

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4f

Title:

Recommendation to approve a Proposal for a B1 Liquor License Application for Burritos Los Asaderos, Inc. Located at 2400 E. Main Street, Suite 112, St. Charles.

Presenter:

Police Chief James Keegan

Meeting: Government Operations Committee Date: November 19, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

This is a new liquor license request for former A'Salute location, which is located at 2400 E. Main Street, Suite 112. This owner also owns and operates Burritos and Guacamole, located at 818 E. Main Street in St. Charles. They do not have a liquor license for that location.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, November 19, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on December 3, 2018 for final approval.

Attachments *(please list):*

Summary, Memo, Liquor License Application, Lease, Certificate of Insurance, Floor Plan

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for a B1 Liquor License Application for Burritos Los Asaderos, Inc. located at 2400 E. Main Street, Suite 112, St. Charles.



Memo

Date: 11/13/2018

To: The Honorable Ray Rogina, Mayor - Liquor Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation – Burrito Los Asaderos-2400 E. Main Street #112 (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.

As you're aware, this site operated as a longstanding St. Charles bar/restaurant/bar that for many years also possessed a liquor license (A 'Salute). Due to an unfortunate death, the bar ceased operation and ownership changed hands. As a result, this location now operates as restaurant; initially as a breakfast/lunch location and now, as a burrito house. The owner/operator is looking to expand business operations to include on-site alcohol sales.

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 the site location of a liquor license, but did discover some derogatory information on the owner of record; albeit from several years. Several arrests were discovered from the mid-1990's and the early 2000's. Each case was dropped by the prosecutor's office and not prosecuted with the exception of a DUI arrest from 2000. There was also some inappropriate behavior involving a female co-worker from 2009 that was not prosecuted in Aurora.

In reviewing all of the associated police reports and in talking with the applicant, we feel that his lack of criminal convictions (only one from 2000/DUI) and the amount of time that has surpassed since his questionable conduct (about 9-years since the Aurora incident and 18-years since his last arrest), he has matured enough to possess a liquor license with the proper admonishment (St. Charles enforces liquor code violations with zero tolerance).


As always, the decision to grant a liquor license is at the sole discretion of the City Council. Thank you in advance for your consideration in this matter.



Memo

Date: 11/12/18

To: Chief Keegan

From: Commander Pierce 

Re: Liquor License Background, Burrito Los Asaderos 2400 E. Main St #112.

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted by Yummy Place Burrito Los Asaderos Inc. d/b/a, Burrito Los Asaderos, for a Class B-1 liquor license. This business is located at 2400 E. Main Street #112.

Applicant:

Aleman, Rodolfo.



Application:

The application was received on or around 10/29/18. The application appears to be complete, including a floor plan and business plan.

There is an attached lease that is signed as the business is currently operating as a restaurant without a liquor license. A Certificate of Liability for Illinois Liquor Liability insurance was also included. Aleman holds a valid BASSET Certification and a copy has been provided with the application.

Records Checks:

Aleman has been fingerprinted. Responses from both the FBI and Illinois Bureau of Identification show the following arrests; a Domestic Battery by Bellwood PD on 02/28/95. No disposition was provided. DUI by Lombard PD on 02/21/00. This arrest showed a disposition of guilty. An arrest by Hanover Park PD on 12/25/00 for Domestic Battery and Criminal Sexual Assault. A query of Du Page County Circuit Clerk showed all charges for this case involving the Sex Assault were Nolle Pros, which means the charges were dropped. Due to the age of the report, Du Page does not have all the documentation; however it looks as though the charges were dropped due to the victim

Service, Courage, Professionalism, Dedication



not appearing in court. A Copy of the Hanover Park Police report is attached. The last arrest was for Battery/Bodily harm by Carol Stream PD on 05/27/04. The disposition of this case showed Nolle Pros. I called Carol Stream PD who advised they no longer have record of this incident after switching to a new records management system in 2006. Du Page County Circuit Clerk does not have this arrest listed in their data base.

A check of St. Charles and Kane County records showed no police contacts of concern for Aleman.

A Police records check with Montgomery, and Bolingbrook police departments showed no contacts of concern.

A records check with Aurora PD showed Aleman was the "Offender" in a Battery. According to the report Aleman owned a Restaurant in Aurora in 2009. In the report a female employee accused Aleman of touching her inappropriately several times to include kissing her on the lips without her consent and "smacking" her on her buttocks. When the report was written in August of 2009 the employee wished to sign a complaint. In October of 2009 when the police department followed up with the victim to proceed with charges, she declined to move forward and the case was closed.

A check of the Illinois Liquor Control Commission showed no current license and no record of license revocation.

A check of TLO and I-Clear (law enforcement databases) showed the information concerning Aleman's identity to be accurate. TLO did show a judgment against him in Will County. I checked Will County's circuit clerk's website and found that a subject had sued Aleman and several other people. It looked as though Aleman had to pay \$60,000.00. I-Clear showed Aleman's arrest in Hanover Park.

A check of the Illinois Secretary of State website shows Yummy Place Burrito Los Asaderos Inc. to currently be in good standing.

INTERVIEW WITH APPLICANT:

On 11/05/18 at approximately 8:00am, I met with Aleman at the police department front desk. Aleman advised that he currently runs Yummy Place Restaurant at 2400 E. Main Street #112 (Formally A' Salute). The liquor application indicates the liquor inventory will be approximately \$5,000.00. Aleman has no plans in changing how the business currently operates and would simply like to serve beer, wine, and margaritas with meals. Aleman is a U.S. citizen and has lived in Montgomery, Illinois for the past 3 years. Prior to Montgomery, he lived in Aurora, Illinois for a year and Bolingbrook, Illinois for 7 years before that. Aleman has never held a liquor license before. When asked if there was anything in his past that would preclude him from obtaining a license, Aleman said no. Aleman did go on to tell me that many years ago his first wife would get him in trouble a

lot and he had been arrested, but for nothing serious. Aleman said since getting divorced, he has stopped drinking alcohol and has no more legal problems since.

SITE VISIT:

On 11/12/18, I visited the location. The first thing I noticed was the Yummy's sign was gone and now the sign "Los Asaderos" hung in its place. Inside I found the business lay out to be exactly as the floor plan provided with the application. During the site visit I met with Aleman. I asked Aleman about the Will County judgment. Aleman claimed that he bought a grocery store in Bolingbrook with his former wife, her brother and her sister. He said the group bought the business on a handshake agreement, but in the end the previous owner tried to get more money. Aleman said he was ordered to pay \$60,000.00. I asked about the Sex Assault arrest in Hanover Park. Aleman admitted it was him, but he did not touch the victim. Aleman said the charges were dropped when the victim did not show up. Aleman then said the victim told the judge she lied to have him arrested and the judge dismissed the case. I asked him about the arrest for Battery in Carol Stream. Aleman said he was at work when a fellow employee and he got into an argument. During the argument Aleman said the other employee tried to stab him with a knife so he defended himself and Battered the subject. Aleman said since these contacts with the police he has obtained his U.S. citizenship in 2006 (See attached) and has had no other problems. At this time I did not have the Aurora Police report therefore I did not ask him about this report.

