### Agenda City of St. Charles Liquor Control Commission Meeting Monday, September 16, 2024, 4:30 PM 2 E. Main Street

- 1. Call to Order.
- 2. Roll Call.
- 3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on August 19, 2024.
- 4. Recommendation to approve a proposal for a B-1 Liquor License application for Acqua E Farina, Inc. located at 2712 E. Main St., Unit A, St. Charles.
- 5. Recommendation to amend City Ordinance Title 5 "Business Licenses and Regulations," Chapter 5.08 "Alcoholic Beverages," and Section 5.08.090 "License Classifications" of the St. Charles Municipal Code.
- 6. Recommendation to approve a proposal for a D-10 Liquor License application for Moto Art Bar, Inc., located at 1317 E. Main St., St. Charles.
- 7. Public Comment.
- 8. Executive Session (5 ILCS 120/2 (c)(4).
- 9. Adjournment.

### **ADA Compliance**

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

### **Minutes**

### City of St. Charles

### Liquor Control Commission Meeting Monday, August 19, 2024, 4:30 PM

### 2 E. Main Street

### 1. Call to Order.

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

### 2. Roll Call.

Present: Zollers, Spellman (via Zoom), Gehm, Pietryla

**Absent:** None

3. Motion by Gehm, second by Pietryla to accept and place on file minutes of the Liquor Control Commission meeting held on Julu 15, 2024.

**Roll Call Vote:** Ayes: Spellman, Pietryla, Gehm, Zollers; Nays: None. Absent: None; Abstain:

None. Commissioner Vitek did not vote as chair.

**Motion Carried** 

4. Presentation of recommendation to approve a proposal for a C-1 Liquor License application and 1am late night permit for Liquor N Wine located at 2460 W. Main St., Suite 105, St. Charles.

Chief Keegan presented the application and stated that the applicant owns the current Liquor N Wine store in the city along with a dozen of liquor stores across Chicagoland area. He also is the owner of the said strip mall.

Commissioner Zollers asked whether the alcoholic beverages will be mixed on premises or if they will come as pre-mixed drinks in a package. She further asked if the speakeasy concept of this business will be operated under the existing corporation owned by Mr. Patel.

Mr. Patel stated that all beverages will be mixed on premises. He further reiterated that this business will be operating under the existing corporation with a different DBA name.

Commissioner Zollers asked if Mr. Patel already owns any businesses with the speakeasy concept and if the new business will be next to the existing liquor store.

Mr. Patel stated that he has some combo licenses at other location but none of those licenses are a speakeasy concept. He further clarified that there are two units in between his two businesses.

Commissioner Gehm asked Mr. Patel what the opening target date for this business is.

Mr. Patel stated that he is hoping to have the business opened by either Thanksgiving or Christmas holiday.

Commissioner Spellman asked if there is any interior access between the two businesses and if not, are there are any plans of connecting the two businesses.

Mr. Patel stated that he has no plans of connecting the two business and that the patrons must walk outside to get around the two businesses.

Motion by Gehm, second by Zollers, to recommend approval of proposal for a C-1 Liquor License application and 1am late night permit for Liquor N Wine located at 2460 W. Main St., Suite 105, St. Charles.

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

**Motion Carried** 

5. Presentation of recommendation to approve a proposal for a BYOB Liquor License application for The Dance Lab located at 201 S. 3rd St., St. Charles.

Chief Keegan stated that the business owner, Brittni Thorne, is looking to obtain the BYOB Liquor License to be able to host special events at the above location. Brittni is also BASSETT certified and holds a dram shop insurance policy.

Commissioner Pietryla inquired about the special event types that are to be held at that location and asked if any consumption would be taking place during the dance lessons.

Ms. Thorne stated that no alcoholic beverages would be consumed during the lessons and that this license would be used for special events only.

Commissioner Pietryla inquired about the possible scenario of an employee holding a class and allowing the attendees to bring their own alcoholic beverage for consumption on premises.

Attorney Peppers stated that the license is issued to Ms. Thorne and that it would be a violation on the employees' part to hold an event under this BYOB license. He further stated that it would be up to the liquor license applicant to manage that process.

Chief Keegan clarified that Ms. Thorne is required to be present at the establishment anytime a special event with alcoholic consumption is held.

Commissioner Gehm stated that he understands that the liquor license will only be used for special events and that the dance lessons are a separate operation. Ms. Thorne confirmed this information.

Commissioner Zollers brought up the fact that there is only one bathroom in the studio and asked if this might be an issue during the special events.

Ms. Thorne stated that she has never experienced any issues with the above. She further stated that she usually has no more than 50 people in the establishment at any given time.

Motion by Gehm, second by Zollers, to recommend approval of proposal for BYOB Liquor License application for The Dance Lab located at 201 S. 3rd St., St. Charles.

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

**Motion Carried** 

6. Presentation of recommendation to approve a proposal for a new Class E-1 Temporary Liquor License and Road Closure for St. Patrick's Church on September 7, 2024.

Chief Keegan stated that the above request is for a 1-day liquor license from 5pm to 8:30pm.

Commissioner Zollers asked as to who will be serving the liquor at that event.

Mr. Mike Zak stated that Pollyanna will be on site serving the alcoholic beverages and that an off-duty police officer will be also present.

Motion by Pietryla, second by Gehm, to recommend approval of proposal for a new Class E-1 Temporary Liquor License and Road Closure for St. Patrick's Church on September 7, 2024.

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

**Motion Carried** 

- 7. Public Comment none
- **8.** Executive Session (5 ILCS 120/2 (c)(4). None
- 9. Adjournment.

Motion by Zollers, second by Pietryla, to adjourn the meeting at 4:46 p.m.

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

**Motion Carried** 

Notes prepared by: Marzena Sheets, Deputy City Clerk

	AGEN	IDA ITEM	EXECUTIVE SUMMARY	Agenda Item number: 4				
		Recommendation to approve a Proposal for a B-1 Liquor						
	Title:	License Application for Acqua E Farina, Inc., Located at 2712 E.						
		Main St.	, Unit A, St. Charles					
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Police Chi	Police Chief Keegan					
Meeting: Liqu	or Control Co	mmission	Date: September	16, 2024				
Proposed Cost	:		Budgeted Amount: \$	Not Budgeted: □				
TIF District: Cl	hoose an iten	ı.						
<b>Executive Sum</b>	mary (if not	budgeted,	olease explain):					
Acqua E Farina, located at 2712 E. Main St., Unit A, is requesting approval of a B-1 liquor license application for their business.								
Attachments (please list):								
Liquor License, Memo								
		•	briefly explain):					
Recommendation to approve a proposal for a B-1 Liquor License application for Acqua E Farina, Inc.								
located at 2712 E. Main St., Unit A, St. Charles.								

### Police Department

### Memo

ST. CHARLES

Date: 8/27/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police -

Re: Background Investigation-Acqua E Farina

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

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

Thank you in advance for your consideration in this matter.

### LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Stephania Difronzo		
BUSINESS: Acqua E Farina Inc. (DBA: Acqua E	Farina)	
ADDRESS: 2712 E. Main St A, St. Charles, IL 6	60174	
	REQUESTED	COMPLETED
APPLICATION		X
BUSINESS PLAN/FLOOR PLAN/MENU		X
LEASE (OR LETTER OF INTENT)		X
BASSET CERTIFICATE(S)		TAP
FINGERPRINTS (ALL MANAGERS)		X
DRAM SHOP (CERTIFICATE OF INSURANCE)		X
TLO		X
I-CLEAR		X
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)		N/A
POLICE RECORDS CHECK		X
APPLICANT'S HOMETOWN RESIDENCY LETTER		X
ILLINOIS LIQUOR COMMISSION	85	X
SITE VISIT		X
* COMMENTS: Refer to the attached memo for further infor	rmation.	
INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #	<del>‡</del> 368	
SUPERVISOR REVIEW:	1711 0	

### Police Department

### Memo



Date: 08/23/2024

To: Chief Keegan #300 (via chain of command)

CC: Cmdr. Lamela #340

From: Det. Sgt. Vicicondi #368

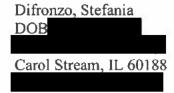
Re: Liquor License Class (B1) – Restaurant – Background Investigation for Acqua E

Farina Inc. (DBA: Acqua E Farina)

### IN SUMMARY:

The purpose of this memorandum is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class (B1) – Restaurant – liquor license for the business Acqua E Farina Inc. (DBA: Acqua E Farina) – which is located at 2712 E. Main St. - A, St. Charles, IL 60174.

### **APPLICANT:**



### **APPLICATION:**

The application is complete to include: A Certificate of Liability Insurance (\$2,000,000 General Aggregate / \$1,000,000 Each Occurrence), a floor plan, a menu, hours of operation, and a signed Shopping Center Lease. Also included, were copies of:

- A TAP Series, LLC Certificate of Achievement for Alcohol Training for Stefania Difronzo (07/18/2024).
- An On-Premise BASSET Alcohol Certification for Beatriz Marciano da Rocha (Completion Date: 07/19/2024).



### PERSONAL INTERVIEW:

On 08/19/24, I met with Stefania Difronzo at the St. Charles Police Department (SCPD). Stefania provided me with her Illinois Driver's License, which I later photocopied (see attached). Stefania signed waivers so I could conduct this liquor license background investigation. During my interview with Stefania, I learned the following information (in summary and not verbatim):

Stefania speaks the Italian language, and a little English. She called her husband (Vito Difronzo (DOB: and put him on speaker phone to assist with the interview.

Stefania confirmed she was the only owner of the restaurant. Stefania was born in Italy, and she moved to America in 2014. Stefania has lived at her current address Carol Stream, IL 60188) for eight years. In 2015, Stefania lived on in Carol Stream, for one year. In 2014, she lived on Chicago, for one year.

Stefania is not a U.S. Citizen; she has a Green Card.

Stefania opened the restaurant in April of 2023.

There is no liquor inventory at this time. Stefania is not a current or past liquor license holder. Stefania indicated that she has had no past violations. I brought up the issue that had occurred earlier this year, which was documented in Det. Carrigan's Information for Police Report (SCPD: 24-2185 / Report Date: 01/30/24). Per Det. Carrigan's report and in summary:

- Det. Carrigan received information from an anonymous source that the business
  Acqua E Farina was serving alcoholic beverages to customers without the proper
  licensing. The location of the alcoholic beverages was reported to have been on
  wire shelving near other non-alcoholic beverages, and further identified as
  possibly being wine bottles.
- On 01/30/24 Detectives Jacobo and Carrigan spoke with the business owner, Stefania Difronzo at the business. Difronzo stated that the business does not offer alcoholic beverages for sale. She did state however that on 01/28/2024 she had hosted a family gathering at the location where wine was served to the attendees on site. This was before the business was open. In addition to the family gathering, Difronzo also added that she does keep wine on the premises to cook with. She advised that the beverages are kept in the back of the store, and not available to the public.
- No records of a liquor license could be located for the business. (Refer to SCPD Report (24-2185) for further information).

Stefania advised that she had wine in a cooler because she cooks with it. Stefania advised that when the restaurant closed, she and her family ate. She and her husband Vito had some wine. Stefania advised that she has never sold any alcohol at the business.

Stefania has no prior restaurant ownership. No renovations will be done; but per Vito – only painting will be completed. There will be (3) employees (including Stefania), and Stefania will be the onsite manager.

There is a signed lease, which is with Complex Management, and it's for three years.

The type of alcoholic beverages that they will be selling is wine and beer. They plan to sell alcohol after the liquor license is approved. The business is a corporation, and Stefania does not own any other liquor establishments.

I later received two images of Stefania's United States of America Permanent Resident card via email (Difronzo, Stefania | DOB: Country of Birth: Italy | USCIS#: (See the attached images for further information).

### FINGERPRINT RESPONSES:

On 07/25/24, Stefania was fingerprinted as a liquor license applicant.

The ISP Bureau of Identification response had a result of no record on file. The FBI response revealed no prior arrest data.

### TLOxp:

A check in TLOxp for Stefania revealed the following information (in summary):

Utilizing TLOxp, I ran a Comprehensive Report on Stefania and it revealed the following information (in summary):

 Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: None Found.

A Criminal and Traffic Offenses check and a Real-Time Incarcerations and Arrests check were completed, with negative results.

### **BUSINESS ENTITY SEARCH:**

Acqua E Farina Inc. was checked via the ilsos.gov website's Business Entity Search, and it had a result for:

- Entity Name: Acqua E Farina Inc. | Entity Status: Active | Registered Agent: Stefania Di Fronzo
- Within the Entity Information section, it listed the Agent Information as:
  - Stefania Di Fronzo
     205 W. Grand Ave. STE 106
     Bensenville, IL 60106-3351

### NEW WORLD / AEGIS LINK / CLEAR:

A check for Stefania in New World revealed (1) result for activity, which was for SCPD Case 24-2185 (Information For Police). This is the same report already mentioned on page (2) of this memorandum.

A check for Stefania in Aegis Link revealed (1) result for activity, which was also case (24-2185, Information For Police).

A check for Stefania in CLEAR had negative results.

### **RECORDS CHECKS:**

Records checks were conducted at the following agencies, with the following results (in summary):

Bensenville Police Dept.: No record on file:

Sarasota Police Dept. (FL): No records found, and no arrest records found.

Cook County Sheriff's Police Dept.: It was determined that the Cook County Sheriff's Police had no criminal contact with the requested individual.

Kane County Sheriff's Office: No Record.

<u>DuPage County Sheriff's Office:</u> Their response included a document that had the following information (in summary):

 Case #: 2022TR002356 | Village of Carol Stream-VS-Stefania Difronzo | Count: 0001 Speeding Over Statutory Limit 15-20 - Closed. <u>Carol Stream Police Dept.</u>: Their response included (7) police reports, which I have summarized below:

- Incident #: CSPC2300920 | Disturbance | Date: 04/19/23:
  - Stefania is listed as an Other Person (Mother) in this report. The officer was contacted by the Roy DeShane School Principal reference a disturbance that had occurred at the school. The assistant principal (Kiera) met with Stefania and her daughter in the main office. Stefania was upset about a situation involving her son (1st grader) and another student (1st grader). It was alleged that Stefania's son was being bullied. Stefani and her daughter were highly irate and at one point wanted school staff to go and get the other involved student. Stefania and her daughter were both yelling and swearing while in the main office area.
- Incident #: CSPC2200860 | Battery | Date: 04/15/22:
  - Stefania is listed as an Other Person (Other) in this report. Stefania's daughter was a witness to a battery.
- Incident #: CSPC2200739 | Child Pornography | Date: 04/01/22:
  - Stefania went through her daughter's school issued I-Pad (Glenbard North High School) and located naked pictures of her and an unknown male. The case disposition is listed as pending.
- Incident#: CSPC2101266 | Domestic Battery/MRAI- | Date: 06/23/21:
  - O Stefania and her daughter are listed as being both suspects and victims in this report. Stefania related that she and her daughter got into an argument over her not following any rules that she sets. Stefania's daughter slapped her (Stefania) across the face. Stephania then slapped her daughter across the face. Stefania's daughter called 911.
  - One of Stefania's other children stated that the only physical thing that she saw was Stefania trying to take the phone away from the other involved party (Stefania's daughter). Stefania stated she did this as an attempt to punish her.
  - The involved daughter related that there was an incident the night before (Report# CSPC2101263) where police were called. Her dad, Vito, got mad at her because she thought she could stay out till 2200 hours and he wanted her home at 2100 hours. This led to a physical altercation where Vito struck her multiple times with his hands and threatened to damage her car. It was determined that she would stay with her Aunt for the night.

- The involved daughter explained that when she arrived home, she and Stephania got into an argument. Stephania pulled her hair as she went up the stairs to pack her belongings to leave. Once in her room, Stephania slapped her multiple times across the face and pulled her hair again as she called 911.
- o No signs of injury were observed on the involved daughter. Due to conflicting statements and no signs of injuries, no arrest was made.
- Incident#: CSPC2101263 | Domestic Trouble | Date: 06/22/21:
  - This report documents a verbal domestic between Vito and his daughter. It
    was ultimately agreed that the daughter could stay at her cousin's house
    for the night. There were no visible signs of injury on the daughter.
- Incident#: CSPC2100039 | Telephone Threat | Date: 01/05/21:
  - This report documents that Vito received a threatening text message from an unknown phone number, in which the subject claimed to be a Mexican cartel member requesting a fee.
  - The officer explained to Vito that this type of threat is a common scam.
- Incident#: CSPC2000771 | Disorderly Conduct | Date: 04/23/20:
  - O Stefania is listed as a suspect in this case. Stefania and her daughter responded to the victim's residence and parked in front of the victim's driveway. The victim's husband met with Stefania and questioned her reasoning about being at the residence. Stefania stated the victim knew the reason why she was there.
  - Upon the victim exiting the residence, Stefania began accusing her of creating fake Facebook accounts in which negative posts were being made about Stefania's husband.
  - o The victim denied creating or being the owner of these Facebook accounts. At one point, Stefania threatened the victim stating, "Watch your back, we know where you live now," before getting back in her vehicle and leaving.
  - Ultimately, the officer advised Stefania and her family to not have further contact with the victim to avoid future incidents, and the same was later related to the victim and her family.

### **COURT RECORDS:**

A check for Stefania on the Kane County Portal website yielded negative results.

A check for Stefania on the DuPage County website (18<sup>th</sup> Judicial Circuit Court Clerk) revealed the following information (in summary):

 Difronzo Stefania | Case #: 2022TR002356 - (This is the same case that the DuPage County Sheriff's Office sent me as a response to my records check request).

### **SITE VISIT:**

On 08/23/24, I responded to Acqua E Farina (2712 East Main Street – A). I met with Stefania and completed a site visit.

Refer to the attached documents, emails, and police reports for further information.

This concludes this background investigation.

Respectfully Submitted,

Det. Sgt. Vicicondi #368

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

Incomplete applications will not be accepted.

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

### **Business Name**

APPLICATION CHECKLIST		
Check items to confirm all are attached to this application	Applicant	Office Use
Application Fee of \$200 (5.08.070C) non-refundable  Non-refundable		图
Completed Application for all questions applicable to your business.		DZ.
Copy of Lease/Proof of Ownership		4
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote. City of STC		G/
Copy of Articles of Corporation, if applicable.		₩
Completed B.A.S.S.E.T. (Beverage Alcohol Setters & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.		2
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).		Ø
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits.		
Copy of Business Plan, to include:  Hours of Operation Copy of Menu Whether or not live music will be played at this establishment Will there be outdoor seating and/or outdoor designated smoking area Do not include a marketing or financial plan with this business plan		4
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary.		WA
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.		0
Alcohol Tax Acknowledgement and Business Information Sheet		0
OFFICIAL USE ONLY		U.E.
Signature of Investigating Officer Badge Number & Rank	368/	SGT.
Approval Reformmended*   © Approval NOT Recommended  8-27-24		
Signature of Chief of Police Date		
*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPAI	RTMENT REDU	JIREMENTS.

Date Application Received:
LICENSE INFORMATION:
□A Package \$3200-3600 □A1 □A2 □A4 □A5 □A6
B Restaurant \$2400-3600 ■B1 □B2 □B3 □ Late Night Permit 1:00am \$800 (B/C only)
□ C Tavern \$2400-3600 □ C1 □ C2 □ C1 □ Late Night Permit 2:00am \$2300 (B/C only)
□ D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies
$\Box G$ Brewery/Restaurant or Site License - \$varies $\Box G1 \Box G2$
□H Catering License - \$varies □H1 □H2
*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1. *Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)
APPLICANT INFORMATION
1. Type of Business: 🔲 Individual 🔲 Partnership 🔀 Corporation 🗀 Other (explain):
2. Business Name: Acqua & FARZNA
3. Business Address: 2712 E MAIN ST
4. Type of Business 5. Length of Time in this (5.08.070-3): 6: Value of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ 1500
Restaurant 1 Year / 5 mounts
7. Business Phone: 8. Business E-mail: 9. Business Website: 9.2496 for inaction 10: Illinois Tax ID Number:
11. Applicant/Contact Person Name: 12. Title: 13. Email: 5TFFANIA DIFRONZO ONNER
14. Applicant Home Address, and all addresses for the last 10 years:
CAROL STREAM, 16 60188
15. Ph #: DL#: 16. Date of Birth: 17. Birtholace:
18. If Corporation, Corporation Name: ACOUA E FARINA INC
19. Corporation Address (city, state, zip code):
Acqua & FARINA, 2712 E MAIN ST, ST CHARLES IL 600
ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION
Full Name, include middle initial: STEFANIA DI FRONZO Title: OWNER
Birthdate: Birthplace: Driver's License#: Home Phone:
Home Address, and all addresses for the last 10 years:
CAROL STREAM, IL 60188

Full Name, inclu	ude middle initial:		Title:	
Birthdate:	Birthplace:	Driver's License#:	Home Pho	one:
Home Address	and all addresses for the last	10 years	Email Add	lrare:
rione regions,	and an addresses for the last	. 10 years.	Ellali Add	11655.
Full Alaman I and				
Full Name, Incli	ude middle initial:		Title:	
Birthdate:	Birthplace:	Driver's License#:	Home Pho	one:
	and all addresses for the last		Email Add	dress:
	ABLISHMENT LOCATION I Address for liquor license:		L Outside Dining of	Total Building of
2712 8.	Main St. St. Only	Spaces: 3	1. Outside Dining s.f. 4. 17.20.020-R]: 68448	Total Building s.f.:
5. Total # Seats:	40	6. Live Entertainment A	702 c f /2 00 010 UT.	/A
	s Plan description based on t		d above (5.08.070-6):	

### PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY Attach to this application a floorplan or layout of the proposed facility to include the following: Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof; b. The designated use of each soom or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic fiquor may be served or consumed and all locations where live entertainment may be provided); c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner 2. may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license. A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. 3. It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.

