 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6b
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Southern Cafe, Located at 1590 E. Main Street	
	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>The new owners of Southern Cafe, located at 1590 E Main Street, are 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 Southern Café, located at 1590 E Main Street, St. Charles.			



Memo

Date: 3/12/2024

To: Lora Vitek, Mayor-Liquor Commissioner

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

Re: Background Investigation-Southern Cafe/Class-B; 1590 E. Main Street

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

As is customary procedure, a detective was assigned this investigation and reviewed both the site location/floor plans and the corresponding application material.

It should be noted that this is an asset sale of the current business after the buildout/remodel of the former Gino's East within the Stone Creek Shopping Center. This is a Class B request.

Overall, the police department found nothing of a derogatory nature that would preclude either the site location or the applicants from moving forward with both liquors sales and on-site consumption, subject to City Council approval.

Thank you in advance for your consideration in this matter.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Darpan S. Patel/Pritesh M. Patel/Chirag R. Patel

BUSINESS: Southern Cafe

ADDRESS: 1590 E. Main St.

	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)	_____	X _____
POLICE RECORDS CHECK	_____	X _____
APPLICANT'S HOMETOWN RESIDENCY LETTER	_____	X _____
ILLINOIS LIQUOR COMMISSION	_____	X _____
SITE VISIT	_____	N/A _____

* COMMENTS: _____

INVESTIGATOR ASSIGNED: Detective Jacobo #374

SUPERVISOR REVIEW: Sgt. Vicicondi 368



Memo

Date: 3/14/2024
To: Chief Keegan #300 (via Chain of Command)
From: Detective Jacobo #374 *EV368*
Re: Liquor License Background Southern Café CPD Inc., DBA Southern Café

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. The investigation was done based on the application submitted for Class B-1 for the business, Southern Café CPD Inc., DBA Southern Café. This business is located at 1590 E. Main St.

Applicants/Owners:

Darpan Patel	Pritesh M. Patel	Chirag R. Patel
03/04/95	08/02/84	08/08/82
1420 Blume Dr.	1317 Seabury Cir.	1621 Crowfoot Cir N.
Elgin, IL 60124	Carol Stream, IL 60188	Hoffman Estates, IL 60169

Application

The application was received on 02/23/24. The application appears to be complete including, signed lease, Certificate of Insurance, floor plan, menu and business plan. Darpan has a valid BASSET Certification, which is included in the application.

On-Site Manager/Owner:

Darpan S. Patel
DOB: 03/04/95

On 03/05/24, I met with Darpan S. Patel, Pritesh M. Patel and Chirag R. Patel at the St. Charles Police Department where they signed waiver forms to allow me to conduct their background investigation. I was advised that all 3 are part owners of the business. Darpan will be on the on-site manager for Southern Café. Darpan advised that eventually they will be hiring a new manager for the restaurant. I was advised they decided to buy Southern Café from the previous owner and will be keeping the operation of restaurant the same.

Darpan has a current BASSET certification. I verified that Darpan's ILCC BASSET (5A-0110606) certification is valid with an expiration date of 01/25/27.

Darpan's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

Darpan provided his Certificate of Naturalization (No. 37125809), which is included with the application.

Applicant/Owner:

Pritesh M. Patel

DOB: 08/02/84

Pritesh resides at 1317 Seabury Cir. Carol Stream, IL and has resided at this residence for 20 years.

In regards to why are they taking over Southern Café, Pritesh explained the current owner is retiring and they saw a listing for the business that it was for sale. Darpan, Pritesh and Chirag decided to purchase the restaurant.

Pritesh advised that there is a liquor inventory at this time and it is being sold under the soon to be ex-owner's liquor license.

Pritesh stated that he has never had a liquor license in the past.

Pritesh stated that they are officially taking over ownership of the restaurant on 03/15/24.

Pritesh stated that they plan to continue to serve alcohol once this liquor license application is approved.

There are no renovations to be done on the restaurant.

The business currently has a total of 16 employees, and Darpan will be on the onsite manager.

A check with the Carol Stream Police Department revealed only one contact in which Pritesh filed a report for Identity Theft on 06/05/21.

