

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, MAY 19, 2025
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

2. Roll Call

3. Administrative

4. Omnibus Vote

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. Information Technology

*a. Recommendation to approve a **Resolution** authorizing an agreement with Intellias, Inc. to perform Infor Lawson implementation services for \$27,200.

*b. Recommendation to approve a **Resolution** authorizing the purchase of one year of CityView support and maintenance services from Harris Computer Systems for \$39,419.

*c. Recommendation to approve a **Resolution** authorizing the approval of an Esri Small Government Enterprise License Agreement for \$42,200 per year for three years.

6. Police Department

a. Recommendation to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.

b. Recommendation to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.

c. Recommendation to approve City property use and parking lot closure for the annual Farmers Market from June through October.

- d. Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary's Park on October 18, 2025.
- e. Recommendation to approve amplification and the parking lot closure of City Lot B for the CF Cycle for Life Bicycle Event.
- f. Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2025 Fox Valley Marathon.
- g. Recommendation for approval for amplification and use of a portion of First Street Plaza for the 2025 Jazz Weekend.

7. Fire Department

- a. Recommendation to Approve the Comprehensive Staffing and Standards of Coverage Report for the Fire Department.

8. Public Comment

9. Additional Items from Mayor, Council or Staff

10. Executive Session

- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- Personnel – 5 ILCS 120/2(c)(1)

11. Adjournment

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. 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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *5a
	Title:	Resolution authorizing an agreement with Intellias, Inc. to perform Infor Lawson implementation services for \$27,200	
	Presenter:	Larry Gunderson, Director of Information Technology	
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost: \$27,200		Budgeted Amount: \$33,550 (FY 25)	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p>Executive Summary (if not budgeted, please explain):</p> <p>Infor Lawson is the City’s enterprise resource planning (ERP) application. Lawson software supports critical business processes such as human resources, payroll, financial accounting, procurement, accounts payable, and more. Infor will no longer provide software upgrades for a critical component of the overall Lawson environment, and a replacement component has been made available.</p> <p>Through past competitive purchasing processes, Intellias has been chosen to perform several full environment upgrades since 2019. Given their work on the prior full upgrades, Intellias has a thorough and unique understanding of the complex technology components required to run the Infor Lawson environment. The services to be performed for the proposed scope of work are focused on the update of a critical component of the Infor Lawson environment.</p> <p>Since the costs for the component update were budgeted in FY 25 and not spent, staff will use savings from other projects in FY 26 to fund the initiative.</p>			
<p>Attachments (please list):</p> <p>Resolution, Bid Waiver Form</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommend approval of a resolution authorizing an agreement with Intellias, Inc. to perform Infor Lawson implementation services for \$27,200.</p>			

**City of St. Charles, Illinois
Resolution No.**

**A Resolution Authorizing an Agreement with Intellias, Inc. for
Infor Lawson Implementation Services in the submitted
amount**

**Presented & Passed by the
City Council on**

WHEREAS, the City uses Infor Lawson Enterprise Resource Planning software in support of critical business processes; and

WHEREAS, Infor will no longer provide updates to the installed version of a component of its technology platform and has made a replacement component available; and

WHEREAS, Intellias, Inc has provided outstanding services in support of the City's Infor Lawson environment since 2019 and has a thorough and unique understanding of the environment; and

WHEREAS, Intellias, Inc has provided a cost for services to complete the implementation that is below the City's budgeted amount;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that an agreement be approved with Intellias, Inc. in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2025

PASSED by the City Council of the City of St. Charles, Illinois, this ___ day of _____, 2025

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____, 2025

Clint Hull, Mayor

Resolution No. _____
Page 2

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



Bid Waiver ■ One Time Today through _____

Description: Services from Intellias, Inc. to perform Infor Lawson implementation

Requested Vendor: Intellias, Inc.

Requested By: Larry Gunderson Date: 05/12/2025

Approval: Larry Gunderson Department Head Lawrence E. Gunderson Signature
Digitally signed by Lawrence E. Gunderson Date: 2025.05.12 16:25:30 -05'00'

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$ 27,200 for this one-time order, and/or \$ _____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. **Justification for Bid Waiver:**

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

- These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *5b
	Title:	Resolution authorizing the purchase of one year of CityView support and maintenance services from Harris Computer Systems for \$39,419	
Presenter:	Larry Gunderson, Director of Information Technology		
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost: \$39,419	Budgeted Amount: \$41,930	Not Budgeted: <input type="checkbox"/>	
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The City's community development tracking and permitting software system, CityView, has been in use since 2004. CityView software is used by the Community Development Department to track and manage the submittal, review and approval of development projects, the review and issuance of building permits, and the management of code enforcement violations.</p> <p>This maintenance contract provides technical support and product upgrades for CityView software for the covered period of one year, July 1, 2025 to June 30, 2026. Since CityView software is only licensed and supported by Harris Computer Systems, Harris is the sole provider of these services.</p>			
Attachments (please list):			
CityView Software Maintenance Agreement Resolution Bid Waiver Form			
Recommendation/Suggested Action (briefly explain):			
Recommend approval of a resolution authorizing the purchase of one year of CityView support and maintenance services from Harris Computer Systems for \$39,419.			

City of St. Charles, Illinois
Resolution No.

A Resolution Authorizing the purchase of one year of CityView Software Support and Maintenance Services from Harris Computer Systems in the submitted amount

**Presented & Passed by the
City Council on**

WHEREAS, since 2004, Harris Computer Systems, and its predecessor, Municipal Software, have provided Community Development Management software to the City;

WHEREAS, Harris Computer Systems, as the owner and developer of the software, is the sole provider of software maintenance and support for the CityView software application;

WHEREAS, Harris Computer Systems submitted pricing for CityView software maintenance and support for the period of one year, July 1, 2025 to June 30, 2026;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Harris Computer Systems in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2025

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2025

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2025

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



Bid Waiver One Time Today through 6/30/2026

Description: Annual software maintenance for Harris CityView Community Development Software

Requested Vendor: Harris Software

Requested By: Larry Gunderson Date: 5/12/2025

Approval: Larry Gunderson Department Head Lawrence E. Gunderson Signature
Digitally signed by Lawrence E. Gunderson Date: 2025.05.12 17:25:19 -05'00'

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$ _____ for this one-time order, and/or \$ 39,419 for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. **Justification for Bid Waiver:**

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warranted item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: Annual software maintenance for CityView is only available from Harris Software.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *5c																
	Title:	Resolution authorizing the approval of an Esri Small Government Enterprise License Agreement for \$42,200 per year for three years																	
	Presenter:	Larry Gunderson, Director of Information Technology																	
Meeting: Government Operations Committee		Date: May 19, 2025																	
Proposed Cost: \$126,600 (\$42,200 per year)		Budgeted Amount: \$43,000 (FY 26)	Not Budgeted: <input type="checkbox"/>																
TIF District: None																			
<p>Executive Summary: Geographic Information Systems (GIS) is used at the City to manage utility infrastructure, property information, emergency management, and all other geospatial data to communicate information to City staff through targeted applications and analysis. GIS also provides public information through interactive web applications such as My Property Info, Interactive Zoning Map, and the Capital Improvement Application.</p> <p>In lieu of individually licensing GIS software, Esri, the City's software provider, offers a small government Enterprise License Agreement (ELA) for cities with populations between 25,001 and 50,000. The ELA provides the City unlimited access to the primary software and extensions, 100 named creators to ArcGIS Enterprise and unlimited virtual training. The ELA enables a combined \$88,000 in cost savings over the same three-year period when compared to purchasing each software application individually from Esri.</p> <p>Staff is recommending a new three-year agreement with Esri for \$42,200 per year.</p> <table border="1" data-bbox="415 1285 1253 1446"> <thead> <tr> <th></th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> </tr> </thead> <tbody> <tr> <td>Enterprise License Agreement</td> <td>\$42,200</td> <td>\$42,200</td> <td>\$42,200</td> </tr> <tr> <td>3 Year Total</td> <td></td> <td></td> <td>\$126,600</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Year 1	Year 2	Year 3	Enterprise License Agreement	\$42,200	\$42,200	\$42,200	3 Year Total			\$126,600				
	Year 1	Year 2	Year 3																
Enterprise License Agreement	\$42,200	\$42,200	\$42,200																
3 Year Total			\$126,600																
<p>Attachments (please list): Resolution Bid Waiver Form</p>																			
<p>Recommendation/Suggested Action (briefly explain): Recommendation to approve a resolution authorizing an Esri Small Government Enterprise License Agreement for \$42,200 per year for three years.</p>																			



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

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These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____

**City of St. Charles, Illinois
Resolution No.**

**A Resolution Authorizing an agreement with Esri for an Enterprise
License Agreement in the submitted amount**

**Presented & Passed by the
City Council on**

WHEREAS, the City's Geographic Information Systems is a core technology that is used at the City for many essential business processes; and

WHEREAS, the City's Geographic Information Systems' applications and data are reliant on said license agreement;

WHEREAS, Esri submitted pricing for a small government Enterprise Licensing Agreement for the period of three years, July 8, 2025 to July 7, 2028;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, an Agreement be approved with Harris Computer Systems in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2025

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of _____, 2025

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of _____, 2025

Clint Hull, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Recommendation to approve a Proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, Located at 106 E Main St, St. Charles.	
	Presenter:	Acting Police Chief Eric Majewski	
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St is requesting approval of a C-1 liquor license application for their business.</p> <p>This business was previously The Crazy Fox.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.			



Memo

Date: 5/13/2025
To: Clint Hull, Mayor-Liquor Commissioner
From: Eric Majewski, Deputy Chief of Police
Re: Background Investigation- Three Gingers LLC., dba Fox Social Bar and Grill, 106 E. Main St., St. Charles (Class C-1)

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.

Fox Social Bar and Grill is located at 106 E. Main St, which has been known as the Crazy Fox for the past few years. The owners, Roger and Sheri Greenhagel, plan minor renovations and intends to open sometime after official purchase in May. The business will operate as a 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): Roger, Sheri and Brynn Greenhagel

BUSINESS: Fox Social Bar & Grille

ADDRESS: 106 E. Main Street St. Charles, Illinois 60174

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

* COMMENTS: _____

INVESTIGATOR ASSIGNED: [Redacted Signature]

SUPERVISOR REVIEW: [Redacted Signature]



Memo

Date: 04/18/2025
To: Deputy Chief Eric Majewski #317
From: Commander Drew Lamela #340
Re: Liquor License Background / Fox Social Bar & Grille

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-1 license and Class B/C Late Night, 1:00am license for the business, Fox Social Bar & Grille. Class C-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-1 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.

Applicants:

Greenhagel, Roger S.

DOB: [REDACTED]
[REDACTED]

St. Charles, Illinois 60174

Telephone: [REDACTED]

Greenhagel, Sheri Lynn

DOB: [REDACTED]
[REDACTED]

St. Charles, Illinois 60174

Telephone: [REDACTED]

General Manager:

Greenhagel, Brynn T.

DOB: [REDACTED]
[REDACTED]

St. Charles, Illinois 60174

Telephone: [REDACTED]



Application:

The application was received on 03/18/2025. The application is complete to include a lease, menu, Certificate of Insurance (Dram Shop), floor plan and Basset Certifications. The Basset Certifications are for Roger Greenhagel and the General Manager, Brynn Greenhagel (Daughter of Roger & Sheri). Roger and Sheri do not plan on working / serving alcohol at the establishment in any capacity.

A check of the Illinois Secretary of State showed Three Gingers II, LLC in active status. Three Gingers II, LLC dba Fox Social Bar & Grille was filed on 03/20/2025.

A check of the Illinois Liquor Control Commission revealed no record of Roger, Sheri and Brynn Greenhagel ever possessing an Illinois Liquor License.

Roger, Sheri and Brynn Greenhagel submitted fingerprints to both the FBI and Illinois Bureau of Identification. All prints came back with negative criminal histories.

Records Check: Roger Greenhagel

Roger resides at [REDACTED] with his wife, Sheri, and daughter, Brynn. They have resided at this address for approximately 2 months. Prior to residing at this address, Roger and his family resided at [REDACTED]

A check with New World records showed the following contact(s):

- SCPD – 24-16045 – Theft over \$500 – Roger Greenhagel listed as Victim – Case Closed by Adult Arrest

A check with the 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 the Elgin Police Department showed no record.

Records Check: Sheri Greenhagel

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

A check with New World records showed the following contacts with Sheri showed no records that would cause the license to be denied.

A check with the 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 the Elgin Police Department showed no record.

Records Check: Brynn Greenhagel

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

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

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 Brynn.

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 the Elgin Police Department showed no record.

Applicant Interview

On 04/18/2025, at 1000 hours, I met with Roger, Sheri and Brynn at the St. Charles Police Department reference this background investigation. Roger, Sheri and Brynn signed all required waiver forms to allow me to complete this background investigation.

Roger and Sheri stated that they are currently in the process of purchasing the Crazy Fox Bar & Grill, located at 106 E. Main Street in St. Charles, Illinois. In addition to acquiring the business, they are also purchasing the building. Roger indicated that the sale of both the business and the property is expected to be finalized by the end of April or early May 2025. He clarified that neither he nor Sheri will be involved in operating or working at the business. The establishment will be renamed Fox Social Bar & Grille and will be operated by their daughter, Brynn Greenhagel.

Roger explained that he and his wife, Sheri, established an LLC in March 2025—Three Gingers II, LLC—doing business as Fox Social Bar & Grille. He mentioned that a lease has been prepared, and he would essentially be leasing the business from himself (see attached lease). Roger also stated that neither he nor his family has ever held a liquor license in the State of Illinois or any other state.

I asked what led them to purchase Crazy Fox. Brynn explained that after moving into their apartment, her father introduced himself to the bar's owner, who mentioned she was looking to sell the business. Roger considered the opportunity and asked Brynn if she'd be interested in running the bar if he bought it. Brynn agreed, so Roger made an offer, which the owner accepted. Brynn noted that her family had never owned a bar before but thought it would be something new to try.

Brynn stated that she is currently employed at Crazy Fox Bar and Grill and is being trained by the current owner on both service and business operations. Once the purchase is finalized, she plans to retain two of the current cooks and hire a few additional staff members. Brynn advised that she has not yet purchased any product for the business. She also mentioned that she intends to streamline the menu and included a revised version with her application.

Brynn mentioned that once she takes over the business, only minor cosmetic updates will be made, such as repainting and installing a new bar top. She noted that the current owner stores all of the alcohol in a second-floor room, but she plans to relocate the storage to a liquor cage in the basement. Brynn plans to open the business in mid-May 2025 and is applying for a late-night 1:00 am liquor license. She added that on some nights, the bar may close earlier depending on customer traffic. Fox Social Bar & Grille will operate Tuesday through Thursday from 4:00pm to 1:00am, and Friday through Sunday from 11:00am to 1:00am. The business will be closed on Mondays.

Site Visit

On 04/24/2025, at 1035 hours, Commander Vicicondi and I went to Crazy Fox, located at 106 E. Main Street in St. Charles. At the time of our visit, the business was closed to the public. Brynn Greenhagel greeted us and invited us into the business. I noted that there were dark shades covering the windows, preventing me from seeing where the bar and alcohol were located. I informed Brynn that agents of the liquor commission need to be able to see inside of the business from outside without obstruction. Brynn advised that she does not plan on keeping the shades and will be removing them once her family takes over the business.

During the inspection, I noted that there were 14 tables that consisted of high-top tables and regular tables for lunches/dinners. The tables were set up and consistent with the floor plan provided with the application. I also noted 18 bar chairs set up along the bar for patrons. Brynn stated that the floor plan shows 19 chairs, and she took one away to give more room for patrons.

I noted that there were six (6) cash gaming machines on the northeast end of the business. I asked Brynn if she was going to keep the gaming machines or if the current owner was going to return them. Brynn stated that she believes her father, Roger, had applied for a gaming license. I informed Brynn that without an approved gaming license in hand, she would not be allowed to have gaming in the business. Brynn stated that she understood and would confirm with her father if a gaming license was submitted.

I inspected the restrooms, which were clean. I had Brynn show me where she would be storing all product (alcohol). Brynn escorted us to the basement and showed us a liquor cage with a lock on the door. Brynn advised us that all liquor inventory will be stored in the cage. Brynn then escorted us to the kitchen, which was clean. Brynn advised that no renovations would be taking place in the kitchen. I asked Brynn if she planned on making any renovations to the business. Brynn confirmed that she would only be making minor cosmetic changes.

I asked Brynn when she expected to take over the business. She explained that the sale of the business and the property is progressing slowly, but she anticipates the transaction will be finalized by mid-May 2025. Brynn confirmed that Fox Social Bar & Grille will operate Tuesday through Thursday from 4:00 p.m. to 1:00 a.m., and Friday through Sunday from 11:00 a.m. to 1:00 a.m., remaining closed on Mondays. I informed Brynn that she is required to attend the Liquor Control Commission hearing scheduled for May 19, 2025, at 4:30 p.m. in the City Council Chambers. She acknowledged the date and confirmed her attendance. I then concluded my on-site visit and departed the premises.

****NOTE**** I explained to Brynn that if the business transaction takes place before the LCC meeting, she would be unable to operate the business under the existing liquor license, and no alcohol could be sold until a liquor license is issued to Fox Social Bar & Grille. Brynn confirmed that she understood.

This concludes this memorandum.

Respectfully submitted



Commander Drew Lamela #340



CITY OF ST. CHARLES ILLINOIS • 1834

City of St. Charles License Certification

Applicant Name ROGER GREENHAGEL	Business Name FOX SOCIAL BAR & GRILLE
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 104 E MAIN ST. ST. CHARLES, IL 60174

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

[Redacted Signature]

Applicant's Signature

Date 3/18/25

State of Illinois

County of Kane

Signed before me this 18 day of March, 2025, by _____



Laura Kadleryte Notary Public



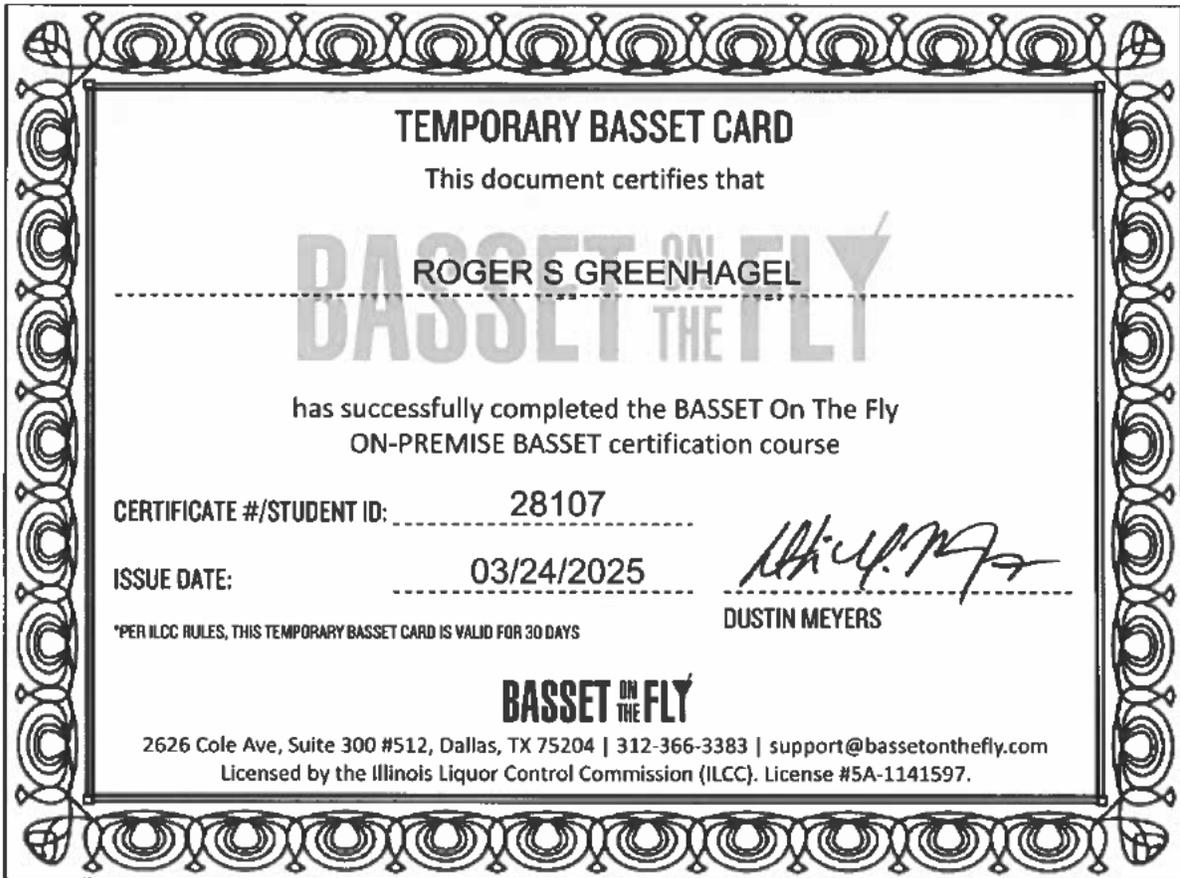
BASSET ON THE FLY

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>.



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Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	THREE GINGERS II, LLC		
Principal Address	104 E MAIN ST SAINT CHARLES, IL 601740000		
File Number	16036803	Status	ACTIVE on 04-02-2025
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	04-02-2025	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	
Agent Information	JOHN P COONEY 1311 BUTTERFIELD RD STE 308 DOWNERS GROVE, IL 60515-5625	Agent Change Date	04-02-2025

Services and More Information

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

Managers	Address
GREENHAGEL, ROGER	[REDACTED]
GREENHAGEL, SHERI	[REDACTED]

Showing 1 to 2 of 2 entries

Previous **1** Next

Form **LLC-5.5**

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

FILE # 15964863

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

Filing Fee: \$150

Approved By: JXD

FILED

MAR 20 2025

**Alexi Giannoulias
Secretary of State**

1. **Limited Liability Company Name:** FOX SOCIAL BAR & GRILL LLC

2. **Address of Principal Place of Business where records of the company will be kept:**
104 E MAIN ST

SAINT CHARLES, IL 60174

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

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

JOHN P COONEY
1311 BUTTERFIELD RD STE 308
DOWNS GROVE, IL 60515-5625

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:**

GREENHAGEL, ROGER
106 1/2 E MAIN ST
SAINT CHARLES, IL 60174

GREENHAGEL, SHERI
106 1/2 E MAIN ST
SAINT CHARLES, IL 60174

8. **Name and Address of Organizer**

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

Dated: MARCH 20, 2025

JOHN P COONEY
1311 BUTTERFIELD RD STE 308
DOWNS GROVE, IL 60515

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: FOX SOCIAL BAR & GRILLE LLC,

DBA:

phone: [REDACTED]

E-mail: [REDACTED]

Address: 106 E MAIN ST.

City: ST. CHARLES

State: IL

Code: 60174

Expected date of business opening (Required): 4-18-2025

TAX PREPARER INFORMATION

Name of Tax Preparer: BOB TARDEUA

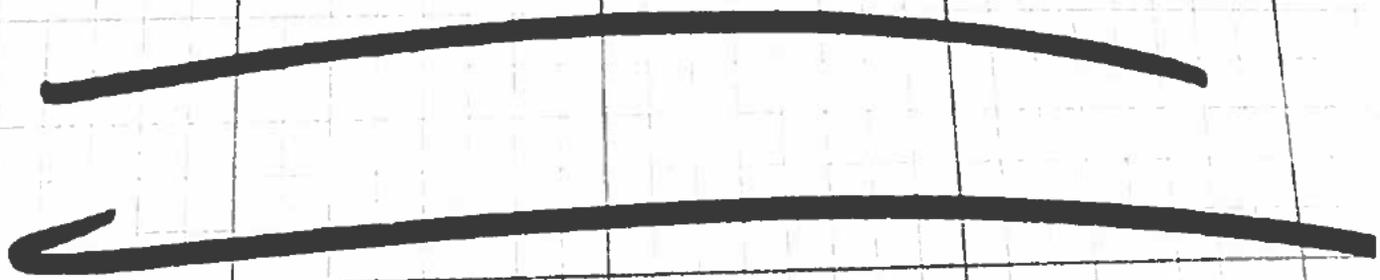
Phone: [REDACTED] Fax: [REDACTED]

E-mail: [REDACTED]

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.

NO DESIGNATED
PARKING

NO OUTSIDE
SPACE



PROJECT: FOX SOCIAL B&G

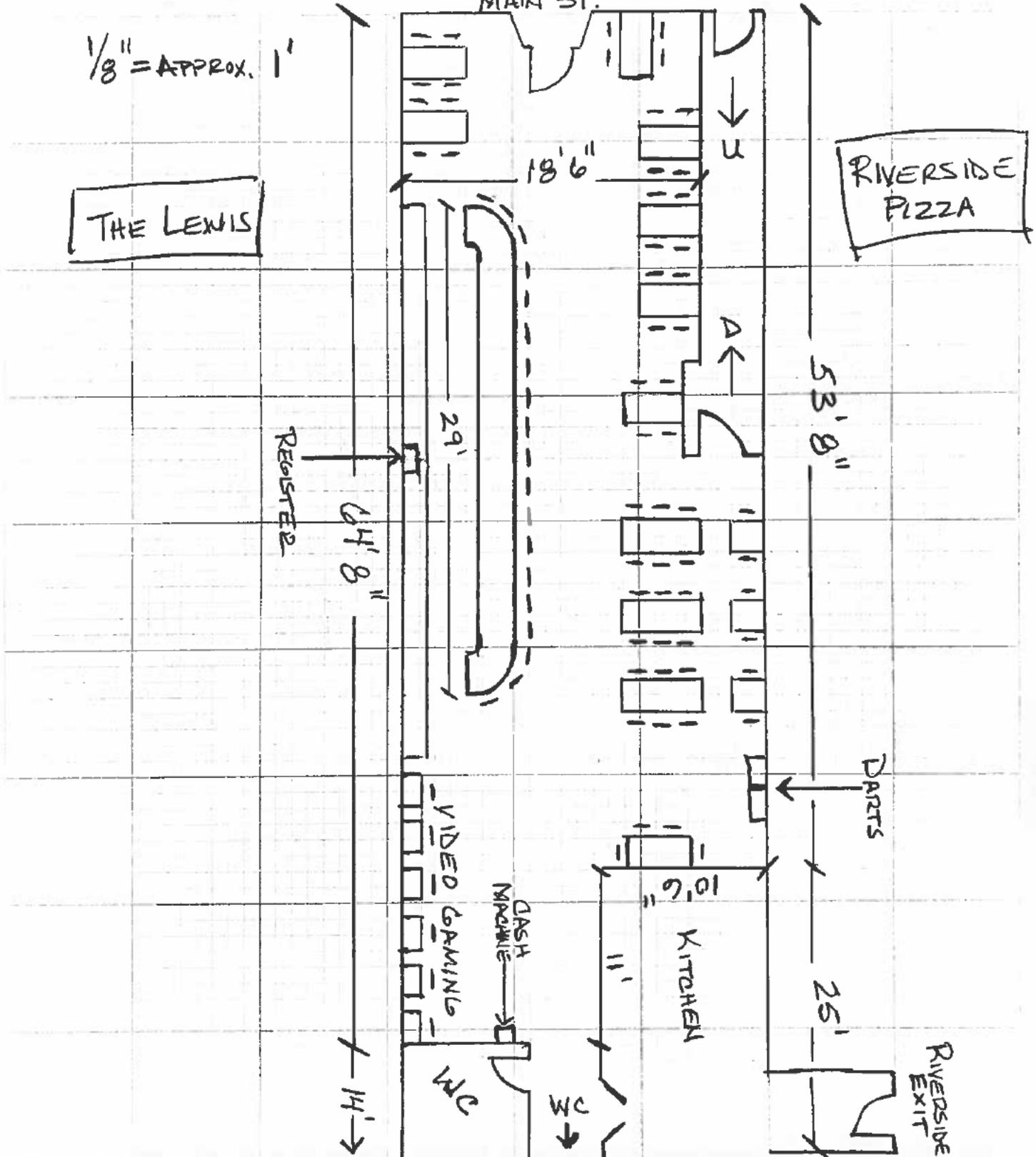
DESCRIPTION: LAYOUT
MAIN ST.