CORF	PORATION / PREMISES QUESTIONS						
1.	If applicant is an individual or partnership, is each and every person a United States citizens any individual a naturalized citizen?   Yes No  If yes, print name(s), date(s), and place(s) of naturalization:	zen (5.08.070-2)? 🗌 Yes 🖾 No					
2.	Is the premises owned or leased (s.os.oro-sa)?   Owned  Leased						
3.	If the premises are leased, list the names and addresses of all direct owners or owners of premises are held in trust (5.08.070-68):	of beneficial interests in any trusts,					
	Name of Building Owner:	Phone Number: 630-524-6587					
	Address of Building Owner: Foxfield Commons LLC	Phone Number: 630-524-6587 E-mail Address: Sava@complex.mgmt.c					
	Mailing Address of Building Owner (if different): 423 S. 2nd Street, St Charles 60174						
	Name of Building Owner:	Phone Number:					
	Address of Building Owner:	E-mail Address:					
	Mailing Address of Building Owner (if different):						
	Name of Building Owner:	Phone Number:					
	Address of Building Owner:	E-mail Address:					
	Mailing Address of Building Owner (if different):						
4.	Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that						
	requires a liquor license?						
	If yes, please list the business name(s) and address(es):						
5.	Does applicant have any outstanding debt with the City of St. Charles, including, but no and permit fees, for any current or previous establishment owned, operated or manage						
	☐ Yes 🖾 No						
	If yes, please note the City of St. Charles requires all debt to be paid in full before con- liquor license is issued. (5.08.050)	sideration of a new or renewed					
	Are any improvements planned for the building and/or site that will require a building	permit? 🗆 Yes 🕍 No					
6.	If yes, has a building permit been applied for? Yes No NA Date of perm	nit application					
7.	Has applicant applied for a similar or other license on the premises other than the one	for which this license is sought					
	(5.08.070-7)?						
	If yes, what was the disposition of the application? Explain as necessary:						

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

14.	All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).							
	Has this been done?	☐ Yes ☒ No						
	If yes, date(s):							
15.	Has the applicant at	tached proof of Dram Shop Insura	ance to this application or already furnish	hed it to the City of St.				
	Charles (5.08.060)?	X Yes 🗆 No	If already furnished, date of deliver	у:				
16.			f any church; school; hospital; home for ; and/or any military or naval station (5.0					
B.A.	S.S.E.T. TRAINING			<u></u>				
Pleas and d	e list employees requi	ed to make alcoholic liquor sales.	n this page — include all managers, assist Include copies of certificates for managers					
150	e (First, Middle, Last): ビアみいん りげん e Street Address, Incl (	LONGO City, State, Zip:		Birthdate:				
Date	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:				
Name (First, Middle, Last):  Birthdate								
BE	ATRIZ MARCI e Street Address, Incl	AND DA ROCHA Lity, State, Zip:						
	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:				
Nam	e (First, Middle, Last):			Birthdate:				
Hom	e Street Address, Incl (	City, State, Zip:						
Date	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:				
Nam	e (First, Middle, Last):			Birthdate:				
Hom	e Street Address, Incl (	City, State, Zip:						
Date	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:				
	MANAGEMENT REQU							
			be notified and that person must be fin ples of all B.A.S.S.E.T. certificates on file					
	MENTS/ADDITIONAL		hare at all would district det (mitalies oil life	ior men employees.				

Busi	ness Name: Acqua & Farina
SIGN	NATURES
	Applicant's Signature
Subs	cribed and sworn before me this 34th day of July 2004
	OFFICIAL SEAL"
	(SEMANE HOLLY MILLER ) NOTARY PUBLIC, STATE OF ILLINOIS }
	MY COMMISSION EXPIRES 2/1/2025
ADD	ENDUM TO RETAIL LIQUOR LICENSE APPLICATION
-	e completed by the City of St. Charles Police Department
Date	00 10 20
Nam	e of Business:
	squa E farina
	ress of Business: Ward Number:
a	712 E. Main St. St. Charles IL. GOLTY 2
Purs	uant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be
1.	fect for the investigation of an applicant for a Retail Dealer's Liquor License:  Date on which applicant will begin selling retail alcoholic liquors at this location:
2.	AS long as Liquor License approved - then on 09/04/24.  Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans,
	their wives/husbands or children; or any military or naval station?   Yes No Possibly loo feet of Church
	of Church
3.	If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a
	regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal
	business?
	If yes, answer a, b and c:
	a. State the kind of such business:
	<ul> <li>b. Give date on which applicant began the kind of business named at this location:</li> <li>c. Has the kind of business designated been established at this location for such purpose prior to February 1,</li> </ul>
	1934, and carried on continuously since such time by either the applicant or any other person?
	□ Yes □ No
4.	If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises
	been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church?
	been mentioned for the same of accomplicity at retain prior to the establishment of such choicing. La res 20 No
	If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original
	alcoholic liquor license was issued therefore?
	′/(

5.	Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?						
	☐ Yes XNo						
6.	Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)     Yes   No						
7.	If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of						
	Alcoholic Liquor, state the kind and nature of such business:    Yes   No						
8.	_						
	natural light or artificial white light so that all parts of the interior shall be clearly visible? Yes 🗆 No						
9.	Are premises located in any building belonging to or under the control of the State of Illinois or any other political						
	subdivision thereof, such as county, city, etc.?						
	,						
10.	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for						
	such minors?						
11.	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of						
	training completion for each manager. All certificates for managers have been submitted: X Yes D No TAP Cect.						
	TAP Cert.						
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?						
	Yes 🗆 No						
	If no, state exceptions:						
	Have all persons named in this application been fingerprinted? 🛛 Yes 🗀 No						
13.	Fingerprinted by: OFC, Rosal 390 Date:						
	SGT. VICICONDI # 368 07/25/24						
14.	Other necessary data:						



### CERTIFICATE OF LIABILITY INSURANCE

DATE (NUMBER OF THE PARTY OF TH

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

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

PRODUCER SDG INSURANCE AGENCY INC 205 W Grand Ste 106		NAME: SAM DI GIROLAMO				
		PHONE (773)745-9696 FAX (A/C, No): (773)2				
		Acoress: sdgins@peoplepc.com				
Bensenville, IL 60106		Insureris affording coverage		NAIC #		
		INSURER A: SPINNAKER INSURANCE COMPANY				
MSURED		INSURER B: TRAVELERS INS CO				
ACQUA E FARINA INC		DISURER C:				
2712 E MAIN STREET		INSURER D				
ST CHARLES, IL 60174		INSURER E:				
	IL 60174	INSURER F				

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

INSR		TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	3
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
	-	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 200,000
	_							MED EXP (Any one person)	5,000
A	_		Y	Y	CBS-00070482-01	02-23-24	02-23-25	PERSONAL & ADV INJURY	\$ 1,000,000
	GE	ML AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
]		POLICY PRO LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER.							\$
	AU	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea socident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		AUTOS ONLY SCHEDULED AUTOS		10				BODILY (NJURY (Per accident)	\$
		AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
L									8
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE				1		AGGREGATE	\$
		DED RETENTIONS					}		\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						PER OTH-	
	ANY	ANY PROPRIETOR/PARTNER/EXECUTIVE			711700000000000000000000000000000000000	04.04.04		E.L. EACH ACCIDENT	\$ 1,000,000
	(Ma	(Mandatory in NH)	1		7W30890A UB	04-21-24	04-21-25	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	OE:	os, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	1	ESTAURANT END.		Y	CBS-00070482-01	02-23-24	02-23-25	SPOILAGE LIQUOR LIAB.	10,000

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

CERTIFICATE HOLDER	CANCELLATION
ILLINOIS LIQUOR CONTROL COMMISSION 100 W RANDOLPH STREET SUITE# 7-801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CHICAGO IL., 60601	Sam Di Stindam

FORM BCA 2.10
ARTICLES OF INCORPORATION
Business Corporation Act

\$150

Fring Fee

ile#:	74094848							
ppro	ved By MAP							
	FILED							
	FEB 17 2023							
	Alexi Giannoulias Secretary of State							
. Co	orporate Name: ACQUA	E FARINA INC.						
-					_			
	ittel Besieten da	TEEANIA DI EBO	NZO					
. In	itial Registered Agent: ST	First		Mid	dle Inil	ial	Lasi Name	
In	itial Registered Office: 20	5 W GRAND AV	E STE			-		
		Number		Street		Suite No		
	81	ENSENVILLE		Peri	IL	60106-3351		DU PAGE
			City			ZIP Code		County
Th	urposes for which the Co ne transaction of any or a propration Act.			which corporatio	ns m	ay be incorpor	ated under t	he Illinois Busine
Co	ne transaction of any or a	Il lawful business Shares and Cons	es for v	on Received:			ated under t	he Illinois Busine
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This document was generated electronically at www.ifsos.gov

ACQUA E FARINA INC J S ACCOUNTING INC 205 W GRAND AVE STE 106

BENSENVILLE, IL 60106

Date of this notice: 02-20-2023

Employer Identification Number:

92-2439960

Form: SS-4

Number of this notice: CP 575 A

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

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

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2439960. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941 10/31/2023 Form 940 01/31/2024 Form 1120 04/15/2024

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

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

See Form 8832 and its instructions for additional information.

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

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ACQU. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A

02-20-2023 ACQU B 999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-20-2023 ( )

EMPLOYER IDENTIFICATION NUMBER: 92-2439960

FORM: SS-4

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 Idaddaldaldalladbaadallallalla ACQUA E FARINA INC % J S ACCOUNTING INC 205 W GRAND AVE STE 106 BENSENVILLE, IL 60106



### TAP SERIES, LLC Certificate Of Achievement

This is hereby certified that on

07/18/2024

Stefania difronzo

having successfully completed the course of study

**Alcohol Training** 

This certificate is only valid for the person printed above This certificate expires on 07/18/2026

Sandra Kovach

TAP Series @ www.tapseries.com To verify, go to www.tapsedes.com/verify ose Lin C

**Alcohol Training** Stefania difronzo 07/18/2024 Number AL24473 This card is only valid for the person printed above. This certificate expires on 07/18/2026 TAP Series @www.tapseries.com To verify, go to www.tapseries.com/verify

Please print your card on sturdy cardstock.



## Certificate of Completion

This is to certify that

### Beatriz Marciano da Rocha

has diligently and with merit completed

On-Premise BASSET Alcohol Certification

Completion Date: 07-19-2024

BASSET ID# 16461391

John Comly
President, CEO and Director

225 East Robinson St Ste 570 Orlando, FL 32801

# WARNING TO UNDERAGE PERSONS

purchase alcoholic liquor or misrepresent your Ordinances of the City of St. Charles if you You are subject to a fine of up to seven hundred fifty (\$750) dollars under the age for the purposes of purchasing or obtaining alcoholic liquor. Acqua e Farina ORPER ANEXY



### **ACQUA E FARINA**

VIEW MENU

START ORDER

### **DEALS AND COUPONS**

Any Order Over 50\$ Get 5\$ OFF

Any Order Over 100\$ Get 10\$
OFF

Coupon \$5.00

Coupon \$10.00

### **BEST SELLERS**

### Pepperoni Pizza

Tomato sauce, cheese, pepperoni.

\$15.70

### Crudaiola Pizza

Fresh mozzarella, fresh cherry tomato, fresh arugula, Parmesan cheese, extra virgin olive oil.

\$15.70

### **PIZZA**

### Cheese Pizza

Tomato sauce and cheese.

\$13.60

### Margherita Pizza

Tomato sauce, Fresh Mozzarella, Fresh tomatoes, and Basil.

\$15.70

### Capricciosa Pizza

Tomato sauce, cheese, artichokes, mushroom, ham, olives.

\$16.75

### Diavola Pizza

Tomato sauce, cheese, hot sopressata.

\$15.70

### Pepperoni Pizza

Tomato sauce, cheese, pepperoni.

\$15.70

### Sausage Pizza

Tomato sauce, cheese, sausage.

\$16.05

### 4 Formaggi Pizza

Tomato sauce, fontina cheese, blue cheese, cheese, Parmesan cheese.

\$16.75

### Principessa Pizza

Tomato sauce, ham, panna sauce.

\$16.55

### Vito Style Pizza

Tomato sauce, tuna, fresh mozzarella, red onion, capers, anchovies.

\$17.35

### Hot Sopressata & Panna Pizza

Tomato sauce, fresh mozzarella, panna sauce, hot sopressata.

\$16.65

### Hawaii Pizza

Tomato sauce, cheese, ham, pineapple.

\$16.05

### Americana Pizza

Tomato sauce, cheese, sausage, green pepper black olives, pepperoni, red onion.

\$18.70

### Acqua E Farina Pizza

Tomato sauce, fresh mozzarella, cheese, arugula, Italian prosciutto, Parmesan cheese, fresh tomato, burrata cheese.

\$20.50

### **BIANCA PIZZA**

### Crudaiola Pizza

Fresh mozzarella, fresh cherry tomato, fresh arugula, Parmesan cheese, extra virgin olive oil.

\$15.70

### Mortazza Bianca Pizza

Fresh mozzarella, fresh mortadella, pistachio nuts, burrata cheese.

\$19.90

### Baresa Bianca Pizza

Fresh mozzarella cheese, cherry tomatoes, capers, anchovies, strong cottage cheese, black pepper.

\$17.10

### **APPETIZERS**

### Bruschetta

Tomato, oil, salt, oregano, arugula.

\$8.40

### Calamari Fritti

Served with marinara.

\$16.80

### calzone di cipolla

onion Barese olives tomato salsa

\$26.25

### Caprese

Mozzarella, tomato, basil, glaze, oil, salt, oregano.

\$14.70

### Pepata di Cozze

Garlic, oil, tomato, parsley, white wine.

\$19.95

### French Fries

\$6.30

### Mozzarella Sticks

Served with marinara.

\$9.45

### **Chicken Wings**

Calamari, shrimp, octopus.

\$10.50

### Insalata di Mare

Calamari, octopus, shrimp. Served with lemon.

\$16.80

### Homemade Panzerotti

cheese tomato salsa

\$8.95

### **ZUPPA**

### Minestrone Soup

\$6.25

### **INSALATE**

### Caesar Salad

Cucumber, Kalamata olive, tomato, Caesar dressing, croutons.

\$9.40

### Chicken Salad

Spring mix, chicken, tomato, Italian dressing.

\$10.45

### **House Salad**

Cucumber, red onion, Kalamata olives, tomato, Italian dressing.

\$9.40

### HOMEMADE PANZEROTTI

### Homemade Panzerotti

Baked or fried. Tomato sauce, fresh mozzarella cheese.

\$8.95

### **PRIMI PIATTI**

Meat Lasagna

\$15.75

### **Pappardelle**

Served with salsa Bolognese.

\$14.70

### Gnocchi

Served with salsa Alfredo, Bolognese or pesto.

\$12.60

### Linguine with Mussels & Clams

Oil, garlic, cherry tomato, white wine, salt, parsley.

\$16.80

Linguine with Shrimp & Broccoli

Oil, garlic, tomato, salt & pepper.

\$13.65

Penne & Vodka

\$12.60

Mostaccioli with Butter

\$9.45

Mostaccioli with Salsa Tomato

\$12.60

Spaghetti with Meatball

\$13.65

Spaghetti Aglio e Olio

Meat & cheese, with salsa tomato.

\$11.55

Ravioli

Meat and cheese with salsa tomato.

\$13.65

### SECONDI PIATTI

Chicken Parmesan

Served with spaghetti.

\$16.80

**Eggplant Parmigiana** 

Served with spaghetti.

\$15.75

Chicken Lemon

Served with spaghetti.

\$16.80

# Grigrliata Mista

Calamari, shrimp, octopus. Served with salsa and lemon.

\$19.95

Parmigiana & Cheese Sandwich

\$9.45

Sandwich with Meatball

\$9.45

Sandwich with Sausage & Pepper

\$8.40

Sandwich with Beef & Cheese

\$9.45

# **DESSERTS**

**Tiramisu** 

\$5.20

Cannoli

Pistachio or chocolate chip.

\$4.15

# **BEVERAGES**

Soda

\$2.65

Water Ice Mountain

\$2.10

San Pellegrino Water

\$3.70

San Pellegrino Orange

\$2.65

San Pellegrino Mandarino

\$2.65

San Pellegrino Lemonade

\$2.65

# **LUNCH SPECIALS**

Available from 11:30 AM - 3:30 PM

Pizza Slice & Can of Soda Lunch

\$6.50

18" Cheese Pizza Lunch

\$18.00

18" Sausage Pizza Lunch

\$18.00

18" Pepperoni Pizza Lunch

\$18.00

# CATERING

**Orecchiette Braciole Catering** 

Ragu meat.

\$73.50

# Frittura Mista Catering

Octopus, calamari, & shrimp.

\$84.00

# Insalata di Mare Catering

Octopus, calamari, celery, carrots, lemon, extra virgin olive oil, parsley & shrimp.

\$105.00

# Meat Lasagna Catering

\$48.25

### **Baked Mostaccioli Catering**

Tomato sauce, cheese & meatballs.

\$53.35

# Patate Riso e Cozze Catering

Rice, onions, tomato, potatoes, mussels, parsley & black pepper.

\$64.00

# Mini Panzerotti Catering

Tomato sauce and fresh mozzarella.

\$31.50

### **Chicken Limone Catering**

\$42.00

# **Chicken Parmigiana Catering**

\$57.75

# Sausage & Green Peppers Catering

\$44.10

### **Eggplant Parmigiana Catering**

\$57.75

7/25/24, 2:59 PM

fry calamari fresh calamari bread \$73.50

Rigatoni Bolognese Catering

\$38.85

**Vodka Sauce Catering** 

\$38.85

**Alfredo Sauce Catering** 

\$38.85

# **ACQUA E FARINA**

Enjoy the best pizza Charles has to offer. Taste the best pizza in Charles.

Acqua e Farina is one of Charles's most popular. Give them a try, and you'll soon understand why.

It's not just pizza. You can also find pasta, sandwiches, and other side dishes at independent pizzerias in Charles Try something new and expand your culinary horizons.

Add french fries to your pizza to make for a more substantial meal. Acqua e Farina has plenty of offerings to make sure you won't go away hungry.

A Slice partner for one year, this restaurant is a mainstay of the community. Try them for yourself and see why they're such a local favorite. Pick up your pizza at Acqua e Farina with curbside pickup. It makes picking up a meal easier than ever. Acqua e Farina occasionally offers deals that can make your dining experience more affordable. Save a few dollars with some attractive special offers.

# 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: Acqua e Faring

DBA: NA

Phone: 630 949 7340 RA E-mail: Vito 1 Fronzo 81 @gmail.com

Address: 2712 E. Main Street

City: St Charles State: IL ZIP 60174

Expected date of business opening (Required): Currently open

TAX PREPARER INFORMATION

Name of Tax Preparer: Terry Wallace CPA

Phone: 630 965 1472 Fax: 18 E-mail: jwallace 3799@ sbrglobaline
773-237-1108

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

# ACKNOWLEDGEMENT OF ALCOHOL TAX

By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.

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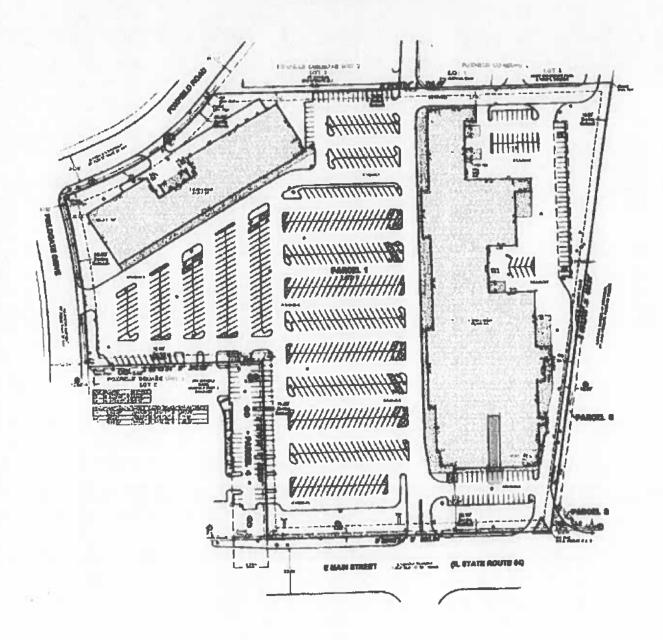
Signature

Name STEPPULA SIPKONCO	)
Title OUE, VER	
Business Name ACQUA E FAR	AMIS
Address 2712 E MAIN ST	REET ST. CHARLES, IL
861 20	07-7-4-7024

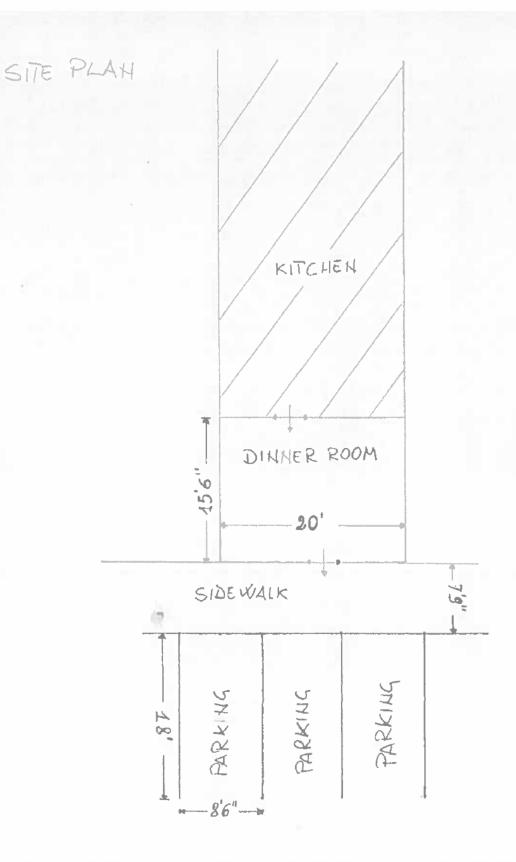
Date

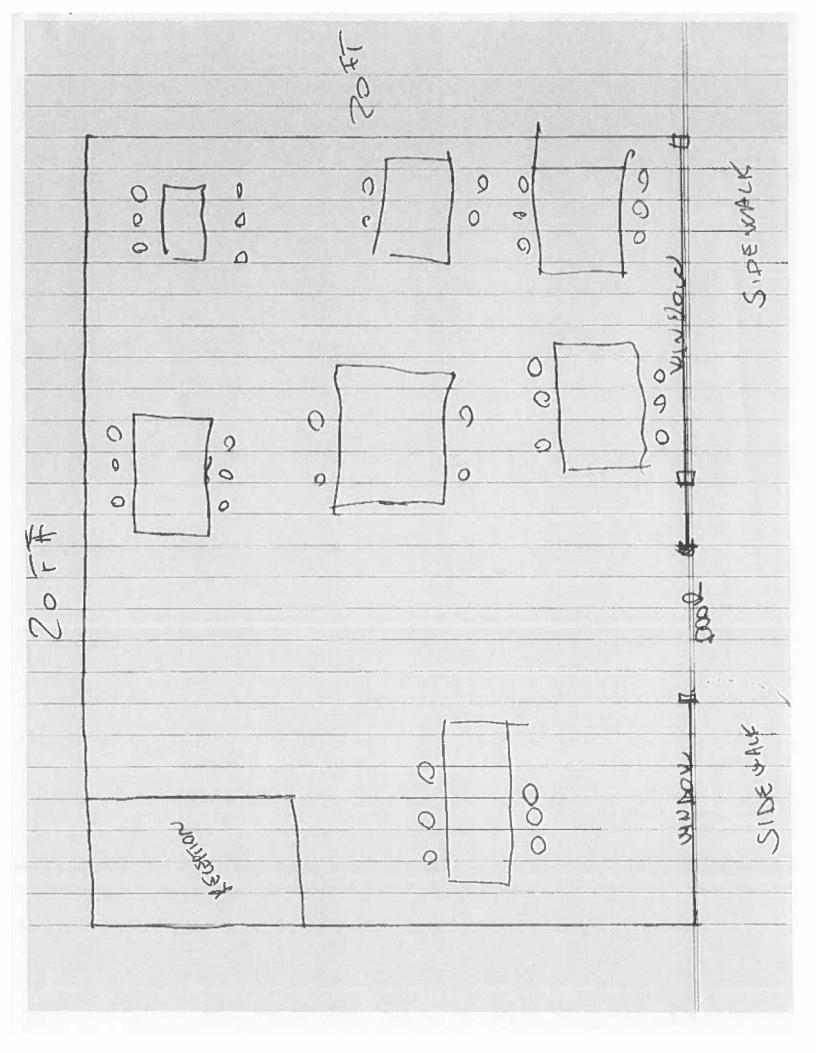
Please return the signed acknowledgement form to the City of St. Charles Administration Office.