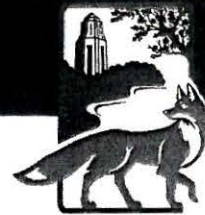
Aleman and I spoke about where he would be storing the alcohol that he would be serving. At first Aleman said he wanted a cooler out on the dining room floor near the cash register. I told Aleman this was not acceptable due to the fact that anyone would have access to the alcohol. I told him he would need to store everything behind the counter. I advised him that only persons 21 and older who were Bassett trained could serve the alcohol. Aleman said he understood.

When asked about the name change on the building, Aleman said he initially opened the business for/with his cousin, who soon backed out saying he didn't want to run the business. He said now the business will be Burrito Los Asaderos.

This concludes this background investigation. Recommend approval.

CP

City of St. Charles, Illinois Liquor Control Commissioner
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION
APPLICATION FEE IS NON-REFUNDABLE



Incomplete applications will not be accepted.

Completed applications may be submitted to:

Two East Main Street, St. Charles, IL 60174-1984

Date Application Received: _____ ☒ New Application ☐ Renewal Application

APPLICATION CHECKLIST

Check items to confirm all are attached to this application	Applicant	Office Use Only
Application Fee	<input type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits .	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <ul style="list-style-type: none"> <input type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan 	<input type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary for this business.	<input type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input type="checkbox"/>	<input type="checkbox"/>

OFFICIAL USE ONLY

☐ Approved* ☐ Denied Date Approved/Denied: _____ Customer Number: _____

Signature of Mayor, Liquor Control Commissioner

Date Issued

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

07.05.2016

APPLICANT INFORMATION

A. Type of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other (explain):

B. Business Name: **Yummy Place Burrito Los Asaderos Inc**

C. Business Address: **2400 E Main St. St. Charles IL 60174**

D. IL **[REDACTED]** E. Business Phone: **331 901 5099** F. Business E-mail: **[REDACTED] N/A**

H. Contact Person: **Rodolfo Aleman** I. Title: **President** J. Phone No.: **[REDACTED]**

K. If Corporation, Corporation Name: **Yummy Place Burrito Los Asaderos Inc**

L. Corporation Address (city, state, zip code): **2400 E. Main St. St. Charles IL 60174**

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Type of Establishment: ☐ Package ☒ Restaurant ☐ Tavern ☐ Hotel/Banquet/Arcada/Q-Center ☐ Other

B. Address applying for liquor license (exact street address): **2400 E Main St. #112** C. Number of Parking Spaces: **200** D. Outside Dining s.f. [17.20.020-R]: **N/A** E. Holding Bar s.f. [5.08.010-F]: **700**

F. Total Building s.f.: **2,500** G. Total Number of Seats: **80** H. Number of Bar Seats: **8** I. Sale Counter s.f.: **200** J. Live Entertainment Area s.f. [5.08.010-H]: **N/A**

K. Kitchen s.f.: **700sq** L. Cooler s.f.: **50** M. Dry Storage s.f.: **30** N. Seating Area s.f.: **1500** O. Retail/public Area s.f.: **1500** P. Service Bar s.f. [5.08.010-O]: **N/A**

Q. Brief Business Plan description based on type of establishment listed above:

Mexican Restaurant Requesting Liquor License

MANAGER INFORMATION

Full Name, include middle initial: **Rodolfo Aleman** Title: **President**

Birthdate: **[REDACTED]** Birthplace: **Zacatecas** Driver's License#: **[REDACTED]** Home Phone: **[REDACTED]**

Home Address: **[REDACTED]**

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address:

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address:

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:****CLASS B LICENSES**

- | | |
|----|--|
| 1. | Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following (<i>check off once complete</i>): <ul style="list-style-type: none">a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.** |
| 2. | The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license. |
| 3. | A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. |
| 4. | It shall be unlawful for any Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

CLASS C LICENSES

- | | |
|----|---|
| 1. | Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following (<i>check off once complete</i>): <ul style="list-style-type: none">a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;b. The designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided;c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.** |
| 2. | The site drawing is subject to the approval of the Local Liquor Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the same on the approved site drawing or as provided on the face of the license. |
| 3. | A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. |
| 4. | It shall be unlawful for any Class C licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

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

CORPORATION / PREMISES QUESTIONS

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization: <i>Rodolfo Aleman, Chicago IL, 2006</i></p>
2.	<p>List the type of business of the applicant (5.08.070-3): <i>Restaurant</i></p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): <i>15 years</i></p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ <i>\$5,000</i></p>
5.	<p>Location/address and description of business to be operated under this applied for license (5.08.070-6): <i>2400 E main St. St. Charles IL 60174</i> <i>Suite #112</i></p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: <i>Foxboro Plaza Partnership</i></p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>

9.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued.</p>
10.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date building permit was applied for with Building & Code Enforcement:</p>
11.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>
12.	<p>Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
13.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit:</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations: _____</p> <p>Government Unit:</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations: _____</p>
14.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>

15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10):</p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date(s): _____</p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: _____</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

20.

Mandatory: Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station **(5.08.230)**?

☐ Yes ☒ No

COMMENTS/ADDITIONAL INFORMATION

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

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

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

NEW MANAGEMENT REQUIREMENTS

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

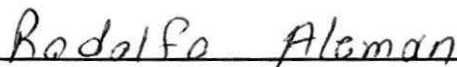
It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

APPLICATION FOR LATE NIGHT PERMIT**SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C****To: St. Charles Liquor Control Commission****Date:**

I now possess or have applied for a liquor license Class

Applicant's Name:**Name of Business:****Business Address:****Business Phone:****SUPPLEMENTAL PERMIT APPLIED FOR****Payment of Late Night Permit fee is required at the time the permit is issued.**☐ 1:00 a.m. Late Night Permit – fee of \$800.00☐ 2:00 a.m. Late Night Permit – fee of \$2,300.00**NOTE:** Other permits that may be available upon request include:

- Class E – Special Event License (1 to 3-day event @ \$100.00 per day)
- Outdoor Dining Permit (Contact Community & Economic Development @ 630.377.4443)

SIGNATURES**Applicant's Signature**☐ Liquor Commissioner hereby directs City Clerk to issue permit indicated above._____
Liquor Commissioner's Signature_____
Date

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date: 11/12/18

Name of Applicant: RODOLFO ALEMAN

Name of Business: BURRITO LOS ASADEROS

Address of Business: 2400 E. MAIN ST. #112 ST. CHARLES IL

Ward Number: 2

To Liquor Control Commissioner, City of St. Charles, Illinois

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

1. Date on which applicant will begin selling retail alcoholic liquors at this location:

AS SOON AS LICENSE IS ISSUED

2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? ☐ Yes ☒ No

3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? ☐ Yes ☐ No

If yes, answer a, b and c:

- State the kind of such business:
- Give date on which applicant began the kind of business named at this location:
- Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?