DATE: 3-18-25

1/8" = APPROX. 1'

THE LEWIS

RIVERSIDE PIZZA



STORE LEASE

DATE OF LEASE	TERM OF LEAS		RENT
March 15, 2025	COMMENCEMENT DATE April 15, 20225	TERMINATION DATE March 31, 2028	INITIAL MINIMUM MONTHLY BASE RENT \$60,000.00
EXTENDED TERM OPTION			MONTHLY INSTALLMENT OF FIXED MINIMUM ANNUAL BASE RENT
TWO (3 YEAR) OPTIONS			\$5,000.00
LOCATION OF LEASED PREMISES: 104 E. MAIN STREET, ST. CHARLES, IL 60174			INITIAL SECURITY DEPOSIT \$0
DESCRIPTION OF LEASED PREMISES: Ground Level Commercial Unit including Basement Area			
PERMITTED USE: The operation of a bar/craft beer/tavern business.			

LESSEE

LESSOR

NAME • Fox Social Bar & Grille, LLC

NAME • Three Gingers II, LLC

ADDRESS • 106 1/2 E. Main Street

ADDRESS • 106 1/2 E Main Street

CITY • St. Charles, IL 60174

CITY • St. Charles, IL 60174

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

TERM 1. The term of this Lease (hereinafter referred to as the "Term") is the period commencing on the Commencement Date and terminating on the Termination Date as set forth above unless sooner terminated as provided herein and subject to exercise of the extended term option.

EXTENDED TERM 2. If this Lease is still in force and effect and Lessee is not then in default under any of the terms and conditions of this Lease, and Lessee has not assigned or sublet the Premises at any time during the Term, Lessee shall have the right and option to exercise the two three-year term by providing Lessor with written notice on or before three (3) months prior to the Termination Date. The extension option is not intended to constitute a present demise of the Leased Premises for any Extended Term or intended to be a contract for the conveyance of any interest in the Leased Premises. The term of this Lease may be extended for two (3) three year periods generally called the Extended Term. The Extended Term shall commence immediately following the expiration of the Term.

PERMITTED USE 3. The sole permitted use by the Lessee for the Leased Premises shall be for the operation of a bar/craft beer/tavern business.

BASE RENT 4. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above and any additional rent provided hereins monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. For any portion of a calendar month included at the beginning of the Lease Term or any Extended Term, one-thirtieth of such monthly payment for each day of such portion, payable on the first day of such portion. The fixed minimum annual rent shall be as follows:

Year	Fixed Minimum Annual Base Rent	Fixed Minimum Monthly Base Rent
1 - 3	\$60,000.00	\$5,000.00
4 - 7	\$63,600.00	\$5,300.00
8 - 10	\$67,200.00	\$5,600.00

~~(a) Lessee to pay security deposit and first month's rent upon execution of this lease.~~

(b) Lessee to take the premises in "as-is" condition.

(c) Additional Rent: Lessee shall pay to Lessor on a monthly basis 10% of all gaming revenues as reported generated at this property.

REAL ESTATE
TAXES &
INSURANCE

5. Deleted.

INTEREST ON
LATE
PAYMENT

6. Any rent which shall not be paid when due shall bear a late fee of \$50 after the 10th day of the month. However, if the amount remains due and owing for more than thirty (30) days, then any amount due shall bear interest from the date due until the date the same shall be paid. The term "Lease Interest Rate", when used herein, shall be defined as the lesser of (A) four percent (4%) over and above the prime reference rate of interest as announced from time to time in The Wall Street Journal to the largest and more credit worthy corporate borrowers on ninety (90) day unsecured loans, or the corporate reference rate for the same type of customer, or (B) eighteen percent (18%), whichever is lower.

UTILITIES

7. Lessee will pay, in addition to the rent above specified, scavenger service, utilities, including but not limited to all gas and electric light and power bills, telephone or other communication service used, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said utility bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installments of rent next due thereafter. Lessee will pay seventy-five percent (75%) of the water bill issued for the property by the City of St. Charles and such charge will be added to the rent statement along with a copy of said water bill.

SUBLETTING;
ASSIGNMENT

8. The Premises shall not be sublet in whole to any person unless, in each case, the consent in writing of Lessor is first had and obtained, which consent shall not be unreasonably withheld, conditioned or delayed; nor permit to take place by any act or default of Lessee or any person within Lessee's control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the questionable term hereby created, as liquidated damages.

In the event of any assignment or subletting as provided above, there shall be paid to Lessor, in addition to the Minimum Annual Base Rent and other charges due Lessor pursuant to this Lease, such additional consideration as shall be attributable to the right of use and occupancy of the Premises, whenever the same is receivable by Lessee. Such additional rent shall be paid to Lessor concurrently with the payments of Minimum Annual Base Rent required under this Lease, and Lessee shall remain primarily liable for such payments. Notwithstanding any assignment or subletting, Lessee and Guarantors, if any, shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions of this Lease.

This consent may not be unreasonably withheld except as expressly otherwise provided herein. Lessor agrees not to withhold consent to assignment of this Lease or subletting of the entire premises if the following conditions are met: (i) Lessee requests the consent in writing; (ii) at the time of the request, Lessee is not in default under this Lease; (iii) Lessor reasonably determines that the reputation, business, proposed use of the premises, and financial responsibility of the proposed assignee or sublessee are reasonably satisfactory; and (iv) the proposed assignee or sublessee expressly assumes all lease obligations on Lessee's part.

COMPLIANCE
WITH SAFETY/
BUILDING
CODES

9. Lessee shall make all repairs, alterations, additions or replacements to the Leased Premises whether interior or exterior, structural or non-structural, required by any law or ordinance or any order, code regulation or requirements of any public authority because of Lessee's use of occupancy and use of the Leased Premises; to keep the Leased Premises equipped with all safety appliances so required because of such use; to procure any licenses and permits required for any such use; and to comply with the orders and regulations of all governmental authorities, at Lessee's expense.

PEST
CONTROL

10. If the Leased Premises become infested with vermin, Lessee shall at Lessee's expense cause the same to be exterminated from time to time to the satisfaction of Lessor and shall employ competent exterminators.

HEALTH &
SANITATION

11. Lessee acknowledges that Lessor will suffer irreparable damage and harm in its operation of the Leased Premises if Lessee does not operate and maintain the Leased Premises in accordance with the highest standards of cleanliness, sanitation and health. Lessee covenants and agrees (1) to operate and maintain the Leased Premises in compliance with all applicable codes, ordinances and regulations; (2) to keep the Leased Premises and all portions thereof clean, sanitary and free from insects, rodents or vermin; (3) to prevent odors or fumes from going beyond the Leased Premises into other portions of the building; and (4) to dispose of all garbage, grease or other after-products quickly and efficiently and in a manner reasonably satisfactory to Lessor. In furtherance of, and without limiting the foregoing, Lessee agrees as follows:

(a) All garbage and refuse shall be kept in covered containers, which shall be kept closed at all times and free from overflow or spill, and shall be kept and transported in a sanitary manner.

(b) Lessee shall at its own expense cause all refuse and garbage to be left only in the area specifically designated by Lessor for garbage. All garbage and refuse shall be transported only through the rear entry door.

(c) Lessee shall utilize and pay for the services of an independent scavenger service acceptable to Lessor, with sufficient number and size of garbage containers and frequency of garbage pick-up as Lessor, in its discretion, deems reasonable, but not less than daily pick-up. At its option, Lessor may arrange for and employ at competitive rates such scavenger service directly for the Leased Premises and Lessee shall, within ten (10) days of being billed therefore, reimburse Lessor for all costs thereof.

(d) All grease shall be disposed of in grease traps, provided by Lessee. Lessee shall utilize and pay for the services of an independent routing service acceptable to Lessor to have all grease traps and sewer lines within or serving the Leased Premises cleaned out and routed periodically, as frequently as is reasonably required, in Lessor's discretion. At its option, Lessor may arrange for and employ at competitive rates such maintenance and routing service and Lessee shall, within ten (10) days of being billed therefore, reimburse Lessor for all costs thereof. In the event that the existing grease traps and/or sewer lines are inadequate or fail to comply with applicable ordinances, codes and

regulations, Lessee shall be responsible, at its sole cost and expense, for the grease traps and sewer lines to be designed and maintained in accordance with such applicable codes, ordinances and regulations.

(e) Lessee, at its expense, shall utilize and pay for the services of an independent exterminating service for the Leased Premises, which service shall be acceptable to Lessor, with exterminating services provided as frequently as is reasonably required in Lessor's discretion. At its option, Lessor may arrange for and employ at competitive rates such exterminating service, and Lessee shall, within ten (10) days of being billed therefore, reimburse Lessor for all costs thereof.

(f) All storage of food or food products shall be done in receptacles and containers proper for the purpose, refrigerated if necessary, such as to keep food fresh and free from rot or waste. Any and all damaged, rotten or wasted food or food products shall be promptly disposed of.

(g) Lessee will maintain a service contract with a reliable company to clean the vents and hood of the cooking equipment, at reasonable intervals, but not less than every six (6) months.

(h) Lessee shall cause to be erected and maintained an automated fire system in all cooking areas.

If, during Lessee's initial Lease Term, Lessee's restaurant business is closed for operation by any governmental authority having jurisdiction due to unhealthy and/or unsafe conditions, Lessee's right to extend this Lease for an extended term shall terminate.

WORK IN THE LEASED PREMISES

11. Lessee shall pay promptly when due the entire cost of any work in the Leased Premises undertaken by Lessee so that the Leased Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking work, to do all of such work in a good and workmanlike first class manner, employing new materials of good quality, to perform such work only with contractors and plans previously approved of in writing by Lessor; to provide Lessor with certificates of insurance from all contractors and subcontractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities, and; to comply with all governmental ordinances, codes, rules, regulations and requirements, and to indemnify and save Lessor and Lessor's mortgagee and beneficiaries and their respective agents and employees harmless from all injury, loss, claims or damage to any persons or property occasioned by or growing out of such work. Lessor's approval shall not be required for such work which, in the aggregate, totals less than \$15,000.00. All contractors doing work on the Leased Premises shall sign no lien agreements before Lessor shall agree to improvement or construction.

WAIVER OF LESSOR'S LIABILITIES

12. Except if caused by the negligence of the Lessor, its agents or employees, Lessor and Lessor's mortgagee and beneficiaries and their respective agents and employees shall not be liable for, and Lessee waives any and all claims for damage to person or property sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the Leased Premises or the building of which they shall be a part, or any other part of the Building, including, but not limited to, claims for damage resulting from: (A) Any equipment or appurtenances becoming out of repair; (B) Lessor's failure to keep said building or the Leased Premises in repair; (C) injury done or occasioned by wind, water, or other natural elements; (D) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, railings or walks; (E) broken glass; (F) the backing up of any sewer pipe or downspout; (G) the bursting, leaking or running of any tank, tub, washstand, sprinkler system, water closet, water pipe, air or any other pipe or tank in, upon or about such building on the Leased Premises; (H) the escape of steam or hot water; (I) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building or the Leased Premises or otherwise; (J) the falling of any fixtures, plaster or stucco, (K) any act, omission or negligence of other Lessees of the Building and their concessionaires, officers, agents, customers and invitees or of other persons or occupants of said building or of adjoining or contiguous property; (L) any interruption or discontinuance of utility services, heating or air conditioning, except if caused by the negligence of the Lessor, its agents or employees.

NO LIENS

13. Lessee shall not allow any mechanic's lien to be filed against the Leased Premises by reason of any work, labor, services or materials performed at or furnished to the Leased Premises, to Lessee, or to anyone holding the Leased Premises through or under the Lessee. If any such mechanic's lien shall at any time be filed, Lessee shall forthwith cause the same to be discharged of record by payment bond, order of a court of competent jurisdiction or otherwise, but Lessee shall have the right to contest any and all such liens; provided security satisfactory to Lessor is deposited with it. If Lessee shall fail to cause such a 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 Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other providing deemed appropriate by Lessor, and the amount so paid by Lessor and/or all costs and expenses, including reasonable attorney's fees, incurred by Lessor in procuring the discharge of such lien, shall be deemed to be additional rent and together with interest thereon at the Lease Interest Rate shall immediately become due and payable by Lessee to Lessor on the first day of the next following month. Nothing in this Lease contained shall be construed on the part of Lessor to subject Lessor's estate in the Leased Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois. Lessor shall not have the right to discharge any lien before judgment or sale if Lessee is contesting same and has posted a cash bond of 125% of the claim.

LESSEE NOT TO MISUSE

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

CONDITION ON

15. Lessee has examined and knows the condition of the Premises and has received the same in AS IS, WHERE IS, WITH ALL FAULTS with no right of set off or reduction in Rent, and that except as explicitly set forth in this Lease this Lease is WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING,

WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (AND LESSOR DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY). Lessee further acknowledges and agrees that Lessor is under no duty to make any affirmative disclosure regarding any matter which may be known to Lessor, its officers, directors, contractors, agents or employees, and that Lessee is relying solely upon its own inspection of the Leased Premises and not upon any representation made to it by any person whomever. Any reports, repairs or work required by Lessee are the sole responsibility of Lessee, and Lessee agrees that there is no obligation on the part of Lessor to make any changes, alterations or repairs to the Leased Premises, except as stated in this Lease, and Lessee acknowledges that Lessee has completed its due diligence with respect to the Leased Premises to its satisfaction.

**REPAIRS AND
MAINTENANCE**

16. Lessee shall keep the Premises, appurtenances including all partitions, doors, fixtures, equipment, (excluding roof, foundation and exterior walls) and driveways, including front and rear entry ways and paths, or parking lots, if any, thereof (including lighting, plumbing fixtures, and H.V.A.C. systems) in good order, condition and repair, all according to the statutes and ordinances in such cases made and provided, all at his own expense; and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments. All repairs made by Lessee shall be of new, first class material and workmanship and at least equal to the original work. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall pay all expenses for providing HVAC to the Premises, including, but not limited to, maintenance, repair and replacement.

**ACCESS TO
PREMISES**

17. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises at reasonable times after 24-hour notice to Lessee for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make.

SIGNAGE

18. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character without, in each case, the written consent of Lessor first had and obtained.

Lessee shall, at its sole cost and expense, obtain and maintain during the Lease Term and any Extended Term all applications, permits, consents, approvals, and licenses required by federal, state, and local governmental and quasi-governmental authorities in connection with the signs (including, without limitation, any landmark commission). Copies of all permits and licenses shall be delivered to Lessor promptly after Lessee's receipt thereof.

Lessor shall have the right to temporarily remove any signs in connection with any repairs in or upon the Leased Premises. Upon demand of Lessor, Lessee shall, at its sole costs and expense, immediately remove any signs that Lessee has placed or permitted to be placed in violation of this clause and repair and restore any damage caused by their installation or removal. Upon expiration or sooner termination of the Lease, Lessee will, at its sole cost and expense, remove all signs and repair and restore any damage caused by their installation or removal.

**TERMINATION;
HOLDING
OVER**

19. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at 125% of the rental (computed on an annual basis), or (b) creation of a month to month tenancy, upon the terms of this lease except at 125% of the monthly rental, or (c) creation of a tenancy at sufferance, at a rental of \$50.00 per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right or re-entry as hereinafter set forth, nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

**SURRENDER
POSSESSION**

20. Upon the expiration of the Term or upon the termination of Lessee's tenancy or right of possession, whether by lapse of time or at the option of Lessor as herein provided, or as otherwise provided by law, Lessee shall forthwith surrender the Leased Premises to Lessor in good order, repair and condition, ordinary wear excepted, together with all fixtures and appurtenances thereto, and shall restore the Leased Premises. Any interest of Lessee in the alterations, improvements and additions to the Leased Premises made or paid for by Lessor or Lessee or any assignee or subLessee of Lessee shall, without compensation to Lessee, become Lessor's property at the termination, cancellation or expiration of this Lease by lapse of time or otherwise and such alterations, improvements and additions shall be relinquished to Lessor at such time in good condition, ordinary wear excepted. Lessee shall pay to Lessor upon demand the cost of repairing any damage to the Leased Premises and to the Building caused by any such removal. If Lessee shall fail or refuse to remove any such property from the Leased Premises pursuant to the terms of this Paragraph, Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Lessor without any cost either by set-off, credit, allowance or otherwise, and Lessor may at its option accept the title to such property and, whether or not Lessor accepts such title, Lessor may at Lessee's expense (A) remove the same or any part in any manner that Lessor shall choose, repairing any damage to the Leased Premises caused by such removal, and (B) store, destroy or otherwise dispose of the same without incurring liability to Lessee or any other person. Lessee's surrender of possession shall not release Lessee from Lessee's obligation to pay to Lessor the amounts by which actual additional rent exceeds Lessee's estimated payments thereof, whether or not the determination of actual additional rent is made after surrender of possession, or of any other post-tenancy obligation, and all provisions of this Lease relating to Lessor's remedies shall not be deemed terminated until all of Lessee's obligations to Lessor have been discharged.

LESSOR'S
REMEDIES

21. A. Lessor may treat the occurrence of any one or more of the following events as a breach of this Lease:

1. If Lessee shall fail to pay all or any portion of the Rent or any installment thereof when due allowing for a ten day grace period on monthly installments, or shall fail to pay any other sum required to be paid by Lessee under this Lease or under the terms of any other agreement between Lessor and Lessee, and such failure to pay shall continue for five (5) days after service of written notice to Lessee;

2. If, as a result of Lessee's delinquency in payment of Rent (or such other sums), Lessor has three (3) times in any consecutive twelve (12) monthly period served Lessee with a five-day notice;

3. If Lessee shall violate or fail to perform any of the other covenants or conditions in this Lease which Lessee is required to observe and perform and such violation or failure to perform shall continue for thirty (30) days after service of written notice to Lessee, or if any such violation or failure of Lessee involves a hazardous condition and is not cured by Lessee immediately upon service of written notice to Lessee;

4. If the interest of Lessee in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Lessee, or if any involuntary petition in bankruptcy shall be filed against Lessee under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver or person acting as a receiver shall not have been dismissed within thirty (30) days from the date of his appointment, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall admit in writing Lessee's inability to meet Lessee's debts as they mature; or,

5. If Lessee shall abandon or vacate the Leased Premises during the Term.

B. Upon the occurrence of a breach of this Lease Lessor may thereupon, at its option, with notice to Lessee or any other person, have any one or more of the following remedies, which remedies are in addition to all other rights and remedies provided at law or in equity or elsewhere in this Lease:

1. Lessor may terminate this Lease and the Term created hereby, in which event Lessor may forthwith repossess the Leased Premises and be entitled to recover forthwith, as damages from Lessee, and Lessee shall thereupon be liable to Lessor for (in addition to any other sums or damages for which Lessee may be liable to Lessor), a sum of money equal to the excess of the value of the Rent provided to be paid by Lessee for the balance of the Term over the fair market rental value of the Leased Premises for said period after deduction of all anticipated expenses of reletting, which sum shall be immediately due and payable from Lessee to Lessor upon service of written demand upon Lessee. Should the fair market rental value of the Leased Premises, after deduction of all anticipated expenses of reletting, for the balance of the Term exceed the value of the Rent provided to be paid by Lessee for the balance of the Term, Lessor shall be entitled to the entire amount of such fair market value and shall have no obligation to pay to Lessee the excess or any part thereof to credit such excess or any part thereof against any other sums or damages for which Lessee may be liable to Lessor.

2. Lessor may terminate Lessee's right of possession and may repossess the Leased Premises without terminating this Lease, in which event Lessor may, but shall be under no obligation to, relet the same for the account of Lessee, for such rent and upon such terms as shall be satisfactory to Lessor except as Lessor may be otherwise required to do under law. For the purpose of such reletting, Lessor is authorized to decorate, repair, remodel or alter the Leased Premises at Lessee's expense. If Lessor shall fail to relet the Leased Premises, Lessee shall pay to the Lessor as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions, and the expenses of such reletting and of the collection of the Rent accruing therefrom to satisfy and pay the same to Lessor upon demand thereof from time to time. Lessee shall not be entitled to any rents received by Lessor which happen to exceed the amount of the Rent provided for in this Lease. Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph from time to time and that no suit or recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor.

C. If any law or ordinance of the State of Illinois or any applicable municipal or other local government requires a Lessor to take measures to mitigate the damages recoverable against a defaulting Lessee, then Lessee agrees that Lessor shall have no obligation to relet the Premises to a potential substitute Lessee:

1. Before Lessor rents other vacant space in the Building (or in other property owned or managed by Lessor) or consents to a sublease or an assignment of the space of other Lessees who are not in default of their leases;

2. If the nature of the substitute Lessee's business is not consistent with the Lessee mix of the Building or with any other Lessee leases containing provisions against Lessor leasing space in the Building for certain uses; or,

3. If the nature of the substitute Lessee's business may have an adverse impact upon the first-class, high grade manner in which the Building is operated or with the high reputation of the Building even though in each of the aforesaid circumstances the potential substitute Lessee may have a credit rating.

REMEDIES
NOT
EXCLUSIVE

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

AND FEES

mortgage, agents and fees required by Lessor or Lessee, incurred in enforcing any of the obligations of Lessee or Lessor under this lease or in any litigation, in which Lessor or Lessee, shall, without Lessor's or Lessee's fault, become involved through or on account of this lease.

NOTICES

24. Any notice required or permitted under this Lease shall be in writing and shall be deemed given and served when personally delivered or mailed by certified mail, return receipt requested, addressed to Lessee and Lessor as follows:

Lessee at: Fox Social Bar & Grille, LLC
104 E. Main Street
St. Charles, IL 60174

with a copy to:

Lessor at: Three Gingers II, LLC
106 1/2 E Main St
St. Charles, IL 60174

Either party may, by ten (10) days' written notice at any time and from time to time, designate a different address and person to whom notices shall be sent.

RIGHTS OF MORTGAGEES

25. (a) Lessor may encumber the land and the building, of any interest in the land and the building with additional mortgages, sell and lease back the land, or any part of the land, and encumber the leasehold estate under such a sale and leaseback arrangement with one or more mortgages. Any such mortgage is referred to in this Lease as a "mortgage" and the holder of any such mortgage is called a "Mortgagee." This Lease and the rights of Lessee under the Lease are expressly made subject to an subordinate at all times to each Mortgage presently existing or to be entered into subsequent to the date of this Lease, and to all amendments, modifications, renewals, extensions, consolidations and replacements of same, and to all advances made or to be made on the security of same. The subordination expressed in the preceding sentence shall be automatic and shall require no further action by Lessor or Lessee for its effectiveness. Lessee agrees to execute and deliver to Lessor such further instruments consenting to or confirming the subordination of this Lease to any Mortgage referred to and containing such other provisions which may be requested in writing by Lessor within ten (10) days after Lessee's receipt of a written request.

(b) If any Mortgage is foreclosed, or Lessor's interest under this Lease is conveyed or transferred in lieu of foreclosure:

(i) Any person or entity who, pursuant to the foregoing, succeeds to the interest of Lessor in this Lease (any such person or entity being referred to as a "Successor") shall not be liable for any default by Lessor or any other matter which occurred prior to the date of succession. A Successor shall not be bound by or subject to any offsets or defenses which Lessee may have against Lessor or any other predecessor in interest to the Successor;

(ii) On request of a Successor, and subject to subsection (h), Lessee will attorn, as Lessee under this Lease subject to the provisions of this subparagraph (b) and subparagraph (c) below, to the Successor and will execute and deliver such instruments as may be necessary or appropriate to evidence the attornment within ten (10) days after receipt of a written request to do so; and

(c) Any Mortgagee may subordinate, in whole or in part, its Mortgage, as the case may be, to this Lease by sending Lessee notice in writing subordinating the Mortgage to this Lease. Lessee agrees to execute and deliver to the Mortgagee such further instruments consenting to or conferring the subordination of such Mortgage to this Lease and containing other provisions which may be requested in writing by the Mortgagee within ten (10) days after notice to Lessee of the request.

(d) Whether or not any mortgage is foreclosed, no Mortgagee shall have any liability to Lessee for any security deposit paid to Lessor by Lessee under the terms of this Lease, unless the security deposit has actually been received by the Mortgagee. Lessor hereby warrants to Lessee that Lessor will transfer Lessee's total security deposit to any future ground lessor or lender upon a foreclosure of the mortgage.

(e) Should any prospective Mortgagee require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Lessee or in any other way materially and adversely change the rights and obligations of Lessee under the Lease, then and in such event, Lessee agrees that this Lease may be so modified. Lessee agrees to execute whatever documents are required and to deliver same to Lessor within ten (10) days following a Lessor's request to do so. Should any prospective Mortgagee require execution of a short form of Lease for recording (containing, a month other customary provisions, the names of the parties, a description of the Premises and the term of this Lease), Lessee agrees to execute the short form of Lease and deliver it to Lessor within ten (10) days following Lessor's request to do so.

(f) If Lessee fails within ten (10) days after written demand to execute and deliver any instruments as may be necessary or proper to effectuate any of the covenants of Lessee set forth above in this Paragraph and in Paragraph (e) above, Lessee by this Lease makes, constitutes, and irrevocably appoints Lessor or, if Lessor ever is a land trust, any of the beneficiaries of Lessor, as Lessee's attorney in fact (such power of attorney being coupled with an interest) to execute and deliver any such instruments for and in the name of Lessee.

