

Agenda
City of St. Charles
Liquor Control Commission Meeting
Monday, May 19, 2025, 4:30 PM
2 E. Main Street

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on April 21, 2025.
4. Motion to accept and place on hold Executive Session minutes of the Liquor Control Commission held on April 21, 2025.
5. Recommendation to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.
6. Recommendation to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.
7. Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary's Park on October 18, 2025.
8. Hearing regarding the denial of Late-Nigh Permit to Saint Charles Sports, LLC, d/b/a El Santo Mexican Grill and Cantina, located at 3615 E. Main St., St. Charles, IL.
9. Public Comment.
10. **Executive Session (5 ILCS 120/2 (c)(4)).**
11. Adjournment.

ADA Compliance

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

Minutes
City of St. Charles
Liquor Control Commission Meeting
Monday, April 21, 2025, 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: Gehm, Zollers, Pietryla (via Zoom) Spellman (via Zoom)

3. Motion by Zollers, second by Gehm to accept and place on file minutes of the Liquor Control Commission meeting held on March 17, 2025.

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

Motion Carried

4. Discussion regarding a Complaint of Violation and Hearing Notice for SCMC Enterprises, d/b/a Beach Hut, located at 8 N. 3rd Street, St. Charles.

Chair Vitek read the notice of violation of SCMC Enterprises, d/b/a Beach Hut, for the following offense:

- Sold alcoholic beverages during hours in which sale of such alcoholic liquor is prohibited and remained open for business and permitted individuals to remain within its premises during hours in which the sale of alcoholic liquor is prohibited.

Attorney Peppers stated that the arraignment form has been received, and the licensee pleaded guilty and requested a hearing to potentially receive mitigation.

There was no representation from SCMC Enterprises, d/b/a Beach Hut present.

Further discussion regarding fines will be conducted in an Executive Session immediately following this meeting.

5. Recommendation to approve a proposal for a D-2 Liquor License Application for Driftwood Special Servicing LLC dba Courtyard by Marriott, located at 700 Courtyard Dr., St. Charles.

Acting Chief Majewski presented this recommendation.

Motion by Gehm, second by Spellman to approve a proposal for a D-2 Liquor License for Driftwood Special Servicing LLC dba Courtyard by Marriott, located at 700 Courtyard Dr., St. Charles.

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

Motion Carried

6. Recommendation to approve a proposal for a B-3 Liquor License Application and 2am Late Night Liquor Application for Montauk Pickleball Club, LLC, Located at 100 N. Kirk Rd., St. Charles.

Acting Chief Majewski presented this recommendation.

Motion by Zollers, second by Gehm to approve a proposal for B-3 Liquor License Application and 2am Late Night Liquor Application for Montauk Pickleball Club, LLC, Located at 100 N. Kirk Rd., St. Charles.

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

Motion Carried

7. Recommendation to approve a proposal for an A-2 Liquor License Application for Whole Foods Market Group, Inc., Located at 300 S. 2nd St., St. Charles.

Acting Chief Majewski presented this recommendation.

Motion by Gehm, second by Zollers to approve a proposal for an A-2 Liquor License Application for Whole Foods Market Group, Inc., Located at 300 S. 2nd St., St. Charles.

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

Motion Carried

8. Public Comment.

None

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

Motion by Zollers, second by Gehm to enter into executive session at 4:49 pm for discussion –5 ILCS 120/2(c)(4).

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

Motion Carried

Regular meeting resumed at 4:55 pm.


10. Adjournment.

Motion by Spellman, second by Pietryla to adjourn the meeting at 4:56 pm.

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

Motion Carried

Minutes prepared by: Marzena Sheets, Deputy City Clerk

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5
	Title:	Recommendation to approve a Proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, Located at 106 E Main St, St. Charles	
	Presenter:	Acting Police Chief Eric Majewski	
Meeting: Liquor Control Commission Date: May 19, 2025			
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): <p>Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St is requesting approval of a C-1 liquor license application for their business.</p> <p>This business was previously The Crazy Fox.</p>			
Attachments (please list): <p>Liquor License</p>			
Recommendation/Suggested Action (briefly explain): <p>Recommendation to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.</p>			



Memo

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

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

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

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

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

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Roger, Sheri and Brynn Greenhagel

BUSINESS: Fox Social Bar & Grille

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

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

* COMMENTS:

INVESTIGATOR ASSIGNED

SUPERVISOR REVIEW:



Memo

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

The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for Tavern Class C-1 license and Class B/C Late Night, 1:00am license for the business, Fox Social Bar & Grille. Class C-1 licenses shall authorize the retail sale of alcoholic liquors for consumption on the premises of a tavern, bar, or saloon. Class C-1 licenses may authorize the sale of alcoholic liquor in outdoor sales areas provided such sales are in conjunction with food service, if approved by the Local Liquor Control Commissioner.

Applicants:

Greenhagel, Roger S.

DOB: [REDACTED]
[REDACTED]

St. Charles, Illinois 60174

Telephone: [REDACTED]

Greenhagel, Sheri Lynn

DOB: [REDACTED]
[REDACTED]

St. Charles, Illinois 60174

Telephone: [REDACTED]

General Manager:

Greenhagel, Brynn T.

DOB: [REDACTED]
[REDACTED]

St. Charles, Illinois 60174

Telephone: [REDACTED]



Application:

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

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

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

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

Records Check: Roger Greenhagel

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

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

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

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

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

A check with the Elgin Police Department showed no record.

Records Check: Sheri Greenhagel

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

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

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

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

A check with the Elgin Police Department showed no record.

Records Check: Brynn Greenhagel

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

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

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

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

A check with the Elgin Police Department showed no record.

Applicant Interview

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

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

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

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

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

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

Site Visit

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

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

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

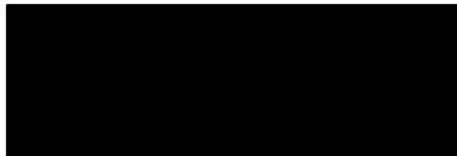
I inspected the restrooms, which were clean. I had Brynn show me where she would be storing all product (alcohol). Brynn escorted us to the basement and showed us a liquor cage with a lock on the door. Brynn advised us that all liquor inventory will be stored in the cage. Brynn then escorted us to the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

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

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

This concludes this memorandum.

Respectfully submitted



Commander Drew Lamela #340



City of St. Charles License Certification

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

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

Applicant's Signature

Date

3/18/25

State of Illinois

County of Kane

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



Laura Kadleryte Notary
Public

TEMPORARY BASSET CARD	
This document certifies that	
BRYNN T GREENHAGEL	
has successfully completed the BASSET On The Fly ON-PREMISE BASSET certification course	
CERTIFICATE #/STUDENT ID:	24807
ISSUE DATE:	10/10/2024
*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS	
BASSET ON THE FLY	
2626 Cole Ave, Suite 300 #512, Dallas, TX 75204 312-366-3383 support@bassetonthe-fly.com Licensed by the Illinois Liquor Control Commission (ILCC). License #5A-1141597.	

BASSET ON THE FLY

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

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

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

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

TEMPORARY BASSET CARD	
This document certifies that	
ROGER S GREENHAGEL	
has successfully completed the BASSET On The Fly ON-PREMISE BASSET certification course	
CERTIFICATE #/STUDENT ID:	28107
ISSUE DATE:	03/24/2025
*PER ILCC RULES, THIS TEMPORARY BASSET CARD IS VALID FOR 30 DAYS	
BASSET ON THE FLY	
2626 Cole Ave, Suite 300 #512, Dallas, TX 75204 312-366-3383 support@bassetonthe-fly.com Licensed by the Illinois Liquor Control Commission (ILCC). License #5A-1141597.	



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www.bassetonthe-fly.com

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

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



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

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

Services and More Information

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

Managers	Address
GREENHAGEL, ROGER	
GREENHAGEL, SHERI	

Showing 1 to 2 of 2 entries

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

Form **LLC-5.5**

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

FILE # 15964863

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

Filing Fee: \$150

Approved By: JXD

FILED

MAR 20 2025

**Alexi Giannoulias
Secretary of State**

1. Limited Liability Company Name: FOX SOCIAL BAR & GRILL LLC
2. Address of Principal Place of Business where records of the company will be kept:
104 E MAIN ST
SAINT CHARLES, IL 60174
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:
JOHN P COONEY
1311 BUTTERFIELD RD STE 308
DOWNERS GROVE, IL 60515-5625
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:
GREENHAGEL, ROGER
106 1/2 E MAIN ST
SAINT CHARLES, IL 60174

GREENHAGEL, SHERI
106 1/2 E MAIN ST
SAINT CHARLES, IL 60174
8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MARCH 20, 2025

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

City of St. Charles
ALCOHOL TAX
BUSINESS INFORMATION SHEET

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

BUSINESS CONTACT INFORMATION

Corporate name: FOX SERIAL BAR & GRILLE LLC.

DBA:

phone: [REDACTED]

E-mail: [REDACTED]

Address: 106 E MAIN ST.

