 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Thai Corner Cuisine, Located at 615 S. Randall Road, Suite 115, St. Charles	
	Presenter:	Police Chief Keegan	
Meeting: Government Operations Committee		Date: March 18, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Thai Corner Cuisine, located at 615 S. Randall Road, Suite 115, is requesting approval of a B-1 liquor license application for their business.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a B-1 Liquor License application for Thai Corner Cuisine located at 615 S. Randall Road, Suite 115, St. Charles.			



Memo

Date: 3/5/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

A handwritten signature in black ink, appearing to be "J. Keegan", written over the printed name of the Chief of Police.

Re: Background Investigation-Liquor Establishment/B-1 Thai Corner Cuisine – 615 S. Randall Road, Suite 115

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.

A detective was assigned this investigation and reviewed both the site location/floor plans and the corresponding application material. We found nothing of a derogatory nature that would preclude either the site location or the applicants with an on-site consumption license.

Thank you in advance for your consideration in this matter.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Yardfon Underwood and Atchara Khantakharn

BUSINESS: Thai Corner Randall LLC, (DBA: Thai Corner Cuisine)

ADDRESS: 615 S. Randall RD., Ste 115, 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	_____	X _____
SITE VISIT	_____	X _____

* COMMENTS: See attached memo for further information.

INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368

SUPERVISOR REVIEW: *DC E. Meyer* 317



Memo

Date: 03/01/2024
To: Chief Keegan #300 (via chain of command)
CC: Cmdr. Lamela #340
From: Det. Sgt. Vicicondi #368
Re: Liquor License Class B1- Restaurants – Background Investigation for Thai Corner Randall LLC, (D.B.A. – Thai Corner Cuisine)

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 Class B1- Restaurants liquor license for the business, Thai Corner Randall LLC, (D.B.A. – Thai Corner Cuisine) – which will be located at 615 S. Randall Road, Ste 115, St. Charles, IL 60174.

APPLICANT:

Underwood, Yardfon
DOB: 12/13/1973
13115 Taylor Street,
Plainfield, IL 60585
TX: 630-340-2019

APPLICANT:

Khantakharn, Atchara
DOB: 07/15/1958
2171 Vanderbilt Drive,
Geneva, IL 60134
TX: 630-689-8040

APPLICATION:

The application is complete to include: a floorplan, Certificate of Liability Insurance (\$2,000,000 general aggregate / \$1,000,000 each occurrence), a menu, and a signed lease agreement (pg. 30).



PERSONAL INTERVIEW:

On 02/19/24, Yardfon Underwood and Atchara Khantakharn responded to the SCPD and were fingerprinted as liquor license applicants by Forensic Investigator Catt.

Yardfon and Atchara provided me with their driver's licenses, which I photocopied (see attached).

Yardfon and Atchara signed waivers so I could conduct this background investigation. I spoke with Yardfon and Atchara in one of the front lobby interview rooms. I learned the following information, in summary and not verbatim:

Yardfon has lived at her current address (13115 Taylor St., Plainfield, IL) since 2007. Atchara has lived at her current address (2171 Vanderbilt Drive, Geneva, IL) since 2018. From 1999 to 2018, Atchara lived at 1203 Samuel Ct., in Naperville, IL.

Yardfon and Atchara are both U.S. Citizens.

In regards to why the move to the St. Charles location: Yardfon answered that it's because the area is a good location for a new restaurant. Atchara answered that it's a good location for a new Thai restaurant and because its close to her house.

When asked if there is any liquor inventory at this time, Yardfon answered not yet and Atchara answered no.

When asked if she is a current or past liquor license holder, Yardfon answered no. Atchara had owned the Thai Village Restaurant in Batavia, IL, from 2005 – 2021. Atchara owned a 10% share of the business from 2021 – 2022. After 2022, she is completely removed from the business. Thai Village Restaurant had a BYOB liquor license. Atchara also owned Lemon Grass in Naperville, IL (on Ogden) from 1999 – 2006. Lemon Grass had a full liquor license. Atchara advised that she did not have any past violations.

They plan to sell liquor a couple of weeks after the license is approved.

Yardfon indicated that she does not have previous restaurant ownership.

The restaurant (Thai Corner Cuisine) is already open – since 01/01/24.

The restaurant will have around 5 employees (including Yardfon and Atchara).

Yardfon and Atchara will be the onsite managers.

Yardfon and Atchara are the two main owners, but there are also two investors/silent partners that don't make any business decisions.

Records Checks:

I conducted records checks with the following agencies, and received the following results (in summary):

Results for Yardfon and Atchara:

- Kane County Sheriff's Office: No Record.
- Will County Sheriff's Office: No Record.
- Cook County Sheriff's Police Department: No criminal contact (both subjects).

Results for Yardfon:

- Kendall County Sheriff's Office: No Record.
- Plainfield Police Dept.: No Record.

Results for Atchara:

- Geneva Police Dept.: Has not had contact with Atchara.
- DuPage County Sheriff Office: The response indicated that their records do not contain any conviction information on this subject (Atchara).
- Batavia Police Dept.: Five police reports were provided in the response. The case numbers, incident type, and Atchara's subject type are listed below (in summary):
 - 2008-3170 – Obscene Phone Calls – Atchara is listed at the Victim.
 - 2008-11334 – Harassment By Telephone – Atchara is listed as the Victim.
 - 2009-17770 – Burglary – Business – Atchara is listed as the Complainant.
 - 2014-8739 – Fraud 1 – Atchara is listed as the Victim.
 - 2017-9565 – Liquor License Background Invest – Atchara is listed as an Other Person, and Thai Village Restaurant is listed as the Mentioned Business. Per the report: *Following investigation, R/O found nothing to prohibit THAI VILLAGE RESTAURANT and Atchara Khantakharn from obtaining a liquor license.*
- Naperville Police Dept.: Nine police reports were provided in the response. Listed below are the reports' case numbers, the incident type, and Atchara's listed involvement type (in summary):

- 2000-7936 – License and Permits – Atchara (Involved Other). On page 5 it states: Liquor License Renewal, and the Complainant is listed as: Lemon Grass Thai Cuisine.
- 2001-6852 – License and Permits – Atchara (Involved Other). On page 5 it lists Lemon Grass Thai Cuisine as an Involved Other.
- 2001-47339 – Civil Matter/Matter of Record – On page 4 Atchara is listed as the Complainant.
- 2002-20725 – License and Permits – Atchara (Involved Other).
- 2003-20768 – License and Permits – Atchara (Involved Other). On page 5 it states: Liquor License Renewal.
- 2004-18022 – License and Permits – Atchara (Involved Other). On Page 5 it states: Lemon Grass Approved Liquor License.
- 2005-2377 – License and Permits – Atchara (Involved Other).
- 2005-93273 – Commercial Burglary No Force – Atchara (Victim).
- 2008-62169 – Credit Cards / Identity Theft – Atchara (Victim).

-See the attached responses and reports for further information.

Utilizing TLOxp, I had Comprehensive Reports run on Yardfon and Atchara. The reports had the following results (in summary):

- Yardfon: Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found).
- Atchara: Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found). Possible Criminal Records had a result of: (1 Found). Below is a brief summary of the (1) result:
 - Name: Atchara Khantakharn (DOB: 07/15/1958)
 - Crime Details: 04/29/2014 – Illinois Kane, IL
 - Offense Description: Operate Uninsured MTR Vehicle (Disposition: Dismissed)
 - Offense Description: Electronic Commu Device (Plea: Guilty)

Utilizing TLOxp, I conducted a business search for Thai Corner Randall LLC. There were no subjects found using my search criteria, but TLOxp expanded my search and (2) results were found. I ran Business Reports on each of the results – see attached reports for further information.

A check in New World and AEGIS Link yielded negative results for Yardfon.

A check in New World and AEGIS Link for Atchara disclosed the (5) police reports that Batavia PD had sent me. The results also disclosed of (3) traffic activities - (Disobeyed Traffic Control Signal, Improper Lane Usage, and Speeding).

A check in CLEAR for Yardfon and Atchara yielded negative results.

Yardfon's FBI fingerprint response revealed NO PRIOR ARREST DATA, and her ISP fingerprint response had a result of NO RECORD ON FILE.

Atchara's FBI fingerprint response revealed NO PRIOR ARREST DATA, and her ISP fingerprint response had a result of NO RECORD ON FILE.

A business entity search on the ilsos.gov website disclosed that Thai Corner Randall LLC had a status of: Active on 05-15-2023.

A check on the BASSET Card lookup (on the Illinois.gov website), disclosed that Yardfon's BASSET expiration date is 03/25/2026. I was unable to locate Atchara on the the BASSET Card lookup. On 02/27/24, I received a copy of Atchara's BASSET Certificate of Completion via email. The certificate is dated 02/24/24.

SITE VISIT:

On 02/28/24, I responded to Thai Corner Cuisine and met with Atchara. The business layout appeared to be consistent with the provided floorplan.

IMPROVEMENTS:

On page four of the application, question six inquires about any improvements planned for the building and/or site that will require a building permit. The "Yes" box is marked. The follow up question inquires if a building permit has been applied for. Again, the "Yes" box is marked. On 03/01/24, I had phone contact with Atchara and discussed this with her. In summary, Atchara advised that they are not planning any building improvements, nor have they applied for any permits. Atchara indicated that she is pretty sure those answers were incorrect on accident.

