 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5b
	Title:	Recommendation to approve a Proposal for a D-9 Liquor License Application for Maple Leaf Coffee House, Located at 1 W. Illinois St., Suite 180, St. Charles	
	Presenter:	Police Chief Keegan	
Meeting: Liquor Control Commission		Date: February 20, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The Maple Leaf Coffee House, located at 1 W. Illinois Street, Suite 180, is requesting approval of a D-9 liquor license application for their business.</p> <p>Pursuant to this item being presented at the Government Operations Committee meeting on February 20, 2024, to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled for 4:30 p.m. the same day to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on March 4, 2024, for final approval.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a D-9 Liquor License application for Maple Leaf Coffee House located at 1 W. Illinois St., Suite 180, St. Charles.			



Memo

Date: 1/30/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police *J. Keegan*

Re: Background Investigation- Maple Leaf Coffee House/1 W. Illinois Street, Suite 180
(Class D-9)

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

As you are aware, this location housed the former Kava Diem. The new owners acquired this space and recently changed their name to their flagship coffee brand from Roselle and are operating as a coffee house/restaurant. Because of their eclectic space and outdoor patio along the Fox River, they are seeking a BYOB license to host after-hour events for special occasions such as birthday parties, weddings, anniversaries and showers. .

They are requesting a D-9 license which states:

- *D-9. Class D-9 licenses shall authorize the service or delivery of alcoholic liquors, for the consumption on the premises only, at a Special Event Venue. Special Event Venues shall consist of a business for which the exclusive activity is to provide space for catered private parties and shall be classified in terms of two distinct categories:*
- *Parties of less than fifty (50) persons or where the locations capacity is less than (75) persons shall be deemed a "small event venue".*
- *Parties of more than seventy-five (75) persons of where the locations capacity exceeds seventy-five (75) persons shall be deemed a "large event venue".*
- *Special Event Venues provide for the service and consumption at tables of hors d'oeuvres, a buffet, or full multiple course meal, and at which alcoholic liquor may be served incident to such food service. Each venue event at which alcoholic liquor may be served shall be prearranged under the sponsorship of a particular person or organization. Venue events shall not be open to the general public, but attendance shall be by appointment or special invitation of the sponsors. No admission charge shall be levied to guests at such event venues, except for an event sponsored by a non-for-profit corporation or association registered with the State of Illinois. A Class D-9 license does not permit the direct retail sale of*

alcoholic liquor from the D-9 licensee to the event sponsor or any event attendees.

For purposes of selling or service of alcoholic liquor for a particular event on the premises, the holder of a Class D-9 license shall engage the services of a caterer who holds a then current and otherwise valid Class E or H license issued by the City of St. Charles for the purpose of supplying, opening, dispensing, selling, and/or serving alcoholic liquors for consumption on the premises where the service of food predominates.

As an alternative to engaging the services of a vendor who holds a then current and otherwise valid Class E or H license issued by the City of St. Charles for the purpose of selling or delivering alcoholic liquor for a particular event on the premises, the holder of a Class D-9 License may instead allow for the consumption of alcoholic liquors, on the premises, that have been brought onto the premises by a person or persons who have contracted for an event to be held on the premises where the service of food predominates, subject to the following:

- 1. The licensee shall take control of such alcoholic liquors promptly upon delivery thereof to the premises, and shall provide BASSET trained servers for the opening, dispensing, delivery, and/or serving of such alcoholic liquors during the event.*
- 2. Any and all alcoholic liquors shall be opened, dispensed, delivered and/or served on the premises only by such servers, and only to attendees of the event.*
- 3. A certificate of insurance reflecting coverage for general liability purposes in the amounts otherwise due from and in place for the licensee shall be provided to the licensee by the patron or patrons supplying the alcoholic liquors, and the City of St. Charles and the Local Liquor Control Commission of the City shall be named as an additional insured on the policy.*
- 4. Any alcoholic liquor remaining unserved after the conclusion of the event may be returned to the person or persons who supplied them, to be transported off the premises only in accordance with law.*
- 5. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag.*
- 6. Any license(s) / permit(s) from the State of Illinois.*

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 applicants from moving forward with an on-site consumption license, subject to City Council approval.

ALCOHOLIC BEVERAGES may not be consumed on the licensed premises between the hours of 12:00 midnight and 7:00 a.m.

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

The police department recommends the aforementioned license with the caveats outlined in the ordinance. Thank you in advance for your consideration in this matter.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Alex J. Behrens

BUSINESS: Maple Leaf Coffee House

ADDRESS: 1 W. Illinois St. - Suite 180, St. Charles, IL 60174

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

* COMMENTS: See attached background investigation memo.

INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368 *RV 368*

SUPERVISOR REVIEW: Cmdr. Lamela #340 *DL #340* *MV 317*



Memo

Date: 01/23/2024
To: Chief Keegan #300 (via chain of command)
CC: Cmdr. Lamela #340 ~~ML 340~~
From: Det. Sgt. Vicicondi #368
Re: Liquor License Class D – Specific (D-Type 9) – Background Investigation for Maple Leaf Roasters Café, Inc (D.B.A.: Maple Leaf Coffee House)

IN SUMMARY:

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 for a Liquor License Class D - Specific (D-Type 9) for the business, Maple Leaf Roasters Café, Inc - (D.B.A.: Maple Leaf Coffee House); which is located at 1 W. Illinois Street – Suite 180, St. Charles, IL 60174.

APPLICANT:

Behrens, Alex John
DOB: 02/21/1984
9 E. Elm Avenue,
Roselle, IL 60172
TX: 630-677-7536

APPLICATION:

The application was received on 01/02/2024. The application is complete to include: a menu, hours of operation, a Lease Agreement (signed), a floor plan, and a Certificate of Liability Insurance (General Aggregate \$2,000,000 /Each Occurrence \$1,000,000).

Copies of BASSET cards were included for Alex Behrens (card expires: 10/08/2026), Adriana Maldonado (card expires: 11/01/2026), and Brooklyn Gibson (card expires: 10/11/2026).

According to the “General Outline” within the application packet:

- “We will offer a BYOB option for individuals hosting events at our space outside of our hours of operation. This may be for reserved events such as a small



- wedding, baby or bridal shower held as a private event after we close when we will not serve the general public.”
- “Only employees over 21 with BASSET training will be allowed to serve these events.”
 - “At no time will we be keeping, selling or in any way purchasing liquor for resale to customers.”

-Refer to the actual application packet for further information.

PERSONAL INTERVIEW:

On 01/16/24, I met with Alex J. Behrens (DOB: 02/21/1984) at the St. Charles Police Department. Alex signed waivers to allow me to conduct this background investigation (see attached).

I provided Alex with the Illinois State Police (ISP) Right of Access and Review Procedure form (SCPD Form 195) and the FBI Privacy Act Statement form (SCPD Form 196); Alex signed the latter. I provided Alex with photocopies of both of these forms and kept the originals (see attached). Alex provided me with his driver’s license, which I also photocopied (see attached). Alex was fingerprinted as a liquor license applicant.

I spoke with Alex and learned the following information, in summary and not verbatim:

Alex has lived at his current address (9 E. Elm Ave., Roselle, IL) since 2014. Alex had resided at 827 Cross Creek Court in Roselle, from about 2006 - 2014. Alex is a U.S. citizen. In regards to why the move to the St. Charles location, Alex explained that it’s an expansion to their business in Roselle. The business in Roselle is a production facility, which has been open since 2018. The name of the Roselle business is Maple Leaf Coffee Roasters and the address is 352 E. Irving Park Rd., Roselle, IL. Alex was asked if there is any liquor inventory at this time and he answered no. Alex was asked if he is a current or past liquor license holder and he answered no.

Alex informed me that the name for the St. Charles business (currently known as Kava Diem) will be changed to Maple Leaf Coffee House on 01/27/24. According to Alex, Maple Leaf Coffee House will not be selling liquor. The attendees of special events will have the option to bring their own liquor. Alex explained that the plan is for the attendee to bring alcohol, turn it over to employees who have proper training, who will then dispense the alcohol to them.

The business is already open, they just don’t have their liquor license yet. According to Alex, the business will have ten employees and the onsite manager will be Brooklyn Gibson (TX: 630-559-6375). Prior to Alex leaving, we set up a site visit for 01/23/24 at 1100 hrs.

MANAGER FINGERPRINTED:

On 01/18/24, I met with manager Brooklyn D. Gibson (DOB: 11/17/99) at the SCPD. I provided Brooklyn with SCPD Forms 195 and 196; she signed the latter. I provided Brooklyn with photocopies of both of these forms and kept the originals (see attached). Brooklyn provided me with her driver's license, which I also photocopied (see attached). Brooklyn was fingerprinted as a liquor license applicant.

ISP/FBI FINGERPRINT RESPONSES:

The ISP response for Alex and Brooklyn indicated that it failed to reveal any criminal conviction record for the subject of your inquiry. The FBI response for Alex and Brooklyn revealed no prior arrest data (see the attached ISP and FBI responses).

RECORD CHECKS:

A check on the IL Secretary of State website showed Maple Leaf Roasters Café, Inc.'s status as being listed as active (see attached).

A BASSET Card Lookup confirmed that Alex Behren's BASSET card expiration date is 10/08/2026, (5A License Number: 5A-1153145) (See attached).

A BASSET Card Lookup confirmed that Brooklyn Gibson's BASSET card expiration date is 10/11/2026, (5A License Number: 5A-1153145) (See attached).

A check in New World, Aegis Link, and CLEAR for Alex yielded negative results. Utilizing TLOxp, I had a Comprehensive Report conducted on Alex. I noted the following results:

- Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found)
-See the attached Comprehensive Report for further information.

I conducted records checks on Alex with several law enforcement agencies. The results are listed below (in summary):

- Roselle Police Dept: The response included one result which stated: 02/18/2016 – No parking ticket.
- Cook County Sheriff's Police: The response indicated that the Cook County Sheriff's Police had no criminal contact with the requested individual.
- DuPage County Sheriff's Office: The response indicated that the three Roselle addresses (9 E. Elm Ave., 827 Cross Creek Ct., and 352 E. Irving Park Road) were not in their jurisdiction. The response also indicated: NO CONTACTS.
- Kane County Sheriff's Office: The response indicated: NO RECORD.

-See that attached responses for further information.

Utilizing TLOxp, I conducted a US Businesses search for Maple Leaf Roasters Café, Inc. located in Roselle, Illinois. The search had (4) results. I then completed the Run Business Report option on each of the (4) results. The Business Report checks did not reveal anything apparent that would prohibit the acquisition of a liquor license.

SITE VISIT:


On 01/23/24, at approximately 1100hrs., I responded to 1 W. Illinois Street, Suite 180, to conduct a site visit of the business. I met with Alex and he showed me around the business. I learned the following information during the site visit (in summary):

The physical layout of the business essentially appears to be consistent with the floor plan provided. The main venue space/seating area is in the south/east corner of the business. It should be noted that the floorplan appears to show a porch swing near the north wall of this area. The swing is actually now near the west wall. According to the floor plan, there was also a storage area on the west wall; yet it is actually no longer there.

Alex indicated that they are not storing alcohol on the premises, and nor do they plan too. According to Alex, during after-hours, people can rent the entire venue at an hourly rate. They can also pay for catering if they choose too. A “corking fee” will be charged if the customers choose to use the BYOB option. If the customers do go with the liquor option, the business will take custody of the customer’s alcohol, store it for them, and then serve it to them. Once the customers are done – they will leave with the alcohol that they brought. The remainder of the alcohol will not be stored at the business.

This concludes this liquor background investigation.

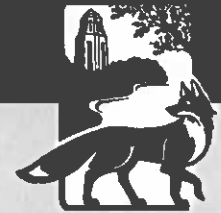
Respectfully Submitted,



Det. Sgt. Vicicondi #368



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



Incomplete applications will not be accepted.

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

Business Name *Maple Leaf Roasters Cafe, Inc DBA Kam Diem*

APPLICATION CHECKLIST

Check items to confirm all are attached to this application	Applicant	Office Use
Application Fee of \$200 (5.08.070C) non-refundable <small>Non-refundable</small>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input checked="" type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Business Plan, to include: <input checked="" type="checkbox"/> Hours of Operation <input checked="" type="checkbox"/> Copy of Menu <input checked="" type="checkbox"/> Whether or not live music will be played at this establishment <input checked="" type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input checked="" type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input checked="" 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.	<input checked="" type="checkbox"/>	<input checked="" 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. <i>Only manager/owner group</i>	<input type="checkbox"/>	<input type="checkbox"/>
Alcohol Tax Acknowledgement and Business Information Sheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

OFFICIAL USE ONLY

 Signature of Investigating Officer

 Badge Number & Rank

Approval Recommended* Approval NOT Recommended

 Signature of Chief of Police

 Date

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



Receipt

Date: January 2, 2024

Payment Method	Check No.	Received From
Check	202	Maple Leaf Roasters Café Inc.

Notes:
Application fee; d/b/a Kava Diem

*Check out to Accts. Rec.
for deposit. 1/2/24 SH*

Qty	Cost	Description	Account Code	Fee
		Liquor License Class A - Packaged	100999-42100	\$ -
		Liquor License Class B - Restaurants	100999-42101	\$ -
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
1.00	\$200.00	Liquor License Class D - Specific	100999-42103	\$ 200.00
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
		Cigarette	100999-42230	\$ -
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
	\$50.00	Fingerprint Fee (\$50 per person)	100900-20618	\$ -
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
	\$50.00	Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
			Total	\$ 200.00

Thank you for your business!

LICENSE INFORMATION:

A Package \$3200-3600
 A1
 A2
 A4
 A5
 A6
 B Restaurant \$2400-3600
 B1
 B2
 B3
 C Tavern \$2400-3600
 C1
 C2
 C1
 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies
D-Type 9
 G Brewery/Restaurant or Site License - \$varies
 G1
 G2
 H Catering License - \$varies
 H1
 H2

Late Night Permit 1:00am \$800 (B/C only)
 Late Night Permit 2:00am \$2300 (B/C only)

**Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.
 Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)

APPLICANT INFORMATION

1. Type of Business:
 Individual
 Partnership
 Corporation
 Other (explain):

2. Business Name:
Maple Leaf Roasters Cafe, Inc DBA Kava Diem

3. Business Address:
1 W Illinois Street St Charles IL 60174

4. Type of Business (5.08.070-3): <u>Cafe</u>	5. Length of Time in this Business (5.08.070-4):	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ <u>0</u>	
7. Business Phone: <u>630 549 0818</u>	8. Business E-mail: <u>contact@kavadiem.com</u>	9. Business Website: <u>kavadiem.com</u>	10. Illinois Tax ID Number: <u>4503-4117</u>
11. Applicant/Contact Person Name: <u>Alex Behrens</u>		12. Title: <u>President</u>	13. Email: <u>contact@kavadiem.com</u>

18. If Corporation, Corporation Name:
Maple Leaf Roasters Cafe, Inc

19. Corporation Address (city, state, zip code):
9 E Elm St Roselle IL 60172

ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION

Full Name, include middle initial: Molly E Duntemann Title: Secretary

Full Name, include middle initial: _____ Title: _____
 Birthdate: _____ Birthplace: _____ Driver's License#: _____ Home Phone: _____
 Home Address, and all addresses for the last 10 years: _____ Email Address: _____

Full Name, include middle initial: _____ Title: _____
 Birthdate: _____ Birthplace: _____ Driver's License#: _____ Home Phone: _____
 Home Address, and all addresses for the last 10 years: _____ Email Address: _____

BUSINESS ESTABLISHMENT LOCATION INFORMATION

1. Exact Street Address for liquor license: <i>1 W Illinois Street St Charles</i>	2. # Parking Spaces: <i>27, plus nearby garages</i>	3. Outside Dining s.f. [17.20.020-R]: <i>~1000 sf patio</i>	4. Total Building s.f.: <i>3072</i>
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5. Total # Seats: <i>~60</i>	6. Live Entertainment Area s.f. [5.08.010-H]: <i>—</i>
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7. Brief Business Plan description based on type of establishment listed above (5.08.070-6):
Offering a BYOB option for after hours (after 3pm) events as part of a rental. No alcohol sales will be made ~~over~~ at any time.

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

Attach to this application a floorplan or layout of the proposed facility to include the following:

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

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

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
3.	<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: Fox Island Limited Partnership Shaldeen Group</p> <p>Address of Building Owner: 77 N First Street Geneva IL 60134</p> <p>Phone Number: 630 232 7883</p> <p>E-mail Address: info@shaldeen.com</p> <p>Mailing Address of Building Owner (if different):</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p>
4.	<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>
5.	<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?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)</i></p>
6.	<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 Date of permit application _____</p>
7.	<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>

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<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: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p>
10.	<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? <input type="checkbox"/> Yes <input checked="" 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>
11.	<p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <i>Illinois 9/12/2023 IRS 9/7/2023</i></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):</p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14.	<p>All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date(s):</p>
15.	<p>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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery:</p>
16.	<p>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)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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, Middle, Last): *Alex J Behrens*

Date of Course:	Place Course was Taken:	Certificate Granted? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Expiration:
<i>10/8/2023</i>	<i>Online</i>		<i>10/8/2026</i>

Name (First, Middle, Last): *Brooklyn Gibson*

Date of Course:	Place Course was Taken:	Certificate Granted? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Expiration:
<i>10/11/2023</i>	<i>Online</i>		<i>10/11/2023</i>

Name (First, Middle, Last): *Adriana Maldonado*

Date of Course:	Place Course was Taken:	Certificate Granted? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Expiration:
<i>11/1/2023</i>	<i>Online</i>		<i>11/1/2026</i>

Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:

Birthdate:

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.

