon Landlord's reasonable determination. Following the end of each calendar year, Landlord shall furnish Tenant with a reasonably detailed statement of the actual Common Area Charges expended by Landlord during that immediately preceding calendar year. Any amount paid by Tenant which exceeds the aforesaid amount due shall be credited against the next succeeding payments due pursuant to this Paragraph 19, or, if after the expiration of the Lease Term, promptly refund the same to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. Tenant's obligation for payment of Common Area Charges shall survive the expiration or earlier termination of the Lease Term.

**20. Landlord Repair Responsibility.** Landlord shall repair and maintain the structural portions of the Leased Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Leased Premises or in or to fixtures, appurtenances and equipment therein. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Landlord shall not be obligated to make repairs, replacements or improvements of any kind in or to the Leased Premises, or any equipment, facilities or fixtures contained therein, which are the responsibility of Tenant.

**21. Tenant Repair Responsibility.** Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as otherwise specifically provided in Paragraph 20 with respect to Landlord's responsibilities) including, without limitation, the maintenance, replacement and repair of any storefront, signage



(as contemplated or required pursuant to Paragraph 33 below), doors, doorways, locks, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and heating, ventilating and air-conditioning systems (collectively "HVAC Systems"). Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC Systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall deliver a copy of said contract to Landlord prior to the Term Commencement Date. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to the Leased Premises or adjacent premises caused by Tenant's use of the Leased Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant. If Tenant refuses or neglects to commence and to complete any or all of the repairs, replacements or maintenance required under this Lease promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof, together with a twenty percent (20%) administrative expense, to Landlord, upon demand, as additional rent under this Lease.

**22. Tenant Alterations.** Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises, the cost of which exceeds Five Thousand Dollars (\$5,000.00) (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g. insurance, performance bond, lien waivers, plans and specifications, use of licensed contractor, permits and licenses).

**23. Landlord Alterations & Additions.** Landlord hereby reserves the right, at any time and from time to time, to make changes, alterations or additions to, or subdivisions of, the Landlord's Parcel, its parking lot and other common areas, including, but not limited to, construction of additional buildings and improvements, or to change the dimensions of the Landlord's Parcel. Landlord may, in its sole discretion, change the number, locations and dimensions of the buildings, the premises therein, the driving lanes, driveways, walkways, parking spaces and other improvements. Landlord also reserves the right, from time to time, to construct other buildings, structures, kiosks or improvements, including, but not limited to, surface, elevated or double-deck parking facilities, in the Landlord's Parcel and temporary scaffolds and other aids to construction. Tenant acknowledges and agrees that the owners of other parcels within the Shopping Center have rights to construct new buildings in the Shopping Center and to expand existing buildings in the Shopping Center. Any such construction or expansion is specifically consented to by Tenant.

**24. Parking & Common Areas.** Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Landlord's Parcel as Landlord shall deem appropriate. Subject to the terms and provisions of the COREA, Landlord shall operate, manage, equip, light, insure, secure, repair and maintain the common area and facilities for their intended purposes in such manner as Landlord shall, at its sole discretion, deem appropriate, and may, from time to time, change the size of, and move and



remove such installations. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion, determine. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant acknowledges that owners of other portions of the Shopping Center have the right to use reasonable portions of the common area for outside sale of merchandise and/or storage of carts.

**25. Utilities.** Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises. Tenant shall pay all electric charges for its exterior signs. Landlord shall not be liable for any interruptions or curtailment in utilities and Tenant shall not be entitled to any damages resulting from such failure, nor shall such failure relieve Tenant of the obligation to pay all sums due under this Lease or be construed as a constructive or other eviction of Tenant.

It is understood and agreed that Landlord shall arrange for the trash service on a non-exclusive basis with all tenants of the Shopping Center. Tenant shall pay Landlord for its pro rata share of trash service based on expected usage and shall pay all such invoices within thirty (30) days after receipt thereof from Landlord. Tenant's pro rata share of trash expense shall be subject to change from time to time in Landlord's reasonable discretion based on actual usage. Such charge shall be considered additional rent, but shall be paid separate and apart from Common Area Charges. Landlord shall have the further right, upon not less than ninety (90) days' prior written notice to Tenant, to require Tenant to contract directly for such trash service.

Tenant shall also regularly and adequately clean or provide for the cleaning of all grease traps, catch basins and similar facilities serving the Leased Premises, including entering into a service contract with a local, approved contractor for service, maintenance, repair and cleaning of all grease traps, catch basins and similar facilities serving the Leased Premises, which shall provide for servicing by such contractor no less often than monthly. Tenant shall not use any chemicals or other cleaning methods which could damage the drain pipes or other portions of the drainage and/or sewer systems in the Leased Premises or the Shopping Center or serving the Shopping Center. Tenant shall provide to Landlord, upon demand, but not more than once per Lease Year, reasonable proof that Tenant has entered into said service contract and is regularly doing such cleaning or causing it to be done. In the event that Tenant shall refuse or fail to regularly clean or arrange for the regular cleaning of such facilities, then Landlord may arrange for the cleaning thereof, and Tenant shall pay the entire cost thereof plus an administrative charge equal to fifteen percent (15%) of the cost thereof. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof, except to the extent caused by Landlord's gross negligence or willful acts. Landlord's performance of such



cleaning work shall not release Tenant from Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to perform such cleaning.

**26. Liens.** Tenant shall not cause or permit any mechanic's lien to be filed against the Leased Premises or the Shopping Center by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

**27. Hold Harmless - Indemnity.** Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of, (a) Tenant's use of the Leased Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Leased Premises; (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (c) any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (a), (b) or (c) above, then Tenant, upon notice from an indemnified party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises and the Shopping Center, from any cause other than Landlord's gross negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Leased Premises or the Shopping Center.

**28. Insurance to be Maintained by Tenant.** Tenant shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(a) **"All-Risk" Property Coverage.** "All Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood, but only in the event that Landlord specifically requires such coverage) property insurance on a replacement cost basis, covering all of the Tenant's



personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property. The total amount of the deductible required under the policy(ies) providing such coverage shall be no more than \$10,000.00 per loss.

(b) Loss of Income. "All-Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood), loss-of-income insurance in an amount sufficient to assure that the Landlord shall recover the loss of any rental income due and owing to Landlord from Tenant under the terms of this Lease, which coverage shall provide such protection to Landlord for a period of not less than twelve (12) consecutive months. The total amount of a deductible required under the policy providing such coverage shall be no more than \$10,000.00 per loss. Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners, and its managing agent) shall be included as loss payee(s).

(c) Liability Coverage. Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Leased Premises, and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate, per location, or in greater amounts if required by the COREA. The total amounts of a deductible or otherwise self-insured retention with respect to such coverage shall be not more than \$10,000.00 per occurrence. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms; (ii) all insurable liability assumed by the Tenant under the terms of this Lease; (iii) premises medical expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners and its managing agent) shall be designated as additional insured(s); and (v) severability of insured parties. Landlord shall have the right, at Landlord's option, to increase the amount of liability coverage one time during each five (5) year period during the term of this Lease, to cause the same to comply with the then current shopping center industry standard.

(d) Workers' Compensation Coverage. Workers' compensation and employer's liability insurance in the state in which the Leased Premises and any other operations of the Tenant are located and any other state in which the Tenant or its contractors or subcontractors may be subject to any statutory or other liability arising in any manner whatsoever out of the actual or alleged employment of others. The total limits of the employer's liability coverage shall be not less than the amounts specified in Subsection (c) above.

(e) Other Coverage. Such other policy or policies as are deemed reasonably necessary by Landlord. If, pursuant to the provisions of Paragraph 14 of this Lease, Tenant is permitted to serve and/or sell alcoholic liquor, in packaged form or otherwise, including, without limitation, beer, wine and/or ale, then Tenant shall obtain and maintain, throughout the entire term of this Lease, liquor liability and dram shop insurance, in such amounts as Landlord may require, and if no such amount is specified by Landlord, in amounts no less than the minimums required by applicable law. All insurance policies required under this Paragraph 28 shall: (i) be issued by companies licensed to do business in the State of Illinois and acceptable to Landlord



rated by Best's Insurance Reports not less than A/X; (ii) not be subject to cancellation or material change or non-renewal without at least sixty (60) days' prior written notice to Landlord and any other parties designated by Landlord (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Tenant, or (B) to receive such notices; and (iii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord. Certified copies of all insurance policies required pursuant to this Paragraph 28 (or certificates thereof, in form and substance acceptable to Landlord), shall be delivered to Landlord prior to the Possession Date. If Tenant fails to submit such policies or certificates to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Paragraph 28, then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease. Such a failure shall constitute a default hereunder, and such default shall not be cured by Landlord's election to procure insurance on Tenant's behalf. Compliance in whole or in part by the Tenant with any requirement of this Paragraph 28 shall not be deemed to limit, in any way or to any extent, the liabilities or obligations of the Tenant to the Landlord under the specific terms of this Lease.

**29. Subrogation.** As long as their respective insurers so permit and to the extent of the terms and provisions of any waiver of Subrogation clause or endorsements consenting to the same, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**30. Casualty/Restoration.** In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than twenty-five percent (25%) of the full replacement cost of the Leased Premises (as conclusively determined by Landlord's architect and specifically exclusive of the replacement cost of all of the improvements performed by Tenant pursuant to Exhibit E) and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and any work performed by Tenant pursuant to Exhibit E. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of the Leased Premises (as determined in the manner contemplated above in this Paragraph 30), or (c) the building which the Leased Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of said building (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), or (d) the buildings (taken in the aggregate) in the Landlord's Parcel shall be damaged to the extent of more than twenty-five percent (25%) of the aggregate full replacement cost (as conclusively determined by Landlord's architect and



specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Landlord's Parcel pursuant to the terms of its respective lease), Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or (ii) terminate this Lease. Landlord shall make such election by giving notice of such election in writing to Tenant within one hundred twenty (120) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall promptly commence and diligently complete at Tenant's expense, the repair and restoration of all work set forth in Exhibit E; repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment; and if Tenant has closed, Tenant shall promptly reopen for business. Notwithstanding anything to the contrary contained in this section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Paragraph 30 occurs during the last twenty-four (24) months of the Lease Term or any extension thereof.

**31. Eminent Domain.** If more than ten percent (10%) of the Floor Area of the Leased Premises (as conclusively determined by Landlord's architect) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain ("Taking"), either party hereto shall have the right, at its option, to terminate this Lease by giving the other party no less than thirty (30) days written notice thereof at any time after the date of such Taking but prior to the date possession is delivered pursuant to said Taking. Said termination shall be effective on the date possession is delivered pursuant to said Taking. If either less than, or more than, ten percent (10%) of the Floor Area of the Leased Premises (as conclusively determined by Landlord's architect) are taken, and neither party elects to terminate as herein provided, the Minimum Rent thereafter to be paid shall be reduced in proportion to the Floor Area of the Leased Premises so taken and shall become effective on the date possession is delivered pursuant to said taking. If more than ten percent (10%) of the total Floor Area of the Landlord's Parcel (as conclusively determined by Landlord's architect) may be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such election at any time after the date of such Taking, but prior to the date possession is delivered pursuant to said Taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. Upon any Taking of the Premises, whether total or partial, (a) if this Lease is terminated as provided herein, Tenant shall be entitled to receive such portion of the condemnation award (i) as is awarded for the value of Tenant's improvements to the Premises at the time of the Taking, or (ii) if not separately awarded, such portion of the condemnation award as the value of the Tenant's improvements to the Premises taken bears to the aggregate value of the improvements to the Premises, and, in addition thereto, Tenant shall have the right to prove in any condemnation proceedings and to receive any separate award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment and for moving expenses; and (b) if this Lease is not terminated, to the extent that Tenant shall restore the Premises pursuant to the provisions of this Article, Landlord shall make available to Tenant so much of the proceeds of such condemnation award equal to the value of the leasehold improvements in accordance with the provisions of this Article (but in no event more than the total actual proceeds received by Landlord), it being agreed that the balance of such award, if any, shall be retained by Landlord. Notwithstanding anything contained in this Paragraph 31 to the contrary, in no event shall any award provided to Tenant reduce Landlord's award and any award for which Tenant is entitled shall be reduced by the unamortized portion of the Improvement Allowance and any outstanding balance of the TI Loan.



**32. Assignment, Subletting and Ownership.**

(a) Prohibition Against Transfer. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, written or oral, express or implied, with respect thereto, without first procuring the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. As a condition to the Landlord's consent to any Transfer, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord, including, without limitation, attorneys' fees, in reviewing any proposed Transfer and preparing any necessary documentation in connection therewith. Any such attempted or purported transfer, assignment, subletting, mortgage, hypothecation, or agreement (hereinafter collectively referred to as a "Transfer"), whether by operation of law, bankruptcy or otherwise, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. Tenant acknowledges that, notwithstanding any Transfer, neither Tenant nor any guarantor of this Lease shall be released or discharged from any liability whatsoever under this Lease and will remain liable with the same force and effect as if no Transfer had been made.

(b) Waiver. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord of Rent due under this Lease from any party other than Tenant shall not be deemed to be a consent to any such Transfer nor relieve Tenant of its obligation to pay rental or other charges for the full Term of this Lease. Tenant shall have no claim and hereby waives the right to any claim against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent, and in such event Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement of consent.

**33. Signs.**

(a) Generally. Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, compliance with the COREA, and the approval of the applicable governmental authorities, Tenant shall, at its sole cost and expense, erect one sign on the front of the Leased Premises. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion, and all such signage shall comply with the requirements set forth in Exhibit D attached hereto, the COREA and all applicable governmental requirements. Tenant may not, under any circumstances, (a) place any signage on the building roof, canopy roofs extending above the building roof, penthouse walls or so as to project above the parapet, canopy or top of the wall upon which it is mounted or place any signage at any angle to the building; provided, however, the immediately foregoing sentence shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; (b) paint any signs on the surface of the Leased Premises or any other surfaces of the Shopping Center; (c) install any flashing, moving or audible signs; (d) install any signs employing exposed raceways, neon tubes, ballast boxes or transformers; or (e) install any paper or cardboard signs, temporary signs, stickers or decals, whether in the windows of the interior or on the exterior of the Leased Premises (provided, however, the foregoing shall not prohibit the placement at the entrance of the Leased Premises of a small sticker or decal, indicating hours of business,



emergency telephone numbers, acceptance of credit cards and other similar bits of information). At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant may not install any exterior sign that identifies leased departments and/or concessionaires operating under the Tenant's business or trade name, nor identify specific brands or products for sale or services offered within the Leased Premises, unless such identification is used as part of Tenant's trade name. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal. Tenant acknowledges and agrees that Tenant shall not be permitted to list its name on any pylon signs servicing the Shopping Center.

(b) **Monument Sign.** Tenant shall have the right to place one (1) sign panel on each side of one (1) monument sign designated by Landlord which services the Landlord's Parcel (the "Monument"). Tenant acknowledges that Tenant's sign panel shall be in the location on the Monument as designated by Landlord. Throughout the Lease Term, Tenant shall pay to Landlord, within ten (10) days of Landlord's invoice, Tenant's Monument Pro Rata Share (as hereafter defined) of the costs incurred by Landlord in operating, repairing and maintaining the Monument and Tenant's obligation to pay Tenant's Monument Pro Rata Share shall constitute additional rent under the Lease. Tenant's Monument Pro Rata Share shall mean the proportion that the square footage of Tenant's sign panel bears to the total square footage of all sign panels on the Monument. Tenant shall, at Tenant's sole cost and expense, maintain and repair Tenant's sign panels on the Monument. If Tenant fails or neglects to make adequate repairs to its sign panels within thirty (30) days after receipt of written notice from Landlord, Landlord shall have the same rights as Landlord has with respect to Tenant's failing to maintain the Leased Premises, as set forth in Paragraph 21 of this Lease.

**34. Access to Leased Premises.** Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees will be permitted to enter the Leased Premises at reasonable times for the purpose of inspecting same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing the Leased Premises to prospective purchasers, lenders and tenants. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the Lease Term or any extension thereof. Tenant agrees that any such entry shall not constitute eviction of Tenant in whole or in part and Rent shall not abate to any extent.

**35. Fixtures/Surrender of Leased Premises.** Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal; and peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment permanently affixed to the Leased Premises (except such as Landlord has requested Tenant to remove), which shall thereupon become the property of Landlord, in clean and good order, repair and condition, reasonable wear and tear and damage by fire or other casualty excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Any cost incurred by Landlord for removal and/or repair of such



alterations, fixtures, furnishings, floor coverings and equipment will be charged to Tenant and said obligation shall survive the expiration of the Lease Term.

**36. Holdover.** On the last day of the Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant's personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant's right to possession (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay two hundred percent (200%) of the Minimum Rent last prevailing hereunder, and also shall pay all damages sustained by Landlord, consequential as well as direct, by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

**37. Marketing Fund or Merchant's Association.**

(a) **Marketing Fund.** Landlord may elect, in its sole discretion, to establish a marketing fund for the Landlord's Parcel (the "Marketing Fund"), the purpose of which Marketing Fund shall be to create and maintain a source of funds which shall be utilized for purposes of: (i) marketing, advertising and promoting the Shopping Center and the tenants therein; (ii) public relations; and (iii) paying those administrative expenses incurred in connection with the performance of (i) and (ii) above. If Landlord elects to establish a Marketing Fund, Tenant shall pay to Landlord, as additional rent under this Lease, a "Marketing Fund Charge" payable in advance on the first (1st) day of each month during the Term, as Tenant's contribution toward the Marketing Fund. Tenant's initial Marketing Fund Charge shall be the greater of (1) an amount equal to \$0.50 multiplied by the floor area of the Premises per calendar year, or (2) the sum of five Hundred Dollars (\$500.00) per calendar year, payable, however, in equal monthly installments. The Marketing Fund Charge payable by Tenant shall be subject to an annual adjustment, by a percentage equal to the percentage increase, if any, from the base period of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Chicago metropolitan area (1982/84 = 100) [the "Index"]. The term "base period" as used in this Paragraph 37(a) shall refer to that date on which the Index is published which is closest to the date immediately preceding the formation of said Marketing Fund. If, at any time, the Index no longer exists, Landlord shall substitute any official index published by the Bureau of Labor Statistics, or successor, or similar governmental agency, as may then be in existence and shall be most nearly equivalent thereto.