☐ Yes ☐ No

4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? ☐ Yes ☐ No

If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? ☐ Yes ☐ No

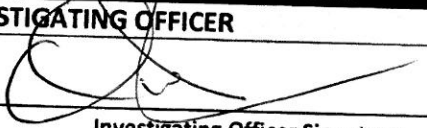
5. Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? ☐ Yes ☒ No

6. Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.) ☐ Yes ☒ No

7. If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: ☒ Yes ☐ No RESTAURANT

8.	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.	Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10.	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11.	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:
13.	Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by: <u>SCP</u> Date: <u>11-02-18</u>
14.	Other necessary data:

SIGNATURES
ENDORSEMENTS AND APPROVALS
INVESTIGATING OFFICER


Investigating Officer Signature

323 Commander
Badge Number & Rank

ENDORSEMENT OF THE CHIEF OF POLICE
Recommend Issuing Liquor License: ☐ Yes ☐ No

Signature Of Chief of Police

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2018

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

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

PRODUCER American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	CONTACT NAME: American Family Insurance - Business Insurance	
	PHONE (A/C, No, Ext): 866-908-0626	FAX (A/C, No):
	E-MAIL ADDRESS: service@amfambusinessinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Midvale Indemnity Company	27138
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 9181110107538289051106 REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	BPP1031991	11/06/2018	11/06/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	N/A					OTH-ER
	(Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE
							AGGREGATE

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

-Cooking Restaurant

CERTIFICATE HOLDER

CITY OF ST. CHARLES 2 E. MAIN ST ST. CHARLES, IL 60174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sides

HUARACHE

An oblong fried corn base topped with refried beans, ground beef, lettuce, tomato, onion, cheese, and salsa. 6

SOPE

Thick tortilla with a crispy exterior and with a soft interior. Topped with ground beef and veggies. 5

GUACAMOLE WITH CHIPS

Creamy avocado with tomato, onion, jalapeno, garlic, and cilantro. 7

NACHOS SUPREME

Tortilla chips topped with cheese, onion, tomato, olives, and sour cream. 10

GORDITA

Cheese, ground beef, and veggies, stuffed in a corn dough and fried. 5



SOUP

9

A la Carte

SANDWICHES / TORTA'S

Served with lettuce, tomatoes, sour cream and avocado

- ◆ Breaded Beef / Milanes
- ◆ Marinated Pork / Pastor
- ◆ Steak / Asada
- ◆ Cuban / Cubana
- ◆ Chicken / Pollo
- ◆ Hawaiian / Hawaiiana



SOPES, GORDITAS, HAURACHES, & QUESADILLAS

Choose your favorite ingredient

- ◆ Steak / Asada
- ◆ Tongue / Lengua
- ◆ Fried pork skins / Chicarron
- ◆ Pork / Pastor
- ◆ Ground beef / Carne Molida
- ◆ Chipotle Chicken / Tinga
- ◆ Veggies



TACOS

Choose your favorite ingredient

- ◆ Steak / Asada
- ◆ Tongue / Lengua
- ◆ Fried pork skins / Chicarron
- ◆ Pork / Pastor
- ◆ Chicken / Pollo
- ◆ Vegetables / Vegetales
- ◆ Ground Beef / Carne Molida
- ◆ Beef head / Cabeza



Drinks / Bebidas

- ◆ Horchata
- ◆ Coca-cola
- ◆ Jamaica
- ◆ Jarritos



TAMPIQUENA

Carne a la tampiqueña is one of the most popular meat dishes in Mexico. Each ingredient was given a meaning that represents the region of its founding; Huasteca, Mexico. 14



GRILLED SKIRT STEAK

Tender and juicy carne asada that is grilled to perfection. 13



TAMALES

Pork filled corn dough that's steamed in a corn husk 11



GRILLED STEAK & SHRIMP COMBO

Tender and juicy skirt steak paired with our sizzling' shrimp. 18



CHIMICHANGA

A deep fried burrito. Choose from steak, chicken, ground beef, pork, tongue, beef head, fried pork skins, or vegetarian. 11

BURRITO

Choose your favorite protein. Steak, chicken, ground beef, pork, tongue, beef head, fried pork skins, or vegetarian. 11



TACO

Choose your favorite protein or mix and match. Steak, chicken, ground beef, pork, tongue, beef head, fried pork skins, or vegetarian. Includes 3 tacos. 11
A la carte. 2.89



BEEF FAJITAS

Sliced skirt steak grilled with onions, tomatoes, green peppers, and poblano peppers. 17



CHICKEN FAJITAS

Chicken breast grilled with onions, tomatoes, green peppers, and poblano peppers. 15



TORTA

This sandwich is served with lettuce, tomato, sour cream, and avocado. Choose from breaded beef, marinated pork, steak, Cuban, chicken, or Hawaiian. 11
A la Carte 8

ENCHILADAS

This stuffed tortilla is covered in your choice of red (roja) or green (verde) sauce. 11



STUFFED POBLANO PEPPERS

These chargrilled chiles rellenos are stuffed with creamy queso fresco. 11



SHRIMP COCKTAIL

Plump and tender shrimp, cooked, then chilled. Dunk them in our cocktail sauce. 12



MEXICAN DEVILED SHRIMP

*Plump and tender shrimp, cooked, then chilled and tossed in our devil sauce. *Spicy*. 13*



CHILAQUILES

Tortilla chips cooked in salsa and topped with sour cream and cheese. Served with eggs any style. 9



FOXBORO SHOPPING CENTER LEASE

Foxboro\Sanchez Aleman Lease.doc

THIS LEASE is made and entered into as of this 13th day of March, 2018, by and between FOXBORO PLAZA PARTNERSHIP (herein called the "Landlord") and Rosa Sanchez, Individually and Jointly Liable, and Rodolfo Aleman, Individually and Jointly Liable (herein called the "Tenant" all Jointly and Individually Liable).