City: ST. CHARLES

State: IL

Code: 60174

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

TAX PREPARER INFORMATION

Name of Tax Preparer: BOB TARDEUA

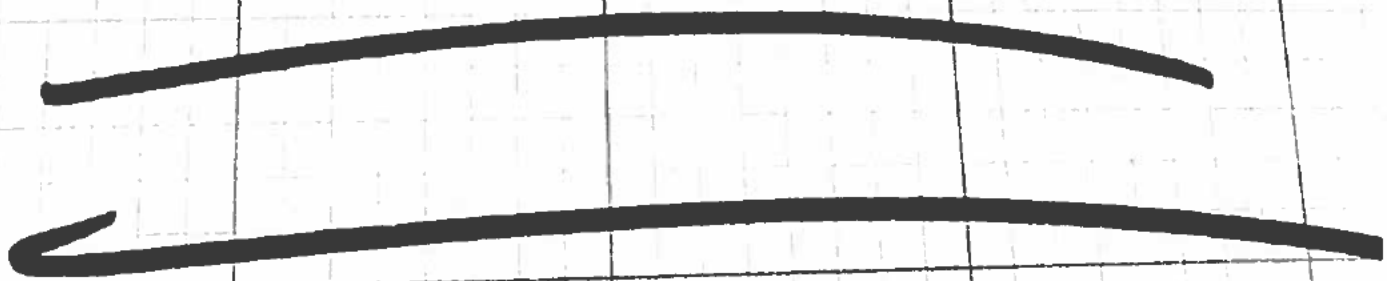
Phone: [REDACTED] Fax: [REDACTED]

E-mail: [REDACTED]

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

NO DESIGNATED
PARKING

NO OUTSIDE
SPACE





Unlimited
Sports
Solutions

PROJECT: FOX SOCIAL B&G

DESCRIPTION:

LAYOUT

DATE: 3-18-25

$\frac{1}{8}'' = \text{APPROX. } 1'$

THE LEWIS

RIVERSIDE
PIZZA

REGISTER

29'

64' 8"

VIDEO GAMING

CASH
MACHINE

WC

WC

KITCHEN

10' 6"

11'

DARTS

53' 8"

25'

RIVERSIDE
EXIT

STORE LEASE

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

LESSEE

NAME • Fox Social Bar & Grille, LLC

ADDRESS • 106 1/2 E. Main Street

CITY • St. Charles, IL 60174

LESSOR

NAME • Three Gingers II, LLC

ADDRESS • 106 1/2 E Main Street

CITY • St. Charles, IL 60174

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

TERM

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

EXTENDED TERM

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

PERMITTED USE

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

BASE RENT

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

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

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

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

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

REAL ESTATE
TAXES &
INSURANCE

5. Deleted.

INTEREST ON
LATE
PAYMENT

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

UTILITIES

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

SUBLETTING;
ASSIGNMENT

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

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

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

COMPLIANCE
WITH SAFETY/
BUILDING
CODES

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

PEST
CONTROL

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

HEALTH &
SANITATION

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

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

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

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

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

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

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

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

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

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

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

WORK IN THE LEASED PREMISES

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

WAIVER OF LESSOR'S LIABILITIES

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

NO LIENS

13. Lessee shall not allow any mechanic's lien to be filed against the Leased Premises by reason of any work, labor, services or materials performed at or furnished to the Leased Premises, to Lessee, or to anyone holding the Leased Premises through or under the Lessee. If any such mechanic's lien shall at any time be filed, Lessee shall forthwith cause the same to be discharged of record by payment bond, order of a court of competent jurisdiction or otherwise, but Lessee shall have the right to contest any and all such liens; provided security satisfactory to Lessor is deposited with it. If Lessee shall fail to cause such a lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other providing deemed appropriate by Lessor, and the amount so paid by Lessor and/or all costs and expenses, including reasonable attorney's fees, incurred by Lessor in procuring the discharge of such lien, shall be deemed to be additional rent and together with interest thereon at the Lease Interest Rate shall immediately become due and payable by Lessee to Lessor on the first day of the next following month. Nothing in this Lease contained shall be construed on the part of Lessor to subject Lessor's estate in the Leased Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois. Lessor shall not have the right to discharge any lien before judgment or sale if Lessee is contesting same and has posted a cash bond of 125% of the claim.

LESSEE NOT TO MISUSE

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

CONDITION ON

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

WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES,
MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE (AND LESSOR DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY). Lessee further acknowledges and agrees that Lessor is under no duty to make any affirmative disclosure regarding any matter which may be known to Lessor, its officers, directors, contractors, agents or employees, and that Lessee is relying solely upon its own inspection of the Leased Premises and not upon any representation made to it by any person whomever. Any reports, repairs or work required by Lessee are the sole responsibility of Lessee, and Lessee agrees that there is no obligation on the part of Lessor to make any changes, alterations or repairs to the Leased Premises, except as stated in this Lease, and Lessee acknowledges that Lessee has completed its due diligence with respect to the Leased Premises to its satisfaction.

REPAIRS AND MAINTENANCE

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

ACCESS TO PREMISES

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

SIGNAGE

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

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

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

TERMINATION; HOLDING OVER

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

SURRENDER POSSESSION

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

LESSOR'S REMEDIES

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

1. If Lessee shall fail to pay all or any portion of the Rent or any installment thereof when due allowing for a ten day grace period on monthly installments, or shall fail to pay any other sum required to be paid by Lessee under this Lease or under the terms of any other agreement between Lessor and Lessee, and such failure to pay shall continue for five (5) days after service of written notice to Lessee;
2. If, as a result of Lessee's delinquency in payment of Rent (or such other sums), Lessor has three (3) times in any consecutive twelve (12) monthly period served Lessee with a five-day notice;
3. If Lessee shall violate or fail to perform any of the other covenants or conditions in this Lease which Lessee is required to observe and perform and such violation or failure to perform shall continue for thirty (30) days after service of written notice to Lessee, or if any such violation or failure of Lessee involves a hazardous condition and is not cured by Lessee immediately upon service of written notice to Lessee;
4. If the interest of Lessee in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Lessee, or if any involuntary petition in bankruptcy shall be filed against Lessee under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver or person acting as a receiver shall not have been dismissed within thirty (30) days from the date of his appointment, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall admit in writing Lessee's inability to meet Lessee's debts as they mature; or,
5. If Lessee shall abandon or vacate the Leased Premises during the Term.

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

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

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

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

1. Before Lessor rents other vacant space in the Building (or in other property owned or managed by Lessor) or consents to a sublease or an assignment of the space of other Lessees who are not in default of their leases;
2. If the nature of the substitute Lessee's business is not consistent with the Lessee mix of the Building or with any other Lessee leases containing provisions against Lessor leasing space in the Building for certain uses; or,
3. If the nature of the substitute Lessee's business may have an adverse impact upon the first-class, high grade manner in which the Building is operated or with the high reputation of the Building even though in each of the aforesaid circumstances the potential substitute Lessee may have a credit rating.

REMEDIES NOT EXCLUSIVE

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

AND FEES

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

NOTICES

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

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

with a copy to:

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

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

RIGHTS OF MORTGAGEES

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

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

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

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

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

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

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

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

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

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

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

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

LESS THAN
AMOUNT DUE

INSURANCE/
HOLD
HARMLESS

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

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

ESTOPPEL
CERTIFICATES

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

EFFECTIVENESS

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

BROKERS

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

EFFECT OF
PAYMENT OF

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

SECURITY DEPOSIT

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

MAINTENANCE BY LESSOR

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

DAMAGE AND DESTRUCTION

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

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

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

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

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

CONDEMNATION

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

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

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

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

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

EMISSIONS & HAZARDOUS MATERIALS

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

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

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

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

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

MUTUAL
WAIVERS OF
RECOVERY
AND
SUBROGATION

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

WAIVER OF
TRIAL BY
JURY

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

GOVERNING
LAW

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

SECURITY
INTEREST IN
TENANT'S
PROPERTY
LESSOR'S
EQUIPMENT

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

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

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

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

PARKING
SPACE
INTERIOR
ALTERATIONS

41. Deleted

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

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR: Three Gingers II, LLC

By: [REDACTED] MGR

LESSEE: Fox Social Bar & Grille, LLC

By: [REDACTED] MGR

GUARANTEE

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



FOX SOCIAL

BAR AND GRILL

STARTER

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

SALADS OR WRAPS (+1)

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

DRESSINGS:

CAESAR
RANCH
CHIPOTLE RANCH
BALSAMIC
HONEY MUSTARD

BURGERS & HANDHELDS

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

SWEET TREATS

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

SIDES

FRIES	5
SWEET POTATO FRIES	5



**Illinois
Casualty
Company**

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

Date: March 21, 2025

Agency: Crum-Halsted Agency, Inc.

Attention: Dane Male

Enclosed Quotes(s):

LQ1622365 Liquor Liability

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

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

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

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

For any questions, please contact us immediately.