(b) **Merchants' Association.** In lieu and instead of the Marketing Fund, Landlord shall have the right and option to form a Merchants' Association, in which event Tenant shall otherwise be bound by the terms and conditions contained in this Paragraph 37, and Tenant shall become a member of, and shall contribute, as its dues to the Merchants' Association, a sum equal to Tenant's Marketing Fund Charge.



**38. Rules & Regulations.** The Rules and Regulations attached to this Lease as Exhibit G are hereby made a part hereof, and Tenant agrees to comply with and observe said Rules and Regulations. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if said Rules and Regulations 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 Leased Premises and the Shopping Center. Landlord shall not be responsible for any violations of said Rules and Regulations by other tenants in the Shopping Center.

**39. Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a) If Tenant abandons or vacates the Leased Premises; or
- (b) If Tenant fails to pay any Rent, the TI Loan or any other charges required to be paid by Tenant within ten (10) days after the date due under this Lease or such loan documents; or
- (c) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; or
- (d) If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or
- (e) If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- (f) If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or
- (g) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant's Property; or
- (h) If Tenant is a partnership or consists of more than one (1) person or entity, and if any general partner of the partnership or other person or entity is involved in any of the acts or



events described in subparagraphs (d) through (g) above; and/or if there is a dissolution of the partnership; or

(i) If Tenant shall falsify any report required to be furnished to Landlord under the terms of this Lease or if any warranty, representation or statement made or furnished by Tenant to Landlord at any time in connection with this Lease or any other agreement to which Tenant and Landlord are parties is determined to have been false or misleading in any material respect when made or furnished; or

(j) Intentionally Omitted.

(k) If any guarantor of this Lease shall die; or

**40. Landlord's Remedies.** In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do the following:

(a) **Remedies.** In the event of any breach of this Lease by Tenant, Landlord [at its option, and after the proper notice (if any is required under this Lease), but without further notice or demand to Tenant], may, in addition to all other rights and remedies provided in this Lease, at law or in equity: (i) terminate this Lease and Tenant's right of possession of the Leased Premises, and recover all damages to which Landlord is entitled under law and equity, specifically including, without limitation, Rent for the balance of the Term, and all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) or (ii) terminate Tenant's right of possession of the Leased Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under Subparagraphs (i) or (ii) above, to relet the Leased Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall elect to pursue its rights and remedies under Subparagraph (ii), then Landlord shall have the further right and remedy to rescind such election and pursue its rights and remedies under Subparagraph (i), if Landlord has obtained a tenant to relet the Leased Premises, which, in Landlord's reasonable judgment, is a suitable tenant. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. If Landlord fails to relet the Leased Premises or if the Premises are relet and a sufficient sum is not realized therefrom, after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), to satisfy the payment, when due, of all Rent reserved under this Lease for any monthly period, then Tenant shall pay to Landlord a sum equal to the amount of Rent due under this Lease for each such monthly period, or if the Leased Premises have been relet, Tenant shall pay any such deficiency monthly. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects, pursuant to this Subparagraph 40(a), to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's personal property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or



release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Leased Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Leased Premises and relet the same under order of court.

(b) **Additional Restrictions.** With respect to provisions of 735 ILCS 5/9-213.1 (or any successor provision thereto) which requires that a landlord take reasonable measures to mitigate the damages recoverable against a defaulting tenant, Tenant agrees that Landlord shall have no obligation to relet the Leased Premises (i) before Landlord leases other vacant space in the Shopping Center, or (ii) to any potential tenant who Landlord could reasonably reject as a Transferee, pursuant to Paragraph 32 above. So long as Tenant is in default under this Lease or any event or omission has occurred which, but for the giving of notice or the passage of time, or both, would result in a default by Tenant under the terms of this Lease, Landlord shall not be in default under the terms of this Lease if it fails to perform its obligations hereunder.

**41. Waiver.** The waiver by Landlord of any term, covenant or condition herein contained must be in writing and shall not be deemed to be a waiver of 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 default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

**42. Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several. The word "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, 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 Tenants thereof.

**43. Marginal Headings.** The captions, margin headings, paragraph numbers, and index, if any, 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 this Lease nor in any way affect this Lease.



44. **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

45. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

46. **Recording.** Tenant shall not record this Lease without the written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion; however, upon the request of Landlord, the Tenant shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference.

47. **Quiet Enjoyment.** Landlord covenants and agrees that upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have peaceably and quietly have, hold and enjoy the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

48. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

49. **Prior Agreements/Amendments.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

50. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired if Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.



**51. Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

**52. Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

**53. Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

**54. Subordination Notice to Superior Lessors and Mortgagees and Attornment.**

(a) **Subordination of Lease.** This Lease, and all rights of Tenant hereunder are, and shall be, subject and subordinate to all ground leases of the Shopping Center now or hereafter existing and to all mortgages, or trust deeds in the nature of a mortgage (both referred to hereafter as "mortgages"), which may now or hereafter affect or encumber the Shopping Center and/or any of such ground leases (whether or not such mortgages shall also cover other lands and/or buildings and/or leases). This subordination shall likewise apply to each and every advance made, or hereafter to be made, under such mortgages; to all renewals, modifications, replacements and extensions of such leases and such mortgages; and to spreaders and consolidations of such mortgages. This Paragraph 54 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such ground lease, or the holder of any such mortgage (or their respective successors-in-interest), may reasonably request in order to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is agreed to be coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any lease to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Lease" and the lessor of a Superior Lease is hereinafter referred to as a "Superior Lessor"; and any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage" and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee." Notwithstanding the foregoing, at Landlord's election, this Lease may be made senior to the lien of any mortgage, if the mortgagee thereunder so requests.



(b) **Notice in the Event of Default.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given, by registered or certified mail, written notice of such act or omission to Landlord and to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant, and (b) until a thirty-day period for remedying such act or omission shall have elapsed following the giving of such notice; provided, however, that said 30-day cure period may be extended in the event that the act, or omission cannot, by its nature, be cured within thirty (30) days and Landlord is diligently proceeding to cure said default.

(c) **Successor Landlord.** If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to, and recognize, each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to further evidence such attornment.

**55. Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery, reputable overnight courier (such as Federal Express) or registered or certified mail, postage paid, return receipt requested, and shall be addressed if to Tenant at HHB, LLC, 310 Valley View Drive, Saint Charles, Illinois 60175, Attn: Jim Heflin, and if to Landlord at 1307 Schiferl Road, Bartlett, Illinois 60103, Attn: Pat Greco, or at such other address that either party may designate by written notice to the other party. Notices and demands shall be deemed to have been given when delivered if personally delivered, one (1) business day after deposit with a reputable overnight courier for next business day delivery, or three (3) business days after deposit in the U.S. Mail by certified or registered mail.

**56. Estoppel Certificate.** At any time and from time to time, Tenant agrees, within five (5) business days after receipt by Tenant of written notice from Landlord, to execute, acknowledge and deliver to Landlord and/or Landlord's mortgagee and/or any prospective purchaser, if requested, a statement in writing 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), the amount of Minimum Rent and other charges and the date to which said Minimum Rent and other charges have been paid, and such other terms as Landlord and/or Landlord's mortgagee and/or any prospective purchaser may require.

**57. Commissions.** Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease. Tenant hereby indemnifies, protects, defends and holds Landlord, its beneficiaries and lenders harmless from and against any and all claims, causes of action, damages, costs, expenses (including, but not limited to, attorneys' fees of counsel selected by Landlord) or liabilities for any compensation, commissions, fees, and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

**58. No Offer.** The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

**59. Relocation of Premises.** Intentionally Omitted.



**60. Tenant's Environmental Indemnity.**

(a) **Definitions.** For purposes of this Paragraph 60, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act ("IEPA"), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(b) **Prohibition.** Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Shopping Center, or any portion of the Shopping Center, of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this Subparagraph 60(b) shall constitute a default under this Lease.

(c) **Remedial Action.** If the presence, release, threat of release, placement on or in the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, or the generation, transportation, storage, treatment, or disposal at Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises of any hazardous substance: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(d) **Indemnification.** Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of any breach or default of Tenant in the performance of any of its obligations under this Paragraph 60.

**61. Reports by Tenant.** Upon written request of Landlord, Tenant shall furnish to Landlord a written statement, certified by Tenant to be correct, setting forth the total gross sales made during the period designated by Landlord in its written request. For purposes of this Paragraph 61, the term "gross sales" shall be construed to include the dollar aggregate of the entire amount of charges from all business of Tenant and of all licensees, concessionaires and sub-tenants of Tenant, whether such business be evidenced by check, credit, credit card charge, charge account, exchange or otherwise.



62. **Waiver of Trial by Jury.** To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

63. **Intentionally Omitted.**

64. **Applicable Law and Construction.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Shopping Center is located applicable to agreements made and to be performed wholly within said State. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and cross-references contained herein are for convenience only and do not define, limit, or construe the contents of such articles and cross-references.

65. **Consent to Jurisdiction.** TENANT HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE FEDERAL DISTRICT COURT LOCATED IN THE JURISDICTION IN WHICH THE LEASED PREMISES ARE LOCATED AND OF ANY ILLINOIS STATE COURT SITTING IN THE COUNTY WHEREIN THE LEASED PREMISES ARE LOCATED, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY. TENANT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH TENANT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SAID COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

66. **Limitation on Landlord's Liability.** Anything in this Lease to the contrary notwithstanding, Tenant shall look solely to the interest and estate of Landlord in the Landlord's Parcel for the collection of any judgment against Landlord for an event of default by Landlord under this Lease, subject, however, to the prior rights of any mortgagee which has complied with Paragraph 54 of this Lease, and no other assets of the Landlord or any of Landlord's members, shareholders, partners, officers or employees shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

67. **Patriot Act.** Neither Tenant nor any of its constituents, partners, members or shareholders, nor any beneficial owner of Tenant or of any such partner, member or shareholder (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order"); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (c) is engaged in activities prohibited in the Order; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or



custodially detained on charges involving money laundering or predicate crimes to money laundering.

**68. No Anchor Tenants.** Tenant hereby acknowledges that Landlord's right to enforce this Lease is not in any way dependent upon the existence of any other tenancies in the Shopping Center and that Landlord shall have the right to enforce this Lease whether or not any other tenants in the Shopping Center are open for business or remain open for business following any such opening.

**69. Sales Tax Reporting.** Tenant agrees to supply to the City of St. Charles (the "City") a report, not less than each quarter, listing the total amount of sales made by Tenant or any other occupant of the Premises and the total amount of Retailers' Occupation Tax, Municipal Retailers' Occupation Tax and Service Occupation Tax paid with respect to such sales. In addition, Tenant agrees to execute a letter consenting to and authorizing the Illinois Department of Revenue (or other appropriate governmental entity) to disclose to the City, detailed information from tax returns filed with the State of Illinois as to the amount of Retailers' Occupation Tax, Municipal Retailers' Occupation Tax and Service Occupation Tax paid to the State of Illinois for sales at this location, a form of which is attached hereto and incorporated herein as Exhibit L.

[SIGNATURE PAGE TO FOLLOW]



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

LANDLORD:

FHS PIAZZA LLC, a Delaware limited liability company

By: 

Pat Greco, Manager

TENANT:

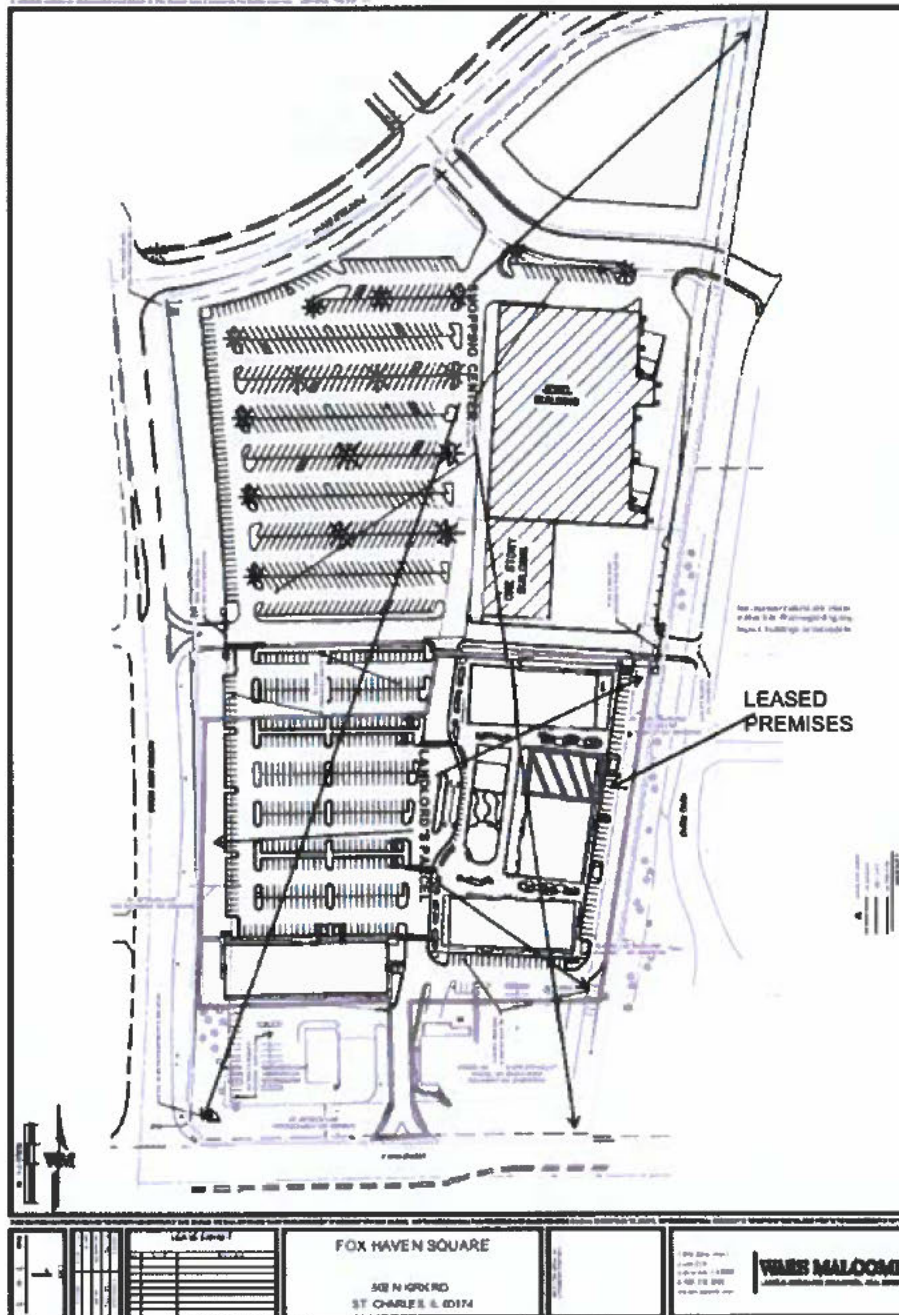
HHB LLC, an Illinois limited liability company

By: 

Its: \_\_\_\_\_



**EXHIBIT A**  
**SHOPPING CENTER SITE PLAN**





**EXHIBIT B**

**LEGAL DESCRIPTION OF SHOPPING CENTER**

LOTS 1-6 IN STUART'S CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98K083752, IN KANE COUNTY, ILLINOIS.

PINS: 09-25-178-004 (Lot 1), 09-25-178-005 (Lot 2); 09-25-178-002 (Lot 3); 09-25-178-003 (Lot 4); 09-25-178-001 (Lot 5); 09-25-178-002; 09-25-128-001 (Lot 6)



**EXHIBIT C**

**LEGAL DESCRIPTION OF LANDLORD'S PARCEL**

LOT 4 IN STUART'S CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98K083752, IN KANE COUNTY, ILLINOIS.

PINS: 09-25-178-003 (Lot 4)



## EXHIBIT D

### **DESIGN CRITERIA FOR TENANT'S SIGNAGE**

The purpose of this criteria is to establish sign standards necessary to insure maximum Tenant identification and exposure while maintaining an overall harmony of the Shopping Center. It outlines the type, size, location, colors, installation and character of all building signs and freestanding monument or pylon signs to be erected in the Shopping Center. Conformance to the criteria will be strictly enforced by the Landlord. The comprehensive sign program is intended to conform to the existing sign criteria outlined in the municipal and building codes of the particular governmental entity having jurisdiction over this Shopping Center. Tenant shall conform to whichever is more strict.

#### **I. DEFINITIONS**

##### **A. Types of Tenants in Shopping Center.**

1. **Major Anchor Tenant:** Includes such tenants as a supermarket, drug store, home improvement store or a department store, usually in excess of twenty thousand (20,000) square feet in size and operated by a single tenant under a single trade name.
2. **Freestanding "Pad" Tenant:** Includes such tenants as occupants of any building not attached to the Shopping Center's main buildings. The "pad" sites, if any, are so designated on the Site Plan.
3. **Small Shop Building Tenants:** Includes occupants of buildings adjoining major tenant spaces [usually less than twenty thousand (20,000) square feet per space].