RECITALS

WITNESSETH: That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE I Leased Premises

1.1 Landlord is the owner of a shopping center ("Shopping Center") and land upon which it is situated, commonly known as Foxboro Plaza, 2400 East Main Street, St. Charles, Illinois 60174, (collectively referred to as the "Premises"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that portion of the Shopping Center commonly known as Unit 111/112 (hereinafter referred to as "Leased Premises") and the right to use the common areas of the Premises including parking area, in common with other tenants of the Shopping Center subject to rules and regulations from time-to-time promulgated by Landlord. Tenant is taking the Premises in an "as is" condition.

ARTICLE II Term

2.1 The Lease shall begin on March 13, 2018 and shall end on February 28, 2023 subject to the terms and conditions hereinafter set forth.

ARTICLE III Rent

3.1 Tenant shall pay to Landlord a gross rent (hereinafter called "Gross Rent") at the following rates per month due before the first day of each month payable to Foxboro Plaza Partnership and sent or delivered to the office of the Landlord located at 311 North Second Street, Suite 304, St. Charles, IL 60174.

<u>Period</u>	<u>Gross Rent Amount Per Month</u>
03/13/18 through 04/30/18	\$ 0.00
05/01/18 through 02/28/19	4,000.00
03/01/19 through 02/29/20	4,120.00
03/01/20 through 02/28/21	4,244.00
03/01/21 through 02/28/22	4,370.00
03/01/22 through 02/28/23	4,502.00

(a) Tenant shall pay the Landlord at the time this lease is signed the first month's (May 2018) Gross Rent of \$4,000.00. Tenant shall pay in addition to the first month's Gross Rent a security deposit hereinafter called "Security Deposit" of \$4,000.00 to be held by Landlord and returned to Tenant at the expiration of the Lease less any amounts retained for damage to the Premises.

(b) In the event that payment of Gross Rent and Impositions is not paid within five (5) days after the same shall be due, Tenant shall pay a late charge of twenty dollars (\$20.00) per day.

ARTICLE IV
Security Deposit

4.1 Tenant herewith has deposited as a Security Deposit with Landlord \$4,000.00 which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this lease. No interest shall be paid on the Security Deposit. The Security Deposit shall not be used by Tenant to pay any month's Gross Rent including the last month.

4.2 If Tenant commits a default hereunder, Landlord at its option may apply said Security Deposit or any part thereof to compensate Landlord for any loss, cost, damage or expense sustained due to such default. Upon Landlord's request, Tenant shall forthwith remit to Landlord cash sufficient to restore said sum to the original sum deposited and Tenant's failure to do so within five days after demand thereof shall be a default under this lease. If at the end of the lease term Tenant is not in default hereunder and the Premises has been put into a condition by Tenant satisfactory to Landlord, the balance of such security deposit shall be returned to Tenant.

ARTICLE V
Use

5.1 The Leased Premises may be used solely for the purpose of a restaurant.

5.2 Tenant shall, in the conduct of its business, as aforesaid, comply with the requirements (including but not limited to zoning laws and ordinances) of all municipal, state and federal authorities which apply to the business conducted upon the Leased Premises, including but not limited to the Americans with Disabilities Act. Tenant shall not permit the Leased Premises to be used for any unlawful purpose and shall conduct its business so that the same shall not be or become a nuisance.

5.3 If alcoholic beverages are to be served on the Premises, Tenant will have to obtain a liquor license from the City of St. Charles and obtain Dram Shop insurance, which will name Landlord as additional insured.

5.4 During the term of this Lease, Tenant hereby covenants and agrees that: (i) it shall at its sole cost and expense comply with all Environmental Laws; (ii) it shall not conduct or authorize the management of any Hazardous Substances on the Premises or Leased Premises, including but not limited to installation of any underground storage tanks without the prior written consent of Landlord first had and obtained; (iii) it shall not dispose of Hazardous Substances in any dumpsters that maybe provided by Landlord for Tenant's use; (iv) it shall not take any action that would subject the Leased Premises and/or the Premises or any part thereof to permit requirements under RCRA for storage, treatment or disposal of Hazardous Substances; (v) it shall not discharge hazardous Substances into any drains or sewers; and (vi) it shall not cause, permit or allow the release of Hazardous Substances on, to or from the Premises/or the Leased Premises.

ARTICLE VI
Improvements by Tenant

6.1 The interior of the Leased Premises may be modified or reconstructed by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications to be prepared by the Tenant's architects; provided, however, that any such modifications or reconstruction (herein called the "Modifications"):

(a) shall be non-structural; and

(b) shall be accomplished and supervised by the Tenant, and be subject to the prior review and approval in writing by Landlord. Neither Landlord nor Landlord's lender shall have any responsibility with respect to the contract for, the performance of, or the adequacy of any such Modifications.

6.2 Tenant shall promptly upon demand of Landlord, at any time and from time-to-time, pay to Landlord the costs of any and all repaving, resurfacing and other repair work which may be necessary to restore any part of the Premises which are damaged or otherwise affected by the Modifications to their condition immediately preceding the commencement of the Modifications.

6.3 Tenant shall at its cost and expense, obtain all required permits for any Modifications and shall deliver same to Landlord. All of Tenant's improvements shall be in accordance with all building codes and other laws and regulations of governmental bodies having jurisdiction thereover and shall be fully and promptly paid for by Tenant.

6.4 Tenant shall promptly pay all of its contractors and material men so as to prevent the possibility of a lien against the Premises, and should any such lien exist inchoate or be made, claimed or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord, all in the manner and to the extent as may be required by Landlord, or by the title insurance company which is insuring the Landlord's and the mortgagee's title to the Premises as a condition to issuing its guarantee against loss or damage on account of any of said liens. Tenant hereby indemnifies and holds Landlord (and its officers, directors, shareholders and beneficiaries) harmless from and against any claim, demand, action, judgment or expenses (including attorney fees) directly or indirectly relating to or arising out of the Modifications.

6.5 Tenant shall not grant any security interest in any of the improvements to be installed or constructed by it, nor shall Tenant suffer the attachment of any security interest by operation of law or otherwise. All Modifications which are affixed to the Leased Premises shall, at the option of Landlord, be deemed fixtures and shall remain the property of Landlord upon expiration or termination of this Lease.

6.6 During any and all periods during which the Tenant may be modifying or reconstructing the interior of the Leased Premises, the Tenant shall, at the Tenant's sole cost and expense, maintain and provide builder's risk and extended coverage insurance. Such insurance policies shall be in the names of the Landlord, the Landlord's lender and the Tenant as their respective interests may appear, provided, however, that if the Landlord's mortgagee so requests, said policies shall contain standard mortgage clauses satisfactory to the Landlord's lender.