Melissa Connell
Underwriter



**Illinois
Casualty
Company**

UNDERWRITING COMMENTS

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

GENERAL INFORMATION

Quote Subject to Satisfactory Inspection and Verification of Loss History.

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

LIQUOR LIABILITY INFORMATION

COVERAGE

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

UNDERWRITER COMMENTS

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

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

Company -

Limits -

Policy Term -

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



**Illinois
Casualty
Company**

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

BIND ORDER

Named Insured: Fox Social Bar & Grille LLC

BIND AND ISSUE EFFECTIVE DATE: _____

LIABILITY OPTION: [] LQ1622365 with liability option: [1] 1000 25%/9 Annual

Limits shown in thousands

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

Expected Premium After Coverage Changes: _____

PAYMENT OPTIONS: 1. SELECT BILLING PLAN

	By Policy					
	All Policies	BP	LL	UL	WC	
*Payment Options:						
Website: www.ilcasco.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25% down and 9 monthly installments (Standard Plan)
Automated System: (855) 729-2422	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.33% down and 11 monthly installments (Monthly Plan)
Mobile App: ICC2GO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25% down, 25% at 3, 6, and 9 months (Quarterly Plan)
Billing Representative: (309) 793-1700 ext. 808	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50% down, 50% at 6 months (Semi-Annual Plan)
Mail: PO Box 4208 Rock Island, IL 61204-4208	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100% down, Pay-in Full (Annual Plan)

2. SELECT PAYMENT METHOD

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

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

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

**BILLING STATEMENT
OPTIONS:**

[] Email

Email Address: _____

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

[] Mail

C/O: _____

Address: _____

Address con'd _____

City/State/Zip: _____

SIGNATURE: _____

Signature of Producer

Date

AC 60 12 24

LQ1622365 Account #246543
Return to: Team2@ilcasco.com

(Created On: 03/20/2025 09:43 AM)

Page 1 of 1



**Illinois
Casualty
Company**

**INTERLINE FORM
IL PS 01 01 10**

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • Fax: (309) 793-1707 • www.ilcasco.com

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

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

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

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

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Witness Signature

Date

Printed Name of Witness

NEW BUSINESS QUOTATION

Insurance Proposal for:

Fox Social Bar & Grille LLC

Presented by:

Dane Male

Crum-Halsted Agency, Inc.

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

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



**Illinois
Casualty
Company**

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



**Illinois
Casualty
Company**

**LIQUOR LIABILITY
NEW BUSINESS QUOTATION**

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

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

LIQUOR LIABILITY

Illinois Casualty Company

Limits of Insurance

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

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

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

Coverages Provided

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

Other Liquor Liability Endorsements

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


LIQUOR LIABILITY

Illinois Casualty Company

PREMIUM TOTALS

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

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

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles	
	Presenter:	Acting Police Chief Eric Majewski	
Meeting: Liquor Control Commission		Date: May 19, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
<p>Executive Summary (if not budgeted, please explain):</p> <p>Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, is requesting approval of a B-1 liquor license application for their business.</p>			
<p>Attachments (please list):</p> <p>Liquor License</p>			
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.</p>			



Memo

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

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

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

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

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

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Hai Ly

BUSINESS: Pho Ly Saint Charles

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

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

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

INVESTIGATOR ASSIGNED [REDACTED]

SUPERVISOR REVIEW: [REDACTED]



Memo

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

The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for Liquor License Class B-1. Class B-1 licenses shall authorize the retail sale of alcoholic beverages for consumption on the premises of a restaurant and tavern. Pho Ly is located at 305 W. Main Street in St. Charles, Illinois.

Applicant:

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

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

Basset Certificate #23092615 for Hai Ly was also included.

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

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



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

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

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

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

Applicant Interview

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

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

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

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

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

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

Site Inspection

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

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

This concludes this background investigation.

Respectfully submitted

Commander Drew Lamela #340



Quotation for
Liquor Liability Coverage

Quote Number: LL56410Q2025

Date: 04/04/2025

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

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

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

AGENT INFORMATION

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

APPLICANT INFORMATION & POLICY TERM

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

LOCATION INFORMATION

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

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

Quote Number: LL56410Q2025

Date: 04/04/2025

LIQUOR LIABILITY RATING INFORMATION -**Location 1**

Classification	4445	Restaurant	CLASS RECEIPTS	\$25,000
----------------	------	------------	----------------	----------

Rating Territory 110

of Additional Insured 0

COVERAGE OPTION 1(Selected)Liquor Liability Coverage

CSL Per Occurrence Limit \$1,000,000

Aggregate Limit \$1,000,000

Item #1 Premium**Liquor Liability Premium**Optional Endorsements:# 1

Assault and Battery Coverage:

A&B CSL Per Occurrence Limit \$300,000

A&B Aggregate Limit \$300,000

Assault and Battery Coverage Premium \$58

Terrorism Buy Back Included

Optional Endorsement Premium

Total Liquor Liability Premium	\$1,839
	Selected

Quote Number: LL56410Q2025

Date: 04/04/2025

Defense expenses: Covered in addition to the policy limit.

Deductible \$0

Minimum Earned Premium: All policies are subject to greater of short-rated earned premium or \$750 minimum premium.

APPLICABLE FORMS

Mandatory Forms/Endorsements

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

Optional Endorsements

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

LIQUOR LIABILITY POLICY PROVISIONS

Assault and Battery Coverage:

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

Additional Insured Coverage:

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

Terrorism Coverage:

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

Miscellaneous Provisions:

License authority in Illinois: Admitted

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



City of St. Charles License Certification

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

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

Applicant's Signature

4/8/2025
Date

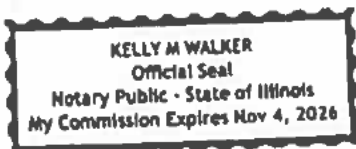
State of Illinois

County of Kane

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

Notary Public

(SEAL)



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

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

BUSINESS CONTACT INFORMATION

Corporate name: **PHO LY SAINT CHARLES LLC**

DBA:

Phone: [REDACTED] Fax:

E-mail: [REDACTED]

Address: **305 W MAIN ST**

City: **SAINT CHARLES**

State: **IL**

ZIP
Code: **60174**

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

TAX PREPARER INFORMATION

Name of Tax Preparer: **JOHN TRAN**

Phone: [REDACTED] Fax:

E-mail:

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

Form **LLC-5.5**

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

FILE # 15188766

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

Filing Fee: \$150

Approved By: JXD

FILED

SEP 06 2024

**Alexi Giannoulias
Secretary of State**

1. Limited Liability Company Name: PHO LY SAINT CHARLES, LLC
2. Address of Principal Place of Business where records of the company will be kept:
305 W. MAIN ST.
SAINT CHARLES, IL 60174
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:
HAI LY
305 W MAIN ST
SAINT CHARLES, IL 60174-1813
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:
LY, HAI
305 W. MAIN ST.
SAINT CHARLES, IL 60174
8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

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



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

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

Services and More Information

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

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

Showing 1 to 1 of 1 entries

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

Congratulations!

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

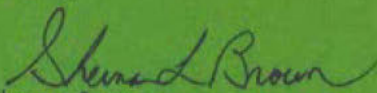
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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

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

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

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 22443249
CARD # 23092815

ServSafe Alcohol® CERTIFICATE



NAME _____
1/6/2023

DATE OF EXAMINATION _____
Card expires three years from the date of examination. Local laws apply.

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

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

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

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

NATIONAL
RESTAURANT
ASSOCIATION

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

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license details

[← RETURN TO SEARCH RESULTS ›](#)

License

License Number

1A-1155521

License Class

1A - RETAILER

Retail Type

ON-PREMISES CONSUMPTION

Sales Tax Account #

44747251

Issue Date

04/30/2024

Expiration Date

04/30/2025

Application Status

Renewal

License Status

Expired

Business

Licensee Name

PHO 92 INC

Business Name

PHO LY, INC

Address

305 W MAIN ST
ST. CHARLES IL, 601741813

County

Type

Restaurant

Owners

LY, MINH OWNER 50.00

TRAN, MONGDEP OWNER 50.00

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

- 39. **Bún Bò Hấp**
Special rice vermicelli with chicken, pork, shrimp, beef and an egg. \$4.99
- 40. **Bún Thịt Hấp Chả Giò**
Vermicelli rice noodles with grilled pork and an egg. \$4.99
- 41. **Bún Bò Hấp Chả Giò**
Vermicelli rice noodles with grilled beef and an egg. \$4.99
- 42. **Bún Thịt Hấp Chả Giò**
Vermicelli rice noodles with grilled chicken and an egg. \$4.99
- 43. **Bún Thịt Hấp Chả Giò**
Vermicelli rice noodles with grilled shrimp and an egg. \$4.99
- 44. **Bún Gà Hấp**
Vermicelli rice noodles with grilled chicken. \$4.99
- 45. **Bún Bò Hấp Đặc Biệt**
Salty house-style special soup with Vietnamese bean sprouts, pork & beef. Served with available upon request. \$4.99
- 46. **Bún Bò**
Noodle, shrimp, pork, beef, vegetables & rice vermicelli. \$4.99
- 47. **Bún Chay**
Vegetarian noodle salad with fried vegetables and beef ribs served on rice vermicelli. \$4.99