This concludes this background investigation.

Respectfully Submitted,

Det. Sgt. Vicicondi #368



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



Incomplete applications will not be accepted.
Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

Business Name

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

W M 368
Signature of Investigating Officer

Badge Number & Rank 368 SGT.

Approval Recommended* Approval NOT Recommended
S. P. 3-5-24
 Signature of Chief of Police Date

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



Receipt

Date: February 14, 2024

Payment Method	Check No.	Received From
Check	1107	Thai Corner

Notes:

Application fee for a new Class B-1 restaurant liquor license.

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

Date Application Received: _____

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 _____
 G Brewery/Restaurant or Site License - \$varies
 G1
 G2
 H Catering License - \$varies
 H1
 H2

<input type="checkbox"/> Late Night Permit 1:00am \$800 (B/C only)
<input type="checkbox"/> 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:
 Thai Corner Randall LLC

3. Business Address:
 615 S Randall Rd Ste 115 St Charles, IL 60174

4. Type of Business (5.08.070-3): Restaurant	5. Length of Time in this Business (5.08.070-4): New	6: Value of merchandise that normally will be in inventory when in operation (5.08.070-5): \$
7. Business Phone: 331.286.3130	8. Business E-mail: yardfond@gmail.com	9. Business Website: thaicorner38.com
11. Applicant/Contact Person Name: Yardfon Underwood		12. Title: Manager
		13. Email: yardfond@gmail.com

18. If Corporation, Corporation Name:

19. Corporation Address (city, state, zip code):

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

Full Name, include middle initial: Atchara Khantakharn
Title: Manager
Birthdate:
Birthplace:
Driver's License#:
Home Phone:

Full Name, include middle initial: _____ Title: *INVESTOR*

Full Name, include middle initial: _____ Title: _____

BUSINESS ESTABLISHMENT LOCATION INFORMATION			
1. Exact Street Address for liquor license: 615 S Randall Rd unit 115, Saint Charle, IL 60174	2. # Parking Spaces: 10	3. Outside Dining s.f. [17.20.020-R]: 0	4. Total Building s.f.: 1205
5. Total # Seats: 20	6. Live Entertainment Area s.f. [5.08.010-H]: No		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6): Family full service restaurant, dine in, takeout and delivery			

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY	
Attach to this application a floorplan or layout of the proposed facility to include the following:	
1.	Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: <ul style="list-style-type: none"> a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof; b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided); c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
2.	The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
3.	A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4.	It shall be unlawful for any 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"> <p>Name of Building Owner: William Wonais Address of Building Owner: 1025 Ogden Ave, Lisle, IL 60532 Mailing Address of Building Owner (if different):</p> </td> <td style="width: 40%;"> <p>Phone Number: 630-852-4185 E-mail Address: jw.realty.partnership@gmail.com</p> </td> </tr> <tr> <td> <p>Name of Building Owner: _____ Address of Building Owner: _____ Mailing Address of Building Owner (if different):</p> </td> <td> <p>Phone Number: _____ E-mail Address:</p> </td> </tr> <tr> <td> <p>Name of Building Owner: _____ Address of Building Owner: _____ Mailing Address of Building Owner (if different):</p> </td> <td> <p>Phone Number: _____ E-mail Address:</p> </td> </tr> </table>	<p>Name of Building Owner: William Wonais Address of Building Owner: 1025 Ogden Ave, Lisle, IL 60532 Mailing Address of Building Owner (if different):</p>	<p>Phone Number: 630-852-4185 E-mail Address: jw.realty.partnership@gmail.com</p>	<p>Name of Building Owner: _____ Address of Building Owner: _____ Mailing Address of Building Owner (if different):</p>	<p>Phone Number: _____ E-mail Address:</p>	<p>Name of Building Owner: _____ Address of Building Owner: _____ Mailing Address of Building Owner (if different):</p>	<p>Phone Number: _____ E-mail Address:</p>
<p>Name of Building Owner: William Wonais Address of Building Owner: 1025 Ogden Ave, Lisle, IL 60532 Mailing Address of Building Owner (if different):</p>	<p>Phone Number: 630-852-4185 E-mail Address: jw.realty.partnership@gmail.com</p>						
<p>Name of Building Owner: _____ Address of Building Owner: _____ Mailing Address of Building Owner (if different):</p>	<p>Phone Number: _____ E-mail Address:</p>						
<p>Name of Building Owner: _____ Address of Building Owner: _____ Mailing Address of Building Owner (if different):</p>	<p>Phone Number: _____ E-mail Address:</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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input checked="" 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 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): 05/15/2023</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. All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).

Has this been done? Yes No

If yes, date(s):

15. Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? Yes No

If already furnished, date of delivery:

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

Yes No

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): Yardfon Underwood

Date of Course:	Place Course was Taken: ONLINE	Certificate Granted? Y/N Yes	Expiration:
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Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:
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Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

Date of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:
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Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

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

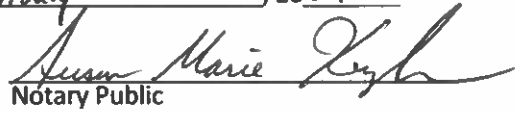
Business Name:

SIGNATURES



Applicant's Signature

Subscribed and sworn before me this 14th day of February, 2024


Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date: _____ Name of Applicant: _____

Name of Business: _____

Address of Business: _____ Ward Number: _____

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

1. Date on which applicant will begin selling retail alcoholic liquors at this location: _____
2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? Yes No
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? Yes No
If yes, answer a, b and c:
 - a. State the kind of such business:
 - b. Give date on which applicant began the kind of business named at this location:
 - c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?
 Yes No
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? Yes No
If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? Yes No

**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: *Thew Corner Randall LLC*

DBA: *Thew Corner cuisine*

Phone: *331-2893130* Fax: _____ E-mail: *yardfond@gmail.com*

Address: *615 S. Randall Rd. Unit 115*

City: *St. Charles* State: *IL* ZIP Code: *60174*

Expected date of business opening (Required): *Already in Business*

TAX PREPARER INFORMATION

Name of Tax Preparer: *Tunya K (Laddaglom CPA)*

Phone: *312 939 0340* Fax: _____ E-mail: *sunantalad@hotmail.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.

CITY OF ST. CHARLES
FINANCE DEPARTMENT
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984
PHONE: (630) 377-4429 FAX: (630) 377-4487



ALCOHOL TAX RETURN

Month Ending: _____ Account #: _____

Name of Business: _____

Due Dates: Jan: Due Feb 28 May: Due Jun 30 Sep: Due Oct 31
Feb: Due Mar 31 Jun: Due Jul 31 Oct: Due Nov 30
Mar: Due Apr 30 Jul: Due Aug 31 Nov: Due Dec 31
Apr: Due May 31 Aug: Due Sep 30 Dec: Due Jan 31

Computation of Tax:

1. Gross Alcohol Sales 1. _____
2. Amount of Tax 2. _____
Multiply Line 1 by 3% (.03)
3. DEDUCT Commission if Paid on Time 3. _____
Multiply line 2 by 1% (.01)
4. Amount of Tax Payable 4. _____
(Line 2 Less Line 3)
5. Penalty for Late Filing/Payment 5. _____

1st late penalty: Multiply Line 2 by 5% (.05) or \$50.00 whichever is greater
2nd late penalty: Multiply Line 2 by 5% (.05) or \$100.00 whichever is greater
3rd late penalty: Multiply Line 2 by 5% (.05) or \$150.00 whichever is greater
6. Interest for Late Filing Per Month 6. _____
Multiply Line 2 by 1.25% (.0125) x months
7. Tax, Penalties, Interest from Previous Months 7. _____
8. Amount Payable to City 8. _____
(Add Lines 4 + 5 + 6 + 7)

All Figures Are Subject To Audit

I hereby affirm that the statements herein contained are taken from the books and records of the above listed establishment and are correct to the best of my knowledge.

Dated this _____ day of _____
(Day) (Month) (Year)

Signature _____

Name (Please Print) _____

Title _____

Email Address _____ Phone # _____

This form may be duplicated by local establishments for tax payment purposes.

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 Yardfon Underwood

Title Manager

Business Name Thai Corner Randall LLC

Address 615 S. Randall Rd Unit 115 St. Charles IL
60174

Yardfon Underwood
Signature

2/14/24
Date

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

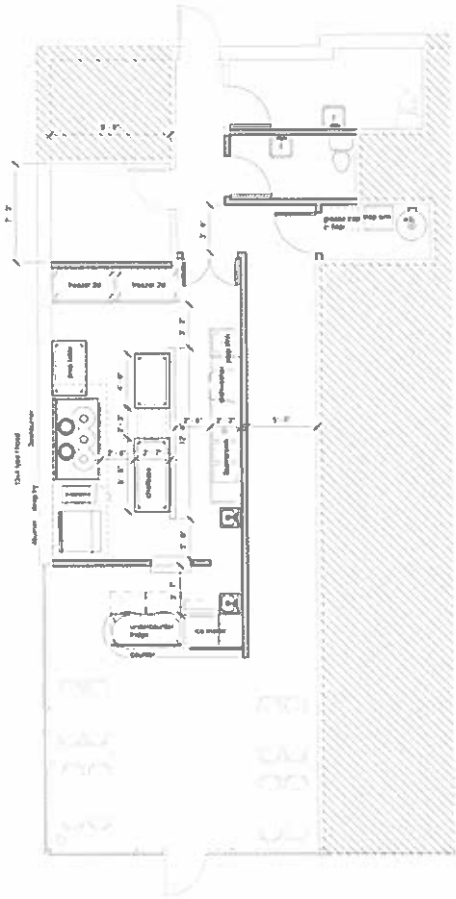
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615 randall 115 DRAFT 7



PROPOSED GRADE FLOOR PLAN
15.4.24



Certificate of Completion

This is to certify that

Yardfon Underwood

An Illinois Certified Beverage Alcohol Seller & Server

Has successfully completed a 4 hour on and off premise course in

B.A.S.S.E.T

Illinois Beverage Alcohol Seller & Server Education Training on

March 25, 2023

Presented by the



**PREVENTION
PARTNERSHIP**

Positivity. Power. Perseverance.