##### **b. Types of Signs Permitted.**

1. **Major Center Identification Sign:** The pylon or monument type signs as defined and permitted by the applicable governmental codes.
2. **Main Building Sign:** The specific sign located on the store facade or canopy (as designated by Landlord) of each tenant's leased premises.
3. **Interior Window Identification Signage:** Hand painted, decal or stick on letters and graphics in the upper window panel adjacent to the entrance door to a leased premises, which shall consist of no more than one hundred forty four (144) square inches.
4. **Service Door Identification Signage:** Identification sign on service door for delivery and emergency purposes only.



C. Sign Criteria for Different Types of Tenants.

1. Major Anchor Tenant: The size, location, installation and color of the Major Anchor Tenant sign shall conform to all applicable governmental codes and shall be approved by Landlord in writing prior to the installation. Major Anchor Tenants shall be permitted to maintain the following signage.
  - a. One (1) Main Building Sign.
  - b. One (1) Major Center Identification Sign, which shall, in all events, conform with the criteria specified by the Landlord for consistency of design, sizes, location and conformance to applicable governmental codes.
2. Freestanding Pad Tenants: Freestanding Pad Tenants shall be permitted to maintain the following building signs provided that the same shall be in full conformance with all applicable governmental codes and subject to Landlord's approval.
  - a. Main Building Sign. Sign sizes and design shall be in conformance with all applicable governmental codes and shall be approved by the Landlord.
  - b. Freestanding Monument Sign. This sign may be allowed for the "Pad" Tenant. Sign will conform with the criteria specified by the Landlord for consistency of design, sizes, location and conformance to applicable governmental codes.
  - c. All additional signage needs, such as drive-through indications, logos, directional signage and product reader boards, shall be submitted by Tenant to Landlord for review and approval (which approval may be withheld by Landlord in Landlord's sole and absolute discretion) prior to submission to the appropriate governmental agency and prior to installation.
3. Small Shop Building Tenants: Small Shop Building Tenants shall be permitted to have one (1) Main Building Sign (mounted on building facade). Corner Tenants (that face two major roadways) may be permitted, if approved by Landlord, to install two (2) facade mounted Main Building Signs. All such signage shall conform to the following requirements:
  - a. Main Building Sign. Individual metal channel letters with neon illumination shall be required. Faces of letters and logos will be Plexiglas per color list below. Letters to be mounted on raceways with maximum projection from the building facade not to exceed two (2) feet. Transformers to be mounted within raceway.



Landlord to provide timeclock, conduit and one (1) 20 Amp circuit located in an electrical junction box on the inside of the front wall above the ceiling line of the Tenant Space. Final connection of the Tenant sign will be by the Tenant's sign contractor.

(1) Sign Size. The Tenant shall be required to install one (1) sign comprising of internally illuminated letters as follows.

- (a) First letter in each word will have a maximum height 36" and a minimum height of 24".
- (b) All other letters will have a maximum height of 24" and a minimum height of 18".
- (c) The total overall length of the sign will not exceed 65-80% of store linear frontage based on size of building frontage.

(2) Sign Color. The background color of the sign face and the color of the letters shall be standardized colors as specified below.

(a) Plexiglass numbers listed below are Rohm & Haas Company reference numbers.

White #7328

Green #2030

Red #2793

Yellow #2037

Blue #2051

Orange #2119

(b) Trim and returns to be bronze #313.

(c) Raceways to match surface color to which the raceway is mounted.

(3) Sign Illumination. Letters, numbers and/or logos that are 5" or wider will have double neon tubes.

b. Interior Window Identification Signage: Lettering of this sign shall not exceed two (2) inches in height. This sign may only indicate store name, hours of operation, emergency telephone numbers, approved credit cards, etc. Font, style and color of such



sign shall be subject to Landlord's approval. Except as otherwise specifically provided in the Lease, no other window signage will be allowed without prior written approval of the Landlord.

- c. Service Door Identification Signage: Signage shall be applied to a 8" x 14" sheet metal panel, affixed with sheet metal screws to the rear service door. The letter size shall be 3" in height.

## II. SIGN PROHIBITIONS

### A. The following sign types are prohibited:

1. Flashing or animated signs.
2. Exposed electrical tubing, wiring or "cross over" on signs.
3. Projections above or below the designated net sign area.
4. Roof mounted signs.
5. Signs emitting any type of noise.
6. Signs placed on windows except as approved herein.
7. Banners and flags.
8. Window bills.

- B. Any sign that does not conform to specific criteria in the permitted sign classification noted above shall be removed at Tenant's sole cost and expense.

## III. APPLICATION FOR TENANT SIGN APPROVAL

- A. Tenant shall be required to utilize the services of a sign consultant, approved by Landlord, to design, fabricate, and install Tenant's Main Building Sign and Under Canopy Pedestrian Sign. Within fifteen (15) days after the date of full execution and delivery of this Lease, Tenant shall submit to Landlord four (4) copies of the signage layout and shop drawings prepared by the sign consultant using a legible scale (such as one-quarter inch scale) for Landlord's written approval prior to sign fabrication and application for permit. Drawings shall indicate location, size, layout, design and color of proposed signs, including all lettering and/or graphics. Drawings shall also show a side view of lettering indicating construction methods, neon tubing sizes, color, voltage, lumen intensity and mounting procedures.
- B. All drawings submitted by Tenant and returned by Landlord marked "Disapproved" or "Approved as Noted" must be resubmitted to Landlord as set forth in Subparagraph III.A, above, with the required corrections.



- C. Following receipt of Landlord's written approval, Tenant shall submit drawings to the applicable governmental authority for approval and issuance of the appropriate permit authorizing the installation of the signs. Tenant shall pay for the cost of obtaining the required permits.
- D. Signs built and/or installed without Landlord's and the appropriate governmental agency's approval and permit or contrary to corrections made by Landlord or the governmental agency, shall be altered to conform to these standards at Tenant's expense. If Tenant's sign has not been brought into conformance within fifteen (15) days after written notice from the Landlord, then Landlord shall have the right to correct said sign and bill Tenant for the expense.
- E. Approval or disapproval of Tenant's signage drawing based upon code conformance, aesthetics and design shall remain the sole right of Landlord.

#### IV. INSTALLATION OF SIGNS

- A. Tenant shall pay for the installation and maintenance of all signs. Landlord will provide primary electrical service stubbed to the interior front wall of the Leased Premises, above the ceiling line, in the approximate location of the front door.
- B. It is the responsibility of the Tenant's sign company to verify all conduit, transformers, and sign service locations prior to fabrication and installation of signs. Tenant is responsible for cost of electrical connection of its sign.
- C. All signs shall carry the UL label and be installed per local building codes, including "P-K" housing, if required, for all illuminated signs.
- D. All signs must be installed prior to Tenant's opening for business, unless prior authorization is given by Landlord.
- E. Tenant's sign contractor shall repair any damage to the Leased Premises or the Shopping Center caused by any action of said sign contractor.
- F. The use of temporary signs by Tenant, prior to the installation of Tenant's permanent signs, shall require the prior written consent of the Landlord, which consent may be withheld by Landlord, in Landlord's sole and absolute discretion.

#### V. ABANDONMENT OF SIGNS

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



**VI. HOURS OF SIGN ILLUMINATION**

Tenant shall be required to illuminate Tenant's Main Building Sign concurrently with the Major Anchor Tenant time periods established for the Shopping Center or as otherwise designated by the Landlord, from time to time.



## **EXHIBIT E**

### **DESCRIPTION OF TENANT'S WORK**

Tenant at Tenant's expense shall perform all work, other than Landlord's Work to put the Leased Premises in condition to permit Tenant to conduct its business in the Leased Premises. The cost of any work performed by Landlord's Contractor at Tenant's expense shall become due and payable prior to commencement of such work. Tenant's work shall be performed in strict accordance with the provisions of the attached Lease and Exhibits thereto.

- A. **Store Design Drawings and Working Drawings, Specifications and Calculations:**
1. Criteria - The criteria and outline specifications set forth in this Exhibit E represent minimum standards for design, construction, finish and operation of the Leased Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.
  2. All design and construction work shall comply with all applicable statutes, ordinances, rules, regulations, and local codes, and all other applicable regulations and requirements; codes and standards.
- B. **Permits and Approvals** - Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's sole cost and expense, all necessary permits and approvals (including Tenant's signage) and post same upon the Leased Premises as required thereby.
- C. **Approval of Tenant's Plans and Specifications** - Tenant shall within sixty (60) days from the date of this Lease, at Tenant's expense, prepare and deliver to Landlord, for Landlord's approval, four (4) sets of complete plans and specifications (including all engineering, mechanical, plumbing and electrical work if applicable) covering all of Tenant's work concerning the Leased Premises, in such detail as Landlord may require, in full compliance with this Lease and the Exhibits attached to the Lease, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have 15 days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications or any other work not explicitly shown on said plans and specifications. Landlord's approval of Tenant's plans and specifications or any changes or additions thereto shall not constitute the assumption of any liability, responsibility or obligation on the part of Landlord. Tenant shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations, and codes or for their



fitness as to their intended use or purpose. Tenant shall not commence Tenant's Work until Tenant has received full and final approval from Landlord.

- D. Standard Project Details - Standard Project Details, as issued from time to time by Landlord's Architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Leased Premises.
- E. Materials - Only new, first class materials shall be used in the performance of Tenant's Work.
- F. Settlement of Disputes - It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with respect to Tenant's Work shall be resolved by the decision of Landlord's Architect.
- G. Architectural Work and Finishes to be Provided by Tenant:
  - 1. Floors - Tenant shall finish floor elevations at all store entrances to the same elevation as adjacent areas.
  - 2. Walls, Partitions, Doors and Ceilings - Tenant shall perform all work on walls, partitions and doors other than that to be performed by Landlord under Landlord's Work, subject to the following standards:
    - a. All interior partitions shall be metal stud construction, shall not exceed ceiling height, and shall have 5/8 inch gypsum board on all sides with taped and sanded joints. Any combustible materials applied to partitions shall be covered with a fire retardant coating.
    - b. Tenant shall perform all interior painting, decorating, paneling, wallpapering, peg boarding, etc., on all walls and partitions.
    - c. Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have one and one half pair of butts, wall or floor stops, kick plates and/or lock sets and push pull plates, and other hardware as required by applicable code.
  - 3. Structural - In performance of Tenant's Work it is understood that:
    - a. Any alterations, additions or reinforcements to Landlord's structure to accommodate Tenant's Work shall not be performed without, in each instance, the written approval of the Landlord's Architect. Tenant shall leave Landlord's structure as strong or stronger than the original design and with the finish unimpaired.
    - b. Roof penetrations required by Tenant and approved in writing by Landlord (cutting of roof deck material and the repair of same) shall be performed, repaired and maintained by Landlord's roofing



contractor at Tenant's expense. No roof penetrations shall be made without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion.

- H. Heating, Ventilating and Air Conditioning - Tenant shall, if odors, excessive heat, moisture, smoke or other air contaminants, including, but not limited to those produced by food service facilities, beauty salons, etc., emanate from the Leased Premises, and where directed by the Landlord, provide separate exhaust systems and "make-up air systems." All exhaust systems shall comply with NFPA standards, applicable codes and Landlord's Design Criteria.

I. Fire Protection:

1. Any damage caused by Tenant, its contractors, agents or employees to Landlord's sprinkler systems will be repaired by Landlord at Tenant's expense.
2. Landlord's sprinkler main, if any, will become active on a schedule established by Landlord. Should Tenant require that the Landlord's sprinkler mains be modified or changed, such work will be performed by Landlord's contractor at Tenant's expense.
3. Landlord's fire insurance carrier shall from time to time during the term of this Lease have the right to inspect the fire protection system and its component parts installed by Tenant. Said system shall at all times comply with requirements of said carrier, and shall meet the conditions of its approval, and any alterations, improvements, repairs, or maintenance required by any such carrier shall be Tenant's sole responsibility and shall be performed promptly at Tenant's expense upon notice. If a central station alarm system be installed, or if routine maintenance and inspection service be instituted any time during the term of this Lease, Tenant agrees that Landlord may include the cost therefore in the Common Area Charges set forth in this Lease.

- J. Electrical - Where process power is required, Landlord may elect to require that Tenant make direct arrangements with the local power company for this and the miscellaneous power portion of Tenant's total requirements.

Tenant shall:

1. Provide all telephone system panels, outlets, and conduits (if required) for the Leased Premises. All wire in ceiling must be in conduit except for low voltage wiring required for such items as telephones and sound systems and shall otherwise conform to applicable code requirements.
2. Provide all other electrical systems in the Leased Premises that may be required by Tenant such as: security system, sound system, intercom system, etc.



3. Provide all electrical work and lighting other than that included in Landlord's Work.
- K. Plumbing - Provide all plumbing work other than that included in Landlord's Work.
- L. Protection - At all times during the construction of Tenant's Work, it shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors to maintain continuous protection of the Leased Premises in such a manner as to prevent any damage to Landlord's or Tenant's Work, or to adjacent property and improvements by reason of the performance of Tenant's Work. Tenant's contractor and subcontractors shall properly secure the Leased Premises, including the furnishing of temporary guard rails and barricades.
- M. Coordination of Tenant's Work - Tenant shall coordinate its work with all work being performed or to be performed by Landlord, its architects, engineers or contractors, and other tenants of the Shopping Center to such extent that Tenant's Work shall not interfere with or delay the completion of any such work in the project, or interfere with the conducting of business by other tenants. Tenant's contractors, or subcontractors shall not at any time damage, injure, interfere with or delay the completion of the building or any other construction within the Shopping Center, and they and each of them shall comply with all procedures and regulations prescribed by Landlord, for integration of Tenant's Work with the work to be performed in connection with the Shopping Center. Tenant shall be responsible for all costs incurred in coordinating his plans with Landlord's Architect and Engineers.
- N. Notwithstanding anything to the contrary contained in the Lease to which this Exhibit E is attached, or in this Exhibit E, Tenant shall, and hereby does, protect, indemnify, defend, and hold harmless Landlord, Landlord's beneficiary, and Landlord's lenders from and against any and all claims, damages, liabilities, losses, causes of action, liabilities, obligations, judgments, costs and expenses (including, but not limited to, attorneys' fees and court costs), suffered or incurred by any or all of the indemnified parties as a result of, or due to, or arising from, any actions or omissions by Tenant, its contractor, subcontractors, agents, and employees occurring in the course of, or as a part of, or in preparation for, the performance of the Tenant's Work, as contemplated and required under the Lease and this Exhibit E.
- O. General Provisions
1. If, as a result of the design and layout of the Leased Premises by Tenant, any changes, additions and/or increases in capacity have to be made in the Landlord's Work, such as, but not limited to, sprinkler work, additional roof openings, changes or increases in capacity in the plumbing, electrical or mechanical services, lines, conduits or equipment, special foundation preparation, special reinforcements, depression of floor slab or other



structural changes required to accommodate Tenant's equipment, such changes, additions and/or increases in capacity if approved by Landlord, shall be performed by Landlord's Contractor at Tenant's expense. Landlord shall advise Tenant as to the cost of such additional work. In the event Tenant fails to approve the cost for such additional work within five (5) days after notice from Landlord stating such cost, or fails to pay such cost prior to Landlord's commencement of such additional work, then Landlord shall have no obligation to perform the same and may proceed to complete Landlord's Work.

2. Landlord shall have the right to require Tenant to furnish payment and performance bonds or other security in form satisfactory to Landlord to guarantee the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.
3. It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay in providing the information as required in this Exhibit E and in the Lease to which this Exhibit E is attached, shall be the sole responsibility of Tenant and Tenant will pay such costs, if any, promptly upon Landlord's demand.
4. Tenant shall submit to Landlord at least ten (10) days prior to the commencement of Tenant's Work the following:
  - a. The name and address of Tenant's general contractor and subcontractors.
  - b. The actual commencement date of Tenant's Work, the estimated completion date of Tenant's Work, and the estimated store opening date.
  - c. Certificates of insurance as set forth below. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certified copies of the policies have been delivered to Landlord and Landlord has approved same.
5. Tenant shall secure, pay for and maintain or cause its contractors to secure, pay for and maintain prior to commencement of construction and continuing through construction, fixturing and store opening the following insurance coverages:
  - a. Worker's Compensation in statutory amounts and employer's liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease, policy limit, and \$100,000 disease, per employee, and other insurance as required by any Employee Benefit Act or other statute applicable where the work is to be



performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.

- b. Commercial General Liability insurance (including Contractor's Protective Liability) with a combined single limit of not less than \$5,000,000.00. If applicable, such insurance shall have the explosion, collapse and underground exclusion (known as the XCU exclusion) deleted. There will be contractual liability coverage and any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the contract whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by any one directly indirectly employed by any of them.
- c. Comprehensive Automobile Liability insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned with a combined single limit of \$5,000,000.00.
- d. Builder's Risk completed value form affording "all risks of physical loss of damage" on its work in the Demised Premises.

All such insurance coverage shall name Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees as additional insureds and all such policies shall provide that they shall not be canceled except upon (10) days prior written notice to Landlord.

- 6. All contractors engaged by Tenant shall be bondable, licensed contractors, and approved by Landlord, in Landlord's sole discretion. All such contractors shall work in harmony with all contractors engaged by Landlord.
- 7. Tenant's Work shall be subject to the inspection of Landlord, Landlord's architect and Landlord's general contractor from time to time during the period in which Tenant's Work is being performed.
- 8. Tenant shall apply and pay for all utility connection fees as required.
- 9. On the completion of the Tenant's Work, all Tenant's facilities shall be fully operable without defects.
- 10. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and police same properly. Construction equipment and materials are to be located in confined areas and truck traffic is to be



routed to and from the site as directed by Landlord so as not to burden the construction or operation of the Shopping Center. Landlord shall have the right to order Tenant, or Tenant's general contractor, or any subcontractor who willfully violates the above requirements to cease work, and to remove himself, his equipment and his employees from the Shopping Center.