COMMENTS/ADDITIONAL INFORMATION

Business Name:

Maple Leaf Roasters Cafe, Inc DBA Kava Diem

SIGNATURES

Ally Behn Ally Behn

Applicant's Signature

Subscribed and sworn before me this 28th day of ~~November~~ January, 2021



Susan Marie Kempf
Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date:	Name of Applicant:
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Name of Business:

Address of Business:	Ward Number:
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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:

- Date on which applicant will begin selling retail alcoholic liquors at this location:
- 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
- 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
- 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.	<p>Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>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.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
7.	<p>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: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
8.	<p>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 type="checkbox"/> Yes <input type="checkbox"/> No</p>
9.	<p>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 type="checkbox"/> No</p>
10.	<p>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 type="checkbox"/> No</p>
11.	<p>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 type="checkbox"/> Yes <input type="checkbox"/> No</p>
12.	<p>From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, state exceptions:</p>
13.	<p>Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Fingerprinted by: _____ Date: _____</p>
14.	<p>Other necessary data:</p>

**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: *Maple Leaf Roasters Cafe, Inc*

DBA: *Kava Diem*

Phone: *630 677 7536*

Fax:

E-mail: *Contact@kavadiem.com*

Address:

1 W Illinois Street

City:

St Charles

State:

IL

ZIP

Code: *62174*

Expected date of business opening (Required): *Currently Open*

TAX PREPARER INFORMATION

Name of Tax Preparer:

Richard A MacDonald

Phone: *630 584 0400*

Fax: *630 584 0422*

E-mail: *richard@~~mapleleaf~~rmacdonaldassociates.com*

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

ACKNOWLEDGEMENT OF ALCOHOL TAX

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

Name Alex Behrens

Title President

Business Name Maple Leaf Roasters Cafe, Inc

Address 9 E Elm St Roselle IL 60172

Alex Behrens
Signature

11/28/2023
Date

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

BASSET Card



October 13, 2023



Letter ID: L1161956040

License No.: 5A-1153145
Expiration Date: 10/11/2026
License Type: Basset Card



01/01

BROOKLYN GIBSON
644 WAINSFORD DR
HOFFMAN ESTATES IL 60169

Your "Student ID number" is: 49254

Your "Trainer's ID number" is: 5A-1153145

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).

ILLINOIS LIQUOR CONTROL COMMISSION

50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 10/11/2023 Expires: 10/11/2026

Trainer's IL Liquor License Number: 5A-1153145

BROOKLYN GIBSON
644 WAINSFORD DR
HOFFMAN ESTATES IL 60169

****Card is not transferrable****

BASSET Card



November 2, 2023



Letter ID: L2014897864

License No.: 5A-1153145
Expiration Date: 11/1/2026
License Type: Basset Card



01/01

ADRIANA MALDONADO
1347 CHESTNUT LN
YORKVILLE IL 60560

Your "Student ID number" is: 49253

Your "Trainer's ID number" is: 5A-1153145

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).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 11/1/2023 Expires: 11/1/2026
Trainer's IL Liquor License Number: 5A-1153145

ADRIANA MALDONADO
1347 CHESTNUT LN
YORKVILLE IL 60560

****Card is not transferrable****

The seal of the State of Illinois, featuring a central figure holding a torch and a scroll, surrounded by the text "OFFICE OF THE COMMISSIONER" and "STATE OF ILLINOIS".

BASSET Card



October 11, 2023



Letter ID: L1427868360

License No.: 5A-1153145
Expiration Date: 10/8/2026
License Type: Basset Card



01/01

ALEX BEHRENS
9 E ELM ST
ROSELLE IL 60172

Your "Student ID number" is: 49252

Your "Trainer's ID number" is: 5A-1153145

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).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 10/8/2023 Expires: 10/8/2026
Trainer's IL Liquor License Number: 5A-1153145

ALEX BEHRENS
9 E ELM ST
ROSELLE IL 60172

****Card is not transferrable****



General Outline

We will offer a BYOB option for individuals hosting events at our space outside of our hours of operation. This may be for reserved events such as a small wedding, baby or bridal shower held as a private event after we close when we will not serve the general public.

Only employees over 21 with BASSET training will be allowed to serve these events.

At no time will we be keeping, selling or in any way purchasing liquor for resale to customers.

Live Music

No live music will be allowed during one of these events.

Outdoor Seating

Our cafe does have a patio on the river which could be used for a private event. No smoking will be allowed on this patio.

Hours of operation

The cafe is currently open daily from 8am to 3pm with plans to open at 7am Monday through Friday by the first quarter of 2024. No events with a BYOB option will be allowed to be held during our normal hours of operation.

Menu

A copy of our regular menu and catering menu is attached.



**Event Space and Catering Menu
Prepared for you with love.**

**1 Illinois Street Suite 180 Saint Charles, Illinois 60174
630-549-0818
www.KavaDiem.com**

Handhelds and Bites

Build Your Own Avocado Toast

Seeded toast points, avocado spread, house made berry jam, whipped goat cheese, garlic oil, red pepper flakes, sliced tomato and cucumber, Himalayan sea salt

Serves 20 guests \$95

Wrap Platter

Choose from: Chicken BLT, Southwest (vegetarian, chicken or beef), Roasted Veggie, Breakfast, Mediterranean, Caprese or Veggie Burger. Serve in halves as one half per person

Large platter serves 40 guests \$159

Small platter serves 20 guests \$89

Fresh Fruit or veggie trays

Organic fruits and/or veggies. Can add ranch or onion veggie dip, guacamole or sweet yogurt dip for \$10 more

Large tray serves 40 guests \$99

Small tray serves 20 guests \$59

Yogurt Parfaits

Organic Greek yogurt, granola, fresh fruit, local wild honey

20 individual parfaits \$59

Sharable Dips

Choice of loaded sweet potato (extra cost for meat), garlic or sweet potato hummus, spinach artichoke or Mediterranean dip. Each dip is served with celery, carrots, tortilla chips and pretzel chips

Large dip serves 40 guests \$99

Small dip serves 20 guests \$59

Grass Fed Italian Meatballs

Grass fed beef with Italian seasonings and a red sauce

60 pieces \$119

Charcuterie Board

Beautiful assortment of grapes, cheese, meats, olives and crackers

Large board serves 40 guests \$139

Small board serves 20 guests \$79

Cheese Quesadilla Bites

Extra cost for meat or roasted veggie (\$15 or \$10)

60 pieces \$59

Mini Sandwiches

Choose from: chicken salad, turkey, ham, roasted veggie or tuna salad

60 pieces \$129

Sliders

Choose from pasture raised turkey or grass fed beef

40 pieces \$109

Sliced Sweet Potato Bruschetta

Slice of toasted sweet potato served with avocado and assorted toppings including our famous beets, southwest mix, classic tomato and more

40 pieces 89

Skewers

Caprese Skewers

Organic tomatoes, mozzarella cheese and basil drizzled with balsamic glaze and sprinkled with sea salt

60 pieces \$89

Feta Watermelon Skewers (Seasonal)

Watermelon, feta, basil drizzled with balsamic glaze

60 pieces \$89

Prosciutto Melon Skewers

Thinly sliced Italian Prosciutto, fresh melon, mozzarella, balsamic glaze

60 pieces \$99

Greens

Large Salad

Choice from: Southwest, Exotic Garden, Greek, Caprese or Chicken Caesar

Large Salad or individual side salads available

Serves 20 guests \$79

Platters and Dishes

Pesto Chicken Pasta

Angel hair pasta or other pasta with grilled pasture raised chicken and organic pesto sauce and parmesan cheese

Large serving serves 40 guests \$159

Small serving serves 20 guests \$89

Meatloaf

Choose from pasture raised turkey or grass-fed beef

Serves 20 guests \$109

Spinach Artichoke Chicken Bites

Creamy spinach and artichoke blend inside folded organically raised chicken breast

Large serving serves 40 guests \$169

Small serving serves 20 guests \$89

Roasted Vegetable Ratatouille with Rice

Assortment of seasonal roasted vegetables over seasoned turmeric rice

Large serving serves 40 guests \$139

Small serving serves 20 guests \$79

Southwestern Enchilada Lasagna

Layers of cheesy black bean, roasted corn and vegetable mix baked between flour tortilla served with sour cream

and jalapenos

Large serving serves 40 guests \$159

Small serving serves 20 guests \$89

Coffee and Drinks

Bottomless Coffee Service

Organic single origin, wet process coffee. With assortment of creams and sweeteners

Serves 30 guests \$59

BYOB Service

Wine, champagne, cider and beer permitted

\$75 corking fee

Open Coffee Bar with Barista(s)

Includes all drinks including lattes and specialty items all in our small cups. Does not include gratuity.

Up to 20 people \$69, 20-50 people \$119 for one hour or \$150 for two hours and 50 plus people will have two baristas at \$139 an hour.

Sweet Treats

Cookie Tray

Assortment of soft, delicious cookies

24 cookies \$20

Premium Mini Donuts

Gluten free premium donuts with choice of brown butter, coffee, lemon, blueberry or maple flavors

Dozen \$20

Fresh Baked Desserts

Priced to order

*An 18% gratuity charge is added to all orders for parties greater than 8 people



BREAKFAST

Served all day

BOWLS / PLATES

FRUIT & YOGURT BOWL 9.5

Organic Greek yogurt | seasonal fruit | honey | toasted cinnamon spiced granola

BOWL ME OVER 14.5

Roasted sweet potatoes | fried organic pasture-raised egg | avocado slices | maple bacon | turmeric rice | sour cream

BASIC BREKKI PLATE 10.5

Two organic pasture-raised eggs your way | maple bacon | choice of buttered English muffin or organic whole grain toast | Add Avocado \$2.5

GOAT CHEESE OMELET 14.5

Three organic pasture-raised eggs | goat cheese crumble | sliced avocado | chopped bacon | side of hash brown fritters

KAVA FAVORITES

Subs GF Bread 2 | GF Jalapeno Cheddar Bread 2.5 |
Over Greens 2

CLASSIC EGG & CHEESE SANDWICH 10.5

Scrambled organic pasture-raised egg | melted cheddar cheese | arugula | garlic aioli | on organic whole grain toast | side of hash brown fritters

BACON, EGG & YUM SANDWICH 12.5

Fried organic pasture-raised egg | maple bacon | melted cheddar cheese | arugula | smoked paprika aioli | on English muffin | side of hash brown fritters

EGGIE VEGGIE SANDWICH 11.5

Fried organic pasture-raised egg | roasted tomato | sauteed spinach | caramelized onion | melted cheddar cheese | on English muffin | side of hash brown fritters

AMERICAN BREAKFAST BURRITO 14.5

Scrambled organic pasture-raised eggs | maple bacon | sliced avocado | cheese | sour cream | wrapped in flour tortilla | side of hash brown fritters

SOUTHWEST BURRITO BLISS 16.5

Machaca grass-fed beef | fried pasture-raised egg | black beans | pico de gallo | shredded cheddar | in flour tortilla | side of hash brown fritters

SIDES

HASHBROWNS 3

HASHBROWN FRITTERS 3

ROASTED SWEET POTATOES 4

ORGANIC WHOLE GRAIN TOAST 3.5

ENGLISH MUFFIN 2.75

AVOCADO SLICES 2.5

BERRY MEDLEY 5.5

BACON 3.5

TOASTS

Sub GF Bread 2 | GF Jalapeno Cheddar Bread 2.5 |
Over Sweet Potato Slices 3 | Add Egg 2.5

NAKED AVOCADO TOAST 11

Smashed avocado | drizzled garlic-infused olive oil | chili flakes or hot | on organic whole grain toast

CAN'T BEET IT AVOCADO TOAST 14.5

Smashed avocado | maple guajillo roasted beets | pickled onion | local honey | goat cheese | balsamic glaze | on organic whole grain toast

THE DAME MAS AVOCADO TOAST 13.5

Smashed avocado | black beans | pico de gallo | chipotle cream sauce | on sweet potato slices, add egg if desired

THE ROMAN AVOCADO TOAST 14

Smashed avocado | pesto | cherry tomatoes | shaved parmesan | on organic whole grain toast

GOAT CHEESE & JAM AVOCADO TOAST 14

Smashed avocado | house-made berry jam | crumbled goat cheese | balsamic glaze | on organic whole grain toast

FARMERS AVOCADO TOAST 12

Smashed avocado | sliced radish | arugula | balsamic glaze | on toasted english muffin

AÇAÍ BOWL

BERRY AÇAÍ BOWL 12

Açaí | blueberries | avocado | organic coconut cream | home-made granola | chocolate chips | coconut flakes

KID'S BREAKFAST

CLASSIC EGG & CHEESE SANDWICH 6

Single scrambled organic pasture-raised egg | melted cheddar cheese | on organic whole grain toast

KID'S BASIC BREKKI PLATE 7

Single scrambled organic pasture-raised egg | single maple bacon | on organic whole grain toast

LUNCH

Served all day

WRAPS/SALADS

Wraps served on a flour tortilla w/ a side salad or chips
Add: Avocado Slices 2.5 | Grilled Chicken 3 | Bacon 3.5

GREEK GOODNESS 14/15

Grilled zucchini | turmeric rice | roasted tomato | feta cheese | pickled red onion | mixed greens | citrus vinaigrette

KAVA CHICKEN-SALAD 14/15

Pasture-raised pesto spiked chicken salad | cherry tomatoes | celery | parmesan | seasonal mixed greens | olive oil

BEST IN THE SOUTHWEST 15/16.5

Shredded grass-fed Machaca beef or pasture-raised ground turkey | black beans | charred corn salsa | tomato | shredded organic cheddar | Kava guajillo honey-lime vinaigrette | crispy tortilla strips

GRILLED VEGGIE GARDEN 14/15

Grilled zucchini | roasted tomatoes | avocado | red onion | sliced cucumber | mixed greens | house-made citrus vinaigrette

CAN'T BEET THIS 14/16

Maple guajillo roasted beets | orange slices | shaved fennel | goat cheese | candied walnuts | mixed greens | citrus vinaigrette

AMERICAN CHICKEN BLT 14/16

Grilled, marinated pasture-raised chicken breast | maple bacon | cherry tomatoes | mixed greens | garlic aioli

CHICKEN CAPRESE 14/16

Grilled pasture-raised chicken breast | fresh mozzarella | cherry tomatoes | avocado | pesto | mixed greens | olive oil | balsamic reduction

DIPS AND BITES

LOADED SWEET-POTATO DIP 16

Mashed sweet potato | grass-fed Machaca beef or pasture-raised ground turkey | black beans | avocado | homemade pico de gallo | sour cream | crispy tortilla chips

HAPPY HIPPY HUMMUS DIP 13

Traditional hummus with pretzel crisps or veggies

CHEESY QUESADILLA 13.5

Organic cheddar cheese | homemade pico de gallo | black beans | sour cream
Add grilled pasture-raised chicken, ground pasture-raised turkey, or grass-fed Machaca beef 3

EASY STREET TACOS(3) 16 BEEF/15 POULTRY

Flour or corn tortillas | grass-fed Machaca beef or pasture-raised ground turkey | shredded organic cheddar | lettuce | sour cream & pico de gallo on side

TWICE BAKED LOADED NACHOS 16

Tortilla chips | pasture-raised turkey or grass-fed shredded Machaca beef | black beans | charred corn salsa | avocado | tomatoes | organic cheddar cheese | sour cream

BURGERS

Burgers served on brioche bun with a side salad or chips
Substitute: Over greens 1.3
Toppings: ketchup | mustard | mayo | lettuce | tomato | pickles | onion
Add: cheese slice 1 | avocado 2.5 | bacon 3.5 | fried egg 2

KAVA GRASS-FED BURGER 16

Seasoned grass-fed beef | brioche bun | choice of toppings

SLIDERS YOUR WAY (3) 14

Seasoned ground grass-fed beef or tomato-basil pasture-raised turkey, or grilled chicken sliders | cheese | choice of toppings

CALI GRILLED CHICKEN 15.5

Grilled marinated chicken breast | avocado | bacon | tomato | lettuce | garlic aioli sauce

THE GOBBLER TURKEY BURGER 14.5

Sun-dried tomato basil | seasoned pasture-raised turkey burger | garlic aioli | lettuce | tomato | red onion | choice of toppings

VEGGIE BURGER 14.5

Hand-made veggie burger (carrots | quinoa | amaranth, millet | artichoke | black beans | garbanzo beans | pinto beans | corn | red & yellow pepper | jalapeño | garlic | onion) | smoked paprika aioli sauce | choice of toppings

PALEO VEGGIE BURGER 14.5

Hand-made veggie burger (sweet potato | mushrooms | cassava root | coconut cream | flax seeds | celery | onion | sunflower seeds | chia seeds | hemp seeds | garlic) | smoked paprika aioli sauce | choice of toppings | served over greens

KID'S LUNCH

Choice of sides: cheddar bunnies | applesauce

GRILLED CHEESE 7.5

Melted cheese between two buttery toasted whole-wheat pieces of bread

SIMPLE SLIDERS 9.5

Your choice of beef, turkey or grilled chicken | choice of toppings
Add: cheese slice 1 | bacon 3.5 | fried egg 2

THE KAVA DIEM PROMISE:

AT KAVA DIEM WE HAVE A PASSION TO SERVE YOU AND OUR COMMUNITY THE CLEANEST AND MOST DELICIOUS FOOD AND DRINK. YOU CAN BE CONFIDENT THAT WE HAVE DONE OUR HOMEWORK AND HAVE MADE THE BEST CHOICE WE COULD WITH YOUR HEALTH AND SATISFACTION IN MIND. YOUR SUPPORT SUPPORTS OUR LOCAL FARMERS AND CULINARY ARTISANS. THANK YOU FOR ALLOWING US THE PLEASURE TO SERVE YOU AND GIVE BACK TO OUR COMMUNITY.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 25th day of September, 2023 between SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island Limited Partnership, an Illinois limited partnership (the "Landlord"), and Maple Leaf Roasters Café, Inc. (the "Tenant").