(g) Lessee agrees that the provisions of this Paragraph shall remain in full force and effect, notwithstanding that any Mortgagee may directly or indirectly own or have an interest in Lessor, or in the Land or the Building in addition to its interest as Mortgagee.

(h) Lessor agrees to make good faith efforts to obtain from any Mortgagee a non-disturbance agreement which provides that if Lessee is not in default, Lessee shall remain as a Lessee under the terms of this Lease.

(i) Should the Mortgage be foreclosed, the liability of the holder of the Mortgage or the purchaser at a foreclosure of the Mortgage shall exist only as long as the holder, lessor or purchaser is the owner of the Building.

G) Lessor agrees to notify Lessee of the placing of any mortgage or trust deed against the real property or leasehold estate of which the leased premises are a part. Lessee agrees, in the event of any act or omission by Lessor which would give Lessee the right to terminate this Lease or to claim a partial or total eviction, to not exercise any such right (i) until it has notified in writing the holder of any Mortgage which at the time shall be a lien on the Building or Land or Lessor, if the name and address of the holder or lessor was previously furnished in writing to Lessee, and (ii) until a reasonable period, not exceeding thirty (30) days, for commencing the remedying of such act or omission shall have lapsed following the giving of such notice, and (iii) the holder or lessor with reasonable diligence has commenced and continued to remedy the act or accompanying the check, that the lesser amount is payment "in full," or language to that effect, shall not constitute an accord and satisfaction and shall be given no effect, and lessor may accept such a check without prejudice to any other rights or remedies which Lessor may have against Lessee.

LESS THAN
AMOUNT DUE

INSURANCE/
HOLD
HARMLESS

26. Lessee agrees at all times during the Lease Term, Extended Term and for such prior or further term as Lessee occupies or is in possession of the Leased Premises to indemnify and save Lessor and Lessor's mortgagee and beneficiaries and their respective agents and employees harmless from all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees and expenses) in respect of any Injury to, or death of, any persons, and/or damage to, or loss or destruction of any property while on the Leased Premises occasioned by or arising out of any act or omission of Lessee, its employees, concessionaires, officers, agents, customers and invitees (the foregoing covenants are intended to survive the expiration of the Lease Term or earlier termination of the Lease); to maintain, at Lessee's sole cost and expense, in responsible companies, public liability insurance, insuring Lessor and Lessor's mortgagee and beneficiaries as additional insureds, and Lessee, as their interests may appear, against all claims, demands, or actions for injury to or death of any one person in an amount of not less than

\$1,000,000 and for injury or death to more than one person in any one occurrence in an amount of not less than \$2,000,000 and for damage to property in an amount not less than \$1,000,000 (Lessor shall have the right to direct Lessee to reasonably increase said amounts whenever it considers them inadequate, provided they are not higher than the amounts required for similar businesses in the vicinity (radius one (1) mile)), and in addition, and in like amounts, covering Lessee's contractual liability under the aforesaid indemnification and hold harmless provision; to carry like coverage against loss or damage by boilers, compressors and machinery, if any, to maintain plate glass insurance on a full replacement cost basis (no deduction for depreciation) covering all plate glass on the Leased Premises and include actions under the Statute known as the Drain Shop Act as amended from time to time if liquor is permitted to be sold on the Premises; an All Risk fire insurance policy with extended coverage endorsements including, but not limited to, vandalism and malicious mischief covering all of the improvements, structures, stock in trade, fixtures, furnishings, furniture, equipment, personal property, and contents on the Leased Premises to the extent of their full replacement cost, with no deduction for depreciation, proceeds payable to Lessor. All of said insurance shall be carried with responsible companies authorized to do business in the State of Illinois, rated "B+" by Best's Insurance Rating Service, and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Lessor. The policies (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium, shall be deposited with Lessor prior to Lessee's possession or occupancy of the Leased Premises, whichever shall first occur, and upon renewals of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may, after giving notice to Lessee, obtain such insurance and keep the same in effect, and Lessee shall pay Lessor the premium cost thereof upon demand. Each such payment shall constitute additional rent payable by Lessee under this Lease, and Lessor shall not be limited in the proof of any damages which Lessor may claim against Lessee arising out of or by reason of Lessee's failure to provide and keep in force insurance as aforesaid, to the amount of insurance premium or premiums not paid or incurred by Lessee and which would have been payable upon such insurance, but Lessor, in addition to any and all other rights and remedies provided Lessor under the terms of this Lease, shall also be entitled to recover as damages for such breach the uninsured amounts of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease.

ESTOPPEL
CERTIFICATES

27. Lessee shall at any time and from time to time on not less than ten (10) days prior written request from Lessor, execute, acknowledge and deliver to Lessor, in form reasonably satisfactory to Lessor and Lessor's mortgagee, a written statement certifying (if true) that Lessee has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Lessee has completed any improvements or repairs to be made by it to the premises, that Lessor is in no default, the date to which Lessee has been paid in advance, if any, and such other accurate certifications as may reasonably be required by Lessor or Lessor's mortgagee. Lessee further agrees to give copies to any mortgagee of Lessor of all notices by Lessee to Lessor, and agrees to afford Lessor's mortgagee a reasonable opportunity to cure any default by Lessor. It is intended that any such statement delivered pursuant to this Section may be relied on by and prospective purchaser or mortgagee of the Premises and their respective successors and assigns.

EFFECTIVENESS

28. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises. This document shall become effective and binding only on its execution and delivery by Lessor and Lessee.

BROKERS

29. Lessor and Lessee represent and warrant each to the other, that no brokers, agents, or finders were involved on their behalf in negotiating or consummating this Lease. Lessor and Lessee agree to indemnify and hold the other harmless from and against any and all liabilities, including reasonable attorney fees, arising from any claims for sales commissions or finder's fees by any broker, agent or find allegedly arising in connection with this Lease.

EFFECT OF
PAYMENT OF

30. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement on the check, or on any letter omission or to cause the same to be remedied. During the period between the giving of the notice and the remedying of the act or omission, the rent provided for in this Lease shall be abated and apportioned to the extent that any part of the leased premises is unlesseeable.

**SECURITY
DEPOSIT**

~~31. \$2,000.00 to be tendered upon lease signing. Lessor shall not be required to maintain the security deposit in a separate account and may deposit into the Lessor's general operating account. Both parties acknowledge that there is no security deposit.~~

**MAINTENANCE
BY LESSOR**

32. Lessor covenants to maintain or cause to be maintained only the roof, structural walls and foundations of the Leased Premises and shall be liable for any damage caused by Lessor's failure to do so, not covered by insurance, provided Lessee notifies Lessor of condition, and to keep the structural soundness of the concrete floors and walls thereof in good order, repair and condition, exclusive of any work required because of damage caused by any willful act or willful omission of Lessee, any concessionaire or their respective employees, agents, invitees, licensees or contacts.

**DAMAGE AND
DESTRUCTION**

33. If the Building is damaged by fire or any other cause, the following provisions of this paragraph shall apply:

(a) Lessor shall restore the Building and the premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments by Lessor, and Lessee shall not have the right to terminate this Lease unless such restoration takes longer than 365 days from the date of the damage.

(b) Lessor need not restore fixtures, improvements or other property of Lessee. However, the insurance proceeds specifically allocated shall be paid to Lessee and Lessee shall be shown as the insured for same.

(c) In any case in which the use of the Premises is affected by any damage to the Building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purposes for which they are leased hereunder. The words "restoration" and "restore" as used in this Article shall include repairs. If the damage results from the fault of Lessee, or Lessee's agents, servants, visitors or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

(d) In any event of loss or damage to the Building, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss to such extent permitted, for itself and its insurers waives all such insured claims against the other party its officers, directors, agents, employees, invitees, and subLessees.

CONDEMNATION

34. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority, and Lessee shall pay rent up to that date with an appropriate refund by Lessee of such rent as may have been paid in advance for any period subsequent to the date possession is taken. If less than all of the floor area or parking area of the Leased Premises shall be so taken, the Lease Term shall cease only on the parts so taken as of the day possession shall be taken by such public authority, and Lessee shall pay rent up to that day with appropriate refund by Lessor of such rent as may have been paid in advance with regard to any part of the Leased Premises so taken, for any period subsequent to the date possession is taken and thereafter the Fixed Minimum Annual Base Rent shall be equitably adjusted. Lessor shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Lessor shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Lessor. If the floor area or parking area of the Leased Premises so taken leaves space no longer suitable for the purpose set forth in this Lease, then the Lease Term shall cease and Lessee shall pay rent up to the day possession is taken, with an appropriate refund by Lessor of such rent as may have been paid in advance for any period

subsequent to the date of the taking of possession by such public authority. If more than twenty-five percent (25%) of the gross square footage of the building in which the Leased Premises are located shall be taken under the power of eminent domain, Lessor or Lessee, may, by notice in writing to Lessee or Lessor delivered on or before the day of surrendering possession to the public authority, terminate this Lease and rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall be the property of the Lessor, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any separate award specifically made to Lessee for the taking of Lessee's trade fixtures, furniture or leasehold improvements.

35. A. Emissions: Lessee shall not, without the prior written consent of Lessor:

(i) make, or permit to be made, any use of the Premises or any portion thereof which emits, or permits the emission of an unreasonable amount of dust, sweepings, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, dams, canals, or flood control channels), or which emits, or permits the emission of dust, sweeping, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial (including rivers, streams, lakes, ponds, dams, canals, or flood control channels) which is in violation of any federal, state or local law, ordinance, order, rule regulation, code or any other governmental restriction or requirement;

(ii) permit any vehicle on the Premises which emits exhaust which is in violation of any federal, state or local law,

**EMISSIONS
& HAZARDOUS
MATERIALS**

ordinance, order, rule, regulation, code or any other governmental restriction or requirement;

(iii) create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property by any Lessee or occupant of the Leased Premises, or which will create a nuisance or violate any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement.

B. Hazardous Material: Lessee shall not, without the prior written consent of Lessor, knowingly cause or permit, any Hazardous Material (hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Premise. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. Section 6901 et seq., the Illinois Environmental Protection Act ("IEPA"), as amended, Ill. Rev. Stats. ch. 111-112 Section 1001 et seq. To obtain Lessor's consent, Lessee shall prepare an "Environmental Audit" for Lessor's review. Such Environmental Audit shall list: (1) the name(s) of each Hazardous Material and a Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act; (2) the volume proposed to be used, stored and/or treated at the Premises (monthly); (3) the purpose of such Hazardous Material; (4) the proposed on-premises storage location(s); (5) the name(s) of the proposed off-premises disposal entity; and (6) an emergency preparedness plan in the event of a release. Additionally, the Environmental Audit shall include copies of all required federal, state, and local permits concerning or related to the proposed use, storage, or treatment of any Hazardous Material(s) at the Premises. Lessee shall submit a new Environmental Audit whenever it proposes to use, store or treat a new Hazardous Material at the Premises or when the volume of existing Hazardous Materials to be used, stored, or treated at the Premises exceeds by ten percent (10%) during any thirty (30) day period. If Lessor in its reasonable judgment finds the Environmental Audit acceptable, then Lessor shall deliver to Lessee Lessor's written consent. Notwithstanding such consent, Lessor may revoke its consent upon: (1) Lessee's failure to remain in full compliance with applicable environmental permits and/or any other requirements under any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirements (including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended 42 U.S.C. Section 6901 et seq., and the Illinois Environmental Protection Act ("IEPA"), as amended, Ill. Rev. Stat. ch. 111-112 Section 1001 et seq.) related to environmental safety, human health or employee safety; (2) the Lessee's business operations pose or potentially pose a human health risk to other Lessees; or (3) the Lessee expands its use, storage or treatment of any Hazardous Material(s) in a manner inconsistent with the safe operation of the Premises. Should Lessor consent in writing to Lessee bringing, using, storing or treating any Hazardous Material(s) in or upon the Premises, Lessee shall strictly obey and adhere to any and all federal, state or local laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements (including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended 42 U.S.C. Section 6901 et seq., and the Illinois Environmental Protection Act ("IEPA"), as amended, Ill. Rev. Stat. ch. 111-112 Section 1001 et seq.) which in any way regulate, govern or impact Lessee's possession, use, storage, treatment or disposal of said Hazardous Material(s). In addition, Lessee represents and warrants to Lessor that (1) Lessee shall apply for and remain in compliance with any and all federal, state or local permits in regard to Hazardous Material(s); (2) Lessee shall report to any and all applicable governmental authorities any release or reportable quantities of any Hazardous Material(s) as required by any and all federal, state or local laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements; (3) Lessee, within five (5) days of receipt, shall send to Lessor a copy of any notice, order, inspection report, or other document issued by any governmental authority relevant to the Lessor's compliance status with environmental or health and safety laws; and (4) Lessee shall remove from the Premises all Hazardous Materials at the termination of this Lease.

In addition to, and in no way limiting, Lessee's duties and obligations as set forth in this Lease, should Lessee breach any of its duties and obligations as set forth in this Section of this Lease, or if the presence of any Hazardous Material(s) on the Premises results in contamination of the Premises, any land other than the Premises, the atmosphere or any water or waterway (including groundwater), or if contamination of the Premises by any Hazardous Material(s) otherwise occurs for which Lessee is otherwise legally liable to Lessor for damages resulting therefrom, Lessee shall indemnify, save harmless and, at Lessor's option and with attorneys approval in writing by Lessor, defend Lessor, and its contractors, agents, employees, partners, officers, directors and mortgagees, if any, from any and all claims, demands damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any and every kind and nature (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing space, and sums paid in settlement of claims and for attorney's fees, consultant fees and expert fees, which may arise during or after the Lease Term or any extension thereof as a result of such contamination). This includes, without limitation, costs and expenses, incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because the presence of Hazardous Material(s) on or about the Premises, or because of the presence of Hazardous Material(s) anywhere else which came or otherwise emanated from Lessee of the

Premises. Without limiting the foregoing, if the presence of any Hazardous Material(s) on or about the Premises occurs after commencement of lease, Lessee shall, at its sole expense, promptly take all actions and expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material(s) to the Premises; provided, however, that Lessor's approval of such actions shall first be obtained in writing.

MUTUAL
WAIVERS OF
RECOVERY
AND
SUBROGATION

36. Lessor and Lessee each waives its right of recovery against the other and each releases the other from any claim arising out of loss, damage or destruction to the Building and other improvements on the Premises, or contents on or in the Premises, to the extent its respective property is covered by a policy of insurance whether or not the loss, damage or destruction may be attributable to the negligence of either party or its respective agent, visitor, contractor, servant or employee.

WAIVER OF
TRIAL BY
JURY

37. Lessor and Lessee agree that, to the extent by law, each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, the use or occupancy by Lessee of the Premises and/or any emergency or statutory remedy.

GOVERNING
LAW

38. The laws of the State of Illinois shall govern the validity, construction and effect of this Lease, shall be binding on the parties to the Lease, and their respective legal representatives, successors and assigns, except as expressly provided otherwise, and shall apply in all respects to any disputes or controversies arising out of or pertaining to this Lease.

SECURITY
INTEREST IN
TENANT'S
PROPERTY
LESSOR'S
EQUIPMENT

39. As additional security for the performance of its obligations under this Lease, Lessee grants to Lessor a security interest in all of the property, including the Lessee's property now or hereafter installed, located, stored or kept on the Premises. Lessor's said security interest hereunder shall be in addition to all other liens available to Lessor under the law.

40. Anything herein contained to the contrary notwithstanding, the parties hereby acknowledge that the Lessor is the owner of all of the fixtures, equipment and chattels presently located upon the Premises which is the subject matter of this Lease, and shall remain the separate property of the Lessor. Lessee shall have the right to use said fixtures, equipment and chattels, during the term of this Lease, solely for the

purpose stated in Section 3 of this Lease. Upon the termination of this Lease, Lessee shall not have any right or claim to said fixtures, equipment and chattels and said property shall remain the Lessor's sole and exclusive property.

Lessee shall, at Lessee's own expense, at all times maintain, repair and replace any or all of said fixtures, equipment and chattels that are the referenced in this paragraph. Such repairs and replacements shall be made promptly and as and when necessary and such repairs shall be done in good, substantial and workmanlike manner. On default of the Lessee in making such repairs and/or replacements, Lessor may, but shall not be required, to make such repairs and replacements for Lessee's account, and the expense thereof shall constitute additional rent hereunder.

PARKING
SPACE

41. Deleted

INTERIOR
ALTERATIONS

42. Lessee shall not make any alterations to the premises without the written consent of the Lessor.

MISCELLANEOUS

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

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

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

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

(e) Entire Agreement. All of the representations and obligations of Lessor are contained herein and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Lessor unless in writing signed by Lessor or by a duly authorized agent of Lessor empowered by a written authority signed by Lessor.

(f) Lessor's Title. Lessor's title is and always shall be paramount to the title of Lessee. Nothing herein contained shall empower Lessee to commit or engage in any act which can, shall or may encumber the title of Lessor.

(g) Prohibition Against Recording. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Lessee or by anyone acting through, under, or on behalf of Lessee, and the recording thereof in violation of this provision shall make this Lease null and void at Lessor's election.

(h) Captions. The captions of paragraphs and subparagraphs are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of the provisions of this Lease.

(i) **Only Lessor/Lessee Relationship.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship or principal and agent, partnership, joint venturer or any other association between Lessor and Lessee, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of lessor and lessee.

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

(k) **Voting Control of Lessee.** If Lessee is a corporation and, if at any time during the Lease Term the person or persons who own or control a majority of its voting shares at the time of the execution of this Lease cease to own or control a majority of such shares, Lessee shall so notify Lessor and the parties shall treat this change of voting shares as an assignment and be governed by Paragraph 8 of this Lease. For the purpose of this Paragraph, if the then owner of the Leased Premises shall be an individual, a related party shall include a spouse, lineal descendant or spouse of such descendant, ancestor or sibling (whether by the whole or half blood).

(l) **Authority.** Lessor and Lessee, each to the other, represent and warrant that it is duly formed and in good standing, and has full corporate, trust or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate, trust or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

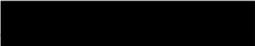
(m) **Signatures.** An electronic signature, facsimile, scanned and e-mailed or photocopy signature on this Lease, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

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

LESSOR: Three Gingers II, LLC

LESSEE: Fox Social Bar & Grille, LLC

By:  MGR

By:  MGR

GUARANTEE

On _____ this 2024, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.



FOX SOCIAL

BAR AND GRILL

STARTER

FOX DEN NACHOS	13
SPICY TAIL WINGS (6 OR 12)	10/16
• CHOICE OF BUFFALO, BBQ, GARLIC PARM, OR BOURBON SAUCE	
LOADED FOX FRIES	10
FOX BITE SLIDERS	12
• 3 MINI SMASH OR GRILLED CHICKEN SLIDERS	
CHEESE CURDS	12
• SERVED WITH RANCH	

SALADS OR WRAPS (+1)

SOUTHWEST GRILLED CHICKEN	14
MIXED GREENS, AVOCADO, BLACK BEANS, ROASTED CORN, PICO, TORTILLA STRIPS, AND CHIPOTLE RANCH	
CRISPY CHICKEN CAESAR	12
ROMAINE, CRISPY CHICKEN, PARMESAN, CRUTONS, AND CAESAR DRESSING.	
• ASK FOR IT BUFFALO STYLE FOR A LITTLE EXTRA SPICE.	
HOUSE SALAD	10
MIXED GREENS, CHEESE, CUCUMBER, TOMATO, ONION, AND CRUTONS WITH YOUR CHOICE OF DRESSING.	
• ADD GRILLED OR CRISPY CHICKEN (\$3)	

DRESSINGS:

CAESAR
RANCH
CHIPOTLE RANCH
BALSAMIC
HONEY MUSTARD

BURGERS & HANDHELDS

THE SOCIAL SMASH	14
• DOUBLE-STACKED BEEF PATTIES, CHEDDAR CHEESE, CARAMELIZED ONIONS, AND GARLIC AIOLI ON A TOASTED BRIOCHE BUN	
BBQ BOURBON BURGER	15
• DOUBLE-STACKED BEEF PATTIES, PROVOLONE CHEESE, CRISPY ONIONS, HOUSE BBQ BOURBON SAUCE, AND THICK CUT BACON ON A BRIOCHE BUN	
GRILLED CHEESE	12
SOURDOUGH LAYERED WITH CHEDDAR, GRUYERE, AND MOZZARELLA CHEESE, WITH DIJON MUSTARD	
ADD AVOCADO (\$2) ADD BACON (\$1)	
CRISPY CHICKEN SANDWICH	14
PLAIN	
• CRISPY CHICKEN, COLESLAW, HOUSE PICKLES, AND CHIPOTLE MAYO	
SPICY	
• CRISPY CHICKEN TOSSED IN BUFFALO, MOTZERELLA CHEESE WITH A SIDE OF RANCH	
GRILLED CHICKEN SANDWICH	13
GRILLED CHICKEN, CHEDDAR CHEESE, BACON, AND BBQ SAUCE	
THE CLEVER FOX (VEGGIE BURGER)	15
BLACK BEAN PATTY, AVOCADO, LETTUCE, TOMATO, AND SRIRACHA AIOLI	

SWEET TREATS

SKILLET COOKIE	8
• WITH VANILLA ICE CREAM	
FRIED PB&J	7
• GRAPE, STRAWBERRY OR NUTELLA	

SIDES

FRIES	5
SWEET POTATO FRIES	5



**Illinois
Casualty
Company**

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • www.ilcasco.com

Date: March 21, 2025

Agency: Crum-Halsted Agency, Inc.

Attention: Dane Male

Enclosed Quotes(s):

LQ1622365 Liquor Liability

Named Insured(s): Fox Social Bar & Grille LLC

Location(s) of Risk: 1 - 104 E Main St, Saint Charles, IL 60174 (Kane County)

Any deletion or modification of coverage may not be directly proportional to the premium charge shown on the quotation. Please contact your Underwriter for a revised quotation if any coverages are deleted or modified.

Quotation(s) expire thirty (30) days from the indicated effective date shown on the quotation(s).

For any questions, please contact us immediately.

Melissa Connell
Underwriter



**Illinois
Casualty
Company**

UNDERWRITING COMMENTS

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • www.ilcasco.com

GENERAL INFORMATION

Quote Subject to Satisfactory Inspection and Verification of Loss History.

NOTE: An original, signed APPLICANT'S AGREEMENT TO THE INSURANCE APPLICATION(S) is required for each named insured before a policy can be issued.

LIQUOR LIABILITY INFORMATION

COVERAGE

Coverage includes common law coverage for the injuries that occur in state and out of state. "Owners" of premises automatically qualify as insureds.

UNDERWRITER COMMENTS

To bind, LPRs are required for the prior ownership policies – BP50371 & LL116046.

Please provide complete information regarding the applicant's CGL carrier. We cannot bind coverage without this information.

Company -
Limits -
Policy Term –

We have added \$72,063 in gaming receipts per prior ownership policy. Please advise if changes are needed.



**Illinois
Casualty
Company**

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • www.ilcasco.com

BIND ORDER

Named Insured: Fox Social Bar & Grille LLC

BIND AND ISSUE EFFECTIVE DATE: _____

LIABILITY OPTION: [] LQ1622365 *with liability option:* [1] 1000 25%/9 Annual
Limits shown in thousands

ISSUE: [] As Quoted or [] With the Following Coverage Changes:

Expected Premium After Coverage Changes: _____

PAYMENT OPTIONS:

1. SELECT BILLING PLAN

	All Policies	By Policy				
		BP	LL	UL	WC	
*Payment Options:	<input type="checkbox"/>	25% down and 9 monthly installments (Standard Plan)				
Website: www.ilcasco.com	<input type="checkbox"/>	8.33% down and 11 monthly installments (Monthly Plan)				
Automated System: (855) 729-2422	<input type="checkbox"/>	25% down, 25% at 3, 6, and 9 months (Quarterly Plan)				
Mobile App: ICC2GO	<input type="checkbox"/>	50% down, 50% at 6 months (Semi-Annual Plan)				
Billing Representative: (309) 793-1700 ext. 808	<input type="checkbox"/>	100% down, Pay-in Full (Annual Plan)				

2. SELECT PAYMENT METHOD

[] **ACH** (Automatic Withdrawal) (Funds will be withdrawn around due date.)
 (A completed Direct Bill ACH Enrollment & Authorization Form is attached.)

[] **OTHER** (See *Payment Options)

3. SELECT DOWN PAYMENT METHOD (Down Payment is due at the time of binding)

[] **ACH** (Automatic Withdrawal) (Funds will be withdrawn around effective date.)
 (A completed Direct Bill ACH Enrollment & Authorization Form is attached.)

[] **OTHER** (See *Payment Options)

BILLING STATEMENT OPTIONS: [] Email Email Address: _____

(If the billing address is different from the mailing address on the policy)

Please choose one option [] Mail C/O: _____

Address: _____

Address cont'd _____

City/State/Zip: _____

SIGNATURE: _____ Signature of Producer _____ Date



**APPLICANT'S AGREEMENT
SUPPLEMENT TO THE INSURANCE APPLICATION(S)**

This supplement is made part of the Applicant Information Section of the ACORD Commercial Insurance Application, the ACORD Business Owners Application, the ACORD Workers Compensation Application, any other Commercial Insurance Application acceptable to Illinois Casualty Company (including, but not limited to, any Liquor Liability Application), AND all sections, addendums, and memorandums attached thereto or later provided.

The signing of this supplement does not constitute a binder of insurance. However, the applicant agrees that the statements made in the application process and all subsequent documentation / information (including, but not limited to the ICC Renewal Information form) provided to Illinois Casualty Company are the applicant's agreements and representations. These representations include, but are not limited to, a full and true description and statement of the condition, situation, value, encumbrance, occupancy and title of the property proposed to be insured as well as a complete description of ALL operations necessary and / or incidental to the applicant's business. Applicant further agrees to notify Illinois Casualty Company of any change thereto. Any policy will be issued in reliance upon the truth of such representations. It is further understood and agreed that no insurance is effective under this agreement (A) unless a binder of insurance is issued designating Illinois Casualty Company has accepted this application and the binder is signed by an authorized agent of Illinois Casualty Company or (B) until the date the policy is issued by Illinois Casualty Company.

APPLICANT / NAMED INSURED (please print): **Fox Social Bar & Grille LLC**

Signature of Authorized Representative

Date _____

Printed Name of Authorized Representative

Title of Authorized Representative

Witness Signature

Date _____

Printed Name of Witness

NEW BUSINESS QUOTATION

Insurance Proposal for:

Fox Social Bar & Grille LLC

Presented by:

Dane Male

Crum-Halsted Agency, Inc.

These materials provide a brief overview of insurance protection that may be provided by Illinois Casualty Company. Given the space limitation, a complete analysis of each and every policy term, condition, exclusion or other provision cannot be provided. These materials are subject to the terms of the actual insurance policy or policies issued. Please read your entire policy or policies issued. Contact your insurance agent with any questions.