5936 W. Lake Street • Chicago, IL 60644

Tel: (773) 378-4195 x 12

5A-1144944

Trainer's License #



A handwritten signature in black ink, reading "Daryl C. Edwards".

Instructor – Daryl C. Edwards



THACO-2

OP ID: PN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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

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

PRODUCER Buttrey-Wulff-Mamminga Agency 355 First St. PO Box 580 Batavia, IL 60510 J. Michael Wulff	630-879-0111		CONTACT NAME: J. Michael Wulff
	630-879-0111		FAX (A/C, No): 630-879-0216
E-MAIL ADDRESS: mike@bwmmins.com			INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Property Casualty			NAIC # 25674
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
Thai Corner Randall LLC
13115 Taylor St
Plainfield, IL 60585-1697

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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BIP3X39273920442	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BIP3X3927392442	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			BIP3X3927392442	02/13/2024	01/01/2025	Each 1,000,000 Common Cause

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

Location covered: 615 S Randall Rd, Suite 115, St Charles, IL 60174

CERTIFICATE HOLDER

CANCELLATION

CITST-1 City of St. Charles 2 E. Main Street St. Charles, IL 60174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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thai corner

CUISINE

OUR STORY

In a bustling city, our dream came to life with the opening of *Thai Corner*- a cozy and warm restaurant dedicated to sharing Thailand's authentic flavors and vibrant culture.

Thai Corner became a beloved destination through a carefully curated menu, locally sourced ingredients, and a warm, inviting ambiance adorned with Thai artwork. With an unwavering commitment to tradition, *Thai Corner* offers an immersive experience where guests can savor the rich tapestry of Thai cuisine while being transported to the heart of Thailand.

 **THAI CORNER CUISINE**

 **THAICORNER38**

WWW.THAICORNER38.COM



APPETIZER


Thai Corner Combo (12 pcs.) 12.99
Egg rolls (3), Crab rangoon (3), Potstickers (3), Shumai (3)

Chicken Satay (5pcs.) 9.99
Grilled marinated chicken satay with peanut sauce and cucumber salad

Moo-ping (4pcs.) 9.99
Grilled skewers marinated pork served with spicy tamarind sauce

Crab Rangoon (8pcs.) 8.99
Fried wonton with imitation crab meat, cream cheese, and celery, served with Thai sweet chili sauce

Shumai (8pcs.) 7.99
Steamed minced shrimp wrapped with wonton served with ginger soy sauce

Thai Spring Rolls (8pcs.)  7.99
Rice paper filled with tofu, cucumber, shredded carrot, and red cabbage served with tamarind sauce



Curry Puff (3pcs.) 7.99
Thai curry puff filled with delicious 2 Curry potatoes and 1 Ground Chicken basil served with cucumber salad

Egg Rolls (4pcs.) 7.99
Deep-fried thin crepe filled with glass noodles, shredded carrot, and cabbage served with plum sauce



Chicken Potstickers (8pcs.) 7.99
A thin pastry shell is mixed with ground chicken, served with ginger soy sauce

Veggies Potstickers (6pcs.)  7.99
A thin pastry shell mixed with vegetables served with ginger soy sauce



Chives cakes (3pcs.)  6.99
Pan-fried dumplings filled with minced chives

Fried tofu  6.99
Deep-fried tofu served with Thai spicy sweet and sour sauce

SOUP



CHOICE OF PROTEIN

Tom Kha Soup

Hot and sour coconut milk soup spiced with lemongrass, galangal, lime juice, mushrooms, onions, tomatoes, cabbage, green onion and cilantro

Tom Yum Soup

Thai-style spicy and sour soup with lemongrass, kaffir lime leaves, chili, lime juice, mushrooms, onions, tomatoes, green onion and cilantro

Rice Soup

Thai jasmine rice with mixed vegetables in chicken broth

Vegetable Soup (No Meat)

Clear vegetable broth with mixed crunchy cooked vegetables, dried seaweed, and glass noodles

Egg Drop Soup (No Meat)

Silken strands of cooked egg with mixed vegetables in chicken broth

	Small	Large
Tofu/Chicken/Veggies	6.99	9.99
Shrimp	10.99	13.99

SALAD

Cucumber Salad

Fresh cucumber with red onions, shredded carrots, and tomatoes served with homemade dressing

7.99

Papaya Salad

Shredded green papaya, tomatoes, garlic, peanuts, and carrots with Thai chili-lime dressing

10.99

Larb Kai

Ground chicken salad, mixed with red onions, basil, and cilantro, served with a bed of fresh lettuce

10.99

Nam Sod

Ground chicken salad, mixed with red onions, ginger, peanuts, and cilantro, served with a bed of fresh lettuce

10.99

Pla Koong

Cooked shrimp with ginger, mint, and red onion, mixed with Thai chili paste dressing

12.99



RICE DISHES

- Ground Chicken Basil** 🌶️ 12.99
 Stir-fried with ground chicken, green beans, chili-garlic puree, onions, bell peppers, mushrooms and fresh basil
- Spicy Basil Leaves** 🌶️ 12.99
 Stir-fried with a choice of meat, green beans, chili-garlic puree, mushrooms, mushrooms, bell pepper and fresh basil
- Sesame Chicken (only chicken)** 12.99
 Stir-fried chicken with carrots, onion, bell pepper, celery, and sesame seed in orange sauce
- Pad Broccoli** 12.99
 Stir-fried meats with broccoli, mushrooms, and carrots in a brown sauce
- Spicy Mongolian** 🌶️ 13.99
 Stir-fried with special house sauce, onions, bell peppers, carrots, broccoli and cabbage
- Spicy Szechuan** 13.99
 Stir-fried with special house sauce, onions, bell peppers, carrots, jalapenos, broccoli, peanuts and bamboo shoots
- Pad Eggplant** 13.99
 Stir-fried with breaded eggplant, bell peppers, onions, carrots, mushrooms, and fresh basil in a spicy soybean sauce
- Pad Cashew** 13.99
 Stir-fried pineapple, cashews, bell peppers, carrots, celery and onions in sweet chili sauce
- Garlic and Pepper** 13.99
 Stir-fried meat in garlic and black pepper sauce, steamed broccoli, carrots, and bell pepper served with two-color shredded cabbage
- Mixed Veggies Delight** 13.99
 Stir-fried with a medley of fresh veggies in a homemade sauce

CHOICE OF PROTEIN

Tofu/Chicken/Veggies	\$2
Beef	\$3
Pork Belly	\$4
Shrimp	\$4



NOODLE DISHES

Pad Thai

Stir-fried thin rice noodles with egg and bean sprouts, topped with green onions, and shredded carrots in tamarind sauce

Woon Sen Pad Thai

Stir-fried thin glass noodles with egg and bean sprouts, topped with green onions, and shredded carrots in tamarind sauce

Pad See Ew

Stir-fried wide noodles with egg, broccoli, bean sprouts, and carrots in sweet soy sauce

Pad Khee Mao

Stir-fried wide noodles with chili puree, fresh basil, bean sprouts, onions, bell peppers, carrots, jalapenos, eggplants and tomatoes

Pad Woon Sen

Stir-fried thin glass noodles with egg, bean sprouts, onions, tomatoes, bell peppers, celery and carrots

Thai Corner Noodle



Stir-fried egg noodles with snap peas, carrots, onions, beansprouts, and mushrooms in a special garlic sauce

Kung Pao Noodle (Lomein)

Stir-fried egg noodles with carrots, bell peppers, onions, celery, and peanuts in a special garlic sauce



CHOICE OF PROTEIN

 Tofu/Chicken/Veggies	12.99	
Beef	15.99	
Pork Belly	16.99	
Shrimp	16.99	



CURRY



Panang Curry 🌶️

The most famous Thai Panang curry with coconut milk, kaffir lime leaves, bell peppers, peapod, and peas

Red Curry 🌶️

Red curry paste simmered in coconut milk with bamboo shoots, bell peppers, eggplant, and basil leaves

Green Curry 🌶️

Homemade green curry paste in coconut milk with fresh basil leaves, eggplant, bell pepper, green beans, and bamboo shoots

Yellow Curry

Homemade yellow curry paste with coconut milk, onions, bell peppers, tomatoes and sweet potatoes

CHOICE OF PROTEIN

Tofu/Chicken/Veggies	13.99
Beef	16.99
Pork Belly	17.99
Shrimp	17.99

FRIED RICE



Thai Corner Fried Rice

Traditional Thai fried rice with scrambled egg, mixed veggies and garnished with green onions, and shredded carrots in a light soy sauce