# EXHIBIT A SHOPPING CENTER SITE PLAN



27/2





# BUSINES HOURS

MON CLOSED

TUS 4PM TO 10 PM

WED 4PM TO 10 PM

THUS 4PM TO 10 PM

FRID 11 AM TO 10 PM

SAT 4PM TO 10 PM

SUN 4PM TO 9PM

WINE RED WINE WHIE

BEER BOTLE

#### SHOPPING CENTER LEASE

# ARTICLE I BASIC LEASE DEFINITIONS AND IDENTIFICATION OF EXHIBITS

#### Section 1.01 BASIC DEFINITIONS

Terms appearing in capital letters are defined thereafter.

- (A) SHOPPING CENTER: Foxfield Commons
  - Any use of the term "Shopping Center" in this Lease shall be deemed to include the Premises, the Building, the parking lot, all improvements, and the land within the boundaries of the area operated by Landlord as a shopping centers, as shown on Exhibit A.
- (B) PREMISES: Retail Space of 1,338 Square Feet as shown on Exhibit A and commonly known as Foxfield Commons in the Building located at 2712 E. Main Street, St. Charles, IL 60174, attached hereto and made a part thereof. Any use of the term "Land" in this Lease shall be deemed to mean the land underlying the Shopping Center, and on which the Shopping Center is constructed, or any part thereof.
- (C) Landlord and Address:

Foxfield Commons LLC c/o Complex Management 423 S 2<sup>nd</sup> Street St. Charles, IL 60174

VP

Tenant and Address: Vito DiFronzo, individually Stefania DiFronzo, individually d/b/a Acqua e Farina, Inc. 2712 E. Main Street St. Charles, Illinois 60174

# TERM OF LEASE: three years and four months from the Commencement Date of the Lease, subject to Section 2.02

- (D) POSSESSION DATE: February 21, 2023
- (E) COMMENCEMENT DATE: Landlord shall deliver space on or before February 21, 2023 in as-is condition which shall include the HVAC system being in good working condition.

PAYMENT OF FIRST RENT: The Minimum Rent and Additional Rent Commencement Date shall be one hundred twenty (120) days after the Commencement Date.

- (G) EXPIRATION DATE: Lease shall expire on the last day of the month of the 40th full month after the Commencement Date.
- (H) RENEWAL TERM(S): One three (3) year renewal option with 3% annual increases with no less than one hundred eighty (180) days prior written notice to the Expiration Date.
- (I) SECURITY DEPOSIT: \$2,787.50

(J) FIXED MINIMUM RENT:

Initial Term

YEARS_	Monthly Minimum Rent
Year I	\$2,787.50
Year 2	\$2,871.13
Year 3	\$2,957.26

Renewal Term: One three-year option with 3% annual increases to continue and upon one hundred eighty (180) days written notice prior to the expiration date set forth in Section 1.01(G).

- (K) INITIAL MONTHLY ESTIMATED REAL ESTATE TAX, CAM & PROPERTY INSURANCE PAYMENT: \$478.34(\$4.29 per sq. ft.)
- (L) RENTABLE AREA OF THE PREMISES: 1,338 square feet.
- (M) TENANT'S INITIAL PROPORTIONATE SHARE of the Shopping Center .998% based on the current total rentable space in the Shopping Center of 134,000 square feet. Tenant's Proportionate Share of the Shopping Center at any time shall be the proportion that the rentable area of the Premises bears to the total rentable area of the building which from time to time constitute the Shopping Center or, for purposes of determining Tenant's share of taxes, to the total rentable area of the buildings located on the tax parcel of which the Premises are a part of.
- (N) TENANT'S BUSINESS The operation of a restaurant specializing in Italian food doing business as Acqua e Farina
- (O) BROKER OTHER THAN LANDLORD'S AGENT: None.
- (P) ENUMERATION OF EXHIBITS

The exhibits described below area attached to and incorporated into this Lease by this referenced.

EXHIBIT A - Shopping Center Site Plan and Delineation of Premises

EXHIBIT B - Shopping Center Legal Description

EXHIBIT C - Landlord's Work

EXHIBIT D - Tenant's Work

EXHIBIT E - Financial Statement(s) of Tenant and Guarantor

EXHIBIT F Sign Criteria

EXHIBIT G - Rules and Regulations

ARTICLE II TERMS

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# SHOPPING CENTER LEASE

# ARTICLE I BASIC LEASE DEFINITIONS AND IDENTIFICATION OF EXHIBITS

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Terms appearing in capital letters are defined thereafter.

(A) SHOPPING CENTER: Foxfield Commons

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- (B) PREMISES: Retail Space of 1,338 Square Feet as shown on Exhibit A and commonly known as Foxfield Commons in the Building located at 2712 E. Main Street, St. Charles, IL 60174, attached hereto and made a part thereof. Any use of the term "Land" in this Lease shall be deemed to mean the land underlying the Shopping Center, and on which the Shopping Center is constructed, or any part thereof.
- (C) Landlord and Address:

Foxfield Commons LLC c/o Complex Management 423 S 2<sup>nd</sup> Street St. Charles, IL 60174

Tenant and Address:
Vito DiFronzo
Stefania DiFronzo
d/b/a Acqua e Farina , [ ^ c / 2712 E. Main Street
St. Charles, Illinois 60174

TERM OF LEASE: (3) five years and four (4) months from the Commencement Date of the Lease, subject to Section 2.02

- (D) POSSESSION DATE: February 17, 2023
- (E) COMMENCEMENT DATE: Landlord shall deliver space on or before February 17, 2023 in as-is condition which shall include the HVAC system being in good working condition.
- (F) PAYMENT OF FIRST RENT: The Minimum Rent and Additional Rent Commencement Date shall be the earlier of (1) one hundred twenty (120) days after the Commencement Date; or (2) Tenant opening for business:
- (G) EXPIRATION DATE: Lease shall expire on the last day of the month of the 40th full month after the Commencement Date.
- (H) RENEWAL TERM(S): One three (3) year renewal option with 3% annual increases with no less than one hundred eighty (180) days prior written notice to the Expiration Date.
- (I) SECURITY DEPOSIT: \$2,787.50

(J) FIXED MINIMUM RENT:

Initial Term

 YEARS
 Monthly Minimum Rent

 Year 1
 \$2,787.50

 Year 2
 \$2,871.13

 Year 3
 \$2,957.26

Renewal Term: One three-year option with 3% annual increases to continue and upon one hundred eighty (180) days written notice prior to the expiration date set forth in Section 1.01(G).

- (K) INITIAL MONTHLY ESTIMATED REAL ESTATE TAX, CAM & PROPERTY INSURANCE PAYMENT: \$478.34(\$4.29 per sq. fl.)
- (L) RENTABLE AREA OF THE PREMISES: 1,338 square feet.
- (M) TENANT'S INITIAL PROPORTIONATE SHARE of the Shopping Center .998% based on the current total rentable space in the Shopping Center of 134,000 square feet. Tenant's Proportionate Share of the Shopping Center at any time shall be the proportion that the rentable area of the Premises bears to the total rentable area of the building which from time to time constitute the Shopping Center or, for purposes of determining Tenant's share of taxes, to the total rentable area of the buildings located on the tax parcel of which the Premises are a part of.
- (N) TENANT'S BUSINESS The operation of a restaurant specializing in Italian food doing business as Acqua e Farina
- (O) BROKER OTHER THAN LANDLORD'S AGENT: None.
- (P) ENUMERATION OF EXHIBITS

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EXHIBIT D - Tenant's Work

EXHIBIT E - Financial Statement(s) of Tenant and Guarantor

EXHIBIT F - Sign Criteria

EXHIBIT G - Rules and Regulations

# ARTICLE II **TERMS**

#### SECTION 2.01 LEASE

This Lease is made by and between Landlord and Tenant. In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, Landford leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right to the nonexclusive use in common with other of all Common Areas (defined in Section 6) from time to time designated by Landlord.

SECTION 2.02 POSSESSION, TERM, COMMENCEMENT OF USE AND RENTAL, RENEWAL Landlord shall deliver possession of the Premises to the Tenant on the approximate date specified in paragraph 1.01.E and upon receipt of the Security Deposit and First Month's Rent from Tenant.

> The term of this lease and Tenant's obligations to occupy and use the Premises shall commence on the Commencement Date. If the Commencement Date is a date other than the first day of the month, then the first month's rent shall be pro-rated. After the Commencement Date, upon the request of Landlord or Landlord's mortgagee, Tenant shall execute and deliver written certification to Landlord or Landlord's mortgagee (i) that this Lease is in full force and effect; (ii) of the Commencement Date and the Expiration Date; (iii) that all work to be completed by Landlord for the Premises has been accepted by Tenant; and (iv) other requested information. If Tenant fails to deliver such certification within ten (10) days after the request, Landlord as Tenant's attorney-infact may execute the certification, and Tenant grants Landlord the power of attorney to so act.

> Landlord hereby grants to Tenant a license, subject to the non-rental terms of this Lease, to go upon the Premises on the date set forth in paragraph 1.01.E, which is prior to the Commencement Date of the term of this Lease, for the limited purpose of installing its trade fixtures and equipment and completing the Tenant's Work referred to in paragraph 2.06.

> Notwithstanding anything to the contrary in this Lease, if Landlord fails to deliver possession of the Premises on the dates specified in Section 1.01.E., the Commencement Date and any date herein which relates to the Commencement Date (including the date when rent is first paid, the Opening Date and Expiration Date), shall be postponed by the number of days of delay in delivering possession of the Premises to the Tenant, except that any delay which is in part caused by any delay of or default by Tenant shall not delay the Commencement Date or related dates. The decision of Landlord's architect shall be final and binding on the parties as to all disputes as to whether the Premises are ready for Tenant's possession and the commencement of Tenant's work. Occupation of the Premises by the Tenant or commencement of the Tenant's work by the Tenant shall be a binding acknowledgement by the Tenant that the Premises have been delivered to the Tenant in a condition which is ready for Tenant's occupation and commencement of Tenant's Work, and, notwithstanding anything to the contrary in this Lease, unless the Commencement Date has earlier occurred, such date of occupation or start of Tenant's Work shall be deemed to be the Possession Date.

> Unless sooner terminated or renewed, this Lease and the tenancy hereby created shall cease and terminate on the Expiration Date without any notice. Tenant hereby waives notice to vacate the Premises on the Expiration Date or other termination of this Lease, and Landlord shall be entitled to the benefit of all provisions of law regarding the summery recovery of possession of the Premises to the same extent as if statutory notice had been given.

> Tenant shall have the right to renew the term of this Lease for one additional three-year period (the "Renewal Term") with 3% annual increases provided Tenant gives Landlord notice of its intent to renew this Lease at least 180 days prior to the expiration of the then current term of this Lease. It shall be a condition to the exercise by Tenant of any option to renew this Lease that there be no uncured default by Tenant in the performance of this Lease at the time of the exercise of such option.

There shall be no privilege to extend this Lease for any period beyond the Renewal Term or Terms. If any option to renew is exercised by Tenant, the Fixed Minimum Rent for the Renewal Term shall be the Fixed Minimum Rent set forth in paragraph 1.01.(J) for the Renewal Term.

#### SECTION 2.03 LEASE YEAR: PROPORTIONATE SHARE ADJUSTMENTS

"Lease Year" means each full calendar year during the Term and any partial calendar year falling within the Term and containing the Commencement Date or the Expiration Date. All obligations and computations shall be prorated during any Lease Year consisting of a partial calendar year on the basis of the proportion which that portion of the calendar year during which this Lease in effect bears to the full calendar year.

#### SECTION 2.04 USE

Tenant shall use the Premises to conduct the business in Section 1.01.(Q) from the Commencement Date. So long as Tenant is not in default under the terms of this Lease and continues to conduct the business specified in Section 1.01.(Q) as an ongoing enterprise, Landlord hereby grants to Tenant the right to conduct said business in the Shopping Center.

Tenant hereby acknowledges that Landlord has, or may in the future grant exclusive operating licenses for other tenants in the shopping center. Tenant agrees that it shall not operate any business for any other uses which may be added by Landlord as supplemental exclusives after the execution of this Lease, provided that any such supplemental uses may not directly compete with Tenant's use and must represent the primary business of another proposed or operating tenant in the shopping center.

Tenant shall not use nor permit the Premises to be used for any other purpose. Tenant shall at all times conduct its business in accordance with the highest business standards and in a manner which will in inure or detract from the reputation of the Shopping Center or its other tenants. No auction, fire bankruptcy, liquidation or similar sale shall be conducted in or from the Premises. Tenant will use a minimum of space for office, storage, and non-retail selling purposes. Tenant shall not sell or service or permit the sale of service of any alcoholic beverages on or from the Premises, nor install or permit on the Premises any pay telephones, video games, vending machines or other coinoperated or token-operated machines, except for drinks or food products, nor occupy or use the Premises (nor permit the use or occupancy of the Premises) for any purpose which: (a) may be dangerous to person or property; (b) may invalidate or increase the amount of premium for any policy of insurance affecting the Building or Shopping Center, (and if any additional amounts of insurance premiums are so incurred, Tenant shall pay such additional amounts to Landlord on demand;) or (c) may create a nuisance, disturb any other tenant of the Shopping Center or any occupant of neighboring property, Tenant, at its sole cost and expense, shall comply with all present and future applicable codes and other laws, ordinances and regulations of all public authorities or quasi-governmental authorities (including the Board of Fire underwriters) now or hereafter affecting the Premises or any alterations of additions thereto of the business conducted therein or the common areas adjacent thereto. Without limiting the generality of the foregoing Tenant shall comply, to the extent that the same may be applicable to the Premises, with the "Occupational Safety and Health Act of 1970," even if the Tenant is otherwise exempted from its provisions.

Tenant shall park Tenant's vehicles, and require all employees of Tenant to park their vehicles only in such places as may be reasonably designated for such use from time to time by Landlord.

Tenant shall keep all garbage and refuse in the type of container specified by Landlord, prepared for collection in the manner specified by Landlord. If Landlord shall provide or designate a service to tenants of the Shopping Center for collection refuse and garbage, Tenant shall employ such service at Tenant's expense (chargeable to and payable by Tenant in the same manner as a part of the Common Area Maintenance Charge), provided such cost shall be reasonably competitive with any similar service available to Tenant. Landlord shall require all other tenants to comply with refuse rules and to keep all refuse within containers.

Tenant shall keep its exterior lights, including exterior signs and merchandise display windows lighted at all times during which the demised Premises are open for business after sundown and prior to sunrise.

# SECTION 2.05 RULES AND REGULATIONS

Tenant shall observe the sign criteria contained in Exhibit F, and the rules and regulations contained in Exhibit G, and such further rules and regulations as Landlord may from time to time prescribe. Landlord shall not be responsible for the non-performance of any rule or regulation by any other tenant or occupant of the Shopping Center, except that Landlord will use its best effort to see that the violations of the rules by other tenants will not adversely affect Tenant's business operation.

# SECTION 2.06 LANDLORD'S AND TENANT'S WORK.

Landlord and Tenant shall complete the work described in Exhibits C and D. Landlord shall not be responsible for any initial work or improvements unless otherwise provided herein.

### SECTION 2.07 CONDITION OF PREMISES

Tenant's taking possession of the Premises shall be conclusive evidence that the Tenant accepted the Premises in the condition existing on the date Tenant took possession, and that Tenant has waived all claims relating to the condition of the Premises. No agreement of Landlord to alter, remodel, or decorate the Shopping Center, and no representation regarding the Premises, the Building, or in the Shopping Center has been made by or on behalf of the Landlord, except as stated in this Lease.

# SECTION 2.09 QUIET ENJOYMENT

So long as Tenant shall not be in default under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease.

#### SECTION 2.10 HAZARDOUS MATERIALS

Landlord and Tenant agree as follows with respect to the existence or use of "Hazardous Material" in the Premises or otherwise at the Shopping Center.

- (A) Tenant, at its sole cost and expense, shall comply with all laws, ordinances, rules regulations and orders of any governmental authority having jurisdiction concerning environmental, health and safety matters ("Environmental Laws"), including, but not limited to, any discharge by Tenant, its agents, employees, contractors or invitees into the air, surface water, sewers, soil or groundwater of any Hazardous Material (as defined in Subsection 2.09 (i), whether within or outside the Premises or otherwise at the Shopping Center.
- (B) On or before each anniversary of the Commencement Date, Tenant shall provide Landlord, if requested by Landlord, with written certification that it is in compliance with all Environmental Laws and shall otherwise specify the extent Tenant's noncompliance, including Tenant's intended course of action and time frame for coming into compliance. Tenant shall additionally provide Landlord with a duplicated copy of any emergency preparedness and response plans which it has prepared or has had prepared. Landlord assumes no responsibility for implementation of the plan by virtue of possession of said duplicate copy.
- (C) Tenant shall, within ten (10) days of its receipt, provide Landlord with: (i) copies of any notice of alleged violations, or other claims relating to Environmental Laws; (ii) any changes to its emergency preparedness and response plans; and (iii) all reports or analyses conducted by Tenant or its contractors to determine whether Hazardous Materials at the Premises are present, or have been release or threaten to be release. Landlord shall have access to the Premises at reasonable times and upon reasonable notice to inspect the Premises to determine Tenant's compliance with Environmental Laws. Tenant will cooperate with Landlord in any such inspection, and will provide Landlord with access to such relevant documents or records in Tenant's possession which Landlord may request.

- (D) The Tenant, on its own behalf and on behalf of its successors and assigns, hereby release and forever discharges Landlord, its beneficiaries and their respective officers, directors, partners, employees and agents both in their capacities as representatives and as individuals, from any and all claims, actions or liabilities of any manner whatsoever, whether in law or equity, whether now or hereafter claimed or known, which Tenant now has or may have in the future against the Landlord arising from or relating in any way to releases or threatened releases of Hazardous Materials to the environment which may occur as a result of Tenant's activities on the Premises, or which arise from Tenant's failure or alleged failure to comply with Environmental Laws.
- (E) Tenant shall not install any underground storage tanks of any kind whatsoever on the Premises without the prior written approval of Landlord which may be withheld for any reason, without any implied covenant of good faith. "Underground Storage Tank" as used herein shall have the meaning ascribed to it by the Solid Waste Disposal Act, 42 U.S.C. Subsection 6901 et seq., as it may be amended from time to time, except that tanks specifically excluded from the statutory definition shall nonetheless be encompassed within the definition for purposes of this subsection.
- Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or **(F)** about the Premises or otherwise at the Shopping Center by Tenant, or by its agents, employees, contractors, or invitees, without the prior written consent of Landlord except as may be used in the normal course of Tenant's permitted use of the Premises and in accord with all applicable laws and regulations. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material in the Premises or otherwise at the Shopping Center caused or permitted by Tenant results in contamination of the Premises or the Shopping Center, or other property, then Tenant shall indemnify and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises or the Shopping Center, damages for the loss or restriction in use of rentable or useable space or of any amenity of the Premises or the Shopping Center, damages arising from any adverse impact on marketing of space at the Shopping Center, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions of any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material presenting the soil or ground water on or under the Premises or otherwise at the Shopping Center. The indemnification and hold harmless obligations of Tenant under this subsection, shall survive any termination of this Lease.
- (G) Without limitation of this Subsection 2.10 (F), if the presence of any Hazardous Material in the Premises or otherwise at the Shopping Center caused or permitted by Tenant results in any contamination of the Premises or the Shopping Center, Tenant shall promptly take all action, at its sole expense, as is necessary to return the Premises or the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material to the Premises or the Shopping Center; provided that Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions, in Landlord's sole and absolute discretion, would not potentially have any materially adverse long-term or short-term effect on the Premises or the Shopping Center.
- (H) Without in any way limiting Landlord's right to withhold its consent as provided for in Article X hereof, Tenant specifically agrees that it shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease pursuant to this Lease if: (i) the proposed assignee's or sublessee's anticipated use of the Premises involves the generation, storage, use, treatment or disposal of Hazardous Material; (ii) the proposed assignee or sublessee has been required by any prior Landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from such assignee's or sublessee's actions or use of the property in questions; or (iii) the proposed assignee or sublessee is subject to an enforcement order issued by any governmental authority in connection with the use,

disposal or storage of a Hazardous Material.

- (I) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the laws of the state where the Premises are located or the United States Government. The term "Hazardous Materials" included, without limitation, any material or substance which is: (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. Section 1317); (iii) defined as a "hazardous waste" pursuant to Section 3004 of the Federal Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.); (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. Section 6901 et seq.); or (iv) petroleum or petroleum derivatives.
- (J) Any increase in the premiums for necessary insurance on the Premises or the Shopping Center which arises from Tenant's use and/or storage of Hazardous Materials shall be solely at Tenant's expense. Tenant shall procure and maintain at its sole expense such additional insurance as may be necessary to comply with any requirement of any Federal, State or local government agency with jurisdiction.
- (K) Tenant, on its own behalf and on behalf of its successors and assigns hereby covenant and agree to indemnify, defend and hold Landlord, its officers, directors, partners, employees and assigns harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses contingent or otherwise which Landlord, its officers, directors, partners, employees or assigns may incur arising out of contamination of real estate or other property not part of the Shopping Center which contamination arises as a result of the presence of Hazardous Material in the Premises or at the Shopping Center, the presence of which is caused or permitted by Tenant. The indemnification and hold harmless provisions of this subsection shall survive any termination of the Lease and shall be co-extensive with the indemnification and hold harmless rights of Landlord with respect to the Premises and the Shopping Center.
- (L) Hazardous Waste: Promptly after execution of this Lease, Landlord will provide Tenant with copies of all environmental reports (if any) relating to the Premises. Landlord will: (a) be responsible for removing any hazardous materials on the Premises; and (b) hold Tenant harmless from loss relating to any such hazardous materials. Landlord will remove any asbestos or asbestos containing materials from the Premises before delivering possession of the Premises. Tenant will hold Landlord harmless from loss for any hazardous waste created by Tenant.