1. **PREMISES.** In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases unto Tenant and Tenant hereby rents and accepts from Landlord those certain premises containing approximately 3,072 rentable square feet which are outlined on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises"). The Premises are contained in that certain building located at 1 W. Illinois Street, Suite 170 and Suite 180, St. Charles, Illinois (the "Building"), which Building contains approximately 30,119 rentable square feet of space. The land on which the Building is situated, together with all improvements located thereon (collectively the "Property"), is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

2. **TERM.**

(a) Subject to and upon the terms and conditions set forth below, the term of this Lease shall be as follows:

(b) For purposes of this Lease, the following terms shall have the following meanings:

- (i) "Gross Rent Commencement Date" shall mean the date of Lease Execution;
- (ii) "Lease Expiration Date" shall mean March 31, 2029;
- (iii) "Lease Year" shall mean each twelve (12) month period commencing on the first day of the first full month after the Gross Rent Commencement Date and each anniversary thereafter during the Term (as hereinafter defined) of this Lease; provided, however, that if the Gross Rent Commencement Date is the first day of the month, the first Lease Year shall commence on the Gross Rent Commencement Date. The first Lease Year shall commence on the Gross Rent Commencement Date and end on the last day of the last month of the first Lease Year regardless of whether the first Lease Year is longer than twelve (12) months.
- (iv) "Term" shall mean the initial term of this Lease and any renewals or extensions thereof.
- (v) Tenant shall have the right to renew this Lease for Two (2) additional periods of Five (5) lease years. The option period(s) shall commence upon the expiration of the original term or option term as the case may be, of this Lease. Such option shall be deemed effectively exercised only if Tenant has given Landlord written notice not later than One Hundred Twenty (120) days prior to the expiration of the existing Lease Term and Tenant is not in Default under any terms of the Lease. The Base Rental during the option period shall be increased by three percent (3%) annually over the previous

year's base rental amount beginning with Option Lease Year One. All terms and provisions of the Lease Agreement and any Lease Amendment shall be applicable during such renewal term.

3. RENTAL.

(a) Base Rental. Tenant shall pay to Landlord, as base rental (the "Base Rental") during the Term of this Lease as follows:

<u>Period</u>	<u>Monthly Base Rental</u>	<u>\$ p/s/f</u>
Gross Rent Commencement Date-		
3/31/24	\$2,881.30	\$11.26
4/1/24 – 3/31/25	\$2,967.74	\$11.59
4/1/25 – 3/31/26	\$3,056.77	\$11.94
4/1/26 – 3/31/27	\$3,148.47	\$12.30
4/1/27 – 3/31/28	\$3,242.93	\$12.67
4/1/28 – 3/31/29	\$3,340.22	\$13.05

Each such monthly installment shall be due and payable in advance, on or before the first (1st) day of each and every month during the Term, without notice, demand or set-off. All payments received from the Tenant shall be applied by the Landlord in the following order of priority: restoring any deficit in the Tenant's security deposit; any expenses paid by Landlord which are required to be paid by Tenant pursuant to the terms of this Lease; past due rent, and current rent.

Deck Fee: Landlord shall credit Tenant's account the sum of One Thousand Dollars (\$1,000.00) on the first day of June each year for the term of this Lease and any Lease Extensions.

(b) Additional Rental. Tenant shall pay to Landlord Tenant's Proportionate Share (as hereinafter defined) of the Operating Expenses (the "Additional Rental") payable in equal monthly installments of Two Thousand Six Hundred Nine and 24/100 Dollars (\$2,609.24) beginning on the Gross Rent Commencement Date and until such amount is adjusted in accordance with the terms herein upon determination of a variation in the Tenant's Proportionate Share of the Operating Expenses. If this Lease commences or terminates on a date other than January 1, the annual Operating Expenses shall be prorated by multiplying one-twelfth (1/12) of the annual Operating Expenses by the number of full or partial months between the Commencement Date and December 31 of the year of commencement or between January 1 of the year of termination and the termination date, as the case may be. As used in this Lease, "Proportionate Share" shall mean a percentage factor, determined by dividing the net rentable square footage contained in the Premises by the net square footage contained in the Building.

C- 1270.5
T- 1174.44
F- 164.27

(i) Operating Expenses. "Operating Expenses" shall include those expenses paid by or on behalf of Landlord in respect to the management, operation, service and maintenance of the Property, including the Premises, in accordance with generally accepted principles of retail building management as applied to the operation and maintenance of office buildings similar to the type and nature of the Property and in the general market area as the Property. Operating Expenses shall include, but not be limited to, (A) Real Estate Taxes (as hereinafter defined); (B) premium costs for liability, boiler, extended coverage, casualty and other insurance covering the Property to be maintained by Landlord and required by the terms of this Lease; (C) electricity, gas,

water and other utility charges for the Property; (D) repair and maintenance of HVAC systems, elevators, irrigation systems and other mechanical systems; (E) repair and maintenance of the Common Areas (as hereinafter defined) and the Building structure and roof; (F) trash removal and snow removal; (G) janitorial service; (H) wages, salaries and fees of operating, auditing, accounting, maintenance and management personnel in connection with the Property; (I) all payroll charges for such personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called fringe benefits; (J) rental charges for office space chargeable to the operation and management of the Property; (K) license permits and inspection fees; (L) supplies and materials used in the operation and management of the Property; (M) furnishings and equipment not treated by Landlord as capital expenditures of the Property; (N) depreciation and the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program; (O) personal property taxes on property used in the operation, maintenance, service and management of the Property; (P) the cost, as reasonably amortized by Landlord, with interest at the rate of ten per cent (10%) per annum on the unamortized amount, of any capital improvement made after completion of initial construction of the Building which reduces Operating Expenses, but in an amount not to exceed such reduction for the relevant year; (Q) management fees relating to the Property; (R) the cost of any installation or improvement required by reason of any law, ordinance or regulation, which requirement did not exist on the date of the Lease and is generally applicable to similar office buildings; and (S) all other expenses reasonably necessary for the operation and management of the Property.

(ii) Real Estate Taxes. "Real Estate Taxes" shall include all taxes, including state equalization factor, if any, and assessments, special or otherwise, exclusive of penalties or discounts levied upon or with respect to the Property, including the Premises, imposed by any federal, state or local governmental agency, and including any use, occupancy, excise, sales or other like taxes (other than general income taxes on rent or other income from the Building).

Real Estate Taxes also shall include the expense of contesting the amount or validity of any such taxes, charges or assessments, such expense to be applicable to the period of the item contested. Real Estate Taxes shall not, however, include income, franchise, capital stock, estate or inheritance taxes unless Landlord reasonably determines that such taxes are in lieu of real estate taxes, assessments, rental, occupancy and other like excise taxes. For purposes of this Lease, Real Estate Taxes for any calendar year shall be those taxes which are assessed against the Property for such calendar year even though the payment date for such taxes occurs in the subsequent calendar year.

Landlord shall retain the sole right to participate in any proceedings to establish or contest the amount of Real Estate Taxes. If a complaint against valuation, protest of tax rates or other action increases or decreases the Real Estate Taxes for any calendar year, resulting in an increase or decrease in rent hereunder, the Real Estate Taxes for the affected calendar year shall be recalculated accordingly and the resulting increased rent plus the expenses incurred in connection with such contest, or decreased rent, less the expenses incurred in connection with such contest, shall be paid simultaneously with or applied as a credit against, as the case may be, the rent next becoming due.

(c) Payment of Proportionate Share. To provide for current payments of Operating Expenses, Tenant shall pay Tenant's Proportionate Share of the Operating Expenses, as estimated

by Landlord from time to time, in twelve (12) monthly installments, commencing on Gross Rent Commencement Date and then the first day of the month following the month in which Landlord notifies Tenant of the amount of its estimated Proportionate Share thereafter. Landlord shall estimate the amount of Operating Expenses for each year and then reconcile such estimated expenses in the following year based on actual Operating Expenses for the prior year paid by Landlord. If Tenant's Proportionate Share of the actual Operating Expenses shall be greater than or less than the aggregate of all installments so paid on account to Landlord for such twelve (12) month period, then within ten (10) days of Tenant's receipt of Landlord's statement of reconciled Operating Expenses, Tenant shall pay to Landlord the amount of such underpayment, or Landlord shall credit Tenant for the amount of such overpayment against the next maturing installment(s) of rent, as the case may be. The obligation of Tenant with respect to the payment of Tenant's Proportionate Share of the Operating Expenses shall survive the termination of this Lease. Any payment, refund, or credit made pursuant to this subparagraph 3(c) shall be made without prejudice to any right of Tenant to dispute the statement as hereinafter provided, or of Landlord to correct any item(s) as billed pursuant to the provisions hereof. Landlord's failure to give such statement shall not constitute a waiver by Landlord of its right to recover rent that is due and payable pursuant to this subparagraph 3(c).

(d) Dispute of Operating Expenses. If Tenant questions in writing any such notice of reconciled Operating Expenses (or revised notice thereof), and if the question is not amicably settled between Landlord and Tenant within thirty (30) days after said notice of reconciled Operating Expenses (or revised notice) has been given and as Tenant's only option, Tenant shall submit a formal written request to Landlord of its intent to conduct a formal audit of Landlord's books and records. Tenant shall, during the sixty (60) days next following the expiration of such thirty (30) day period, employ an independent certified public accountant, at Tenant's expense, to audit Operating Expenses. The determination of such accountant shall be final, conclusive and binding upon Landlord and Tenant. Tenant understands that the actual itemization of, and the amount of individual items constituting, Operating Expenses is confidential; and while Landlord shall keep and make available to such accountant all records in reasonable detail, and shall permit such accountant to examine and audit such of Landlord's records as may reasonably be required to verify such reconciled Operating Expenses, at reasonable times during business hours, Landlord shall not be required to (and the accountant shall not be permitted to) disclose to any person, firm or corporation, including to Tenant, any such details (it being the intent of the parties that such accountant shall merely certify to Landlord and to Tenant the correct amount of adjusted additional Operating Expenses for the calendar year). Any change in the reconciled Operating Expenses required by such accountant's determination shall be made within thirty (30) days after such determination has been rendered. The expenses involved in such determination shall be borne by Tenant and deemed to be Additional Rental under this Lease, unless the results of such audit determine that the difference between the Operating Expenses as determined by the audit and the Operating Expenses as determined by Landlord is greater than five percent (5%) of the Operating Expenses as determined by Landlord, in which case such expenses shall be borne by Landlord. If Tenant does not, in writing, question the reconciled Operating Expenses within the thirty (30) days after such notice has been given, Tenant shall be deemed to have approved and accepted such reconciled Operating Expenses. This waiver is given with Tenant's full knowledge and consent.

(1) Landlord's Books and Records. Landlord shall make available to Tenant or Tenant's lease auditor, the following books and records:

- (i) Operating expense ledger;
- (ii) Reconciliation of operating expense ledger and amount billed as [Operating Expenses/CAM Costs];
- (iii) Cash disbursement journals;
- (iv) Accounts payable or distribution journals;
- (v) Journal entries relating to [Operating Expenses/CAM Costs], as shall be reasonable requested by Tenant;
- (vi) Accounts payable and accruals;
- (vii) Copies of paid real estate property tax bills;
- (viii) Vendor paid bills;
- (ix) Vendor contracts;
- (x) Management agreement and calculations of management fees;
- (xi) Calculations of Tenant's Rent increase based on CPI or porter's wage;
- (xii) Gross-up calculations, if applicable;
- (xiii) Work order tickets;
- (xiv) Paid and outstanding billings to Tenant;
- (xv) Pending and received recoveries from insurers, vendors, others;
- (xvi) Documentation regarding insurance claims;
- (xvii) Occupancy records, if applicable;
- (xviii) Sub-metering records, if applicable;
- (xix) HVAC overtime records;
- (xx) Payroll records, limited to the following:
 - (a) Census of number of employees by category (e.g. maintenance, janitorial, security, administrative, and building engineers);
 - (b) Allocation to other properties or to departments not included in [Operating Expenses/CAM Costs];
 - (c) Total annual compensation by category; and
 - (d) Report (from the payroll service bureau) of the final payroll period of the year, with a reconciliation due to employee turnover, change in number of personnel per department, and change in rates;
- (xxi) Identification of electrical meters;
- (xxii) Method and details for expense allocations;
- (xxiii) Method of space measurement;
- (xxiv) Copies of reports of independent CPAs, if applicable; and
- (xxv) 'As build' plans.

(2) Excluded Books and Records. Tenant acknowledges and agrees that neither Tenant nor Tenant's lease auditor shall have the right to review any income tax returns of Landlord, leases of other tenants in the [Building/Center], and books or records not listed in Paragraph 1 hereof.

(e) Adjustments to Operating Expenses. If a clerical error occurs or Landlord or Landlord's accountants discover new facts, which error or discovery causes Operating Expenses for any period to increase or decrease, upon notice by Landlord to Tenant of the adjusted additional Operating Expenses for such calendar year, the adjusted additional Operating Expenses shall apply and any deficiency or overpayment of Tenant's Proportionate Share of the Operating Expenses, as the case may be, shall be paid by Tenant or taken as a credit by Tenant according to the provisions set forth above. This provision shall survive the termination of the Lease.

(f) Percentage Rental. N/A

(g) Other Charges. All costs, expenses and other sums that Tenant assumes or agrees to pay to Landlord pursuant to this Lease ("Other Charges") shall be deemed rental and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies herein provided for in case of nonpayment of Base Rental and Additional Rental. If a monthly installment of rent is not received on or before the tenth (10th) day of the month in which it is due, other remedies for nonpayment of rent notwithstanding, Tenant shall pay to Landlord, a late charge of ten percent (10%) of such installment as rent for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payment. For purposes of this Lease, "rent" shall mean Base Rental, Additional Rental, and Other Charges.

(h) Place of Payment. Tenant shall pay all rent and other charges due under this Lease without demand, deduction or set off to Landlord at 77 North First Street, Geneva, Illinois 60134, or at such other place as Landlord may designate from time to time hereafter by written notice to Tenant.

4. CONSTRUCTION.

(a) Improvements to be Constructed. Tenant to take the Premises "as-is". Landlord has made no promise to alter, remodel or improve the Premises, the Building or the Property.

(b) Work Prior to Commencement Date. Landlord shall not be required to deliver actual possession of the Leased Premises to Tenant unless and until Tenant has delivered to Landlord the certificate of insurance as required pursuant to Paragraph 13.

(c) Tenant's Work. The Tenant shall be solely responsible for performing any and all work and installation (the "Tenant's Work"). Within Twenty (20) days after execution of this Lease the Tenant shall submit to the Landlord for approval the plans and specification for the Tenant's Work (the "Plans"), the general contractor contract for the Tenant's Work (the "Construction Contracts"), and evidence of the Tenant's ability to pay for the cost of the Tenant's Work (the "Tenant's Contribution") in excess of the Landlord's Contribution (as hereinafter defined).

The Tenant shall diligently pursue completion of the Tenant's Work in accordance with the Plans and Construction Contracts approved by the Landlord and all applicable governmental laws and regulation, free and clear of any claims for mechanic's liens.