Any deletion or modification of coverage may not be directly proportional to the premium charge shown on the quotation. Premiums by premises are included for allocation purposes only.



225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • www.ilcasco.com



**Illinois
Casualty
Company**

**LIQUOR LIABILITY
NEW BUSINESS QUOTATION**

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • www.ilcasco.com

Quote #:	LQ1622365	Proposed Effective Date:	March 19, 2025
Quote Date:	March 21, 2025	Proposed Expiration Date:	March 19, 2026
Named Insured(s):	Fox Social Bar & Grille LLC		

LIQUOR LIABILITY

Illinois Casualty Company

Limits of Insurance

Description	Limits of Insurance		
	Option 1	Option 2	Option 3
Each Common Cause	\$1,000,000		
Aggregate Limit	Unlimited		

Premises 1 **104 E Main St, Saint Charles, IL 60174
Kane County**

	Premium Basis	Premium		
		Option 1	Option 2	Option 3
Food Receipts	\$650,000			
Liquor Receipts	\$275,000	\$804		
Other Receipts	\$72,063			
Cannabis Receipts	\$0			
Total Receipts	\$997,063			

Coverages Provided

Description	Premises	Option 1	Premium	
			Option 2	Option 3
Certified Terrorism Coverage	All	Included		

Other Liquor Liability Endorsements

Description	Premises	Option 1	Premium	
			Option 2	Option 3
Exclusion - Psychoactive Drug Liability	All	Included		

LIQUOR LIABILITY

Illinois Casualty Company

PREMIUM TOTALS

Description	Option 1	Option 2	Option 3
<i>Minimum Applicable Total Premium:</i>	\$300		
TOTAL PREMIUM:	\$804		
Potential premium savings for Pay-in-Full/Annual Payment Plan	\$24		
Total Premium with Pay-in-Full/Annual Payment Plan	\$780		

* Members of the ILBA may qualify for a premium credit of up to 20%, dependent upon answers to the ILBA Questionnaire and applicable minimum premiums; the credit shown above is the maximum premium credit available - actual premium credit that will be applied may be less.

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6b
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles	
	Presenter:	Acting Police Chief Eric Majewski	
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, is requesting approval of a B-1 liquor license application for their business.			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.			



Memo

Date: 5/14/2025
To: Clint Hull, Mayor-Liquor Commissioner
From: Eric Majewski, Deputy Chief of Police
Re: Background Investigation- Pho Ly St. Charles LLC., dba Pho Ly, 305 W. Main St., St. Charles (Class B-1)

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.

Pho Ly is located at 305 W. Main St, which has been its location for the past few years. The owner, Hai Ly, was previously the manager and then part owner and has recently purchased the business from his brother to become the sole owner. The business will see no operational changes and will continue to offer authentic Vietnamese cuisine.

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): Hai Ly

BUSINESS: Pho Ly Saint Charles

ADDRESS: 305 W. Main Street St. Charles, Illinois 60174

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

* COMMENTS: Fingerprints were taken in March of 2023. Records check in Cook, DeKalb, DuPage, Kane and Will counties show no current cases for the applicant.

INVESTIGATOR ASSIGNED: [REDACTED]

SUPERVISOR REVIEW: [REDACTED]



Memo

Date: 05/13/2025
To: Deputy Chief Eric Majewski #317
From: Commander Drew Lamela #340
Re: Liquor License Background / Pho Ly

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 Liquor License Class B-1. Class B-1 licenses shall authorize the retail sale of alcoholic beverages for consumption on the premises of a restaurant and tavern. Pho Ly is located at 305 W. Main Street in St. Charles, Illinois.

Applicant:

Hai, Ly
DOB: [REDACTED]
[REDACTED]
St. Charles, Illinois 60175
Telephone: [REDACTED]

The application for Pho Ly was received on 04/08/2025. The submission was complete, including a signed lease, a menu, a floor plan, and a Certificate of Insurance. Hai Ly is listed as the new owner of the business, and he was also listed as the manager during our agency's initial background investigation in 2023.

Basset Certificate #23092615 for Hai Ly was also included.

A check of the Illinois Secretary of State showed Pho Ly Saint Charles, LLC in active status. Pho Ly Saint Charles, LLC was filed on 09/06/2024.

A check of the Illinois Liquor Control Commission revealed that Pho Ly's Illinois State Liquor License #1A-1155521 has expired on 04/30/2025.



A check with the 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 in the Kane County Aegis system revealed no record with Hai Ly.

A check with New World records showed no records that would cause the license to be denied.

Applicant Interview

On 05/07/2025, at 1130 hours, I met with Hai Ly at the St. Charles Police Department reference this background investigation. Hai Ly signed all required waiver forms to allow me to complete this background investigation.

Hai Ly stated that he is currently a part owner of Pho Ly and is in the process of purchasing his brother Minh Ly's share of the business. He plans to become the sole owner by September 2025. Hai Ly indicated that no changes are planned for the business— the menu, floor plan, business plan, and staff will all remain the same. The only anticipated change is in sole ownership.

Hai Ly stated that Pho Ly's Illinois Liquor License recently expired and that he is not currently selling alcoholic beverages. Hai Ly stated that once the liquor license application is approved by the City of St. Charles, he will then be able to apply for a new Illinois State Liquor License.

Hai Ly stated that he has never possessed a liquor license in any other city or state.

Hai was fingerprinted on 05/13/2025 and were sent to the FBI Illinois Bureau of Identification. The results revealed the following arrests:

- ❖ 5/16/2013 – Lone Tree Police Department – DUI
- ❖ 7/19/2006 – Carol Stream Police Department – DUI
- ❖ 01/08/2006 – Carol Stream Police Department – DUI
- ❖ 07/21/2003 – Lombard Police Department – Retail Theft

Site Inspection

On 05/12/2025, at approximately 1015 hours, I conducted a site inspection at Pho Ly and met with the applicant, Hai Ly. I verified that the current floor plan matched the one submitted with the application and was consistent with the previous layout. I observed that both the Illinois State Liquor License and the City of St. Charles Liquor License had expired as of 04/30/2025. Hai Ly explained that the licenses were previously held in his brother Mihn Ly's name. He stated that they are not currently selling alcohol and intend to sell beer and wine once the new liquor license is approved. Hai Ly also confirmed that there is an existing inventory of alcohol on site. He noted that the business operates Wednesday through Saturday from 10:00 a.m. to 9:00 p.m., Sunday from 11:00 a.m. to 9:00 p.m., and Monday from 10:00 a.m. to 9:00 p.m., and is closed on Tuesdays.

I informed Hai Ly that the Liquor Control Commission (LCC) meeting is scheduled for 05/19/2025, at 4:30 p.m. in the City Council Chambers, and advised him that his attendance is required. Hai Ly confirmed that he would be present at the meeting.

This concludes this background investigation.

Respectfully submitted

Commander Drew Lamela #340



Quotation for
Liquor Liability Coverage

Quote Number: LL56410Q2025

Date: 04/04/2025

We are pleased to offer this quote which will remain **valid for 30 days provided there are no rate changes taking effect**. Renewal quotes will remain valid until the effective date listed under the policy term.

If between the date of this Quote and the Effective Date of the policy, there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the insurer's option, this quote may be withdrawn by written notice.

This Quote is based upon the preliminary information provided. Founders Insurance Company reserves the right to modify the terms & condition upon review of the completed application, loss runs for the preceding 5 years (minimum 3 years required), and any other information requested by the underwriter herein or if such material change in the risk is discovered after binding.

AGENT INFORMATION

Agent: Weer Insurance and Financial Services Inc
Address: 2409 Westward Dr.
Spring Grove, IL 60081
Telephone: (815)675-1007

APPLICANT INFORMATION & POLICY TERM

Applicant Name: PHO LY SAINT CHARLES LLC
Contact Name: NIKKI TRAN
Telephone: [REDACTED]
Policy Term: 04/04/2025 To: 04/04/2026

LOCATION INFORMATION

Location # 1
305 W MAIN ST
SAINT CHARLES, IL 60174

Summary Table

Location	Total Premium
# 1	\$1,839
Founders' Total:	\$1,839

Quote Number: LL56410Q2025

Date: 04/04/2025

Defense expenses: Covered in addition to the policy limit.
Deductible \$0
Minimum Earned Premium: All policies are subject to greater of short-rated earned premium or \$750 minimum premium.

APPLICABLE FORMS

Mandatory Forms/Endorsements

Privacy Notice	FIC-PN 07-15
Cancellation Endorsement	LLCAN 04-16
Illinois Liquor Liability Coverage Part	IL-CSL 04-23
Virus or Bacteria Exclusion	16E-0006 07-21
Exclusion - Firearms	16E-0026 04-22
Exclusion - Trade or Economic Sanctions	16E-0049 05-24
CANNABIS EXCLUSION	16E-0048 04-24

Optional Endorsements

Limited Assault and/or Battery Coverage	16E-0034 04-23
Cap on losses from certified acts of terrorism	CG 21 70 01-15
Disclosure pursuant to terrorism risk insurance act	IL 09 85 12-20

LIQUOR LIABILITY POLICY PROVISIONS

Assault and Battery Coverage:

Assault and battery coverage may be purchased up to the policy per-occurrence limit on eligible classes ONLY. This coverage endorsement deletes a total assault and battery exclusion which would otherwise apply. An assault and battery coverage aggregate equal to the per-occurrence limit applies. Assault and battery coverage limits are also subject to the General Aggregate Limit defined in the policy and set forth in the Declarations.

Additional Insured Coverage:

\$100 fee for each additional insured on the policy. This endorsement extends coverage to a designated person(s) named on the policy as an additional insured.

Terrorism Coverage:

This endorsement provides coverage for losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act (TRIA) formula and definitions, subject to a cap of liability contained therein. A required disclosure attached to the policy provides information regarding the federal government's participation in the payment of terrorism losses insured under the federal program.

Miscellaneous Provisions:

License authority in Illinois: Admitted

1. If indicated above, the policy is subject to a minimum earned premium
2. Currently valued loss runs for the preceding 5 years (minimum 3 years required) within 30 days of binding coverage. If not provided within this time period, a notice of cancellation may be issued at the company's discretion.
3. If assault and battery coverage is selected, it must also be an included coverage on the prospective client's GL policy with limits equal to or higher than those selected with Founders. The following information will be required if assault & battery coverage is selected: Name of general liability carrier, policy number, effective dates and underlying limits. If assault and battery coverage is not included in the existing general liability policy or they do not have a general liability policy, assault and battery coverage availability will be limited to \$50,000 with Founders.
4. Risk eligibility/price indications may change after risk has been reviewed by a Founders underwriter
5. Binding is contingent upon receipt of a fully completed, dated and signed Founders liquor application



City of St. Charles License Certification

Applicant Name HAI LY.	Business Name PHO LY SAINT CHARLES LLC
Type of License: <input checked="" type="checkbox"/> Liquor <input type="checkbox"/> Massage Establishment <input type="checkbox"/> Cigarette/Tobacco <input type="checkbox"/> Videogaming	Business Address 305 W MAIN ST ST CHARLES, IL 60174

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

[Redacted Signature]

Applicant's Signature

4/8/2025

Date

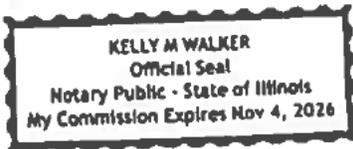
State of Illinois
County of Kane

Signed before me this 8th
day of April, 2025
by Hai ly

[Redacted Notary Name]

Notary Public

(SEAL)



**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: **PHO LY SAINT CHARLES LLC**

DBA:

Phone: [REDACTED] Fax:

E-mail: [REDACTED]

Address: **305 W MAIN ST**

City: **SAINT CHARLES**

State: **IL**

ZIP Code: **60174**

Expected date of business opening (Required): **ALREADY OPENED**

TAX PREPARER INFORMATION

Name of Tax Preparer: **JOHN TRAN**

Phone: [REDACTED] Fax:

E-mail:

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

Form **LLC-5.5**

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

FILE # 15188766

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

Filing Fee: \$150

Approved By: JXD

**FILED
SEP 06 2024
Alexi Giannoulias
Secretary of State**

1. Limited Liability Company Name: PHO LY SAINT CHARLES, LLC

2. Address of Principal Place of Business where records of the company will be kept:
305 W. MAIN ST.

SAINT CHARLES, IL 60174

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

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

HAI LY
305 W MAIN ST
SAINT CHARLES, IL 60174-1813

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:

LY, HAI
305 W. MAIN ST.
SAINT CHARLES, IL 60174

8. Name and Address of Organizer

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

Dated: SEPTEMBER 06, 2024 HAI LY
305 W. MAIN ST.
SAINT CHARLES, IL 60174



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	PHO LY SAINT CHARLES, LLC		
Principal Address	305 W. MAIN ST. SAINT CHARLES, IL 601740000		
File Number	15188766	Status	ACTIVE on 09-06-2024
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	09-06-2024	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	
Agent Information	HAI LY 305 W MAIN ST SAINT CHARLES, IL 60174-1813	Agent Change Date	09-06-2024

Services and More Information

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

Managers	Address
LY, HAI	305 W. MAIN ST. SAINT CHARLES, IL 60174

Showing 1 to 1 of 1 entries

[Previous](#) **1** [Next](#)

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

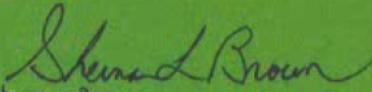
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

	ID # 22443240
	CARD # 22020415
ServSafe Alcohol® CERTIFICATE	
	HAIRY _____
	NAME _____ 1/8/2023
	DATE OF EXAMINATION _____ Card expires three years from the date of examination. Local laws apply.
<p><i>This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.</i></p> <p><i>Sherman Brown</i> Sherman Brown Executive Vice President, National Restaurant Association Solutions</p> <p><small>© 2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association. 17110801 v.1711</small></p>	

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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license details

[← RETURN TO SEARCH RESULTS >](#)

License

License Number

1A-1155521

License Class

1A - RETAILER

Retail Type

ON-PREMISES CONSUMPTION

Sales Tax Account #

44747251

Issue Date

04/30/2024

Expiration Date

04/30/2025

Application Status

Renewal

License Status

Expired

Business

Licensee Name

PHO 92 INC

Business Name

PHO LY, INC

Address

305 W MAIN ST
ST. CHARLES IL, 601741813

County

Type

Restaurant

Owners

LY, MINH OWNER 50.00

TRAN, MONGDEP OWNER 50.00

All Vietnamese rice noodles are served with lettuce, bean sprouts, sliced onions, peanuts & vegetables. Served with a side of fish sauce.

- 37. **Bún Bò Hấp**
Special rice vermicelli with chicken, pork, shrimp, beef and an eggroll \$4.99
- 40. **Bún Thịt Nướng Chả Giò**
Vermicelli rice noodles with grilled pork and an eggroll \$4.99
- 42. **Bún Bò Nướng Chả Giò**
Vermicelli rice noodles with grilled beef and an eggroll \$4.99
- 43. **Bún Mìn Chả Giò**
Vermicelli rice noodles and an eggroll \$4.99
- 43. **Bún Thịt Nướng Chả Giò**
Vermicelli rice noodles with grilled shrimp and an eggroll \$4.99
- 44. **Bún Gà Nướng**
Vermicelli rice noodles with grilled chicken \$4.99
- 45. **Bún Bò Hấp Đặc Biệt**
Spicy honey-style special soup with Vietnamese bean sprouts, pork & beef. Special blend rice available upon request. \$4.99
- 46. **Bún Riêu**
Tomato, shrimp, pork, beef, vegetables & rice noodle \$4.99
- 47. **Bún Chay**
Vegetarian noodle salad stir-fried vegetables and beef ribs served on rice noodles \$4.99



Add Any Extra To Your Dish

- Extra Meat \$1.00
- Extra Meatballs \$1.00
- Extra Noodles \$1.00
- Extra Vegetables \$1.00

- 41. **Bò Hấp Thịt Chín** Rice noodles with a combination of shrimp, pork, fish cake & squid \$4.99
- 42. **Bò Hấp Bò Khô** Beef stew with noodles \$4.99
- 43. **Mì Bò Khô** Beef stew with egg noodles \$4.99
- 44. **Mì Thịt Chín** Egg noodles with a combination of shrimp, pork, fish cake & squid \$4.99
- 45. **Mì Bò Khô Thịt Chín** Stir-fried egg noodles with a combination of shrimp, pork, fish cake & squid \$4.99
- 46. **Bò Hấp Thịt Chín** Stir-fried rice noodles with a combination of shrimp, pork, fish cake and squid \$4.99
- 47. **Mì Bò Khô Chay** Stir-fried vegetable noodles with ribs & vegetable \$4.99

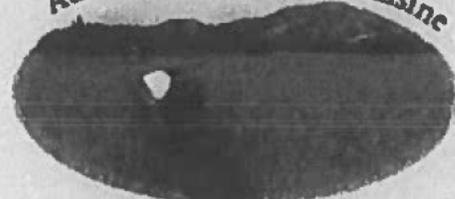
GIẢI KHÁT - Beverages

- 51. **Cà Phê Sữa Đá** Coffee with sweetened milk served over ice \$1.99
- 52. **Nước Chanh** Coconut juice \$1.00
- 53. **Sinh Tố** Smoothie: Chocolate, Apple, Mango, Strawberry \$1.99
- 54. **Bánh Bít Giò** Vietnamese sweetbread with egg rolls \$1.99
- 55. **Bé Chanh** Lemon juice with ice \$1.00
- 56. **Nước Chanh** Freshly squeezed orange juice \$1.99
- 57. **Nước Ngon** Cola, Diet Cola, Pepsi, 7 Up \$1.50
- 58. **Trà Húng** Hot tea \$1.50
- 59. **Trà Đá** Iced tea \$1.50



Phở Ly

Authentic Vietnamese Cuisine



Business Hours
Monday, Wednesday, Thursday 10am - 9pm
Friday & Saturday 10am - 9pm
Sunday 11am - 9pm
Closed Tuesday

www.PhởLyStCharles.com
630-797-5099

305 W. Main Street, St. Charles, IL 60174



Khẩu Vị - Appetizers

- 1. **Chả Giò (1 Pcs)** Crispy egg roll deep fried Vietnamese egg roll filled with ground pork, mushrooms & carrots \$4.99
- 2. **Gỏi Chua (1 Pcs)** Spring roll rice paper wrappers filled with lettuce, meat, bean sprouts, rice noodles, pork, shrimp, served with peanut sauce on the side \$4.99
- 3. **Hấp Chả Giò** Fried crispy eggroll \$1.99
- 4. **Tôm Chả Giò** Fried crispy shrimp \$1.99
- 5. **Bánh Trứng Chả Giò** Cream cheese omelette \$1.99
- 6. **Chả Giò Chả Bò** Baked chicken wings \$2.99
- 7. **Chả Giò Chả Mè** Battered chicken wings \$2.99
- 8. **Bánh Xèo** Vietnamese crispy pancake with shrimp, pork, bean sprouts, lettuce, onion leaves & served with fish sauce \$3.99
- 9. **Thịt Hạng Nhỏ** Crispy salad rolls \$3.99
- 10. **Cá Hạng Nhỏ** Crispy salad rolls \$3.99
- 11. **Cá Chả Bò** Sweet and sour beef tenderloin salad with green cabbage & banana blossoms \$3.99



Bánh Mì - Vietnamese Sandwiches

Sandwiches served with pickled daikon and carrots, chick cucumber sprouts, fresh cilantro and sliced jalapeno.

- 12. **Bánh Mì Đặc Biệt**
Special Vietnamese sandwiches combination of ham, pork & pork roll, butter and beef cheese \$7.99
- 13. **Bánh Mì Thịt Hấp Nướng**
Vietnamese sandwich with grilled pork \$7.99
- 14. **Bánh Mì Thịt Bò Nướng**
Vietnamese sandwich with grilled beef \$7.99
- 15. **Bánh Mì Bò Khô**
Vietnamese sandwich with beef stew \$7.99



Phở - Rice Noodle Soup

Rice noodles with bean-sprouts, beef and jalapeno on the side.

- | | | |
|---|---------------|--------------|
| 16. Phở Gà Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with scallions. (Chicken, beef, seafood or veal done) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 17. PHỞ THỊT Stirred steak noodle soup. (Chicken, beef, seafood or veal done) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 18. PHỞ THỊT BÒ Beef and scallion noodle soup. (Chicken, beef, seafood or veal done) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 19. PHỞ THỊT NGON Steak, beef noodle soup. \$4.99 | Medium \$3.99 | Large \$4.99 |
| 20. PHỞ THỊT SICH Steak, beef noodle soup. \$4.99 | Medium \$3.99 | Large \$4.99 |
| 21. PHỞ THỊT CH Steak, fish & soft tender noodle soup \$4.99 | Medium \$3.99 | Large \$4.99 |
| 22. Phở Bò Vò Viên Beefball noodle soup. \$4.99 | Medium \$3.99 | Large \$4.99 |
| 23. Phở Thịt Chín Steak, beef, beef noodle soup. \$4.99 | Medium \$3.99 | Large \$4.99 |
| 24. PHỞ THỊT CH Steak, beef, beef noodle soup. \$4.99 | Medium \$3.99 | Large \$4.99 |
| 25. Phở Gà Chicken noodle soup \$4.99 | Medium \$3.99 | Large \$4.99 |
| 26. Phở Chay Vegetarian noodle soup made with vegetable broth. No raw eggs preparation available upon request \$4.99 | Medium \$3.99 | Large \$4.99 |



COM - Steamed Rice

Served with steamed rice & a side of fish-sauce.

- 27. **Cơm Sườn Bò Chín**
Grilled pork chop & shredded pork & rice & steamed pork egg roll \$4.99
- 28. **Cơm Sườn** Grilled pork chop \$3.99
- 29. **Cơm Bò Nướng** Grilled beef \$3.99
- 30. **Cơm Gà Nướng** Grilled chicken \$3.99
- 31. **Cơm Gà Xào Bò**
Lemon grass chicken \$3.99
- 32. **Cơm Chả Bò Đặc Biệt (Gà, Hào, Bò Viên)**
Special fried rice (with Chicken, Pork, Beef & Shrimp) \$4.99
- 33. **Cơm Chả** (Gà, Hào Bò Hấp Thịt) Fried rice (Chicken, Pork, Beef or Shrimp) \$3.99
- 34. **Cơm Bò Khô** Beef stew with rice \$3.99
- 35. **Cơm Sườn Bò Đùi Hào** Beef chop \$3.99
- 36. **Bò Lát Lát**
Steamed rice with French style beef marinated beef cubes with mushrooms, carrots & cauliflower \$4.99
- 37. **Cá Hông Chả Mắm Mìn**
Deep fried whole cod snapper (Market Price)
- 38. **Cơm Chay**
Vegetarian steamed rice stir-fried with vegetables & steamed rice \$3.99

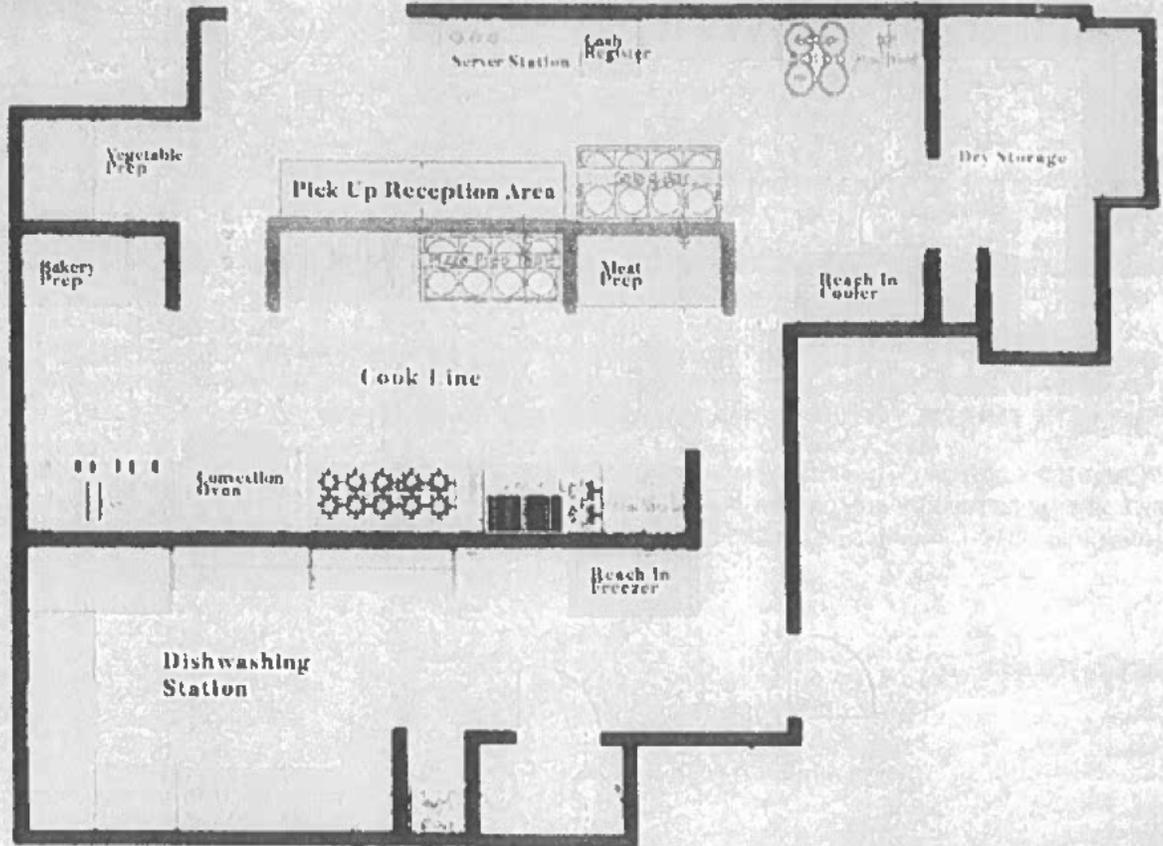


Authentic Vietnamese Cuisine



Phở Ly

Kitchen Plan

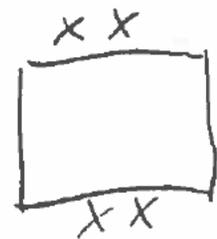
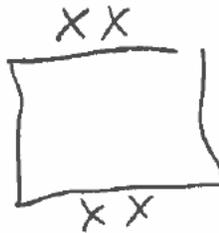
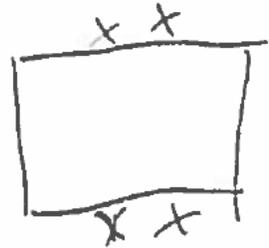
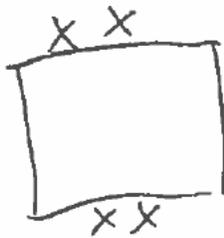
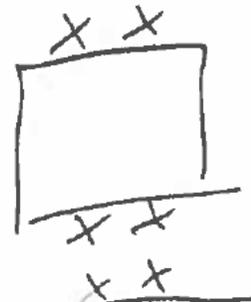
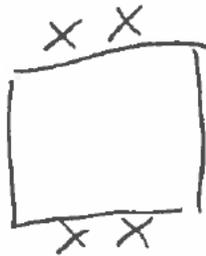
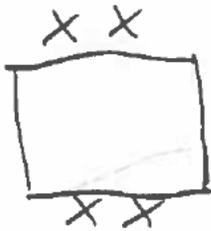
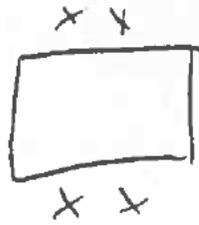
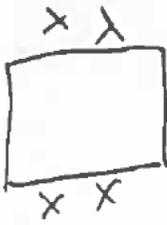


305*

Kitchen

bathroom

door

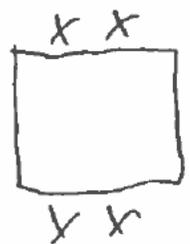
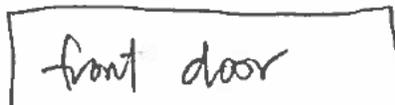
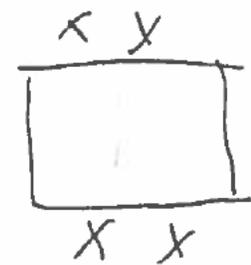
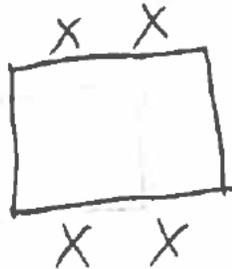


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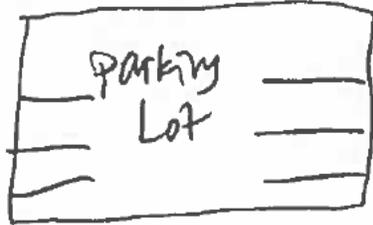
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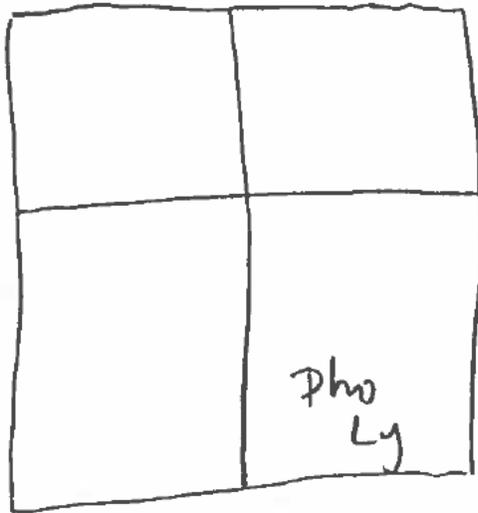
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Walnut St



Parking



3rd St

Main St

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated as of October 25, 2022, by and between Universe Properties, LLC, an Illinois limited liability company (hereinafter called "Landlord"), whose address for purposes hereof is 303 W. Main Street, Suite 200, St. Charles, Illinois and PHO 92 Inc. doing business as PHO 92 (hereinafter called "Tenant").