Add Any Extra To Your Dish

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

Khai Vị - Appetizers

- 1. **Chả Giò (5 Pcs)** Crispy egg rolls deep fried Vietnamese egg roll filled with ground pork, mushrooms & carrots. \$4.99
- 2. **Gỏi Cuốn (5 Pcs)** Spring roll rice paper wrappers filled with lettuce, meat, bean sprouts, rice vermicelli, pork, shrimp, served with peanut sauce on the side. \$4.99
- 3. **Hấp Chả Giò Fritted** crispy squid. \$2.99
- 4. **Tôm Chả Giò Fritted** crispy shrimp. \$2.99
- 5. **Bánh Trứng Chả Giò** Crispy chicken omelette. \$2.99
- 6. **Chả Giò Chả Bò** Fried chicken wings. \$2.99
- 7. **Chả Giò Chả Bò** Fried chicken wings. \$2.99
- 8. **Bánh Xèo** Vietnamese crispy pancake with shrimp, pork, bean sprouts, lettuce and herbs & served with fish sauce. \$3.99
- 9. **Tôm Hấp Rang Mì** Crispy salad rolls. \$4.99
- 10. **Cá Rang Mì** Crispy salad rolls. \$4.99
- 11. **Cá Chả Bò** Sweet and sour beef tenderloin served with green cabbage & banana blossom. \$4.99



Bánh Mì - Vietnamese Sandwiches

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

- 12. **Bánh Mì Đặc Biệt**
Special Vietnamese sandwiches combination of ham, pork & pork roll, butter and beef cheese. \$2.99
- 13. **Bánh Mì Thịt Hấp Hấp**
Vietnamese sandwich with grilled pork. \$2.99
- 14. **Bánh Mì Thịt Bò Hấp**
Vietnamese sandwich with grilled beef. \$2.99
- 15. **Bánh Mì Bò Hấp**
Vietnamese sandwich with beef stew. \$2.99



- 48. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99
- 49. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99
- 50. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99
- 51. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99
- 52. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99
- 53. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99
- 54. **Bò Hấp Thịt Chả** Rice vermicelli with a combination of shrimp, pork, fish cake & squid. \$4.99

GIẢI KHÁT - Beverages

- 55. **Cà Phê Sữa Đá** Coffee with sweetened with served over ice. \$2.99
- 56. **Nước Dừa** Coconut juice. \$2.99
- 57. **Sinh Tố** Smoothie. \$2.99
- 58. **Sinh Tố** Smoothie. \$2.99
- 59. **Sinh Tố** Smoothie. \$2.99
- 60. **Sinh Tố** Smoothie. \$2.99
- 61. **Sinh Tố** Smoothie. \$2.99
- 62. **Sinh Tố** Smoothie. \$2.99
- 63. **Sinh Tố** Smoothie. \$2.99
- 64. **Sinh Tố** Smoothie. \$2.99
- 65. **Sinh Tố** Smoothie. \$2.99



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Phở - Rice Noodle Soup

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

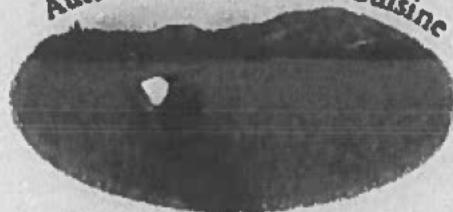
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| 16. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 17. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 18. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 19. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 20. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 21. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 22. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 23. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 24. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 25. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |
| 26. Phở Bò Special Combination Noodle Soup with sliced steak, beef, beef, fish, and chicken, topped with bean sprouts. (Choose rice, vermicelli or both) \$4.99 | Medium \$3.99 | Large \$4.99 |



Authentic Vietnamese Cuisine

Phở Ly

Authentic Vietnamese Cuisine



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

www.PhoLyStCharles.com
630-797-5099

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



CƠM - Steamed Rice

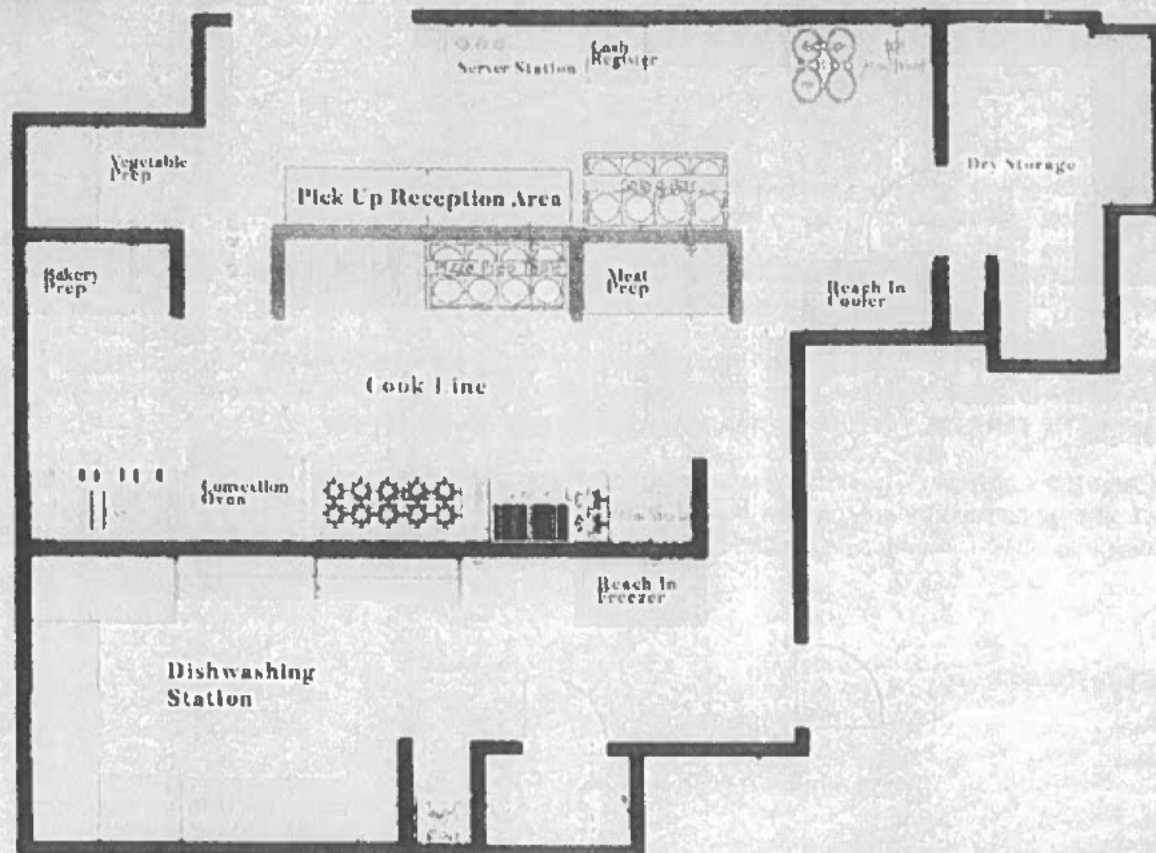
Served with steamed rice & a side of fish sauce.

- 27. **Cơm Sườn Bò Chả**
Grilled pork chop & shredded pork & chicken & steamed pork egg roll. \$4.99
- 28. **Cơm Sườn** Grilled pork chop. \$2.99
- 29. **Cơm Bò Hấp** Grilled beef. \$2.99
- 30. **Cơm Gà Hấp** Grilled chicken. \$2.99
- 31. **Cơm Gà Xào Bò**
Lemon grass chicken. \$2.99
- 32. **Cơm Chả Bò Hấp** (Cà, Hào, Bò, Thịt) Special fried rice (with Chicken, Pork, Beef & Shrimp). \$4.99
- 33. **Cơm Chả Bò Hấp** (Cà, Hào, Bò, Thịt) Special fried rice (with Chicken, Pork, Beef & Shrimp). \$4.99
- 34. **Cơm Bò Hấp** Grilled beef. \$2.99
- 35. **Cơm Sườn Bò Hấp** Grilled beef. \$2.99
- 36. **Bò Lộc Lộc**
Steamed rice with French style fried marinated beef cubes with mushrooms, carrots & cilantro. \$4.99
- 37. **Cá Hấp Chả Bò Hấp**
Deep fried whole red snapper. (Market Price)
- 38. **Cơm Chay**
Vegetarian steamed rice topped with vegetables & steamed rice. \$3.99