# ARTICLE III RENT

# SECTION 3.01 RENT PAYMENTS

Tenant agrees to pay Landlord at the office of the Landlord or at such other place as Landlord may from time to time designate, Rent as defined in this Lease, all without offset or deduction and without notice or demand. The Term "Rent" means Fixed Minimum Rent, Tax and CAM Rent (including Estimated Tax and CAM Payments), and all other sums of money which Tenant shall become obligated to pay to Landlord hereunder. Tenant's covenant to pay Rent is independent of every other covenant of this Lease.

#### SECTION 3.02 FIXED MINIMUM RENT

Commencing on the date set forth in paragraph 1.01(F), Tenant shall pay monthly Fixed Minimum Rent in the amount specified in Section 1.01(I). For all other months or partial months of the Term, Monthly Fixed Minimum Rent shall be paid in advance, on or before the first day of each and every calendar month during the Term. If the date on which Fixed Minimum Rent is first payable is not the first day of a month, Tenant's first payment of Fixed Minimum Rent shall be prorated for the fractional month between such date and the first day of the next month on a per diem basis.

Notwithstanding the foregoing, such proration shall never result in a greater free rental period than specified in paragraph 1.01., i.e., the prorated Fixed Minimum Rent amount shall be based upon the first actual rental payment.

#### SECTION 3.03 TAX, INSURANCE, AND COMMON AREA MAINTENANCE RENT

In addition to the Fixed Minimum Rent, Tenant shall pay to Landlord, Tenant's Proportionate Share of all Taxes, Insurance Costs, and Common Area Maintenance ("CAM") Costs for the Shopping Center, as defined below ("Tax, Insurance and CAM Rent"). Tenant's Proportionate Share is the percentage of the Shopping Center specified in Section 1.01(M). Commencing on the date specified in paragraph 1.01.(F), Tenant shall make monthly Estimated Tax, Insurance, and CAM Payments in initial amounts equal to the total of the Initial Monthly Estimated Tax Payment, Insurance Payment, and Initial Monthly Estimated CAM Payments specified in paragraph 1.01.(K). Landlord may adjust the amount of Tenant's Estimated Tax, Insurance, and CAM Payments based upon Landlord's projections.

Within sixty (60) days following the end of each Lease Year or at such later time as Landlord is able to determine the actual amounts of Tax, Insurance, and CAM Rent amount for the Lease Year last ended, Landlord shall notify Tenant in writing of such actual amounts, and shall establish budget estimates for the succeeding Lease Year. If the total of Estimated Tax, Insurance and CAM Payments paid by Tenant during such Lease Year is less than the actual amounts payable for such year, then Tenant shall, within sixty (60) days after the date of Landlord's notice, pay to Landlord an amount equal to the excess of the actual Tax, Insurance, and CAM Rent payable for the Lease Year last ended over the total Estimated Tax and CAM Payments paid by Tenant during such Lease Year. Except as provided below regarding refunds in the last Lease Year, if the total of Tenant's Estimated Tax and CAM Payments for any Lease Year exceeds the actual amount payable by Tenant and Tenant is not in default under this lease or otherwise indebted to Landlord, Landlord shall either refund such excess to Tenant within thirty (30) days or, at Landlord's option, credit such excess to the next payments of Rent due.

"Taxes" shall include all taxes attributable to improvements now or hereafter made to or upon the Shopping Center of any part thereof, or the Land including all real estate taxes, assessments; and other governmental impositions and charges of every kind and nature whatsoever, nonrecurring as well as recurring; special or extraordinary; foreseen and unforeseen; and each and every installment thereof, which are levied, assessed or imposed, or become due and payable or become liens upon, or arise in connection with the use, occupancy or possession of, or any interest in, the Shopping Center, or any underlying land, building or other improvement thereon, or any part thereof, during the Term. If Landlord retains any attorney or consultant to negotiate the amount of taxes, or any factor influencing the amount of any taxes, whether or not such action results in a reduction in the amount of taxes, "Taxes" shall include all such fees, attorneys' and appraisers' fees and all disbursements, court costs and other items paid or incurred by Landlord during the applicable Lease Year regarding such negotiations or proceedings.

"Insurance Costs" shall mean all insurance premiums for extended coverage fire and casualty insurance (either Basic Form, Broad Form or Special Form) covering the Premises, as well as commercial general liability and property damage insurance including fire insurance and extended coverage but excluding coverage to be maintained by Tenant pursuant to Paragraph 8.01, as well as rental interruption endorsement for Landlord's property insurance to protect Landlord against a loss of Rent for a period not to exceed twelve (12) months.

"Common Area Maintenance Costs" or "CAM Costs" shall mean all costs, expenses and disbursements (except Taxes and Tax Rent) otherwise payable pursuant to this section) of every kind and nature which Landlord shall pay or become obligated to pay in connection with the management (including management/administrative fees), ownership, operating, maintenance, and repair of the Shopping Center, and related real estate, including Common Areas and all improvements from time to time existing, and of the personal property, fixtures, machinery, equipment, systems, and apparatus located in or used in connection with the Shopping Center or

related to real estate, including without limitation: utility expenses; all costs and expenses incurred by Landlord in connection with any change of any company providing electricity service to the Shopping Center; removal of snow, ice, rubbish and debris; rental and depreciation (over a period not exceeding sixty (60) months) of machinery and equipment and other non-real estate assets used in the operation and maintenance of the Shopping Center; fees and charges for professional management of the Shopping Center and overhead for Landlord's supervision of the Common Areas; paving, curbs, walkways, roofs, landscaping, seating area and seats, drainage, retention ponds, water lines, sanitary and storm sewer lines, electrical lines and other equipment serving the Land on which the Shopping Center or any part thereof is constructed or is to be constructed; heating, ventilating and air conditioning enclosed common area, and at Landlord's option, the fire protection and sprinkler systems, HVAC, electrical, plumbing, and or mechanical systems which are tenant's responsibility pursuant to Section 7.02b hereof. In the event of any dispute as to whether an item represents a CAM Cost or a capital item, Landlord's accounting practices shall be determinative and binding on the parties.

Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant acknowledge and agree that the following items shall be excluded from expenses to be reimbursed or paid by Tenant as "CAM Costs."

- i. All fees and costs associated with a merchant's association or similar association, if any;
- Repairs or other work occasioned by fire, windstorm or other casualty of an insurable nature or by the exercise of eminent domain or any expenditures for which Landlord is entitled to reimbursement from any source including without limitation insurance and condemnation proceeds;
- All costs and expenses associated with leasing to other tenants; including tenant improvements allowance, attorney's fees, brokerage commissions and architectural fees, if any;
- iv. Renovating or otherwise improving or decorating, painting or redecorating space for other tenants, if any;
- Cost incurred by Landlord for alterations or improvements which are considered capital improvements or replacements under generally accepted accounting principles;
- vi. Expenses in connection with services or other benefits of a type which are not provided Tenant but which are provided to another tenant or occupant, if any;
- vii. Costs, fines or penalties incurred due to violation by Landlord or any other tenant of the terms and conditions of any lease, laws or regulations, if any;
- viii. Amounts for services paid to entities of Landlord which exceed the amount that would have been paid to unaffiliated entities;
- ix. All items and services for which Tenant reimburses Landlord or pays third parties;
- x. Depreciation and amortization of the Building and Parking Lot Improvements
- xi. All costs related to Landlord's financing, if any, and;
- xii. Capital taxes, income taxes, corporate taxes, corporation capital taxes, excise taxes, profits taxes or other taxes personal to the Landlord.

If for reason other than Tenant's default, this Lease is terminated on a date other then the last day

of a Lease Year, Tenant's Tax, Insurance and CAM Rent shall be prorated based on the proportion which that part of the calendar year during which this Lease is in effect bears to the full calendar year. Notwithstanding anything herein to the contrary, for the purpose of computing Tax, Insurance and CAM Rent due for the first or last Leas year, all Taxes, Insurance and CAM Costs (as prorated) payable during the calendar year in which the first and last Lease Year shall be deemed payable during such first of last Lease Year.

Provided Tenant is not then in default hereunder or indebted to Landlord, if, after Tenant has made the required annual payment of Tax, Insurance, and CAM Rent, Landlord receives a refund of any portion of the Taxes included in the computation of such Tax, Insurance, and CAM Rent, Landlord receives a refund of any portion of the Taxes included in the computation of such Tax, Insurance, and CAM Rent, then within thirty (30) days after receiving the refund Landlord shall pay to Tenant the percentage of the difference between such net refund less all costs and expenses (including, but not limited to, attorneys' and appraisers' fees) expended or incurred in obtaining such refund (and not otherwise included in prior payments of Tax, Insurance, and CAM Rent) and the amount originally paid by Landlord for the Taxes in question, which is the same as the percentage of the Taxes in question which were paid by Tenant. Tenant shall not institute any proceeding with respect to the assessed value of the Shopping Center or any part thereof for the purpose of securing a tax reduction.

If during the Term, under the laws of any jurisdiction in which the Shopping Center is located, a tax, imposition, charge, assessment, excise or license fee is levied on, imposed against or computed in whole or in part, by reference to: (1) any rent payable hereunder or under any other lease within the Shopping Center; or (2) the value of any lien placed against the Shopping Center or against the Land or any obligations secured thereby; or if any other tax imposition, charge, assessment, excise or license fee which is not referred to above, shall be levied or imposed by any such jurisdiction, in lieu of (in whole or in part) of the current ad valorem property tax, then to the extent that the cost of any of the foregoing shall be imposed, either directly or indirectly, on Landlord then such tax, imposition charge, assessment, excise or license fee, shall constitute "Taxes".

Landlord may, in its own name when Landlord deems it so advisable, contest the validity of amount of any Taxes. If any rebate of such Taxes is made, Tenant shall be entitled to its prorate Share of such rebate to the extent Tenant has paid Landlord for such Taxes for the Lease Year for which the rebate is received. Tenant shall pay it's Proportionate Share of legal fees and costs of obtaining reductions in Taxes upon demand from Landlord. Landlord shall furnish Tenant a statement showing in detail the amount of such fees and costs due from Tenant.

#### SECTION 3.04 LATE PAYMENTS

Tenant shall make all rent payments as provided for under Section 3.02. In the event Tenant has not paid its rent in a timely fashion, Landlord may provide Tenant with written notice specifying Tenant's delinquency. Tenant shall pay rent, in full, within five (5) days of said notice, without penalty. In the event Tenant has not made its rent payment within the five (5) days grace period, Tenant shall pay Landlord a late fee equal to 10% of the rent then due. In addition, interest shall accrue at the rate of eighteen percent (18%) per annum compounded monthly until paid in full beginning on the sixth day after such rent is due and continuing until paid. Interest on late rent shall be in addition to all other rights of Landlord.

#### SECTION 3.05 COLLECTION OF ACTUAL TAX RENT

Landlord has the right to bill Tenant for any excess in Tenant's Proportionate Share of the actual amount of any Tax for each Lease Year over the amount of that part of Tenant's Estimated Tax Rent Payments therefore made and allocable to such Tax, and for any separable part thereof, after Landlord received the respective bill, assessment, levy, notice of imposition or other evidence that such Tax is due or payable, all of which are hereinafter collectively referred to as a "Tax Bill" (whether such bill is a final bill, an estimate of annual taxes or represents a tax bill based upon a final or partial assessment or determination). Tenant shall pay the balance of its Proportionate Share

of such Tax within thirty (30) days of Landlord's statement setting forth the Taxes for which landlord has received a Tax Bill, Tenant's Proportionate Share of Taxes, and Tenant's payments theretofore made and allocable to the respective Tax. A Tax Bill or photocopy thereof submitted to Tenant shall be conclusive evidence of the amount of the Taxes included in the computation of the Tax in questions. Landlord shall have the right to bill Tenant for Tenant's share of Taxes for the last Lease Year whether or not Landlord shall theretofore have received a Tax Bill Covering the period including the Expiration Date. If Landlord has not received a Tax Bill for such period, Landlord may estimate the amount of such last installment of Tenant's Proportionate Share of Taxes on the basis of information contained in the Tax Bill most recently received by Landlord, subject to adjustment when Landlord receives the actual Tax Bill. Tenant shall pay such adjusted amount upon billing.

### SECTION 3.06 REFUNDS IN THE LAST LEASE YEAR; INTEREST

Landlord shall not be obligated to refund to Tenant any amount otherwise refundable during the last Lease Year until Tenant has fully performed all of its obligations under this Lease and is not indebted to Landlord. If Tenant is indebted to Landlord for any reason whatsoever, Landlord may deduct the amount owed from such refund. No interest shall accrue on the Security Deposit or any amount which Landlord may be obligated to credit or pay to Tenant.

# ARTICLE IV SECURITY DEPOSIT

As security for the performance of its obligations under this Lease, at the time this Lease is signed, Tenant shall pay to Landlord a Security Deposit as specified in Section 1.01(I). The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application; Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. Within thirty (30) days after the Expiration Date, Landlord shall return the unapplied balance, if any, of the Security Deposit. The Security Deposit shall not be deemed an advance payment of any Rent or measure of damages for any default by Tenant, nor shall it be a bar or defense to any action which Landlord may at any time commence against Tenant. Landlord shall not be required to segregate the Security Deposit. Landlord may assign the security deposit to any successor owner of the Premises.

# ARTICLE V UTILITIES

Tenant shall pay for all utility service provided to the Premises including but not limited to water, gas, heat, light, sewer and telephone service, and all taxes thereon. For any utility service not separately metered and directly billed to Tenant by the local utility provider, Tenant shall pay Landlord, in monthly installments at the time for payment of Fixed Minimum Rent, but commencing upon the Commencement Date, an annual amount, ("Utility Charges") as estimated by Landlord from time to time, and billed to Tenant at such utility provider's then current rates, which Tenant would pay for such service if it were separately metered to the Premises.

In no event shall Landlord be liable to Tenant in damages, or otherwise, should the furnishing of any service be inadequate, interrupted or be terminated because of necessary repairs or improvements or for any cause beyond Landlord's reasonable control. Upon not less than thirty (30) days' notice, Landlord may cease to furnish any or all of said services without any responsibility to Tenant except to connect the service facilities with another available alternate source of supply.

If Landlord at any time elects to separately meter the Premises for any utility service, then for all utilities supplied directly to the Tenant by the respective utility provider, Tenant shall pay upon demand all cost of metering, including the costs of all meters and the installation and maintenance thereof, and Tenant shall be billed directly by such utility provider and shall pay each bill in accordance with its terms. If for any reason Tenant cannot be billed directly, Landlord shall forward each bill to Tenant and Tenant shall pay it in accordance with its terms.

In the event that supply and provision of electricity is deregulated, Landlord shall have sole determination of the entity to supply electrical service to the Shopping Center; and may if permitted by law, continue to contract with an existing electricity provider or contract with an alternative company or companies for such service.

# ARTICLE VI COMMON AREAS

Use of the Common Areas as from time to time constituted and provided shall be subject to the following Landlord's rights: (a) Landlord's right to make all changes in the Common Areas and other portions of the Shopping Center except the Premises as will, in Landlord's sole judgment, be in the best interests of the Shopping Center tenant. including the right to relocated any improvements in the Shopping Center, the right to alter, diminish, or make additions to any such improvement, or entrances, exits, passageways, doors, elevators, stairs, toilets, loading docks, traffic lanes, parking areas, and other Common Areas, and the boundaries and locations and entrances and exits of any parking area or areas and the right to enclose, heat, ventilate and air condition, utility or sprinkler rooms; (b) the right to keep all or any of the Common Area open only during the hours when the Shopping Center is open for business and to temporarily close any or all of the Common Area at any time to make repairs or changes, to prevent the acquisition of public rights, or to discourage parking not in conformity with Landlord's regulations, and to do such other acts in and to the Common Areas as in Landlord's judgment may be desirable; (c) the right to determine the manner in which the Common Areas shall be maintained, operated, equipped, lighted and surfaced, (d) notwithstanding anything to the contrary in this Lease, Landlord may institute such programs and measures as may be necessary or desirable, to conserve or preserve energy or energy related services, or as my be required to comply with applicable codes, rules and regulations; and (e) the right at any time and from time to time to dedicate to public use part of all the utility lines, together with all easements required to effectuate such dedications, as Landlord may see fit. Landlord shall at all times have the right and privilege of making changes in the Common Areas from time to time which in its opinion are deemed to be desirable and in the best interests of all persons using said parking and Common Areas, including the location and relocation of driveways, entrances, exits, parking spaces, the direction and flow of traffic, installation of prohibited area, landscaped areas, and all other facilities thereof, except that Landlord shall not make any materially detrimental change in the parking ratio or in the nature of the parking facilities concerning that portion of the Common Areas which is reasonably and customarily used by Tenant's customers. Nothing contained herein shall be deemed to create any liability upon Landlord for and damage to motor vehicles of customers or employees or from loss of property from within such motor vehicles.

# ARTICLE VII MAINTENANCE AND REPAIR

### SECTION 7.01 STRUCTURAL REPAIRS

Landlord shall maintain the foundations, exterior walls (excluding all glass doors, windows and storefronts) and the roof of the Building and the Common Areas in good condition and repair, except that Landlord shall not be required to make any repairs which become necessary or desirable by reason of any act or omission of Tenant. The cost of such repairs shall constitute a "Common Area Maintenance Cost" under the terms of this Lease. If, without Landlord's prior consent, Tenant performs any alteration, affixes any chattels or performs other work which affect any structural portion or the roof of the Building or that portion of the exterior of the Premises which Landlord is obligated to repair pursuant to this Section or which affects the structural integrity of the Building, such action by Tenant shall release and discharge Landlord as of the commencement of such alteration, affixation or other work of and from Landlord's repair obligations. Thereafter Tenant shall be solely responsible for the cost of maintaining, repairing and replacing all such structural portions thereof, the exterior of the Premises or the Building which have been so affected. If Tenant performs any such alterations, affixations or other work in a manner not consistent with Landlord's consent thereto, such work shall be deemed to have been performed without Landlord's consent.

#### SECTION 7.02 TENANT MAINTENANCE AND REPAIRS

(A) Tenant shall, at Tenant's expense, maintain, repair and replace all parts of the Premises, so that the

same shall at all times be in good order and repair, and in a clean, sanitary and safe condition, including all equipment, fixtures and plate glass, the fire protection and sprinkler systems, the store front, and the heating, cooling, ventilating, electrical, plumbing and mechanical systems. Tenant must operate heating and cooling equipment to maintain such store temperatures as will prevent the freezing or bursting of pips and the draining of heated or chilled air from any enclosed Common Areas. Tenant shall enter into and be responsible for a service contract for the HVAC system and secure quarterly servicing. Tenant shall be responsible for scheduled maintenance, repairs and replacement of the HVAC systems.

(B) At Landlord's option at any time prior to or during the Lease Term Landlord may elect to administer any or all of Tenant's obligations pursuant to Section 7.02 hereof, subject to any existing service contracts in force for the maintenance contemplated hereunder, by providing Tenant of Landlord's election in writing. Tenant shall be responsible for all costs of any such maintenance which shall be at reasonable commercial rates. Landlord shall have the option of providing Tenant with a written annual budget estimate of any such costs administered by Landlord, and Tenant shall be obligated to pay for such maintenance as part of the monthly CAM costs in an amount determined by Landlord. Such charges shall be classified as "Tenant's Maintenance and Repairs" rent, and shall be calculated as a sub-section of normal CAM costs and rent.

#### SECTION 7.03 TENANT'S ALTERATIONS

Tenant shall not, without Landlord's prior written consent, do any Tenant's Work or any other painting or decorating, or erect any partitions, make any alterations or repairs in or additions to the Premises or do any nailing, boring, or screwing into the ceiling, walls or floors. Landlord's refusal of consent shall be conclusive. If Landlord so consents, before commencement of any such work or delivery of any materials into the Premises or the Shopping Center, Tenant shall furnish to Landlord for approval architectural plans and specifications, names and addresses of all contractors, and contracts, necessary permits and licenses, and certificates of insurance and instruments of indemnification against any and all claims, costs, damages and liabilities which may arise in connection with such work, all in such form and amount as may be satisfactory to Landlord. All of Tenant's contracts for such work shall provide that no lien shall attach to or be claimed against the Land or any interest in the Shopping Center other than Tenant's leasehold interest in the Premises. In addition, prior to commencement of any such work or delivery of any materials into the Shopping Center or the Premises, Tenant shall deposit with Landlord such security for the payment for said work and materials as Landlord may require. Tenant shall hold Landlord forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way connected with Tenant's Work. All such work shall be done only be contractors approved by Landlord and at such times and in such manner as Landlord may from time to time designate. Tenant shall pay the cost of all such work and the cost of decorating the Premises and restoring and decorating the Building and Shopping Center occasioned thereby. Immediately upon completion of Tenant's Work, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expanded or used in connection therewith. All such work shall be done in a good and workmanlike manner and with the use of good grades of materials. As such work shall be coordinated with all work being performed by Landlord and other occupants of the Shopping Center and shall be accomplished in a manner which will not disturb or interfere with the other occupants of the Shopping Center.

All alterations, improvements, and installations to or on the Premises (including all carpeting and floor covering) shall, unless Landlord requests their removal, remain in the Premises, at the expiration or termination of this Lease or of Tenant's right of possession, without compensations to Tenant. If, upon Landlord's request, the Tenant does not effect removal, Landlord may remove the same and the Tenant shall pay the cost of such removal to the Landlord upon demand. Tenant shall not pledge, mortgage, hypothecate or in any way create a security interest in and to any of the alterations and improvements provided for herein to any third party.

Anything contained herein to the contrary notwithstanding, Tenant may install such tenant improvements, fixtures and finishes in the Premises as Tenant deems necessary or desirable to

operate a business consistent with the use set forth in Section 1.01(N).

#### SECTION 7.04 MECHANICS LIENS

Tenant's knowledge or permission in or about the Premises, and Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Shopping Center or the Land arising out of work performed, or alleged to have been performed by Tenant or with its knowledge. If any such lien or claim for lien is filed or received by Landlord, Tenant shall immediately either have such lien or claim for lien release of record or shall deliver to landlord a bond in form, content, amount and issued by a surety, satisfactory to Landlord indemnifying Landlord and others designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord may, without investigating the validity of such lien, pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fee and costs.