I. DEFINITIONS.

- (a) "Building": 301-305 W. Main Street, St. Charles, Illinois within which the Premises is located and containing approximately 11,852 rentable square feet
- (b) "Premises": Approximately 3,290 rentable square feet located at 305 W. Main Street, in the Building, generally outlined on Exhibit "A" hereto.
- (c) "Property": The land upon which the Building is situated as described in Exhibit "B".
- (d) "Common Areas" means those areas located offsite of the Building designed for the common use and benefit of Landlord and all tenants and occupants, including without limitation, all: sidewalks, curbs, parking lots (if any owned by Landlord) and facilities, access easements, easement areas, means of ingress and egress, truck maneuvering areas, landscaping, irrigation systems, detention ponds, drainage areas, and other related items as may be designated from time to time by Landlord. Common Areas include areas that require repair and maintenance of lighting, irrigation systems and landscaping and snow and ice removal.
- (e) "Commencement Date": Earlier of substantial completion of Tenant Improvements, or November 1, 2022.
- (f) "Lease Term": The period commencing on the Commencement Date and continuing for sixty (60) calendar months thereafter; provided, however, if the term of this Lease commences on a date other than the first day of a calendar month, the Lease term shall be sixty (60) calendar months plus the remainder of the calendar month in which the Lease is deemed to have commenced.
- (g) "Base Rent":

Period	# Months	Monthly Base Rent	Total Monthly Base Rent + Base Pass Through	Total Annual Base Rent + Base Pass Through
**11/01/22 - 02/28/23 [Months 1 - 5]	4	\$6,278 [\$6,278 per month Base Rent abated per Section 3 below] [if applicable]	\$6,278 + \$1,722 Base Pass Through = \$8,000 [\$7,754 per month Base Rent and Base Pass Through abated per Section 3 below] [if applicable]	\$25,112 + \$6,888 Base Pass Through = \$32,000 [\$32,000 Total Base Rent and Base Pass Through abated per Section 3 below] [if applicable]
03/01/23 - 10/31/23 [Months 6 - 12]	8	\$6,278	\$6,278 + \$1,722 Base Pass Through = \$8,000	\$50,224 + \$13,776 Base Pass Through = \$64,000
11/01/23 - 10/31/24 [Months 13-24]	12	\$6,466	\$6,466 + \$1,722 Base Pass Through = \$8,188	\$77,592 + \$20,664 Base Pass Through = \$98,256
11/01/24 - 10/31/25 [Months 25 - 36]	12	\$6,660	\$6,660 + \$1,722 Base Pass Through = \$8,382	\$79,920 + \$20,664 Base Pass Through = \$100,584
11/01/25 - 10/31/26 [Months 37 - 48]	12	\$6,860	\$6,860 + \$1,722 Base Pass Through = \$8,582	\$82,320 + \$20,664 Base Pass Through = \$102,984
11/01/26 - 10/31/27 [Months 49 - 60]	12	\$7,066	\$7,066 + \$1,722 Base Pass Through = \$8,788	\$84,792 + \$20,664 Base Pass Through = \$105,456
11/01/27 - 02/28/28 [Months 61 - 65]	4	\$7,273	\$7,273 + \$1,722 Base Pass Through = \$8,995	\$29,092 + \$6,888 Base Pass Through = \$35,980

Landlord Initials UVP

Tenant Initials PHI

**** Estimated Dates**

(h) **"Operating Expenses"**: The term "Operating Expenses" shall mean all costs, expenses, disbursements of every kind or character that Landlord shall pay, incur or become obligated to pay in connection with the management, ownership, operation, maintenance, repair, replacement and/or security of the Building, and/or Common Areas, including, but not limited to, (A) property management fees; (B) tools, supplies and materials; (C) capital improvement costs or expenses which are (i) expected to reduce Operating Expenses, or (ii) required under or made to comply with changes in any applicable Laws, or (iii) which are generally considered maintenance and repair items, amortized at a market rate over the useful economic life of such improvements; (D) all utilities, electricity, water, fuel and gas expenses, (E) maintenance, building services, grounds care, snow removal, cleaning, pest control, janitorial expenses, trash removal, equipment, (F) legal and professional fees; (G) all casualty, liability and other insurance expenses; (H) roof repair (but not roof replacement), repairs, replacements, and maintenance of the Building, all equipment, fire safety, communication, plumbing, electrical, HVAC and other mechanical systems, and/or common areas and (I) all real estate, property, ad valorem and/or personal property taxes and assessments. Operating Expenses exclude costs for (i) repair and replacement paid by insurance proceeds or other third parties; (ii) interest, amortization or other payments on loans or ground leases to Landlord; (iii) depreciation; (iv) leasing commissions; (v) tenant improvements for other Building occupants; (vi) income, inheritance, estate, gift, transfer, succession, franchise and profit taxes, and (vii) expenses to enforce tenant leases.

- (i) **"Security Deposit"**: \$24,995.00. Two month gross security deposit plus last month of initial term rent.
- (j) **"Tenant's Proportionate Share"**: 27.8% (calculated as rentable square feet of the Premises [3,290] divided by the rentable square feet of the Building [approximately 11,852 rentable square feet].
- (k) **"Permitted Use"**: Full service restaurants with liquor licenses.
- (l) **"Landlord's Broker"**: CBRE Commercial Real Estate
- (m) **"Tenant's Broker"**: _____
- (n) **"Guarantor"**: Minh Ly. Mongdep Tran
- (o) **"Tenant Improvements"**: See Exhibit "E." Subject to Landlord's receipt of detailed plans in conformance with all applicable building codes, and Landlord's prior written consent following receipt of detailed plans.
- (p) **"Base Year"**: 2022

2. LEASE GRANT.

(a) Landlord does hereby lease, demise and let unto Tenant the Premises and Kitchen Equipment (as set forth in Exhibit C), commencing on the Commencement Date and ending on the last day of the Lease term, unless sooner terminated as herein provided. If the Premises is not available and ready for delivery prior to the target commencement date of **November 1, 2022**, then this Lease shall not terminate and Landlord shall not be deemed to be in default hereunder. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with Landlord's obligations.

(b) Except as set forth in Section 5(c), Tenant shall accept the Premises and Kitchen Equipment in its "as-is" condition as of the Commencement Date, subject to all-applicable laws, ordinances, regulations, covenants and restrictions. Landlord or its agents have made no representation or warranty as to the Premises or Kitchen Equipment's condition or suitability of the Premises and Kitchen Equipment for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises and Kitchen Equipment are suitable for Tenant's intended purposes. Tenant's taking possession of the Premises and Kitchen Equipment is conclusive evidence that Tenant accepts the Premises and Kitchen Equipment as-is. Any statement or reference of size or square footage set forth in this Lease for the Premises, Building, or otherwise that may have been used in calculating any Rent is an approximation. The parties agree that such approximation is reasonable and agree to be bound by the same, and any Rent payments based thereon are not subject to revision whether or not the actual size or square footage is more or less. By taking possession of the Premises and Kitchen Equipment, Tenant acknowledges and agrees that: (i) it has had the opportunity to inspect the Premises and Kitchen Equipment; (ii) Tenant accepts the Premises and Kitchen Equipment "AS IS" and "WITH ALL FAULTS;" and (iii) Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Premises and Kitchen Equipment (including habitability, suitability or fitness for a particular purpose). **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Landlord Initials ALB

Tenant Initials HT

(c) Notwithstanding anything to the contrary contained herein, neither the Commencement Date nor Tenant's obligation to commence paying any Rent will be delayed or extended by any "Tenant Delay" which includes, without limitation, any delay: (i) in completion of any Tenant improvements in the Premises by Tenant, its agents or contractors; (ii) in finalization or approval of any plans and specifications caused by Tenant, its agents or employees; (iii) caused by any changes to the approved plans and specifications requested by Tenant, its agents or employees; (iii) of any other kind or nature caused by Tenant, its agents or employees.

(d) Kitchen Equipment. Landlord agrees to lease the personal property identified on Exhibit C to Tenant (the "Kitchen Equipment") on an "as is" basis, and on the same terms as the Premises, except as stated otherwise in this Lease. Tenant shall return the Kitchen Equipment to Landlord at the end of the Lease Term in the same condition in which it was initially provided to Tenant, reasonable wear and tear excepted. In the event any of the Kitchen Equipment is not returned, or is returned in an unsatisfactory condition, as determined by Landlord in its sole discretion, Tenant shall, in the Landlord's reasonable discretion, either i) replace said Kitchen Equipment with replacements of like kind and quality, or ii) pay Landlord the monetary value of said Kitchen Equipment as of the End of Lease Date, in an amount determined by Landlord, within five business days of Landlord's written notification to Tenant of the funds due for the Kitchen Equipment. Tenant shall be responsible for the maintenance, repair and replacement of the Kitchen Equipment during the Lease Term.

3. RENT.

(a) Tenant shall timely pay to Landlord the Base Rent (subject to adjustment as provided herein) for each month of the entire Lease term in accordance with the schedule set forth in Section 1(g) above, plus agreed base common area maintenance charge in the amount of **\$6.28** per rentable square foot ("Base Pass Through"), and all other Rent when due without deduction, set off or demand, at Landlord's specified address. The Security Deposit (\$15,508) plus 1 last month of gross rent of initial term shall be due and payable upon Lease execution. Thereafter, a monthly installment of Rent shall be due and payable in accordance with Schedule 1(g) above without deduction, demand or set off beginning on the first (1st) day of the first (1st) full calendar month of the Lease term and continuing on or before the first (1st) day of each succeeding calendar month thereafter during the term. All Rent for any fractional month shall be prorated. All other payments due to Landlord hereunder other than Base Rent are collectively "Additional Rent". If Tenant defaults under this Lease, all free Rent, bonuses or incentives provided to Tenant shall be immediately due and payable. All Tenant payments more than five (5) days past due shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum; or (ii) the highest rate permitted by applicable law (the "Interest Rate"). In addition, for any Rent payment more than five (5) days past due, Tenant shall pay a late fee equal to ten percent (10%) of such payment, which the parties agree is reasonable ("Late Fee").

* Portion of Base Rent and Base Pass Through only will be conditionally abated during Months 1 to 5 of the initial Term (the "Abated Rent Periods"). The total abated Base Rent and Base Pass Through is **\$32,000** (the "Abated Rent"). The abatement is for minimum Base Rent and Base Pass Through only and excludes any other amounts or Additional Rent due under this Lease. The Abated Rent abatement is expressly conditioned on Tenant's fulfilling all of its obligations under the Lease for the entire Term. If Tenant defaults under the Lease, all unexpired Abated Rent benefits shall cease, and all previously abated Rent shall be immediately due and payable from Tenant to Landlord.

(b) Tenant shall pay \$35.00 for each returned check. It is not intended that the late fee or any portion be construed as interest in any way. If, for any reason whatsoever, any two or more payments from Tenant to Landlord for the Rent are dishonored and returned unpaid, thereafter Landlord may, at Landlord's sole option, upon written notice to Tenant, require that all future payments of Rent for the remaining Term of the Lease must be made by cash, certified check, cashier's check, or money order ("Good Funds") and that the delivery of Tenant's personal or corporate check will no longer constitute payment of the Rent under this Lease. Any acceptance by Landlord of a payment for the Rent by Tenant's personal or corporate check thereafter shall not be construed as a waiver of Landlord's right to insist upon payment by Good Funds as set forth herein.

4. SECURITY DEPOSIT. Upon Tenant's execution of this Lease, Tenant shall deposit with Landlord **Twenty Four Thousand Nine Hundred Ninety Five and 00/100ths Dollars (\$24,995)** ("Security Deposit" plus Last Month of Initial Term Gross Rent.). The Security Deposit is security for Tenant's payment of all Rent and full performance of all the terms, conditions, and covenants of this Lease. Tenant is not entitled to any interest on the Security

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Deposit. Upon any event of default by Tenant, Landlord without prejudice to any other remedy may apply to deposit to any Landlord damages. Tenant shall restore any portion of the Security Deposit applied by Landlord. Landlord may assign the Security Deposit to any successor and upon such transfer shall have no further liability for the Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, nor shall it be deemed a bar or defense to any action which Landlord may at any time commence against Tenant. Landlord may, at any time, offset the Security Deposit against any Rent or other amounts owed by Tenant under the Lease.

5. LANDLORD'S OBLIGATIONS.

(a) Landlord shall furnish to Tenant (1) water (if available from city or municipal mains) at those points of supply provided for general use of tenants of the Building; (2) such window washing as may from time to time be reasonably required; (3) Common Area refuse and trash collection. Landlord is not liable for any interruption of utilities or services and such interruption shall not be a constructive eviction or entitle Tenant to any Rent abatement.

(b) Landlord shall repair and maintain, at its expense, the structural soundness of the foundation and exterior walls of the Building, reasonable wear and tear and uninsured losses and damages caused by Tenant and any Tenant Party excluded. Except for HVAC maintenance, repair, and replacement, and Kitchen Equipment maintenance and repair (which is Tenant's responsibility under Section 9 below) and the remaining Tenant obligations of Section 9, Landlord, subject to reimbursement as may be provided in Section 7, shall repair and maintain in good condition (i) all portions of the Premises and all areas, improvements and mechanical systems exclusively serving the Premises including, without limitation, dock and loading areas, plumbing, water and sewer lines up to points of common connection, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls, and the electrical, plumbing, heating, ventilation and air conditioning systems, (ii) the parking areas (if any owned by Landlord), roof, alleys, landscape and grounds surrounding the Premises. Notwithstanding anything to the contrary contained herein, Tenant shall bear the full cost of any repair or replacement to any part of the Premises or Building that results from damage caused by Tenant or any Tenant Party. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to repair. Landlord reserves the right, exercisable without notice and without liability to Tenant for damage or injury to property, persons or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of rent, to decorate and to make repairs, alterations, additions, changes or improvements, whether structural or otherwise, in and about the Building, common areas or any part thereof, and for such purposes to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities.

(c) Landlord shall at its expense deliver the Premises with the HVAC, plumbing and electrical systems in the Premises in commercially reasonable working order.

6. UTILITIES. Tenant shall pay for all water, electricity, heat, light, power, telephone, sewer, cable, internet, refuse and trash collection, janitorial and other utilities and services used on the Premises, all maintenance or installation charges for such utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like on these services pertaining to Tenant's use of the Premises. Tenant shall supply at its own expense security, alarm and janitorial services and garbage removal in the Premises (including the provision of a dumpster and waste management services agreement for removal of garbage generated from use of the Premises). Tenant shall not waste electricity, water, heat or air conditioning and shall cooperate fully with Landlord to assure the most effective and efficient operation of the electrical, plumbing, HVAC and other systems in the Building. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

7. OPERATING EXPENSE INCREASES.

(a) Tenant shall during the term of this Lease and any extensions or renewals thereof pay as Additional Rent an amount equal to the Base Pass Through plus Excess Operating Expenses. Tenant's Proportionate

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Share of the excess actual Operating Expenses from time to time for the Building over the sum of the Base Pass Through for calendar year **2022** shall be the ("Excess Operating Expenses"). Landlord, at its option, may collect such Excess Operating Expenses as Additional Rent in a lump sum, to be due and payable within thirty (30) days after Landlord furnishes to Tenant a statement of actual Operating Expenses for the previous year, or (ii) beginning with **January 1, 2023**, and on each **January 1** thereafter, Landlord shall also have the option to make a good faith estimate of the Excess Operating Expenses for each upcoming calendar year (or portion thereof) and beginning on **January 1, 2023** and on each subsequent calendar month thereafter may require the monthly payment of such Additional Rent equal to one-twelfth (1/12) of such estimate. Landlord may modify or increase the estimate of Excess Operating Expenses at any time.

(b) To the extent Landlord wishes to charge Excess Operating Expenses, Landlord shall furnish to Tenant a statement of Landlord's actual Operating Expenses for the previous year by April 1 of each calendar year during Tenant's occupancy, or as soon thereafter as practical ("Statement"). If for any calendar year additional rent collected for the prior year as a result of Landlord's estimate of Excess Operating Expenses is in excess of the additional rent actually due during such prior year, then Landlord shall refund or credit to Tenant any overpayment within thirty (30) days of the Statement. Likewise, Tenant shall pay to Landlord, within thirty (30) days of written demand, any underpayment with respect to the prior year. Landlord may adjust or revise any Statement for any given year if Excess Operating Expenses are revised or adjusted or if new information is received. Any estimated Operating Expenses for the Base Year for the Premises set forth on the first page of this Lease are only estimates, and actual expenses may differ based on present and future years' operational experience. If, within sixty (60) days of receipt of any annual statement of Excess Operating Expenses, Tenant fails to deliver to Landlord written notice of any objections to said statement, then the Tenant shall forever waive all rights to raise any such objections thereafter.

(c) If the Building is not at least ninety percent (90%) occupied during all or a portion of any Base Year or other comparison Lease year or applicable portion thereof during the term (including any option of extension periods, if any), Landlord may elect to make an appropriate adjustment to the variable components of Operating Expenses that vary due to occupancy, such as without limitation, costs of janitorial services and utilities) for the Base Year and each subsequent comparison year, using sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Project been at least ninety percent (90%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof.

8. **USE.** Tenant shall use the Premises only for the permitted use in compliance with all applicable Laws. The Premises shall not be used for any use or in a manner which is unlawful, a nuisance, disreputable, creates extraordinary fire hazards, results in increased insurance rates, or interferes with or disturbs other tenant's or Landlord in the management of the Building. Tenant will maintain the Premises in a clean, healthful and safe condition and will comply with all applicable laws, ordinances, orders, rules and regulations with reference to the use, condition or occupancy of the premises. The Premises shall not be used for the retail sale, cultivation or dispensing of medical marijuana, and such use is prohibited. Tenant shall be solely responsible for obtaining and maintaining a liquor license in compliance with all applicable laws prior to service of any intoxicating beverages on the Premises.

9. **TENANT'S REPAIRS AND ALTERATIONS.**

(a) Subject to Landlord's obligations in Section 5, Tenant, at its expense, shall repair, replace and maintain in clean, good condition and repair all portions of the Premises and all areas, fixtures, Kitchen Equipment, improvements, Tenant Improvements, equipment and mechanical systems exclusively serving the Premises including, without limitation, plumbing, electrical, lighting, water and sewer lines up to points of common connection, entries, special store fronts, doors, ceilings, windows, interior walls, and the interior side of demising walls, glass and plate glass, and electric, plumbing, sprinkler, life safety, mechanical and heating, ventilation (including but not limited to hood and ducts) and air conditioning systems.

(b) Tenant shall maintain at Tenant's expenses in force at all times a maintenance contract for the HVAC systems serving the ("HVAC Service Agreement") in a form and with a contractor acceptable to Landlord, providing for a minimum of quarterly maintenance, a copy of which shall be given to Landlord within the first sixty (60) days of Tenant's occupancy. Tenant shall provide Landlord with a copy of all receipts of work completed pursuant to the HVAC Service Agreement.

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(c) Tenant shall maintain and clean the Premises grease traps (no less than quarterly) and sewer basin and sewer lines servicing the Premises (no less than bi-annually) through a contractor acceptable to Landlord, providing for a minimum of quarterly maintenance and cleaning, and provide Landlord with receipts of all such completed work. Tenant shall maintain at Tenant's expenses in force at all times a maintenance contract for the Premises' hood and ducts (referred to as "Black Iron") servicing the Premises through a contractor acceptable to Landlord, providing for a minimum of semi-annual maintenance and cleaning of the entire system, and provide Landlord with receipts of all such completed work.

(d) Tenant shall regularly maintain the Kitchen Equipment in a clean, safe, and good working order, and in full compliance with all manufacturers' service, maintenance, and warranty requirements.

(e) Tenant shall maintain at Tenant's expenses in force at all times an extermination contract for the Premises (including without limitation the interior of the Premises) servicing the Premises to keep the Premises free of pests and rodents, through a contractor acceptable to Landlord, providing for a minimum of monthly extermination services, and provide Landlord with receipts of all such completed work.

(f) Notwithstanding anything to the contrary contained herein Tenant shall bear the full cost of any repair or replacement to any part of the Kitchen Equipment, Premises, Tenant Improvements, Building or Property that results from damage caused by Tenant or any Tenant Party and/or any repair that benefits only the Premises. Tenant will not in any manner deface or injure the Building and will pay the cost of repairing, and replacing as necessary, any damage or injury done to the Kitchen Equipment, Building, Property, Tenant Improvements, common areas or any part thereof by Tenant or any Tenant Party, including without limitation any fire damage to the Building as determined by the applicable fire department investigator notwithstanding the language of Section 16. No additional alterations or improvements to the Premises are permitted without Landlord's prior written consent. Upon Lease termination or expiration, Tenant shall at its expense restore the Premises. All alterations, improvements, Tenant Improvements (including all personal property added to the Premises pursuant to the Tenant Improvements), or fixtures made or added to the Premises by Tenant shall, at Landlord's sole option, either be removed by Tenant at Term end (and Tenant shall repair all damage caused thereby), or shall at Landlord's election remain at Term end without compensation to Tenant; provided that Tenant has no obligation to remove any initial Tenant Improvements (if any) installed by or through Landlord. Tenant may not remove any Tenant Improvements from the Premises without Landlord's written consent. Tenant hereby grants Landlord a security interest in all Tenant Improvements, including but not limited to personal property, goods, equipment, fixtures, proceeds therefrom, and replacements added to or installed at the Premises as Tenant Improvements. Tenant shall maintain the Premises in a clean, safe, and operable condition shall not permit any waste or damage. If Tenant fails to make any repairs within 15 days after written notice, then Landlord may make the repairs at Tenant's cost. All Tenant contractors shall maintain adequate insurance coverage as required by Landlord. All Tenant work shall be performed in accordance with all Laws, in a good and workmanlike manner. Tenant shall not permit any mechanic's liens to be filed against the Premises, Building or Property for any work performed by or through Tenant or any Tenant Party. Tenant shall remove or discharge any such lien at Tenant's costs within ten (10) days of filing. Tenant shall at its expense be responsible for any alterations, modifications or improvements to the Premises required under the ADA. Tenant shall provide copies of all receipts for maintenance work Tenant has caused to be performed at the Premises within 15 days of Tenant's receipt of said receipts.

10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not (i) assign this Lease or in any manner transfer this Lease or any estate or interest therein, or (ii) transfer any controlling ownership interest in Tenant or any guarantor of the Lease, or (iii) sublet the Premises or any part thereof, or (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties other than Tenant, its agents and employees or (vi) transfer all or substantially all of the asset of Tenant (each, a "Transfer") without Landlord's prior written consent, not to be unreasonably withheld, and any such acts without Landlord's prior written consent shall be void and of no effect. Tenant shall pay Landlord a fee of \$750.00 to review any request for approval of a Transfer. No Transfer shall release Tenant or any guarantor of the Lease any obligations under the Lease. Upon any Event of Default, Landlord may collect directly from any transferee or subtenant all rents becoming due to Tenant and apply such rents against Rent, and Tenant authorizes such direct payments. Tenant shall pay to Landlord fifty percent (50%) of any excess rent compensation received by Tenant for any assignment or sublease. Tenant not shall advertise within the Building in connection with any proposed Transfer.