11. No approval by Landlord shall be valid unless in writing and signed by Landlord or Landlord's architect.
12. Tenant shall provide at its expense temporary heat during construction if necessary.
13. Tenant at its expense shall remove trash as Landlord may direct.

P. Architect's Certification of Acceptance - Upon completion of Tenant's construction and fixturing work within the Leased Premises, Landlord's architect shall inspect the Leased Premises, and if same is acceptable, shall issue an "Architect's Certificate of Acceptance" for the Leased Premises. The issuing of such a Certificate shall be contingent upon all of the following:

1. Tenant shall have satisfactorily completed the work to be performed by Tenant as set forth in the attached Lease and Exhibits to the Lease, in accordance with the approved plans and specifications.
2. Tenant shall have furnished Landlord with waivers of liens and contractor's affidavits, in such form as may be required by Landlord or Landlord's lender, from all parties performing labor or supplying materials in connection with such work showing that all of said parties have been compensated in full. Tenant shall have furnished Landlord with Tenant's sworn statement and long form affidavit which shall include equipment and fixtures, and architect, engineers, and contractor(s) with waivers in full. In addition, Tenant's contractor shall have furnished a long form affidavit with waivers for all subcontractors.
3. Tenant shall have submitted to Landlord a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof, or such evidence of payment as is satisfactory to Landlord.
4. Tenant shall have reimbursed Landlord for the cost of any of Tenant's Work done for Tenant by Landlord and the cost of temporary power and trash removal.
5. Tenant, at its expense, shall have secured and delivered to Landlord's architect an occupancy permit and all other necessary permits, licenses, and approvals to open for business; and a written statement from Tenant's architect that all of Tenant's Work fully complies with the approved plans



and specifications and all applicable statutes, ordinances, rules regulations and codes.

6. Payment by Tenant to Landlord of Tenant's plan review and inspection fee in the amount of \$300.00.

Q. Tenant shall not open for business until it has received Landlord's Architect's Certificate of Acceptance.

R. Disclaimer - Landlord or Landlord's architect's approval of Tenant's plans and specifications or to any changes, modifications or additions thereto, and any inspections made by Landlord or Landlord's architect, and the issuance of an Architect's Certificate of Acceptance by Landlord's architect shall not constitute the assumption of any liability, obligation or responsibility on the part of Landlord or Landlord's architect. Tenant and Tenant's architect shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations and codes and for their fitness and suitability for their intended use and purpose; and Tenant does hereby release Landlord and Landlord's architect from any loss, cost, claim or damage arising in any manner whatsoever from Tenant's plans and specifications and Tenant's Work.



## **EXHIBIT F**

### **DESCRIPTION OF LANDLORD'S WORK**

HVAC unit with capacity of at least 5 tons for every 750 sqft (duct work and distribution to be completed by Tenant), ventilation system, 500 gallon grease trap to service the Leased Premises, 800 AMPS of power, bathroom plumbing stubbed in via 6" sanitary waste line under the slab, a 2" domestic water line with consumption up to 9,000 gpd and peak draw at 75 gpm and minimum pressure 55 PSI after meter, a gas meter installed equivalent to 2,600 CFH at 7" water column after meter (Tenant to distribute within), internet and phone ethernet fully equipped, main telephone terminal to Building 2 and Tenant shall distribute within the Lease Premises, exterior walls to be comprised of facial brick and optional windows/framing per Landlord and Tenant mutual agreement in conjunction with Ware Malcomb, pre-finished double pane insulated glass aluminum bi-fold storefront with double entry doors and vestibule entrance, prepared gravel floor without slab per the development plans, demising partitions between the Tenant and other tenants shall be 1 hour rated 5/8" drywall/metal stud construction extending from finished floor slab to the underside of the steel structure/existing wall slab and include taped/sanded walls with level 4 finish and primed for Tenant's paint finish, ceiling to be exposed to the underside of the premises above, exhaust equipment through the roof per design, and functional sprinkler system per design and applicable fire safety requirements ("Landlord's Work").



## **EXHIBIT G**

### **RULES AND REGULATIONS**

- |                            |    |  |
|----------------------------|----|--|
| Trash                      | 1. | All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations.  |
| Deliveries                 | 2. | All loading and unloading of goods and any other deliveries shall be done only at such times, in the areas, and through the entrances, designated, for such purposes by Landlord.  |
| Noise                      | 3. | No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.  |
| Employee<br>Parking        | 4. | Tenant and Tenant's employees shall park their vehicles only in those portions of the parking area designated as employee parking areas on the Shopping Center Site Plan. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees, fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages. |
| Temperature<br>Maintenance | 5. | If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.  |
| Extermination              | 6. | Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.  |
| Sidewalks                  | 7. | The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.   |



Outside Displays	8.	Tenant shall not use any of the Shopping Center common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.
Roof	9.	Tenant shall not affix anything to the roof of the Leased Premises and Shopping Center and shall not bore any holes through the roof for any purpose whatsoever.
Lighting	10.	Tenant shall light its signs and its display windows, if any, each and every day of the Term, during those hours designated by Landlord.
Awnings	11.	No awning or other projection shall be attached to the outside walls of the Leased Premises or the building of which they form a part.
Aerials or Antennas	12.	No radio or television aerial or any other aerial shall be erected on the roof or exterior walls of the Leased Premises or the building of which they form a part, or on the Shopping Center grounds without, in each instance, the prior written consent of Landlord, which approval may be given or withheld in Landlord's sole discretion.
Going-Out-of-Business Sales	13.	No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises.
Noxious Odors; Emissions	14.	Tenant shall not make or permit any emission of odor, dust, smoke or gases that Landlord, in its sole and absolute discretion, deems objectionable to emanate from the Leased Premises.
Lodging	15.	No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms.
Vending Machines	16.	Except as otherwise specifically permitted in the Lease, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of foods, beverages, candy, tobacco products or other commodities or any moving sign or fixture of any kind without prior written consent of Landlord.



## **EXHIBIT H**

### **GUARANTY**

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Shopping Center Lease dated April 26<sup>th</sup>, 2024 (hereinafter called the "Lease"), by FHS PIAZZA LLC, a Delaware limited liability company, the Landlord therein named (hereinafter called the "Landlord") to HHB, LLC, an Illinois limited liability company, the Tenant therein named (hereinafter called the "Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Landlord to the undersigned (hereinafter called the "Guarantor"), Guarantor hereby guarantees as to the Landlord, its successors and assigns, the full and prompt payment of Rent and additional rent, including, but not limited to, the Minimum Rent, Tenant's proportionate share of Insurance Payments, Real Estate Taxes, Common Area Charges, utility charges, and other sums and charges payable by the Tenant, its successors and assigns, under the Lease, and full performance and observance of all covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns; and the Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant, its successors and assigns, in the payment of any such Rent and additional rent, payable by the Tenant under said Lease, or in the performance of any of the terms, covenants, provisions or conditions contained in said Lease, the Guarantor will forthwith pay such Rent and additional rent to the Landlord, its successors and assigns, and any arrearage thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to the Landlord all damages that may arise in consequence of any default by the Tenant, its successors and assigns, under the Lease including, without limitation, all reasonable attorney's fees incurred by the Landlord or caused by any such default and by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantor, its successors and assigns, without the necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever, against the Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the Landlord against the Tenant, or the Tenant's successors and assigns, of any of the rights and remedies reserved to the Landlord pursuant to the provisions of the Lease. Guarantor further waives any claims or defenses available to Tenant under the Lease, or otherwise. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant other than defects or defenses based on Landlord's default under the Lease.



The Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors and assigns, or by reason of any dealings or transactions or matters or things occurring between the Landlord and the Tenant, its successors and assigns whether or not notice thereof is given to the Guarantor (all of which Guarantor expressly authorizes Landlord to do without notice to or demand of Guarantor). This Guaranty cannot be assigned, transferred, modified, changed, altered or terminated in any manner whatsoever without the express written consent of the Landlord.

To the full extent permitted by law, Guarantor hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by Guarantor against Landlord and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

Guarantor hereby irrevocably authorizes Landlord, from time-to-time, to perform searches for credit information and to order credit bureau reports concerning Guarantor. The foregoing authorization shall continue until the latter to occur of (i) the full and complete performance by Tenant of each and every obligation of Tenant under the Lease; and (ii) the full and complete performance by Guarantor of each and every obligation of Guarantor under this Guaranty.

DATED: August 26<sup>th</sup>, 2024

  
JIM HEFLIN

ADDRESS: 

  
ERIK BAYLIS

ADDRESS: 



**EXHIBIT I**  
**COPY OF COREA**

(See Attached)



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This Document Prepared By  
and Return to:

Lawrence J. Moss  
D'Ancona & Pflaum  
30 North LaSalle Street  
Suite 2900  
Chicago, IL 60602

98K082487

FILED FOR RECORD  
KANE COUNTY, ILL.

98 SEP 11 AM 11:00

*Lynda M. Quinn*  
RECORDER

**CONSTRUCTION, OPERATION AND  
RECIPROCAL EASEMENT AGREEMENT**

THIS AGREEMENT is made this 5<sup>th</sup> day of August, 1998, by and between H.P. KIRK PARTNERS, L.L.C., an Illinois limited liability company ("Developer"), INLAND REAL ESTATE CORPORATION, a Maryland corporation ("Inland"), WEST SUBURBAN BANK, an Illinois corporation, not individually but as Trustee under Trust Agreement dated July 24, 1998 and known as Trust No. 10755 (the "Bank"), and H.P. KIRK PARTNERS II, L.L.C., an Illinois limited liability company ("Kirk").

WITNESSETH: CHICAGO TITLE INSURANCE CO.

Kane County Office  
Geneva, Illinois 60134

WHEREAS, Inland is the owner of that certain unimproved real property located in the City of St. Charles, County of Kane, State of Illinois, which property is legally described on Exhibit A hereto (the "Shopping Center"); and

WHEREAS, the Bank is the owner of that certain real property adjacent to the Shopping Center, which property is legally described on Exhibit B hereto (the "Bank Parcel"); and

WHEREAS, Kirk is the owner of that certain unimproved real property adjacent to the Shopping Center and the Bank Parcel, which property is legally described on Exhibit C hereto (the "Kirk Parcel") (the word "Parcel" when used herein shall mean either the Shopping Center, the Bank Parcel or the Kirk Parcel, depending on the context in which such word is used; all Parcels collectively are referred to as the "Property"); and

WHEREAS, Developer is constructing improvements on the Shopping Center on behalf of Inland pursuant to that certain Purchase and Development Agreement and Escrow Instructions, dated June 12, 1998 between Inland and Developer; and

WHEREAS, Developer, Inland, the Bank, and Kirk desire to create and acquire certain additional rights in their respective Parcels and to apportion certain rights and obligations.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I

### Easements

#### Section 1.1 Easements for Use of Common Areas.

(a) Each party hereby grants to the other parties, their successors and assigns, the right, privilege and easement to use each portion of the parking areas (except to the extent that such grant of parking rights would cause the grantor thereof to be in violation of applicable governmental parking standards or requirements), drive aisles, sidewalks, walkways and roadways (the "Common Areas") constructed on its respective Parcel as such areas may exist from time to time for its respective intended purposes; such easements to be for the non-exclusive use of the grantee thereof and its licensees and invitees, in common with grantor, its licensees and invitees, for the following purposes:

- (1) easements to use the respective parking facilities for the parking of passenger motor vehicles and passage by pedestrians;
- (2) easements to use the various roadways to provide passage by motor vehicles and pedestrians between all Parcels and the adjoining public highways or private roads and to provide passage between the various portions of all Parcels; and
- (3) easements to use the various sidewalks and walkways to provide passage by pedestrians between the various portions of all Parcels.

(b) The easements provided in this Section are subject to the rights of each grantor to change and relocate portions or all of said areas and the right to use portions of the Common Areas on such grantor's Parcel for temporary construction staging or for the sale of merchandise or services, so long as reasonable rights of each grantee for parking and access are maintained. No party shall cause an obstruction in a manner which would prevent access, ingress or egress to the Common Areas on its respective Parcel either from the public or private roads abutting said areas or from any other party's Parcel. Nor shall any party impose any charge for parking on its Parcel, except by mutual agreement. Notwithstanding the foregoing, each party may designate an area on its Parcel which shall be for the exclusive parking by employees. Each party may erect appropriate signage clearly designating such area as exclusive employee parking and stating that each party may have any vehicles wrongfully parked in such area towed from such area at the vehicle owner's expense. Any removal of vehicles from such areas shall be performed in accordance with applicable law.

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**Section 1.2 Easements for Utilities.** Each party hereby grants to the other parties, their successors and assigns:

(a) The nonexclusive, mutual, and reciprocal right and easement to tie into, connect with, and use water, sanitary and storm sewer, telephone, and electric lines, conduits, transmission and other similar utility facilities situated in its respective Parcel, for the purpose of servicing the buildings to be developed on the others' Parcels, provided (i) the tie-in is completed at the sole cost and expense of the party exercising such right and shall not require the alteration of any improvements then existing, including the repair and/or replacement of all damage so occasioned by the same; (ii) the party exercising such right pays for all utility services consumed on the benefited parcel pursuant to separate billing by the respective utility.

(b) The nonexclusive, mutual, and reciprocal right and easement to enter upon its respective Parcel for the purposes of the furtherance of the rights and easements granted pursuant to Section 1.2(a) hereof, provided the party exercising such right promptly repairs all damage occasioned thereby to the condition of the property existing immediately prior to such work and indemnifies, defends and holds the other harmless from and against all liability, damage, cost, and expense occasioned thereby.

**Section 1.3 Easement for Storm Drainage.** Inland hereby grants to the Bank and Kirk, their successors and assigns the perpetual, non-exclusive right, privilege and easement ("Drainage Easement") to drain storm water over and across the portions of the Shopping Center designated by Inland from time to time in order to direct the flow of such storm water to the detention pond to be constructed on the parcel described on the attached Exhibit D (the "Detention Pond"). Provided such improvements are initially constructed, Inland shall maintain, repair and replace the Drainage Easement and the improvements thereon as may be necessary to maintain unabated the ability of the Bank and Kirk to drain storm water across the Easement. The Bank and Kirk shall each reimburse Inland its respective Proportionate Share (defined below) of all reasonable costs which Inland may incur in maintaining, repairing and replacing the Drainage Easement facilities (but in no event including costs to initially design and install the improvements therein), such amounts to be paid within thirty (30) days of delivery of a request by Inland for payment, which request shall include adequate documentation regarding such costs.

**Section 1.4 Easement for Access.** Inland hereby grants to the Bank and Kirk and their tenants and their respective successors, assigns, guests, invitees, employees, agents and contractors the non-exclusive right, privilege and easement to have vehicular and pedestrian ingress and egress upon, over and across the driveway areas of the Shopping Center, as they may exist from time to time, for access to Route 64, Kirk Road, Foxfield Road, and Stuart's Drive ("Public Roads"). Provided such improvements are initially constructed, Inland shall maintain, repair and replace the driveway areas and the improvements as may be necessary to maintain unabated the ability of the Bank and Kirk to access the Public Roads. The Bank and Kirk shall each reimburse Inland its respective Proportionate Share of all reasonable costs which Inland may incur in maintaining, repairing and replacing the main driveway providing access to the Property from Route 64 (North



Avenue), such amounts to be paid within thirty (30) days of delivery of a request by Inland for payment, which request shall include adequate documentation regarding such costs.

**Section 1.5 Extinguishment of Easements.** Any of the easements granted hereby may be (a) released or extinguished or (b) amended, waived or modified by instrument in recordable form executed by the owners and mortgagees, if any, of the parcels burdened and benefitted by the respective easement(s) affected thereby.

**Section 1.6 Non-Dedication.** It is mutually agreed that the grants contained in this Article are not intended and shall not be construed as a dedication of the respective Parcels for public use and the parties hereto shall take whatever steps may be necessary to avoid such dedication.

**Section 1.7 Prior Restrictions.** All of the easements granted herein are subject to the terms and conditions of all previously recorded easements and restrictions affecting the Parcels.

**Section 1.8 Proportionate Shares.** The Proportionate Shares of each of the parties, based on the ratio of the square footage of its respective Parcel to the total square footage of all Parcels, is as follows:

Inland	87.70%
Bank	06.25%
Kirk	06.05%

## **ARTICLE II**

### **Maintenance and Operation of Common Areas and Improvements**

**Section 2.1 Maintenance of Improvements.** Each party agrees that it shall, without any expense to any other party, maintain or cause to be maintained all improvements on its Parcel in good order and condition and state of repair to the standards of a first-class shopping center.

**Section 2.2 Improvements to the Bank Parcel.** All improvements on the Bank Parcel shall be constructed in accordance with this Agreement and the site plan attached hereto as **Exhibit D**. No structure (including signs) on the Bank Parcel shall exceed twenty-four (24) feet in height above adjacent grade, as measured according to City of St. Charles Building Code. The total building area on the Bank Parcel may not contain more than five thousand (5,000) square feet of floor area. The building cannot contain more than one story, and shall be constructed within the building area shown on **Exhibit D**. The number of parking spaces on the Bank Parcel shall not be less than six spaces per one thousand square feet of gross usable area of said building.



The Bank shall submit plans and specifications for any improvements on the Bank Parcel to the Developer and Inland for approval. The Developer and Inland shall not unreasonably withhold approval of the Bank's final plans and specifications. Any improvements on the Bank Parcel shall be constructed in substantial conformance with the approved plans and specifications.

In the event of any damage or destruction to the improvements located on the Bank Parcel, the Bank shall either promptly repair or restore the improvements to the condition which existed prior to the damage or destruction within six (6) months from the date of such damage or destruction or in the alternative raze and remove such improvements and landscape the Bank Parcel in a first-class manner within the same time period.