6.7 Subject to applicable laws and ordinances, and the rights of other tenants at the Premises, Tenant shall have the right to place and maintain signs and advertisements on the exterior and interior of the Leased Premises. In any event, all such signs and advertisements shall be further subject to Landlord's prior written approval.

6.8 In the event that the Leased Premises or any portion thereof shall require repair, remodeling, renovation, or reconstruction, or in the event that any new construction shall be required during the term of this lease, to comply with a ruling of the Federal Occupation Safety and Health Act (OSHA), or any health, safety or environmental protection ordinances, insurance regulations or other administrative rules or regulations, such remedial actions viz., repairs, remodeling, renovation, reconstruction or new construction shall be accomplished within the time allowed by OSHA. Tenant shall be fully responsible for all labor and material required to accomplish the aforesaid requirements. However, no structural alterations shall be commenced without first obtaining the consent of Landlord.

ARTICLE VII

Utilities

7.1 Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone, and/or all other utility services used, rendered or supplied to or in connection with the Leased Premises during the entire time that Tenant occupies the Premises.

ARTICLE VIII
Maintenance, Repairs and Condition

8.1 With respect to the Premises or Leased Premises, Tenant agrees to:

(a) Landlord, its agents, employees beneficiaries and its beneficiaries' agents and employees shall not be liable for, and Tenant waives all claims for damage including, but not limited to, consequential damages, to person, property or otherwise sustained by Tenant or by a person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Premises including, but not limited to, claims for damage resulting from: i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep any part of the Premises in repair; (iii) injury done or caused by wind, water or other natural elements including any water leaking from windows or roof; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, water closet, water pipe or drainer; (viii) the escape of steam or hot water; (ix) water, snow or ice in or upon the Premises; (x) the failing of any fixture, plaster or stucco; (xi) damage to or loss by theft or otherwise or property of Tenant or others; (xii) acts or omissions of persons in or upon the Premises or other tenants in the Shopping Center, occupants of nearby properties or any other person other than Landlord; and (xiii) any act or omission of owners of adjacent or contiguous property. All property of Tenant kept in the Leased Premises or on the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

(b) reconstruct, and make all necessary repairs to the interior necessitate by any change done by Tenant, his employees, or customers;

(c) Maintain and make all necessary repairs and replacements of (i) the heating, air-conditioning and air-cooling equipment and (ii) plumbing and (iii) electrical and (iiii) all other personal property and equipment owned by Landlord and used by Tenant in the operation of the Leased Premises;

(d) do all its own decorating;

(e) make all repairs necessitated by the negligence of Tenant, its agents and employees;

(f) replace all glass broken and damaged;

(g) maintain the Leased Premises in a clean and sanitary condition; and

(h) maintain in full force and affect all business licenses required by applicable law as a condition to doing business in the Leased Premises.

8.2 Tenant has thoroughly inspected the Leased Premises and is familiar with its condition and accepts the same in an "as is" condition. Landlord makes no representations or warranties as to the condition of the Leased Premises or equipment situated therein or as to the suitability of the Leased Premises for the use intended by Tenant and hereby disclaims any responsibility therefore.

ARTICLE IX
Title and Possession

9.1 Landlord covenants that if the Tenant shall perform all of the covenants and provisions of this lease to be performed by the Tenant, the Tenant shall peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises.

ARTICLE X
Default

10.1 (a) Each of the following events shall constitute a default:

(i) If Tenant shall (a) make an assignment for the benefit of creditors, (b) file or acquiesce of a petition in any court (whether or not pursuant to any statute of the United States or of any state), in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, (c) make an application in any such proceedings for or acquiesce to the appointment of a custodian for all or any portion of its property; or

(ii) If any petition shall be filed against Tenant to which Tenant shall not acquiesce in any court (whether or not pursuant to any statute of the United States or any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and (a) Tenant shall thereafter be adjudicated as a bankrupt, or (b) such petition shall be approved by any such Court, or (c) such proceedings shall not be dismissed, discontinued or vacated within thirty (30) days; or

(iii) If, in any proceedings, pursuant to the application of any person other than Tenant to which Tenant shall not acquiesce, a Custodian or trustee shall be appointed for Tenant or for all or any portion of the property of Tenant and such Custodianship or trusteeship shall not be set aside within thirty (30) days after such appointment; or

(iv) If Tenant shall fail to pay any installment of rent, additional rent, or any other charge required to be paid by Tenant hereunder when the same shall become due and payable and such failure to pay shall continue for five (5) days after the same was due and payable, without notice or additional period of grace; or

(v) If Tenant shall fail to timely maintain all insurance required hereunder and deliver evidence thereof to Landlord, without notice or period of grace; or

(vi) If Tenant shall fail to perform or observe any requirement of this lease not hereinbefore specifically referred to on the part of the Tenant to be performed, or observed, and such failure shall continue for ten (10) days after written notice to Tenant specifying such default, or such longer period of time reasonably required to cure such default, provided Tenant is proceeding diligently to cure the same.

(b) Upon the happening of any one or more events of default as set forth in this Section, Landlord may elect to terminate this Lease or to terminate Tenant's right to the use and possession of the Leased Premises without terminating this Lease. Upon either such election by Landlord, Tenant's right to the use and possession of the Leased Premises shall terminate and Tenant shall forthwith quit and surrender the Leased Premises to the Landlord within fourteen (14) days. Notwithstanding any termination of this Lease, together with Tenant's right to the use and possession of the Leased Premises surrender and any entry into possession by Landlord, Tenant shall be subject to all remedies at law or in equity, available to Landlord and Tenant's liability under all of the provisions and conditions of this Lease shall continue; provided, however, Landlord agrees to use all reasonable efforts to relet the Leased Premises (but such obligation shall not include the requirement of the expenditure by landlord or funds for the purpose of modifying the Leased Premises or any improvements thereon) and in the event of such reletting the amount received therefrom shall be applied as a credit against the obligations of the Tenant, monthly, after charging such receipts with Landlord's reasonable expenses of such reletting.

(c) If this lease, or Tenant's right to possession of the Leased Premises shall be terminated as herein provided, Landlord or its agents or employees, may immediately or at any time thereafter re-enter the Leased Premises and remove therefrom Tenant, Tenant's agents, any subtenants and any licensees, concessionaires or invitees, together with any of its or their property, either by summary distress proceedings or by any suitable action or proceedings at law or in equity or by force or otherwise. In the event of

such termination, Landlord may repossess and enjoy the Leased Premises as fully and with the same effect as if this Lease had never been executed. Landlord shall be entitled to the benefits of all provisions of law and/or equity with respect to the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Notwithstanding any such re-entry, repossession, dispossession or removal, Tenant's liability under all of the provisions of this Lease shall continue in full force and effect.