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11. **INDEMNITY.** To the extent permitted by law, Tenant will indemnify, defend and hold Landlord, its officers, directors, managers, members, shareholders, employees, agents, property managers, and representatives (each, a "Landlord Party"), harmless for, from and against any claims, costs, suits, liabilities, expenses, losses and actions, including reasonable attorneys' fees (collectively, "Losses") arising out of (a) any injury to person or damage to property on or about the Premises or Building caused by Tenant or any Tenant Party, (b) any Tenant or Tenant Party act of negligence; (c) Tenant's or any Tenant Party's use or occupancy of the Premises or Building, (d) Tenant's or any Tenant Party's conduct, activity, work or thing permitted in the Premises or Building, (e) any Law violation in the Premises or Building by Tenant or any Tenant Party or (f) any Tenant breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant or any Tenant Party for any death, injury, loss or damage to any person or property caused by (1) theft, fire, act of God, public enemy, criminal conduct, third parties, injunction, riot, strike, insurrection, war, government act or court order, (2) acts of other Building tenants or adjoining property owners, (3) any matter beyond Landlord's control, (4) any repair or alteration of the Premises or Building, (5) any failure to make repairs, (6) any defect in the Premises or the Building, or (7) vermin, steam, rain, snow, ice, or water that may enter, leak into, or flow from any part of the Premises or Building, except to the extent the loss, damage or injury was caused by an act of gross negligence or willful misconduct of Landlord. This Section shall survive the expiration or termination of this Lease.

12. **SUBORDINATION.** This Lease is subject and subordinate to any deeds of trust, mortgages or ground leases that now or hereafter affect the Building, and any amendments thereof. This provision is self operative. Tenant shall execute any subordination agreement reasonably requested by Landlord. Tenant shall attorn to any lender or party who shall acquire Landlord's interest in the Premises or Building. Tenant shall pay Service Provide a fee of \$750 in connection with any request from Tenant for Landlord to provide a landlord lien waiver or subordination.

13. **RULES AND REGULATIONS.** Tenant shall comply with all Building rules and regulations ("Rules") in Exhibit "D". Landlord may amend or change the Rules from time to time. In the event of a conflict between the Lease and the Rules, the Rules will govern.

14. **INSPECTION.** Landlord or its agents and representatives may enter into the Premises upon 24 hours prior notice (or, in any emergency, at any time) to (a) inspect same, clean or make repairs or alterations or additions as Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein), or (b) show the Premises to prospective Tenants, tenants, purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

15. **CONDEMNATION.** If the entire Building or Premises is taken by eminent domain or condemnation (a "Taking"), this Lease shall terminate as of the date of the Taking. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to a Landlord's mortgagee, then Landlord may at its option terminate this Lease by delivering written notice thereof to Tenant within 30 days after such Taking, and Rent shall be equitably apportioned. Upon any Taking of the Premises or any portion thereof, the Rent shall be equitably abated. Landlord shall receive the entire Taking award. Tenant has no right to any Rent abatement or to terminate the Lease due to any Taking of any common area or parking.

16. **FIRE OR OTHER CASUALTY.** In the event that (i) the Building should be totally destroyed by fire, tornado or other casualty or (ii) in the event the Premises or the Building should be so damaged that the entire Premises is unusable and rebuilding or repairs cannot be completed within two hundred seventy (270) days after the date of such damage, Landlord may at its option terminate this lease, in which event the rent shall be abated during the unexpired portion of this Lease effective with the date of such damage. In the event the Building or the Premises should be damaged by fire, tornado or other casualty covered by Landlord's insurance, but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) days after the date of such damage, or if the damage should be more serious but Landlord does not elect to terminate this lease, in either such event Landlord shall within thirty (30) days after the date of such damage commence to rebuild or repair the Building and/or the Premises (to the extent of insurance proceeds received) and shall proceed with reasonable diligence to restore the Building and/or Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvement which may have been placed by Tenant or other Tenants or tenants within the Building or the Premises. Landlord shall allow tenant a fair abatement of Rent during the time the Premises are unfit for occupancy. In the event any mortgagee or deed of trust holder for the Building should require that the insurance proceeds be used to retire the mortgage debt,

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Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice to Tenant. Except as hereinafter provided, any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control. Notwithstanding anything to the contrary contained herein, Tenant shall have no right to terminate this Lease, and Tenant's Rent obligations shall not be abated in the event the damage or casualty was caused by any negligent or willful act or omission of Tenant or its employees, agents, contractors, invitees, licensees, guests, subtenants or assignees.

17. **HOLDING OVER.** Upon Lease expiration or termination, Tenant shall deliver the Premises in good repair and condition, broom-clean, reasonable wear and tear excepted, with all keys. Tenant shall remove (a) all trade fixtures and personal property and (b) such other alterations, improvements, trade fixtures, equipment and wiring as Landlord requests; provided that the initial Tenant Improvements installed by Landlord and the Kitchen Equipment shall remain in the Premises as Landlord's property without compensation to Tenant. Tenant shall repair all damage caused by such removal. All items not removed shall be deemed abandoned. This Section shall survive the end of the Term. If Tenant fails to surrender or vacate the Premises at Lease end, then Tenant shall be an "at will" tenant and shall pay Rent equal to 150% of the Rent payable for the last month of the then expiring Term. Tenant shall be liable to Landlord for any losses (including consequential damages) resulting from such holdover

18. **TAXES.** Tenant shall pay all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises.

19. **EVENTS OF DEFAULT.** The following events shall be deemed to be "Events of Default" by Tenant under this lease: (a) Tenant shall fail to pay when due any Rent or any other sums payable by Tenant under this Lease within five (5) days of when due; (b) Tenant or any guarantor of Tenant's obligations hereunder shall make an assignment for the benefit of creditors; (c) any petition shall be filed by or against Tenant or any guarantor of Tenant's obligations hereunder under any section or chapter of National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations hereunder shall be adjudged bankrupt or insolvent in proceedings filed thereunder; (d) a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder; (e) Tenant shall abandon any portion of the Premises and fails to pay Rent; (f) Tenant shall fail to maintain any required insurance; (g) a Rules violation by Tenant or a Tenant Party, which violation continues following 48 hours written notice to Tenant; (h) Tenant shall permit any mechanic's or other liens to be filed against the Premises or Building for any work performed by or through Tenant, and Tenant shall fail to remove or discharge any such lien at Tenant's costs within ten (10) days of filing; or (i) Tenant shall fail to comply with or observe any other provision of this Lease (other than for the defaults set forth in Sections 19(a) through (h) above), and such default shall continue after thirty (30) days written notice by Landlord to Tenant.

20. **REMEDIES.** Upon any event of default by Tenant, Landlord shall have the option to pursue any one or more of the following remedies in addition to all other rights and remedies available at law or in equity:

(a) Landlord may terminate the Lease and forthwith repossess the Premises and Kitchen Equipment using such force as may be necessary to evict Tenant, and Landlord may proceed to recover possession pursuant to the laws of the State of Illinois. If Landlord does elect to terminate this Lease, Landlord shall be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Premises and all amounts under Section 20(f) below, (ii) the unpaid Rent owed Landlord through the time of termination, plus interest thereon at the Interest Rate from the due date until paid, and all Inducement Provisions, (iii) the balance of the Rent for the remainder of the then stated term, discounted to present value using a discount rate equal to the Prime Rate plus 1% and (iv) any other sum of money and damages owed by Tenant to Landlord or incurred by Landlord due to Tenant's default. Landlord may also without notice, enter upon the Premises, alter locks or security devices and deprive Tenant of access.

(b) Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Leased Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant (except as may be required by applicable law) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to do so, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. Upon such termination of possession, Tenant shall pay to Landlord (1) all accrued Rent through the date of termination of possession and all Inducement Provisions; (2) all amounts due under Section 20(f) below; and (3) at Landlord's election, all Rent due for the remainder of the then stated Term, discounted to present value using a discount rate equal to the Prime Rate plus 1% less any net sums received by Landlord through reletting the

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Premises as provided below or (c) exercise any other remedy or take any other action permitted under applicable law or equity. Landlord shall not be liable for any failure to relet the Premises or to collect rent due for such reletting. For the purposes of such reletting, Landlord is authorized by Tenant to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient to such reletting, at Tenant's expense. If Landlord shall fail to relet the Premises, or if the same are relet and a sum sufficient to satisfy all rent (Base and Additional) provided for in this Lease to be paid by Tenant shall not be realized from such reletting after paying the unpaid Base Rent and Additional Rent due hereunder earned but unpaid at the time of reletting (plus interest thereon at the Interest Rate, the cost of recovering possession, and all of the costs and expenses of such repairs, changes, alterations and additions and the expense of such reletting and of the collection of the rent accruing therefrom), then Tenant shall pay to Landlord as damages, in addition to such other items, a sum equal to the amount of the Rent reserved in this Lease for such period or periods, or if the Leased Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file multiple suits to recover any sums falling due under the terms of this Section (b) from time to time. No delivery or recovery of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord, nor shall the reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Each right and remedy provided for in this Lease is cumulative and is in addition to all other rights or remedies provided for herein or at law or in equity.

(c) Additionally, with or without terminating this Lease, Landlord may declare all "Inducement Provisions" to be immediately due and payable by Tenant to Landlord. "Inducement Provisions" means any (i) abated rent or charges provided to Tenant, (ii) any amounts paid or to be paid by Landlord to or for the benefit of Tenant of any cash, bonus, inducement or consideration for Tenant's entering into this Lease or (iii) any other amounts, concessions or inducements incurred, funded or paid by Landlord in connection with this Lease, including Tenant or tenant improvement costs or allowances and/or all broker commissions (including both Landlord and Tenant's broker). All Inducement Provisions are conditioned upon Tenant's full performance under this Lease. Upon any Tenant default, all remaining unfunded Inducement Provisions shall automatically be deleted, and all sums, amounts or Rent previously abated, given, paid or incurred by Landlord under the Inducement Provisions shall be immediately due and payable by Tenant to Landlord as Rent or Additional Rent.

(d) Whether or not Landlord elects to terminate this Lease upon any Tenant default, Landlord shall have all rights and remedies at law or in equity including the right to change locks, to shut off Premises utilities, to re-enter the Premises, and to terminate any subleases, licenses or other arrangements for possession affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses or arrangements. In the event Landlord elects to succeed to Tenant's interest in any such subleases, licenses or arrangements, Tenant shall have no further right to or interest in the rent or other consideration receivable thereunder. Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interest hereunder.

(e) In the event Landlord elects to relet the Premises, the rentals actually received by Landlord from such reletting shall be applied as follows: first, to payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the cost of reletting (including brokerage commissions or rental concessions); third, to the cost of any Premises alterations or repairs; fourth, to the payment of rent due and unpaid hereunder; and fifth, the residue, if any, shall be held by Landlord and applied to payment of future rent as the same may become due and payable hereunder. Should any reletting result in Landlord's actual receipt of rent in an amount less the Rent payable during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord immediately upon demand therefore by Landlord. Such deficiency shall be calculated, and Tenant shall pay such deficiency, on a monthly basis.

(f) Landlord may exercise any other rights or remedies available under applicable law or equity. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord in (1) obtaining Premises possession; (2) removing or storing property; (3) repairing, restoring or re-letting the Premises (including brokerage commissions); (4) curing Tenant's defaults and (5) enforcing this Lease. Landlord and Tenant submit to the jurisdiction and venue of all federal and state courts located in Illinois for this Lease, specifically including the Circuit Court of Cook County, Illinois. Landlord's acceptance of Rent following any default or any partial payment shall not waive Landlord's rights regarding the default or any Rent due. No waiver by Landlord of any Lease default shall waive Landlord's rights regarding any future Lease violation. Tenant waives any right of redemption or relief from forfeiture under Illinois law.

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or under any other present or future law, in the event this Lease is terminated by reason of any default by Tenant. No act by Landlord or its agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no surrender agreement shall be valid unless in writing and signed by Landlord. No employee of Landlord or its agents shall have any power to accept the keys to the Premises prior to Lease termination, and delivery of the keys to any employee shall not operate as a termination of the Lease or a surrender of the Premises.

21. **SURRENDER OF PREMISES.** No act or thing done by Landlord or its agent during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by Landlord.

22. **ATTORNEY'S FEES.** Tenant shall pay all of Landlord's reasonable attorney's fees and costs in connection with any enforcement or defense by Landlord of this Lease or Landlord's rights or obligations hereunder.

23. **NO SUBROGATION; LIABILITY INSURANCE.** (a) Except as set forth below, each party hereto hereby waives any cause of action it might have against the other party on account of any loss or damage that is insured against under any insurance policy (to the extent that such loss or damage is recoverable under such insurance policy) that covers the Building, the Premises, or Landlord's or Tenant's fixtures, personal property, leasehold improvements or business and which names Landlord or Tenant, as the case may be, as a party insured. Each party hereto agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's right so recovery under subrogation or otherwise against the other party. The foregoing waiver shall not apply to (i) Landlord's deductible amounts on insurance policies carried by Landlord, (ii) any coinsurance penalty which Landlord may sustain, (iii) losses in excess of policy limits, (iv) any claims which a party was required to insure against under this Lease but failed to do so or (v) any claims under Section 33 below (Hazardous Materials). The waivers set forth in this Section will be in addition to, and not in substitution for, any other waivers, indemnities, limitations or exclusions of liabilities set forth in this Lease.

(b) Tenant shall maintain at Tenant's expense: (1) comprehensive general liability insurance at \$1,000,000 per occurrence, \$2,000,000 aggregate (with \$500,000 damage to rented premises sublimit), covering bodily injury or death, property damage and personal injury arising out of or relating to Tenant's business operations, conduct or Tenant's use or occupancy of the Premises or Building; (2) property casualty insurance for Tenant's property; (3) worker's compensation and business interruption insurance and (4) insurance for Tenant's indemnity obligations under this Lease. Tenant's insurance shall name Landlord and its manager as additional insured parties. Tenant's insurance shall be primary and any Landlord insurance shall be excess coverage. Upon Lease execution, Tenant shall provide certificates of insurance, additional insured endorsements and copies of policies. Tenant's insurance company shall confirm in writing its obligation to notify Landlord at least thirty (30) days before cancellation or a change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

24. **BROKERAGE.** Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation of execution of this Lease except for _____ ("Tenant's Broker") and CBRE Commercial Real Estate ("Landlord's Broker"). Tenant agrees to indemnify Landlord against all Losses for commissions or other compensation claimed by any other broker or agent (other than Landlord's Broker) claiming the same by, through or under the Tenant.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) business days of Landlord's request, Tenant shall furnish an executed estoppel certificate confirming the factual certifications and representations reasonably required by Landlord.

26. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord.

27. **SEPARABILITY; AMENDMENTS AND BINDING EFFECT; NOTICES; ATTORNEY'S FEES; NOTICES.** If any provision of this Lease is illegal, invalid, or unenforceable, then the remainder of this Lease shall not be affected thereby and shall remain enforceable without the such illegal, invalid, or unenforceable provision.

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This Lease is not effective unless executed by both Landlord and Tenant. This Lease may not be amended except in writing signed by Landlord and Tenant, and no waiver of any right shall occur unless in writing. This Lease shall be binding upon the parties and their respective successors and assigns. There are no third party beneficiaries of this Lease. All notices shall be in writing and sent via United States mail, postage prepaid, certified or registered mail, addressed to Tenant at the Premises and to Landlord, or such other address Landlord may designate. If any legal action is necessary to enforce this Lease, the prevailing party shall be entitled to receive all reasonable attorney's fees and costs. Time is of the essence under this Lease. This Lease may be executed in counterparts, each of which shall be an original, and all of which together are a single instrument. If more than one party executes this Lease as Tenant, then such parties shall be jointly and severally liable under this Lease.

28. **INTEGRATION; GOVERNING LAW, WAIVER OF JURY TRIAL.** This Lease is the entire agreement between Landlord and Tenant regarding this subject matter. This Lease shall be governed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. LANDLORD AND TENANT WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THE LEASE AND CONSENT TO THE JURISDICTION OF THE COURTS LOCATED IN COOK COUNTY, ILLINOIS. "Laws" means all federal, state, and local laws, regulations, orders and covenants affecting the Premises or Building. "Tenant Party" means Tenant, its assignees, subtenants, agents, contractors, employees, licensee and invitees. "Including" means including, without limitation. All exhibits and attachments are incorporated herein by reference. Landlord and Tenant agree that: (i) notwithstanding the use of the terms "Landlord" and "Tenant", this Lease is and is intended to be a lease agreement for real property, and not a service or vendor contract, (ii) this Lease shall be enforced as a lease of real property for all purposes under applicable law and (iii) Landlord is the "landlord" and Tenant is the "tenant" under this Lease, and Landlord and Tenant shall be entitled to all respective rights and remedies as a landlord and tenant under applicable law.

29. **QUIET ENJOYMENT.** Provided Tenant has performed all of its obligations hereunder, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms and conditions of this Lease.

30. **JOINT AND SEVERAL LIABILITY.** If there is more than one (1) separate person or entity executing this Lease as Tenant, the obligations of Tenant hereunder shall be joint and several.

31. **TENANT'S REMEDIES/LIMITATION OF LIABILITY.** If Landlord assigns its rights under this Lease, or transfers title to the Building, then Landlord shall automatically be released from any further liability hereunder, and Landlord is expressly authorized to assign and transfer such rights and title. Tenant hereby attorns to all successor owners of the Building. Landlord's liability under this Lease is limited to the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Landlord shall not be liable for any punitive, consequential or special damages or loss of profits under this Lease. Tenant shall give written notice to Landlord of any alleged default by Landlord and shall afford Landlord a reasonable opportunity to cure any such default, but not less than thirty (30) days. Landlord shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages, war, or any other causes beyond Landlord's control.

32. **NON DISCLOSURE OF LEASE TERMS.** Except (a) in connection with any lawsuit arising under this Lease, (b) pursuant to any valid subpoena or court order, (c) to Tenant's counsel, advisors, lenders, accountants or insurance brokers or (d) as otherwise provided by applicable law, Tenant shall keep confidential and not disclose this Lease or its terms to any person or entity not a party to this lease

33. **ENVIRONMENTAL REQUIREMENTS.** Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises or Building without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises or Building by Tenant, its agents, employees, contractors, subtenants, assignees or invitees. "Environmental Requirements" means all applicable federal, state and local laws, statutes, regulations, ordinances, rules, codes, judgments, orders of any applicable governmental authority or agency regulating or relating to health, safety, environmental conditions or the environment, including without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or containment listed or defined as hazardous or toxic, under any Environmental Requirements.

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asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). Landlord shall have the right to access and perform inspections and tests of the Premises to determine Tenant's compliance with Environmental Requirements and this Section.

34. **TENANT IMPROVEMENTS.** As set forth in Exhibit "E", Tenant and Landlord shall make certain improvements to the Premises.

35. **LANDLORD AND TENANT'S OBLIGATIONS UNDER THIS LEASE ARE INDEPENDENT COVENANTS.** TENANT'S OBLIGATION TO PAY RENT IS NOT DEPENDENT UPON THE PREMISES CONDITION OR LANDLORD'S PERFORMANCE HEREUNDER.

36. **SIGNS.** All signs at the Premises shall require Landlord's prior written consent. All signs will be subject to (i) all applicable zoning and other government requirements and (ii) Landlord's prior written approval which shall not be unreasonably withheld. Tenant is responsible to obtain any required sign permits prior to the installation of any signs. Upon expiration of the Lease Term, Tenant shall pay for all costs and expenses incurred to remove any Tenant signs, including the repair of any damage caused by the removal of Tenant signs.

37. **PARKING.** Landlord shall provide Tenant with parking in the private parking lot located at the corner of Third Street and Walnut, St. Charles, Illinois. During the Term of this Lease, Landlord shall make available to Tenant, not less than 10 (Ten) unreserved parking spaces in the Building parking lot for the use of Tenant, staff and invitees. The foregoing parking rights are personal to Tenant, and Tenant shall not assign, convey or otherwise transfer said parking rights in any manner. Landlord may at any time make changes from time to time in the location and layout of the parking area or any Common Areas. Tenant shall not overburden the parking facilities. Landlord reserves the right in its absolute discretion to (i) allocate or assign any parking spaces or (ii) to determine whether parking facilities are becoming crowded and, in such event, to allocate parking among Tenant and other Tenants and tenants. Additionally, no storage, loitering or congregating by Tenant's employees, visitors, invitees, contractors or sub-contractors is permitted in the common areas at any time. No parking at the Premises or the Building is permitted at any time of any trailers, tractor trailers, commercial trucks, vans or other commercial type trucks or vehicles by Tenant or its employees, visitors, invitees, students, contractors or subcontractors. The parking lots are not supervised, patrolled or secured and Landlord is not liable for any vandalism, robbery, theft or any injury or damage to person or property, whether the result of criminal conduct, accident, or otherwise that may occur in or about the parking lots or Building.

38. **LIEN RIGHTS.** Reference is made to the Illinois Uniform Commercial Code - Secured Transactions, 810 ILCS 5, Sec. 9-101 et seq. as may be amended ("UCC"). Capitalized terms in this Section not otherwise defined shall have the meanings set forth in the UCC. In addition to any landlord lien as provided under applicable law, Landlord shall have, at all times, and Tenant grants to Landlord, a valid security interest under the UCC upon all of Tenant's Goods, Equipment, Inventory, Fixtures, General Intangibles, Documents, furniture, improvements and personal property presently or hereafter situated in the Premises or Building, and all proceeds therefrom ("Tenant Property"), to secure payment of all Rent and performance of Tenant's other obligations under the Lease. This Section constitutes a "Security Agreement" under the UCC, with Tenant as the "Debtor" and Landlord as the "Secured Party". Upon the occurrence of any event of default by Tenant, Landlord may, in addition to any other remedies provided herein or in the Lease, enter upon the Premises, take possession of any Tenant Property situated therein, without liability for trespass or conversion, and sell the same at public or private sale in accordance with the UCC. Tenant authorizes Landlord to file at any time an initial financing statement or amendment thereto in form sufficient to perfect the security interest of Landlord in the Tenant Property and proceeds under the UCC. Landlord shall also have, at all times, the right to distraint for any Rent due.

39. **Option to Renew.**

- a) Tenant shall have the one time option to extend the Lease term for the entire Premises (the "Renewal Option") for one (1) additional period of five (5) years (the "Renewal Term") upon the following terms: (i) Tenant is not in default under this Lease, (ii) Tenant has not assigned or sublet any portion of the Lease or Premises and (iii) Tenant is occupying the Premises. Tenant shall exercise the Renewal Option by giving Landlord written notice ("Renewal Notice") at least 180 calendar days, but no more than 270 calendar days, prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeit of the Renewal Option. The Renewal

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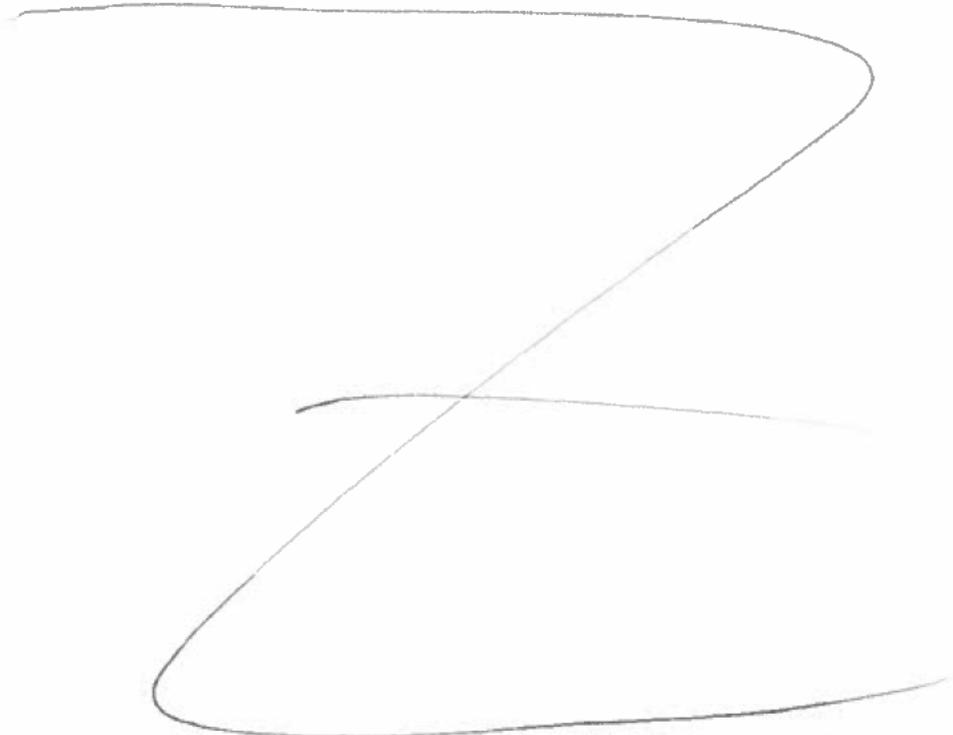
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Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "Renewal Term", and all Lease terms shall remain the same, except that (a) no rent abatements, Tenant improvements, Tenant improvement allowances, incentives, options to expand, options to renew the Lease or any other concessions, if any, for the prior Term shall apply to the Renewal Term; (b) the new Base Rent shall not be less than last month of the previous term base rent, and base rent increase must be negotiated based on market rate. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties, and (c) there is no additional renewal option. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties.

- b) At landlord election, Tenant / Principal may be required to personally guaranty the option period.

{Signatures on Following Page}



Landlord Initials ovs

Tenant Initials #1

DATED as of the date first above written.

LANDLORD:

Universe Properties, LLC, an Illinois limited liability company

By: 

Name: SWULZHENKO
Title: MANAGER

Date: Nov 1, 2022

TENANT:

PHO 92 INC 
By: 

Name: MINH LY
Title: PRESIDENT

Date: NOVEMBER 1, 2022

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Tenant Initials HL

19 October 2022

b) Tenant shall have the sole and exclusive right to extend this Lease here for the entire duration (the "Renewal Option") for one (1) additional period of (ten (10) years (the "Renewal Term"), upon the following terms: (i) Tenant is not in default under this Lease, (ii) Tenant has not assigned or sublet any portion of the Lease or Premises and (iii) Tenant is occupying the Premises. Tenant shall exercise the Renewal Option by giving Landlord written notice ("Renewal Notice") at least 180 calendar days, but no more than 270 calendar days, prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeiture of the Renewal Option. The Renewal Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "Renewal Term", and all Lease terms shall remain the same, except that (a) no rent abatements, Tenant improvements, Tenant improvement allowances, incentives, options to expand, options to renew the Lease or any other concessions, if any, for the prior Term shall apply to the Renewal Term; (b) the new Base Rent shall not be less than last month of the previous term base rent, and base rent increases must be negotiated based on market rate. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties, and (c) there is no additional renewal option. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties.

b) At landlord election, Tenant / Principal may be required to personally guaranty the option period

[Signatures on Following Page] DATED as of the date first above written

LANDLORD:

Universe Properties, LLC, an Illinois limited liability company

By: _____
 Name: _____
 Title: _____

Date: _____, 2022

TENANT:

PHO 92, INC. 