Section 2.3 Improvements to the Kirk Parcel. All improvements on the Kirk Parcel shall be constructed in accordance with this Agreement and the site plan attached hereto as **Exhibit D**. No structure (including signs) on the Kirk Parcel shall exceed twenty-four (24) feet in height above adjacent grade, as measured according to City of St. Charles Building Code. The total building area on the Kirk Parcel may not contain more than the number of square feet of floor area permitted by the City of St. Charles. The building cannot contain more than one story, and shall be constructed within the building area shown on **Exhibit D**. Kirk shall provide for a number of parking spaces on the Kirk Parcel which shall be in accordance with the City of St. Charles Building Code and shall in no event be less than four spaces per one thousand square feet of gross usable area of said building.

Kirk shall submit plans and specifications for any improvements on the Kirk Parcel to the Developer and Inland for approval. The Developer and Inland shall not unreasonably withhold approval of Kirk's final plans and specifications. Any improvements on the Kirk Parcel shall be constructed in substantial conformance with the approved plans and specifications.

In the event of any damage or destruction to the improvements located on the Kirk Parcel, the Kirk shall either promptly repair or restore the improvements to the condition which existed prior to the damage or destruction within six (6) months from the date of such damage or destruction or in the alternative raze and remove such improvements and landscape the Kirk Parcel in a first-class manner within the same time period.

Section 2.4 Improvements to the Shopping Center. Inland (acting through Developer) shall design, install, maintain and replace as reasonably necessary the driveway, drainage, parking, landscaping and other similar improvements in the Common Areas consistent with the site plan attached hereto as **Exhibit D** and of a quality consistent with other comparable shopping centers in the area. In the event of any damage or destruction to the improvements located on the Shopping Center, Developer shall either promptly repair or restore the improvements to the condition which existed prior to the damage or destruction within twelve (12) months from the date of such damage or destruction or in the alternative raze and remove such improvements and landscape the Shopping Center in a first-class manner within the same time period.



Nothing herein shall prevent Inland from making changes to the site plan or the Shopping Center, subject to obtaining necessary governmental approvals.

**Section 2.5 Construction Traffic.** All owners, tenants or other occupants of the Kirk Parcel and the Bank Parcel shall utilize the entrance at Route 64 for all construction traffic.

**Section 2.6 Use of Bank Parcel.** The Bank Parcel, or any improvements thereon, shall not be used for any purpose other than the operation of a bank facility.

**Section 2.7 Use of Shopping Center Parcel.** For so long as the Bank, or its successors, is the occupant of the Bank Parcel and is operating a bank facility thereon, Inland shall not allow any portion of the Shopping Center (other than the Jewel Food Stores building to be built on Lot 5 as shown on the Plat of Subdivision attached hereto as Exhibit E, such building not being bound by this restriction), nor shall Kirk allow any portion of the Kirk Parcel, to be used for the operation of a bank, savings & loan or credit union facility. This paragraph does not prevent (i) the installation of automatic teller machines (ATMs), point of sale (POS) devices and similar and future unmanned devices which may be used for banking and banking-related services, including taking deposits (but excluding drive-through facilities), or (ii) uses such as consumer loan offices, mortgage banking/brokerage services and other financial services which do not provide retail banking services.

**Section 2.8 Additional Restrictions.** Each party agrees that a Memorandum of Lease with regard to the Jewel Food Stores lease, in the form of Exhibit F attached hereto, may be recorded against its respective Parcel, and further agrees to execute the consent thereto for recordation. Without limiting the generality of the foregoing, the parties acknowledge and agree that their respective Parcels are bound by the restrictions set forth in paragraph 2 of said Memorandum of Lease.

**Section 2.9 Maintenance of Common Areas.** The parties agree to maintain the Common Areas as follows:

(a) **Maintenance by the Bank.** The Bank agrees, at its own expense, to perform the following: (i) operate, manage, maintain, equip and insure all of the Common Areas on its Parcel and keep such Common Areas secure and in a safe condition, free of obstructions, clean, swept and in good repair (including mowing and landscaping); (ii) remove snow and ice from the Common Areas on its Parcel; (iii) repair, maintain and replace the portions of the Common Areas on its Parcel; (iv) keep the Common Areas on its Parcel lighted during hours of darkness until at least midnight at an average of not less than ten foot candle power of illumination; (v) keep the parking area properly striped to assist in the orderly parking of all cars; (vi) pay all real estate taxes and assessments which now or hereafter become due on the Common Areas on its Parcel.

(b) **Maintenance by Kirk.** Kirk agrees, at its own expense, to perform the following: (i) operate, manage, maintain, equip and insure all of the Common Areas on its Parcel and keep such Common Areas secure and in a safe condition, free of obstructions, clean, swept and in



good repair (including mowing and landscaping); (ii) remove snow and ice from the Common Areas on its Parcel; (iii) repair, maintain and replace the portions of the Common Areas on its Parcel; (iv) keep the Common Areas on its Parcel lighted during hours of darkness until at least midnight at an average of not less than ten foot candle power of illumination; (v) keep the parking area properly striped to assist in the orderly parking of all cars; (vi) pay all real estate taxes and assessments which now or hereafter become due on the Common Areas on its Parcel.

(c) Maintenance by Inland. Inland agrees, at its own expense, to perform the following: (i) operate, manage, maintain, equip and insure all of the Common Areas on its Parcel and keep such Common Areas secure and in a safe condition, free of obstructions, clean, swept and in good repair (including mowing and landscaping); (ii) remove snow and ice from the Common Areas on its Parcel; (iii) repair, maintain and replace the portions of the Common Areas on its Parcel; (iv) keep the Common Areas on its Parcel lighted during hours of darkness subject to the terms of leases with tenants located from time to time at the shopping center at an average of not less than ten foot candle power of illumination; (v) keep the parking area properly striped to assist in the orderly parking of all cars; (vi) pay all real estate taxes which now or hereafter become due on the Common Areas on its Parcel.

(d) Failure to Maintain. If one of the Parcel owners ("Defaulting Owner") fails to perform its obligations under the corresponding subparagraph of this Paragraph 2.9, the other Parcel owners ("Non-Defaulting Owner") shall have the right, after written notice and a reasonable opportunity to the Defaulting Owner to cure, to enter upon the Defaulting Owner's Parcel and cure such failure at the expense of the Defaulting Owner. Defaulting Owner shall reimburse the Non-Defaulting Owners for such expense within thirty (30) days after presentation of an invoice with reasonable back-up documentation. Such amount, if not paid, shall constitute a lien against the Defaulting Owner's Parcel, which may be foreclosed in the same manner as a mortgage of Illinois real property.

### ARTICLE III

#### Miscellaneous

Section 3.1 Modifications. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of all parties hereto, and then only by written instrument duly executed in recordable form and duly recorded in the office of the Kane County, Illinois Recorder of Deeds.

Section 3.2 Taxes. Each party shall pay when due the real estate taxes, assessments and other like charges which may be levied, assessed or charged against the Parcel which it owns, or any part thereof.

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**Section 3.3 Successors and Assigns.** The easements and rights granted and obligations assumed herein (a) are made for the direct, mutual and reciprocal benefit or burden of the real property affected; (b) will constitute covenants running with the land; and (c) will be binding upon and inure to the benefit of the parties' respective successors, assigns, transferees, tenants, employees, agents, customers, licensees and invitees.

**Section 3.4 Indemnification.** Each of the parties shall indemnify, defend and hold the other parties harmless of and from any and all loss, cost, liability, damage, injury or expense, including reasonable attorney's fees, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury to or death of a person(s), damage to property, or claims of lien for work performed and/or materials or supplies furnished, or arising out of or in connection with the use of the parking area on the indemnifying party's parcel, or arising from or in connection with the willful or negligent acts or omissions of the indemnifying party or its agent, servants, contractors, employees or successors in interest or arising out of or in connection with work to be performed by the indemnifying party on the parcel of another, or arising out of or in connection with the operation to be conducted on its respective parcel.

**Section 3.5 Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and no other representations or promises, written or oral, made by either party to the other which is not contained herein shall be binding or valid.

**Section 3.6 Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

**Section 3.7 Notices.** Any notice to be given hereunder by either of the parties hereto to the other may be personally delivered, delivered by contract carrier, or may be deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to the party for whom intended as follows:

To Developer:           H.P. Kirk Partners, L.L.C.  
                              c/o Hamilton Partners  
                              300 Park Boulevard  
                              Itasca, Illinois 60143  
                              Attn: James L. Sheridan

With a copy to:       D'Ancona & Pflaum  
                              30 N. LaSalle Street  
                              Suite 2900  
                              Chicago, Illinois 60602  
                              Attn: Lawrence J. Moss



To Kirk: H.P. Kirk Partners II, L.L.C.  
c/o Hamilton Partners  
300 Park Boulevard  
Itasca, Illinois 60143  
Attn: James L. Sheridan

With a copy to: D'Ancona & Pflaum  
30 N. LaSalle Street  
Suite 2900  
Chicago, Illinois 60602  
Attn: Lawrence J. Moss

To the Bank: West Suburban Bank  
2800 Finley Road  
Downers Grove, Illinois 60515  
Attn: Ed Garvey

With a copy to: Giagnorio & Robertelli, Ltd.  
130 S. Bloomingdale Road  
P.O. Box 726  
Bloomingdale, Illinois 60108  
Attn: Joseph D. Giagnorio

To Inland: The Inland Group, Inc.  
2901 Butterfield Road  
Oak Brook, Illinois 60521  
Attn: Robert Baum, General Counsel

With a copy to: Inland Real Estate Corporation  
2901 Butterfield Road  
Oak Brook, Illinois 60521  
Attn: Robert Parks, President

Any party may change its address at any time by notifying the other parties in writing, of such change. Service of any notice pursuant hereto shall be deemed complete at the time of delivery.

**Section 3.8 Insurance.** Each party shall obtain and maintain at all times public liability insurance insuring against claims on account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of its respective Parcel by customers, invitees, licensees and employees. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Illinois and having limits for bodily injury or death in the amounts of not less than \$2,000,000 for injury to or death of one person, \$2,000,000 for injury to or death of more than one person in one accident



and property damage insurance in an amount not less than \$1,000,000. In addition, each party shall cause to be carried fire and extended coverage insurance on all buildings on their respective parcels in an amount at least sufficient to avoid the effect of any coinsurance provisions of such policies and in any event in an amount not less than one hundred percent (100%) of the reconstruction cost of such improvements, exclusive of footings and foundations. Said insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Such insurance shall name all of the parties hereto or their successors as additional insureds thereunder. Such insurance shall provide that the insurance may not be canceled without at least ten (10) days' prior written notice being given by the insurer to each party named as an additional insured.

Section 3.9 No Partnership, Joint Venture or Principal Agent Relationship. Nothing in this Agreement nor any acts of the parties hereto shall be construed or deemed by the parties, or by any third Person, to create the relationship of partnership, of joint venture, or of principal and agent, between the parties hereto.

Section 3.10 Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to Persons or circumstances other than those in respect of which is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 3.11 Governing Laws. This Agreement shall be construed and governed in accordance with the laws of Illinois.

Section 3.12 Hazardous Material. Each party agrees to indemnify, defend and hold the other parties and their affiliates harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Term of this Agreement, directly or indirectly, from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Parcels, or any portion of either thereof caused by the indemnifying party or its affiliates, contractors, employees, agents or assigns.

As used herein "Hazardous Material" shall mean any hazardous or toxic waste, substance or petroleum product as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1984 2 U.S.C. Section 9061, and all amendments thereto.



**Section 3.13 Estoppel Letter.** At any time from time to time, upon request of any party hereto, the other parties hereto shall, without charge, execute, acknowledge and deliver to the requesting party within ten (10) days after request, an instrument in recordable form stating (if the same be true) that as of such date, no default has been declared hereunder by either party hereto and that the party executing the instrument has no knowledge of any facts or circumstances which it might reasonably believe would give rise to a default by any party.

**Section 3.14 Term of this Agreement.** This Agreement shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2048; provided, however, that the easements and the obligation to contribute its respective proportionate share for maintenance, repair and replacement created in Article I hereof shall be perpetual. Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, except as mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

**Section 3.15 Trustee's Exculpation.** This Instrument is executed by West Suburban Bank, not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable out of the assets of the trust estate held under the Trust Agreement. It being understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be assessed or enforceable against the Trustee on account of any warranty, indemnity representation, covenant, undertaking or agreement of the Trustee.

**Section 3.15 Special Assessment District.** The parties contemplate that certain public improvements benefiting the Property and other property will be financed by issuance of bonds pursuant to a Special Assessment District ("SAD"). The parties agree that the owner of each Parcel shall be responsible for its Proportionate Share of all SAD costs and expenses, including,



without limitation, assessments, which are levied or assessed against the property or the owners thereof. Unless the parties specifically agree otherwise, the covenants of this paragraph shall survive the expiration, termination or amendment of this Agreement, so long as the SAD bonds remain outstanding. Each owner agrees to execute and deliver such further instruments and assurances as may be necessary or desirable to effectuate the intent of this paragraph.

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

H.P. KIRK PARTNERS, L.L.C., an Illinois limited liability company

By:

TODD BERLINER Managing Member

INLAND REAL ESTATE CORPORATION, a Maryland corporation

By:

Steven D. Sanders, Authorized Agent

WEST SUBURBAN BANK, an Illinois corporation

By:

Name:

Its:

H.P. KIRK PARTNERS II, L.L.C., an Illinois limited liability company

By:

TODD BERLINER Managing Member



without limitation, assessments, which are levied or assessed against the property or the owners thereof. Unless the parties specifically agree otherwise, the covenants of this paragraph shall survive the expiration, termination or amendment of this Agreement, so long as the SAD bonds remain outstanding. Each owner agrees to execute and deliver such further instruments and assurances as may be necessary or desirable to effectuate the intent of this paragraph.

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

H.P. KIRK PARTNERS, L.L.C., an Illinois limited liability company

By:

TODD BERLINER, Managing Member

INLAND REAL ESTATE CORPORATION, a Maryland corporation

By:

Steven D. Sanders, Authorized Agent

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not individually, but solely as trustee as aforesaid in the exercise of its powers and authority conferred upon and vested in it as such trustee. The covenants, warranties, and representations set forth herein are made by WSB on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding to the contrary set forth in this instrument, any recourse or remedy shall be limited to the assets comprising the trust estate and no liability shall be asserted or be enforceable against WSB by the beneficiaries of the trust with respect to the terms, promises, agreements, covenants, warranties, representations, losses, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

WEST SUBURBAN BANK, an Illinois corporation

WEST SUBURBAN BANK

NOT PERSONALLY BUT AS

By:

Name:

Its:

TRUST OFFICER

H.P. KIRK PARTNERS II, L.L.C., an Illinois limited liability company

By:

TODD BERLINER, Managing Member

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STATE OF ILLINOIS  
COUNTY OF DUPAGE

)  
) SS.  
)

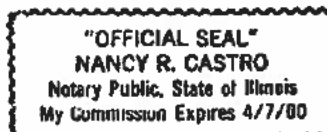
I, a Notary Public in and for said County in the State aforesaid, do hereby certify that TODD BERLINSHOF, Managing Member of H.P. Kirk Partners, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein.

GIVEN under my hand and Notarial Seal this 5th day of AUGUST, 1998.

[Redacted Signature]  
Notary Public

My Commission expires:

\_\_\_\_\_





STATE OF ILLINOIS  
COUNTY OF DUPAGE

)  
) SS.  
)

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that  
TODD BERLINGHOF Managing Member of H.P. Kirk Partners II, L.L.C., an  
Illinois limited liability company, is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument as such Managing Member, appeared before  
me this day in person and acknowledged that he signed and delivered said instrument as his  
own free and voluntary act and as the free and voluntary act of said company, for the uses and  
purposes therein.

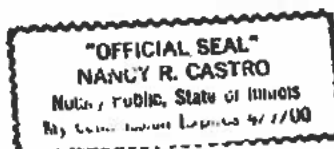
GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of AUGUST,  
1998.

[Redacted Signature]

Notary Public

My Commission expires:

\_\_\_\_\_



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STATE OF Illinois )  
COUNTY OF DeKalb ) SS.

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that Christine Pasko, Trust Officer of West Suburban Bank, an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that he/she signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation, as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial seal this 14th day of August

1998.

  
Notary Public

My Commission expires:

01/08/00

"OFFICIAL SEAL"  
PAULINE RUTSCHOW  
Notary Public, State of Illinois  
My Commission Expires 01/08/00

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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that Steven D. Sanders, the authorized agent of Inland Real Estate Corporation, a Maryland corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized agent appeared before me this day in person and acknowledged that he signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal this 5<sup>th</sup> day of AUGUST,  
1998.

  
Notary Public

My Commission expires:

\_\_\_\_\_  
"OFFICIAL SEAL"  
NANCY R. CASTRO  
Notary Public, State of Illinois  
My Commission Expires 4/1/00



**Exhibit A**  
**Shopping Center**

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LOTS 3, 4

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CHARLESTOWNE CENTRE MALL ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1989 AS DOCUMENT NO. 2017857; THENCE SOUTH 09° 26' 56" WEST ALONG THE WEST LINE OF SAID CHARLESTOWNE CENTRE MALL SUBDIVISION 878.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 09° 26' 56" WEST ALONG THE LAST DESCRIBED LINE, 725.13 FEET; THENCE NORTH 89° 49' 19" WEST, 307.14 FEET; THENCE SOUTH 00° 15' 40" EAST, 155.51 FEET; THENCE SOUTH 24° 28' 34" EAST, 54.85 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 64 AS TAKEN PER DOCUMENT NO. 92K04278; THENCE WESTERLY ALONG SAID NORTH LINE OF ILLINOIS ROUTE 64, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 21550.94 FEET, A CENTRAL ANGLE OF 00° 12' 45" AND A CHORD BEARING OF SOUTH 89° 45' 52" WEST, A DISTANCE OF 79.98 FEET TO A POINT ON SAID CURVE; THENCE NORTH 23° 57' 13" EAST, 54.81 FEET; THENCE NORTH 00° 15' 40" WEST, 155.34 FEET; THENCE SOUTH 89° 21' 29" WEST, 294.08 FEET TO A LINE 75.00 FEET EAST OF AND CONCENTRIC WITH THE CENTER LINE OF KIRK ROAD; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 6075.00 FEET, A CENTRAL ANGLE OF 5° 10' 33" AND A CHORD BEARING OF NORTH 00° 15' 35" EAST, A DISTANCE OF 548.77 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89° 21' 29" EAST, 375.37 FEET; THENCE NORTH 09° 33' 10" EAST, A DISTANCE OF 190.32 FEET THENCE SOUTH 86° 16' 22" EAST, 346.59 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS. CONTAINING 10.137 ± ACRES.