(d) Tenant and Landlord shall pay, within thirty (30) days after notice from the other, all costs and expenses (including attorney fees) incurred by Landlord or Tenant in enforcing or interpreting any obligations of the other after a default by the other party. Additionally, Tenant shall pay to Landlord, within thirty (30) days of notice from Landlord, all reasonable costs (including attorney fees) incurred by Landlord in connection with the reletting of the Leased Premises or in the performance of Tenant's obligations hereunder if the same is due to a default of Tenant under this lease.

ARTICLE XI Assignment and Sublease

11.1 Tenant shall not directly or indirectly, by articles of agreement or otherwise, assign this Lease in whole or in part or sublease the Leased Premises in whole or in part without the prior written consent of Landlord, such consent not unreasonably withheld, not without such consents as may be required by any mortgagee of the Leased Premises. In the event that Landlord consents to such assignment or subleasing, Tenant shall remain primarily liable to perform all of the terms, covenants, conditions and agreements to be performed on the part of the Tenant under this Lease, including but not limited to the payment of rent and other costs and expenses as provided herein. In determining whether or not to consent to an assignment or sublease, Landlord may consider the financial credibility, business background and business acumen of the proposed assignee or sublease, as well as the impact of the assignment or sublease upon percentage rentals expected by Landlord to be received hereunder. If Tenant is a corporation or partnership, the transfer of corporate stock or partnership interests, as the case may be, shall constitute a transfer as to which this Section 12.1 shall be applicable.

ARTICLE XII Fire and Extended Coverage Insurance

12.1 Landlord shall maintain insurance insuring the Premises during the Full Term hereof against loss by fire, vandalism, malicious mischief and such other perils included from time-to-time in standard "All-Risk" fire (with extended coverage endorsement) insurance policies as Landlord's lender. Such insurance shall be maintained in such amounts and with such insurers as shall be reasonably determined by Landlord.

12.2 Such fire and extended coverage insurance shall insure Landlord from loss of rents during any and all periods during which the Leased Premises are untenable due to fire or other casualty for a period of one (1) year and the proceeds of such rent insurance shall be payable to Landlord whether or not the rent due under this Lease shall abate either in whole or in part.

12.3 Tenant hereby releases and discharges Landlord, its licensees, agents and employees of and from any liability to the other and to anyone claiming by, through or under them on account of any loss or damage resulting from or arising out of any fire or other casualty, however causes; provided, however, that the provisions of this Section 13.1 shall be of no force or effect to extent that the same shall invalidate or increase the premium of any policy of insurance owned by Landlord or Tenant.

12.4 In case the Leased Premises shall be rendered untenable during the term of this Lease, by fire or other casualty, Landlord, at its option may elect to terminate this Lease or require the Tenant to repair the Leased Premises within one hundred eighty (180) days thereafter. If Landlord elects to require the repair of the Leased Premises, all proceeds of insurance shall be retained by Landlord and paid to Tenant or Tenant's

contractors and subcontractors as a reimbursement for the cost of such repair. All proceeds of insurance may be disbursed by Landlord through a construction escrow in accordance with the usual and customary escrow instructions available from a title company designated by Landlord. If the Leased Premises shall not be repaired within one hundred eighty (180) days or if Landlord elects to terminate this Lease as permitted in this Section 12.4, then all such insurance proceeds shall be retained by Landlord free and clear of any claims therefore by Tenant and this Lease shall thereupon become null and void.

12.5 Tenant shall maintain its own insurance covering the risk of loss or damage to Tenant's own property.

ARTICLE XIII Liability Insurance

13.1 Landlord shall not be liable for injuries, including accidental death, to any person or damage to any property due to the condition of the Leased Premises or to the occurrence of any accident on or about the Leased Premises as a result of any act or neglect of Tenant or of any other occupant of the Leased Premises or of any other person. Tenant shall be responsible and liable to Landlord for any damage to the Leased Premises and for any act done thereon by Tenant or by any person coming onto the Leased Premises by the license of Tenant, expressed or implied, and Tenant does hereby indemnify and save harmless the Indemnified Parties from any and all liability for any injury, including accidental death, to any person and/or damage to any property resulting from Tenant's use or tenancy of the Leased Premises. Tenant shall protect against Tenant's liability hereunder by maintaining and providing, at Tenant's sole cost and expense, public liability insurance (including but not limited to public liability insurance with respect to all exterior signs) in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including accidental death, to any one person and subject to the same limits for each person, in an amount not less than \$1,000,000.00 on account of any one accident and for damage to property in an amount not less than One Hundred Thousand Dollars (\$100,000.00). Tenant shall, at Landlord's request, increase the public liability insurance limits to such amounts as may be designated from time-to-time by Landlord, or which may be required by Landlord's mortgagee. All such public liability insurance shall be maintained with reputable insurers licensed to do business in Illinois who are rated by Best as AVI or better and who are acceptable to Landlord in its sole discretion, and shall provide that such policies will not be canceled without at least thirty (30) days prior written notice to Landlord and Landlord's lender. Landlord and, if requested, Landlord's lender and other persons designated by Landlord as having a title interest in the Leased Premises, shall be named as an additional party insured on said liability insurance policy. Copies, certificates or other evidence of the maintenance of such insurance policies, as the insurers may customarily issue, shall be delivered to Landlord from time-to-time and at least thirty (30) days to the end of the insuring term of any prior policy in effect.

13.2 Landlord shall maintain such public liability insurance with respect to the Premises as Landlord shall determine in its sole discretion. Such insurance shall not insure any liability of Tenant.

ARTICLE XIV Environmental Matters

14.1 For purposes of this Article XV, the following terms shall have the following meanings:

(a) "Claim" shall mean and include any demand, cause of action, proceeding (whether at law or in equity), or suit for (i) damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, or (ii) the costs of its investigations, feasibility studies, information requests, health or risk assessments, or (iii) removal or remedial actions as defined in CERCLA, and enforcing insurance, contribution or indemnification agreements.

(b) “Environmental Laws” shall mean and include all federal, state and local environmental, health, safety, contamination and clean-up laws, ordinances, regulations and rules now or hereafter enacted.