The Landlord, its agents and employees shall have the right, but not the obligation, to inspect the construction of the Tenant's Work as it progresses from time to time, but such inspection shall not relieve the Tenant of any liability if the Tenant's Work does not conform to the approved Plans, the Construction Contracts and/or applicable governmental laws and regulations.

(d) Landlord's Contribution. Intentionally Deleted

5. USE OF THE PREMISES.

(a) Use. The Premises shall be used only for a **quick service food and coffee establishment** and for no other purpose or purposes without the prior written consent of Landlord. The Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises are leased. The Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises, and shall except during reasonable periods of repairing, cleaning and decorating keep the premises open to the Public for business with adequate and competent personnel in attendance on all days from the hours of 5:21 a.m. until 10 p.m. or as otherwise determined by Tenant utilizing Tenant's reasonable business judgment except for public holidays and to the extent the Tenant may be prohibited from being open for business by applicable law, ordinance or government regulation.

(b) Prohibitions on Use. The Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house". The Tenant shall not advertise that it sells products or services at "discount", "cut-price", or "cut-rate" prices. The Tenant shall not permit any objectionable or unpleasant odors to emanate from the Premises, nor place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building or distribute leaflets or other advertising material in the Common Area; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the Building or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Building.

(c) Display Windows. The Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs in front of the Premises lighted from dusk to 10 p.m. every day, including Sundays and holidays.

(d) Advertising. Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by the Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

(e) Permits. The Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. The Lease shall be contingent upon Tenant obtaining all permits, certificates, and licenses necessary for the occupancy of the Premises and operation of the business. Tenant shall be obligated to apply for all such permits and licenses within thirty (30) days after execution of the Lease.

6. ALTERATIONS.

(a) Prohibition. Tenant shall not make any alterations, additions or improvements (collectively, the "Alterations") in or to the Premises, or in or to the Building without the express

prior written consent of Landlord; provided, however, that Landlord shall not be unreasonable in withholding consent to nonstructural Alterations.

(b) Indemnification. In addition to the indemnity set forth in Paragraph 12 of this Lease, Tenant hereby specifically agrees to indemnify and hold harmless Landlord from and against any and all liabilities, costs and expenses of every kind and description, including attorneys' fees, that may arise out of or in any manner be connected with any Alterations made by Tenant. Tenant shall pay the cost of all such Alterations and all costs associated with decorating the Premises that may be occasioned thereby. Upon completion of any such Alterations, Tenant shall furnish Landlord with receipted bills covering all labor and materials used, together with such documentation as is necessary to comply fully with the mechanics' lien law of the state in which the Premises are located. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor or material shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises.

(c) Compliance and Supervision of Alterations. All Alterations made by Tenant hereunder shall be installed in a good and workmanlike manner, using only materials of the same or higher quality as those installed in the Building. All Alterations shall comply with all requirements of Landlord's insurance carriers and with all laws, rules, ordinances and regulations of any lawful authority. Tenant shall permit Landlord to supervise construction operations in connection with any such Alterations, if Landlord requests the right to do so (but Landlord shall have no obligation to make such requests, or having done so, to supervise construction). Landlord's supervision of construction shall be done solely for the benefit of Landlord and shall not alter Tenant's liability and responsibility under this Paragraph 6.

(d) Landlord's Property. All Alterations, including hardware, non-trade fixtures and wall and floor coverings, whether placed in or upon the Premises by Landlord or Tenant, shall become Landlord's property and shall remain with the Premises at the termination of this Lease, whether by lapse of time or otherwise, without compensation, allowance or credit to Tenant; provided however, that notwithstanding the foregoing, Landlord may request that any or all of said Alterations in or upon the Premises made by Tenant be removed by Tenant at the termination of this Lease. If Landlord requests such removal or if Tenant removes its trade fixtures, Tenant shall remove the same prior to the end of the Term and shall repair all damage to the Premises, the Building or the Property caused by such removal. Tenant shall not, however, be required to remove pipes and wires concealed in floors, walls or ceilings, provided that Tenant properly cuts and caps the same, and seals them off in a safe, lawful and workmanlike manner, in accordance with Landlord's reasonable requirements and all applicable building codes. If Tenant does not remove any Alterations when requested by Landlord to do so, Landlord may remove the same and repair all damage caused thereby, and Tenant shall pay to Landlord the cost of such removal and repair immediately upon demand therefor by Landlord, plus fifteen per cent (15%) of the cost of such removal to reimburse Landlord for its administrative expense. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

(e) Wiring. Landlord will direct electricians as to where and how telephone and computer wires are to be introduced. No boring or cutting for wires will be allowed without Landlord's consent. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to Landlord's approval.

7. MECHANICS' LIENS.

(a) If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Premises, Tenant, at its own cost and expense, shall cause the same to be discharged of record within ten (10) days of the filing thereof unless Tenant shall contest the validity of such lien by appropriate legal proceedings diligently conducted in good faith and without expense to Landlord and shall bond or insure Landlord against any such liens; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including attorneys' fees, on account thereof.

(b) If Tenant shall fail to cause such liens to be discharged of record within the aforesaid ten (10) day period or shall fail to satisfy such liens within ten (10) days after any judgment in favor of such lien-holders from which no further appeal might be taken, then Landlord shall have the right to cause the same to be discharged. All amounts paid by Landlord to cause such liens to be discharged, plus interest on such amounts at the Default Rate shall constitute Other Charges payable by Tenant to Landlord.

8. MAINTENANCE AND REPAIR.

(a) Tenant's Maintenance. Tenant, at its sole cost and expense, shall maintain, replace and repair during the Term of this Lease the Premises and every part thereof and any and all appurtenances thereto, including, but not limited to, the doors, doorways, locks, emergency exit signs, lights, bulbs, fire extinguishers, window casement, plate glass windows and interior walls of the Premises; special light fixtures; kitchen fixtures; heating, ventilation, and associated duct work; private bathroom fixtures and any other type of special equipment, together with related plumbing or electrical services; and rugs, carpeting, wall coverings, and drapes within the Premises, whether installed by Tenant or by Landlord on behalf of Tenant, and whether or not such items will become Landlord's property upon expiration or termination of this Lease. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to such items at Tenant's expense, which shall constitute Other Charges payable by Tenant to Landlord. Within ten (10) days after Landlord renders a bill for the cost of said repairs, Tenant shall reimburse Landlord. Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Landlord shall replace or repair any outside HVAC or air conditioning units in the event that such units fail to operate and such failure is not the result of failure to maintain such units by Tenant. Tenant shall secure Landlord's approval to access roof for maintenance, repair and installation of any apparatus.

(b) Landlord's Maintenance. Subject to Paragraph 8(a) above, Landlord shall keep, repair and maintain the Building (including the roof and structural members, the Common Areas, mechanical and electrical equipment, the exterior and architectural finish, and all items except those excepted elsewhere in this Lease) of which the Premises are a part, and the lawn, shrubs and other landscaping on the Property, all in good and tenantable condition during the Term of this

Lease. Landlord shall, in addition, supply reasonable snow removal for the walkways of the Property during Normal Business Hours (as hereinafter defined). Tenant shall notify Landlord immediately when any repair to be made by Landlord is necessary. If any portion of the Building or the Premises is damaged through the fault or negligence of Tenant, its agents or employees, then Tenant shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and Tenant shall, on demand, pay the cost thereof, together with interest at the Default Rate to Landlord as Other Charges which shall be considered additional rent. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which notice Landlord shall have reasonable opportunity to repair the same or cure such defect. For the purposes of making any repairs or performing any maintenance, Landlord may block, close or change any entrances, doors, corridors, elevators, or other facilities in the Building or in the Premises, and may close, block or change sidewalks, driveways or parking areas of the Property. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience and Tenant shall not be entitled to any abatement of rent by reason of any repairs, alterations or additions made by Landlord under this Lease

(c) Inspection. Tenant shall permit Landlord, its agents, employees and contractors, at any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable to safeguard, protect or preserve the Premises, the Building or Landlord's interests; to operate or improve the Building; to comply on behalf of Tenant with all laws, orders and requirements of governmental or other authority (if Tenant fails to do so); to examine the Premises to verify Tenant's compliance with all of the terms, covenants, obligations and conditions of this Lease; or to exercise any rights with respect to the Premises that Landlord may exercise in the event of default by Tenant.

9. COMMON AREAS.

(a) Grant. During the Term of this Lease, Landlord grants to Tenant, its employees, customers and invitees, a nonexclusive license to use, in common with all others to whom Landlord has granted or may hereafter grant a license to use, the common areas of the Property, including but not limited to, the sidewalks, halls, passages, exits, entrances, stairways, restrooms, parking areas [except as provided for in subparagraph (b) below], driveways and landscaped areas (collectively the "Common Areas") subject to reasonable rules and regulations respecting the Common Areas as Landlord may from time to time promulgate. The Common Areas shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. The Common Areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor its employees, customers or invitees shall go upon the roof or mechanical floors or into mechanical areas of the Building.

(b) Parking. Non-exclusive parking will be provided in the parking area of the Property. Landlord shall not be liable for any vehicle of Tenant or its employees that the Landlord shall have towed from the Premises when illegally parked. Landlord shall have no liability to Tenant for any damages or claims arising from the use of the parking area or roadways by Tenant,

other tenants, or their customers, invitees or employees. Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion determine. **In addition, Landlord agrees to provide two (2) short term parking spaces in the North parking lot for Tenant's use. The location of such spots shall be entirely to the Landlord's sole discretion but in close proximity to the Premises.**

(c) Right to Change Common Areas. Landlord may do and perform such acts in and to the Common Areas as, Landlord, in its good business judgment, shall determine to be advisable. Landlord hereby reserves the right to make alterations, additions, deletions or changes to the Common Areas, including, but not limited to, changes in its size and configuration.

10. BUILDING SERVICES.

(a) Utilities Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. Tenant shall place all meters that directly service the Premises into tenant's name as soon as possible after the Lease Execution Date. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises. Tenant shall pay all electric charges for its exterior signs.

(b) Air-Conditioning and Heat. Landlord shall provide air conditioning and heat to the Building's Common Area for comfortable occupancy during all days the Tenant is open for business subject at all times, however, to restrictions placed upon Landlord by any duly constituted governmental agency and/or by any utility supplier.

(c) Interruption of Services. Tenant hereby acknowledges that any one or more of the utilities or building services specified in this Paragraph 10 may be interrupted or diminished temporarily by Landlord or other person until certain repairs, alterations or other improvements to the Premises or other parts of the Property can be made or by any event or cause which is beyond Landlord's reasonable control, including, without limitation, any ration or curtailment of utility services; that Landlord does not represent, warrant or guarantee to Tenant the continuous availability of such utilities or building services; and that any such interruption shall not be deemed or construed to be an interference with Tenant's right of possession, occupancy and use of the Premises, shall not render Landlord liable to Tenant for damages or entitle Tenant to any reduction of Base Rental, and shall not relieve Tenant from its obligation to pay Base Rental and to perform its other obligations under this Lease.

(d) Energy Curtailment. Landlord and Tenant specifically acknowledge that energy shortages in the region in which the Property is located may from time to time necessitate reduced or curtailed energy consumption on the Property. Tenant shall comply with all such rules and regulations as may be promulgated from time to time by any governmental authority with respect to energy consumption, and during such period of time as such governmental authority may so require, Tenant shall reduce or curtail operations in the Premises as shall be directed by Landlord or such governmental authority. Compliance with such rules and regulations and/or such reduction or curtailment of operation shall not constitute a breach of Landlord's covenant of quiet enjoyment

or otherwise invalidate or affect this Lease, and Tenant shall not be entitled to any diminution or abatement in Base Rental during the periods of reduction or curtailment of operations.

11. ESTOPPEL CERTIFICATES. Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord or to Landlord's mortgagee, prospective mortgagee, land lessor or prospective purchaser of the Property or any part thereof, an estoppel certificate, in form and substance substantially similar to that attached as Exhibit "E" and incorporated herein by reference. Tenant shall make such modifications to such estoppel certificate as may be necessary to make such certificate true and accurate, it being intended that any such statement delivered pursuant to this Paragraph 11 may be relied upon by any such mortgagee, prospective mortgagee, prospective purchaser, or land lessor of the Property. If Tenant fails to provide such estoppel certificate with ten (10) days after Landlord's request, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify on behalf of Tenant.

12. INDEMNIFICATION; WAIVER OF CLAIMS.

(a) Tenant shall protect, indemnify, and hold harmless Landlord, its agents, servants, employees, officers, directors and partners forever against and from (i) any penalty, damages, charges or costs imposed or resulting from any violation of any law, order or ordinance of any governmental agency, or by the use and occupancy of the Premises by Tenant, whether occasioned by the neglect of Tenant or those holding under Tenant; (ii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of or from any accident or other occurrence on or about the Premises or the Property causing injury to any person or property, except caused by the negligent or intentional act or omission of Landlord or its servants, agents or employees; (iii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of any failure of Tenant in any respect to comply with or perform all the requirements and provisions of this Lease or arising out of any use of the Premises or the Property by Tenant or any one claiming by, through or under Tenant.

Landlord shall protect, indemnify, and hold harmless Tenant, its agents, servants, employees, officers, directors and partners forever against and from (i) any penalty, damages, charges or costs imposed or resulting from any violation of any law, order or ordinance of any governmental agency, or by the use and occupancy of the Premises by Landlord or other tenants in the Building, whether occasioned by the neglect of Landlord or those holding under Landlord; (ii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of or from any accident or other occurrence on or about the Premises or the Property causing injury to any person or property, except caused by the negligent or intentional act or omission of Tenant or its servants, agents or employees; (iii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of any failure of Landlord in any respect to comply with or perform all the requirements and provisions of this Lease or arising out of any use of the Premises or the Property by Landlord or any one claiming by, through or under Landlord.

(b) Landlord shall not be liable for, and Tenant hereby waives all claims against Landlord, (i) for any and all damage or loss to fixtures, equipment or other property of Tenant and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, in, upon or about the Premises or the Property; or (ii) for injury or death to any person, occurring in, upon or about the Premises or the Property; resulting from any cause whatever (except caused by the

negligent or intentional act or omission of Landlord or its servants, agents or employees), including, but not limited to, water, snow, frost, ice, explosion, falling plaster, fire or gas, smoke or other fumes, nor by reason of the leaking, breaking, backing up or other malfunction of any lines, wires, pipes, tanks, boilers, lifts or any other appurtenances, regardless by whom installed or maintained (Tenant hereby expressly assuming all responsibility for the safety and security of the person and property of Tenant, and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, while in, upon or about the Premises). The occurrence of any event described in this Paragraph 12 shall not constitute a breach of Landlord's covenant of quiet enjoyment set forth in Paragraph 17.

13. INSURANCE.

(a) Tenant's Insurance. Tenant, at its sole cost and expense, shall carry during the entire Term of this Lease, and provide to Landlord a certificate of insurance prior to Possession, the following types of insurance:

(i) Commercial general liability insurance against injuries to persons occurring in, upon or about the Premises, with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate coverage per one (1) accident or disaster, and One Million Dollars (\$1,000,000.00) for property damage;

(ii) Fire, extended coverage, vandalism and malicious mischief, and sprinkler damage and all-risk insurance coverage on all personal property, trade fixture, floor coverings, wall coverings, furnishings, furniture, and contents for their full insurable value on a replacement cost basis;

(iii) Workers' Compensation or similar insurance, if and to the extent required by law and in form and amounts required by law;

(iv) Such other insurance reasonably required by Landlord due to the nature of Tenant's use of the Premises.

(b) Landlord as Additional Insured. All such insurance required to be maintained by Tenant shall name Landlord as an additional insured and shall be written with a company or companies reasonably satisfactory to Landlord, having a policyholder rating of at least "A" and be assigned a financial size category of at least "Class XIV" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the state in which the Premises are located. Tenant shall deliver to Landlord copies of such policies and customary insurance certificates evidencing such paid-up insurance. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives Landlord and Landlord's mortgagee(s) at least thirty (30) days prior written notice thereof.

(c) Landlord's Insurance. Landlord shall maintain in force, at all times during the Term of this Lease, a policy or policies of fire and casualty insurance to the extent of at least eighty percent (80%) of the insurable value of the Building.

(d) **Increase in Premiums.** If insurance premiums payable by Landlord are increased as a result of any breach of Tenant's obligations under this Lease or as a result of Tenant's use and occupancy of the Premises, Tenant shall pay to Landlord an amount equal to any increase in such insurance premiums.

14. **WAIVER OF SUBROGATION.** Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or in any manner growing out of or connected with Tenant's use and occupation of the Premises, the Building or the Property or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees; provided, however, that this release shall apply only to the extent that such business interruption or loss or damage is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant or both. Nothing in this Paragraph 14 shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence hereof. Because this Paragraph 14 will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company that has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages because of the mutual waivers contained in this Paragraph 14.