#### SECTION 7.05 SURRENDER

On the Expiration Date, or other date of termination of Tenant's right to possession of the Premises or any part thereof, Tenant shall surrender the Premises to Landlord in good order, repair and conditions, and shall, at Landlord's options, restore the Premises to the conditions existing on the Commencement Date or the Opening Date, which Landlord elects, ordinary wear and tear excepted. Upon any termination which occurs other than by reason of Tenant's defaults, Tenant shall be entitled to remove from the Premises all movable personal property of Tenant, provided Tenant shall immediately repair all damage to the Premises, the Building and Shopping Center resulting from such removal and shall restore the Premises, and if requested by Landlord, restore the Premises to the conditions existing on the Commencement Date, Landlord shall be entitled to make such repairs at Tenant's cost. This provision shall survive the termination of this Lease. If possession of the Premises is not immediately delivered to landlord or if Tenant fails to removal all of Tenant's movable personal property, as aforesaid, Landlord may remove any of such property therefrom without any liability to Tenant, and at Tenant's expense. All movable personal property which Tenant fails to remove from the Premises shall be conclusively presumed to have been abandoned by Tenant, and title thereto shall pass to Landlord without any cost or credit therefore, and Landlord may retain such property on the Premises or at its option and at Tenant's expenses, store or dispose of such property, all without incurring any liability to Tenant or any other person.

# ARTICLE VIII INSURANCE

#### SECTION 8.01 TENANT'S INSURANCE

Tenant, at its sole cost, shall carry the following insurance policies, insuring Tenant and naming Landlord, Landlord's Mortgagee, Landlord's beneficiaries, any management agent, and their respective agents and employees as additional insured, issued by insurance companies satisfactory to Landlord in amounts satisfactory to Landlord, but in initial amounts not less than the following:

- 1) Comprehensive general liability insurance with a contractual liability endorsement (\$2,000,000 aggregate);
- 2) Bodily injury and property damage insurance (\$1,000,000 per occurrence)
- 3) Personal and advertising injury liability insurance (\$1,000,000 per occurrence)
- 4) Fire legal liability insurance (\$200,000 any one fire)
- 5) Medical expense (\$10,000 any one person)
- Auto liability insurance, including hired and non-owed autos (\$1,000,000 combined single limit)

- Excess liability insurance umbrella form (\$1,000,000 per occurrence with a retained limit of \$10,000)
- 8) Plate glass insurance covering Tenant's Premises
- lnsurance against loss or damage by boiler, compressor, or miscellaneous electrical equipment, or internal explosion or malfunction of boilers, compressor, or miscellaneous electrical equipment
- Insurance against fire and hazard insurance with extended coverage, with an endorsement covering vandalism and malicious mischief. Policies for items #9 and #10 shall be issued with no deductible in excess of \$10,000 and shall insure full replacement value of all leasehold improvements and all of Tenant's merchandise, trade fixtures, furnishings, wall coverings, carpeting, drapes, equipment, and all other items of personal property of Tenant located no or within the Premises; and
- Whenever and so long as any construction work, addition or alteration is in progress with 11) respect to the Premise (including without limitation Tenant' Work) ("Construction Work"), "All risk" Builder's Risk Insurance. During all periods of Construction Work, Tenant shall also maintain in effect Worker's Compensation Insurance, including employer's liability of not less than \$500,000.00. Each insurance policy shall provide that it will not be subject to cancellation, termination or change except after at lease thirty (30) days' prior written notice to Landlord. The policies, including all endorsements, shall be deposited with Landlord prior to the commencement of any Tenant's Work, or the Commencement Date, to the expiration of the term of such coverage. If Tenant fails to obtain or maintain any such insurance, Landlord may (but shall not be obligated to) obtain it, and Tenant shall pay Landlord the premium cost thereof upon demand. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep such insurance in force, to the amount of insurance premium or premiums for insurance which Tenant failed to obtain, and Landlord shall, in addition to all is other remedies, be entitled to recover as damages for such breach the uninsured amounts of any loss. The limit of any insurance required to be carried by Tenant shall not limit Tenant's liability.

#### SECTION 8.02 LANDLORD'S INSURANCE

Landlord will pay annually all insurance premiums for extended coverage fire and casualty insurance (Either Basic Form, Broad Form or Special Form) covering the Shopping Center and the Premises, as well as commercial general liability and property damage insurance including fire insurance and extended coverage but excluding coverage to be maintained by Tenant pursuant to Section 8.01. Landlord may also purchase a rental interruption endorsement for Landlord's property insurance to protect Landlord against a loss of Rent for a period not to exceed twelve (12) months. Additionally, Landlord shall pay (or cause to be paid) the insurance premium for commercial general liability insurance covering the Common Areas of the Shopping Center. All of the foregoing insurance identified in this Section 8.02 shall sometimes be collectively referred to as "Insurance" or "Landlord's Insurance."

Landlord shall maintain the Insurance in minimal amounts of full replacement cost for building and property, \$2,000,000 in comprehensive general liability, \$1,000,000 bodily injury and property damage liability, \$1,000,000 in auto liability, and \$1,000 medical.

The cost of Landlord's Insurance shall be paid by the tenants in the Shopping Center. Tenant's specific obligation in this regard is defined under Section 3.03 of this Lease.

### SECTION 8.03 WAIVER OF SUBROGATION

Tenant release Landlord from liability for any loss or damage to property covered by Landlord's insurance, provided such waiver does not result in a cancellation of such insurance coverage. This waiver shall also apply to Landlord's liability to anyone claiming through Tenant by way of subrogation or otherwise. This release shall apply even if the fire or other casualty shall have been

caused by the fault or negligence of Landlord or anyone for whom Landlord may be responsible. All of Tenant's insurance policies shall provide that this release shall not adversely affect or impair such policy or prejudice the right of the assureds to recover thereunder, and Tenant shall bear any extra cost therefore.

#### SECTION 8.04 INDEMNITY

Tenant indemnifies and saves harmless Landlord from and against any and all liability, claims, demands, damages, expenses, fees, fines, suits, actions and causes of action of any and every kind arising out of or in any way connected with: (a) Tenant's use, occupancy, or control of the Premises and Tenant's activities in the Shopping Center, or (b) sustained in or about the Premises, or (c) resulting from the negligence of Tenant, its customers, invitees or licensees; or (d) resulting from Tenant's failure to perform any obligation under this Lease, including legal and investigatory fee and costs, and all other costs, expenses and liabilities. If any proceeding based on any such claim is brought against landlord, Tenant shall defend such proceeding at its sole cost by legal counsel satisfactory to Landlord.

# SECTION 8.05 WAIVER OF CLAIMS

To the extent permitted by law, Tenant release Landlord from, and waives all claims for, damage to person or property sustained by Tenant or any occupant of the Shopping Center or Building or Premises resulting from the Shopping Center or Building or Premises or Common Area or any part thereof or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Shopping Center, Building, Premises, or Common Area or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Shopping Center or of any other person, except for Landlord's negligence. If any such damage, whether to the Premises or to the Building or Shopping Center, results from any act or neglect of Tenant, its customers, invitees or licenses. Tenant shall be liable therefore and Landlord may, at Landlord's option, repair such damage and Tenant shall, reimburse the Landlord upon demand for the total cost of such repairs. All property that is in the Shopping Center or the Premises which belongs to the Tenant or any occupant of the Premises, including without limitation all merchandise and trade fixtures, shall be there at the risk of the Tenant or other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable, and Tenant waives all claims for damages to person or property sustained by Tenant or Tenant's employees, agents, servants, contractors, invitees and customers resulting from the building in which the Premises are located or by reasons of the Premises or any equipment or appurtenances thereunto appertaining, being out of repair, or through the acts or omissions of other persons occupying adjoining premises or any part of the building of which the Premises are a part or any other persons transacting any business in the shopping center or present therein for any purpose, or for loss or damage resulting to Tenant or its property or anyone else's property in or about the Premises from burst, stopped or leaking water, gas, sewer, steam or other pipes of conduits of plumbing fixtures or from nay failure of or defect in any electric line, circuit or facility, roof leakage, refrigerators, sprinkler devices, air-conditioning apparatus, excessive heat or cold, broken glass, odors or noise, or resulting from any accident in or about the Premises, the building in which the same is situated or resulting directly or indirectly from any act or neglect of any other tenant or person in the shopping center except Landlord shall be liable to Tenant for damages resulting from Landlord's negligence or willful and wanton conduct.

# ARTICLE IX DAMAGE

#### SECTION 9.01 RENT ABATEMENT

If a substantial portion of the Premises is damaged by fire or occurrence covered by extended coverage insurance and not caused by the fault or neglect of Tenant, and if this Lease is not

terminated, then, Fixed Minimum Rent shall be abated from the date of the occurrence until the date the damaged portion of the Premises rendered unusable bears to the entire area of the Premises. If the fire or other casualty is caused by the fault or neglect of Tenant, Fixed Minimum Rent shall not abate.

### SECTION 9.02 OPTION TO CANCEL

Landlord or Tenant shall have the option to cancel this Lease if fifty percent (50%) or more of the Premises or of the Building shall be damaged by fire or other occurrence, or if, during the last twelve (12) months of the final extension term, any part of the Premises or Building are so damaged by fire or other occurrence. This option may be exercised upon giving notice of cancellation to Tenant within sixty (60) days following the occurrence and cancellation shall be effective on the date specified in Landlord's notice, but not later than minety (90) days after the occurrence.

#### SECTION 9.03 OBLIGATION TO REBUILD

Subject to the rights of mortgagees and provided that this Lease is not terminated, if all or any portion of the Premises is damaged by fire or other occurrence insured under such insurance coverage as Landlord may maintain, Landlord shall repair or rebuild the Premises or such damaged portion to the condition which existed on the Commencement Date, prior to the start of Tenant's Work. Subject to the availability of insurance proceeds, the repair or rebuilding shall be commenced within sixty (60) days after Landlord received the casualty insurance proceeds payable as a result of the occurrence. However, Landlord shall not be obligated to expend any sums for repair or rebuilding which are greater than such proceeds of Landlord's fire and casualty insurance policies. Subject to delays by inclement weather, if Landlord fails to begin rebuilding within ninety (90) days of the casualty, Tenant may terminate this Lease.

# SECTION 9.04 TENANT FURNISHINGS, NO OTHER ABATEMENT

If Landlord is required or elects to repair or rebuild the Premises, then Tenant shall diligently and as soon as feasible repair and replace Tenant's Work, its merchandise, trade fixtures, furnishings and equipment in a manner and to at lease a condition equal to that which existed prior to its damage or destruction. Except as expressly provided in this Article, this Lease shall not terminate.

# ARTICLE X ASSIGNMENT AND SUBLETTING

Landlord's consent, which Landlord will not unreasonably withhold, delay or condition, is required for any assignment or sublease. Landlord agrees that, during the term of the Lease with the written consent of the Landlord, which consent shall not be unreasonably withheld.

# ARTICLE XI SUBORDINATION AND ESTOPPEL

This Lease and Tenant's right are and shall be subject and subordinate at all times to any mortgage(s) or trust deed(s) (all sometimes hereinafter referred to as "Mortgage") against the Premises, the Shopping Center, the Building, or the Land, or against any interest therein, and to all amendments, modifications and renewals, extensions, consolidations or replacements thereof, and to all advances made or hereafter to be made upon the security thereof. Tenant shall execute and deliver within ten (10) days of the request of Landlord or its mortgagee or such acknowledgements or documents as may be requested, from time to time including without limitation, subordination instruments. Tenant herby appoints Landlord its attorney-in-fact with full power and authority to execute and deliver any such instrument if Tenant fails to do so. Notwithstanding the foregoing, Landlord shall have the option to make this Lease superior to any Mortgage on the Building or Land, subject to the consent of all mortgagees.

Should any Mortgage or financing affecting the Premises, the Building, the Shopping Center, or the Land be foreclosed or otherwise become the subject of any proceeding to enforce any mortgagee's remedy, then upon request of the mortgagee or trustee, purchaser, or other successor in interest, Tenant will attorn, as tenant under this Lease, to

successor to the mortgagee's interest. Tenant shall execute upon request such instruments as may be necessary or appropriate to evidence such attornment.

Tenant covenants to give any mortgage or trust deed holder by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of Assignment of Rents or Assignment of Lease, or otherwise) of the address of such mortgagee or trust deed holder and the ground lessor shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be reasonably necessary if within such thirty (30) days, any mortgagee or trust deed holder has commenced and is diligently pursuing the actions necessary to cure such default (which may include, but not be limited to, commencement of foreclosure proceedings, if necessary to effect such cure), and the Lease shall not be terminated while such actions are being so diligently pursued.

Tenant shall from time to time, upon not less than 10 days' prior written request by Landlord or any mortgagee, deliver to Landlord or such mortgagee a written statement, certifying: (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease, as modified, is in full force and effect; (b) the amounts of Fixed Minimum Rent, Estimated Tax, Insurance and CAM Payments, and Utility Charges then payable hereunder and the date to which Rent has been paid; (c) that Landlord is not in default under this Lease or, if in default, a detailed description of such default(s); (d) that Tenant is or is not in possession of the Premises, as the case may be; and (e) such other information as Landlord may reasonably request. In the event that Tenant shall fail to deliver the statement required hereunder within ten (10) days after the request by Landlord or mortgagee or ground lessor, Tenant hereby designates Landlord as its attorney-in-fact to execute such a statement and grants Landlord the power of attorney to so act.

If the Building, the Shopping Center, or the Land is sold or transferred, the Landlord making such sale or transfer shall be entirely freed and relieved of all agreements and obligations under this Lease or arising out of any act, occurrence or omission relating to the Premises or this Lease which accrues or occurs after the date of such sale or transfer, including any obligation concerning the Security Deposit to the extent that the Purchaser or transferee shall undertake to be obligated for said agreements and obligations under the Lease.

# ARTICLE XII EMINENT DOMAIN

#### SECTION 12.01 TAKING OF WHOLE

Notwithstanding any other provision of this Article, if the whole of the Premises or any substantial part of the Building or Shopping Center is taken or condemned for any public use, or conveyed under threat of such condemnation, this Lease shall terminate as of the date title vests in such authority, and Rent, shall be apportioned as of said date.

#### SECTION 12.02 TAKING OF SUBSTANTIAL PART

If more than twenty-five percent (25%) but less than one-hundred percent (100%) of the rentable are of the Premises is taken or condemned for any public use or conveyed under threat of such condemnation, or if by reason of any such taking or conveyance, regardless of the amount so taken, the remainder of the Premises is not usable for the purposes for which the Premises were lease, then either Landlord or Tenant shall have the right to terminate this Lease as of the date title vests in such authority by giving written notice to the other of such election within sixty (60) days after the date of such vesting.

#### SECTION 12.03 TAKING OF PART

If any part of the Premises but less than one-hundred percent (100%) of the Premises is taken or condemned for any public use or purpose, or conveyed under threat of condemnation, and this Lease is not terminated, the Rent, shall be reduced by an amount which bears the same ratio to Rent then in effect as the number of square feet or rentable area in the Premises so taken or condemned bears to the number of square feet of rentable area of the Premises specified in Section 1.01.(L). Landlord, upon receipt of and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of Tenant's Work, its leasehold improvements and

personal property paid for or installed by Tenant) to restore the Premises remaining to as near the condition existing on the Commencement Date, before Tenant's Work (ordinary wear and tear excepted), as circumstances will permit, and to the Building to the extent necessary to constitute the portion of the Building not so taken or condemned as a complete architectural and commercially viable unit. If so much of the parking area appurtenant to the Premises is taken that in Tenant's opinion will substantially impair Tenant's ability to do business, Tenant may terminate this Lease.

#### SECTION 12.04 COMPENSATION

Whether or not this Lease is terminated, Landlord shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to Tenant, and Tenant assigns to Landlord Tenant's interest, if any, in such award. However, Tenant shall have the right to prove and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant as damage to its Tenancy for any reason including, but not limited to, business interruption and for moving and relocation expenses.

# ARTICLE XIII

#### TENANT'S NET WORTH: BANKRUPTCY; LANDLORD'S REMEDIES AND DAMAGES

#### SECTION 13.01 BANKRUPTCY

If, pursuant to any statue either of the United States of any state, there shall be filed against Tenant or any guarantor or surety of this Lease or any of Tenant's obligations under this Lease, in any court, as petition in bankruptcy or insolvency or for reorganization for the appointment of a received or trustee of all or any portion of Tenant's or guarantor's or surety's property, and if, within thirty (30) days of such filing, Tenant or such guarantor or surety fails to secure a discharge thereof, or if Tenant or such guarantor or surety voluntarily files any such petition or makes an assignment for the benefit of creditors or petitions for or enters into such an arrangement, this Lease, at Landlord's option, may be cancelled or terminated upon written notice to Tenant, effective (retroactively, if appropriate) as of the date upon which such event occurred. In such event neither Tenant nor any person then or thereafter claiming through or under Tenant by virtue of any statue or of any order of any court shall be entitled to acquire or remain in possession of the Premises, and Landlord shall have no further liability hereunder to Tenant or any such person, and Tenant and all such persons shall forthwith quit and surrender the Premises. If this Lease shall be so cancelled or terminated, Landlord, in addition to its other rights and remedies, may retain as liquidated damages any rent, security deposit and any other money received by Landlord from Tenant or others on Tenant's behalf. No retroactive termination effected pursuant to this Section shall relieve Tenant of any non-monetary obligation accrued or incurred during the period between and including the effective date of termination hereunder and the date upon which Tenant surrenders up possession of the Premises.

#### SECTION 13.02 DAMAGES

If this Lease is cancelled or terminated pursuant to Section 13.01, notwithstanding any other provision of this Lease, Landlord shall be entitled to recover from Tenant as and for liquidated damages, in addition to the liquidated damages set forth in Section 13.01, no less than an amount ("Lump Sum Liquidated Damages") equal to the difference between: the sum of the annual Fixed Minimum Rent, the Tax, Insurance, and CAM Rent payable in the year immediately preceding such termination, and Utility Charges payable in the last preceding Lease Year, discounted at the rate of four percent (4%) per annum to present worth, minus the fair and reasonable annual rental value of the Premises for such period, also discounted at the rate of four percent (4%) per annum to present worth. If the Premises or any part thereof be relet by Landlord for the balance of the Term of any part thereof prior to presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facic to be the fair and reasonable rental value for the part of the Premises so relet during the term of the reletting. In addition to the Lump Sum Liquidated Damages, Landlord shall also be entitled to recover as

damages from Tenant all nonrecurring sums and charges remaining unpaid and which are due or becoming due from Tenant pursuant to this Lease with interest thereon as provided in Section 19.02. However, nothing herein shall limit or prejudice Landlord's right to prove up and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statue or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved.

# ARTICLE XIV EVENTS OF DEFAULT; LANDLORD'S REMEDIES

### SECTION 14.01 EVENTS OF DEFAULT

The following shall constitute Event of Default:

(a) If Tenant defaults in the payment of any sum of money (whether Fixed Minimum Rent, Tax Insurance, and CAM Rent, the Utility Charges, or other Rent) when due and such default shall continue for five (5) days after such date ("Monetary Default"); (b) Except as to acts, defaults, omissions or occurrences defined or identified in this Lease as Deliberate Events of Default, if Tenant defaults under any other provisions of this Lease and such default continues for the applicable cure period under this Lease, or, if no such period is so provided, for ten (10) days after the date of written notice from Landlord to Tenant specifying the nature of said default, or, if the default so specified shall be of a nature that cannot be reasonably cured or remedied within said period, if Tenant has not in good faith diligently commenced to cure such default within said period or does not thereafter diligently proceed therewith to completion; (c) If any execution or attachment shall be issued against Tenant or any Tenant's property and shall not be discharged or vacated within ten (10) days after the issuance thereof; (d) Any event described in Section 13.01; or (e) If Tenant shall abandon the Premises or permit them to become vacant.

#### SECTION 14.02 DELIBERATE EVENTS OF DEFAULT

Notwithstanding anything to the contrary contained in this Lease, if Tenant commits two or more Monetary Defaults in any period of twelve (12) months, of if Tenant defaults in the performance of any combination of any of the non-monetary covenants of this Lease more than two (2) times in any twelve (12) month period, then, notwithstanding that such Events of Default might have been cured, any further Event of Default within such twelve (12) month period shall be deemed as a Deliberate Event of Default. Any default, act, omission or occurrence defined, or identified elsewhere in this Lease as a Deliberate Event of Default is also a Deliberate Event of Default. In the event of a Deliberate Event of Default, Landlord, without giving Tenant any notice and without affording Tenant and opportunity to cure the default, may exercise any or all of its remedies.

# SECTION 14.03 TERMINATION

Upon or after any Event of Default or Deliberate Event of Default, if the Term has not commenced, Landlord may cancel this Lease effective upon written notice to Tenant, or, if the Term has commenced, Landlord may terminate this Lease by serving upon Tenant a written notice that this Lease will terminate on a date specified therein, which shall not be less than ten (10) days after the date of such notice, and Tenant shall have no right to avoid the cancellation or termination by paying the sum due or by performing any other condition, term, or covenant broken. However, to the extent nermitted by law, Tenant shall remain liable as set forth hereinafter.

### SECTION 14.04 RIGHT OF POSSESSION

Upon or after any Event of Default of Deliberate Event of Default; or if this Lease has been terminated under Section 14.03; then, in all or any such events, in addition to, and not in lieu of Landlord's other remedies, Landlord may without notice terminate all services (including furnishing utilities) and re-enter the Premises, with or without process of law and repossess the Premises, and remove the Tenant and any others who may be occupying the Premises, and remove any and all property therefrom, using such force as may be necessary, without being deemed guilty of trespass,

eviction or forcible entry or detainer, and without relinquishing the Landlord's right to Rent or any other right.