By: _____
 Name: MINDY LY
 Title: PRESIDENT

Date: OCTOBER 31, 2022

EXHIBIT A

The Premises

Approximately 3,290 rentable square feet

EXHIBIT A
The Premises
Approximately 3,290 rentable square feet



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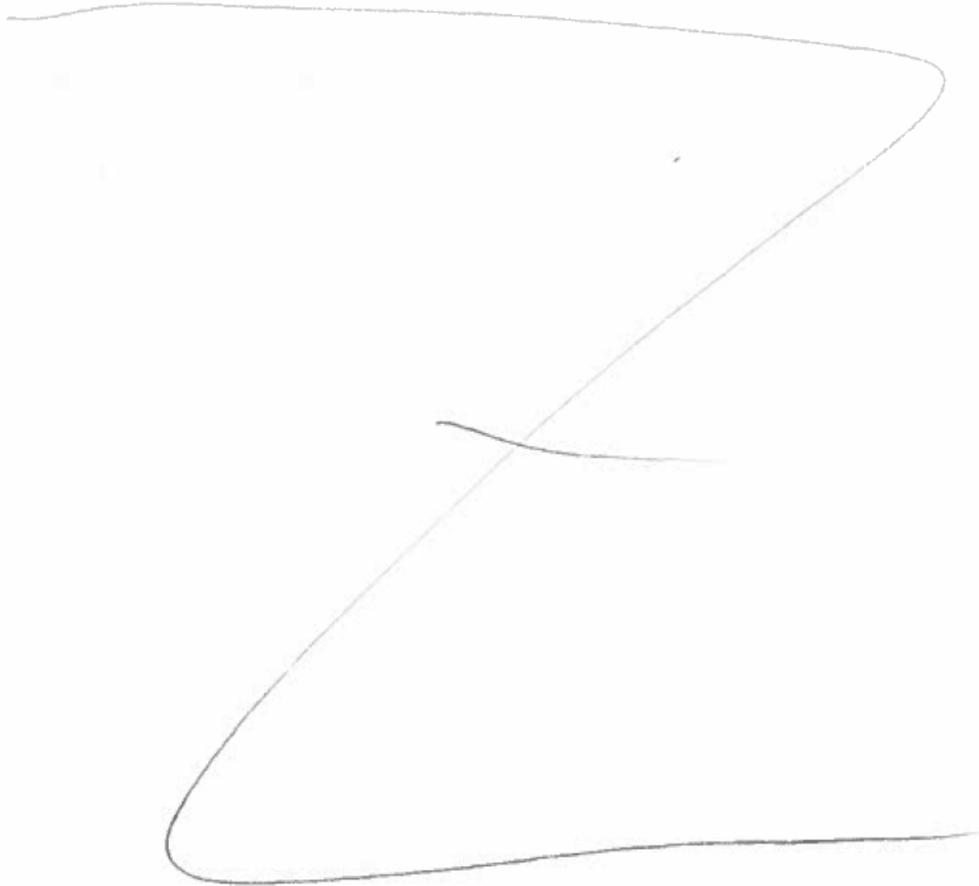
**EXHIBIT B
LEGAL DESCRIPTION OF REAL PROPERTY**

PARCEL ONE:

THE NORTHERLY 92 FEET OF LOT 4 IN BLOCK 49 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH 82 FEET OF LOT 8 IN BLOCK 49 OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



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**EXHIBIT C
KITCHEN EQUIPMENT**

<u>Name</u>	<u>Model</u>	<u>Manufacturer</u>	<u>Inventory Number</u>
3 department sink (Dishwashing)			OL-000001
3x5' SS Working Table	Custom made		OL-000002
3x5' SS Working Table	Custom made		OL-000003
Soup Reheater	Quisnos Spring USA		OL-000004
Panini Press			OL-000005
Imperial 36" Commercial infra-Red Salamander Broiler	ISB-36	Imperial	OL-000006
Broiler 36" Radiant	SCB36-HD	Saturn	OL-000007
Griddle Manual Gas		Saturn	OL-000008
Range Hot Plate 2 burner		Saturn	OL-000009
Stand Equip Table 30x36 3 side turnup			OL-000010
Avantco SS Floor Fryer 4 tubes, 120,000 BTU	FF400 50lb	Avantco	OL-000011
Avantco SS Floor Fryer 4 tubes, 120,000 BTU	FF400 50lb	Avantco	OL-000012
Avantco SS Floor Fryer 4 tubes, 120,000 BTU	FF400 50lb	Avantco	OL-000013
Reach-In Refrigerator	T-49	TRUE	OL-000014
Reach-In Freezer	T49F	TRUE	OL-000015
Chef Base with Cooler	TRCB-52	TRUE	OL-000016
Kitchen Exhaust Fan		Capriveaire	OL-000017
Kitchen Makeup Air Unit		Captiveaire	OL-000018
Kitchen Hood with lights, controls, filters.		Captiveaire	OL-000019
Kitchen Ansul System		Captiveaire	OL-000020
60" 10 burner / 2 Ovens Gas range Stove	IR-10	Imperial	OL-000021
Double Deck Gas Convection Oven	BDO-100-G-ES	Blodgett	OL-000022
429 lbs. Ice Machine Crescent Cuber 2/360 lbs ice bin.	KML-451MAH	Hoshizaki	OL-000023
20 Quart Commercial Stand Dough Mixer	M20A	Eurodib	OL-000024
Vegetable Prep. Table with sink			OL-000025
Salad Bar Waiter w/ refrigerator	MST60	TurboAir	OL-000027
Salad Bar Cook w/ refrigerator	MST60-24 MegaTop	TurboAir	OL-000028
Meat Work Prep Table w/refrigerator	TWR-60SD	TurboAir	OL-000029
Bakery Work Prep Table w/refrigerator	TWR-48SD	TurboAir	OL-000030
Dump Station with 2 heaters and table			OL-000031
Microwave w/shelf	NE1054F	Panasonic	OL-000032
Microwave w/shelf	NE1054F	Panasonic	OL-000033

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WalkIn Cooler w/ condenser, fan and pipes	Custom Build	Custom	OL-000034
Walkin Freezer w/ condenser, fan and pipes	Custom Build	Custom	OL-000035
Gas Connections with security cables Qty: 10			
Kitchen hand sink			OL-000036
Kitchen Hand Sink			OL-000037
Kitchen Hand Sink			OL-000038
Kitchen hand sink soap dispenser Qty:3			
Kitchen hand sink towel dispenser Qty:3			
Security Video Cameras Qty: 8			
Security System DVR Qty:1			
Security System Monitor Qty:1			
Security System Oper Blocks Qty:2			
Walk In Beer Cooler w/ condenser and fan.			OL-000039
Undercounter Wine Cooler (Bar)			OL-000040
Undercounter Wine Cooler (Bar)			OL-000041
Undercounter Wine Cooler (Bar)			OL-000042
Undercounter Wine Cooler (Bar)			OL-000043
Audio Speakers Qty: 5			
Bar tri-sink			OL-000044
Bar SS Ice Bin			OL-000045
Bar SS Mixer holder			OL-000046
Bar SS sink			OL-000047
Bar SS Weil			OL-000048
Grease Trap (Basement)			OL-000049
Dining Tables Qty: 15			
Dining Chairs Qty: 60			
Bar Height Tables Qty: 3			
Bar Height Chairs Qty: 5			
46" TV set Qty: 2			

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EXHIBIT D
BUILDING RULES AND REGULATIONS

1. Tenant will be provided with two sets of keys to the Premises. Tenant may obtain additional keys at Tenant's sole expense at Landlord's then listed price, which as of the time of execution is \$100. Tenant may obtain replacements for lost or broken keys at Tenant's sole expense at Landlord's then listed price, which as of the time of execution is \$150. Tenant will provide only its authorized agents and employees with copies of such keys. Upon termination of the Lease, Tenant will return all keys to Landlord or its Managing Agent.

2. Tenant will not, without Landlord's or its Managing Agent's prior written consent, alter or add locks or bolts on doors providing ingress and egress in and to the Premises. Copies of any keys or code combinations to additional locks or bolts shall be given to Landlord or its Managing Agent and all such additional locks or bolts shall be removed by Tenant at the termination of the Lease.

3. Before leaving the Premises unattended each day, Tenant will lock or otherwise secure the Premises and, to the extent not necessary for the preservation, safety and security of the equipment and product stored therein, shall shut off water faucets, lights and electrical equipment and appliances located in the Premises.

4. Tenant will not obstruct or impede other tenants' use of the common areas serving the Building. Tenant shall cooperate and participate in all security programs affecting the Park or the Building.

5. Exterior trash containers will be kept adjacent to the Premises. Tenant shall be responsible to provide for adequate and timely trash collection and disposal to empty and haul away garbage and refuse and shall do so with such frequency that prevents overflowing, unreasonable accumulation or unsanitary conditions. Tenant will pay for the cost of all containers and the periodic trash collection and disposal charges.

6. Without Landlord's prior written consent, which consent may be made upon such terms and conditions reasonably necessary to preserve and protect Landlord's interest in the Building and/or the Premises (i) no aerials, antennae or equipment will be placed or affixed by Tenant on or about the roof of the Building or which penetrates any structural portion of the Building; (ii) no awnings or other projections shall be attached to the exterior walls of the Building; (iii) no curtains, blinds, shades or screens will be used in connection with any window within the Premises nor shall Tenant cover all or any part of any window or door; and (iv) no signs, advertising placards, names, insignia, notices, trademarks or similar like items shall be placed or affixed to the exterior of the Building and/or the Premises. If there is a violation of the foregoing, Landlord or its Managing Agent may remove the same without liability and at the Tenant's expense. Interior signs on doors will be painted or affixed by Landlord at Tenant's expense and shall be of a size, color and style acceptable to Landlord.

7. Tenant shall not accumulate or store in the Premises any wastepaper, discarded records, paper files or other material which are excessive and which may cause a fire or safety hazard, including sweepings, rags, rubbish or other combustible material. If Landlord installs a supervised fire sprinkler alarm system for the benefit of the Park or the Building, Tenant agrees to pay its applicable pro rata share of the same as a common operating expense.

8. Tenant will not use the plumbing facilities serving the Premises for the disposal of refuse or any other improper use. Tenant will, at its sole expense, repair any damage to such plumbing facilities caused by any such misuse.

9. No animals (except service animals), birds or reptiles will be allowed in or about the Premises. Except for customary product handling equipment, no bicycles, motorcycles or vehicles of any kind shall be brought in or stored in the Building or Premises.

10. Except as may be permitted by Landlord or its managing Agent, Tenant will not store any personal property outside the Premises, the Building or in any common areas.

11. Tenant will not burn or incinerate trash, refuse or any other items in or outside the Premises or the Building. Nor shall Tenant, without Landlord's prior written consent, which consent may be upon such terms and conditions as are reasonably necessary to protect and preserve Landlord's interest in the Premises and/or Building.

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conduct in the Premises and/or Building any manufacturing operations or place, bring in or use any explosives, gasoline, kerosene, oil, acids or any explosive, inflammable or hazardous materials.

12. Tenant will not allow anyone to reside or sleep in the Premises.

13. Landlord will not be responsible for any loss, theft or disappearance of personal property from the Premises for any cause whatsoever.

14. Tenant shall notify Landlord or its managing Agent prior to any work being performed at the Building and/or Premises on behalf of Tenant, including but not limited to, installation of telephone equipment, electrical devices and attachments and installations of any nature affecting the floors, walls, ceilings, roof, woodwork, trim or any mechanical equipment or any physical portion of the Building and/or Premises, and shall comply with such requirements as Landlord or its Managing Agent may request in the performance of such work.

15. All inquiries or reports regarding the physical condition of the Building and/or Premises shall be given to Landlord's Managing Agent and shall only be attended to after such notification. Tenant shall not directly contract with employees of Landlord's Managing Agent to render any services.

16. Except for those exclusively to be used by Tenant's employees, Tenant, without Landlord's prior written consent, shall not operate any coin or token operated vending machines or similar devices 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 or machines for the sale of beverages, food, candy, cigarettes or other commodities.

17. Tenant will not conduct or permit to be conducted any auction or public sale on or about the Premises.

18. Tenant will maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water, pipes, fixtures and fire protection systems inside the Premises.

19. The Common Areas, sidewalk, entrances, passages, halls and parking areas in the Building will not be obstructed or encumbered by Tenant or used for any purpose other than ingress or egress to and from the Premises. All means of external and internal ingress and egress to and from the Premises and/or the Building, including interior exit doors, will not be obstructed, locked or encumbered in any manner which violates Federal, state or local governmental or insurance rules and regulations pertaining to fire, health and safety matters.

20. Tenant will not create or maintain any objectionable activity or nuisance (including without limitation, loud noises, vibrations, bright lights, smoke, dust or odors) which will be heard, smelled or be visible from the exterior of the Premises nor shall Tenant conduct any noxious or offensive trade or activity at the Premises. Tenant agrees that, if at any time during the term of this Lease Landlord or Tenant adopts a policy that no smoking is permitted except in designated areas, Tenant shall, at its own cost and expense, provide a designated area within the Premises, including adequate ventilation and fire safety equipment, in which smoking may take place. Tenant acknowledges that such a designated smoking area may be reasonable to prevent smoking in unauthorized areas of the Building and may be necessary to comply with relevant fire, health and safety laws and regulations and to prevent fire hazards within the Premises.

21. Tenant, at its own cost and expense, shall comply with all Federal, state and local laws, rules or regulations regarding the use of the Building and/or Premises, including those relating to storage and racking systems, by its employees, agents or guests, including but not limited to, fire, safety and occupational matters, including specifically, The Americans with Disabilities Act.

22. Tenant shall not overload floor beyond the floor load ratings prescribed by Landlord or allocable municipal ordinances. Tenant shall be responsible for obtaining from Landlord or its Managing Agent weight limits for the storage, racking and palleting of goods and product within the Premises to insure that the weight limits for the storage of Tenant's goods and products are not excessive and will not cause cracking or chaffing to the floor. Additionally, Tenant shall only use forklift and product moving equipment which have pneumatic or cushioned tires in order to minimize floor wear and tear and tire markings. At the termination of the Lease term, by lapse of time or otherwise,

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Tenant shall repair and restore the floor in a clean condition, including the removal of tire markings and the resealing of the floor, if necessary.

23. All deliveries and shipments will be made only at Tenant's loading dock(s) or other areas designated by Landlord or its Managing Agent. Tenant will park vehicles only in those areas designated by Landlord for vehicle parking. Tenant will comply with all directional and other signs posted in the parking areas and will use one parking stall per vehicle. Parking of passenger vehicles shall be on a "first come, first served" basis. There are no assigned/designated parking spaces for individual tenants. Tenant will not park boats, mobile homes, or similar vehicles in the common areas. Inoperable vehicles will not be allowed to remain in the common parking areas. Any vehicle which is parked in the common parking areas by Tenant in violation of these Rules and Regulations may be towed at Tenant's expense.

24. Tenant will upon request furnish Landlord or its Managing Agent with state automobile license numbers and descriptions of Tenant's vehicles and its employees' vehicles and upon request will notify Landlord or its Managing Agent of any changes. Tenant shall notify Landlord's Managing Agent of any intention to park any passenger vehicle in parking areas for longer than 24 hours. Tenant, in such instances, shall provide Landlord's Managing Agent with such information concerning the vehicles as may be reasonable requested, including the approximate length of time the vehicles shall remain parked.

25. Parking for tractors and trailers related to Tenant's business will be limited to the loading dock areas. Tenant will not park tractors or trailers in the driveways, entrances, exits or areas behind other Tenant's Premises or the parking areas in front of the Building. The parking areas, if any, in the front of the Building will be used for passenger parking only. Tenant shall not load any vehicle beyond the weight limits established by the State of Illinois and will be responsible for any damage caused to the common areas by overweight vehicles loaded by Tenant transporting goods from the Premises.

26. No solicitation within the Building is permitted. Tenant agrees to cooperate in the prevention of canvassing, soliciting and peddling within the Building.

27. Tenant shall not store any materials within two (2) feet of the north, south or east walls in the basement of the Premises.

28. Tenant shall not engage in, nor permit the occurrence of, any illegal activity on the Premises.

29. Tenant shall keep the door(s) to the Premises closed so as to prevent waste or damage, and for any default or carelessness in this regard Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

30. LULA LIFT (ELEVATOR) USE.

- a. Tenant shall realize that LULA lift is not for Tenant's Vendors. LULA lift is for Tenants and Tenant's clients handicap use only.
- b. Tenant shall understand the purpose of LULA lift as a limited use accessibility lift (elevator).
- c. Tenant shall use LULA lift only for the purpose of compliance with ADA terms and regulations.
- d. Tenant shall not use LULA lift as a freight elevator to carry items not related to handicap accommodations.
- e. Freight operation is action to use a LULA lift to carry items not related to handicap ADA regulations.
- f. Freight needs can be done by Tenant only and NOT Tenant's Clients or Vendors.
- g. Tenants' freight operations must be scheduled with Landlord. Landlord must be present during freight operations.
- h. Tenants and their clients shall operate LULA lift properly and with caution.
- i. Tenant shall realize that system is in place which records LULA lift error messages and synchronizing them with recorded video files by date and time.
- j. Tenant will be responsible for repair and/or restart of a LULA lift if interruption in LULA lift operation caused by Tenant, Tenant's Client or Tenant's Vendors. Such situations will be confirmed by reviewing LULA lift error codes and Video Recordings.

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EXHIBIT E
TENANT IMPROVEMENTS

1. Landlord and Tenant will both be making improvements to the Premises as set forth in Schedules 1 and 2 (the "Tenant Improvements").

2. Subject to the terms of this Lease, prior to the Commencement Date, Landlord shall complete, using commercially reasonable efforts, at Landlord's expense (except as set forth below), using building standard materials, the Tenant Improvements at the Premises set forth in Schedule 1, unless otherwise mutually agreed to by Landlord and Tenant.

a. "Substantial Completion" of the Tenant Improvements performed by Landlord means the date upon which the architect, space planner or other consultant engaged by Landlord, or if none, then Landlord, reasonably determines that the Tenant Improvements for the Premises performed by Landlord have been substantially completed in accordance with any scope of work, plans and/or working drawings (if any), except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "Punch List" items). After the completion of the Tenant Improvements performed by Landlord, Tenant shall within ten (10) days after demand therefore, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises.

b. Landlord shall select the contractor ("Contractor") to complete the Tenant Improvements performed by Landlord, and except as set forth herein, shall have no further obligations with respect to repair or replacement of items in the Premises except as set forth in the Lease. Landlord shall use good faith and diligent efforts to cause the Tenant Improvements performed by Landlord to be substantially completed by July 1, 2015 other than Punch List items which shall be corrected within thirty (30) days thereafter. Notwithstanding the foregoing, provided Landlord is operating in good faith, Landlord shall have no liability for any failure by Landlord to cause Substantial Completion of the Tenant Improvements performed by Landlord by July 1, 2015. Notwithstanding anything contained herein to the contrary, all cabling and moving expenses shall be at the sole cost of Tenant.

c. The term "Tenant Delay" shall include, without limitation, any delay in the completion of the Tenant Improvements or otherwise resulting from (i) Tenant's breach of the Lease, (ii) any delay in work caused by submission by Tenant of a request for any Change following Tenant's approval of the scope of work, Plans or working drawings, or for the implementation of any change order, or (iii) any delay by Tenant in timely submitting comments or approvals to any Plans or working drawings, (iv) any work at the Premises performed by Tenant or any of its agents, employees or contractors or (v) any other act or omission by Tenant or its agents, employees or contractors. Neither the Commencement Date, Tenant's obligation to commence payment of Rent nor any other Tenant obligation will be delayed or extended by any Tenant Delay. If the costs of the Tenant Improvements performed by Landlord shall increase due to any (i) Tenant Delay or any (ii) change or charge order requested by or through Tenant, then Tenant shall pay such increase to Landlord upon demand. Any changes, modifications, alterations or revisions to the scope or work, Plans and/or working drawings (each, a "Change") shall be made only with Landlord's prior written approval.

d. Landlord agrees to reasonably repair and correct any Punch List Items or any work or materials installed by Landlord or its contractor(s) in the Tenant Improvements performed by Landlord that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the Substantial Completion of the Tenant Improvements performed by Landlord. Notwithstanding the foregoing, Landlord shall not be responsible to repair or correct any defective work or materials installed by Tenant or any contractor other than Landlord's contractor(s), or any work or materials that prove defective as a result of any act or omission of Tenant or and Tenant Party.

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3. All other improvements are at Tenant's sole cost and expense, including, but not limited to the Tenant Improvements to be performed by Tenant as set forth in **Schedule 2**.

a. No Tenant Improvement Allowance. Without any allowance or contribution from Landlord, Tenant may complete certain tenant improvements to the Premises, and shall complete those Tenant Improvements set forth in **Schedule 2**. All costs and fees of the Tenant Improvements to be performed by Tenant shall be collectively the "**Tenant Improvement Costs**". The Tenant Improvement Costs shall include all architectural and engineering fees, permit fees and municipal approvals, as well as Landlord's five percent (5.0%) construction management fee. All Tenant Improvement Costs are Tenant's liability and shall be paid by Tenant as and when due. Failure of the Tenant to pay the costs is an event of default by Tenant under the lease. Tenant shall submit to Landlord (i) an affidavit signed by Tenant that upon payment by Tenant, all payrolls, bills for materials and any equipment and other indebtedness connected with the subject portion of the Tenant Improvements to be performed by Tenant for which Landlord or its property might in any way be responsible, have been paid or otherwise satisfied; (ii) the certificate by Tenant's architect that the subject portion of the Tenant Improvements to be performed by Tenant is complete in accordance with the Approved Plans and Specification; (iii) other data establishing the final cost of the Tenant Improvements to be performed by Tenant, reasonable evidence that Tenant has satisfied all of its construction obligations such as receipts, releases and waivers of liens (both general contractor and all sub-contractors) arising out of the Tenant Improvements to be performed by Tenant to the extent and in such form as may be reasonably designated by Landlord. Notwithstanding anything contained herein to the contrary, all cabling and moving expenses shall be at the sole cost of Tenant.

b. Contractor; Plans and Specs. Tenant may contract with any architect/designer of its choice, including those whose names have been supplied by the Landlord. Services requested by Tenant in connection with design and drawing preparation shall be at Tenant's sole cost and expense. Landlord makes no representation or guarantee with respect to fees, services schedules or other items to be provided by the architect/designer and shall in no way be responsible for such architect/designer's work product. Tenant's consultant shall prepare plans and specifications for the Tenant Improvements to be completed by Tenant in the Premises (the "**Plans and Specifications**"). All Plans and Specifications (any and material changes to the same) shall be subject to reasonable review and approval by Landlord, Landlord's architect and/or consultant prior to commencement of the Tenant Improvements to be performed by Tenant. All costs of preparation, review and approval by Landlord shall be borne by Tenant. Landlord shall, within five (5) business days after receipt of the Plans and Specifications by Landlord for its review and approval, submit to Tenant the Plans and Specifications with the required approvals noted thereon, or submit comments to Tenant setting forth changes to be made in the Plans and Specifications. If changes are required by Landlord, Tenant shall have the Plans and Specifications modified and resubmitted to Landlord for approval and such process shall be repeated until Landlord, Landlord's architect, and/or Landlord's engineer have approved the Plans and Specifications for the Premises (hereinafter referred to as "**Approved Plans and Specifications**"). Changes to the Approved Plans and Specifications shall be made only upon prior written approval of Landlord and at Tenant's sole cost and expense. Landlord may take a supervisory role in the completion of the Tenant Improvements to be performed by Tenant.

c. Work. Tenant shall contract directly for the Tenant Improvements to be completed by Tenant in accordance with the Approved Plans and Specifications. Tenant's contractor shall bill Tenant and Tenant shall be solely responsible for paying all costs for the Tenant Improvements to be performed by Tenant as set forth on the Approved Plans and Specifications. All Tenant Improvements to be performed by Tenant shall (i) be performed pursuant to written contracts with workmen and mechanics, which shall be reasonably acceptable to Landlord; (ii) comply with all reasonable restrictions and requirements as Landlord may impose with respect to the Tenant Improvements; (iii) conform to the standards of the property or building; (iv) be done in a good, workmanlike, safe and lawful manner in compliance with applicable laws, governmental regulations, and requirements; and (v) be done so as not to interfere with any other tenants, tenants, occupants, their employees or invitees in the property or building. Tenant shall cause such contractor to take all steps necessary to cooperate in the coordination of the performance of the Tenant Improvements to be performed by Tenant with the work of Landlord or Landlord's contractors in the Premises (if any).

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d. Indemnity. Tenant shall indemnify Landlord from any mechanic's or material man's lien against Landlord's interest in the property, building or Premises filed in relation to work performed or materials supplied to the Building or Premises by or at the request of Tenant, Tenant's agents, employees or Tenant's contractor. If a lien is filed, Tenant or Tenant's contractor shall, at Landlord's option either, (i) remove the lien by paying it in full, or (ii) furnish Landlord a bond sufficient to discharge the lien or (iii) deposit in an escrow account approved by Landlord the sum that represents 150% of the amount of such lien. In the event Tenant or Tenant's contractor shall fail to remove the lien, provide a bond or cash escrow within ten (10) days after notice of such lien, such failure shall be an immediate Default by Tenant by Tenant without the necessity of further notice from Landlord and Landlord shall be entitled to take such action at law, in equity or under the Lease as Landlord deems appropriate and Tenant shall be responsible for all monies Landlord may pay in discharging any lien including all costs and reasonable attorneys' fees incurred by Landlord in settling, defending against, appealing or in any manner dealing with lien. This indemnity obligation shall survive nay termination of the Lease.

e. Commencement Date. Neither the Commencement Date nor Tenant's obligation to commence paying any Rent will be delayed or extended by any Tenant Delay.

f. Representative. Tenant has designated Minh Ly as its authorized representative with respect to this work letter. Landlord has designated Oleg Shulzhenko as its authorized representative with respect to this Agreement.

g. Substantial Completion. "Substantial Completion" of construction of the Tenant Improvements to be performed by Tenant shall be defined as the date upon which the space planner or other consultant engaged by Landlord, or if none, then Landlord, determines that the Tenant Improvements to be performed by Tenant have been substantially completed in accordance with the Approved Plans and Specifications, except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "Punch List" items). After the completion of the Tenant Improvements to be performed by Tenant, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises. The failure of Tenant to take possession of or to occupy the Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of Rent by Tenant.