15. **HOLDING OVER.** If Tenant retains possession of the Premises or any part thereof after the termination of this Lease, Tenant shall, from that day forward, be a tenant from month to month and Tenant shall pay Landlord rent at two (2) times the monthly amount of Base Rental and Additional Rent in effect immediately prior to the termination of this Lease for the time the Tenant remains in possession. No acceptance of rent by, or other act or statement whatsoever on the part of Landlord or its agent or employee, in the absence of a writing signed by Landlord, shall be construed as an extension of or as a consent for further occupancy. Tenant shall indemnify Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Paragraph 15 do not exclude pursuit of Landlord's right of re-entry or any other right hereunder.

16. **ASSIGNMENT AND SUBLEASE.**

(a) **Prohibition.** Tenant shall not assign, convey, mortgage, pledge, encumber or otherwise transfer this Lease or any interest therein, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without receiving Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event of any assignment, subletting, transfer or occupancy by someone other than Tenant, whether or not expressly or impliedly approved by Landlord, Tenant shall, nevertheless, at all times, remain fully responsible and jointly and severally liable for the payment of the rent and for compliance with all other obligations imposed upon Tenant under the terms, provisions and covenants of this Lease. Any assignment or sublease shall contain a provision whereby the assignee or subtenant agrees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent applicable, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each assignment or sublease and an agreement of compliance by each assignee or subtenant. Any sublease shall also

contain a provision that in the event of default by Tenant hereunder and a termination of this Lease by Landlord, such subtenant shall, at Landlord's option, attorn to Landlord as if Landlord were the lessor under the sublease.

(b) **INTENTIONALLY DELETED.**

(c) **Right to Collect Rents Directly.** Upon the occurrence of an "event of default" as set forth in Paragraph 21 hereof, if all or any part of the Premises is then assigned, sublet, transferred or occupied by someone other than Tenant, then, in addition to any other remedies provided in this Lease or provided by law, Landlord, at its option, may collect directly from the assignee, subtenant, transferee or occupant all rent becoming due to Tenant by reason of the assignment, sublease, transfer or occupancy. Any collection directly by Landlord from the assignee or subtenant shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

(d) **Excess Rent.** If Tenant assigns this Lease or sublets all or a portion of the Premises for an amount in excess of the Base Rental (or the prorata share of Base Rental in the case of a sublease of a portion of the Premises), then Tenant shall pay to Landlord, as rent, one hundred percent (100%) of such excess received by Tenant.

17. **QUIET ENJOYMENT.** If Tenant shall pay the rents and other sums due to be paid by Tenant hereunder as and when the same become due and payable, and if Tenant shall keep, observe and perform all of the other terms, covenants and agreements of this Lease on Tenant's part to be kept, observed and performed, Tenant shall, at all times during the Term herein granted, peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord, except for regulations imposed by any governmental or quasi-governmental agency on the occupancy of Tenant or the conduct of Tenant's business operations.

18. **COMPLIANCE WITH LAWS AND WITH RULES AND REGULATIONS.**

(a) **Laws.** Tenant, at its sole cost and expense, shall procure any permits and licenses required for the transaction of Tenant's business in the Premises. Tenant, at its sole cost and expense, shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all state, federal, municipal and other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Premises, the Building and the Property at any time in force, applicable to the Premises or to Tenant's use thereof, except that Tenant shall not be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of the Premises, unless such alteration is required because of a condition that has been created by, or at the instance of, Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements under this Lease. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the Premises by Tenant.

(b) **Rules and Regulations.** Tenant shall comply with all rules and regulations for the Building, which current rules and regulations are attached hereto as Exhibit "F" and with such reasonable modifications thereof and additions thereto as Landlord may make hereafter, from time

to time. Notwithstanding anything contained in this Lease, Landlord shall not be responsible nor liable to Tenant, its agents, representatives, employees, invitees or licensees, for the nonobservance by any other tenant of any rules and regulations.

19. FIRE AND CASUALTY.

(a) If the Premises or the Building or any substantial part of either is damaged or destroyed by fire or other casualty, cause or condition whatsoever, and such damage or destruction cannot be repaired within one hundred twenty (120) days, Landlord may terminate this Lease, by written notice to Tenant given within thirty (30) days after such damage. If the Premises are damaged or destroyed or access thereto or use thereof is affected by the damage, then Landlord's termination shall be effective as of the date of such damage; otherwise said termination shall be effective thirty (30) days after such notice.

(b) If the Common Areas in the Building are damaged or destroyed by fire or other casualty, cause or condition whatsoever, to such an extent as to substantially interfere with Tenant's use of the Premises or if the Premises or a substantial part thereof are made untenable, and such damage or destruction cannot be repaired within one hundred twenty (120) days, then Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after such damage, said termination to be effective as of the date of such damage.

(c) In the event of a termination of the Lease under sub prior paragraphs (a) and (b), each party releases the other for any cause of action arising from said termination.

(d) Unless this Lease is terminated as herein above provided, Landlord shall proceed with due diligence to restore, repair and replace the Premises and the Building to the same condition as they were in as of the Commencement Date. Provided such damage or destruction was not caused or contributed to by an intentional act or negligence of Tenant, its agents, employees, invitees or those for whom Tenant is responsible, from and after the date of such damage to date of completion of said repairs, replacements and restorations, a just proportion of the rent shall abate according to the extent the full use and enjoyment of the Premises are rendered impossible by reason of such damage. Landlord shall be under no duty to restore any alterations, improvements or additions made by Tenant. In all cases, due allowance shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's control.

20. EMINENT DOMAIN.

(a) If all the Premises or a substantial part thereof shall be taken for any public or quasi-public use under any statute or by rights of eminent domain or by private purchase in lieu thereof, this Lease shall terminate as of the date of vesting of title. Landlord shall be entitled to receive the entire award paid for such taking or condemnation, Tenant hereby assigning to Landlord all Tenant's right, title and interest therein, if any. Nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property or fixtures belonging to Tenant, for the interruption of or damage to Tenant's business or for Tenant's moving expenses but only if such award shall be in addition to the award for the Property and the Building (or portion thereof) containing the Premises.

(b) If fifty percent (50%) or more of the Building other than the Premises shall be condemned, taken or purchased in lieu thereof, then Landlord may terminate this Lease by notifying Tenant of such termination within sixty (60) days after the date of vesting of title. This Lease shall expire on the date specified in such notice of termination, which date shall be not less than sixty (60) days after the giving of such notice. The rent hereunder shall be apportioned as of such termination date.

(d) Any such taking, condemnation or temporary requisition which does not result in a termination of this Lease, as hereinbefore provided in this Paragraph 20, shall not be cause for any reduction or diminution of the rental payment hereunder.

21. DEFAULT.

(a) If (i) Tenant fails to pay when due any rent, or any other sums required to be paid hereunder by Tenant; or (ii) Tenant defaults in the performance or observance of any other agreement or condition on its part to be performed or observed; or (iii) Tenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any arrangement, composition, liquidation or dissolution under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or of the Premises, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; or (iv) a court enters an order, judgment or decree approving a petition filed against Tenant seeking any arrangement, composition, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or (v) Tenant fails to operate or closes its business upon the Premises, for reasons other than fire or other casualty or condemnation, for a period of fifteen (15) consecutive days; or (vi) Tenant abandons or vacates the Premises; then in any such event and at any time thereafter, Landlord may, without notice to Tenant, and in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity, exercise any one or more of the following rights:

(b) Landlord may (A) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and (B) reenter the Premises, by summary proceedings or otherwise, remove Tenant and all other persons and property from the Premises and store such property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

(c) Landlord may reenter and take possession of the Premises, without terminating this Lease and without relieving Tenant of its obligations under this Lease, and divide or subdivide the Premises in any manner Landlord may desire and lease or let the Premises or portions thereof, alone or together with other premises, for such term or terms (which may be greater or less than the balance of the remaining portion of the Term of this Lease) and on such

terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its discretion, may determine.

(d) If this Lease is terminated by Landlord pursuant to this Paragraph 21, Tenant nevertheless shall remain liable for any Base Rental, Additional Rental and Other Charges required to be paid hereunder and damages that may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees (all such rents, damages, costs, fees and expenses being referred to herein collectively as "Termination Damages"). Termination Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to this Paragraph 21.

(e) If Landlord reenters and takes possession of the Premises pursuant to this Paragraph 21, without terminating this Lease, and re-lets the Premises or any part thereof (which Landlord shall have no obligation to do), the net rentals from such letting shall be applied first to the costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees, in renting the Premises or part thereof to others from time to time (including the cost and expense of making such improvements to the Premises as may be necessary, in Landlord's sole discretion, to enable Landlord to re-let same). The balance, if any, shall be applied by Landlord from time to time on account of the rent and other payments due from Tenant hereunder, with the right reserved to Landlord to bring such actions or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time without being obligated to await the end of the Term for the final determination of Tenant's account. Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, any failure by Landlord to re-let the Premises or any failure of Landlord to collect any rent due upon such re-letting.

(f) Upon the termination of this Lease or of Tenant's right to possession of the Premises by lapse of time or earlier termination as herein provided, Tenant shall remove its property from the Premises. Any such property of Tenant not removed from the Premises by Tenant at the end of the term or of Tenant's right to possession of the Premises, however terminated, whichever occurs earlier, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

(g) If Tenant at any time fails to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. Tenant shall pay upon demand all of Landlord's costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiations or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, which amount shall be deemed to be rent due and payable by Tenant, upon demand by Landlord, and Landlord shall have the

same rights and remedies for the nonpayment thereof, as in the case of default in the payment of rent.

(h) All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

(i) Notwithstanding Section 21(a)(i) above or any other provision of this Agreement, upon any alleged failure to pay when due any rent, or any other sums required to be paid by Tenant, Tenant shall be entitled to notice of default and shall have five (5) business days to cure.

(j) Notwithstanding Section 21(a)(ii) above or any other provision of this Agreement, upon any alleged failure to the performance or observance of any other agreement or condition to be performed or observed, Tenant shall be entitled to notice of default and shall have thirty (30) business days to cure.

(k) Notwithstanding any other provision of this Agreement, upon any event of default, to the extent Landlord is seeking damages against Tenant as a result thereof, then Landlord shall be required to use reasonable efforts to mitigate its damages generally, as and to the extent required by applicable law; provided, however, Landlord shall not be deemed to have failed to mitigate if Landlord leases any other premises in the Building before reletting all or any portion of the Premises. Any failure by Landlord to mitigate with respect to any period of time shall only reduce Base Rental and any other amount to which Landlord is entitled under this Lease, by the reasonable value of the Premises during such period. Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's regular rates for new leases of comparable space in the Building at the time in question shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

22. WAIVER OF DEFAULT OR REMEDY. No waiver of any covenant or condition or of 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 to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease or assert any other rights or remedies available to it on account of such default in the manner hereinbefore provided.

23. **FORCE MAJEURE.** If Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. No such interruption of any service to be provided by Landlord shall ever be deemed to be an eviction, actual or constructive, or disturbance of Tenant's use and possession of the Premises, the Building or the Property.

24. **SUBORDINATION OF LEASE.**

(a) This Lease shall be subject and subordinate to any first mortgage, first deed of trust or land lease now existing upon or that may be hereafter placed upon the Premises and the Property and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof and the lien of any such first mortgage, first deed of trust or land lease shall be superior to all rights hereby or hereunder vested in Tenant, to the full extent of all sums secured thereby, and the Tenant's rights hereunder shall not be disturbed as long as it is not in default. In confirmation of such subordination, Tenant shall, on request of Landlord or the holder of any such mortgages, deed(s) of trust and land leases, execute and deliver to Landlord within ten (10) days any instrument of subordination, non-disturbance and attornment that Landlord or such holder may reasonably request.

(b) If the interest of Landlord under this Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure, or other proceedings for enforcement of any first mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee (the "Purchaser") under the terms, covenants and conditions of this Lease for the balance of the Term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were the landlord under this Lease, and at the option of Purchaser, Tenant shall attorn to the Purchaser (including the mortgagee under any such mortgage, if it be the Purchaser), as its landlord, the attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon the attornment, to the extent of the then remaining balance of the Term of this Lease, and any extensions and renewals, shall be and are the same as those set forth in this Lease.

25. **NOTICES AND CONSENTS.** All notices contemplated by Illinois Forcible Entry and Detainer Law shall be given in accordance with such law. All other notices, demands, requests, consents and approvals that may or are required to be given by either party to the other shall be in writing and shall be served when sent by United States certified or registered mail, postage prepaid, or by overnight courier or personal delivery by designated agent at premise or other known address associated with such (a) if for Tenant, addressed to Tenant at the Building, or at such other place as Tenant may from time to time designate by notice to Landlord; or (b) if for Landlord, addressed to Shodeen Group, LLC, 77 North First Street, Geneva, Illinois 60134, or at such other place as Landlord may from time to time designate by notice to Tenant. All consents and approvals provided for herein must be in writing to be valid. All such other notices

shall be deemed to have been given if addressed and mailed as above provided and shall be effective on the date two (2) days after deposit in the United States mail or one (1) day after deposit with an overnight courier, or at the time of delivery if personally served.

26. SECURITY DEPOSIT AND PRE PAID BASE RENT.

(a) Tenant has deposited with Landlord the sum of Four Thousand Nine Hundred Ninety Two and 00/100 Dollars (\$4,992.00) as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. The security deposit is payable upon the Lease Execution Date. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default or for the payment of any other amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage that Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from Landlord's general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) within sixty (60) days at the expiration of the Term and upon Tenant's vacation of the Premises; provided, however, that Landlord shall be entitled to deduct from the security deposit any past due rent or other payments due to Landlord, including but not limited to estimated payments for common area maintenance, real estate taxes and insurance premiums. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to filing of such proceedings.

(b) Landlord may deliver the security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees of Landlord

27. MISCELLANEOUS TAXES. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, if nonpayment thereof shall give rise to a lien on the Premises, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishing, equipment and other personal property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property.

28. BROKERAGE COMMISSION. Except for Shodeen Group, LLC, Landlord and Tenant represent and warrant each to the other that each has dealt with no other broker, agent or other person in connection with this transaction and that no broker, agent or other person brought

about this transaction. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Paragraph 28 shall survive the termination of this Lease.

29. HAZARDOUS DEVICES AND CONTAMINANTS.

(a) **Prohibition.** Tenant and its agents, employees, contractors and invitees shall not use, store, release, generate or depose of or permit to be used, stored, released, generated or disposed of any Contaminants (as hereinafter defined) on or in the Premises.

(b) **Indemnification.** Tenant shall indemnify and hold harmless Landlord, its agents, servants, employees, officers and directors forever from and against any and all liability, claims, demands and causes of action, including, but not limited to, any and all liability, claims, demands and causes of action by any governmental authority, property owner or any other third person and any and all expenses, including attorneys' fees [including, but not limited to, attorneys' fees to enforce Tenant's obligation of indemnification under this Paragraph 29 (b)], relating to any environmental liability resulting from (i) any Release (as hereinafter defined) of any Contaminant at the Premises or emanating from the Premises to adjacent properties or the surrounding environment during the Term of this Lease; (ii) during the Term of this Lease, any generation, transport, storage, disposal, treatment or other handling of any Contaminant at the Premises, including, but not limited to, any and all off-site transport, storage, disposal, treatment or other handling of any Contaminant generated, produced, used and/or originating in whole or in part from the Premises; and (iii) any activities at the Premises during the Term of this Lease that in any way might be alleged to fail to comply with any Requirements of Law.

Landlord shall indemnify and hold harmless Tenant, its agents, servants, employees, officers and directors forever from and against any and all liability, claims, demands and causes of action, including, but not limited to, any and all liability, claims, demands and causes of action by any governmental authority, property owner or any other third person and any and all expenses, including attorneys' fees [including, but not limited to, attorneys' fees to enforce Landlord's obligation of indemnification under this Paragraph 29 (b)], relating to any environmental liability resulting from (i) any Release (as hereinafter defined) of any Contaminant at the Premises or emanating from the Premises to adjacent properties or the surrounding environment during the Term of this Lease; (ii) during the Term of this Lease, any generation, transport, storage, disposal, treatment or other handling of any Contaminant at the Premises, including, but not limited to, any and all off-site transport, storage, disposal, treatment or other handling of any Contaminant generated, produced, used and/or originating in whole or in part from the Premises; and (iii) any activities at the Premises during the Term of this Lease that in any way might be alleged to fail to comply with any Requirements of Law.

(c) **Definitions.**

(i) "Contaminant" shall mean any substance or waste containing hazardous substances, pollutants, and contaminants as those terms are defined in the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and any substance similarly defined or identified in any other federal, provincial or state laws, rules or regulations governing the manufacture, import, use, handling, storage, processing, release or

disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This definition includes friable asbestos and petroleum or petroleum-based products.

(ii) "Requirements of Law" shall mean any federal, state or local law, rule, regulation, permit, agreement, order or other binding determination of any governmental authority relating to the environment, health or safety.

(iii) "Release" shall have the same meaning as in the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.