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**LOTS 5.6. STUART DRIVE**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CHARLESTOWNE CENTRE MALL ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1989 AS DOCUMENT NO. 2017857; THENCE SOUTH  $09^{\circ} 26' 56''$  WEST ALONG THE WEST LINE OF SAID CHARLESTOWNE CENTRE MALL SUBDIVISION 35.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $09^{\circ} 26' 56''$  WEST ALONG THE LAST DESCRIBED LINE, 843.68 FEET; THENCE NORTH  $86^{\circ} 16' 22''$  WEST, 346.59 FEET; THENCE SOUTH  $09^{\circ} 33' 10''$  WEST, 190.32 FEET; THENCE SOUTH  $89^{\circ} 21' 29''$  WEST, 375.37 FEET TO A LINE 75.0 FEET EAST OF AND CONCENTRIC WITH THE CENTERLINE OF KIRK ROAD; THENCE NORTH ALONG A LINE 75.00 FEET EAST OF AND CONCENTRIC WITH THE CENTERLINE OF SAID KIRK ROAD BEING CONCAVE WESTERLY HAVING A RADIUS OF 6075.00 FEET, A CENTRAL ANGLE OF  $7^{\circ} 58' 42''$  AND A CHORD BEARING OF NORTH  $01^{\circ} 08' 56''$  WEST, A DISTANCE OF 297.17 FEET TO A POINT OF TANGENCY; THENCE NORTH  $05^{\circ} 08' 17''$  WEST, 230.12 FEET; THENCE NORTHEASTERLY ALONG A NONTANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 667.73 FEET, A CENTRAL ANGLE OF  $25^{\circ} 08' 00''$  AND A CHORD BEARING OF NORTH  $71^{\circ} 03' 24''$  EAST, A DISTANCE OF 292.91 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 713.94 FEET, A CENTRAL ANGLE OF  $10^{\circ} 32' 31''$  AND A CHORD BEARING OF NORTH  $53^{\circ} 13' 08''$  EAST, A DISTANCE OF 131.36 FEET TO A POINT OF TANGENCY; THENCE NORTH  $47^{\circ} 56' 52''$  EAST, 269.69 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 456.00 FEET, A CENTRAL ANGLE OF  $37^{\circ} 34' 01''$  AND A CHORD BEARING OF NORTH  $66^{\circ} 43' 53''$  EAST, A DISTANCE OF 298.98 FEET TO A POINT OF TANGENCY; THENCE NORTH  $85^{\circ} 30' 53''$  EAST, 81.56 FEET TO THE POINT OF BEGINNING IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS. CONTAINING  $12.878 \pm$  ACRES.

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**Exhibit B**

**Bank Parcel**

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LOT 1 OF STUART'S CROSSING RETAIL BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS

THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CHARLESTOWNE CENTRE MALL, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1989 AS DOCUMENT NO. 2017857; THENCE SOUTH 09 DEGREES 26 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID CHARLESTOWN CENTRE MALL SUBDIVISION, 1812.12 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 64, AS TAKEN PER DOCUMENT NO. 92K04278; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 21550.94 FEET AND A CHORD BEARING OF NORTH 89 DEGREES 54 MINUTES 08 WEST, A DISTANCE OF 329.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CURVE ON A CHORD BEARING OF SOUTH 89 DEGREES 91 MINUTES 13 SECONDS WEST, A DISTANCE OF 103.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 23 MINUTES 01 SECONDS WEST, 157.96 FEET; THENCE NORTH 43 DEGREES 36 MINUTES 58 SECONDS WEST, 30.81 FEET TO A LINE 75.00 FEET EAST OF AND PARALLEL WITH THE CENTER LINE OF KIRK ROAD; THENCE NORTH 03 DEGREES 21 MINUTES 42 SECONDS EAST ALONG SAID LINE, 127.46 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 6075.00 FEET AND HAVING A CHORD BEARING OF NORTH 03 DEGREES 06 MINUTES 03 SECONDS EAST, 55.27 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89 DEGREES 21 MINUTES 29 SECONDS EAST, 294.08 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 40 SECONDS EAST, 155.34 FEET; THENCE SOUTH 23 DEGREES 57 MINUTES 13 SECONDS WEST, 54.81 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

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**Exhibit C**

**Kirk Parcel**

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LOT 2 IN STUART'S CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN KANE COUNTY, ILLINOIS

THAT PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CHARLESTOWNE CENTRE MALL, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1989 AS DOCUMENT NO. 2017857; THENCE SOUTH 09 DEGREES 26 MINUTES 56 SECONDS WEST, ALONG THE WEST LINE OF SAID CHARLESTOWNE CENTRE MALL SUBDIVISION, 1568.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 09 DEGREES 26 MINUTES 56 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 208.18 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 64, AS TAKEN PER DOCUMENT NO. 92K04278; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 21550.94 FEET AND A CENTRAL ANGLE OF 00 DEGREES 39 MINUTES 48 SECONDS AND A CHORD BEARING OF NORTH 89 DEGREES 47 MINUTES 51 SECONDS WEST A DISTANCE OF 249.54 FEET; THENCE NORTH 24 DEGREES 28 MINUTES 34 SECONDS WEST, 54.85 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 40 SECONDS WEST, 155.51 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 19 SECONDS EAST, 307.14 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

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**Exhibit D**

**Site Plan**

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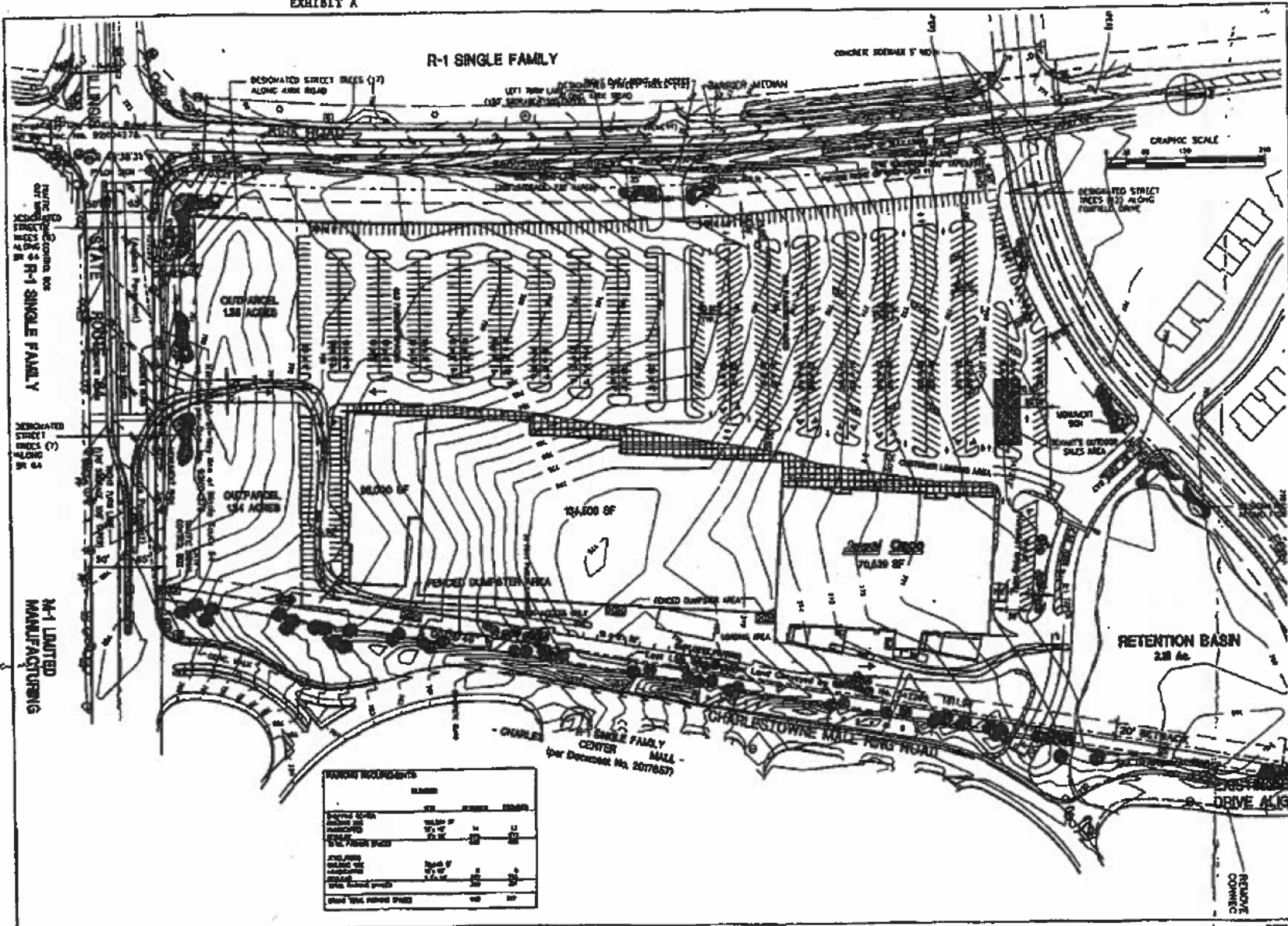
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EXHIBIT A





**Exhibit E**

**Plat of Subdivision**

( INTENTIONALLY  
OMITTED )



**Exhibit F**

**Jewel Food Stores Memorandum of Lease**

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FILED FOR RECORD  
KANE COUNTY, ILL.

Recording Requested By and  
When Recorded Return To:

98K082486

98 SEP 11 AM 11:00

*Lynda M. Quinn*  
RECORDER

Michael J. Martin, Esq.  
Burke, Warren, MacKay &  
Serritella, P.C.  
330 North Wabash Avenue  
22nd Floor  
Chicago, IL 60611

453653, 453654, 453655

MEMORANDUM OF LEASE

CHICAGO TITLE INSURANCE CO.  
Kane County Office  
Geneva, Illinois 60134  
Phone 232-2750

49.00

This Memorandum of Lease is entered into as of the 23<sup>rd</sup> day of February, 1998, between H.P. KIRK PARTNERS, L.L.C., an Illinois limited liability company ("Landlord"), and JEWEL FOOD STORES, INC. a New York corporation ("Tenant").

1. Premises. For sufficient consideration received, and the terms and conditions more particularly set forth in that certain long form lease between Landlord and Tenant of even date herewith (the "Lease"), Landlord leases to Tenant and Tenant leases from Landlord, the land at the northeast corner of Route 64 and Kirk Road in the Village of St. Charles, County of Kane, State of Illinois (the "Premises Land"), which land is outlined and marked "Jewel/Osco" on the site plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"), together with all easements, rights-of-way, rights, privileges, benefits and appurtenances now or hereafter belonging thereto or commonly enjoyed therewith, the building to be constructed thereon containing approximately seventy thousand five hundred twenty-nine (70,529) ground floor square feet (the "Building"), and other improvements to be constructed thereon (all of which are collectively called the "Premises"). The Premises Land is part of a larger parcel[s] of land to be

Store No. 01-90360  
St. Charles, Illinois

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developed into a shopping center (the "Shopping Center") as depicted on the Site Plan. The Shopping Center is legally described on Exhibit "B" attached hereto and incorporated herein by reference.

2. Restrictions. By virtue of the Lease, Tenant, its subtenants, invitees, customers and employees and parties holding possessory rights in the Premises shall have, and are hereby granted, the use in common with Landlord and other tenants of Landlord and their respective invitees, customers, employees and parties holding possessory rights in the Shopping Center, of the portions of the Shopping Center required by the terms of the Lease to be devoted to the purposes of driving and parking motor vehicles, loading and unloading of motor vehicles and vehicular and pedestrian ingress and egress to and from and within the Shopping Center (all of which are referred to as the "Common Areas"). Additional rights are granted by the Lease to such parties in connection with the construction and maintenance of utility facilities necessary to the Shopping Center. All buildings constructed in the Shopping Center shall be located wholly within the areas shown as "Building Areas" on the Site Plan. Additional use and development restrictions and maintenance, development and performance obligations with regard to the Premises and the Shopping Center are specified in the Lease.

In addition to other restrictions and obligations set forth in the Lease, the Lease provides that the types of uses permitted in the Shopping Center shall be of a retail and/or commercial nature found in shopping centers of a similar size and quality in the metropolitan marketing area in which the Shopping Center is located.

The Lease provides, in part, that no premises (nor any part thereof) in the Shopping Center other than the Premises, shall be (i) used or occupied as a retail supermarket, drug store and combination thereof, nor (ii) used for the sale of any of the following: (a) fish or meat (except as expressly permitted in the Lease); (b) liquor and other alcoholic beverages in package form, including, but not limited to, beer, wine (except as expressly permitted in the Lease) and ale; (c) produce; (d) floral items; (e) any combination of food items sufficient to be



commonly known as a convenience food store or department; and (f) items requiring dispensation by or through a pharmacy or requiring dispensation by or through a registered pharmacist.

In addition, the following uses in the Shopping Center are prohibited or restricted, as more particularly set forth in the Lease: (a) offices; (b) funeral homes; (c) production, manufacturing, industrial, or storage uses; (d) entertainment or recreational facilities; (e) training or educational facilities; (f) restaurants; (g) car washes, gasoline or service stations, or the displaying, repairing, renting, leasing, or sale of any motor vehicle, boat or trailer; (h) dry cleaner with on-premises cleaning; (i) uses which creates a nuisance or materially increases noise or the emission of dust, odor, smoke, gases, or materially increases fire, explosion or radioactive hazards in the Shopping Center; (j) businesses with drive-up or drive-through lanes; (k) second-hand or thrift stores, or flea markets; and (l) uses involving any Hazardous Material (as defined in the Lease).

All buildings and structures built in the Shopping Center, including new construction, reconstruction and remodeling, shall be architecturally compatible with the Building. Prior to the commencement of construction or remodeling of any other building or structure in the Shopping Center, Landlord will first obtain Tenant's written approval not to be unreasonably withheld or delayed, that the exterior design and elevation of such building and/or remodeling is architecturally compatible with the Building.

No building constructed in the Shopping Center shall consist of more than one (1) story plus mezzanine (i.e., any floor area above the ground floor that does not extend over the entire ground floor area and which is used in connection with the primary commercial use of such building but is not used as a sales area or generally open to the public). No building or other structure constructed or located in Outparcel 1 shall exceed twenty-five (25) feet in height. No mezzanine or basement of any building in the Shopping Center shall be used as an area for sales or display or open to the public generally.



The restrictions set forth herein shall be deemed to be restrictions and covenants, and shall be a servitude upon the entire Shopping Center, shall run with the land and shall be binding upon any person acquiring any interest in any part of the Shopping Center.

3. Term. Unless the Lease has been terminated, the "Original Term" of the Lease shall commence as provided in the Section of the Lease entitled "Original Term" and shall expire at midnight on the twentieth (20th) anniversary of the commencement of the Original Term.

4. Option to Extend. Tenant, at its option, may extend the Original Term of the Lease for seven (7) consecutive periods of five (5) years each.

5. Inquiries. Inquiries concerning the precise terms of the Lease may be made to:

Landlord:  
c/o Hamilton Partners  
300 Park Boulevard  
Itasca, IL 60143  
Attn: Mr. Jim Sheridan

Tenant:  
c/o American Stores Properties, Inc.  
P.O. Box 27447  
Salt Lake City, UT 84127-0447  
Attn: Legal Department  
(Re. Store No. 01-90360)

6. Successors. The rights and obligations created in the Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective restrictions, covenants and obligations pertaining to the Premises and the Shopping Center shall run with the land.

7. Incorporation and Conflicts. All of the terms and conditions of the Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail.



IN WITNESS WHEREOF, this Memorandum of Lease is executed as of the date first above written.

H.P. KIRK PARTNERS, L.L.C.,  
an Illinois  
limited liability company

By [REDACTED]  
Its Managing Member

"LANDLORD"

JEWEL FOOD STORES, INC.,  
a New York corporation

By [REDACTED] VICE President

ATTEST:

"TENANT"

[REDACTED]  
ASSISTANT Secretary



Consent

Each of the undersigned hereby consents to the foregoing Memorandum of Lease. In addition, Inland Real Estate Corporation acknowledges that it has accepted the assignment of all of the right, title and interest of H.P. Kirk Partners, L.L.C. in and to the Lease as defined above, and has assumed the obligations of the landlord under said Lease accruing on and after August 5, 1998.

INLAND REAL ESTATE CORPORATION, a  
Maryland corporation

By: \_\_\_\_\_  
Authorized Agent

WEST SUBURBAN BANK, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

H.P. KIRK PARTNERS II, L.L.C., an Illinois  
limited liability company

By: \_\_\_\_\_  
Managing  
Member

MHODMA.DPDOCS.284799.1

98 K082486



**Consent**

Each of the undersigned hereby consents to the foregoing Memorandum of Lease. In addition, Inland Real Estate Corporation acknowledges that it has accepted the assignment of all of the right, title and interest of H.P. Kirk Partners, L.L.C. in and to the Lease as defined above, and has assumed the obligations of the landlord under said Lease accruing on and after August 5, 1998.