11.99

Basil Fried Rice 🌶️

Fried rice with onions, bell peppers, carrots, jalapenos, mushrooms, and basil leaves, garnished with green onions in a light soy sauce

11.99

Cashew Fried Rice

Fried rice, pineapples, onions, carrots, celery, bell pepper in spicy sweet chili shrimp paste

12.99

Pineapple Fried Rice

Fried rice with scrambled egg, onions, broccoli, carrots, tomatoes, and pineapples, garnished with green onions in a light soy sauce

13.99

Crab meat Fried Rice

Fried rice with imitation crab, scrambled egg, onions, carrots, corn, and peas, garnished with green onions in a light soy sauce

15.99

Kao Pad Mun Goong Fried rice 🌶️

Fried rice with shrimp, shrimp paste, scrambled egg, onions, carrots, corn, and peas, garnished with green onions

13.99



CHEF'S RECOMMEND

Chicken Kao Soy (Extra \$3-beef/\$4-pork belly) Egg noodles with yellow curry, bean sprouts, onions, bell pepper, carrots and fried shallots	13.99
Chicken Spaghetti Khee Mao (Extra \$3-beef/\$4-shrimp/\$4-pork belly) Stir-fried egg noodles with chili puree, fresh basil, bean sprouts, onions, bell peppers, carrots, and tomatoes	13.99
Teriyaki Chicken Grilled chicken glazed with homemade teriyaki sauce, served with steamed vegetables	14.99
Cashew on Rice Noodle (Extra \$3-beef/\$4-shrimp/\$4-pork belly) Your choice of protein (chicken/tofu/veggies) Stir-fried with pineapple, cashews, bell peppers, carrots, celery, snap peas, and onions in sweet chili sauce on fried wide noodles	14.99
Panang Noodle (Extra \$3-beef/\$4-shrimp/\$4-pork belly) Your choice of protein (chicken/tofu/veggies) Thai Panang curry with coconut milk, bell peppers, snap peas, carrots, and basil leaves served over fried wide noodles	14.99
Klua Gling (Served with Tortilla) Stir-fried ground chicken in homemade curry paste with shallots, lemongrass, galangal, turmeric powder, and shredded kaffir lime leaves	15.99
Thai Corner Crying Tiger Grilled beef marinated served with Thai country-style spicy sauce	15.99
Pork Belly Basil Leave Stir-fried with crispy pork, green beans, chili-garlic puree, bell pepper, onion, carrots and fresh basil leaves	15.99
Teriyaki Salmon Grilled salmon glazed with homemade teriyaki sauce, served with steamed vegetables	18.99
Sizzling Shrimp or Salmon Spicy homemade sauce with pineapple, snap peas, carrots, bell peppers, onions, zucchini, walnuts, and crispy basil leaves	18.99
Roasted Duck Basil Roasted duck in a light basil sauce with bell peppers, onions, green beans, carrots, and crispy basil leaves	18.99
Roasted Duck Curry Red curry with tomatoes, pineapple, and basil leaves	18.99
Red Sea Salmon Grilled salmon with bell pepper, peapod, zucchini, and basil in red curry sauce	18.99



LUNCH SPECIAL*

Served Monday to Friday
11.00 AM- 3.00 PM

\$9.99

***All Lunch special served with egg roll**

PROTEIN ADDITIONAL...

+Tofu/Chicken/Veggies	\$2
+Beef	\$3
+Pork Belly	\$4
+Shrimp	\$4

Pad Thai

Pad Woon Sen

Thai Corner Fried Rice

Ground Chicken Basil 

Pad Mixed veggies

Sesame Chicken

Red Curry 

Yellow Curry 

SIDE DISH



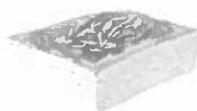
Steamed Broccoli	5.00
Steamed Mix veggies	5.00
Steamed Noodle	(S) 3.00 (L) 6.00
Thai Jasmin Rice	(S) 2.00 (L) 4.00
Peanut Sauce	2.00
Sweet & Sour Sauce	1.00
Hot Sauce	1.00
Hot Oil	1.00



DESSERT



Mango sticky rice 8.99



Thai Custard 5.99



Bananas with Sticky Rice in Banana leaves 5.99

Sweet Sticky Rice 4.99

BEVERAGES

Thai Ice Tea 3.99

Thai Ice Coffee 3.99

Thai Ice Green Tea 3.99

Fresher Flower Drink 3.99

Lipton Tea 2.99

Hot- Jasmin Tea/Green tea/Decaf tea 2.50

Soft Drink (Sprite/Coke/Diet Coke) 2.00



Form **LLC-5.5**

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

FILE # 13258082

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

Filing Fee: \$150

Approved By: MME

FILED

MAY 15 2023

**Alexi Giannoulias
Secretary of State**

1. **Limited Liability Company Name:** THAI CORNER RANDALL LLC

2. **Address of Principal Place of Business where records of the company will be kept:**
13115 TAYLOR ST

PLAINFIELD, IL 60585

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

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

YARDFON UNDERWOOD
13115 TAYLOR ST
PLAINFIELD, IL 60585-1697

5. **Purpose for which the Limited Liability Company is organized:**

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. **The LLC is to have perpetual existence.**

7. **Name and business addresses of all the managers and any member having the authority of manager:**

UNDERWOOD, YARDFON
13115 TAYLOR ST
PLAINFIELD, IL 60585

KHANTAKHARN, ATCHARA
2171 VANDERBILT DR
GENEVA, IL 60134

PALRANGSRI, VORAVEE
2267 FEDERAL DR
AURORA, IL 60503

PINKAEW, WONGCHANA
2207 PRIMROSE DR
PLAINFIELD, IL 60586

8. **Name and Address of Organizer**

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

Dated: MAY 15, 2023

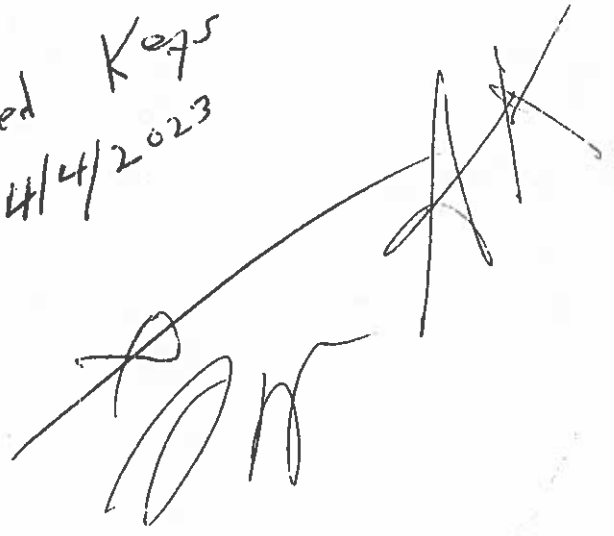
YARDFON UNDERWOOD
13115 TAYLOR ST
PLAINFIELD, IL 60585

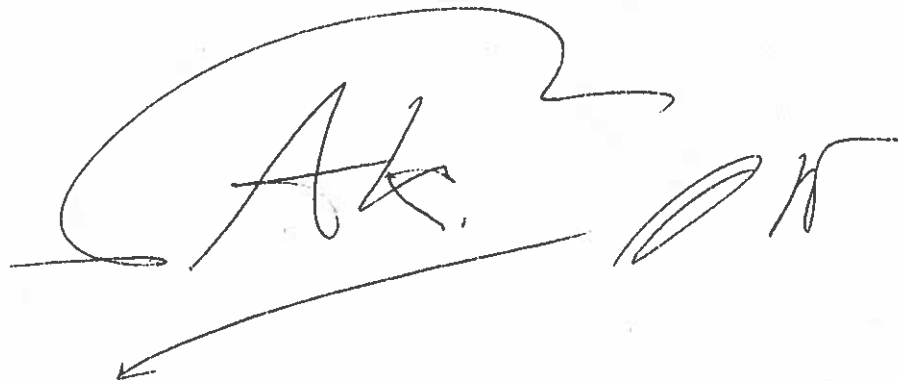
LEASE AGREEMENT FOR 615 S. RANDALL RD. ST. CHARLES
ILLINOIS UNIT 115

LANDLORD: JOHN WONAIS PARTNERSHIP LLC-ST. CHARLES
PLACE SERIES

TENANT Atchara Khantakharn and YardfonUnderwood

Received Keys on
4/4/2023


ww



ARTICLE I

BASIC LEASE PROVISIONS
ENUMERATION OF EXHIBITS

AK

SECTION 1.01. Basic Lease Provisions

THAI
DT

- (A) DATE: APRIL 4, 2023
 - (B) Landlord: JOHN WONAIS REALTY LLC-ST. CHARLES PLACE SERIES
 - (C) Address of Landlord: 1025 Ogden Ave. Lisle, Illinois 60532 Suite 211 (630) 852-4125
 - ** (D) Tenant: YARDFON UNDERWOOD AND Personal guarantors: NONE
Atchara Khantakharn 2171 Vanderbilt Dr. Geneva, Ill. 60134
 - (E) Address of tenant: 13115 Taylor St. Plainfield, ILL 60585
 - (F) Permitted Use (section 2.07) preparation and sale of THAI food; sale of alcoholic beverages; a take out only restaurant and/or a
 - (G) Tenant's Trade Name (Section 16.10) CUSTOMER SEATING RESTAURANT
 - (H) Shopping Center (Section 2.01) St. Charles Place (the "Shopping Center") situated at 615 S. Randall Rd. St. Charles, Illinois 60174, County of Kane, state of Illinois.
 - (I) Premises (section 2.01) 615 S. RANDALL RD. ST. CHARLES, ILLINOIS 60174 UNIT 115
 - (J) Common Area: All facilities furnished in the Shopping Center and designated by landlord for the general use, in common, of occupants of the shopping center, including tenant hereunder, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking area, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, drainage systems, roofs, canopies, ramps, landscaped areas and other facilities available for common use which may from time to time exist.
- LEASE TERM: (Section 2.05) Initial term: 3 years and 120 days
Three option rights to extend the lease each for 36 months.