30. **SIGNS; STORE FRONTS.** Tenant shall, at its sole cost and expense, have the right to install City of St. Charles approved signage that conform to the Landlord's rules and regulations. Tenant shall, at its sole cost and expense, have the right to display a Grand Opening sign and other promotional banners from time to time. All external signs and banners must be approved in writing by the Landlord, provided such approval shall not be unreasonably withheld. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion. For avoidance of doubt, existing signage shall be deemed to be acceptable by Landlord and may be retained. Tenant may not, under any circumstances, (a) place any signage on the building roof, canopy roofs extending over the building roof, penthouse walls or so as to project above the parapet, canopy or top of the wall upon which it is mounted or place any signage at any angle to the building; provided, however, the immediately foregoing sentence shall not apply any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; (b) paint any signs on the surface of the Leased Premises or any other surfaces of the Shopping Center; (c) install any flashing, moving or audible signs; (d) install any signs employing exposed raceways, neon tubes, ballast boxes or transformers; or (e) install any paper or cardboard signs, temporary signs, stickers or decals, whether in the windows of the interior or on the exterior of the Leased Premises (provided, however, the foregoing shall not prohibit the placement at the entrance of the Leased Premises of a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar bits of information). At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant may not install any exterior sign that identifies leased departments and/or concessionaires operating under the Tenant's business or trade name, nor identify specific brands or products for sale or services offered within the Leased Premises, unless such identification is used as part of Tenant's trade name. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

The Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this lease all signs in accordance with landlord's sign criteria. The Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

The Tenant shall be responsible for having signs which comply with all applicable laws and apply for all local sign permits required within local ordinances.

If any Tenant sign is left on the leased Premises for more than thirty (30) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

31. LOCKS. No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. Except for those keys provided by Landlord, no keys for any door shall be made. If more than two keys for one lock are desired, Landlord will provide the same upon payment by Tenant. All keys must be returned to Landlord at the expiration or Termination of this Lease. Tenant shall see that the doors and windows, if operable, of the Premises are closed and securely locked before leaving the Building.

32. PLUMBING. Tenant must observe strict care and caution that all water faucets and water apparatus are shut off before Tenant or its employees leave the Building to prevent waste or damage. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be paid by Tenant and Landlord shall not in any case be responsible therefore.

33. REPORTS BY TENANT. Intentionally Deleted

34. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights:

- (a) To name the Building and to change the name or street address of the Building;
- (b) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, toilet supplies, shoe shining, vending machines, mobile vending service, catering, and like services used on the Premises or in the Building;
- (c) On reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last twelve (12) months of the Term, to install leasing signs identifying the Premises as available within the Premises and/or about the Property, and to exhibit the Premises to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest at any time during the Term; and
- (d) To install vending machines of all kinds in the Property, including, without limitation, and to provide mobile vending service therefore, and to receive all of the revenue derived there from; provided, however, that no vending machines shall be installed by Landlord nor shall any mobile vending service be provided therefore, unless Tenant so requests.

35. MISCELLANEOUS.

(a) No receipt of money by Landlord from Tenant alter the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner (or ground lessor, as the case may be) for the time being of the Premises. If the Premises or the underlying lease, if any, be sold or transferred, the seller thereof shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder, it being hereby agreed that the covenants and obligations, contained in this Lease to be performed on the part of Landlord, hereunder it being hereby agreed that the covenants and obligations contained in this Lease shall be binding under Landlord, its successors and assigns, only during their respective successive period of ownership.

(c) It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as occupant.

(d) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or implying covenants and conditions were used in each separate instance.

(e) In the event of variation or discrepancy among counterparts, Landlord's original copy of this Lease shall control.

(f) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that this provision shall in no manner enlarge Tenant's rights of assignment, which right of assignment has been restricted under the foregoing provisions of this Lease.

(g) Landlord represents that to the best of its knowledge Landlord has received no notice of violation of the Americans with Disabilities Act from any governmental body having jurisdiction for such matters.

36. RELATIONSHIP OF PARTIES. Any intention to create a joint venture, partnership or principal and agent relationship between the parties hereto is hereby expressly disclaimed. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant.

37. GENDER AND NUMBER. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances, and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and the circumstances.

38. TOPIC HEADINGS. Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor constitute any part of this Lease and are not to be considered in the construction of this Lease.

39. **COUNTERPARTS.** Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding upon all parties.

40. **ENTIRE AGREEMENT.** This Lease contains the entire understanding between the parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangement, or understandings except those specifically expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

41. **RECORDING.** The parties agree that this Lease shall not be recorded.

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

43. This section intentionally left blank.

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

45. **GOVERNING LAW; INVALIDITY OF ANY PROVISIONS.** This Lease shall be subject to and governed by the laws of the state in which the Premises are located. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

46. **EXCULPATION.** This Lease is executed by Shodeen Management Company, not individually, but solely on behalf of, and as agent for Fox Island Limited Partnership and in consideration for entering into this Lease, Tenant hereby waives any rights to bring a cause of action against Shodeen Management Company for any obligations of Landlord (and except for any cause of action based upon lack of authority or fraud), and all persons dealing with Landlord must look solely to Landlord and the Property for the enforcement of any claim against Landlord, and the obligations hereunder are not binding upon, nor shall resort be had to the private property of any of, the trustees, officers, directors, employees or agents of Landlord.

47. **TIME OF THE ESSENCE.** Time is of the essence of this Lease. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the action contemplated herein cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

48. **JOINT PARTICIPATION.** The parties hereto participated jointly in the negotiation and preparation of this Lease and each party has obtained the advice of legal counsel

to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party. This Lease shall be construed as if it was jointly prepared by the parties and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

49. SEVERABILITY. If any provision of this Lease shall be determined void or invalid by a court of competent jurisdiction, then the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.


50. FURTHER ASSURANCES. Landlord and Tenant agree to execute all documents and instruments reasonably required in order to consummate the leasing and occupancy of the Premises.

51. CORPORATE AUTHORITY. Each individual signing this Lease represents and warrants that he has the requisite authority to sign on behalf of the company for whom he is executing this Lease and to bind such company to this Lease.

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

LANDLORD:

SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island Limited Partnership

Date: _____
By:  _____
Title: President

TENANT:

Maple Leaf Roasters Café, Inc.

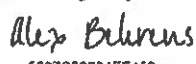
DocuSigned by:

Date: _____
By: President
Title: _____

EXHIBIT "A"

FLOOR PLAN

EXHIBIT "B"

LEGAL DESCRIPTION

1 W. Illinois Street, St. Charles, IL

Tax Id# 09-34-12-001 & 09-34-129-004

EXHIBIT "C"

GROSS RENT COMMENCEMENT DATE AGREEMENT

INTENTIONALLY DELETED

EXHIBIT "D"

LANDLORD IMPROVEMENTS

Tenant shall take the Premises "as-is".

EXHIBIT "F"

RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant's sole cost and expense and in such manner, character and style as Landlord may approve in writing. Any approved door or window lettering must not exceed 2" in height and the sign may only indicate store name, hours, phone number and approved credit cards. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge to Tenant the expense incurred by such removal.

2. No awning or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be visible from the exterior of the Building, or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord. Such quality, type, design and color of window treatments shall be approved by Landlord and shall be attached in a manner approved by Landlord.

3. Tenant shall not place objects against glass partitions, doors or windows of the exterior of the Building and shall promptly remove any such objects upon notice from Landlord.

4. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building.

5. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.

6. No person or contractor not employed by Landlord shall be used to perform janitorial work, window washing, cleaning, maintenance, repair or similar work in the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld.

7. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability for office use, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

8. Any carpeting cemented down by Tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Landlord may charge the expense incurred by such removal to Tenant.

9. No electric circuits for any purpose shall be brought into the Premises without Landlord's written permission specifying the manner in which same may be done.

10. No bicycle or other vehicle, and no dog or other animal other than service animals for persons with disabilities, shall be allowed in offices, halls, corridors, or elsewhere in the Building.

11. Tenant shall not throw anything out of the door or windows, or down any passageways or elevator shafts.

12. All loading, unloading, receiving or delivering of goods, supplies or disposal of garbage or refuse shall be made only through entryway and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

13. All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations. Landlord reserves the right, at any time, to charge for garbage removal as part of CAM costs or direct bill tenants based on their size, sales per square feet, use of space and seasonal sales.

14. All safes, equipment or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord. Any such safe, equipment or other heavy article shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of the Building. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

15. Vending machines shall not be installed without permission of the Landlord except for food and soft drink vending machines which are for the sole and exclusive use of Tenant's employees.

16. Wherever in these Building Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's servants, employees, agents, customers, invitees, successors and assigns. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's servants, employees, agents, customers, invitees, successors and assigns.

17. Landlord shall have the right upon notice to Tenant at least twenty-four (24) hours in advance, which notice may be oral, telephonic or otherwise, to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

18. Tenant shall, when using the common parking facilities, if any, in and around the building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicle. No vehicles shall be parked overnight.

19. At all times Landlord's property manager shall be in charge of the Building and (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned regarding their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and

departure, nature of visits, and other information deemed necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord shall from time to time designate; provided, however, anything herein to the contrary notwithstanding, Landlord shall not be liable for any lack of security in respect to the Building whatsoever. Landlord will normally not enforce clauses (a), (b) and (c) above from 7:00 am. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 pm. on Saturdays, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the protection of the Building and the property therein. Landlord shall in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

20. No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises.

21. Except as specifically provided in the Lease, Tenant shall not affix anything to the roof of the Leased Premises and Building and shall not bore any holes through the roof for any purpose whatsoever.

22. No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms.

23. The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

24. Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

25. Tenant shall not use any of the Building common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.

26. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, In Landlord's judgment, for its best interest or for the best interest of the tenants of the Building.

27. Tenant shall observe fairly and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord and Landlord's additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

EXHIBIT "G"

WAIVER OF RIGHT TO TRIAL BY JURY

The Lease dated _____, 2023, between SHODEEN GROUP, LLC a Delaware LLC, as agent for Fox Island Limited Partnership (the "Landlord"), and Maple Leaf Roasters Café, Inc., (the "Tenant") and _____, (the "Guarantor") hereby agree as follows:

We hereby each waive any right to trial by jury in any action, proceeding, or counterclaim in any way connected with the Lease, the Guaranty, and any related documents.

In Witness Whereof, the parties have executed this Waiver as of the day and year first written above.

LANDLORD:

SHODEEN GROUP, LLC a Delaware LLC, as agent for Fox Island Limited Partnership

Date: _____

By: _____
Title: President



TENANT:

Maple Leaf Roasters Café, Inc.

Date: 9/25/2023

By: _____
DocuSigned by:
Alex Behrens
5837C38634FE469

Print: Alex Behrens



SHOOBEN INC.
 8480 West 10th Street
 Suite 200
 Golden, CO 80401

ARCHITECTURAL RESOURCES

427 West 32nd St. Suite 100
 Denver, CO 80202
 Phone 1-727-5753

Working copies of these drawings are available from the Architectural Resources office at 427 West 32nd St., Denver, CO 80202. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Architectural Resources.

FLOOR PLAN, SECTIONS & DETAILS & NOTES

Building Code: IBC 2010
Building Occupancy: Assembly
Occupancy Load: 132 @ 15 PER SQ. FT.
Design Load: 40 PSF
Design Wind Speed: 80 MPH
Building Height: 4.0 ft
Floor Area: 5,311 sq. ft.

FIRE ALARM SYSTEM NOTES:

- The alarm drawings for this project are to be coordinated with the fire alarm contractor.
- Approved modifications to the fire alarm system shall be coordinated with the fire alarm contractor.
- Approved modifications to the fire alarm system shall be coordinated with the fire alarm contractor.
- Approved modifications to the fire alarm system shall be coordinated with the fire alarm contractor.

GENERAL NOTES:

- All work shall conform to the local codes and ordinances and all applicable codes, including the International Building Code (IBC) 2010.
- All work shall be installed in the field.
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- All work shall be installed in the field.
- All work shall be installed in the field.

FULL HEIGHT WALL

1 NOT TO SCALE

COUNTER

2 NOT TO SCALE

PASS THROUGH

3 NOT TO SCALE

FLOOR PLAN

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

DRAWING INDEX:

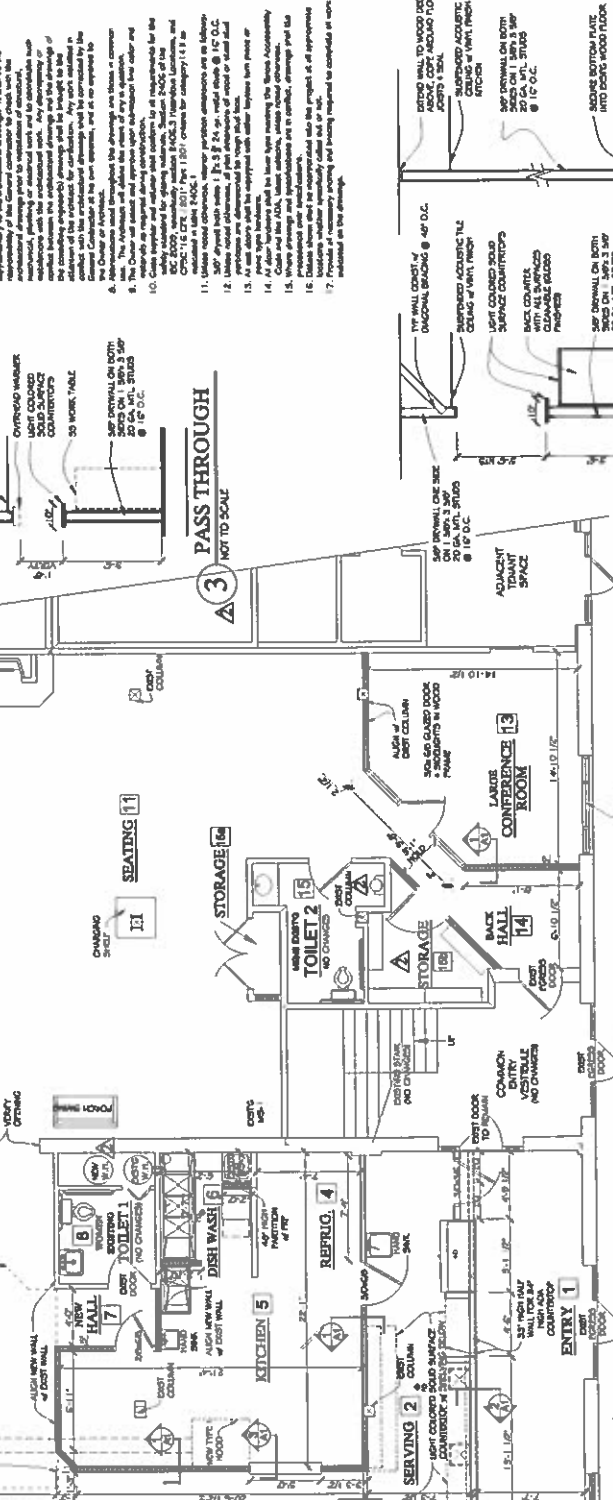
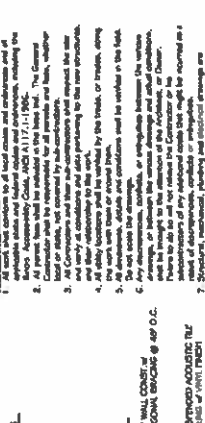
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A2	APPROXIMATE PLAN	DOGS & DETAILS & NOTES
B4	MECHANICAL PLAN	DOGS & DETAILS & NOTES
MT	MECHANICAL PLAN	DOGS & DETAILS & NOTES
EE	ELECTRICAL POWER PLAN	DOGS & DETAILS & NOTES
PI	PLUMBING PLAN	DOGS & DETAILS & NOTES

NOTE:

- EXISTING WALLS & WINDOWS TO REMAIN NO CHANGES
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ROOM FINISH SCHEDULE

NO.	NAME	FLOOR	BASE	WALL		CEILING		REMARKS
				EXIST.	NEW	EXIST.	NEW	
1	ENTRY	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
2	RECEPTION	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
3	WAITING 3	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
4	RECEPTIONIST	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
5	RECEPTION	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
6	DRINK WATER	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
7	NEW HALL	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
8	EXISTING TOILET 1	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
9	EXISTING TOILET 2	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
10	SEATING 10	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
11	SEATING 11	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
12	SEATING 12	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
13	SEATING 13	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
14	SMALL CONFERENCE	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
15	LARGE CONFERENCE	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
16	TOILET	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
17	TOILET 2	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
18	STORAGE	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
19	STORAGE	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING
20	STORAGE	1	1.04	1.04	1.02	1.02	1.02	NEW WALL & CEILING



BYLAWS
OF
MAPLE LEAF ROASTERS CAFE, INC.

ARTICLE I
OFFICES

The principal office of the Corporation in the State of Illinois shall be located at 9 E. Elm St., Roselle, Illinois 60172. The Corporation may have such other offices, either within or without the State of Illinois, as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Illinois Business Corporation Act of 1983, as amended, to be maintained in the State of Illinois may be, but need not be, identical with the principal office in the State of Illinois. The registered office is 9 E. Elm St., Roselle, Illinois 60172, but can be modified from time to time.