# SECTION 14.05 ADDITIONAL REMEDIES OF LANDLORD

in the event of any Event of Default, Deliberate Event of Default, re-entry, termination or dispossession, then in addition to, and not in lieu of, Landlord's other remedies and notwithstanding any such re-entry, termination or dispossession: (a) the Rent, including Utility Charges, shall thereupon become due and payable up to the time of such re-entry, termination or dispossession; and (b) Landlord may relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant concessions or free rent; and (c) Tenant or its legal representative shall be liable to Landlord, at Landlord's option and whether or not Landlord has terminated or cancelled this Lease, for such expenses as Landlord may incur in connection with the Event of Default or Deliberate Event of Default and all reletting, including without limitation, court costs, attorneys' fees and costs, brokerage, and management fees and commissions, and costs of preparing the Premises for reletting, plus either (at Landlord's option) (i) Lump Sum Liquidated Damages or (ii) as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, the amount for each month of the period which monthly installments of Fixed Minimum Rent, plus the monthly portion of the payment of Tax, Insurance and CAM Rent that would have been payable for the period in question but for such re-entry, termination or dispossession plus Utility Charges payable for such month computed on the basis of the average monthly charge for the said three (3) preceding Lease Years or entire or entire preceding portion of the Term, as the case may be; over the net amount, if any, of the rents actually collected on account for the lease or leases of the Premises of such month.

Landlord's failure to relet the Premises or any part thereof shall not release Tenant's liability for damages, nor shall its failure to collect the rent therefore under such reletting. Monthly Liquidated Damages shall be paid in monthly installments by Tenant on the day specified in this Lease for the payment of Fixed Minimum Rent, and any action brought to collect the amount of deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for an subsequent month by a similar proceeding, or the right of Landlord to subsequently elect to collect Lump Sum Liquidated Damages, provided only that such Lump Sum Liquidated Damages shall be reduced by the amount, if any, of Monthly Liquidated Damages collected by Landlord minus the actual cost (including attorneys' fees and costs) of collecting such Monthly Liquidated Damages. Landlord may make such alterations, repairs and replacements in the Premises as Landlord in Landlord's sole judgment considers advisable in order to relet the Premises; and no such alteration shall release Tenant from liability hereunder.

In any of the circumstances mentioned in the preceding two paragraphs, Landlord may elect, instead of holding Tenant so liable, to forthwith recover against Tenant, as liquidated damages and not as a penalty, a sum equal to the then applicable Fixed Minimum Rent multiplied by the number of months and fractional months which would have constituted the balance of the Term, together with attorney's fees and cost.

In the event this Lease or Tenant's right to possession of the Premises is terminated by Landlord pursuant to this Article XVI, Tenant shall be responsible for and shall pay to Landlord, as Additional Rent, a prorated amount of any broker's commission incurred by Landlord in connection with this Lease, any rent abatement received by Tenant through the date of termination, any Tenant's Allowance and the cost of the work completed or effect by Landlord pursuant to Exhibit C, multiplied by a fraction, the numerator of which is the number of months remaining under the Term and the denominator of which is the number of months in the original term of this Lease.

If Tenant breaches or threatens to breach any of the provisions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at awl or in equity to the same extent as if re-entry, summary proceedings and other remedies were not herein provided for.

# SECTION 14.06 ATTORNEY'S FEES AND COSTS

In the event that either party shall find it necessary to retain any attorney for the enforcement of any of the provisions of this lease occasioned by the fault of the other party, the party not at fault shall be entitled to recover reasonable attorney's fees and court costs incurred as a result thereof, whether said attorney's fees are incurred for the purposes of investigation, negotiation, trial, appellate proceedings or other legal services.

# ARTICLE XV PARTIES' MISCELLANEOUS RIGHTS

#### SECTION 15.01 ACCESS

Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises. Landlord may enter upon the Premises to inspect the same, and to make sure repairs, alterations, improvements or additions to the Premises of the Building or Shopping Center as Landlord may deem desirable, and Landlord shall be allowed to take all material into and upon said Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and Rent shall not abate (except as provided in Section 9.01) while said decorations, repairs, alterations or improvements are being made, by reason of loss or interruption of Tenant's business, or otherwise. If Tenant is not personally present to permit an entry into the Premises, for any reason it shall be necessary or desirable, Landlord may enter the same by a master key, or may forcibly enter, without rendering the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Building or Shopping Center or any part thereof, other than as expressly provided. Landlord and its agents shall have the right to enter the Premises at all reasonable times to examine and show the same to prospective purchasers of the Shopping Center, or to Landlord's lenders. During the three months prior to the expiration of the Lease Term, Landlord may exhibit the Premises to prospective tenants and place a "For Rent" sign upon the Premises.

# SECTION 15.02 OTHER MISCELLANEOUS RIGHTS

- (A) Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary), without liability to the Tenant and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (a) to change the Shopping Center's name or the street address of the Premises, Building, or Shopping Center upon (30) days' prior notice; (b) to display the Premises to prospective tenants at reasonable hours during the last three months of the Term; (c) to grant to any party the exclusive right (to the extent permitted by law) to conduct any business or render any service in or to the Building or Shopping Center, provided such exclusive right shall not prohibit Tenant from using the Premises for the purposes permitted hereunder; (d) to close the Building or the Common Areas or the Shopping Center after normal business hours; (e) to take any and all reasonable measures, including inspections and repairs to the Premises, the Building and the Shopping Center, as Landlord may deem desirable; and (f) to construct additional improvements in the Shopping Center from time to time to make such alterations and/or additions thereto ad Landlord may see fit, including alterations or parking facilities.
- (B) Parking. Landlord will provide all necessary parking for Tenant's employees and customers needed to meet all codes and permitting requirements for Tenant's anticipated use throughout the Lease term.
- (C) Confidentiality. The Parties will maintain all confidentiality information in confidence and will not disclose such information to any other Party without written consent. Confidential information may be released to the Parties' employees, partners, consultants, and lenders who have a reasonable need for such confidential information, provided that such individuals agree to maintain the confidential nature of the information.

# ARTICLE XVI REAL ESTATE BROKERS

Tenant represents that Tenant has not dealt with any real estate broker, or finder in connection with this Lease and that no other party initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Tenant hereby agrees to indemnify and hold harmless Landlord, from and against any and all liabilities and fees arising out of a breach of the foregoing representation.

# ARTICLE XVII HOLDING OVER

Tenant shall pay Landlord double the sum totally of the latest monthly Minimum Fixed Rent Payment plus monthly Estimated Tax, Insurance, CAM Payments and utility charges applicable for each month Tenant retains possession of the Premises, after the expiration or termination of this Lease, and also shall pay all other costs and damages sustained by Landlord by reason of Tenant's retaining possession of the Premises, including Landlord's legal fees, court costs, and lost rent from any proposed tenancy following the expiration date of Tenant's Lease. Such holdover payments shall not be prorated for any holdover which ends on any date other than the last day of a month. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord hereinbefore or by law provided. If Tenant retains possession of the Premises, or any part thereof, for ten (10) days after the expiration or termination of this Lease, then at the sole option of Landlord express by notice of Tenant, but not otherwise, such holding over shall constitute an extension of this Lease for a period of one year (or less if specified by Landlord at Landlord's option) on the same terms and conditions, except that the Fixed Minimum Rent shall be increased to 200% of the latest Fixed Minimum Rent, plus any subsequent escalations.

# ARTICLE XVIII PROMOTION AND ADVERTISING

### SECTION 18.01 TENANT'S SIGN AND ADVERTISING

Tenant shall not erect, display, paint or affix any sign, lettering or advertising in any medium whatsoever upon or above the exterior of the Premises or elsewhere in the Shopping Center, nor to or upon any interior glass surface within the Premises without obtaining Landlord's prior written approval which shall not be unreasonably withheld and complying with the sign criteria attached as Exhibit F and all local sign ordinances and regulations. Tenant shall name the Shopping Center in designating the location of the Premises in all newspaper or other advertising, signs, stationary, or other printed material, and in all other references to the location of the Premises. Tenant shall be responsible for payment of any signage and must install signage above the store entrance subject to Landlord's approval.

### SECTION 18.01 ADVERTISING

Tenant shall use the shopping center name, as set forth in Article I, in all of this local advertising pertaining to any merchandise, goods or services which are available at the demised Premises.

# ARTICLE XIX MISCELLANEOUS

#### SECTION 19.01 NOTICES

All notices required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant at the address indicated in Section 1.01.C.until possession of the Premises is tendered to Tenant, and thereafter to the address of the Premises; and to Landlord at the address fixed for the payment of Rent, and either party may, by like notice, at any time designate a different address to which notices shall be sent. Notice given in accordance with these provisions shall be deemed received when mailed.

#### SECTION 19.02 ENTIRE AGREEMENT

This Lease and the Exhibits attached hereto contain the entire agreement between Landlord and Tenant concerning the Premises, and no other agreements exist.

### SECTION 19.03 NO OPTION

Tenant's execution and delivery of this Lease do not constitute a reservation of or option for the Premises or any agreement by Landlord to enter into a Lease, and this Lease shall become effective only if and when Landlord executes and delivers same to Tenant. If Tenant is a corporation, it shall deliver to Landlord, concurrently with the delivery to Landlord of an executed Lease, certified resolutions of Tenant's directors authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder.

#### SECTION 19.04 RELATIONSHIP OF PARTIES

Landlord does not, by reason of this Lease of any of its provisions, in any way become a partner of Tenant in conduct of its business, or a joint venturer with Tenant. The provisions of this Lease establishing Percentage Rent are included solely for the purpose of proving a method to ascertain adequate rent.

#### SECTION 19.05 ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent or other sum due shall be other than an account of the amount due, and no endorsement or statement of any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or other sum and pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease of Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

#### SECTION 19.06 SURVIVAL OF TENANT'S OBLIGATIONS

Tenant's obligations to make all payments due under and bear all expenses as set forth in this Lease shall survive the expiration or earlier termination of this Lease.

# SECTION 19.07 BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

### SECTION 19.08 FORCE MAJEURE

Landlord shall not be in default with respect to any of the terms, covenants or conditions of this Lease, if Landlord's failure to timely perform same is due in any part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by Tenant (or Tenant's customers, licensees, or invitees) or any other cause beyond the reasonable control of Landlord.

# SECTION 19.09 APPLICABLE LAW

This Lease shall be construed in accordance with the laws of the State of Illinois.

#### SECTION 19.10 TIME

Time is of the essence of this Lease and the performance of all obligations hereunder.

# SECTION 19.11 LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES

If Tenant fails to timely perform any of its duties under this Lease, Landlord shall have the right

(but not the obligation), after the expiration of any applicable cure period to perform such duty on behalf and at the expense of Tenant without further notice to Tenant.

### SECTION 19.12 NEGATION OF PERSONAL LIABILITY

Notwithstanding anything contained herein to the contrary, Landlord shall have no personal liability with respect to any of the provisions of this lease, and Tenant shall look solely to the estate and property of Landlord in the real property and structures comprising the Shopping Center for the satisfaction of all Tenant's claims, including the collection of judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease (subject, however, to the prior rights of any holder of any Mortgage or ground lease covering all or part of the Shopping Center), and no other assets of Landlord or any principal of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This section shall inure to the benefit of Landlord's successors and assigns. Any party acting in its capacity as Agent of Landlord, is acting as Agent only and in such capacity shall not in any event be held liable to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants or conditions of this Lease or for any action or proceedings that may be taken by Landlord against Tenant, or by Tenant against Landlord.

### SECTION 19.13 WAIVER

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease. The subsequent acceptance by Landlord of any rent due or any other monetary obligation of Tenant hereunder, shall not be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted. No covenant, term or condition of this Lease shall be waived by Landlord, unless such waiver is executed by Landlord.

### SECTION 19.14 CUSTOM AND USAGE; CONSTRUCTION

Landlord's failure to enforce its rights under any provisions used shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any manner modified the same. If any term, covenant, condition or agreement of this Lease is capable of two or more constructions, one or more of which would render the provision void, and the other or others of which would render the provision valid, then the provision shall have the meaning or meanings which would render it valid. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result. Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any prior conduct of Landlord in refraining form such enforcement with respect to Tenant or any other tenant of the Shopping Center.

### SECTION 19.15 PARTIAL INVALIDITY; SEPARATE COVENANTS

If any term, covenant or provision of this Lease or the application thereof to any person or circumstance shall to any extent by invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall no be affected thereby, and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each term, covenant and provision contained in this Lease is, and shall be construed as a separate and independent provision of the party undertaking the same, and not dependent on any other provision on this Lease unless expressly so provided.

### SECTION 19.16 EFFECT OF GOVERNMENTAL LIMIATION ON RENTS AND OTHER CHARGES

In the event that any law, decision, rule or regulation of any governmental body having jurisdiction shall have the effect of limiting for any period of time the amount of Rent or other amounts payable by Tenant to any amount less than that otherwise provided pursuant to this Lease, the following amounts shall nevertheless be payable by Tenant: (a) throughout such period of limitation, Tenant shall remain liable for the maximum amount of Rent and other amounts which are legally payable (without regard to any limitation to the amount thereof expressed in this Lease except that all amounts payable by this reason of this Section 19.16 shall not in the aggregate exceed the total of all amounts which would otherwise be payable by Tenant pursuant to the terms of this Lease for the period of limitation); (b) at the termination of such period of limitation, Tenant shall pay to Landlord, any amounts which would have been due from the Tenant during the period of limitation but which were not paid because of such limiting law, decision, rule or regulation; (c) for the remaining term of this Lease following the period of limitation, Tenant shall pay to Landlord all amounts due for such portion of the term of this Lease in accordance with the terms hereof calculated as though there had been no intervening period of limitation.

### SECTION 19.17 TENANT DEFINED; USE OF PRONOUN

"Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, and if there is more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one of them, and shall have the same force and effect as if given by or to all of them. The necessary grammatical changes required to make provisions of this Lease apply in the plural where there is more than one Landlord or Tenant and to either corporations, associations, trusts, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

### SECTION 19.18 RECORDING

Tenant shall not record this Lease without Landlord's prior written consent. If Landlord requests, the parties shall execute and acknowledge a short form of lease for recording purposes which shall be recorded at Landlord's expense.

### SECTION 19.19 RIDERS

All Riders and Exhibits attached hereto and executed by Landlord and Tenant shall be part hereof and incorporated herein.

### SECTION 19.20 SALE OF PREMISES BY LANDLORD

Notwithstanding any of the provisions of this lease, Landlord (a) may assign in whole or in part, Landlord's interest in this lease, and (b) may sell all or a part of the Shopping Center. In the event of any sale or exchange of the demised Premises by Landlord and an assignment by Landlord of this lease, the same shall operate to release Landlord from any further liability under all of the covenants and conditions, express or implied herein contained, provided Landlord's successor assumes Landlord's obligations.

### SECTION 19.21 TRUSTEE EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee are nevertheless each and every one of them, made and intended not as a personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal liability or personal responsibility is assumed by nor shall at any time be asserted or

enforceable against the Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and release.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as the Execution Date as of the later of the two dates below:

### LANDLORD:

Foxfield Commons, LLC, an Illinois limited liability company

By: Rivercrest Villages, Inc., a Florida Corporation, Manager

TENANT:

Vito DiFronzo

Printed Name: 1)17- Pr FROMLO
Date: 02-16-23

Stefania DiFronzo

Printed Name: STEFANIA DIFRONZO
Date: 02-16-23

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# EXHIBIT B SHOPPING CENTER LEGAL DESCRIPTION

### EXHIBIT C LANDLORD'S WORK

None - AS-IS

# EXHIBIT D TENANT'S WORK

• All necessary improvements to the premises

# EXHIBIT E FINANCIAL STATEMENTS OF TENANT AND GUARANTOR

# EXHIBIT F SIGN CRITERIA

Tenant will not erect any signs except in conformity with the following policy:

- a) Wording on box signs shall be limited to store or trade name only. Each party's customary signature or logo, hallmark, insignia, or other trade identification will be respected and consideration given during Landlord's review and approval process within the guidelines set forth.
- b) The size of all tenant signs shall be limited. The scale and concept of the shopping center requires the use of appropriate signage. Tenant signs shall be located on the building in a box identical to the other signs on the building.
- c) Except as otherwise approved in writing by Landlord, only one sign per Tenant will be permitted on the sign panel, except that corner tenants may have two such signs, if approved by Landlord and the City of St. Charles.
- d) Sign company names or stamps shall be concealed (Code permitting).
- e) Signs with exposed neon tubing, exposed lamps and signs of the flashing, blinking, rotating, moving or animated or audible type are not permitted.
- f) Painted or printed signs on the exterior surface of any building shall be prohibited; except that small scale signs naming starting hours, which are neatly lettered on the glass of the storefront, shall be permitted subject to Landlord's approval. In addition, any non-customer door for receiving merchandise will have the name of Tenant in two inch (2") block letters, approved by Landlord to meet Landlord's criteria, at Tenant's expense.
- g) Public safety decals or artwork on glass in minimum sizes to comply with applicable Code, subject to the approval of Landlord, may be used, as required by building codes or other governmental regulations.
- h) Paper signs, stickers, banner or flags are prohibited.
- No exposed raceways, ballast boxes or electrical transformers will be permitted except as required by Code and as required by special conditions, unless approved by Landlord.
- j) Exposed sign illumination or illuminated sign cabinets or modules are not permitted.
- k) Tenant shall not install any roof top signs.
- Tenant shall be responsible for their sign plate in the Landlord Pylon sign. Tenant shall not install any additional pylon sign on the premises.
- m) Three (3) complete sets of drawings must be submitted to the Landlord for approval before fabrication. Tenant's sign drawings must include the following:
  - 1. Provide a complete listing, verbal and graphic description of every sign to be erected at the Premises.
  - Provide elevation views of storefront showing all signs (drawn to accurate scale) with dimensions of height of letters and length of signs.
  - 3. Provide color samples of sign panel for perpendicular signs and painted channel frame for letters.
  - 4. Provide color samples of sign letter faces (unless they are to be WHITE).

- Provide a cross section view through sign letter and sign panel showing location of sign relative to the storefront line, mounting height, and the dimensioned projection of the face of the letter from the face of the sign panel.
- 6. Landlord shall not be responsible for the cost of re-fabrication of signs fabricated, ordered or constructed, that do not conform to the sign criteria or local codes and requirements. Also, Landlord will not be responsible for timely submission of signs to local agencies for approval. It will be Tenant's responsibility to submit drawings to Landlord in sufficient time to receive Landlord's comments and approvals in advance of required submission to local agencies.
- It will be the Tenant's responsibility to provide these sign criteria to their sign manufacturer prior to the manufacturing of any signs.
- n) All signs must conform to applicable codes and ordinances in the City of St. Charles.

# EXHIBIT H RULES AND REGULATIONS

- Sidewalks, entrances, passages, and windows in and about the Premises shall not be obstructed nor shall object
  be placed against glass partitions, doors or windows, which would be unsightly.
- No bicycles or other vehicles, animals or pets shall be brought or permitted to be in the Premises, without Landlord's prior written consent.
- 3. Canvassing to solicit business from other tenants of the Shopping Center is not permitted.
- Tenant shall not waste electricity, water or air-conditioning and shall cooperate fully with Landlord to assure the
  most effective and efficient operating of the Premises.
- Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage. Tenant shall keep all doors and other means of entry to the Premises locked, except during Tenant's normal business hours.
- Landlord shall have the right to schedule, coordinate and direct the movement, loading and unloading of furniture, equipment, machines, merchandise, goods, inventory and other large or bulking articles into and out of the Premises.
- 7. Tenant shall not in any manner deface or damage the Building or the Premises.
- Inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other articles of a dangerous nature are not permitted in the Premises.
- To the extent permitted by law, Tenant shall not permit picketing or other union activity in or near the Premises, except those locations and subject to time and other limitations determined by Landlord.
- 10. Except as required under the terms of this Lease, Tenant shall not enter upon the roof of the Building or into storage, heating, ventilation, air-conditioning, mechanical, or other machinery housing areas not in the Premises, without first obtaining Landlord's written consent.
- 11. Tenant shall not distribute literature, flyers, handouts or pamphlets of any type in the Common Areas of the Shopping Center without first obtaining Landlord's written consent.
- Tenant shall not place a load upon any floor of the Premises exceeding the floor capacity for which such floor was designed or allowed by law to carry.
- 13. Tenant shall use, at Tenant's cost, such pest extermination contractor as Landford may direct and at such intervals as Landford my reasonably require, provided the cost thereof is competitive to similar services available to Tenant.
- 14. Tenant shall not permit any use, practice or condition which shall constitute a hindrance or danger to the safe and orderly traffic in the parking areas of the Shopping Center.
- 15. No person shall use the Premises as sleeping quarters, sleeping apartments or lodging rooms.
- 16. Except upon the prior written consent of Landlord, Tenant shall not create odors which may be offensive to Landlord or to other tenants and occupants of the Shopping Center or allow any situation to exist that would interfere with the reasonable operating of any tenant business or with the operating of any device or equipment for radio or television broadcasting or reception from or within the Shopping Center or elsewhere.
- 17. Tenant shall obtain all permit and licenses necessary to conduct its business.

	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 5							
	Title:	Licenses	Recommendation to Amend City Ordinance Title 5 "Business icenses and Regulations," Chapter 5.08 "Alcoholic Beverages," and Section 5.08.090 "License Classifications" of the St. Charles					
		Municipa		cations of	i tile St. Ci	iaiies		
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Police Chi	ice Chief Keegan					
Meeting: Liqu	or Control Co	mmission	Date: September	16, 2024				
<b>Proposed Cost</b>	: \$		Budgeted Amount: \$	Not B	Budgeted:			
TIF District: Cl	hoose an iten	ı.						
<b>Executive Sum</b>	mary (if not	budgeted, ¡	please explain):					
amendment is	This amendment is being requested pursuant to a new business concept being proposed. This amendment is necessary to codify museums into the current D-10 liquor license classification.							
Attachments (please list):								
Ordinance								
Recommendation/Suggested Action (briefly explain):								
Recommendation to Amend City Ordinance Title 5 "Business Licenses and Regulations," Chapter 5.08 "Alcoholic Beverages," and Section 5.08.090 "License Classifications" of the St. Charles Municipal								

Code.

# Police Department Recommended Ordinance Revisions to Title 5 "Business Licenses and Regulations" and Chapter 5.08 "Alcoholic Beverages" for September 2024

### 5.08.090 License - Classifications

**D-10. Class D-10** licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of an entertainment venue, museum, or theater for consumption on the premises as determined in an approved site plan from a service bar or snack shop. Such licenses shall only be issued to establishments where the service of alcoholic beverages is ancillary and incidental to entertainment services.

### City of St. Charles, Illinois Ordinance No. 2024-M-

An Ordinance Amending Title 5 "Business Licenses and Regulations", by amending Chapter 5.08 "Alcoholic Beverages", Section 5.08.090 "License Classifications",

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

<u>SECTION ONE</u>: That Title 5 "Business Licenses and Regulations", Chapter 5.08 "Alcoholic Beverages", and Section 5.08.090 "License Classifications" of the St. Charles Municipal Code, be and is hereby amended with the following:

**D-10.** Class **D-10** licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of an entertainment venue, museum, or theater for consumption on the premises as determined in an approved site plan from a service bar or snack shop. Such licenses shall only be issued to establishments where the service of alcoholic beverages is ancillary and incidental to entertainment services.