(L) OPTION TO EXTEND: THREE (3) OPTION RIGHTS to extend the lease each for 36 months.

(M) MONTHLY MINIMUM RENT AS FOLLOWS (section 3.01)
INITIAL TERM

AK

FREE RENT for the first 120 days starting at lease signing but tenant pays utilities during FREE RENT period (Rent shall be prorated)

1st yr.	NEXT 12 MONTHS.....	\$2600 a month + utilities
2nd yr.	NEXT 12 MONTHS.....	\$2700 a month + utilities
3rd yr.	NEXT 12 MONTHS.....	\$2800 a month + utilities

WW

FIRST OPTION TERM (36 months)

1st yr.....	\$2900.00 a month + utilities
2nd yr.....	\$3000.00 a month + utilities
3rd yr.....	\$3100.00 a month + utilities

SECOND OPTION TERM (36 months)

1st yr.....	\$3200.00 a month + utilities
2nd yr.....	\$3300.00 a month + utilities
3rd yr.....	\$3400.00 a month + utilities

THIRD OPTION TERM (36 months)

1st yr.....	\$3500.00 a month + utilities
2nd yr.....	\$3600.00 a month + utilities
3rd yr.....	\$3700.00 a month + utilities

** (D) A THIRD ADDITIONAL TENANT CAN BE AN LLC FORMED BY TENANTS (THUS THERE WILL BE 3 TENANTS WITH JOINT AND SEVERAL LIABILITY.)

THROUGHOUT THE TERM OF THE LEASE AND EXTENSION THEREOF TENANT SHALL NOT PAY ANY REAL ESTATE TAXES, COMMON AREA EXPENSES OR INSURANCE PREMIUMS FOR INSURANCE ON THE ENTIRE SHOPPING CENTER.

- (N) Minimum rent abatement period: First 120 days starting at lease signing; Tenant shall pay utilities during FREE RENT period.
- (O) Common area maintenance payment: (Section 4.01) NOT APPLICABLE
- (P) Real Estate Taxes Expense (Section 4.01) NOT APPLICABLE
- (Q) Security Deposit (Section 3.03) NONE
- (R) Tenant's Proportionate Share: (Intentionally omitted)
- (S) Personal Guarantors: NONE

- (T) At lease signing tenant shall pre-pay TWO (2) MONTH'S RENT OF \$5,200.00 by cashier's check
- (U) Tenant may sell alcoholic beverages with consumption of food on the premises; Tenant's option if tenant shall sell alcoholic beverages; Lease is not contingent upon tenant obtaining a liquor license.

3 OPTION RIGHTS OF TENANT

Tenant has three (3) OPTION RIGHTS to extend the lease each for three (3) years. To exercise each OPTION RIGHT tenant in writing must notify landlord of tenant's election to exercise the option right with the written notice to be received by landlord no later than 180 days prior to the expiration of the then current lease term. TIME IS OF THE ESSENCE and if the notice is not timely received then the option right lapses. The notice must be in writing and sent to landlord by US CERTIFIED MAIL RETURN RECEIPT to the address on page 1 of this lease or such other address where landlord receives rent and tenant is notified in writing of this new address by landlord. ORAL NOTIFICATION IS INVALID. At the time of the written notification tenant must not be in default of any lease obligation. To exercise each option right the previous option right(s) must be exercised.



SECTION 1.02. Significance of a Basic Lease Provision.

Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease provisions shall be construed in connection with and limited by any such reference. Initially capitalized terms used in the Lease and referred to in Section 1.01 shall have the respective meaning given them in Section 1.01.

SECTION 1.03. Enumeration of Exhibits.

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

SECTION

Exhibit E. Rules and Regulations

ARTICLE II

DEMISE OF PREMISES AND QUIET ENJOYMENT

SECTION 2.01. Description and General Obligations.

Landlord owns or controls the land commonly known as ST. CHARLES PLACE together with the certain buildings and improvements thereon, all of which shall constitute the Shopping Center. In consideration of the rents, covenants and agreements contained in this Lease, Landlord hereby leases the Premises to Tenant and

Tenant. rents same, in order for Tenant to operate continuously its operations thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Shopping Center.

The Premises shall include only the appurtenances specifically granted in this Lease, which shall include the exterior and interior portions of the Premises, with Landlord specifically reserving for itself the air space above the roof, the space below the floor, and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Premises or on the roof.

SECTION 2.02. Use of Additional Area.

Tenant shall be entitled to use the Common Areas as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to the rules and regulations for the use thereof as prescribed from time to time by the Landlord.

Landlord reserves the right at anytime to relocate the building, automobile parking areas and other Common Areas; to change the number of buildings, buildings' dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies, and the right from time to time to change the size and general location of the buildings and common areas which constitute the Shopping Center, provided however that the general location and size of the Premises, with reasonable access to the Premises and the parking facilities shall not be materially impaired. Landlord shall have no obligation to permit any of the Common Areas to be operated beyond the hours designated by Landlord. If the amount of the Common Areas is diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, except as otherwise provided elsewhere herein, nor shall such diminution of the Common Areas be deemed constructive or actual eviction.

Ak.

4.



WV

SECTION 2.03 OMITTED

SECTION 2.04. Quiet Enjoyment.

Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without interference by the Landlord, subject, nevertheless, to the other terms and provisions of this Lease.

SECTION 2.05. Statement of Lease Term.

[Intentionally Omitted].

SECTION 2.06. Excuse of Landlord's Performance.

Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of the Landlord, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war, invasion, rebellion, hostilities, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of Landlord.

UPON ANY DEFAULT OF LANDLORD, TENANT BY CERTIFIED MAIL WRITTEN NOTICE SHALL PROMPTLY NOTIFY LANDLORD OF THE DEFAULT AND UPON WRITTEN NOTICE LANDLORD SHALL HAVE A REASONABLE AMOUNT OF TIME TO CURE THE DEFAULT.



SECTION 2.07.

PERMITTED USE.

Tenant may use and operate the Premises in accordance with the Permitted use only. Restaurant can be a take out only restaurant with no customer seating or a restaurant with customer seating or a restaurant with both take out and customer seating.

SECTION 2.08.

USE RESTRICTIONS

During the term of this lease and any extensions thereof, Tenant hereby covenants to the Landlord that tenant shall not: (a) sell, serve, distribute and/or make on or from the Premises pasta and/or pizzas of whatsoever kind or nature. (b) sell, serve, distribute and/or make on or from the Premises any kind of ice cream.

SALE OF ALCOHOL BEVERAGES IS PERMITTED WHICH SHALL ONLY BE SOLD TO CUSTOMERS CONSUMING FOOD INSIDE THE LEASED PREMISES. LEASE IS NOT CONTINGENT UPON TENANT OBTAINING A LIQUOR LICENSE. UPON SELLING ALCOHOLIC BEVERAGES TENANT AT TENANT'S COST MUST OBTAIN DRAM SHOP INSURANCE INSURING LANDLORD AT REASONABLE AMOUNTS DECIDED BY LANDLORD.

Handwritten signatures and initials. On the left, a large signature that appears to be 'AK'. In the center, a large, stylized signature that appears to be 'O' followed by a flourish. On the right, the initials 'WV'.

ARTICLE III

RENT

SECTION 3.01 Minimum Rent.

During the entire Lease Term, as the same may be extended, pursuant hereto, Tenant covenants and agrees to pay to Landlord, without any prior demand, deduction or setoff whatsoever, the Minimum Rent as provided in Section 1.01 and as scheduled on Exhibit F, attached hereto and incorporated herein by this reference. The payment of Minimum Rent by Tenant to Landlord shall be made in advance of the first day of each calendar month during the Term.

SECTION 3.02. Intentionally Omitted.

SECTION 3.03. Security Deposit. NONE

SECTION 3.04. Additional Charges.

(Intentionally Omitted).

SECTION 3.05. Past Due Rent

DURING THE TERM OF THE LEASE AND ANY EXTENSIONS THEREOF, TENANT SHALL PAY AN ADDITIONAL AMOUNT OF RENT OF \$75.00 MONTHLY EACH TIME THAT RENT IS NOT PAID TO LANDLORD BY THE 7th DAY OF EACH MONTH.

ARTICLE IV

COMMON AREAS AND OPERATING COSTS

SECTION 4.01. Operating Costs. (Intentionally Omitted)

ARTICLE V

UTILITIES

SECTION 5.01. Tenant Responsibilities.