ARTICLE II
SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held on such date at such time and place as shall be fixed by the board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a meeting of the shareholders as soon thereafter as may be convenient.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the president, by the board of directors, or by the holders of not less than one fifth of all the outstanding shares of the Corporation entitled to vote on the matter for which the meeting is called.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all shareholders may designate any place, either within or without the State of Illinois, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Illinois, except as otherwise provided in Section 5 of this Article II.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day, and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, or in the case of a merger, consolidation, share exchange, dissolution, or sale, lease, or exchange of assets not less than 20 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the records of the Corporation, with

postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. MEETING OF ALL SHAREHOLDERS. If all of the shareholders shall meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 6. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors of the Corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days and, for a meeting of shareholders, not less than 10 days, or in the case of a merger, consolidation, share exchange, dissolution, or sale, lease, or exchange of assets, not less than 20 days, immediately preceding the date of such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 7. VOTING LISTS. The officer or agent having charge of the transfer books for shares of the Corporation shall make, within 20 days after the record date for a meeting of shareholders or 10 days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each shareholder. For a period of 10 days before such meeting, such list shall be kept on file at the registered office of the Corporation and shall be open to inspection by any shareholder, and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and may be inspected by any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in the State of Illinois, shall be prima facie evidence as to the shareholders who are entitled to examine such list, share ledger, or transfer book or to vote at any meeting of shareholders.

SECTION 8. QUORUM. A majority of the outstanding shares of the Corporation entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of shareholders provided that, if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting shall be the act of the shareholders unless the vote of a greater number of voting by classes is required by the Illinois Business Corporation Act of 1983, the articles of incorporation, or these bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 9. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by the shareholder's duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy.

SECTION 10. VOTING OF SHARES. Unless otherwise provided in the Articles of Incorporation, each outstanding share shall be entitled to one vote on each matter submitted to vote at a meeting of shareholders provided, however, that at all elections for directors every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected, to cumulate such votes and give one candidate as many votes as shall equal the number of directors multiplied by the number of such shares, or to distribute them on the same principle among as many candidates as the shareholder shall see fit.

SECTION 11. VOTING OF SHARES BY CERTAIN HOLDERS. Shares of the Corporation held by the Corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

Shares registered in the name of another Corporation, domestic or foreign, may be voted by any officer, agent, proxy, or other legal representative authorized to vote such shares under the law of incorporation of such Corporation. The Corporation may treat the president or other person holding the position of chief executive officer of such other Corporation as authorized to vote such shares, together with any other person indicated and any other holder of any office indicated by the corporate shareholder to the Corporation as a person or an officer authorized to vote such shares. Such persons and officers indicated shall be registered by the Corporation on the transfer books for shares and included in any voting list prepared in accordance with Section 7 of this Article II.

Shares registered in the name of a deceased person, a minor ward, or a person under legal disability may be voted by that person's administrator, executor, or court-appointed guardian, either in person or by proxy, without a transfer of such shares into the name of such administrator, executor, or court-appointed guardian. Shares registered in the name of a trustee may be voted by the trustee, either in person or by proxy.

Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

SECTION 12. INSPECTORS. At any meeting of shareholders, the chair of the meeting may, or upon the request of any shareholder shall, appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of shares represented at the meeting based on their determination of the validity and effect of proxies, count all votes and report the results, and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by the inspector or by a majority of the inspectors if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. INFORMAL ACTION BY SHAREHOLDERS. Unless otherwise provided in the Articles of Incorporation or §12.10 of the Illinois Business Corporation Act of 1983, any action required to be taken at any annual or special meeting of the shareholders, or any other action that may be taken at a meeting of the shareholders, may be taken without a meeting and without a vote if a consent in writing, setting forth the action so taken, shall be signed (a) by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting or (b) by all of the shareholders entitled to vote with respect to the subject matter thereof. If such consent is signed by less than all of the shareholders entitled to vote, then such consent shall become effective only if at least five days before the execution of the consent a notice in writing is delivered to all the shareholders entitled to vote with respect to the subject matter thereof and, after the effective date of the consent, prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be delivered in writing to those shareholders who have not consented in writing.

SECTION 14. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of its board of directors.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The number of directors of the corporation shall be one (1). Each director shall hold office until the next annual meeting of shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the amendment of this Section 2, but no decrease shall have the effect of shortening the term of any incumbent director. Directors need not be residents of Illinois or shareholders of the corporation.

SECTION 3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place, either within or without the State of Illinois, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any director. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the board of directors called by them.

SECTION 5. NOTICE. No notice shall be required for regular meetings for which the time and place have been fixed. Notice of any special meeting of the board of directors shall be given at least two days before the meeting or within such shorter period before the meeting as the person or persons calling such meeting deem appropriate in the circumstances. Such notice shall be delivered to each director personally, by mail to each director at his business address, by telegram, by telephone, by e-mail, or by facsimile transmission. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. Unless otherwise provided in the Articles of Incorporation, a majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided that, if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Unless specifically prohibited by the Articles of Incorporation, members of the board of directors or of any committee of the board of directors may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these bylaws, or the Articles of Incorporation. In the event of a tie after a vote of the directors, the deciding vote shall go to the shareholders with a majority vote required to pass. The majority vote of the shareholders shall be binding among the directors.

SECTION 8. RESIGNATIONS. A director may resign at any time by giving written notice to the board of directors, its chair, if any, or the president or secretary of the Corporation. A resignation shall be effective when the notice is given unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date.

SECTION 9. VACANCIES. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for the purpose or by appointment by a majority vote of the directors then in office, though less than a quorum. A director appointed to fill a vacancy shall serve until the next meeting of shareholders at which directors are to be elected.

SECTION 10. INFORMAL ACTION BY DIRECTORS. Unless specifically prohibited by the Articles of Incorporation or by other provisions of these bylaws, any action required to be taken at a meeting of the board of directors, or any other action that may be taken at a meeting of the board of directors, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof or by all the members of such committee, as the case may be. Any such

consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote and may be stated as such in any document filed with the Secretary of State of the State of Illinois or with anyone else.

SECTION 11. COMMITTEES. A majority of the directors fixed by these bylaws may, by resolution, create one or more committees and appoint members of the board to serve on any one or more of such committees. Each committee shall have two or more members who shall serve at the pleasure of the board. A majority of any committee shall constitute a quorum, and a majority of a quorum is necessary for committee action. Each committee, to the extent provided by the board of directors in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except that a committee may not authorize distributions; approve or recommend to shareholders any act required by statute to be approved by shareholders; fill vacancies on the board or on any of its committees; elect or remove officers or fix the compensation of any member of the committee; adopt, amend, or repeal the bylaws; approve a plan of merger not requiring shareholder approval; authorize or approve the reacquisition of shares, except according to a general formula or method prescribed by the board; authorize or approve the issuance or sale, or contract for sale, of shares or determine the designation and relative rights, preferences, and limitations of a series of shares, except that the board may direct a committee to fix the specific terms of issuance or sale or contract for sale or the number of shares to be allocated to particular employees under an employee benefit plan; or amend, alter, repeal, or take action inconsistent with any resolution or action of the board of directors when the resolution or action of the board of directors provides by its terms that it shall not be amended, altered, or repealed by action of a committee. Vacancies in the membership of any committee shall be filled by the board of directors. Each committee shall keep regular minutes of its proceedings and report the content of the minutes to the board when required. A committee may act by unanimous consent in writing without a meeting, and, subject to action by the board of directors, each committee, by a majority vote of its members, shall determine the time and place of meetings and the notice required therefor.

SECTION 12. COMPENSATION. Unless otherwise provided in the Articles of Incorporation, the board of directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers, or otherwise. By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 13. PRESUMPTION OF ASSENT. A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless that director's dissent shall be entered in the minutes of the meeting or unless the director files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 14. REMOVAL OF DIRECTORS. One or more of the directors may be removed, with or without cause, at a meeting of shareholders by the affirmative vote of the holders of a majority of the outstanding shares then entitled to vote at an election of directors, except that no director shall be removed at a meeting of shareholders unless the notice of such meeting shall state

that a purpose of the meeting is to vote on the removal of one or more directors named in the notice, and then only the named director or directors may be removed at such meeting. In the event directors of the Corporation are elected by cumulative voting, if less than the entire board is to be removed, no director may be removed, with or without cause, if the votes cast against the director's removal would be sufficient to elect the director if then cumulatively voted at an election of the entire board of directors. If a director has been elected by a class or series of shares, such director may be removed only by the shareholders of that class or series.

ARTICLE IV OFFICERS

SECTION 1. NUMBER. The officers of the Corporation shall be a president, a secretary, and other officers as may be elected or appointed by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided. Election or appointment of an officer or agent shall not of itself create contract rights. Any officer may resign at any time by giving notice to the board of directors or to the president or the secretary. A resignation of an officer need not be accepted in order to be effective.

SECTION 3. REMOVAL. Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

SECTION 5. CHAIRPERSON OF THE BOARD. The board of directors may at any time or from time to time elect a chairperson of the board from among the directors. The chairperson of the board, if there be a chairperson, shall preside at all meetings of the shareholders and directors, and he or she shall have such other powers and duties as the board of directors may from time to time prescribe.

SECTION 6. THE PRESIDENT. The president shall be the chief executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the shareholders and of the board of directors. The president may sign, with the secretary or any other proper officer of the Corporation thereunto authorized by the board of directors, certificates for shares of the Corporation and any deeds, mortgages, bonds, contracts, or other instruments that the board of directors has authorized to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed, and in general shall

perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors.

The president shall also (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for money due and payable to the Corporation from any source whatsoever and deposit all such money in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 4 of Article V of these bylaws; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the president or by the board of directors.

SECTION 7. RESERVED.

SECTION 8. RESERVED.

SECTION 9. THE SECRETARY. The secretary shall (a) keep the minutes of the meetings of the shareholders, the board of directors, and committees of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the Corporation records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all certificates for shares before the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep a register of the post office address of each shareholder that shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice president, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the board of directors.

The board of directors may also establish the position of ASSISTANT SECRETARY to assist in the above duties.

SECTION 10. SALARIES. The salaries of the officers shall be fixed from time to time by the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a director of the Corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers or any agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be

signed by such officer or officers or such agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositaries as the board of directors may select.

ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. The issued shares of the Corporation shall be represented by certificates or shall be uncertificated shares. The certificates shall be in such form as shall be determined by the board of directors and shall be numbered and entered in the books of the Corporation as they are issued. Each certificate shall exhibit the registered holder's name and the number and class of shares and the designation of any series that it evidences, shall set forth such other statements as may be required by statute, and shall be signed by the chief executive officer or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary, any or all of whose signatures may be facsimile if such certificate is countersigned by a transfer agent or registered by a registrar. In case any one or more of the officers who have signed or whose facsimile signatures appear on any such certificate shall cease to be such officer or officers of the Corporation, or an officer of the transfer agent or registrar, before such certificate is issued and delivered, it may nonetheless be issued and delivered with the same effect as if such officer or officers had continued in office.

SECTION 2. LOST CERTIFICATES. If a certificate representing shares has allegedly been lost or destroyed, the board of directors may, in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

SECTION 3. TRANSFERS OF SHARES. Transfers of shares of the Corporation shall be made on the books of the Corporation only by the holder of record thereof or by such holder's legal representative, who shall furnish proper evidence of authority to transfer, or by such holder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the Corporation, and on surrender for cancellation of the certificate for such shares.

SECTION 3. SHAREHOLDER AGREEMENTS. Transfers of shares of the Corporation may be limited and subject to such shareholder agreements as the shareholders may enter into from time to time.

ARTICLE VII VOTING OF SECURITIES

The president shall have full authority, in the name and on behalf of the Corporation, to attend, act, and vote at any meeting of security holders of any corporation in which the Corporation may hold securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and that the Corporation, as the holder thereof, might possess and exercise if personally present and may exercise such power and authority through the execution of proxies or may delegate such power and authority to any other officer, agent, or employee of this Corporation.

ARTICLE VIII INDEMNIFICATION

Each person who at any time is or was a director, officer, employee, or agent of this Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise shall be indemnified by this Corporation in accordance with and to the full extent permitted by the Illinois Business Corporation Act of 1983 as in effect at the time of adoption of this bylaw or as amended from time to time. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise. If authorized by the board of directors, the Corporation may purchase and maintain insurance on behalf of any person to the full extent permitted by the Illinois Business Corporation Act of 1983 as in effect at the time of the adoption of this bylaw or as amended from time to time. If the Corporation pays indemnity or makes an advance of expenses to a director, officer, employee, or agent, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders meeting.

ARTICLE IX FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in each year.

ARTICLE X DIVIDENDS

Subject to the Corporation making a profit for a specific tax year, the Corporation shall, within three (3) months of the close of that tax year, declare and pay dividends on its outstanding shares in an amount not less than the estimated Shareholder tax liability arising from profits of the Corporation. Such distribution shall be contingent on a Shareholder providing an estimate of their estimated tax liability from a tax professional, within two (2) months of the close of such tax year. Such dividend and distribution shall be sufficient to pay the estimated tax liability of the Shareholder with the highest estimated tax liability (but not less than required to pay the tax liability of each), and will be paid on a per-share basis based on shares owned. By way of example and for avoidance of doubt: (i) if Shareholder-1 has an estimated tax liability of \$1,000 and owns 334 shares, and Shareholder-2 has an estimated tax liability of \$500 and owns 666 shares, the distribution shall be $(\$1,000 / 334 =)$ \$3.00 dollars per share for all Shareholders; (ii) if Shareholder-1 has an estimated tax liability of \$250 and owns 334 shares, and Shareholder-2 has an estimated tax liability of \$1,000 and owns 666 shares, the distribution shall be $(\$1,000 / 666 =)$ \$1.50 dollars per share for all Shareholders

The board of directors may otherwise, from time to time, declare, and the Corporation may pay, dividends on its outstanding shares in the manner and on the terms and conditions provided by law and the Articles of Incorporation.

ARTICLE XI SEAL

The Corporation may have, but shall not be required to have, a corporate seal as shall be determined at the discretion of the secretary of the Corporation. If a corporate seal is obtained, the seal shall contain the name of the Corporation and the words "Corporate Seal, Illinois," and the use thereof shall be determined from time to time by the officer or officers executing and delivering instruments on behalf of the Corporation, provided that the affixing of a corporate seal to an instrument shall not give the instrument additional force or effect or change the construction thereof. The seal, if any, may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XII WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these bylaws, under the provisions of the Articles of Incorporation, or under the provisions of the Illinois Business Corporation Act of 1983, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance by a person at any meeting shall constitute waiver of notice thereof unless at the meeting such person objects to the holding of the meeting because proper notice was not given.

ARTICLE XIII MISCELLANEOUS

SECTION 1. S-CORPORATION STATUS. The Corporation shall elect 'S corporation' status with the Internal Revenue Service.'

SECTION 2. REPORTING. The president shall provide information and explanations to the shareholders for major decisions relating to operations, equipment, purchasing, and distribution of profit. The Corporation shall furnish all shareholders with documents required for personal income tax filings, and shall provide all shareholders with regular monthly updates on Corporation financials, including income statements and cash balances.

SECTION 3. CORPORATE DEBT. Authorization for the Corporation to take out loans or other debt (other than obligations incurred for goods or services in day-to-day operations), or obligations secured by the assets of the Corporation, shall require unanimous shareholder consent.

SECTION 4. EXPENDITURES. Authorization for the Corporation to make expenditures in excess of \$5,000 shall require unanimous shareholder consent.

SECTION 5. OPERATIONS AND PURCHASING. The Corporation shall purchase bulk coffee from Maple Leaf Coffee Roasters, LLC, provided that such sales by Maple Leaf Coffee Roasters, LLC are made at a discount to the standard wholesale price charged to its other clients. Notwithstanding the Corporation shall purchase bagged coffee from Maple Leaf Coffee Roasters, LLC, at the company's standard pricing.

SECTION 6. SALE OR DISSOLUTION. The sale of the Corporation, or the sale of substantially all of the assets of the Corporation, shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders. The dissolution or liquidation of the Corporation shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders.

SECTION 7. ASSUMED NAME. The Corporation may register and operate under the assumed name "Kava Diem Organic River Cafe".

ARTICLE IX AMENDMENTS

Unless otherwise provided in the Articles of Incorporation, these bylaws may be made, altered, amended, or repealed by the shareholders or the board of directors, but no bylaw adopted by the shareholders may be altered, amended, or repealed by the board of directors.

SHAREHOLDER AGREEMENT

THIS AGREEMENT made and entered into as of September 19, 2023, by and between **Alex Behrens** and **Molly Duntemann** (hereinafter sometimes referred to together as the "Shareholders" and individually as a "Shareholder"), and **Maple Leaf Roasters Cafe, Inc.**, an Illinois corporation (the "Corporation").