Phở Ly

Kitchen Plan

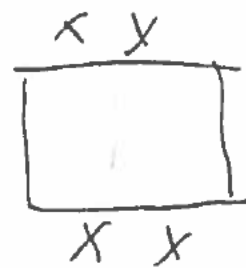
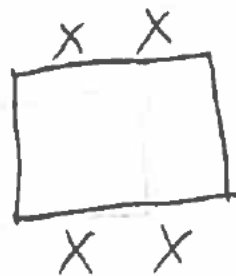
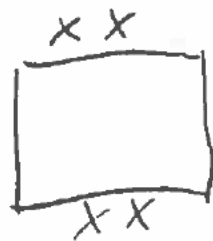
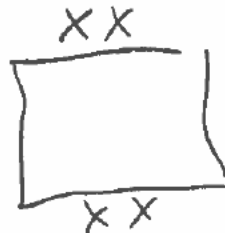
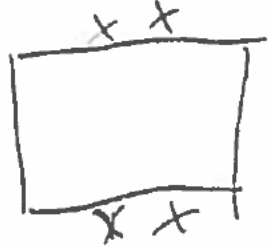
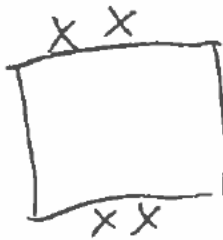
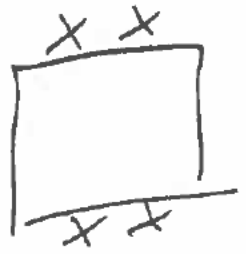
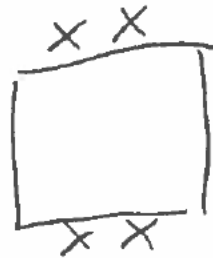
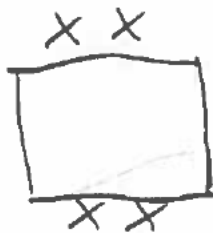
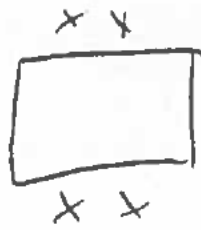
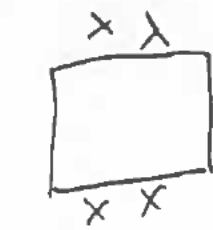


305X

Kitchen

bathroom

door



bar

x

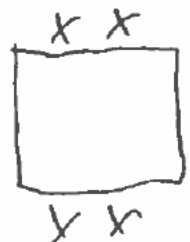
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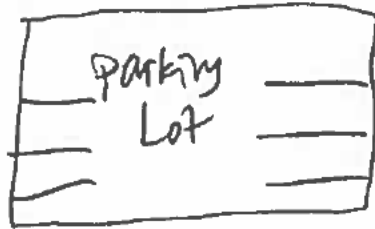
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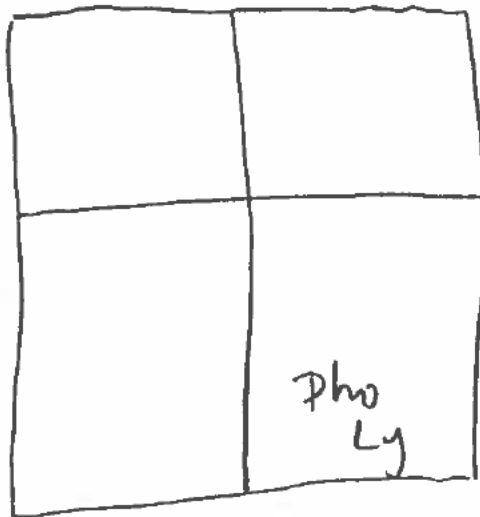
front door



Walnut St



Parking



3rd
St

Main St

LEASE AGREEMENT

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

1. DEFINITIONS.

(a) "Building": 301-305 W. Main Street, St. Charles, Illinois within which the Premises is located and containing approximately 11,852 rentable square feet

(b) "Premises": Approximately 3,290 rentable square feet located at 305 W. Main Street, in the Building, generally outlined on Exhibit "A" hereto.

(c) "Property": The land upon which the Building is situated as described in Exhibit "B".

(d) "Common Areas" means those areas located offsite of the Building designed for the common use and benefit of Landlord and all tenants and occupants, including without limitation, all: sidewalks, curbs, parking lots (if any owned by Landlord) and facilities, access easements, easement areas, means of ingress and egress, truck maneuvering areas, landscaping, irrigation systems, detention ponds, drainage areas, and other related items as may be designated from time to time by Landlord. Common Areas include areas that require repair and maintenance of lighting, irrigation systems and landscaping and snow and ice removal.

(e) "Commencement Date": Earlier of substantial completion of Tenant Improvements, or November 1, 2022.

(f) "Lease Term": The period commencing on the Commencement Date and continuing for sixty (60) calendar months thereafter; provided, however, if the term of this Lease commences on a date other than the first day of a calendar month, the Lease term shall be sixty (60) calendar months plus the remainder of the calendar month in which the Lease is deemed to have commenced.

(g) "Base Rent":

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

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**** Estimated Dates**

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

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

2. LEASE GRANT.

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

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

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

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

3. RENT.

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

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

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

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

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

5. LANDLORD'S OBLIGATIONS.

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

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

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

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

7. OPERATING EXPENSE INCREASES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. **Option to Renew.**

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

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

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

{Signatures on Following Page}

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DATED as of the date first above written.

LANDLORD:

Universe Properties, LLC, an Illinois limited liability company

By: 

Name: SWULZHENKO

Title: MANAGER

Date: NOV 1, 2022

TENANT:

PHD 92 INC

By: 

Name: MINH LY

Title: PRESIDENT

Date: NOVEMBER 1, 2022

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b) Tenant shall have the right to extend the term of the Lease for the entire term of the "Renewal Option" for one (1) additional period of five (5) years (the "Renewal Term") upon the following terms: (i) Tenant is not in default under this Lease, (ii) Tenant has not assigned or sublet any portion of the Lease or Premises and (iii) Tenant is occupying the Premises. Tenant shall exercise the Renewal Option by giving Landlord written notice ("Renewal Notice") at least 180 calendar days, but no more than 270 calendar days, prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeit of the Renewal Option. The Renewal Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "Renewal Term", and all Lease terms shall remain the same, except that (a) no rent abatements, Tenant improvements, Tenant improvement allowances, incentives, options to expand, options to renew the Lease or any other concessions, if any, for the prior Term shall apply to the Renewal Term; (b) the new Base Rent shall not be less than last month of the previous term base rent, and base rent increase must be negotiated based on market rate. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties, and (c) there is no additional renewal option. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties.

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

(Signatures on Following Page) DATED as of the date first above written

LANDLORD:

Universe Properties, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2022

TENANT:

PHO 92, INC.

By: _____
Name: MUHAMMAD
Title: PRESIDENT

Date: OCTOBER 31, 2022

EXHIBIT A

The Premises

Approximately 3,290 rentable square feet

EXHIBIT A
The Premises
Approximately 3,290 rentable square feet



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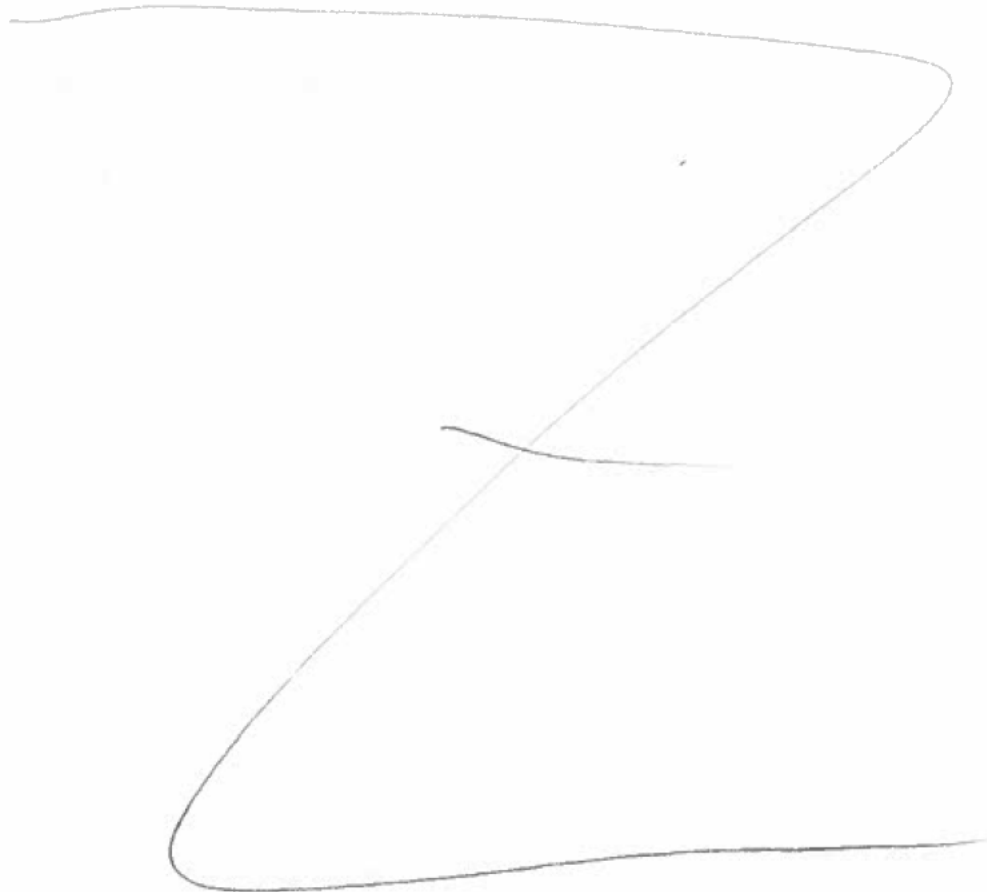
EXHIBIT B
LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL ONE:

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

PARCEL TWO:

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



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**EXHIBIT C
KITCHEN EQUIPMENT**

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

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

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EXHIBIT D
BUILDING RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Except for those exclusively to be used by Tenant's employees, Tenant, without Landlord's prior written consent, shall not operate any coin or token operated vending machines or similar devices for the sale of any goods, wares, merchandise, food, beverages or services, including but not limited to pay telephones, pay lockers, pay toilets, scales, amusement devices or machines for the sale of beverages, food, candy, cigarettes or other commodities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. LULA LIFT (ELEVATOR) USE.

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

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EXHIBIT E
TENANT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

Landlord Initials

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Tenant Initials

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

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

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

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

Landlord Initials

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Tenant Initials

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Schedule I
Tenant Improvements to be Completed by Landlord

1. Deliver the space.

Landlord Initials

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Tenant Initials

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Schedule 2

Tenant Improvements to be Completed by Tenant


- I. Finish Premises to suit.

Landlord Initials

OVG

Tenant Initials

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 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 7
	Title:	Recommendation to Approve a Proposal for a Sound Amplification Permit and a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mt. Saint Mary’s Park on October 18, 2025	
	Presenter:	Acting Police Chief Majewski	
Meeting: Liquor Control Commission Date: May 19, 2025			
Proposed Cost: \$1,252.68 (PD) \$121.48 (PW) \$58.84 (EMA) TOTAL \$1,433.00		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): This is an application request for a Class E-1 Temporary Liquor License, authorizing dispensing and consumption of craft beer on Park District property, as indicated on a proposed 5K road race route. This temporary license is requested for a single, one-day event, to be held on Saturday, October 18, 2025. The event, known as “Hops for Hope 5K,” will take place on October 18, 2025, in Mount St. Mary’s Park from 10:00 a.m. to 4:00 p.m. and extend into Wheeler Park in Geneva. Similar to previous years, the estimated attendance is 1,000 participants. Project Mobility is a Non-for-Profit organization in partnership with the Bike Rack of St. Charles, with the goal of raising funds to provide adaptive cycling for subjects with physical disabilities. Two EMA members will be present to cross traffic on Route 31 and two Officers will oversee the patrons at the beer fest. Event volunteers will monitor alcohol consumption (beer only) and credential runners (all pre-paid and registered) inside the designated consumption areas. They are also expected to have volunteers checking ID’s of registrants prior to entering the alcohol consumption area. Runners will be able to get one 3oz beer during check-in prior to the race start. Runners will then be allowed to sample a 3 oz. beer at each of the six designated stops on the running route. The “beer fest” portion of this event is scheduled to begin at 12:30pm and last until 4 pm. Runners and those registered just for this portion will receive tickets for 18 3 oz. beer samples with their prepaid purchase for consumption inside a fenced-in area near the award tent at the end of the race route. Food for purchase will be available by local vendors. No additional service or beer purchases will be permitted once the attendees use up their tickets. All participants must be 21 or older and each will receive an event-specific wristband confirming their identification and age were verified. Each “beer stop” will be fenced with a single point of ingress and egress. The sample will be issued in a plastic cup which would be disposed of at the stop prior to egress. The event will have a fenced in area in Mt. Saint Mary’s Park that will include a tent, awards stand, and a dispensing area for craft beer. A sound amplification permit has been applied for to accommodate a public address system and a band for event entertainment. This event has been approved by the St. Charles Park District Board.			
Attachments (please list): E-1 Liquor License Application			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary’s Park on October 18, 2025.			

For Office Use
Received:
Fee Paid: \$
Receipt #

NON-REFUNDABLE
CITY OF ST. CHARLES
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



CITY LIQUOR DEALER LICENSE APPLICATION
CLASS E1 – NOT-FOR-PROFIT LICENSE
CLASS E3 – KANE COUNTY FAIR

Pursuant to the provisions of Chapter 5.08, Alcoholic Beverages, of the City of St. Charles Municipal Code regulating the sale of alcoholic liquors in the City of St. Charles, State of Illinois and all amendments thereto now in force and effect.

The undersigned hereby makes application for a Liquor Dealer License, Class E1 – Not-For-Profit License or E3 – Kane County Fair
Commencing Oct. 18, 2025 and ending Oct. 18, 2025
Time Starting 10am and ending 4pm
Location of Event Mt. St. Mary's Park

Name of Business Project Mobility
Address of Business 2930 Lampton Hill Ln Business Phone [REDACTED]
Is the Applicant a Not-For-Profit Organization? Yes
Authorized Agent Katherine Reda Title Director of Events
Has Applicant had a Class E1 License in the previous 365 days? Yes If YES, on what date:
Does Applicant have Dram Shop Insurance? Yes If YES, attach evidence of insurance. ☒

Requirements of a Class E1 / E3 – Not-For-Profit License

1. The Class E1 license fee is \$50.00 per day.
2. A minimum of three (3) liquor supervisors shall monitor liquor service during all times of operation. Please provide a list of all supervisors with this application.
3. Liquor supervisors shall be members of the organization holding the license.
4. Beer and/or Wine are the only alcoholic beverages to be sold.
5. Hours are restricted to 12 noon to 11:00 p.m.
6. Licensee must rope/fence off the licensed premises.
7. Are children/minors permitted in the licensed premises? Y/N
8. Each patron must wear a wristband after having identification checked for legal alcohol consumption age.
9. A sign limited beer and/or wine consumption to the roped off area must be conspicuously displayed at all times.
10. Each server of alcohol must be BASSET certified – need copy of BASSET certification.
11. A copy of site plan diagram to include roped area shall accompany this application.
12. All security/police resources needed shall be attached to this application with approval of the Chief of Police before final issuance by Liquor Commissioner.

Affidavit

State of Illinois)
County of Kane)


I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and are made for the purpose of inducing the City of St. Charles to issue the Liquor Dealer License, Class E1 to me/us for the location hereinbefore indicated; that I/we will not violate the laws of the State of Illinois or the City Ordinances of the City of St. Charles.

Signed: [REDACTED] Signed: [REDACTED]
Sworn to before me this 15th day of MAY, 2025.
Notary Public [REDACTED]



ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER

Approved: [REDACTED] Date: 5/15/25 Chief of Police: [REDACTED]
Approved: [REDACTED] Date: [REDACTED] Liquor Commissioner: [REDACTED]

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 8
	Title:	Hearing Regarding the Denial of Late-Night Permit to Saint Charles Sports, LLC, d/b/a El Santo Mexican Grill and Cantina located at 3615 E. Main St., St. Charles, IL.	
	Presenter:	Acting Chief Majewski	
Meeting: Liquor Control Commission Date: May 19, 2025			
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): <p>The purpose of this hearing is to determine whether the St. Charles Local Liquor Control Commission, pursuant to this authority, shall deny the Late-Night Permit application to Saint Charles Sports, LLC, d/b/a El Santo Mexican Grill & Cantina, located at 3615 E. Main St., St. Charles, IL. If denied, the recommendation will be forwarded to City Council for approval.</p>			
Attachments (please list): Notice of Hearing			
Recommendation/Suggested Action (briefly explain): <p>Hearing regarding the denial of Late-Night Permit to Saint Charles Sports, LLC, d/b/a El Santo Grill and Cantina located at 3615 E. Main St., St. Charles, IL.</p>			

STATE OF ILLINOIS)
) SS
COUNTIES OF KANE AND DUPAGE)

**BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER OF
THE CITY OF ST. CHARLES, ILLINOIS**

IN THE MATIER OF THE LIQUOR)
LICENSE OF:)
)
SAINT CHARLES SPORTS, LLC)
d/b/a EL SANTO MEXICAN) Case Number:
GRILL & CANTINA)
3615 East Main Street)
St. Charles, Illinois 60174)

NOTICE OF HEARING

TO: SAINT CHARLES SPORTS, LLC
d/b/a EL SANTO MEXICAN
GRILL & CANTINA
3615 East Main Street
St. Charles, Illinois 60174

PLEASE TAKE NOTICE THAT on May 19, 2025 at the hour of 4:30 p.m., in the City Council Chambers at the St. Charles City Hall, 2 East Main Street, City of St. Charles, Illinois, 60174, the St. Charles Local Liquor Control Commission shall conduct a hearing pursuant to Chapter 5.08.095 of the Municipal Code of the City of St. Charles and the Liquor Control Act of 1934, 235 ILCS 5/1-1, *et seq.*

The purpose of said hearing shall be to determine whether the St. Charles Local Liquor Control Commission, pursuant to this authority, shall deny your application for a late-night permit, by reason of the Petition in Opposition to Licensee's Request for a Late-Night Permit at the Premises filed by the Acting Chief of Police, Eric Majewski, a copy of which is attached.