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

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

PRESENTED to the City Council of the, 2024.	ne City of St. Charles, Illinois, this day of
PASSED by the City Council of the City, 2024.	of St. Charles, Illinois this day of
APPROVED by the Mayor of the City of, 2024.	f St. Charles, Illinois, this day of
	Lora Vitek, Mayor
ATTEST:	

Page	
City Clerk	
COUNCIL VOTE: Ayes : Nays : Absent :	

Ordinance 2024-M-

exet was	AGEN	AGENDA ITEM EXECUTIVE SUMMARY Agenda Item number: 6						
		Recomm	nendation to approve a Propo	osal for a D-10 Liquor				
	Title:	License /	License Application for Moto Art Bar Inc., Located at 1317 E.					
		Main St.	, St. Charles					
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Police Chi	Police Chief Keegan					
Meeting: Lique	or Control Co	mmission	Date: September	16, 2024				
Proposed Cost	:		Budgeted Amount: \$	Not Budgeted: □				
TIF District: Cl	hoose an iten	1.						
Executive Summary (if not budgeted, please explain):  Moto Art Bar, located at 1317 E. Main St., is requesting approval of a D-10 liquor license application								
for their business.								
Attachments (please list):								
Liquor License, Memo								
Recommendation/Suggested Action (briefly explain):								
Recommendation to approve a proposal for a D-10 Liquor License application for Moto Art Bar, Inc.								
located at 1317 E. Main St., St. Charles.								

### Police Department

# Memo

ST. CHARLES

Date: 9/13/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation- Moto Art Bat Inc./1317 E. Main Street (Class D-10)

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

As you are aware, this location housed former restaurants and has been vacant for many years. A new tenant has leased this space and currently conducting on-site renovations to operate a vintage motorcycle museum. The event space will offer alcohol service from a small service bar along with small plate type food. This concept mirror licensure from theaters and entertainment venues.

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



ADDRESS: 1317 E. Main St. St. Charles, IL 6017	4	
, 10011233.	REQUESTED	COMPLETED
APPLICATION	REGOLUTED	X
BUSINESS PLAN/FLOOR PLAN/MENU		X
LEASE (OR LETTER OF INTENT)		X
BASSET CERTIFICATE(S)		X
FINGERPRINTS (ALL MANAGERS)	<del></del>	×
DRAM SHOP (CERTIFICATE OF INSURANCE)		×
TLO		×
I-CLEAR		X
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	X	X
POLICE RECORDS CHECK	<u></u>	X
APPLICANT'S HOMETOWN RESIDENCY LETTER		X
ILLINOIS LIQUOR COMMISSION		
SITE VISIT		X
* COMMENTS:	27455	

### Police Department

# Memo

Date: 9/12/2024

To: Chief Keegan #300 (via Chain of Command)

From: Detective Jacobo #374

Re: Liquor License Background Investigation /Moto Art Bar Inc.

DC#340

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. The investigation was done based on the liquor license application submitted for Class D-10 for the business, Moto Art Bar Inc. This business is located at 1317 E. Main St.

### Applicants/Owners:

Andrzej W. Koczwara

Ewa T. Oswiecimska





The application appears to be complete including, signed lease, proposed insurance quote, floor plan, and business plan. Andrzej and Ewa both have valid BASSET Certifications, which is included in the application.

On 09/11/24, I spoke with Brianna at City Hall and was advised that an insurance quote is acceptable and Andrzej would have to obtain the Dram Shop Certificate of Insurance once this application is approved.

### Applicant/Owner:

Andrzej W. Koczwara

On 09/05/24, I met with Andrzej (Andy) W. Koczwara at the St. Charles Police Department (SCPD). Andy provided me with his Illinois Driver's License, which I later photocopied (see attached). Andy signed waivers so I could conduct this liquor license background investigation. During my interview with Andy, I learned the following information (in summary and not verbatim):

Andy advised that he will be the owner of Moto Art Bar Inc. Andy advised that he was born in Poland, but now is a Naturalized United States Citizen. Andy advised that he currently resides at the currently resides at the currently moved to that address about 4 months ago with his girlfriend Ewa. Andy advised prior to the move he resided at the plans to open Moto Bar Inc. sometime in January or February of 2025.

Andy advised that there is no liquor inventory at this time. Andy advised that he is not a current or past liquor license holder. The type of alcoholic beverages that will be sold are wine and beer. The business is a corporation, and Andy does not own any other liquor establishments.

### **FINGERPRINT RESPONSES:**

On 08/16/24, Andy was fingerprinted as a liquor license applicant

The ISP Bureau of Identification response showed Andy had one arrest. The arrest was by the Bartlett Police Department on 03/01/19 for DUI. This was plead down to Reckless Driving and Andy served 7 days in the DuPage County Jail.

### **RECORD CHECKS:**

A check with the Bartlett Police Department revealed the arrest mentioned above and the report has been attached to this background investigation.

A check with the Kane County Sheriff's Office revealed no record for Andy.

A search of ICLEAR showed no contacts for Andy.

A search of our department's New World system and Kane County Aegis Link shows eight contacts with Andy from 11/29/14 through 03/04/24. The contacts were for traffic stops, two mental case calls in Geneva where Andy is listed as witness or other person. Andy was a victim of a Burglary to Motor Vehicle call in 2014 and call was handled by the St. Charles Police Department.

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

Andy provided his Certificate of Naturalization ( , which is included with the application.

### BUSINESS ENTITY SEARCH:

Moto Art Bar Inc. was checked via the ilsos.gov website's Business Entity Search, and it had a result for:

Entity Name: Moto Art Bar Inc.

File Number: 74817181Entity Type: Corporation

 Agent Information: Chicago Payroll Solutions 1030 Higgins Rd. Ste 205 Park Ridge, IL 60068

Incorporator: Andrzej Koczwara

### On-Site Manager:

Ewa T. Oswiecimska

DOB:

On 09/05/24, I met with Ewa T. Oswiecimska at the St. Charles Police Department (SCPD). Ewa provided me with her Illinois Driver's License, which I later photocopied (see attached). Ewa signed waivers so I could conduct this liquor license background investigation. During my interview with Ewa, I learned the following information (in summary and not verbatim):

Ewa advised that she recently moved back to Illinois from Clearwater, FL. Ewa provided	
ner address in Clearwater as Ewa advised that	
prior to moving to Florida several years ago she resided at	ı
. Ewa advised that she recently moved in with her boyfriend Andy to	

Ewa advised that she will be helping Andy open Moto Art Bar Inc. and will be the on-site manager. Ewa advised that she was born in Poland, but now is a Naturalized United States Citizen. Ewa advised that opening a motorcycle museum/bar has been Andy's dream. Ewa advised that there is no liquor inventory at this time. Ewa advised that she is not a current or past liquor license holder. The type of alcoholic beverages that will be sold are wine and beer. The business is a corporation, and Ewa does not own any other liquor establishments.

On 09/10/24, I was advised that Ewa would be traveling to Florida to obtain her Certificate of Naturalization to provide me with a copy. On 09/12/24, I was advised that Ewa was unable to travel to Florida and instead will be traveling to Florida on 09/15/24 and returning on 09/17/24 with the certificate.

### **FINGERPRINT RESPONSES:**

On 08/16/24, Ewa was fingerprinted as a liquor license applicant

The ISP Bureau of Identification response had a result of no record on file. The FBI response revealed no prior arrest data

### **RECORD CHECKS:**

A check with the Clearwater Police Department revealed no contacts.

A check with the Pinellas County FL Sheriff's Office revealed no contacts.

A check with the Arlington Heights Police Department revealed no contacts

A check with the Kane County Sheriff's Office revealed no contacts.

A search of ICLEAR showed no contacts for Ewa.

A search of our department's New World system and Kane County Aegis Link shows no contact with Ewa.

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

### **FINGERPRINT RESPONSES:**

On 08/16/24, Ewa was fingerprinted as a liquor license applicant

The ISP Bureau of Identification response had a result of no record on file. The FBI response revealed no prior arrest data

### SITE VISIT:

On 09/10/24, I responded to the future home of Moto Art Bar Inc. (1317 E Main St.) and met with Andy. The bar is still in the renovation stage, and nothing was set up yet.

This concludes this background investigation.

Detective J. Jacobo #374

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

incomplete applications will not be accepted.

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

### Business Name

Check items to confirm all are attached to this application	Applicant	Office Use
Application Fee of \$200 (5.08.070C) non-refundable  Non-refundable	ď	
Completed Application for all questions applicable to your business.	ব	0
Copy of Lease/Proof of Ownership	Ø	
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	R	P
Copy of Articles of Corporation, if applicable.	াব	19
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.		
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).		M
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits.		3
Copy of Business Plan, to include:  Hours of Operation Copy of Menu  Whether or not live music will be played at this establishment Will there be outdoor seating and/or outdoor designated smoking area Do not include a marketing or financial plan with this business plan		
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary.		
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.		N
Alcohol Tax Acknowledgement and Business Information Shee?		D/
OFFICIAL USE ONLY	70 900	17.5
Signature of Investigating Officer Badge Number & Rank	374 /0	etective
Approval Recommended 3 Approval NOT Recommended 3 - 13 - 2 Y		Transaction of
Signature of Chief of Police Date	Market State	A. S.

"ISSUANCE OF THE LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.

			Date Applica	ation Received:			
LICENSE INFORMATION:							
□A Package \$3200 3600		44 □A5	□ <b>A6</b>				
□B Restaurant \$2400-36	∞ □B1 □B2 (	□ <b>B3</b>	Late Night Pern	nit 1:00am \$800 (B/C only)			
□C Tavern \$2400-3600	□C1 □C2 □	□C1	☐ Late Night Perr	nit 2:00am \$2300 (B/C only)			
D Hotel/Banquet/Arcae	da/Q Center/Entertainment	/Club - \$varies	D-Type 10	and the second s			
□G Brewery/Restaurant	or Site License - \$varies (	□ <b>G</b> 1 □ <b>G</b> 2					
☐ H Catering License - \$v	aries (	□H1 □H2					
*Initial Liquor License fees *Licenses are valld until Apa	for A, B, C, D, G are reduced by ril 30 following issuance and a r	50% for annual re renewal opplication	enewals and licenses issum on is required for the ne	ued after Nov 1. kt year (May 1-April 30) (5.08.040)			
APPLICANT INFORMATION	ON						
1. Type of Business: 📈 In	dividual	☐ Corporation	on 🔲 Other (explai	:).			
2 Rusiness Name:			on 🗀 Other (explai	ui);			
3. Business Address:	oto Art Bar :	Inc					
1319 E Main 91	St. Charles. 1	160174					
4. Type of Business (5.08.070-3):	5. Length of Time in this	6: Value of me		ally will be in inventory when in			
	Business (5.08.070-4):	operation (5.0	8.070-5): \$ 5,00	50.			
Museum							
7. Business Phone:	8. Business E-mail:	9. Business W	ebsite:	10: Illinois Tax ID Number:			
11. Applicant/Contact Person	on Name:	12. Title:		13. Email:			
14. Applicant Home Addres	s, and all addresses for the	last 10 years:					
· / B		1446 20 164121					
J. J			ķ				
15. Ph #:	DL#:	16. Date of Bi	rth:	17. Birthplace:			
18. If Corporation, Corpora	tion Name:		· · · · · · · · · · · · · · · · · · ·	Poland			
19. Corporation Address (ci	ar Inc			The state of the s			
Col Sid val	Ct, unit L, St	. Chade	5.1660174	•			
GOI CICIOSII	CT, WMT LT	01101112	J.				
ADDITIONAL OWNERS, INV	/ESTORS (greater than 5% i	nterest), and M	ANAGER INFORMATI	ON			
Full Name, include middle	initial: Ewa Oswied	Limska	Title: No	MOIDEL			
Birthdate Birthpla	0-1		noe.				
	Birthdate Birthplace: POIQNO Driver's License#:forme Phone:						
Home Address, and all addresses for the last 10 years:							
	The service of the service of			and the state of t			

Full Name, incl	ude middle initial:		Title:		
Birthdate:	Birthplace:	Driver's License#	:	Home	Phone:
Home Address,	, and all addresses for the las	st 10 years:		Email	Address:
Full Name, incl	ude middle initial:		Title:		
Birthdate:	Birthplace:	Driver's License#	*	Home	Phone:
Home Address,	, and all addresses for the las	at 10 years:		Email	Address:
1. Exact Street 317 E Majo	Address for liquor license:	2. # Parking Spaces:	3. Outside Dining s.f. [17.20.020-R]:		4. Total Building s.f.:
5. Total # Seats	:	6. Live Entertainment	Area s.f. [5.08.010-H]:		
7. Brief Busines Noforcycle Adventure C	ss Plan description based on Museum with act a lub.	type of establishment lis	ted above (5.08.070-6): Wb for tounists	and	rocal community.
Attach to this	LOOR PLAN/LAYOUT OF P application a floorplan o	r layout of the propos		WALL WINDOWS TO THE	
drawn t	pplication for Liquor license to scale showing the followi The location of all rooms, The designated use of eac	ing: segregated areas, includ	ding outdoor seating a	areas a	and the square footage the

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

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

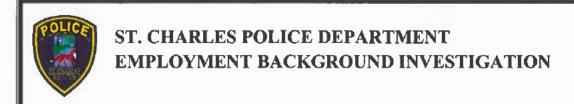
CORE	PORATION / PREMISES QUESTIONS				
	If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? Yes 🗆 No				
1.	Is any individual a naturalized citizen?   Yes No				
	If yes, print name(s), date(s), and place(s) of naturalization:				
2.	Is the premises owned or leased (5.08.070-6A)? Owned Leased				
3.	If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-68):				
	Name of Building Owner: Fox Valley Capital LLC  Phone Number.  St Charles IL.  Figure 1 Address:				
	Address of Building Owner:				
	Address of Building Owner:  E-mail Address:  Ondy @ Omerican hay Con				
	Mailing Address of Building Owner (if different):				
	Name of Building Owner: Phone Number:				
	Address of Building Owner: E-mail Address:				
	Mailing Address of Building Owner (if different):				
	Name of Building Owner: Phone Number:				
	Address of Building Owner: E-mail Address:				
	Mailing Address of Building Owner (if different):				
4.	Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that				
	requires a liquor license?				
	If yes, please list the business name(s) and address(es):				
5.	Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax,				
	and permit fees, for any current or previous establishment owned, operated or managed by the applicant?  ☐ Yes No				
	If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)				
	Are any improvements planned for the building and/or site that will require a building permit? XYes \( \subseteq No				
6.	If yes, has a building permit been applied for? X Yes No Date of permit application 6-10-24				
7.	Has applicant applied for a similar or other license on the premises other than the one for which this license is sought				
	(5.08.070-7)?  Yes X No				
	If yes, what was the disposition of the application? Explain as necessary:				
	The state of the s				

8.	Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or				
	State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)?				
	Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any				
	matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances?   Yes No				
9.	List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper				
	if necessary.				
	Government Unit: Location, City/State:				
	Date: Special Explanations:				
	Government Unit: Location, City/State:				
	Date: Special Explanations:				
	Special explanations.				
	Have any liquor licenses possessed ever been revoked (5.08.070-9)?				
10.	If yes, list all reasons on a separate, signed letter accompanying this application.  Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?				
	Yes A No				
	If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.				
11.	Complete ONLY if yes was answered to the question above (10):				
	Name: Name of Business:				
	Position with the Business: Date(s) of Denial:				
	Reason(s) for Denial of License:				
12.	Date of Incorporation (Illinois Corporations) (5.08.070-10):				
	Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):				
13.	Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)?				
	⊠Yes □ No				
	Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been				
	convicted of any violation of any law pertaining to alcoholic liquor? (XYes \square No				
	Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been				
	convicted of a felony?				
	Have you ever been convicted of a gambling offense?  Yes No (If a partnership or corporation, include all partners and the local manager(s).)				
	Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?				
	Yes No				
	/416 UNV				

1.4 All individual accessors		L L L L	
14. All individual owners in interest of the stor Charles Police Depart	<ul> <li>partners, officers, directors, and/or peck of owners by interest listed on page tment (5.08.070-A12).</li> </ul>	ersons holding directly or benefici 2 of this application must be finge	ally more than five (5) percent erprinted by the City of St.
Has this been done?	⊠Yes □ No		
If yes, date(s):			
15. Has the applicant att	ached proof of Dram Shop Insurance to	this application or already furnis	hed it to the City of St.
Charles (5.08.060)?	☐ Yes ☐ No If	already furnished, date of deliver	γ:
16. Is the premises within home for vete <b>t</b> ens, to	n 100 feet of any real property of any c heir wives/husbands, or children; and/o	hurch; school; hospital; home for or any military or naval station (s.	the aged or indigent persons; 08.230)?
B.A.S.S.E.T. TRAINING			
Please list employees requirements and clerks who are permitted if applicable. Add another		page — include all managers, assis le copies of certificates for mana	tant managers, bartenders, gers only and mark Manager
Name (First, Middle, Last):	Andy Kozwara		Birthdate:
Home Street Address, Incl C	City, State, Zip. ••		
Date of Course: 8-14-24	Place Course was Taken: Online	Certificate Granted (V)N	Expiration: 8/27
Name (First, Middle, Last):	Ewa Obwiecimska	-	Birthdate:
Home Street Address, Incl (	City, State, Zip:		_
Date of Course: 8/10/24	Place Course was Taken: Online	Certificate Granted (Y)N	Expiration: 8/27
Name (First, Middle, Last):			Birthdate:
Home Street Address, Incl (	City, State, Zip:		
Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:
Name (First, Middle, Last):			Birthdate:
Home Street Address, Incl (	City, State, Zip:		
Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:
NEW MANAGEMENT REQU			
Whenever a new manager	comes on board, the City must be not	ified and that person must be fir	gerprinted.
COMMENTS/ADDITIONAL	ment's responsibility to keep copies of	all B.A.S.S.E.T. certificates on file	e for their employees.
O MINE TO A POST TO NAL	TORMATION		

Busi	ness Name:	197				
SIGN	ATURES		The state of the s			
7	Applicant's Signature					
Subs	cribed and sworn before me this	day of AUDUST	, 20 24			
5003	Notary Public, State of Illinois	_uay 01	, 20 <u>29</u>			
	(Scal) Official Seal Elvia Quintero Commission \$ 993739 My Commission Expires 7/17/2028	Notary Public				
The second second second	ENDUM TO RETAIL LIQUOR LICENSE APPLICA					
To b	e completed by the City of St. Charles Police Name of Appl	the state of the s				
Bate		zej Koczwar	d			
Nam	e of Business:	NOCZWA!				
	Moto Art Bar	Inc.				
Addr	ess of Business:		Ward Number:			
Pursu	ant to the provision of the City of St. Charles Mu	nicinal Code, Chapter 5.08, Alcoho	lic Reverages, the following guide shall be			
in eff	ect for the investigation of an applicant for a Reti	ail Dealer's Liquor License:	and section gest, the following galact shall be			
1.	. Date on which applicant will begin selling retail alcoholic liquors at this location:					
	Jan or Feb. 2025					
2.	indigent persons, nome to veteralis,					
	their wives/husbands or children; or any military	y or naval station?	□ I No			
3.	If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a					
	regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal					
	business?					
	If yes, answer a, b and c:					
	<ul><li>a. State the kind of such business:</li><li>b. Give date on which applicant began the kind of business named at this location:</li></ul>					
	c. Has the kind of business designated been established at this location for such purpose prior to February 1,					
	1934, and carried on continuously since such time by either the applicant or any other person?					
	☐ Yes ☐ No					
	16					
4.	If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises					
	been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church?   Yes X No					
	If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original					
	alcoholic liquor license was issued therefore?					

5.	is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential		
	purposes?		
	LI Yes LA No		
6.	Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)  \[ \textstyle{Application} A		
7.	If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business:		
8.	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible?		
9.	Are premises located in any building belonging to or under the control of the State of Illinois or any other political		
	subdivision thereof, such as county, city, etc.?   Yes No		
10.	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors?    Yes   No		
11.	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted:		
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?  Yes No  If no, state exceptions:		
	Have all persons named in this application been fingerprinted? Yes No		
13.	Fingerprinted by: Date:		
	1EP Catt 081624		
14.	Other necessary data:		
	-2		



### **AUTHORIZATION FOR RELEASE OF INFORMATION**

I, ANDILLET KOCULANA, hereby, authorize a	ny					
Municipal, County, State or Federal Criminal Justice agency to relea	se					
information concerning the existence or non-existence of any criminal reco	ord					
information. I agree to hold harmless the City, its employees and those						
Criminal Justice Agencies and their employees from any action or claim						
arising out of release of such information and waive all rights to damages						
	Oi					
any form I may suffer from the release of such information.						
N. 202 / -/						
ANDRIES KOCWARA 09/0-/21	_					
Applicant's Name (Printed) Date						
09/05/24	7					
Applicant's Signature Date						



### ST. CHARLES POLICE DEPARTMENT EMPLOYMENT BACKGROUND INVESTIGATION

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

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

Applicant's Name (Printed)

Applicant's Signature

09/05/25 Date



# ST. CHARLES POLICE DEPARTMENT EMPLOYMENT BACKGROUND INVESTIGATION

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Applicant's Name (Printed)

OS-05-24

Applicant's Signature

Date



# ST. CHARLES POLICE DEPARTMENT EMPLOYMENT BACKGROUND INVESTIGATION

### **AUTHORIZATION FOR RELEASE OF INFORMATION**

1, Elron	Occiecion the	hereby, authorize any
Municipal, County, Sta	ate or Federal Crimina	I Justice agency to release
information concerning	the existence or non-ex	istence of any criminal record
information. I agree to	o hold harmless the Ci	ity, its employees and those
Criminal Justice Agend	cies and their employe	es from any action or claim
arising out of release of	f such information and v	vaive all rights to damages of
any form I may suffer fr	rom the release of such	information.
EUA C	DSUIECIMSUA	08-05-24
Applic	cant's Name (Printed)	Date
		08-05-24
Applic	cant's Signature	Date

### AATON ON THE PROPERTY OF A PARTY OF A PARTY

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### THEVEN OF CONTROLLY VERY OF A THEORY

Personal description of holder as of date of naturalization:

Date of birth.

Sex: MALE

Teight: Feet

inches

Marital status:

MARRIED

Gountry of former nationality:
POLAND



INS Registration No.