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Schedule I
Tenant Improvements to be Completed by Landlord

1. Deliver the space.

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Schedule 2

Tenant Improvements to be Completed by Tenant

1. Finish Premises to suit.

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	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6c
	Title:	Recommendation for Approval of City Property Use and Parking Lot Closure for Annual Farmers Market from June through October	
	Presenter:	Acting Chief of Police Eric Majewski	
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost:	Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>	
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The Farmers Market organizers at the Baker Memorial Church are requesting a new location for the weekly Farmers Market: 211 N. Riverside Ave. They are specifically requesting the parking lot for the old police department on Fridays, from June until the end of October, from approximately 5 a.m. until 2:30 p.m.</p> <p>Vendors for the event will have tents that will not be bigger than 10' x 10'. Food trucks have also been approved to be a part of this weekly event, as they are scheduled.</p> <p>Signs will be installed by public works at the parking lot entrance/exits indicating no parking during the event timeframe. Additional barricades for this request will be stored outside of the old police department and will be set up and then removed by event volunteers once all of the booths are gone.</p>			
Attachments (please list):			
Map			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve City property use and parking lot closure for the annual Farmers Market from June through October.			

Farmer's Market Revised Location: 211 N. Riverside Ave. (old police station)



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6d
	Title:	Recommendation to Approve a Proposal for a Sound Amplification Permit and a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mt. Saint Mary’s Park on October 18, 2025	
	Presenter:	Acting Police Chief Majewski	
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost: \$1,252.68 (PD) \$121.48 (PW) \$58.84 (EMA) TOTAL \$1,433.00		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>This is an application request for a Class E-1 Temporary Liquor License, authorizing dispensing and consumption of craft beer on Park District property, as indicated on a proposed 5K road race route. This temporary license is requested for a single, one-day event, to be held on Saturday, October 18, 2025.</p> <p>The event, known as “Hops for Hope 5K,” will take place on October 18, 2025, in Mount St. Mary’s Park from 10:00 a.m. to 4:00 p.m. and extend into Wheeler Park in Geneva. Similar to previous years, the estimated attendance is 1,000 participants. Project Mobility is a Non-for-Profit organization in partnership with the Bike Rack of St. Charles, with the goal of raising funds to provide adaptive cycling for subjects with physical disabilities.</p> <p>Two EMA members will be present to cross traffic on Route 31 and two Officers will oversee the patrons at the beer fest. Event volunteers will monitor alcohol consumption (beer only) and credential runners (all pre-paid and registered) inside the designated consumption areas. They are also expected to have volunteers checking ID’s of registrants prior to entering the alcohol consumption area.</p> <p>Runners will be able to get one 3oz beer during check-in prior to the race start. Runners will then be allowed to sample a 3 oz. beer at each of the six designated stops on the running route. The “beer fest” portion of this event is scheduled to begin at 12:30pm and last until 4 pm. Runners and those registered just for this portion will receive tickets for 18 3 oz. beer samples with their prepaid purchase for consumption inside a fenced-in area near the award tent at the end of the race route. Food for purchase will be available by local vendors. No additional service or beer purchases will be permitted once the attendees use up their tickets.</p> <p>All participants must be 21 or older and each will receive an event-specific wristband confirming their identification and age were verified. Each “beer stop” will be fenced with a single point of ingress and egress. The sample will be issued in a plastic cup which would be disposed of at the stop prior to egress. The event will have a fenced in area in Mt. Saint Mary’s Park that will include a tent, awards stand, and a dispensing area for craft beer.</p> <p>A sound amplification permit has been applied for to accommodate a public address system and a band for event entertainment. This event has been approved by the St. Charles Park District Board.</p>			
Attachments (please list):			
E-1 Liquor License Application			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary’s Park on October 18, 2025.			

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6e
	Title:	Recommendation to approve amplification and the parking lot closure of City Lot B for the CF Cycle for Life Bicycle Event	
	Presenter:	Acting Police Chief Majewski	
Meeting: Government Operations Committee		Date: July 1, 2024	
Proposed Cost: \$128.98 (PW)		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The Third Annual Cycle for Life event is proposed for Saturday, September 27th, 2025.</p> <p>Bicycle enthusiasts supporting the Cystic Fibrosis Foundation will be hosting a fundraiser at Pollyanna Brewing. Bicycle riders will also be taking part in a fundraising ride that will depart from and return to City Parking Lot B.</p> <p>The event will kick-off at 9am and is expected to end around 2pm. The closure of City Lot B is requested on that day from 6:30am – 3pm. Participants are invited to stay after they return from their bicycle ride and the group has partnered with Pollyanna for that portion of their event. No alcohol will be distributed by the organizers.</p> <p>Organizers will be notifying neighboring businesses of the event and lot closure.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve the City Lot B parking lot closure and amplification for CF Cycle for Life bicycle event.			



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6f

Title: Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2025 Fox Valley Marathon

Presenter: **Acting Police Chief Majewski**

Meeting: Government Operations Committee

Date: May 19, 2025

Proposed Cost: \$9,348.63 (PD)
 \$ 2,891.42 (PW)
 \$ 1,040 (FD)
 \$1,294.48 (EMA)
TOTAL \$14,574.53

Budgeted Amount: \$

Not Budgeted:

TIF District: Choose an item.

Executive Summary (if not budgeted, please explain):

The sixteenth annual Fox Valley Marathon is proposed for Sunday, September 21, 2025. This year’s race will again be centralized in Mount St. Mary’s Park, which is where the start and finish line will be.

All race distances, except for the 5K, will begin at 7:00 a.m. The 5K will begin at 7:10am. They will all leave Mt. St. Mary’s Park to Riverside Ave via the Prairie St. Bridge. The majority of runners will proceed north to Illinois St. and continue south on 1st Street. They will then move to Route 31, and out of the city limits into Geneva and eventually to Aurora. The route returns to St. Charles via Riverside Park, exiting onto Riverside Ave. at Moore Ave. Runners will continue north and return to the Riverwalk at Devereaux Way. They will proceed to the Illinois St. bridge sidewalk and finish at Mt. St. Mary’s via the west side Riverwalk. The following closures are requested for these routes:

From 6:45a to 7:45a:

- Riverside Ave. – From Illinois Ave. to Division Ave.
- Illinois St. – From Riverside Ave. to S. 1st St.
- S. 1st St. – From Illinois St. to Geneva Rd.
- Geneva Rd – From Prairie St. to southern city limit.
- Prairie St. – From S. 2nd St. to Riverside Ave.
- West Side Riverwalk – From Illinois St. to Mt. St. Mary’s Park.
- No parking on S. 1st St. – From Illinois St. to Cobblestone Dr.

From 7:45a to 1:30p:

- Prairie St – From Rt. 31 to Riverside Ave.
- Riverside Ave – From Devereaux Way to Moore Ave. (Southbound Lane Only).
- Illinois Bridge Sidewalk (South Side Only).
- West Side Riverwalk – From Illinois St. to Mt. St. Mary’s Park.
- East Side Riverwalk – From Illinois Ave. to Devereaux Way.

The event sponsors are also requesting the use of an amplification system (PA) within Mt. St. Mary’s Park at the start and finish lines for the duration of the event Sunday, September 21, 2025 from 6:15 a.m. – 2:00 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.

The sponsors will ensure advance notification and promotion are done in the downtown area, with special emphasis on any business directly along the closure route.

Attachments (please list):

Recommendation/Suggested Action (briefly explain):

Recommendation to approve a proposal for street and parking lot closures, and use of amplification equipment, for the 2025 Fox Valley Marathon.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6g
	Title:	Recommendation for Approval for Amplification and Use of a Portion of First Street Plaza for the 2025 Jazz Weekend	
	Presenter:	Acting Police Chief Majewski	
Meeting: Government Operations Committee		Date: May 19, 2025	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The St. Charles Business Alliance is requesting partial use of the 1st Street Plaza during Jazz Weekend, which is taking place September 11-14, 2025.</p> <p>Two live-music performances are scheduled to take place on the Plaza and various jazz bands are scheduled to play on Saturday and Sunday during daytime hours throughout town.</p> <p>The applicant is working with the Electric Department to ensure adequate electric will be available, if needed.</p>			
Attachments (please list):			
Recommendation/Suggested Action (briefly explain):			
Recommendation for approval for amplification and use of a portion of First Street Plaza for the 2025 Jazz Weekend.			



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 7a

Title:

Recommendation to Approve the Comprehensive Staffing and Standards of Coverage Report for the Fire Department

Presenter:

Fire Chief Jeremy Mauthe

Meeting: Government Operations Committee

Date: May 19, 2025

Proposed Cost: \$ 51,680

Budgeted Amount: \$ 51,680

Not Budgeted:

The safety and well-being of the residents of St. Charles is directly tied to the Fire Department’s ability to deliver timely and effective emergency services. To ensure the department remains prepared to meet both current demands and future challenges, this proposal recommends the completion of a Comprehensive Staffing and Standards of Coverage Report to be conducted by the Illinois Fire Chiefs Association (IFCA).

This in-depth, data-driven study will provide valuable insights into the current operations and deliver actionable recommendations for enhancing the department’s effectiveness and long-term sustainability. The scope of the report will include:

1. **Current Staffing Analysis**
A comprehensive review of existing staffing levels, measured against national standards and industry best practices, to evaluate adequacy and identify areas for improvement.
2. **Response Time Assessment**
An evaluation of response times across all incident types, with a focus on identifying patterns and trends as well as areas for improvement to meet or exceed industry benchmarks.
3. **Coverage Standards Review**
An analysis of the department’s current standards of coverage to assess whether they align with the evolving demographics and service demands of the St. Charles community.
4. **Resource Allocation Recommendations**
Strategic recommendations for optimizing the deployment of personnel and apparatus to ensure efficient and effective operations under both routine and peak conditions.

The IFCA will work collaboratively with the Fire Department administration to collect, analyze, and interpret all relevant data, ensuring the final report is reflective of the unique service expectations and operational environment of the City of St. Charles.

This report will be a critical tool for guiding future policy decisions, budget planning, and resource management- ultimately ensuring that the St. Charles Fire Department continues to deliver exceptional service while remaining resilient and responsive to future community needs.

Importantly, this initiative also reflects the ongoing commitment to fiscal responsibility. By investing in a comprehensive, evidence-based assessment, it aims to ensure that all future decisions- whether related to staffing, resource deployment, or capital investment- are both strategically sound and

financially sustainable. This report will help avoid unnecessary expenditures, identify cost-saving opportunities, and maximize the return on the financial investment allocated to the Fire Department.

Funding for this initiative has been accounted for through a combination of an intentional carry-over of budgeted funds from FY 2024–2025 and additional budgeted funds allocated in FY 2025–2026.

Attachments (please list):

IFCA Proposal

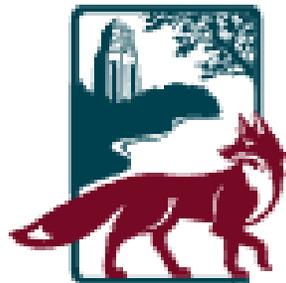
Recommendation/Suggested Action (briefly explain):

Recommendation to Approve the Comprehensive Staffing and Standards of Coverage Report for the Fire Department.



Proposal to complete a Comprehensive Staffing & Fire Station Location Study

For The



CITY OF
ST. CHARLES

ILLINOIS • 1834

Submitted By:



March 20, 2025



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Illinois Fire Chiefs Association (IFCA) Purpose

The purpose of the Illinois Fire Chiefs Association is to provide a forum in which the Chiefs of fire departments of cities, towns and other municipal areas in this State may discuss matters of mutual interest, and to provide these Chiefs with a channel for concerted action for their continuing efforts to improve the efficiency and to elevate the status of the fire service, as well as to furnish them an aid in their efforts to promote more effective fire prevention and suppression through educational, legislative and technical means.

IFCA Promotional Assessments and Consulting

The IFCA Promotional Assessment and Consulting is a division of the Illinois Fire Chiefs Association. The IFCA Consulting Services use a core of professional fire service leaders, both active and retired, as well as other public safety experts to offer a well-rounded and diverse pool of talent. Each IFCA partner and associate brings unique skills and knowledge to enhance the overall goal of providing each client with the best solution for their organization. The IFCA Promotional Assessment and Consulting Division provides the following services:

IFCA Scope of Services Available

✓ Accreditation Consultation	✓ ISO Advice
✓ Standards of Coverage	✓ Workforce / Staffing Study
✓ Consolidation of Jurisdictions	✓ Community Risk Reduction
✓ Bureau Structure & Practices	✓ Operational Analysis & Review
✓ EMS Practices & Upgrades	✓ Organizational Review
✓ Fire Station Location	✓ Referendum Planning
✓ Finance & Budget Survey	✓ Strategic Planning
✓ Water Supply Evaluation	✓ Compliance Regulatory Review



IFCA Consulting References

IFCA Consulting Services takes a detailed, structured approach to problem analysis so we can offer you innovative solutions to implement national standards and best practices.

IFCA Consulting Services offer the benefits of improving organizational structure, strengthening morale, cultivating management methods, and optimizing service level capabilities.

Ask one of our satisfied clients how IFCA Consulting Services have improved their agency:

Associated Fire Fighters of Illinois (AFFI) Antioch FD Barrington-Countryside FPD Beach Park FPD Bensenville FPD Bloomington FD Bourbonnais FPD Bradley FD Carbondale FD City of Columbia FD Coal City FPD	Crystal Lake FPD Darien Woodridge FPD East Dundee-Countryside FPD Elwood FPD Franklin Park FD Gardner Volunteer FD Hoffman Estates FD Itasca FPD Lincolnshire Riverwoods FPD Lisle Woodridge FPD New Lenox FPD Mt. Prospect FD	Normal FD Peotone FPD Pingree Grove FPD Princeton FD Manhattan FPD St. Charles FD St. Charles Countryside FPD Troy FPD Warrenville FPD Wood Dale FPD Zion FD
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Project Management Team

- IFCA Executive Director, Chief John Buckley (Ret.)
 - IFCA Consulting Division - Project Director, Chief Raymond Kay (Ret.)
 - IFCA Consulting Division – Lead Consultant, Chief Donald Markowski (Ret.)
 - IFCA Consulting Division- GIS Technical Analyst, Lt. Steve Rivero (Ret.)



Project Management Team Experience

Chief John Buckley (Ret.), Executive Director IFCA

John Buckley has been involved in the fire service since joining the Riverside, Illinois Fire Department as a paid-on-call firefighter in 1986. He remained with Riverside for nearly 25 years, attaining the rank of Deputy Chief. Additionally, he was a career firefighter with the Pleasantview Fire Protection District for over 27 years, retiring after serving as the Fire Chief for five of those years. Chief Buckley has since worked on numerous projects related to the fire service including managing legislative initiatives for the Illinois Fire Chiefs Association, providing administrative support for fire departments, and serving as the interim fire chief in both Itasca and LaGrange, Illinois. Chief Buckley currently serves as the Executive Director for the Illinois Fire Chiefs Association, representing more than 1500 Chief Fire Officers in Illinois. He has obtained a bachelor's degree from Southern Illinois University, a master's degree from Lewis University and is a graduate of the Executive Fire Officer Program at the National Fire Academy. He has numerous certifications from the Illinois State Fire Marshal, including Chief Fire Officer Certification, and was an Illinois Licensed Paramedic for more than thirty years. During his fire service career, he has had the opportunity to become involved in many aspects of supporting the fire service mission, from fire inspection and public education to emergency response. He was a long-time member of Statewide Deployable Technical Rescue and Hazardous Materials Teams. John and his wife live in suburban Chicagoland, they have two adult children and three grandchildren.



Chief Raymond Kay (Ret.), Program Director

Raymond Kay began his service as a responder in 1984 as a Paid-on-Call Firefighter for the Roberts Park Fire District. In 1987 Ray began a full-time career with the Downers Grove Fire Department, then moving to the Oak Lawn Fire Department and lastly finding a home at the Orland Fire District. Ray progressed through ranks at the Orland FPD including serving as the Fire Chief.

In a parallel pathway, Ray has been a Field Staff Instructor at the Illinois State Fire Academy, IFSI, since 1994, remaining active today. Serving as the Hazardous Materials Program Coordinator for IFSI, Ray worked with numerous public safety organizations beyond the fire service including law enforcement, EMS, public health, emergency management, military agencies, and Federal agencies. In addition to working with the State Fire academy, Ray has been instructing at the community college level and developing Master's level curriculum and teaching at the master's level at National Louis University. Ray has been an invited guest speaker at national level conferences for the US EPA and OSHA. The Naval Postgraduate School invited Ray on several occasions to be a guest speaker, to address Master's degree candidates.

Recently Ray served as the Homeland Security Branch Chief for the Mutual Aid Box Alarm System (MABAS)-IL assigned to Cook County Emergency Management and Regional Security (EMRS). Ray holds a Master's degree in Homeland Security from the U.S. Naval Postgraduate School, attained an Illinois Professional Emergency Manager (IPEM) certification from the Illinois Emergency Management Agency (IEMA) and numerous additional educational achievements. Working with Cook County EMRS, Ray has supported a wide variety of planning efforts, planning documents



Chief Don Markowski (Ret.), Lead Consultant

Chief Markowski has a long history with the IFCA. He served on the Executive Board of the IFCA for over ten years including being elected President in 2011. Chief Markowski was selected as Fire Chief of the Year in 2016. Chief Markowski currently works with the IFCA as a Promotional Assessor and Consultant. Chief Markowski has held a leadership position in many other fire service associations. He has been a speaker at several fire service association conferences and seminars.

Chief Markowski has over forty years of fire service experience. His experience includes all levels of the fire service. While serving as a chief officer for over twenty years, he had proven milestones along the way. As chief administrator he oversaw budgets more than fifteen million dollars and worked with several organized unions without ever having to go to mediation or arbitration to settle contracts or labor issues.

Chief Markowski has been a proponent of education in the fire service. He has obtained certifications through the Illinois Office of the State Fire Marshal as Advance Firefighter, Advance Fire Officer, Chief Fire Officer, Instructor, Hazmat Technician, and several others. Chief Markowski was an accredited Chief Fire Officer through the Center for Public Safety of Excellence. In addition to his certifications Chief Markowski has earned a Master's degree in Business Management from National-Louis University, Wheaton Illinois, a Bachelor's degree in Fire Science Management from Southern Illinois University, Carbondale, Illinois and an Associate's degree in Fire Science Technology from College of DuPage, Glen Ellyn Illinois.



Lt. Steve Rivero (Ret.), GIS Technical Analyst

Lt. Rivero is a 30-year veteran of the fire service. Using his knowledge of Public Safety GIS, he was instrumental in obtaining an ISO Class 1 and a Center for Public Safety of Excellence Accreditation for the fire district he worked for. Lt. Rivero is the visionary behind Plug Ugly Solutions, a data analytics company that assists Fire Service Leadership to "back their gut" by providing the necessary resources to make initiative-taking, intelligent, data-driven decisions. He has provided GIS services to fire service consulting companies, fire departments, and fire districts, from performance and accreditation data analysis to staffing and consolidation analysis. He has created incident, AVL, and performance web applications, as well as static dashboards for clients across the United States. Steve has been a champion for Public Safety GIS and continues to find many ways to educate the fire industry about the importance of GIS in Public Safety. He is part of a team that provides feedback to the world-leading GIS software company, Esri, which has proven essential in developing its Fire Service maps, apps, and templates. Steve has been a keynote speaker for numerous events, specifically the Esri International User Conference, Esri CIO-CDO Summit, and Esri National Security Summit, as well as other private software companies and public IT associations. Steve uses his bilingual skills (fire nomenclature and tech talk) to bridge the Public Safety and technology gap. He is always willing to use this skill to advance GIS by helping today's leaders create tomorrow's fire service. It is their legacy, but it is his passion.

Scope of Work - Phase 1

The IFCA would provide the following services utilizing the St. Charles Fire Department incident response data from the past 3-5 years.

Fire Station Location Analysis

The Fire Station Location Analysis with Predictive Modeling is an analysis of the distribution and concentration of the St. Charles Fire Department fire stations and predicts the performance changes when the fire stations configuration is changed.

Execution	Analyzing the Data
<ul style="list-style-type: none"> ✓ Establish service demands Dimensions used: Type of Incident Location of Incident Frequency of Incidents ✓ Analyze response system performance. ✓ Analyze station distribution and concentration. <ul style="list-style-type: none"> * <i>Fire Station Distribution</i> – The fire station’s geographic location within its area of responsibility. * <i>Area of Response (AOR)</i> to provide first-due resources within a given drive time. * <i>Fire Station Concentration</i> – The fire station’s geographic location in relation to adjacent fire station AORs to provide additional resources to meet an Effective Response Force (ERF). ✓ Predict future performance. 	<ul style="list-style-type: none"> ✓ Analytic Outputs: Local area demographics Fire Station ideal location Fire station ideal distribution Fire station ideal concentration Evaluation of historical performance Visualization of benchmarks Visualization of recognized benchmark standards Modeling the “Station Configuration” scenarios

Frequently Asked Questions about the Fire Station Location Analysis

The Fire Station Location Analysis with Predictive Modeling will answer the following questions:

- How close to ideal is the geographic location of fire stations?
- Where should a fire station be moved based on ideal locations and service demand?
- Where should new fire stations be built based on ideal locations and service demands?
- What is the first-due performance of the fire stations?
- What is the concentration performance of the fire stations?
- What percentages of total incidents are within each station AOR?
- What percentage of Agency incidents are within the first-due time criteria?
- What percentage of AOR incidents are within the first-due time criteria?
- What percentage of AOR incidents are within adjacent stations ERF time criteria?
- How much of my Agency is covered by multiple stations when using the ERF time criteria?
- How much of my station AOR is covered by multiple stations when using the ERF time criteria?

Deployment Analysis

The Deployment Analysis is an analysis that examines the response system performance of the current resource deployment structure and predicts the performance changes when the deployment structure is changed.

Execution	Analyzing the Data
<ul style="list-style-type: none"> ✓ Establish service demands <ul style="list-style-type: none"> Dimensions used: Type of Incident Location of Incident Frequency of Incident Resources Involvement ✓ Analyze response system performance <ul style="list-style-type: none"> Dimensions used: Distribution of resources Concentration of resources Reliability of resources. ✓ Establish performance benchmarks. ✓ Predict future performance 	<ul style="list-style-type: none"> ✓ Analytic Outputs: <ul style="list-style-type: none"> Response area and company emergency workloads. Response area and company commit times. Evaluation of historical performance Visualization of benchmarks Visualization of recognized benchmark standards Modeling optional deployment structure scenario
<h3>Frequently Asked Questions about the Deployment Analysis</h3>	
<p>The Deployment Analysis with Predictive Modeling will answer the following questions:</p> <ul style="list-style-type: none"> What is the first-due performance? What is the concentration performance of the first due? What percentages of total incidents are within first due area? What percentage incidents are within the first due time criteria? What percentage of incidents are within second due ERF time criteria? What is the unit hour utilization? How much of my Agency is covered by multiple resources when using the ERF time criteria? 	

Scope of Work - Phase 2

The IFCA would analyze the current staffing of the St. Charles Fire Department for the following components:

1. Current Staffing Levels: An overview of the current number of Firefighters, Firefighter/Paramedics, Lieutenants, and contracted Paramedic personnel. This analysis would include the turnover rate of the current operational staff and the current level of training of all operational personnel. A review of the current deployment model of operational personnel including all contractual obligations (union & private).
2. Response Data: Analysis of historical call volume and types of incidents to determine the demand for services. This includes response times, peak hours of activity, and multiple incidents.
3. Workload Assessment: Evaluation of the workload for each of the current fire stations including a Unit Hour Utilization (UHU) for each fire station.
4. Standards and Regulations: Analysis of any applicable national, state, local and contractual standards for staffing levels, such as those set by the National Fire Protection Association (NFPA), the Illinois State Fire Marshals Office, the Illinois Occupational Safety and Health, the Illinois Department of Public Health, any applicable labor and or contracted personnel agreements or other relevant bodies.
5. Budget / Reliability Considerations: Analysis of the financial implications of staffing levels, including salaries, benefits, training, and equipment of the current operational personnel. This analysis would indicate both the positive and negative aspects of utilizing sworn verses contracted personnel.

Project Timeline

The IFCA team is eager to start the project for the City of St. Charles. A crucial step in starting the project is gathering all the data from the St. Charles FD. Outlined below is a timeline that we would utilize to complete the comprehensive report within five (5) months:

TASK	NOTES	1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month
Contract Complete/Signing	Project Manager to coordinate	✓				
Data Request to St. Charles FD and any applicable agencies working with SCFD	Information to be provided in electronic format. IFCA GIS Analyst to coordinate all GIS data	✓				
Review background information obtained from client	IFCA Team to review ALL data submitted by St. Charles FD	✓				
Conduct interviews with key stakeholders either on site or via zoom (1 st site visit)	Interviews to include St. Charles FD Administrative Personnel, Chief Officers, & Union Representatives		✓			
Enter, create, GIS Database & response analysis	Create a geodatabase, create maps of existing boundaries and response districts		✓	✓		
Draft the preliminary report				✓	✓	
Submit draft report for review/comment to SCFD Fire Chief	Report would be sent electronically					✓
Conduct virtual meetings to obtain feedback on draft report and make any edits or corrections	Meeting with City representative and or Fire Chief					✓
Present final report to City Board if requested						✓



Financial Considerations

The Illinois Fire Chiefs Association is pleased to present the fee structure for the contracted research study focused on the Standards of Coverage and Staffing for the St. Charles Fire Department.

This fee structure outlines the various components of the project, including consultation, data collection, analysis, reporting, and any additional expenses that may arise during the study. We have designed this structure to reflect the comprehensive nature of our research services while ensuring that they align with industry standards.

By investing in this research, St. Charles Fire Department will gain valuable insights and data that can drive informed decision-making and contribute to advancements in provided quality and reliable service to its community. We are committed to delivering high-quality research outcomes and appreciate the opportunity to collaborate on this important project.

Please find below the detailed fee structure, which includes a breakdown of costs associated with each phase of the research study. We welcome any questions or discussions regarding this proposal and look forward to the possibility of working together.

Study Components	Cost
Phase I – Fire Station Location, Deployment Analysis, & working Dashboard utilizing the St. Charles incident data for the past 3-5 years.	\$42,600.00
Phase 2- St. Charles Staffing Analysis	\$11,800.00
Travel Expenses- all travel costs up to three (in person visits) are included in the price. All additional travel costs will be billed for actual travel expenses.	N/C
Subtotal Price	\$54,400
Discount – As an IFCA member you will be provided a 5% discount on the contracted price	(\$2,720.00)
Total Contracted Price	\$51,680



Payment Installments

Payment for services will be invoiced in three (3) payments as outlined below:

- 1) Fifty (50%) percent upon signing the contract.
- 2) Forty (40%) percent upon submission of the draft report
- 3) Ten (10%) percent upon submission of the final draft

This proposal is presented by the Illinois Fire Chiefs Association. This proposal is valid for three months from the time of submission.

A handwritten signature in black ink, appearing to read "Ray Kay".

Chief Raymond Kay (Ret), Director

Illinois Fire Chiefs Association, Assessment & Consulting Services