(c) “Hazardous Substance” shall mean and include any toxic or hazardous waste, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as: “hazardous substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”) as amended, 42 U.S.C. SS9601 et seq., and in regulations promulgated thereunder; “toxic chemicals” in the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. S11001 et seq., and in regulations promulgated thereunder; “hazardous wastes” in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. S6901 et seq., and in regulations promulgated thereunder; any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. S2601 et seq., any “toxic pollutant”: under the Clean Water Act, as amended, 33 U.S.C. S1251 et seq. and in regulations promulgated thereunder; any “hazardous air pollutant”; under the Clean Air Act, as amended, 42 U.S.C. S7401 et seq. and in regulations promulgated thereunder; and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local Environmental Laws.

(d) “Manage” shall mean to generate, manufacture, process, store, use, re-use, treat, refine, recycle, reclaim, blend or burn for energy recover, incinerate, accumulate, transport, transfer, dispose of or abandon Hazardous Substances.

(e) “Release” or “Released” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, injecting, escaping, dumping or disposing of Hazardous Substances into the environment.

(f) “Response” or “Respond” shall mean action taken in compliance with Environmental Laws to give best efforts to comply with present and future statutes to correct, remove, remediate, cleanup, prevent, monitor, investigate or abate the Release of a Hazardous Substance.

14.2 During the term of this Lease, Tenant hereby covenants and agrees that: (i) it shall at its sole cost and expense comply with all Environmental Laws; (ii) it shall not conduct or authorize the Management of any Hazardous Substances on the Leased Premises, including but not limited to installation of any underground storage tanks without the prior written consent of Landlord first had and obtained; (iii) it shall not dispose of Hazardous Substances in any dumpsters that may be provided by Landlord for Tenant’s use; (iv) it shall not take any action that would subject the Leased Premises and or the Premises or any part thereof to permit requirements under RCRA for storage, treatment or disposal of Hazardous Substances; (v) it shall not discharge Hazardous Substances into any drains or sewers; and (vi) it shall not cause, permit or allow the Release of any Hazardous Substances on, to or from the Premises and/or the Leased Premises.

14.3 (a) During the term of this Lease, Tenant shall promptly furnish Landlord with copies of all summons, notices, citations, claims, complaints, investigations and letters of any kind received from any federal, state or local agency or authority, or from any other entity or individual regarding (i) any Release of a Hazardous Substance, on, to or from the Leased Premises and/or the Premises; (ii) the imposition of any lien on the Premises and/or the Leased Premises; and (iii) any alleged violation of or liability under any Environmental Law.

(b) With reasonable cause, Landlord and its employees and agents shall have the right to enter the Leased Premises and/or to conduct appropriate inspections or tests in order to determine Tenant’s compliance with Environmental Laws. Upon Landlord’s request, Tenant shall furnish Landlord with copies of any and all reports, tests, contracts, permits and the like to evidence Tenant’s compliance with all Environmental Laws. If Tenant’s Management of Hazardous Substances at the Leased

Premises and/or the Premises gives rise to liability or to Claim under any Environmental Law or creates a nuisance, Tenant shall promptly respond at its sole cost and expense.

14.4 Tenant shall indemnify, defend and hold harmless, Landlord, mortgagees, any managing agents and leasing agents of the Leased Premises and the Premises, and their respective agents, partners, officers, directors and employees of and from any and all loss, cost, expense and attorney's fees arising from or relating to any breach by Tenant of any of its warranties, representations, covenants, undertakings and/or agreements in this Article XV. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Failure of Tenant to comply with the warranties, representations, covenants, undertakings and agreements set forth in this Article XV, shall at Landlord's option constitute a default under this Lease.

ARTICLE XV

Landlord's Right to Mortgage and Sell

15.1 At the request of Landlord, the Tenant shall execute a subordination and attornment agreement pursuant to which Tenant shall declare that its rights hereunder are subject and subordinate to any mortgage or trust deed creating a mortgage lien which may from time-to-time be placed upon the Premises, if the mortgagee or trustee named in said mortgage or trust deed shall agree not to disturb Tenant's leasehold in the event of foreclosure provided Tenant is not then in default hereunder. Tenant shall execute and deliver such subordination and attornment agreements customarily used by the Landlord's mortgage lender.

15.2 Tenant agrees at any time, and from time-to-time during the Full Term, upon request of Landlord or the holder of any mortgage or other instrument of security given by Landlord, to execute, acknowledge, and deliver to Landlord, or to the holder of such instrument, a statement in writing certifying that this Lease has not been modified and is in full force and effect (or if there have been modifications, that the same are in full force and effect and stating such modifications); that there are no defaults hereunder by Landlord, if such is the fact; the dates to which the Minimum Rent and other charges have been paid; and such other matters as shall be usual and customary of the requesting party, it being intended that any such statement so delivered may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Landlord.

15.3 Tenant further agrees at any time and from time-to-time, to acknowledge notice of the assignment of this Lease by Landlord to its mortgagee or to any other person or entity. From and after the date on which Landlord assigns its interest under this Lease other than for collateral purposes, Tenant shall attorn to Landlord's assignee and Landlord shall thereafter be relieved of all further obligations hereunder, if any, whether such obligations accrued before or after the effective date of Landlord's assignment. No obligation of Landlord existing as of the effective date of such assignment shall be binding upon Landlord's assignee.

ARTICLE XVI

Eminent Domain

16.1 If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Tenant is deprived of possession pursuant to such taking.

16.2 If under the power of eminent domain fifty percent (50%) or more of all of the Leased Premises is taken by one or more takings, then Tenant may terminate this Lease by giving Landlord not less than thirty (30) days notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date possession of such portion of the Leased Premises so taken is required to be given to the authority exercising such power of eminent domain.

16.3 In the event of any partial taking of the Leased Premises and provided that Tenant has not terminated this Lease as provided in Section 15.2 hereof, rents and other charges payable by Tenant hereunder shall not be reduced provided, however, that any award received by Landlord after payment of all expenses of Landlord shall be used to restore the remaining portions of the Leased Premises.

16.4 For the purpose of this Article XV, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

16.5 Landlord shall be entitled to the award for the taking of the fee under the power of eminent domain and Tenant shall have claim for loss of its leasehold interest only to the extent of Tenant's cost of leasehold improvements. Tenant shall be entitled to make claim against the condemning authority (but not against Landlord) and receive compensation for any loss for which compensation is awarded pursuant to the laws of the State of Illinois, but in no event shall said claim result in a reduction of or offset against any award claimed by Landlord.

ARTICLE XVII Inspection

17.1 Landlord or Landlord's agent shall be permitted to inspect or examine the Leased Premises at all reasonable times including but not limited to all normal business hours.

17.2 In the event that an inspection indicates that Tenant has failed to make any repairs or to perform any maintenance required to be made by it hereunder, Landlord shall serve notice upon tenant to make such repairs or to perform such maintenance and shall afford Tenant a reasonable time thereafter to comply with said notice. If, however, Tenant fails to comply with the said notice within a reasonable time after receipt thereof, Landlord may make such repairs or perform such maintenance at Tenant's expense.