WITNESSETH:

WHEREAS, the Shareholders together own all of the issued and outstanding shares of stock of the Corporation (the "Shares");

WHEREAS, the parties hereto desire to promote their mutual interests by imposing certain restrictions and obligations on themselves, thereby providing for the orderly transfer of the Shares;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. *Initial Ownership.* The initial issuance of Shares will reflect the initial ownership of the Shareholders in the Corporation as follows:

Alex Behrens.....666 Shares
Molly Duntemann.....334 Shares

Total:.....1,000 Shares

Notwithstanding the foregoing, Alex Behrens shall contribute \$100,000 for his initial Shares, and Molly Duntemann shall contribute \$100,000 for her initial Shares. The parties acknowledge that Alex Behrens is also contributing personal services and expertise to the Corporation as a contribution towards his Shares and equity in the Corporation.

2. *Management.* The Shareholders shall cause the Corporation to elect 'S corporation' status with the Internal Revenue Service.

The Shareholders shall cause the Corporation's bylaws to provide that the Board of Directors shall have one member. The Shareholders shall vote to appoint Alex Behrens as the Corporation's initial director and as the Corporation's initial president, and the parties acknowledge (and the bylaws shall so provide) that, as president, Alex Behrens shall have decision making authority for all aspects of the Corporation's business, provided that he shall provide information and explanations to the other Shareholders for major decisions relating to operations, equipment, purchasing, and distribution of profit.

The Shareholders shall vote to appoint Molly Duntemann as the Corporation's initial secretary.

The Shareholders shall cause the Corporation to retain Alex Behrens as an employee of the Corporation.

As president and an employee of the Corporation, Alex Behrens shall be responsible for the day-to-day operations of the Corporation's business, to manage the books and records of the Corporation, to manage tax reporting of the Corporation.

Authorization for the Corporation to take out loans or other debt (other than obligations incurred for goods or services in day-to-day operations), or obligations secured by the assets of the Corporation, shall require unanimous Shareholder consent.

Authorization for the Corporation to make expenditures in excess of \$5,000 shall require unanimous Shareholder consent.

The Corporation shall furnish all Shareholders with documents required for personal income tax filings, and shall provide all Shareholders with regular monthly updates on Corporation financials, including income statements and cash balances.

Subject to the Corporation making a profit for a specific tax year, the Corporation shall, within three (3) months of the close of that tax year, declare and pay dividends on its outstanding Shares in an amount not less than the estimated Shareholder tax liability arising from profits of the Corporation. Such distribution shall be contingent on a Shareholder providing an estimate of their estimated tax liability from a tax professional, within two (2) months of the close of such tax year. Such dividend and distribution shall be sufficient to pay the estimated tax liability of the Shareholder with the highest estimated tax liability (but not less than required to pay the tax liability of each), and will be paid on a per-share basis based on Shares owned. By way of example and for avoidance of doubt: (i) if Shareholder-1 has an estimated tax liability of \$1,000 and owns 334 Shares, and Shareholder-2 has an estimated tax liability of \$500 and owns 666 Shares, the distribution shall be $(\$1,000 / 334 =)$ \$3.00 dollars per Share for all Shareholders; (ii) if Shareholder-1 has an estimated tax liability of \$250 and owns 334 Shares, and Shareholder-2 has an estimated tax liability of \$1,000 and owns 666 Shares, the distribution shall be $(\$1,000 / 666 =)$ \$1.50 dollars per Share for all Shareholders.

3. *Inventory Purchases.* The Shareholders shall cause the Corporation to purchase bulk coffee from Maple Leaf Coffee Roasters, LLC, provided that such sales by Maple Leaf Coffee Roasters, LLC are made at a discount to the standard wholesale price charged to its other clients. Notwithstanding the foregoing, the Shareholders shall cause the Corporation to purchase bagged coffee from Maple Leaf Coffee Roasters, LLC, at the company's standard pricing.

4. *Non-Competition.* Each Shareholder covenants and agrees that, from the date hereof and until one (1) year after the Shareholder is no longer, directly or indirectly, a Shareholder of the Corporation, within a ten-mile radius of the Corporation's principal place of business the Shareholder shall not (i) engage in or conduct any business or activity which is competitive with the Corporation's business as such business is being conducted at the time the Shareholder is no

longer, directly or indirectly a Shareholder or owner of the Corporation; or (ii) own, manage, operate, control, benefit from, be employed by, provide services to, or participate in the management, ownership, operation or control of, or be connected in any manner with, any entity or person engaged in the business as such business is being conducted at the time the Shareholder is no longer, directly or indirectly a Shareholder or owner of the Corporation.

5. *No Hiring.* Each Shareholder covenants and agrees that from the date hereof until one (1) year after the Shareholder is no longer, directly or indirectly, a Shareholder of the Corporation, Shareholder shall not directly or indirectly hire or employ or assist in the hiring or employing of any employee or former employee of the Corporation.

6. *Restrictions on Transfer.* Except as otherwise expressly provided in this Agreement, no Shareholder at any time shall sell, convey, pledge, give or otherwise transfer or encumber all or any of the Shares now owned or hereafter acquired by such Shareholder to any person or entity who is not a Shareholder prior to the transfer without the prior written consent of the other Shareholder(s) and satisfaction of conditions precedent set forth in 12 below.

Except as otherwise expressly provided in this Agreement, no Shareholder who shall voluntarily withdraw as a Shareholder shall be entitled to receive, in liquidation of his or her interest, compensation in any form for the value of Shareholder's Shares on the date of voluntary withdrawal.

7. *Permitted Transfers.*

(a) Any Shareholder at any time may transfer all or any part of such Shareholder's Shares to a trust for his or her benefit and the benefit of all persons dependent upon such Shareholder. The terms of the trust must expressly require that the trustee is subject to and bound by all terms, obligations, and conditions of this Agreement.

(b) Any Shareholder at any time may transfer all or any part of such Shareholder's Shares to another Shareholder, provided that the Shares shall otherwise remain subject to the terms of this Agreement.

(c) Any Shareholder at any time may transfer all or any part of such Shareholder's Shares to his or her spouse, if any, provided that such spouse shall become a party to this Agreement and the Shares shall otherwise remain subject to the terms of this Agreement.

8. *Voluntary Withdraw.*

(a) Any Shareholder at any time may elect to voluntarily withdraw from the Corporation, such event shall trigger an obligation in the other Shareholder to purchase all of the Shares of such Shareholder.

(b) In the event of a purchase and sale pursuant to this section, the closing of such transaction shall occur at a time, date, and place to be agreed upon by the parties, but in no event later than sixty (60) days after the later of the date on which the Corporation received notice of such Shareholder's election to withdraw.

(c) In the event of a sale pursuant to this section, the purchase price for the (666) Shares of Alex Behrens shall be \$100,000, and the purchase price for the (334) Shares of Molly Duntemann shall be \$100,000. The parties acknowledge the above price for the Shares of Alex Behrens reflects a discounted price for the benefit of the other Shareholder(s).

9. *Sale on Death or Disability.*

(a) Upon the death or adjudicated disability of a Shareholder, such event shall result in the automatic transfer of that Shareholder's Shares to that Shareholder's spouse, if any, provided that such spouse shall become a party to this Agreement and the Shares shall otherwise remain subject to the terms of this Agreement. For the purposes of this Agreement, 'adjudicated disability' shall mean that a court has adjudicated a person as disabled and is totally or partially unable to manage his or her estate or financial affairs.

(b) Except as provided above, upon the death or adjudicated disability of a Shareholder, such event shall trigger an obligation in the other Shareholder(s) or the Corporation (if the Corporation is the beneficiary of a life insurance policy purchased in the deceased Shareholder's name) to purchase all of the Shares of such Shareholder.

(c) In the event of a purchase and sale pursuant to this section, the closing of such transaction shall occur at a time, date, and place to be agreed upon by the parties, but in no event later than one hundred eighty (180) days after the later of the date on which the death or adjudication of disability occurred or the date on which the Corporation received notice of the death or adjudication of disability.

(d) In the event of a sale pursuant to this section, the purchase price for the (666) Shares of Alex Behrens shall be \$100,000, and the purchase price for the (334) Shares of Molly Duntemann shall be \$100,000. The parties acknowledge the above price for the Shares of Alex Behrens reflects a discounted price for the benefit of the other Shareholder(s).

10. *Sale on Involuntary Withdrawal.*

(a) Upon the involuntary withdrawal of a Shareholder, such event shall trigger an obligation in the other Shareholder(s) or the Corporation (if the Corporation is the beneficiary of a life insurance policy purchased in the deceased Shareholder's name) to purchase all of the Shares of such Shareholder. Notwithstanding the foregoing, in the event of an involuntary withdrawal of a Shareholder, his or her spouse, if any, shall have a right of first refusal to purchase all of the Shares of such Shareholder pursuant to this Section 9, provided that such spouse shall

become a party to this Agreement and the Shares shall otherwise remain subject to the terms of this Agreement.

(b) For the purposes of this Agreement, 'involuntary withdrawal' with respect to any Shareholder the occurrence of any of the following events:

- i. the Shareholder makes an assignment for the benefit of creditors;
- ii. the Shareholder files a voluntary petition of bankruptcy;
- iii. the Shareholder is adjudged bankrupt or insolvent, or there is entered against the Shareholder an order for relief in any bankruptcy or insolvency proceeding;
- iv. the Shareholder files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Shareholder in any proceeding described in Subsections (i) through (iii) above;
- v. the Shareholder's conviction for any property crime including theft and embezzlement;
- vi. if the Shareholder is acting as a Shareholder by virtue of being a trustee of a trust, the termination of the trust;
- vii. if the Shareholder is an estate, the distribution by the fiduciary of the estate's entire interest in the Corporation.

(c) In the event of a purchase and sale pursuant to this section, the closing of such transaction shall occur at a time, date, and place to be agreed upon by the parties, but in no event later than one hundred eighty (180) days after the event that triggers the sale.

(d) In the event of a sale pursuant to this section, the purchase price for the (666) Shares of Alex Behrens shall be \$100,000, and the purchase price for the (334) Shares of Molly Duntemann shall be \$100,000. The parties acknowledge the above price for the Shares of Alex Behrens reflects a discounted price for the benefit of the other Shareholder(s).

11. *Closing.*

(a) At the closing of a sale of Shares, the selling Shareholder or his or her legal representatives shall deliver to the purchaser (i) an assignment and delivery of the stock certificates being transferred, free and clear of all third party liens, claims and encumbrances (but nevertheless subject to the terms of this Agreement), properly endorsed or assigned in blank (but any underlying real estate or other assets owned by the Corporation shall remain subject to the lien and debt of any existing mortgages, loans, taxes or other such obligations and the buyer agrees to indemnify, defend and hold harmless the selling Shareholder from and against any liabilities or claims related

to or arising out of such obligations); (ii) if the Seller will no longer retain any Shares, a resignation by the seller as a director, officer, and employee of the Corporation, if applicable; and (iii) a currently certified copy of the order appointing a legal representative, if applicable.

(b) The purchase price for the Shares shall be payable in immediately available funds upon closing.

(c) When Shares are required to be transferred pursuant to this Agreement, the selling and purchasing parties shall do all things and execute and deliver to each other all other documents that shall be required to consummate the purchase and sale and to carry out their undertakings under this Agreement.

12. *Stock Certificates – Legend.* Each certificate of the Shares shall bear upon the face of it the following legend:

“This certificate and any sale, transfer, or encumbrance of it is subject to the terms of an Agreement executed on September ____, 2023 between Alex Behrens, Molly Duntemann, and Maple Leaf Roasters Cafe, Inc, an Illinois corporation. A copy of the Agreement is on file with the Secretary of the corporation. By acceptance of this certificate, the holder agrees to be bound by the terms of that Agreement.”

13. *Sale or Dissolution.* The sale of the Corporation, or the sale of substantially all of the assets of the Corporation, shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders. The dissolution or liquidation of the Corporation shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders.

14. *Amendment by Shareholder Action.* This Agreement or any of its provisions may at any time be changed, modified, or canceled by the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders.

15. *Automatic Termination.* Notwithstanding any other provisions contained in this Agreement, this Agreement shall terminate upon the happening of any of the following events:

(a) The adoption of a plan of complete liquidation by the Shareholders of the Corporation; or

(b) The merger, consolidation, or reorganization of the Corporation in a transaction in which the Shareholders receive less than seventy-five percent (75%) of the outstanding voting shares of the new or surviving corporation.

16. *Prior Information Received; Waiver.* Each Shareholder hereby acknowledges that such Shareholder has had access to all financial and other information concerning the Corporation

which the Shareholder, in his or her sole discretion, deemed relevant to the Shareholder's purchase or sale of the Shares.

17. *Notices.* All notices or communications required or permitted to be given under this Agreement shall be addressed, in the case of the Corporation, to the principal office of the Corporation, or, in the case of each of the Shareholders, to the last address of the Shareholder shown on the records of the Corporation. All notices shall be in writing and shall be deemed received and effective: (i) on the date the notice is personally delivered to the person for whom intended; (ii) one business day after the notice is sent by Federal Express or other similar overnight delivery service, all delivery charges pre-paid, directed to the person for whom intended at the address set forth above, with confirmation of delivery by the carrier; (iii) five days after the notice is deposited in the United States mail, certified mail, return receipt requested, postage pre-paid, directed to the person for whom intended at the address set forth above. Any party may change the address to which notices are to be sent by so notifying the other party.

18. *Specific Performance.* The parties hereby declare that it is impossible to measure in money the damages that will accrue to a party in interest by reason of a failure to perform any of the obligations imposed by this Agreement. Therefore, if any party in interest shall institute any action or proceeding to enforce the provisions hereof, any Shareholder or the Corporation against whom such action or proceeding is brought hereby waives the claim or defense therein that the plaintiff has an adequate remedy at law, and such Shareholder and the Corporation shall not urge in any such action or proceeding the claim or defense that such remedy exists at law.

19. *Miscellaneous.*

- (a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement; all prior agreements, representations, communications, negotiations, and undertakings are superseded by this Agreement.
- (b) *Modification; Waiver.* No modification of this Agreement shall be effective unless in writing signed by an authorized representative of each party to this Agreement. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.
- (c) *Severability; Interpretation.* If any provision of this Agreement, or the application thereof to any entity or circumstance shall be found to be invalid or unenforceable to any extent, then the remainder of this Agreement shall not be affected thereby and shall be construed and interpreted to achieve the purposes of the parties and enforced to the greatest extent permitted by law. This Agreement shall be construed and interpreted to achieve the purposes of the parties, and not strictly for or against either party. The section headings in this agreement are for convenience or

reference only and shall not control or affect the meaning or construction of any provision hereof.


- (d) *Successors.* This Agreement shall be binding upon and operate for the benefit of the parties hereto, their permitted transferees, permitted successors, permitted assigns, and executors, administrators, and legal representatives of their respective estates.
- (e) *Choice of Law; Venue; Jury Waiver.* This Agreement is to be governed and construed in accordance with the laws of the State of Illinois (without reference to choice of law rules). Each party consents to the personal jurisdiction in any state court located in Kane County, Illinois, and acknowledges that venue is proper in any state court located in Kane County, Illinois, and agrees that any action arising out of or related to this agreement must be brought exclusively in a state court located in Kane County, Illinois. The parties waive trial by jury in any legal proceeding arising under this Agreement.
- (f) *Arbitration.* In the event of any dispute under the terms of this agreement, the parties agree to submit the dispute to the American Arbitration Association and the results of said arbitration shall be binding on the parties. The party who fails in such arbitration shall bear the costs and attorney's fees of the prevailing party.
- (g) *Further Assurances.* Each of the parties hereto agrees that such party will do any act or thing and will execute any and all instruments necessary or proper to make effective the provisions of this Agreement.
- (h) *Representation as to Ownership.* Each Shareholder hereby represents and warrants that such Shareholder now owns its Shares and has full power and authority to enter into this Agreement.
- (i) *Time of Essence.* Time is of the essence of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SHAREHOLDERS:


Alex Behrens, individually


Molly Duntemann, individually

MAPLE LEAF ROASTERS CAFE, INC.

By: 
Alex Behrens, President

Attest: 
Molly Duntemann, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

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 Elite Insurance Solutions, LLC 524 W State St., Suite F Geneva IL 60134	CONTACT NAME: Michele King PHONE (A/C. No, Ext): (630) 345-6800 E-MAIL ADDRESS: admin@eliteinsurancepros.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Maple Leaf Roasters Cafe, Inc. 1 Illinois St., Suite 170-180 St. Charles IL 60174	INSURER A: Pekin Insurance Company	NAIC # 24228
	INSURER B: National Specialty Insurance Company	NAIC # 22608
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			006389503	09/25/2023	09/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y N/A			006389477	09/25/2023	09/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Excluded: Alex Behrens Liquor Liability			JFL/LIQ/240945	11/21/2023	11/21/2024	\$1,000,000

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

CERTIFICATE HOLDER Proof of Insurance	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 