Tenant shall make application for, obtain, pay for, and be solely responsible for all utilities required, used or consumed on the Premises, including, but not limited to, gas, electric, garbage. If tenant does not pay a utility at landlord's option, landlord may pay the utility and shall (During the term of the lease and extensions thereof tenant shall not pay water/sewer utility services) charge tenant additional rent for the payment. Landlord shall pay water/sewer utility services provided to the leased premises from the city of St. Charles.

INSTALLATION, MAINTENANCE, OPERATION AND REPAIRS

SECTION 6.01

Tenant shall accept the subject leased premises in "AS-IS" "WHERE-IS" condition and at tenant's expense tenant shall remodel the premises and pay for all improvements, modifications, changes and installations required for tenant's use as a take out only TAI restaurant and/or required by any governmental body. Tenant shall install all equipment, fixtures, trade fixtures, non-trade fixtures, and all other property and installations of any kind at tenant's expense. Fixtures that tenant shall install shall include but not be limited to the following;

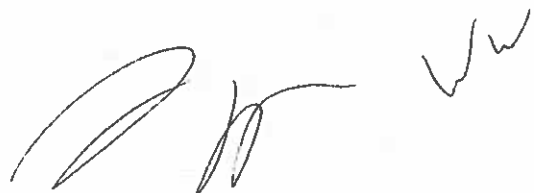
- 1) A kitchen hood
- 2) Ancel system for fire prevention
- 3) Grease trap
- 4) HVAC modifications
- 5) Gas lines
- 6) Plumbing fixtures
- 7) Sinks
- 8) Electrical modifications and fixtures
- 9) Kitchen equipment
- 10) Walk-in cooler
- 11) Refrigeration
- 12) Stoves/grills

All trade fixtures, non-trade fixtures, equipment and other property installed and provided by tenant shall be of first-class quality and workmanship.

Prior to tenant providing and installing the above stated property and prior to construction of build-out of the premises, tenant shall provide build-out plans to landlord for landlord's approval which shall not be unreasonably withheld. Architect fees, permit and application fees and inspection fees shall be paid by tenant. Throughout the lease and extension thereof at Tenant's expense tenant shall repair, maintain and replace all of the fixtures, trade fixtures, non-trade fixtures, installations, and property stated above. All of the aforementioned fixtures, trade fixtures, non-trade fixtures, installations, and property shall at all times remain at the subject leased premises and shall remain at the premises after the termination of the lease and after tenant's right to possession terminates.

Upon the sale of the business the new owner shall have the right to use the aforementioned property which shall remain at the leased premises. Upon the termination of the lease or upon the termination of tenant's right to possession landlord shall have the right at landlord's cost to remove the aforementioned property if for 12 consecutive months no restaurant tenant leases the premises after the termination of the lease or tenant's right to possession. Landlord at landlord's cost shall pay for any damages to the premises caused by the removal of the aforementioned property. At no time whatsoever shall landlord be required to pay tenant or tenant's lease assignee or purchaser of the business any monies for the purchase and installation of the aforementioned property EXCEPT AS FOLLOWS:

On the first day of the lease that tenant is opened for business and all governmental approvals have been received landlord shall pay tenant \$50,000 and no other monies at anytime shall be paid.



SECTION 6.03. Maintenance by Tenant.

Except as provided in Section 6.08 hereof, Tenant shall, at Tenant's expense, keep the interior and exterior of the Premises and appurtenances thereto in good order, condition, maintain, & repair, clean, sanitary and safe, and be financially responsible for the repair & replacement of heating, cooling, ventilating, fire prevention equipment and other equipment, plumbing and other fixtures, all electrical lines and equipment servicing the Premises, all doors and windows, whether indoor or outdoor, and which are a part of the Premises and all broken glass with glass of the same size and quality, and shall, in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain a clean and slightly appearance. Tenant shall keep all rubbish and trash in sanitary containers within the Premises or, upon Landlord's approval, at locations in the Common Area if such locations are available. Tenant shall keep the containers and the area around the containers in a clean and slightly condition free of odors and pests. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy such obligations of Tenant. Tenant shall reimburse Landlord for any expenses Landlord incurs in performing Tenant's obligations. Tenant shall make any and

all additions, improvements, alterations, and repairs to or on the Premises including, without limitation, repairs which may at any time during the Term be required under any law or regulation, including the Americans with Disabilities Act, or recommended by any governmental authorities, insurance underwriters, inspection Rating Bureaus, or insurance inspectors designated by Landlord. Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations or repairs. All such work shall be performed in a good and workmanlike manner in accordance with all laws and using high quality materials. In accordance with Section. 6.06 hereof, all

additions, improvements, and alterations thereto which have been approved by Landlord shall, at Landlord's election, become the property of the Landlord upon the expiration or earlier termination of this Lease.

The image shows two handwritten signatures in black ink. The first signature is a stylized 'A.L.' with a long horizontal stroke extending to the right. The second signature is a more complex, cursive signature with a large loop and a long horizontal stroke extending to the right.

SECTION 6.04. Signs, Awnings and Canopies.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and shall not place or maintain any exterior lighting, plumbing fixture or protruding object or any decoration,

(Exterior box signs are prohibited. All signage must comply with city of St. Charles ordinance and must be approved by landlord in writing which approval shall not be unreasonably withheld.)

lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent, which approval may NOT BE UNREASONABLY WITHHELD.

Tenant further agrees to maintain any approved sign, awning, canopy, decoration, lettering, advertising matter or other item as may be approved, in good condition and repair at all times. With city of St. Charles approval, tenant may install exterior signage on the facade of the store facing east and facing south.

SECTION 6.05. Tenant Shall Discharge All Liens.

Tenant shall not create or permit to be created or to remain, and shall discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work of materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interest therein, provided, that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord.

Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics', laborers' or materialmen's lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be required by Landlord or a lender of Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released and judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord shall promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant shall pay, protect and indemnify Landlord within ten (10) days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys', managers', or consultants' fees and costs, incurred by Landlord by reason of the filing of any lien and/or the removal of such lien.

SECTION 6.07. Security Interest in Tenant's Property.

[Intentionally Omitted]

SECTION 6.08. Maintenance by Landlord.

Landlord shall keep the exterior supporting walls, foundations, slab floor, roof, common areas, parking lot and downspouts in good repair, and provided that any repair required to be performed by Landlord hereunder shall not have been caused by negligence of Tenant, its concessionaires, officers, agents, employees, licensees, or invitees, in which event Tenant shall be responsible therefore. Landlord shall have no obligation to replace, repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilating, electrical, air conditioning, fire prevention equipment and other mechanical installations therein.

A handwritten signature in black ink, appearing to be 'A.K.', written in a cursive style.A handwritten signature in black ink, appearing to be 'J.W.', written in a cursive style.

ARTICLE VII

OPERATING RULES, REGULATIONS, SURRENDER

SECTION 7.01. Rules and Regulations.

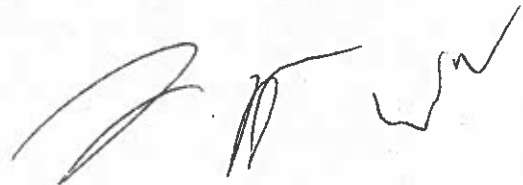
Tenant agrees to comply with and observe the rules and regulations set forth in Exhibit "E" attached hereto. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center.

ARTICLE VIII

INSURANCE

SECTION 8.01. Tenant's Coverage.

Tenant shall maintain at its sole expense during the term hereof, public liability insurance for injury to persons and property combined single limit covering the Premises in an amount of TWO MILLION DOLLARS (\$2,000,000 DOLLARS) all in forms and with companies satisfactory to Landlord naming Landlord, Managing Agent, Landlord's beneficiary, purchasers, officers and directors of Landlord of Landlord's beneficiary and Landlord's lender(s) as additional insureds thereunder. Furthermore, Tenant shall keep in force plate glass insurance, as well as fire and extended coverage insurance for the full replacement value of all improvements and property, including, but not limited to, inventory, trade fixtures, non-trade fixtures, furnishings and other personal property located in the Premises. Tenant shall cause all insurance policies required hereunder to name Landlord and Landlord's lender as an additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition Tenant shall keep in force workmen's compensation or similar insurance to the extent required by law. Should Tenant fail to effect the insurance called for herein, Landlord may at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord as Additional Rent. Each insurer under the policies issued by it or by independent instrument furnished to Landlord shall provide that it will give Landlord and Landlord's lender thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled.



SECTION 8.02. Increase in Fire Insurance Premium.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be carried by Landlord on the Premises or the Shopping Center, resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any increase of premium for the fire, and/or casualty rates on the Premises, Tenant shall pay the additional premium on the fire and/or casualty insurance policies of Landlord and/or other tenants by reason thereof. The Tenant also shall pay, in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when

Three handwritten signatures in black ink. The first signature on the left consists of two large, stylized 'A's. The middle signature is a complex, cursive scribble. The signature on the right is a simple, stylized 'W'.

rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

SECTION 8.03. Indemnification.