INLAND REAL ESTATE CORPORATION, a  
Maryland corporation

By: \_\_\_\_\_, Authorized Agent

as trustee under trust  
number # 10755

WEST SUBURBAN BANK, an Illinois corporation

By: \_\_\_\_\_  
Name: EDWARD J. GARVEY  
Its: \_\_\_\_\_

H.P. KIRK PARTNERS II, L.L.C., an Illinois  
limited liability company

By: \_\_\_\_\_, Managing  
Member



Consent

Each of the undersigned hereby consents to the foregoing Memorandum of Lease. In addition, Inland Real Estate Corporation acknowledges that it has accepted the assignment of all of the right, title and interest of H.P. Kirk Partners, L.L.C. in and to the Lease as defined above, and has assumed the obligations of the landlord under said Lease accruing on and after August 5, 1998.

INLAND REAL ESTATE CORPORATION, a  
Maryland corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Agent

WEST SUBURBAN BANK, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

H.P. KIRK PARTNERS II, L.L.C., an Illinois  
limited liability company

By: \_\_\_\_\_  
*James L. Sheridan* Managing  
Member



STATE OF Illinois )  
COUNTY OF DeWitt ) SS.

On the 13 day of February, 1998,  
before me, a Notary Public in and for such state, personally  
appeared James L. Sheridan, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person who executed the within instrument as Managing Member or  
on behalf of H.P. Kirk Partners, L.L.C., and acknowledged to me  
that such company executed the within instrument pursuant to its  
management agreement.

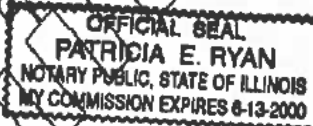
IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.

NOTARY PUBLIC  
Residing at:

Bartlett IL

My Commission Expires:

6-13-00





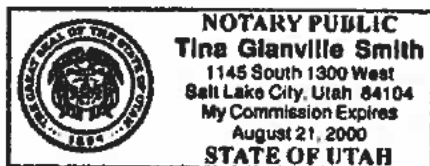
STATE OF UTAH                     )  
  : S. S.  
COUNTY OF SALT LAKE         )

On February 24, 1998, before me, Tina Glanville Smith, a notary public in and for such County and State, personally appeared Cary D. Jones and Mark N. Schneider, personally known to me to be the persons whoses names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

[Redacted Signature]

Notary Public



Unofficial

10

98 K082486



STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that Steven D. Sanders, \_\_\_\_\_ of Inland Real Estate Corporation, a Maryland corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed and delivered said instrument pursuant to authority given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth therein.

GIVEN under my hand and Notarial Seal this 12<sup>th</sup> day of August,  
1998.

  
Notary Public

My Commission expires:

6-13-01



MHODMA DPDOCS,284799,1

98 K082486



STATE OF IL )  
COUNTY OF DeWitt ) SS.

I, a Notary Public in and for said County in the State aforesaid, do hereby  
certify that Edward J. Dancy, Vice President of West Suburban Bank, an  
Illinois corporation who is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument as such Vice President, appeared before me this day in  
person and acknowledged that he/she signed and delivered said instrument pursuant to  
authority given by the Board of Directors of said corporation, as his/her own free and  
voluntary act and as the free and voluntary act of said corporation for the uses and purposes  
therein set forth therein.

GIVEN under my hand and Notarial seal this 17th day of August,  
1998.



Notary Public

My Commission expires:

OFFICIAL SEAL  
CHRISTINE PAWLAK  
Notary Public, State of Illinois  
My Commission Expires 11-30-98



STATE OF ILLINOIS  
COUNTY OF DUPAGE

SS.

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that JAMES L. SHERIDAN Managing Member of H.P. Kirk Partners II, L.L.C., an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein.

GIVEN under my hand and Notarial Seal this 17th day of

August, 1998.

Notary Public

My Commission expires:

05/05/02





**EXHIBIT "B"**  
**Legal Description of Shopping Center**

That part of the Southwest 1/4 of Section 24 and part of the Northwest 1/4 of Section 25, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Northwest corner of Charlestowne Centre Mall, St. Charles, Kane County, Illinois: thence South 09 degrees, 26 minutes, 46 seconds West, along the West line of said Charlestowne Centre Mall, a distance of 1811.90 feet, to the Northerly line of Main Street (Illinois State Route 64); thence Westerly along a curve that is convex to the North having a radius of 21,550.94 feet and a chord bearing of South 89 degrees, 56 minutes, 00 seconds West, an arc distance of 432.82 feet; thence South 89 degrees, 21 minutes, 29 seconds West a distance of 157.92 feet along the North line of Main Street; thence North 43 degrees, 38 minutes, 31 seconds West a distance of 66.01 feet to the Easterly line of Kirk Road; thence North 03 degrees, 22 minutes, 01 seconds East a distance of 103.56 feet; thence continuing Northerly along the Easterly line of Kirk Road on a curve that is convex to the East having a radius of 6050.00 feet, an arc distance of 897.52 feet; thence North 05 degrees, 07 minutes, 59 seconds West, a distance of 269.85 feet; thence North 84 degrees, 52 minutes, 01 seconds East a distance of 10.58 feet; thence continuing on a curve that is convex to the South having a radius of 627.73 feet, an arc distance of 288.98 feet; thence continuing on a compound curve that is convex to the South having a radius of 673.94 feet, an arc distance of 124.00 feet, thence North 47 degrees, 56 minutes, 54 seconds East, a distance of 269.69 feet; thence continuing on a curve that is convex to the North having a radius of 496.00 feet, an arc distance of 325.21 feet; thence North 85 degrees, 30 minutes, 53 seconds East a distance of 89.09 feet; thence South 13 degrees, 24 minutes, 02 seconds East, a distance of 5.98 feet to the Point of Beginning, in the City of St. Charles, in Kane County, Illinois.

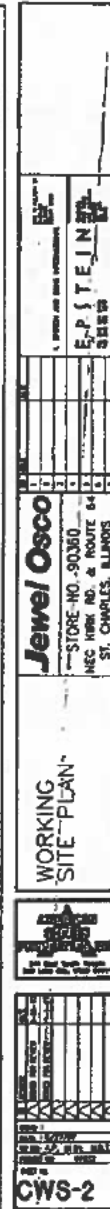
Commonly Known As: Vacant land on the East side of Kirk Road  
St. Charles, Illinois

P.I.N.: 09-25-108-034

Store No. 01-90360  
St. Charles, Illinois

98 K082486





**POPE CATHOLIC**  
Records Not Responsible  
For Reproductions

98 K 082486

98 K 082486



6  
2024K028210

Sandy Wegman  
RECORDER - KANE COUNTY, IL

RECORDED: 8/9/2024 02:40 PM  
REC FEE: 81.00 RHSPS FEE: 18.00  
PAGES: 23

CC112303351118-35WJ-DS  
SPACE ABOVE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO CONSTRUCTION, OPERATION  
AND RECIPROCAL EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (this "First Amendment") is made as of the 16 day of August, 2024, by and among OLD SECOND NATIONAL BANK, a national banking association and successor-by-merger to West Suburban Bank ("Lot 1 Owner"), NADG NNN OTB (STC-IL) LP, a Delaware limited partnership ("Lot 2 Owner"), FHS JEWEL PARCEL LLC, a Delaware limited liability company ("Lot 3 and 5 Owner"), and FHS PLAZZA LLC, a Delaware limited liability company ("Lot 4 Owner").

**WITNESSETH**

WHEREAS, H.P. Kirk Partners, L.L.C., an Illinois limited liability company ("Developer"), Inland Real Estate Corporation, a Maryland corporation ("Inland"), and West Suburban Bank, an Illinois corporation, not individually but as Trustee under Trust Agreement dated July 24, 1998 and known as Trust No. 10755 ("Bank"), and H.P. Kirk Partners II, L.L.C., an Illinois limited liability company ("Kirk"), made and executed that certain Construction, Operation and Reciprocal Easement Agreement, dated as of August 5, 1998 and recorded September 11, 1998 as Document 98K082487 with the Recorder's Office of Kane County, Illinois (collectively, the "Agreement"), with respect to that certain Property (as defined in the Agreement), which Property is more specifically described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Lot 1 Owner, is the successor-in-interest to Bank and the owner of the Bank Parcel; and



WHEREAS, Lot 2 Owner is the successor-in-interest to Kirk and the owner of the Kirk Parcel; and

WHEREAS, Lot 3 and 5 Owner and Lot 4 Owner are successors-in-interest to Inland and, collectively, own Lot 3, Lot 4 and Lot 5 in the Shopping Center; and

WHEREAS, the City of St. Charles ("Lot 6 Owner") is the successor-in-interest to Inland and owns Lot 6 in the Shopping Center; and

WHEREAS, Lot 1 Owner, Lot 2 Owner, Lot 3 and 5 Owner and Lot 4 Owner and Lot 6 Owner, collectively, are all of the owners of the Property; and

WHEREAS, the parties hereto hereby desire to amend the Agreement in the manner set forth herein; and

WHEREAS, Lot 6 Owner shall provide a separate consent to this First Amendment indicating its agreement and approval with the terms set forth herein.

NOW, THEREFORE, in consideration of the benefits accruing to each of the Lots from the easements and restrictions set forth in the Agreement to be modified hereby, the parties hereby amend the Agreement as follows:

1. Recitals; Defined Terms. The Recitals are hereby incorporated herein by reference. Any terms with initial capitalized letters set forth in this Amendment which are not otherwise defined shall be deemed to have the meaning set forth in the Agreement.

2. Site Plan. The Site Plan attached as Exhibit D is hereby deleted in its entirety and the site plan attached to this Amendment as Exhibit D-1 shall be inserted in lieu thereof. All references to "site plan" or to "Exhibit D" shall hereinafter refer to Exhibit D-1. It is further understood and agreed that Lot 3 and 5 Owner and Lot 4 Owner shall have the right to make any and all changes to the site plan or to the Shopping Center without further consent or approval of any other party and notwithstanding anything contained in the Agreement to the contrary; provided that none of such changes shall have a material adverse effect on access from a public right of way, stormwater drainage or utilities. All references to "Lot 3," "Lot 4," "Lot 5" and "Lot 6" under this First Amendment shall refer to those parcels as shown on the site plan.

3. Valet Parking. Notwithstanding anything contained in Section 1.1(b) of the Agreement to the contrary, it is acknowledged and agreed that valet parking shall be allowed on that portion of the Property designated as Lot 4 on Exhibit D-1.

4. Easement for Sign. The Lot 1 Owner grants to the Lot 3 and 5 Owner and its respective employees, agents, contractors, customers, invitees and licensees (collectively, the "Permittees") an easement under, through and across the Common Areas on the Bank Parcel for the installation, operation, maintenance, repair and replacement of a free-standing monument or pylon sign and all utility lines appurtenant thereto in the location identified on the Site Plan (the "Pylon Sign"), which Pylon Sign shall not be subject to any height limitation. The Lot 1 Owner



shall have the right to install one (1) sign panel on each side of the Pylon Sign to advertise the business located on the Bank Parcel, which panel shall be in a location mutually agreed upon by Lot 1 Owner and Lot 3 and 5 Owner. The Lot 3 and 5 Owner shall bear all costs related to the installation, maintenance, repair and replacement of the Pylon Sign and shall repair any damage to the Common Area on the Bank Parcel resulting therefrom.

5. Easement for Access. The Lot 1 Owner hereby grants to the Lot 4 Owner and its Permittees a perpetual, non-exclusive easement for ingress and egress over, upon and across the driveway located on the Bank Parcel which is crosshatched on Exhibit D-2 (the "Bank Driveway Easement"). The location of the Bank Driveway Easement shall not be altered or relocated without the prior written consent of Lot 4 Owner. Further, any use of the Bank Driveway Easement shall not block access into the Bank Parcel during regular business hours.

6. Developer and Inland. The Lot 3 and 5 Owner and the Lot 4 Owner shall, collectively, serve as the "Developer" and "Inland" under the Agreement for purpose of providing any approvals required by such parties under the Agreement.

7. Memorandum of Lease. The Memorandum of Lease attached to the agreement as Exhibit F is hereby deleted in its entirety and the Amended and Restated Memorandum of Lease attached hereto as Exhibit F-1 is hereby inserted in lieu thereof. All references to the Memorandum of Lease or to Exhibit F in the Agreement shall hereinafter refer to the Amended and Restated Memorandum of Lease attached hereto as Exhibit F-1. Each party further consents to the recording of such Amended and Restated Memorandum of Lease against its respective Parcel.

8. Notices. Section 3.7 of the Agreement is hereby deleted and the following shall be inserted in lieu thereof:

"Section 3.7 Notices. Any notice to be given hereunder by either of the parties hereto to the other may be personally delivered, delivered by contract carrier, or may be deposited in the United States mail, registered or certified, postage prepaid and return receipt requested, addressed to the party for whom intended as follows:

To Lot 1 Owner:

Old Second National Bank  
3010 Highland Parkway, Suite 700  
Downers Grove, IL 60515  
Attention: Roberto T. Tirona  
Email: btirona@oldsecond.com

To Lot 2 Owner:

NADG NNN OTB (STC-IL) LP  
3131 McKinney Avenue  
Suite L10



Dallas, Texas 75204  
Attn: Stephen Preston  
Email: spreston@nadgus.com

To Lot 3 and 5 Owner:

FHS Jewel Parcel LLC  
1307 Schiferl Road  
Bartlett, Illinois 60103  
Attention: Pat Greco  
Email: pat@gsifamily.com

To Lot 4 Owner:

FIIS Piazza LLC  
1307 Schiferl Road  
Bartlett, Illinois 60103  
Attention: Pat Greco  
Email: pat @gsifamily.com

9. Conflict. Except as modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

10. Successors. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-title and assigns.

11. Counterparts. This Amendment may be signed in any number of counterparts, each of which will be deemed to be an original, and all counterparts will constitute one and the same agreement.

12. Governing Law. This Amendment shall be construed, interpreted and enforced under the laws of the State of Illinois.

[Signature and Acknowledgment Pages Follow]



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

LOT 1 OWNER:

OLD SECOND NATIONAL BANK,  
a national banking association

[Redacted Signature]

Name: JAMES WAGNER  
Title: SENIOR VICE PRES.

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by JAMES WAGNER, as S.V.P. of OLD SECOND NATIONAL BANK a  
S.V.P., on behalf of the BANK. S/he is personally known to me or  
has produced a driver's license as identification.

[Redacted Signature]  
NOTARY PUBLIC

KAREN HORNE  
Print or Stamp Name of Notary

My Commission Expires: 12/21/2025

[Notarial Seal]









LOT 2 OWNER:

NADG NNN OTB (STC-IL) LP,  
a Delaware limited partnership

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

Name: Stephen Preston

Title: ASO

STATE OF Texas )

COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 31st day of July, 2024,  
by Stephen Preston, as ASO of NADG NNN OTB (STC-IL) LP, a  
limited partnership, on behalf of the partners: S/he is personally known to me or  
has produced a driver's license as identification.