AT WHICH TIME AND PLACE YOU MAY APPEAR AND DEFEND. YOU MAY BE REPRESENTED BY AN ATTORNEY IF YOU SO CHOOSE. ANY AND ALL QUESTIONS MUST BE DIRECTED TO THE CITY ATTORNEY, GRIFFIN WILLIAMS MCMAHON & WALSH LLP, AT 630-262-0544 OR TO THE DEPUTY CITY CLERK, MARZENA SHEETS, AT 630-377-4422.

STATE OF ILLINOIS)
) SS
COUNTIES OF KANE AND DUPAGE)

**BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER OF
THE CITY OF ST. CHARLES, ILLINOIS**

IN THE MATTER OF THE LIQUOR)
LICENSE OF:)
)
SAINT CHARLES SPORTS, LLC)
d/b/a EL SANTO MEXICAN) Case Number:
GRILL & CANTINA)
c/o Marwan Taib)
3615 East Main Street)
St. Charles, Illinois 60174)

**PETITION IN OPPOSITION TO LICENSEE'S REQUEST FOR A LATE-NIGHT
PERMIT AT THE PREMISES**

NOW COMES Plaintiff, the St. Charles Police Department, by and through their attorney, GRIFFIN WILLIAMS MCMAHON & WALSH LLP, and for its Petition in Opposition to Licensee's Request for a Late-Night Permit at the Premises, states as follows:

Parties

1. The St. Charles Police Department is a municipal government agency responsible for law enforcement within the jurisdiction of St. Charles, Illinois (the "Plaintiff").
2. Saint Charles Sports, LLC d/b/a El Santo Mexican Grill & Cantina ("Licensee"), is a business located at 3615 East Main Street, St. Charles, Kane County, Illinois 60174 ("Premises"), holding a Type B liquor license issued to it by the City of St. Charles Local Liquor Control Commission under the Illinois Liquor Control Act.

Jurisdiction

3. The City of St. Charles Local Liquor Control Commission ("LLCC") is the duly

appointed authority responsible for the enforcement of the Illinois Liquor Control Act and the Municipal Code, City of St. Charles, Illinois within St. Charles, Kane County, Illinois.

4. “The [City of St. Charles] Local Liquor Control Commissioner shall be the Mayor of the City of St. Charles and the Chairman of the Local Liquor Control Commission for purposes of presiding over its meetings. The other four (4) members of the Commission shall be appointed by the Local Liquor Control Commissioner.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .020(A) and (B).

5. “The late night permit is issued as a condition of a Class B-Restaurant License and Class C-Tavern; Bar; Saloon Licenses and authorizes the holder of a Class B, Class C or Class G1 license to apply for either a 1:00 a.m. or 2:00 a.m. late night permit.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(A).

6. “Any application and recommendation for a new or renewal of a late-night permit, shall be reviewed by the Liquor Control Commission.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(F).

7. “Upon receipt of a new or renewal application [of a late night permit, the] * * * application shall be forwarded to: (1) Chief of Police (2) Fire Department (3) Finance Department (4) Community Development Department.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(D).

8. These city departments “will review any infractions of any city code, reflecting negatively on the license holder, that should be taken into account by the Liquor Control Commission and City Council. That information shall be returned to the Liquor Commissioner for review.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(E)

9. “In addition, the Chief of Police shall cause a review of the police-related activity which

will support a recommendation * * * on whether the late-night permit shall be issued * * *. The Chief of Police shall forward the recommendation to the Liquor Commissioner.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(E)

10. “The Liquor Control Commission may recommend the issuance or denial of a requested late-night permit for 1:00 a.m. or 2:00 a.m. or a reduction in hours based on the cause to the City Council for final decision.” Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(K).

Nature of Action

11. This is a petition submitted by the St. Charles Police Department to the City of St. Charles Local Liquor Control Commission in opposition to Licensee’s application for a late-night permit for the Premises.

12. Plaintiff objects to the issuance of the late-night permit on the grounds that the Premises are currently in violation of multiple building codes and safety regulations.

13. As detailed below, Licensee has failed to remedy serious structural, electrical, and safety violations despite notice and opportunity to do so.

14. Plaintiff therefore respectfully requests that the City of St. Charles Local Liquor Control Commission deny Licensee’s requested late-night permit.

Factual Allegations

15. Licensee has applied for a renewal of the late-night permit for the Premises.

16. On or around April 30, 2025, Acting Chief of the St. Charles Police Department, Eric Majewski, recommended against the renewal of the late-night permit due to the code violations observed during various inspections that were conducted at the premises.

17. As of the date of this Petition, two code violations are outstanding at the Premises,

namely: (a) Section 1010.2.9 of the IFC, as alleged in ¶¶55-56; and (b) Section 606.3.3 of the IFC, as alleged in ¶¶61-62.

Code Enforcement Inspections at the Premises

18. The City of St. Charles has adopted the provisions of the 2021 International Building Code (the “IBC”), as incorporated by reference in the Municipal Code, City of St. Charles, Illinois, Title 15, Chapter 15.04, Section .010.¹

19. The City of St. Charles has also adopted the provisions of the 2021 International Property Maintenance Code (the “IPMC”), as incorporated by reference in the Municipal Code, City of St. Charles, Illinois, Title 15, Chapter 15.40, Section .010.²

20. Therefore, both the IBC and the IPMC are applicable within the City of St. Charles.

21. On or around February 16, 2024, the City of St. Charles Building & Fire Departments, along with the Kane County Health Department (collectively, “Code Enforcement”), conducted an inspection of the Premises, during which several various code violations were observed.

22. On or around November 8, 2024, Code Enforcement conducted a reinspection, during which several of the previously cited code violations had been corrected, while additional new code violations were identified. Licensee was given a compliance date of December 20, 2024, to correct all outstanding violations.

23. On or around March 18, 2025, Code Enforcement conducted another reinspection of the Premises, during which it observed fifteen new code violations, in addition to several of the previously identified code violations that had not been remedied.

24. The following paragraphs identify each of the code violations that were pending at the

¹ The City of St. Charles adopted the IBC with certain local amendments. These amendments do not apply to the issues raised in this Petition unless noted accordingly.

² The City of St. Charles adopted the IPMC with certain local amendments. These amendments do not apply to the issues raised in this Petition unless noted accordingly.

Premises as of March 18, 2025, with each set of violations preceded by a citation to the relevant code provision.

25. Section 105.1 of the IBC states as follows:

Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*. (Emphasis in original.)

26. During the February 16, 2024 inspection, Code Enforcement determined that Licensee had replaced a water heater on or around May 26, 2023, without the proper permits to do so, in violation of Section 105.1 of the IBC.

27. Code Enforcement instructed Licensee to hire a licensed plumber to obtain the proper permits and make the necessary repairs to bring the water heater into compliance with the Illinois State Plumbing Code.

28. As of the March 18, 2025 inspection, Licensee had not taken any corrective action to remedy this violation.

29. During the November 8, 2024 inspection, Code Enforcement observed that the exterior of the Premises had electrical lighting, conduit, and electrical boxes installed without the proper permits to do so, in violation of Section 105.1 of the IBC.

30. Code Enforcement instructed Licensee to hire an electrician to obtain the proper permits and make the necessary repairs to bring the electrical installation into compliance with the National Electrical Code.

31. As of the March 18, 2025 inspection, Licensee had not taken any corrective action to remedy this violation.

32. Section 504.3 of the IPMC states as follows: “Plumbing system hazards. Where is it found that a plumbing system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.” (Emphasis in original.)

33. As a result of the February 16, 2024 inspection, a plumbing inspector report was issued to Licensee identifying certain necessary repairs that were required to bring the plumbing system in compliance with Section 504.3 of the IPMC.

34. As of the March 18, 2025 inspection, Licensee had not taken any corrective action to remedy this violation.

35. Section 505.3 of the IPMC states as follows: “Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.”

36. As a result of the February 16, 2024 inspection, a plumbing inspector report was issued to Licensee identifying certain necessary repairs that were required to bring the water supply system in compliance with Section 505.3 of the IPMC.

37. As of the March 18, 2025 inspection, Licensee had not taken any corrective action to remedy this violation.

38. Section 504.1 of the IPMC states as follows: “General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.”

39. As a result of the November 8, 2024 inspection, the plumbing inspector reported that three of the employee sinks needed to be repaired, as there was only one operable employee sink. All sinks need to be operable to be in compliance with Section 504.1 of the IPMC.