17.3 In the event that Landlord shall expend monies to make any repairs or to perform any maintenance required to be made by Tenant hereunder, all such expenditures shall be and become immediately payable by Tenant as additional rent hereunder.

ARTICLE XVIII Surrender

18.1 One month prior to the expiration or other termination of this lease, Landlord shall notify Tenant of the condition that the Landlord wants the Leased Premises left in. The Landlord has the right to demand that the Leased Premises be left in: i) a vanilla-box condition, which means that all interior walls other than demising walls shall be removed, all flooring removed leaving only a smooth, concrete floor, removal of all signage and repair created by signage and the ceiling in an acceptable condition to the Landlord; or ii) in an "as is" condition at the time the Landlord's notice is sent; or iii) to demand that Tenant leaves the Leased Premises in a combination of i) and ii) as per Landlord's decision as to all elements of the unit 107b & d including but not limited to all walls, partitions, windows, flooring, lighting, ceiling and all other fixtures and attached equipment. Tenant shall, prior to the expiration or other termination of this lease, remove all personal property belonging to it and not affixed to the Leased Premises, and failing to do so Landlord may cause all of said property to be removed at the expense of Tenant and Tenant hereby agrees to pay all costs and expenses thereby incurred. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. All of the above as directed by Landlord must be performed by Tenant prior to the expiration of the lease.

18.2 If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the lease term, the Tenant shall be deemed the Tenant of the Leased Premises at a rental per day equal to one-fifteenth (1/15) of the monthly base rental, one-fifteenth (1/15) of the monthly impositions and one-fifteenth (1/15) of the

monthly administrative fee, which would be payable hereunder as if the hold-over period was a new extended term and subject to all other terms and conditions hereof. The acceptance of rent under the provisions of this Article 18.2 shall not, however, be construed as a waiver by Landlord of any rights to re-entry as set forth in the lease. Notwithstanding anything above to the contrary, upon the expiration or termination of this lease Tenant shall quit and surrender to Landlord the Leased Premises.

ARTICLE XIX
Address for Notice and Rental Payments

19.1 Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served by either party to this lease when made in writing, served personally by delivery or when deposited in the U.S. mails, certified or registered mail, addressed as follows:

Landlord: FOXBORO PLAZA PARTNERSHIP
c/o Terry F. Grove
311 North Second Street, Suite 304
St. Charles, Illinois 60174
(630) 377-9150

Tenants: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

All rental payments shall be made payable to Landlord. The addresses may be changed from time-to-time and at any time by either party by serving notices as above provided.

ARTICLE XX
Common Areas

20.1 The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center) parking area, landscaping, roof, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like, but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, as the same may exist from time-to-time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time-to-time the dimensions and location of the Common Area, as well as the dimensions, identity and type of any buildings in the Shopping Center. Tenant, and its employees and customers, and, when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time-to-time, such use to be in common with Landlord, other tenants to the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time-to-time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant shall not solicit business within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

20.2 Landlord may from time-to-time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground.

20.3 Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord.

ARTICLE XXI
Waiver; Remedies Cumulative

21.1 No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time when Tenant is in default hereunder be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21.2 The rights and remedies of Landlord under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or provided by law.

ARTICLE XXII
Governing Law

22.1 The terms of this Lease have been negotiated, and this Lease executed, in the State of Illinois and shall be interpreted in accordance with the laws of the State of Illinois.

ARTICLE XXIII
Landlord's Performance of Tenant Obligations

23.1 In the event that (i) there shall be an emergency affecting the Leased Premises for which tenant is responsible, or (ii) Tenant shall fail to pay or perform any monies required to be paid or obligations required to be performed (collectively, "Tenant's Obligations"), and any applicable grace period has elapsed, Landlord shall have the right but not the obligation to pay or perform Tenant's Obligations. Tenant agrees to reimburse Landlord for the amount expended within thirty (30) days after notice of the amount due. If the aforesaid amount is not paid within such thirty (30) day period, Tenant shall in addition pay any and all verifiable expenses incurred by Landlord. Such payment or performance by Landlord shall not be deemed a cure of all or any part of Tenant's default.

XXIV ARTICLE
Interpretation

24.1 All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

ARTICLE XXV
Entire Agreement

25.1 All negotiations, considerations, representations and understandings between the parties are merged herein and may be modified or altered only by an agreement in writing between the parties hereto.

ARTICLE XXVI

Captions

26.1 The headings of the several articles contained herein are for convenience of reference only and do not define, limit or construe the contents of such articles.

ARTICLE XXVII

Time of Essence

27.1 Time is of the essence with respect to the payment and performance of all sums required to be paid and covenants to be performed hereunder by Tenant.

ARTICLE XXVIII

Binding Effect; Exculpation

28.1 This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns and personal representatives.

28.2 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Landlord while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Landlord are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representation, covenants, undertakings and agreements by the Landlord or for the purpose or with the intention of binding said Landlord personally but are made and intended for the purpose of binding only the Shopping Center, and this instrument is executed and delivered by Landlord solely in the capacity referred to herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Landlord (or, if any successor Landlord is a trust, against the trust beneficiary), on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Landlord in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date and year first above written.

LANDLORD:

FOXBORO PLAZA PARTNERSHIP

By: *Jeffrey S. Stone*
General Partner

TENANTS:

Rosa Sanchez
Rosa Sanchez, Individually and Jointly

Rodolfo Aleman
Rodolfo Aleman, Individually and Jointly

Door

2400 E MAIN ST #112

HOURS
6am-2am

Door

Kitchen
36 FT

30 FT
↔

MENS

6 FT
↔

18 FT
↔

WOMENS

15 FT
↔

9 FT
↔

15 FT
↕

21 FT
↔

Cash
Register

Bar

↑
90 FT
↓

Entrance

← 39 FT →

Door

FOXBORO 2400 E Main St.
PLAZA

112

Parking
212 spaces

BASSET Card



October 23, 2018



Letter ID: L0470913872

RODOLFO ALEMAN
147AUTUMNRIDGEDR
MONTGOMERY IL 60538

License No.: 5A-0088394
Expiration Date: 10/6/2021
License Type: Basset Card

Your "Student ID number" is: 16281022

Your "Trainer's ID number" is: 5A-0088394

Your BASSET Card is located BELOW

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

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

<p>ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD</p> <p>Date of Certification: 10/6/2018 Expires: 10/6/2021 Trainer's IL Liquor License Number: 5A-0088394</p> <p>_____ _____ _____</p> <p>**Card is not transferrable**</p>