Tenant hereby agrees to indemnify and hold Landlord (and the parties named as additional insureds of Tenant's insurance policies pursuant to Section 8.01) harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use and occupancy of the Premises or the Shopping Center, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant, (c) any act, omission or negligence of Tenant, its agents or employees. Tenant further releases Landlord and Landlord's beneficiaries from liability for any damages sustained by Tenant or any other person claiming by, through or under tenant due to the Premises, the Shopping Center, or any part thereof any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to, any damage caused by water, snow windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Shopping Center except to the extent such claims, damages, liabilities or expenses arise from the negligence or willful misconduct of Landlord. Landlord and Landlord's beneficiaries shall not be liable for any damage to or loss of personal property, inventory, fixtures or improvements, from any cause whatsoever, except the affirmative acts of proven negligence or willful misconduct of Landlord, and then only to the extent not covered by insurance to be obtained by tenant in accordance with Section 8.01 hereof.

any claim
(50%) of
except as

ARTICLE IV

CASUALTY AND CONDEMNATION

SECTION 9.01. Fire, Explosion or Other Casualty.

In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired

by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend an amount for such repair in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace trade fixtures, stock, furniture, furnishings, floor covering and equipment. In the event of any such damage and Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) the Shopping Center is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If Landlord elects to rebuild the Shopping Center and/or the Premises, Landlord shall complete such reconstruction within one hundred eighty (180) days after the giving of the notice. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Minimum Rent and any additional charges shall be allowed from the date when the damage occurred until the Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the Floor Area of the Premises.

SECTION 9.02.

(Omitted)

SECTION 9.03. **Condemnation.**

If more than fifty percent (50%) of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, Landlord or Tenant may terminate this Lease by written notice to the other as of the date possession is taken by the condemning authority. If twenty-five percent (25%) or more of the Shopping Center is taken, or if any part of the Shopping Center is taken which causes its continued operation not to be economical in Landlord's sole opinion, Landlord may

terminate this Lease as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. In the event of a partial taking which does not result in the termination of this Lease, Minimum Rent shall be apportioned according to the part of the Premises remaining useable by Tenant. Promptly following such condemnation, Tenant shall, at Tenant's expense, perform any work required to replace the Premises in the condition that existed on the opening day of business and shall restore, repair or replace stock, trade fixtures, furniture, furnishings, floor covering and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

SECTION 9.04. Condemnation Award.

All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises or Shopping Center, shall be property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and the Tenant hereby assigns to Landlord all of the Tenant's right, title, and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for Tenant's moving expenses or the taking of Tenant's trade fixtures.

ARTICLE X

DEFAULT AND REMEDIES

SECTION 10.01. Definitions.

In the event that Tenant (a) fails to pay rent when due; (b) fails to pay all or any portion of any sum due from Tenant hereunder or pursuant to any exhibit attached hereto within five (5) days following notice; (c) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (d) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (e) fails to conduct business in the Premises for seven (7) consecutive days; (f) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any year; (g) becomes bankrupt, insolvent or

files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy, takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law any or all of the occurrences in this said Section 10.01 (g) shall be deemed a default on account of bankruptcy for the purposes hereof

and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease); (h) commits waste to the Premises or Common Areas; or (i) is otherwise in breach of Tenant's obligations hereunder and shall not have cured same within ten (10) days following written notice from Landlord; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, terminate Tenant's right to possession of the Premises and without terminating this Lease re-enter and resume possession of the Premises, with resort to process of any court, either by force or otherwise. Notwithstanding such re-entry by Landlord, Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay Rent and additional charges due hereunder for the full term hereof. Following re-entry of the Premises by Landlord, Tenant shall continue to pay all Rent and additional charges as same become due under the terms of this Lease, together with all other expenses incurred by Landlord regaining possession. Landlord shall make reasonable efforts to mitigate Tenant's damages by re-letting the Premises but shall be under no obligation to direct prospective tenants from other portions of the Shopping Center. Upon re-letting sums received from such new Lessee by Landlord shall be applied first to payment of costs incident to re-letting; any excess shall then be applied to any indebtedness to Landlord from Tenant other than Rent; and any excess shall then be applied to the payment of Rent which is due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts received hereunder and sums to be received by Landlord on re-letting, which deficiency Tenant shall pay to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of re-letting that remain following application of same in the manner set forth herein.

Following Landlord's termination of the lease and/or Tenant's right to possess the Premises, Landlord shall be entitled to recover from Tenant all the dollar amounts of Minimum Rent abated by Landlord under this Lease, Rent accrued and unpaid for the period up to and including such termination dated, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder.

SECTION 10.02. Rights and Remedies.

The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand.

SECTION 10.03. Bankruptcy.

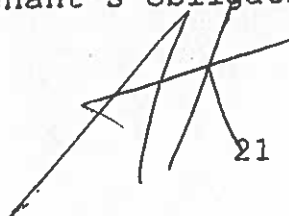
If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor-in-possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if (a) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (c) provides adequate assurance of performance during the fully stated term hereof of all the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease, as set forth hereinabove, shall include, without limitation, adequate assurance (i) of the source of rent reserved hereunder, and (ii) the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Minimum Rent, utilities or any other charges therefore required to be paid by Tenant under this Lease.

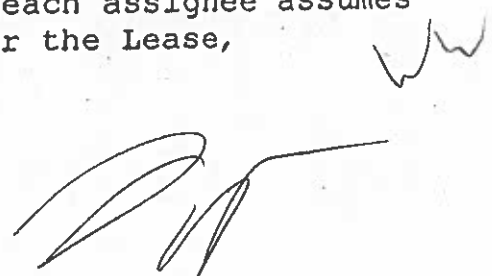
ARTICLE XI

ASSIGNMENT AND SUBLETTING

SECTION 11.01. Assignment and Subletting.

Tenant shall have the right, with the prior written consent of Landlord, to assign this Lease and any interest therein and to sublet the Premises, or any part thereof, or any right or privilege pertinent thereto, provided that each assignee assumes in writing all of Tenant's obligations under the Lease,


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Landlord shall not unreasonably withhold its consent to such an assignment or sublease. Any transfer of control of the ownership of Tenant, voluntarily or involuntarily, shall be deemed to be an assignment of the Lease and shall be subject to the foregoing provisions. Any attempt by Tenant to sublet all or any portion of the Premises, to encumber same, or to in any manner transfer, convey, assign Tenant's interest therein, allow the use or management thereof, in violation of the foregoing provisions, shall be void.

SECTION 11.02. Change of Control. [Intentionally Omitted]

ARTICLE XII

RIGHT OF ENTRY

SECTION 12.01. Right of Entry.

Provided prior notice is given to Tenant, except in emergency situations, Landlord shall have the right to enter the Premises to make such repairs, alterations, improvements or additions as Landlord may deem desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. However, if Landlord makes any such alterations, improvements or additions which render the Premises untenable, in whole or in part, a proportionate abatement of the Minimum Rent and Additional Rent shall be allowed from the date when alterations, improvements or additions are first begun until the date they are completed, said proportion to be computed on the basis of the relation that the gross square foot area of the space rendered untenable bears to the floor area of the Premises. During the six months prior to the expiration of the Lease Term or any renewal term, or termination of the lease, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation.

ARTICLE XII

TENANT'S PROPERTY

SECTION 13.01. Taxes.

Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant and taxes assessed on the basis of Tenant's occupancy thereof, including, but not limited to, taxes measured by Rents due from Tenant hereunder.

SECTION 13.02. Notices by Tenant.

Tenant shall give immediate telephone or telegraphic notice to Landlord's managing agent in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or defects therein or in any fixtures or equipment and shall promptly thereafter confirm such notice in writing.

ARTICLE XIV

SUCCESSION TO LANDLORD'S INTEREST

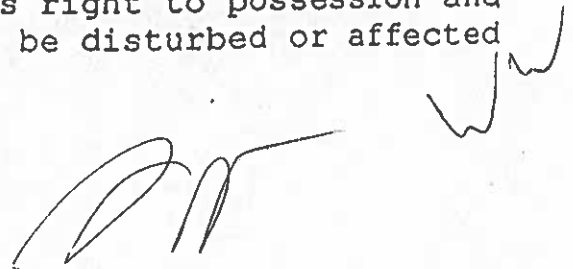
SECTION 14.01. Attornment.

Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining term.

SECTION 14.02. Subordination.

This Lease shall be subordinate to the lien of any mortgage or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises are apart, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof, provided Tenant's right to possession and leasehold interest hereunder shall not be disturbed or affected

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by such lien or foreclosure or termination thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgages or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

SECTION 14.03. Mortgagee's Approval.

~~If any mortgagee of the Shopping Center requires any modifications of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request therefore, provided said request is made prior to the Commencement Date. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either from damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: the amount of Rent or other charges reserved herein; the size and/or location of the Premises; the duration and/or Commencement Date of the term; or the reduction of the improvements to be made by Landlord to the Premises prior to delivery of possession; or any other material provision of this Lease.~~

SECTION 14.04. Estoppel Certificate.

Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser of the Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those

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claimed by Tenant) and the dates to which Rent and other charges have been paid.

ARTICLE XI

SURRENDER OF PREMISES

SECTION 15.01. Condition on Surrender.

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty excepted. In addition at Tenant's sole cost and expense, Tenant shall remove any and all odors or smell cause and related to the Tenant's use of the Premises. Tenant shall have repaired any damage to the Premises caused by the removal of any improvements or alterations made to the Premises or any furniture, trade fixtures or other personal property placed in the Premises.

SECTION 15.02. Holding Over.