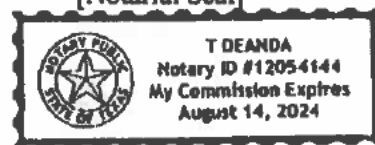
\_\_\_\_\_  
NOTARY PUBLIC

T. Deanda

Print or Stamp Name of Notary

My Commission Expires: 8-14-24

[Notarial Seal]





LOT 3 AND 5 OWNER:

**FHS JEWEL PARCEL LLC,**  
a Delaware limited liability company

By: [REDACTED]

Name: Pasquale Greco

Title: Authorized Signatory

STATE OF IL

COUNTY OF DePage

The foregoing instrument was acknowledged before me this 31st day of July, 2024, by Pasquale Greco, as the Authorized Signatory of FHS Jewel Parcel LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

[REDACTED]  
NOTARY PUBLIC

Christine Scimeca

Print or Stamp Name of Notary

My Commission Expires:

April 05, 2025

[Notarial Seal]





LOT 4 OWNER:

**FHS PIAZZA LLC,**  
a Delaware limited liability company

By: [REDACTED]  
Name: Pasquale Greco  
Title: Authorized Signatory

STATE OF IL  
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 21st day of July 2024, by Pasquale Greco, as the Authorized Signatory of FHS PIAZZA LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

[REDACTED]

Christine Scimeca  
Print or Stamp Name of Notary

My Commission Expires:

April 5th, 2025

[Notarial Seal]





**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**LOTS 1-6 IN STUART'S CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98K083752, IN KANE COUNTY, ILLINOIS.**

**PINS: 09-25-178-004 (Lot 1), 09-25-178-005 (Lot 2); 09-25-178-002 (Lot 3); 09-25-178-003 (Lot 4); 09-25-178-001 (Lot 5); 09-25-178-002; 09-25-128-001 (Lot 6)**

**Common Address: NEC of Main Street (Route 64) and Kirk Road, St. Charles, Illinois**



EXHIBIT D-1

SITE PLAN

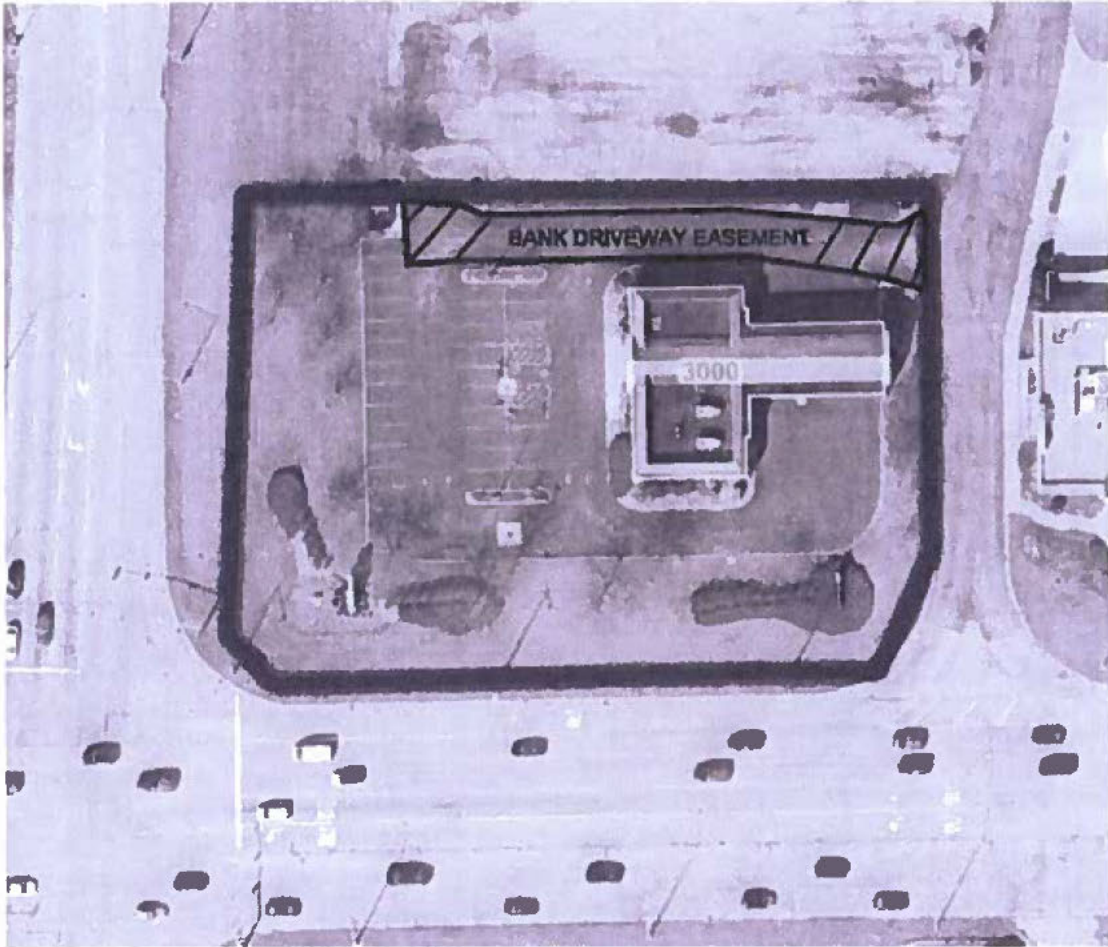






EXHIBIT D-2

BANK DRIVEWAY EASEMENT





**EXHIBIT F-1**

**AMENDED AND RESTATED MEMORANDUM OF LEASE**



Recording Requested By and  
When Recorded Return To:

Jewel Food Stores, Inc.  
c/o The Albertsons Companies  
5918 Stoneridge Mall Road  
Pleasanton, CA 94588  
Attn: Marilyn K. Beardsley, Esq.

**AMENDED AND RESTATED**

**MEMORANDUM OF LEASE**

This Amended and Restated Memorandum of Lease (this "Memorandum") is entered into as of the 19<sup>th</sup> day of July, 2024, between SVAP III STUARTS CROSSING, LLC, a Delaware limited liability company ("Landlord"), and JEWEL FOOD STORES, INC., an Ohio corporation ("Tenant").

1. **Premises.** For sufficient consideration received, and the terms and conditions more particularly set forth in that certain Lease dated as of February 23, 1998 (the "Original Lease"), by and between H. P. Kirk Partners, L.L.C., an Illinois limited liability company ("Original Landlord") and Jewel Food Stores, Inc., a New York corporation ("Original Tenant"), as amended by that certain First Amendment to Lease dated as of April 1, 1998, , that certain Second Amendment to Lease dated as of June 8, 1998, and that certain Third Amendment to Lease dated as of January 4, 2018, and that certain Fourth Amendment to Lease of even date herewith (collectively, the "Lease"), Landlord (as successor-in-interest to Original Landlord), leases to Tenant (as successor-in-interest to Original Tenant), and Tenant leases from Landlord, the land at the northeast corner of Route 64 and Kirk Road in the City of St. Charles, County of Kane, State of Illinois (the "Premises Land"), which land is outlined and marked "Jewel/Osco" on the site plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"), together with all easements, rights-of-way, rights, privileges, benefits and appurtenances now or hereafter belonging thereto or commonly enjoyed therewith, the building constructed thereon containing approximately seventy thousand five hundred twenty-nine (70,529) ground floor square feet (the "Building"), and other improvements constructed thereon (all of which are collectively called the "Premises"). The Premises Land is part of a larger parcel[s] of land to be developed into a shopping center (the "Shopping Center") as depicted on the Site Plan. The Shopping Center is legally described on Exhibit "B" attached hereto and incorporated herein by reference.

2. **Restrictions.** By virtue of the Lease, Tenant, its subtenants, invitees, customers and employees and parties holding possessory rights in the Premises shall have, and are hereby granted, the use in common with Landlord and other tenants of Landlord and their respective invitees, customers, employees and parties holding possessory rights in the Shopping Center, of the portions of the Shopping Center required by the terms of the Lease to be devoted to the purposes of driving and parking motor vehicles, loading and unloading of motor vehicles and vehicular and pedestrian ingress and egress to and from and within the Shopping Center (all of which are referred to as the "Common Areas"). Additional rights and obligations are granted by the Lease to such parties in



connection with the construction and maintenance of utility facilities necessary to the Shopping Center. The Shopping Center shall be constructed in accordance with the layout of the Building Areas and Common Areas as shown on the Site Plan and otherwise in compliance with the terms of the Lease. All buildings constructed in the Shopping Center shall be located wholly within the areas shown as "Building Areas" on the Site Plan and the same may not exceed the square footage set forth on the Site Plan for each such building. Additional use and development restrictions and maintenance, development and performance obligations with regard to the Premises and the Shopping Center (including signs thereon) are specified in the Lease.

In addition to other restrictions and obligations set forth in the Lease, the Lease provides that the types of uses permitted in the Shopping Center shall be of a retail and/or commercial nature found in first class shopping centers of a similar size in the metropolitan marketing area in which the Shopping Center is located.

The Lease provides, in part, that no premises (nor any part thereof) in the Shopping Center other than the Premises, shall be (i) used or occupied as a retail supermarket, drug store or combination thereof, nor (ii) used for the sale of any of the following: (a) fish or meat (except in prepared form by a restaurant operation expressly permitted in the Lease); (b) liquor or other alcoholic beverages in package form, including, but not limited to, beer, wine and ale (except as expressly permitted in the Lease); (c) produce; (d) floral items; (e) any combination of food items sufficient to be commonly known as a convenience food store or department; and (f) items requiring dispensation by or through a pharmacy or requiring dispensation by or through a registered pharmacist. No premises (nor any part thereof) in the Shopping Center shall be given the exclusive right to conduct financial services, (including, but not limited to, installation of automatic teller machines) such that Tenant is precluded from conducting financial services in the Premises.

In addition, the following uses in the Shopping Center are prohibited or restricted, as more particularly set forth in the Lease: (a) offices; (b) funeral homes; (c) production, manufacturing, industrial, or storage uses, except for storage and/or production of products incidental to the retail sale thereof from the Shopping Center; (d) training or educational facilities ("training or educational facilities" includes, but are not limited to, a beauty school, child care facility, barber college, library, reading room, museum, church, school, place of instruction, or any other operation catering primarily to students or trainees rather than to customers); (e) restaurants; (f) car washes, gasoline or service stations, or the displaying, repairing, renting, leasing, or sale of any motor vehicle, boat or trailer; (g) dry cleaner with on-premises cleaning; (h) uses which create a nuisance or materially increase noise or the emission of dust, odor, smoke, gases, or materially increase fire, explosion or radioactive hazards in the Shopping Center; (i) businesses with drive-up or drive-through lanes; (j) second-hand stores, thrift stores, or flea markets; (k) uses involving any Hazardous Material (as defined in the Lease); (l) cigarette store, smoke shop or vape store; (m) pornographic or "adult" store, or any establishment selling sex toys and/or books, magazines, videos or other materials intended for sexual arousal; (n) massage parlor; (o) discotheque, night club, dance hall, music hall or banquet hall; (p) hotel, motel or residential facility; or (q) "entertainment or recreational facilities" (defined as including, but not limited to a bowling alley, skating rink, trampoline park, sports facility, pickleball club, games arcade, theater, billiard room or pool hall, gymnasium, health club, or fitness center).



Further, the parking and other common facilities at the Shopping Center shall not be burdened by either large scale or protracted use by persons other than customers of occupants of the Shopping Center, and each Building Area shall be served primarily by the parking filed located on its own parcel. Valet parking may be offered south of the Main Drive Boundary Line shown on the Site Plan provided that an area south of the Main Drive Boundary Line is designated for the exclusive parking of valeted vehicles and all valeted vehicles are parked in such designated area (and in no event on any of the Common Area north of the Main Drive Boundary Line).

All buildings and structures built in the Shopping Center, including new construction, reconstruction and remodeling, shall be architecturally compatible with the Building. After the initial development of any portion of the Shopping Center, prior to the commencement of any reconstruction, redevelopment or remodeling of any building or structure in the Shopping Center which differs materially from such existing building or structure, Landlord will first obtain Tenant's written approval that the exterior design and elevation of such building and/or remodeling is architecturally compatible with the Building, which approval shall not be unreasonably withheld or delayed. Tenant agrees to respond to a request for such approval within ten (10) business days of its receipt of a written submission for approval, which submission shall include the pertinent information and drawings, or such request shall be deemed approved.

No building constructed in the Shopping Center shall consist of more than one (1) story plus mezzanine (i.e., any floor area above the ground floor that does not extend over the entire ground floor area and which is used in connection with the primary commercial use of such building but is not used as a sales area or generally open to the public), except that the building designated as Retail Building 4 on the Site Plan shall be permitted to have two (2) stories and a maximum building height of forty (40) feet and the building designated as Building 2 on the Site Plan shall be permitted to have a rooftop deck amenity. No building or other structure constructed or located in Outparcel 1 shall exceed twenty-five (25) feet in height. No mezzanine or basement of any building in the Shopping Center shall be used as an area for sales or display or open to the public generally.

The restrictions set forth herein shall be deemed to be restrictions and covenants, and shall be a servitude upon the entire Shopping Center, shall run with the land and shall be binding upon any person acquiring any interest in any part of the Shopping Center.

3. Term. The "Original Term" of the Lease shall expire at midnight on July 28, 2034, subject, however, to Tenant's rights to extend the Original Term as more particularly set forth in the Lease.

4. Successors. The rights and obligations created in the Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective restrictions, covenants and obligations pertaining to the Premises and the Shopping Center shall run with the land.

5. Incorporation; Defined Terms and Conflicts. All of the terms and conditions of the Lease are incorporated herein by reference as though set forth fully herein. Any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Lease. In the event of any conflict between the terms hereof and of the Lease, the Lease shall prevail.



6. Restatement. This Memorandum amends and restates that certain Memorandum of Lease, dated as of February 23, 1998, entered into by and between Original Landlord and Tenant, and recorded on September 11, 1998, as Document 98K082486 with the Kane County Recorder.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, this Memorandum is executed as of the date first above written.

"LANDLORD"

SVAP III STUARTS CROSSING, LLC, a Delaware limited liability company

By: Sterling Value Add Investments III, LLC, a Delaware limited liability company, its sole Member

By: SVAP III GP, LLC, a Delaware limited liability company, its Manager

By:   
Name: Bob Dake  
Title: Vice President



"TENANT"

JEWEL FOOD STORES, INC.,  
an Ohio corporation



Its: Vice President



STATE OF Ohio )  
 )  
COUNTY OF Hamilton ) : ss.

On the 30<sup>th</sup> day of July, 2024, before me a Notary Public in and for such state, personally appeared Bob Dake, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President or on behalf of SVAP III GP, LLC, a Delaware limited liability company, the Manager of Sterling Value Add Investments III, LLC, a Delaware limited liability company, which in turn is the sole Member of SVAP III Stuarts Crossings, LLC, a Delaware limited liability company, and acknowledged to me that such company executed the within instrument pursuant to its management agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
NOTARY PUBLIC

Residing at: Cincinnati, Ohio

My Commission Expires:

02/13/2025





## TENANT'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

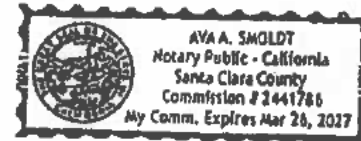
COUNTY OF Alameda )

On July 19, 2014 before me, Ava A. Smoldt Notary Public, personally appeared Harilyn Benda in her capacity as Vice President of Jewel Food Stores, Inc., an Ohio corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

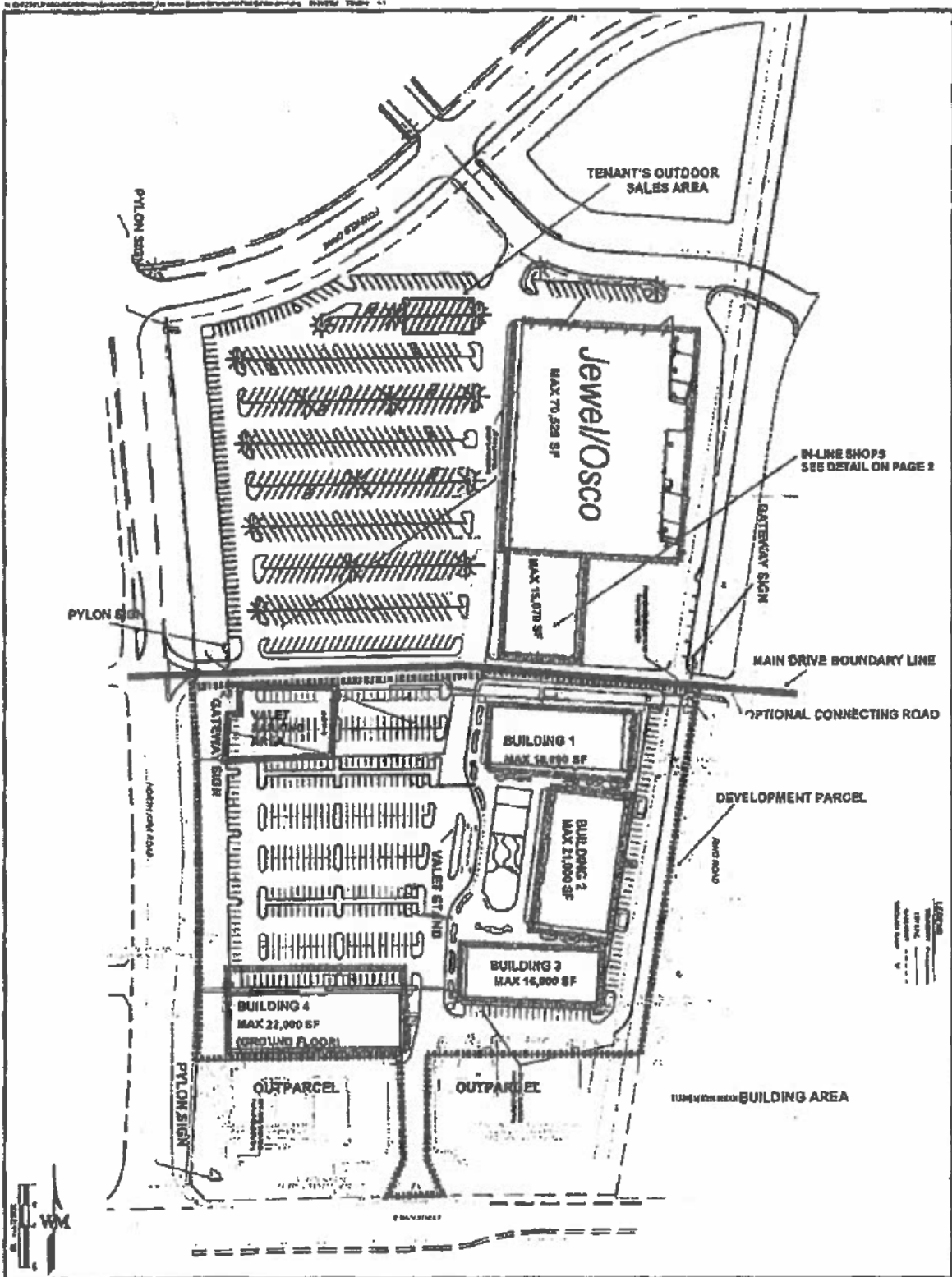




**EXHIBIT "A"**

**SITE PLAN**





CAUTION: IF THIS SHEET IS NOT SIGNED, IT IS A REDUCED PRINT.

LEASE EXHIBIT	
NO.	DATE
1	1/1/17

**FOX HAVEN SQUARE**

542 N KIRK RD,  
ST. CHARLES, IL 60174

1115 E 11th St  
St. Charles, IL 60174  
Tel: 631.233.1115

**WARE MALCOMB**

2015 N 1st St  
St. Charles, IL 60174  
Tel: 631.233.1115



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF SHOPPING CENTER**

**LOTS 1-6 IN STUART'S CROSSING RETAIL, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NUMBER 98K083752, IN KANE COUNTY, ILLINOIS.**

**PINS: 09-25-178-004 (Lot 1), 09-25-178-005 (Lot 2); 09-25-178-002 (Lot 3); 09-25-178-003 (Lot 4); 09-25-178-001 (Lot 5); 09-25-178-002; 09-25-128-001 (Lot 6)**

**Common Address: NEC of Main Street (Route 64) and Kirk Road, St. Charles, Illinois**