40. As of the March 18, 2025 inspection, Licensee had not taken any corrective action to remedy this violation.

41. Section 304.13.1 of the IPMC states as follows: "Glazing. Glazing materials shall be maintained free from cracks and holes."

42. During the November 8, 2024 inspection, Code Enforcement observed a broken window on the north side of the building near the dining hall, in violation of Section 304.13.1 of the IPMC.

43. As of the March 18, 2025 inspection, Licensee had not taken any corrective action to remedy this violation.

44. Section 605.1 of the IPMC states as follows: "Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner." (Emphasis in original.)

45. During the March 18, 2025 inspection, Code Enforcement made the following observations of the exterior of the Premises, in violation of Section 605.1 of the IMPC. These were new violations that were not present at the previous inspections:

- a. In the patio area, the lights were hanging improperly, resulting in exposed electrical components.
- b. In the patio area, Licensee was using extension cords to supply power to lights.

Licensee was instructed to discontinue the use of the extension cords in this manner.

- c. The south side of the building contained an electrical conduit with exposed electrical wiring and no lighting fixture attached, creating an open electrical hazard.
- d. The south side of the building contained a gutter light on the top of a wall that was not properly installed. Licensee was instructed to repair the gutter light.

46. During the March 15, 2025 inspection, Code Enforcement made the following observations in the interior of the Premises, in violation of Section 605.1 of the IMPC. These violations were also not present at the previous inspections:

- a. On the south wall, an extension cord was running from the ceiling to provide lighting for a plant below.
- b. Licensee was using extension cords to supply power to permanent lighting over the windows.
- c. The EXIT lighting was inoperable.
- d. On the south side of the kitchen by the storage racks, three ceiling lights needed to be replaced.
- e. In the southwest corner of the kitchen, an extension cord was hanging over the sink.
- f. In the southwest freezer of the kitchen, the ceiling light needed to be repaired.
- g. In the middle freezer of the kitchen, one of the light covers was damaged and needed to be replaced.
- h. In the north freezer of the kitchen, one ceiling light needed to be repaired.
- i. Four lights above the grill needed to be repaired.

47. Section 304.7 of the IPMC states as follows:

Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the *structure*. Roof drains, gutters and downspouts shall be

maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. (Emphasis in original.)

48. During the March 15, 2025 inspection, Code Enforcement observed that the roof of the Premises was in need of repair in violation of Section 304.7 of the IPMC. Code Enforcement directed Licensee to apply for and secure the required building permits to complete the work.

49. Section 308.1 of the IMPC states as follows: “Accumulation of rubbish or garbage. *Exterior property and premises*, and the interior of every *structure*, shall be free from any accumulation of *rubbish* or garbage.” (Emphasis in original.)

50. During the March 15, 2025 inspection, Code Enforcement observed trash, rubbish, and garbage scattered around the exterior of the Premises, particularly on the north side, in violation of Section 308.1 of the IPMC. Code Enforcement instructed Licensee to remove these items.

St. Charles Fire Department Inspections at the Premises

51. The City of St. Charles has adopted the provisions of the 2021 International Code Council International Fire Code (the “IFC”), as incorporated by reference in the Municipal Code, City of St. Charles, Illinois, Title 15, Chapter 15.28, Section .010.

52. On or around March 25, 2025, the St. Charles Fire Department (the “Fire Department”) conducted an inspection at the Premises.

53. During the inspection, the Fire Department identified eight IFC violations and notified Licensee, providing instructions for corrective action.

54. On April 16, 2025, the Fire Department conducted a reinspection of the Premises.

55. The following paragraphs identify each of the IFC violations that were pending at the Premises as of April 16, 2025, with each violation preceded by a citation to the relevant code provision.

56. Section 1010.2.9 of the IFC states, in relevant part, as follows: “Panic and fire exit hardware. Swinging doors serving a Group H occupancy and swinging doors serving rooms or spaces with an occupant load of 50 or more in a Group A or E occupancy shall not be provided with a latch or lock other than panic hardware or fire exit hardware.”

57. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department observed that the automatic door closer for the north leaf of the double doors at the main entrance to the Premises was detached from the frame, causing the door to swing open violently in the wind, in violation of Section 1010.2.9 of the IFC.

58. Section 1103.7 of the IFC states, in relevant part, as follows: “Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 1103.7.1 through 1103.7.6 and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by other sections of this code.”

59. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department determined that the annunciator panel at the main entrance located on the east side of the Premises was not functional, in violation of Section 1103.7 of the IFC.

60. Section 3103.12.6.1 of the IFC states, in relevant part, as follows:

Exit sign illumination. Exit signs shall be either listed and labeled in accordance with UL 924 as the internally illuminated type and used in accordance with the listing or shall be externally illuminated by luminaries supplied in either of the following manners: 1. Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less. 2. Two separate sources of power, one of which shall be an approved emergency system, shall be provided where the occupant load exceeds 300.

61. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department observed

that the exit sign in the dining room near the main entrance was not illuminated, in violation of Section 3103.12.6.1 of the IFC. The Fire Department informed Licensee that the light needed to be repaired.

62. Section 606.3.3 of the IFC states as follows: "Cleaning. Hoods, great-removed devices, fans, ducts and other appurtenances shall be cleaned at intervals as required by Sections 606.3.3.1 through 606.3.3.3.

63. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department observed that the hood and duct in the kitchen had not been cleaned, and the required baffle was missing, in violation of Section 606.3.3 of the IFC.

64. Section 901.4.7.2 of the IFC states as follows: "Marking access doors. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 2 inches (51 mm) with a minimum stroke of 3/8 inch (10 mm)."

65. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department identified that the outside access sprinkler door was not appropriately labeled "Sprinkler" in 2-inch lettering with contrasting color, in violation of Section 901.4.7.2 of the IFC.

66. Section 903.4 of the IFC states as follows: "Testing and Maintenance. Sprinkler systems shall be tested and maintained in accordance with Section 901."

67. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department observed that the sprinkler system valve located in the exterior sprinkler room was actively leaking, in violation of Section 903.4 of the IFC. The Fire Department warned Licensee that, if the necessary repairs were not made, the valve could fuse.

68. During the April 16, 2025 inspection, the Fire Department further noted that the sprinkler

system valve leak had worsened and was more severe than previously observed.

69. Section 904.3.1 of the IFC states as follows: “Installation. Electrical wiring shall be in accordance with NFPA 70.”

70. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department observed that the fluorescent light fixture inside the beer cooler had exposed wiring, in violation of Section 904.3.1 of the IFC. The Fire Department informed Licensee that the exposed wiring needed to be covered.

71. Further, the jukebox was being powered by an extension cord; however, to comply with Section 904.3.1 of the IFC, a permanent electrical outlet and conduit were required for safe and code-compliant operation.

72. Additionally, during the April 16, 2025 inspection, the Fire Department discovered a new issue that it had not observed during previous inspections. Specifically, an exterior light fixture above the rear kitchen exit also had exposed wiring

73. Section 914.2.4 of the IFC states as follows: “Fire department access to equipment. Rooms or areas containing controls for air-conditioning systems, automatic fire-extinguishing systems, automatic sprinkler systems or other detection, suppression or control elements or fire protection systems shall be identified for use by the fire-department.”

74. During the March 25, 2025 and April 16, 2025 inspections, the Fire Department observed that employees had parked in front of the gated rear entry door on the west side of the Premises, in violation of Section 914.2.4 of the IFC. This gated door provides critical access to both the rear of the building and the exterior sprinkler room in the event of an emergency and should not be blocked.

Grounds for Denial of the Request to Renew the Late-Night Permit

75. Despite repeated notice, Licensee has not brought the Premises into compliance with applicable building codes.

76. Further, Licensee is responsible for the acts of its employees, officers, and agents, and is required to ensure that no violations of the ordinances of the City of St. Charles take place on the Premises.

Conclusion

WHEREFORE, Plaintiff, The St. Charles Police Department, requests, pursuant to Municipal Code, City of St. Charles, Illinois, Title 5, Chapter 5.08, Section .095(J) and (K), that the Local Liquor Commission hold a hearing on this matter and deny Saint Charles Sports, LLC d/b/a El Santo Mexican Grill & Cantina's request for a late-night permit and for such further relief as the Local Liquor Commission shall deem appropriate under the circumstances.



Clint Hull – Mayor

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CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing Notice of Hearing and Petition in Opposition to Licensee's Request for a Late-Night Permit at the Premises to Saint Charles Sports, LLC d/b/a El Santo Mexican Grill & Cantina, 3615 East Main Street, St. Charles, Illinois 60174, by personal delivery, on May 14th, 2025, at 8:15 p.m.

[Redacted Signature]
Printed Name: Brad Schumacher #331

Date: May 14th, 2025

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 14th day of May, 2025

[Redacted Signature]
Notary Public



Person Served:

Received By: Hugo Salas

Printed Name: [Redacted Signature]