Should Tenant, without Landlord's written consent, hold over at the end of the term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay Minimum Rent and other charges at two (2) times the highest monthly rate provided for herein ("Holdover Rent"). In addition to Holdover Rent, Tenant shall pay any and all damages incurred by Landlord resulting directly or indirectly from Tenant's holding over, including but not limited to loss of rent from prospective tenants, attorneys' fees and costs, real estate commissions and other expenses.

ARTICLE XVI

MISCELLANEOUS

SECTION 16.01. Leasing Rights Reserved to Landlord.

Landlord reserves the right, exercisable at its election without notice and without liability to Tenant for damage or injury to property, person or business, and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease, to grant to anyone

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the right to conduct any business or render any service in the Shopping Center, EXCEPT SALE OF TAI FOOD which tenant shall have an exclusive right to sell at the shopping center. EXCEPTION: An existing TAI ICE CREAM store may continue its operation indefinitely without tenant objecting to this use.

SECTION 16.02. Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord and signed by landlord.

SECTION 16.03. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

SECTION 16.04. Entire Agreement.

This Lease and the Exhibits, if any, attached hereto and forming a part hereof, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.



SECTION 16.05. No Partnership.

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

SECTION 16.06. Force Majeure.

In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 16.07. Notices.

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered personally or sent by either United States certified mail postage prepaid or overnight courier and shall be addressed (a) if to Landlord, at the address of Landlord provided in Section 1.01 or at such other address as Landlord may designate by written notice and (b) if to Tenant, at the address provided in Section 1.01 for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made in which event notice shall be effective upon mailing.

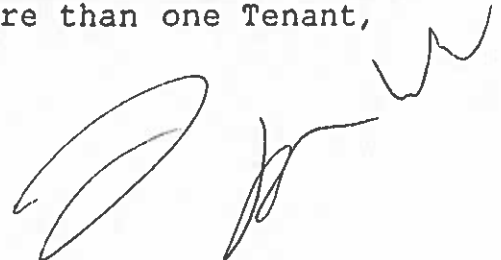
SECTION 16.08. Captions and Section Numbers.

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in any way affect this Lease.

SECTION 16.09. Tenant Defined, Use of Pronoun.

The work "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant,

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any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 16.10. Trade Name; Competing Stores.

Tenant hereby covenants and agrees: (a) to operate in the Premises only under the Trade Name set forth in Section 1.01 and under no other name or Trade Name whatsoever without Landlord's prior written consent, (b) to continuously use, occupy and operate the whole of the Premises for the sale of its goods or services in accordance with its Permitted Use and for no other purpose whatsoever, and (c) not to own, operate or be financially interested in, either directly or indirectly (by itself or with others), a business like or similar to the business permitted to be conducted hereunder, or which employs the same or similar Trade Name, within a radius of 1/4 of a mile of the perimeter of the Shopping Center. Without limiting Landlord's other available remedies, in the event Tenant should violate this covenant (c) above, Landlord may, at its option, (x) terminate this Lease upon thirty (30) days' written notice to Tenant or (y) enjoin the operating of the violative store.

SECTION 16.11. Broker's Commission.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease

and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiations thereof.

SECTION 16.12. Partial Invalidity.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 16.13. Execution of Lease.

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

SECTION 16.14. Recording.

Tenant agrees not to record this Lease. However, Tenant and Landlord, upon request of either, agree to execute and deliver a memorandum or so-called "short form" of this Lease in recordable form for the purpose of recordation at Tenant's expense. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease Term and shall incorporate this Lease by reference. The amount of the Rent shall be deleted from any document so recorded.

SECTION 16.15. Applicable Law.

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

SECTION 16.16. Rider

Intentionally omitted.

SECTION 16.17. Time is of the Essence.

Time is of the essence of this Agreement.

SECTION 16.18. Successors and Assigns.

Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

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SECTION 16.19. Survival of Obligations.

All provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

SECTION 16.20. Representations.

Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein.

SECTION 16.21. Environmental Representations and Warranties, Covenants.

Tenant agrees to indemnify and hold Landlord harmless from any liability or damages Landlord may incur, including attorneys' and consultants' fees, for any (i) contamination of the real estate on which the Shopping Center is constructed, the Shopping Center or the Premises, (ii) storage of hazardous or toxic materials on such real estate or (iii) any violation of federal or state environmental laws, ordinances, regulations or rules, any of which is caused or committed by Tenant, its employees, agents customers or invitees. This provision shall be a continuing obligation of Tenant and shall survive the termination of the Lease.

SECTION 16.22. Landlord's Liability.

Landlord's liability hereunder shall be limited solely to Landlord's interest in the Shopping Center.

SECTION 16.23. Land Trustee Exculpation. [Intentionally Omitted].

SECTION 16.24 Joint Liability.

In the event more than one Tenant executes this Lease, the liability of the Tenants shall be deemed joint and several.

AGREED TO: LANDLORD JOHN WONAIS REALTY LLC-ST.
CHARLES PLACE SERIES BY:

Wilha Wwa
manager

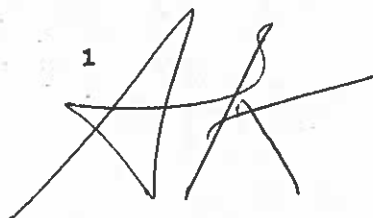
AGREED TO: TENANT

YARDFON UNDERWOOD
Atchara-Khantakharn

EXHIBIT E

Rules and Regulations

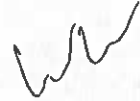
1. Tenant shall not place unsightly objects against glass partitions, doors, fences or gates, nor cover more than 25% of any glass window or door with a sign or signs. Any and all signs that may be seen from off the Premises shall in all events be commercially prepared and of neat appearance.
2. Tenant shall not place any radio or television antenna, loudspeakers or similar devices on the roof or exterior of the Shopping Center, except that a radio or television antenna may be installed by Tenant if express written consent of Landlord shall first be obtained and such installation is made only in accordance with the restrictions which may be included in such consent.
3. Blinds, shades, awnings, window ventilators and other similar equipment visible from outside of the Premises shall be installed by Tenant only in accordance with the prior written approval of Landlord.
4. Tenant shall not burn any trash of any kind in the Shopping Center except in the incinerator, if any, which may from time to time be provided and operated by Landlord.
5. Tenant shall not use any media, such as loudspeakers, phonographs, radio or television which broadcast or are placed in a manner to be heard or seen in the Shopping Center outside the Premises.
6. Tenant shall not use any space in the Leased Premises for living quarters, whether temporary or permanent.
7. Except as otherwise specifically provided in the Lease, Tenant shall not keep inflammables, such as gasoline, kerosene, naphtha and benzine, or explosives, or any other articles of an intrinsically dangerous nature on the Premises.
8. Tenant shall store trash and garbage outside of the Leased Premises, at places and times and in containers as designated by Landlord.
9. Tenant shall not conduct auction, fire or bankruptcy sales in or about the Premises or anywhere in the Shopping Center.
10. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated therefor by Landlord.
11. Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.
12. In advertising or other publicity, Tenant shall use the name of the Shopping Center as the address of the business conducted on the Premises.
13. Tenant shall keep the Premises free and clear from rodents, bugs and vermin, and will at its sole cost and expense use exterminating services when reasonably requested by Landlord to do so.
14. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.



15. The outside areas immediately adjoining the Premises shall be kept clean by the Tenant, and the Tenant shall not place or permit any obstructions, merchandise or machines of any kind in such areas.

16. Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord.

17. Tenant shall, if: odors, excessive heat, moisture, smoke or other air contaminants, including, but not limited to those produced by food service facilities emanate from the leased premises, and where directed by the landlord, provide separate exhaust systems and "make-up air systems."

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LAW OFFICES

1025 OGDEN AVENUE
LISLE, ILLINOIS 60532
FAX: 630.852.4185

WILLIAM J. WONAIS, ESQ. 2nd FLOOR PHONE: 630.852.4125
SUITE 211

JW.REALTY.PARTNERSHIP@GMAIL.COM

JANUARY 16, 2023

TO: Yardfon Underwood yardfond@yahoo.com

Landlord revised lease terms for space# 115 as follows:

Initial Term: 3 years and 4 months
Three option terms each for 3 years.

Tenant takes space "AS-IS" "WHERE-IS" and makes all improvements. Landlord on the 1st day business is opened pays tenant \$50,000 (non-refundable)

RENT: First 120 days FREE RENT; - INITIAL TERM
1st year \$2600 a month plus utilities except landlord pays water/sewer
2nd year \$2700 a month "
3rd year \$2800 a month "

FIRST OPTION TERM:
1st year \$2900 a month "
2nd year \$3000 a month "
3rd year \$3100 a month "

SECOND OPTION TERM:
1st year \$3200 per month"
2nd year \$3300 per month"
3rd year \$3400 per month"

THIRD OPTION TERM:
1st year \$3500 per month"
2nd year \$3600 per month"
3rd year \$3700 per month"

Throughout the lease and option terms LANDLORD NOT TENANT pays RE TAXES, CAM AND INSURANCE ON ENTIRE STRIP MALL

Tenant can be an LLC or CORPORATION with personal guarantees

A SIGNED WRITTEN LEASE PREPARED BY LANDLORD IS REQUIRED FOR THERE TO BE A BINDING AGREEMENT.

William Wonais, landlord