A044521245

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General

at: CHICAGO, ILLINOIS

The Attorney General having found that:

### ANDRZEJ WOJCIECH KOCZWARA

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

US DISTRICT COURT MORTHERN D. STRICT IL

at: CHICAGO, ILLINOIS

OFE: SEPTEMBER 25, 2002

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY. PRINT OR PHOTOGRAPH THIS CERTIFICATE. WITHOUT LAWFUL AUTHORITY.





SAFE ORIVER

Operation of a motor vehicle constitutes consent to any sobrety less required by less

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### **Business Entity Search**

Entity	Inforn	nation

Entity Name	MOTO ART BAR, INC.		
File Number	74817181	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07-26-2024	State	ILLINOIS
Duration Date	PERPETUAL		

Annual Report Filing Date	00-00-0000	Annual Report Year		
Agent Information	CHICAGO PAYROLL SOLUTIONS 1030 HIGGINS RD STE 205 PARK RIDGE ,IL 60068-5760	Agent Change Date	07-26-2024	

### Services and More Information

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

Purchase Master Entity Certificate of Good Standing

Change of Registered Agent and/or Registered Office

Articles of Amendment Effecting A Name Change

**Adopting Assumed Name** 

### FORM BCA 2.10 ARTICLES OF INCORPORATION Bus ness Corporation Act

\$150

Filing Fee:

File #:	74817181					
Appro	ved By: MAP					
	FILED					
	JUL 26 2024					
	Alexi Giannoulias Secretary of State					
Co	orporate Name: MOT	O ART BAR, INC.				
_						
. In	nitial Registered Agent	CHICAGO PAYE	ROLL SOLUTION	IS		
			st Name	Middle Ini	tial	Last Name
ln	itial Registered Office	Number	Street		Suite No.	
		PARK RIDGE		- JL	60068-5760	COOK
			City		ZIP Code	County
Co	urposes for which the he transaction of any or	or all lawful busine	esses for which consideration Rec	eived:	of Shares	ated under the Illinois Busine
	Class	Authorized		Proposed to		Received Therefor
0	OMMON	10000		10	000	\$ 1000
_		N/A	ME & ADDRES	S OF INCOR	PORATOR	
	he undersigned incorporation	orator hereby de				ements made in the foregoi
	Dated JULY 26 Month	ı & Day	2024 Year			
	ANDRZEJ KOCZWA	RA				
0.00		<u>.</u>	Name			
					_	
555 64		Street				
			IL 60	)119		

ZIP Code

This document was generated electronically at www.ilsos.gov

State

City/Town

Date of this notice: 07-26-2024

Employer Identification Number:

99-4173632

Form: SS-4

Number of this notice: CP 575 A

MOTO ART BAR INC 601 SIDWELL CT STE L SAINT CHARLES, IL 60174

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

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

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4173632. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

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

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

#### IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is MOTO. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A

07-26-2024 MOTO B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 07-26-2024 ( )

EMPLOYER IDENTIFICATION NUMBER: 99-4173632

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 Idealatetelatetelatetellastissasistatistatet

MOTO ART BAR INC 601 SIDWELL CT STE L SAINT CHARLES, IL 60174 QUOTE REFERENCE: JFL/LIQ/243266

ILLINOIS LIQUOR LIABILITY QUOTE

PLEASE READ CAREFULLY. THIS QUOTATION IS NOT A BINDER OF INSURANCE. IT DOES NOT NECESSARILY PROVIDE THE TERMS AND/OR COVERAGE REQUESTED IN YOUR PROPOSAL.

THIS QUOTE IS VALID FOR 30 DAYS FROM: 05 August 2024

Correspondent: Guild Insurance Inc

#200 Illinois S #200 St Charles IL 60174 Retail Broker:

**HEIL & HEIL INSURANCE AGENCY** 

P O BOX 1663 EVANSTON

IL 60204

1. Name and address of Assured (Licensee in respect of Location 1)

MOTO ART BAR INC Illinois

2. Sale or gifts of alcohol made by the licensee/s above limited to the following location

Illinois

3. Period: From 15 August 2024 to 15 August 2025 both days at 12:01 a.m. Central Standard Time

4. Insurance to be effected with certain NATIONAL SPECIALTY INSURANCE COMPANY: 100%

5. Classification of Risk

Amount of Gross Annual Receipts \$10,000

TAVERN

Producer Commission 15% of Total Premium

Total Premium: Policy Fee:

Total Payable:

\$600.00 \$25.00 \$625.00

LIMIT OF LIABILITY

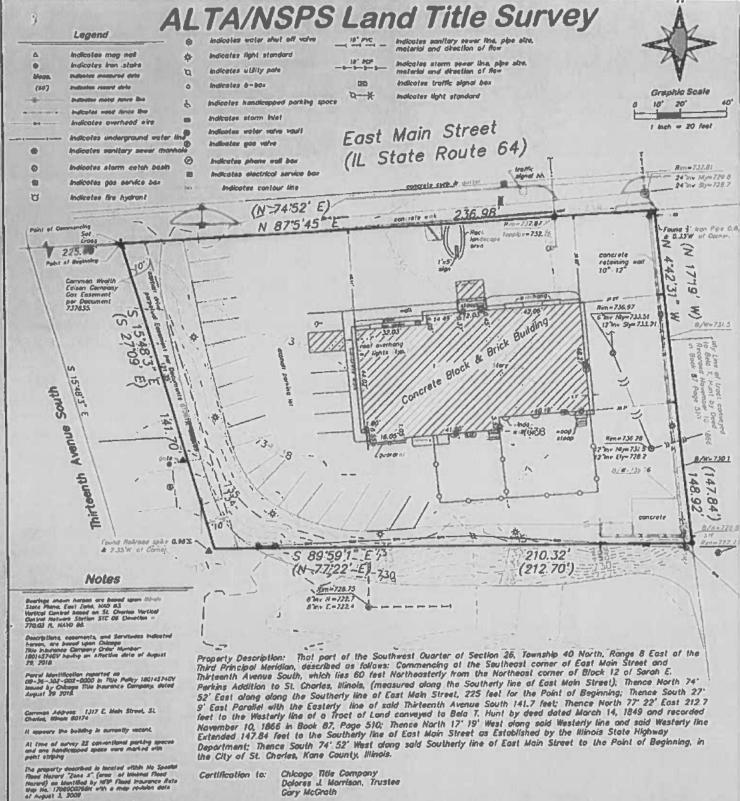
Combined Single Limit \$1,000,000

FORMS ATTACHED:

LII 12 (04/21) AIF 2273

COVERAGE IS SUBJECT TO SIGNED AND DATED APPLICATION. PLEASE REFER ANY REQUEST TO BIND TO CORRESPONDENT.

Guild Insurance Inc (T) 630.613.9473 (F) 630.613.9674



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n relative positional precision of the

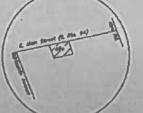
are given in too) and decimal parts

Parest Contains 31,973 Square Feet. = 0.73 Agree Exterior feetprint of the building of ground land in SLEEP Square feet.

Johnson - Western Surveying, dba ASM Consultante, Inc.

16 E. Wasen Street, Suite 1 Belanta, R. 80510 (630) 845-3166

This is to certify that this map or plot and survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 7(e), 7(b), 8, and 9 of Table A thereof. The field work was completed an October 5, 2018. Date of plat or map: October 23, 2018.



Heintly Man, not be needs

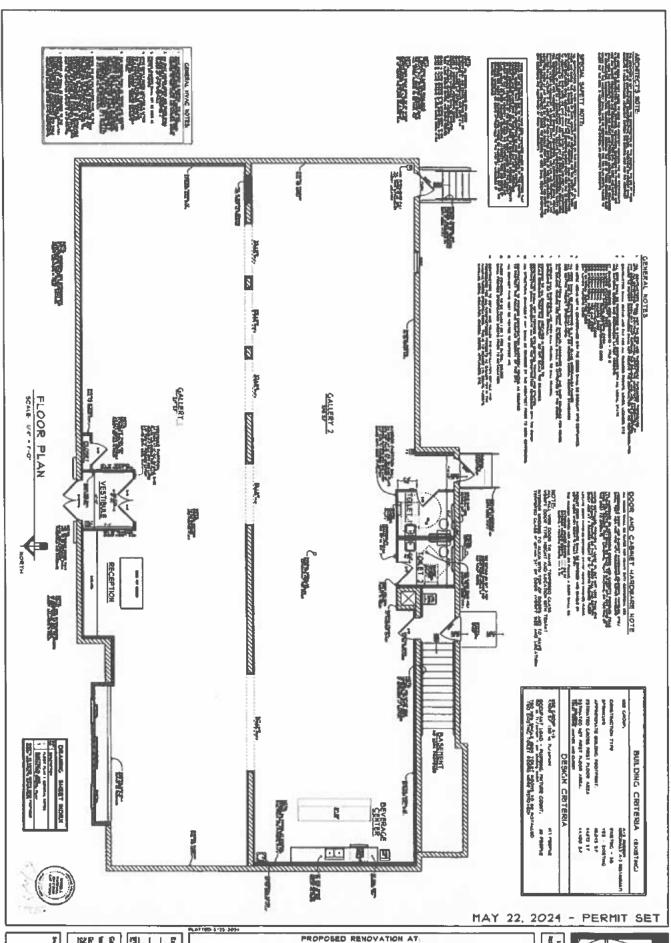
Carol A. Sweet-Jahnson Illinois Professional Land Surveyor No. 3342 License Expiration Date: Navember 30, 2018 Illinois Professional Design Firm No. 184-006014

Carol a fruit Huson



Ordered by it Prepared for Dolores Morrison

Field Bt/Page	No: electronic	5-1-R
Fle None:	874084_ALTA	Drewn by
Directory: P	70/sch/2018-028	Job Hour





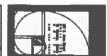


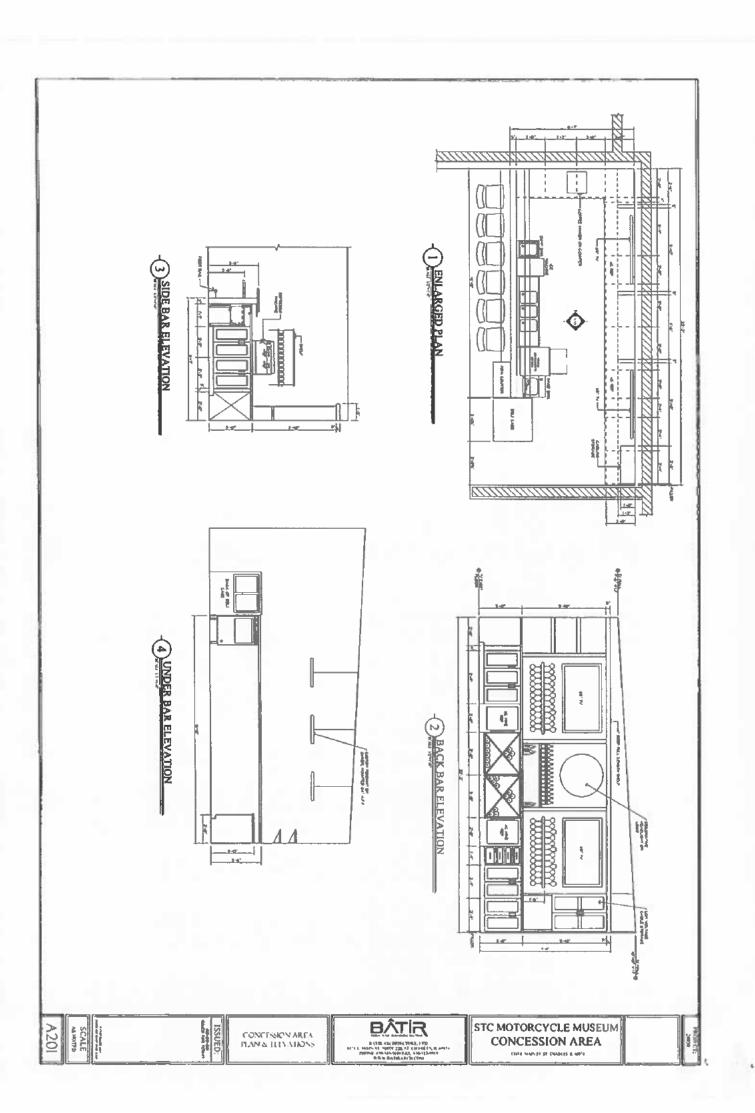


1317 EAST MAIN

AND Y KOCZEARA







# MOTO ART BAR INC / St. Charles Motorcycle Museum & Art Gallery Business Plan

St Charles Motorcycle Museum and Art Gallery / MOTO Art Bar Inc. Proposed plan for hours is Tuesday thru Sunday 11 AM -9 PM. MOTO Art Bar Inc will have live music.

There will be indoor sitting only provided. No outdoor seating.

The focus of the establishment is to display vintage motorcycles and art. The St. Charles Motorcycle Museum & Art Gallery aspires to be more than just a museum; it will be a vibrant community where enthusiasts can gather, share stories, and celebrate their love for motorcycles.

MOTO Art Bar Inc will not serve meals. No menu will be available. We plan on providing Charcuterie Board to enjoy with whine. (cheese, cankers, fruit, etc)

#### Commercial Lease

This Commercial Lease ("Lease") is dated as of August 01, 2024, by and between FOX VALLEY CAPITAL LLC ("Landlord") and MOTO ART BAR, INC ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant Bar and a sitting area. ("Premises") located at 1317 East Main Street - 1, St. Charles, Illinois 60174.

Term. The lease term will begin on August 01, 2024 and will terminate on July 31, 2027.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 601 SIDWELL DR, SAINT CHARLES, Illinois 60185. The payment address may be changed from time to time by the Landlord.

Security Deposit. At the time of the signing of this Lease, the Tenant shall pay to the Landlord, in trust, a security deposit of \$500.00 to be held and disbursed for the Tenant's damages to the Premises (if any) as provided by law.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises. The Tenant may use the Premises only for up to 40 parking spaces. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Furnishings. The following furnishings will be provided: Built in bar., The Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

Storage. The Tenant shall be entitled to store items of personal property in a specific storage unit provided by the landlord during the term of this Lease. The Landlord shall not be liable for loss of, or damage to, such stored items.

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than 100 percent of the full replacement value. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$250,000.00. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

Renewal Terms. This Lease shall automatically renew for an additional period of month to month per renewal term unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) Real Estate Taxes. The Landlord shall pay all real estate taxes and assessments for the Premises.

Termination Upon Sale of Premises. Notwithstanding any other provision of this Lease, the Landlord may terminate this lease upon 30 days' written notice to the Tenant that the Premises have been sold.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Late Payments. For each payment that is not paid within 15 days after its due date, the Tenant shall pay a late fee equal to 10 percent of the required payment.

Holdover. If the Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), the Tenant shall pay to the Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Non-Sufficient Funds. The Tenant shall be charged \$45.00 for each check that is returned to the Landlord for lack of sufficient funds.

Remodeling or Structural Improvements. The Tenant shall have the obligation to conduct any construction or remodeling (at the Tenant's expense) that may be required to use the Premises as specified above. The Tenant may also construct such fixtures on the Premises (at the Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be crected only with the prior written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not install awnings or advertisements on any part of the Premises without the Landlord's prior written consent. At the end of the lease term, the Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition as the Premises at the commencement of this Lease.

Access by Landlord to Premises. Subject to the Tenant's consent (which shall not be unreasonably withheld), the Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, the Landlord may enter the Premises without the Tenant's consent. During the last three months of this Lease or any extension of this Lease, the Landlord shall be allowed to display the usual "For Lease" signs and show the Premises to prospective tenants.

Indemnity Regarding Use of Premises. To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in connection with the Tenant's possession, use or misuse of the Premises, except the Landlord's act or negligence.

Dangerous Materials. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

Compliance with Regulations. The Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities and the fire insurance underwriters. However, the Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

Mechanics Liens. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

**Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Lease through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Lease will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Assignability/Subletting. The Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Landlord:

FOX VALLEY CAPITAL LLC

SAINT CHARLES, Illinois 60174

The Tenant:

MOTO ART BAR, INC 1317 East Main Street - 1 St. Charles, Illinois 60174

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Illinois.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

FOX VALLEY CAPITAL LLC

Ву:	D	ate: 08/01/29
Andy Koczwara		' - /
Andy Koczwara Owner		

The Tenant:

### MOTO ART BAR, INC

By:	Dat	e: 08/01/24	
President			

### ACKNOWLEDGEMENT OF ALCOHOL TAX

By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.

Name_Av	idnej Kochvara			
Title	President			
	me MOTO ART			
Address	1017 EMAIN	ST SAINT	- CHARUED, U	60179
			2/11/20	
Signature	/		08/16/25 Date	

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

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

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

### BUSINESS CONTACT INFORMATION

Corporate name: Moto ARI Bar, INC

DBA:

Phone:

Fax:

E-mail

Address:

city: 31. Charles.

State: IL

ZIP 60174

Expected date of business opening (Required):

TAX PREPARER INFORMATION

Name of Tax Preparer: Chicago PayRoll Solutions

Phone:

Fax:

E-mail:

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



## Certificate of Completion

This is to certify that

### Ewa Oswiecimska

has diligently and with merit completed

On-Premise BASSET Alcohol Certification

Completion Date: 0

This temporary certificate is valid for 30 days.

Download your official BASSET card at mytax.illinois.gov

John Comly

President, CEO and Director

225 East Robinson St Ste 570 Orlando, FL 32801



## Certificate of Completion

This is to certify that

### Andy Koczwara

has diligently and with merit completed

On-Premise BASSET Alcohol Certification

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

President, CEO and Director

225 East Robinson St Ste 570 Orlando, FL 32801

Certificate # 16461085





Date:

August 30, 2024

# Need to be fingerprinted? Please contact the St. Charles Police Department for an appointment: 630-377-4435 1515 W. Main St.

Payment Method	Check No.	Received From
Check	1070	Andrzej Koczwara

Liquor License Application Fee

Qty	Cost	Description	Account Code	74	Fee
		Liquor License Class A - Packaged	100999-42100	\$	1-0
		Liquor License Class B - Restaurants	100999-42101	\$	
		Liquor License Class C - Tavern/Bar	100999-42102	\$	*
1.00	\$200.00	Liquor License Class D - Specific	100999-42103	\$	200.00
		Liquor License Class E - Temporary	100999-42104	\$	
		Liquor License Class F - BYOB	100999-42105	\$	
		Liquor Violations Fee	100999-42290	\$	-
		Massage Establishment License Fee/Renew	100999-42205	\$	
		Loudspeaker License	100999-42210	\$	
		Towing License	100999-42202	\$	
		Scavenger/Refuse License	100999-42203	\$	-
		Bowling Alley License	100999-42204	\$	-
		Billiard License	100999-42206	\$	
		Carnival License/Fees	100999-42210	\$	
		Coin-Operated Amusement	100999-42220	\$	-
		Cigarette	100999-42230	\$	-
		Cigarette OTC	100999-42231	\$	-
		Theater License	100999-42240	\$	-
		Fingerprint Fee (\$50 per person)	100900-20618	\$	-
		Legal Fees	100120-54110	\$	-
		Miscellaneous Revenue/Legal Fees	100999-46299	\$	
		Liqour License Late Fee	100999-45205	\$	
		Tobacco/Massage Violations	100999-42290	\$	
		Video Gaming Devices/License	100999-42225	\$	-
			Total	\$	200.00

Thank you for your business!



# Need to be fingerprinted? Please contct the St. Charles Police Department for an appointment: 630-377-4435 1515 W. Main Street

Receipt

Date:

August 16, 2024

Cash	Cash	Andrzej Koczwara
Payment Method	Check No.	Received From

Notes Moto Art Bar Inc.

Qty Cost	Description	Account Code	F	ee
	Liquor License Class A - Packaged	100999-42100	\$	
	Liquor License Class B - Restaurants	100999-42101	\$	
	Liquor License Class C - Tavern/Bar	100999-42102	\$	
	Liquor License Class D - Specific	100999-42103	\$	-
	Liquor License Class E - Temporary	100999-42104	\$	
	Liquor Violations Fee	100999-42290	\$	-
	Massage Establishment License Fee/Renew	100999-42205	\$	-
	Loudspeaker License	100999-42210	\$	
	Towing License	100999-42202	\$	-
	Scavenger/Refuse License	100999-42203	\$	-
	Bowling Alley License	100999-42204	\$	
	Billiard License	100999-42206	\$	
	Carnival License/Fees	100999-42210	\$	
	Coin Operated Amusement	100999-42220	\$	
	Cigarette	100999-42230	\$	
	Cigarette OTC	100999-42231	\$	
	Theater License	100999-42240	\$	-
\$50.00	Fingerprint Fee (\$50 per person)	100999-46299	\$	100.00
	Legal Fees	100120-54110	\$	-
	Miscellaneous Revenue/Legal Fees	100999-46299	\$	
	Liqour License Late Fee	100999-45205	\$	
	Tobacco/Massage Violations	100999-42290	\$	
	Video Gaming Devices/License	100999-42225	\$	
		Total	\$	100.00

Thank you for your business!

2 E Main Street • St. Charles, IL 60174 • tconti@stcharlesil.gov • 630-377-4422



AUG 1 6 2024



# Need to be fingerprinted? Please contct the St. Charles Police Department for an appointment: 630-377-4435 1515 W. Main Street

Receipt

Date:

August 16, 2024

Payment Method	Check No.	Received From	
Cash	Cash	Andrzej Koczwara	

Notes: Moto Art Bar Inc.

Qty Cost	Description	Account Code	Fee
	Liquor License Class A - Packaged	100999-42100	\$ -
	Liquor License Class B - Restaurants	100999-42101	\$
	Liquor License Class C - Tavern/Bar	100999-42102	\$ -
	Liquor License Class D - Specific	100999-42103	\$ -
	Liquor License Class E - Temporary	100999-42104	\$ 73
	Liquor Violations Fee	100999-42290	\$ -
	Massage Establishment License Fee/Renew	100999-42205	\$ -
	Loudspeaker License	100999-42210	\$
	Towing License	100999-42202	\$ -
	Scavenger/Refuse License	100999-42203	\$ -
	Bowling Alley License	100999-42204	\$ -
	Billiard License	100999-42206	\$ -
	Carnival License/Fees	100999-42210	\$ -
	Coin-Operated Amusement	100999-42220	\$ -
	Cigarette	100999-42230	\$ -
	Cigarette OTC	100999-42231	\$
	Theater License	100999-42240	\$ -
2 \$50.00	Fingerprint Fee (\$50 per person)	100999-46299	\$ 100.00
	Legal Fees	100120-54110	\$ -
	Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
	Liqour License Late Fee	100999-45205	\$ 
	Tobacco/Massage Violations	100999-42290	\$
	Video Gaming Devices/License	100999-42225	\$ -

Thank you for your business!

PAID

AUG 16 2024