A search of ICLEAR showed no contacts for Pritesh.

A search of our department's New World system and Kane County Aegis Link shows last contact in 2010 by Geneva PD on a traffic stop.

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

Pritesh's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

Pritesh provided his Certificate of Naturalization (No. 30549920), which is included with the application.

Applicant/Owner:

Chirag R. Patel

DOB: 08/08/82

Chirag R. Patel resides at 1621 Crowfoot Cir N. Hoffman Estates, IL 60169 and has resided at this residence for 4 years. Prior Chirag resided at 1235 Tyburn Dr. Schaumburg, IL from 07/2002-08/2020

In regards to why are they taking over Southern Café, Chirag explained the current owner is retiring and they saw a listing for the business that it was for sale. Darpan, Pritesh and Chirag decided to purchase the restaurant.

Chirag advised that there is a liquor inventory at this time and it is being sold under the soon to be ex-owner's liquor license.

Chirag stated that he has a current liquor license in Schaumburg, IL. The name of his business is Sportsman Cardinal located 1421 Schaumburg, Rd. Schaumburg, IL 60194.

Chirag stated that he has never had any liquor law violations.

Chirag stated that they are officially taking over ownership of the restaurant on 03/15/24.

Chirag stated that they plan to continue to serve alcohol once this liquor license application is approved.

There are no renovations to be done on the restaurant.

The business currently has a total of 16 employees, and Darpan will be on the onsite manager.

A check with the Hoffman Estates Police Department revealed no record for Chirag.

A check with the Schaumburg Police Department revealed no record for Chirag.

A search of our department's New World system and Kane County Aegis Link shows one contact by our department in 2019 for a vehicle accident report.

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

Chirag's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

Chirag provided his Certificate of Naturalization (No. 27365619), which is included with the application.

A check of the Illinois Liquor Control Commission showed a current active license for Southern Café and Sportsman Cardinal Wine & Spirits.

A business entity search was completed and found an active license for Southern Café CPD Inc. Along with BHAVANI1421 INC.

A check with the Schaumburg Police Department revealed no record for Chirag. However, I am still awaiting a response from Schaumburg concerning any contact/past issues with Chirag's liquor license.

I will complete an addendum to this investigation once it is received.

This concludes this background investigation.


Detective J. Jacobo #374

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



Incomplete applications will not be accepted.

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

Business Name

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 checked="" 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 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

Signature of Investigating Officer

Badge Number & Rank

Approval Recommended* Approval NOT Recommended

Signature of Chief of Police

Date

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



Receipt

Date: February 22, 2024

Payment Method	Check No.	Received From
Check	1888	Southern Cafe

Notes:

Class B liquor license application fee and fingerprint fee for Southern Cafe.

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	\$ -
1	\$50.00	Fingerprint Fee (\$50 per person)	100999-46299	\$ 50.00
		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				\$ 250.00

Thank you for your business!

LICENSE INFORMATION:
 A Package \$3200-3600 **A1** **A2** **A4** **A5** **A6**
 B Restaurant \$2400-3600 **B1** **B2** **B3**
 Late Night Permit 1:00am \$800 (B/C only)

 C Tavern \$2400-3600 **C1** **C2** **C1**
 Late Night Permit 2:00am \$2300 (B/C only)

 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies **D-Type** _____

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

*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.

*Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)

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

2. Business Name:

The Southern Cafe

3. Business Address:

1590 E. Main* st st. Charles, IL, 60174

 4. Type of Business
(5.08.070-3):

Restaurant

 5. Length of Time in this
Business (5.08.070-4):

 6. Value of merchandise that normally will be in inventory when in
operation (5.08.070-5): \$5000

7. Business Phone:

630-945-3437

8. Business E-mail:

southerncafe2@gmail.com

9. Business Website:

thesoutherncafe.com

10. Illinois Tax ID Number:

93-4162273

11. Applicant/Contact Person Name:

Darpan Patel

12. Title:

Secretary

13. Email:

darpanpatel95@gmail.com

18. If Corporation, Corporation Name:

Southerncafe CPD INC.

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

 1317 Seabury Cir.
Carol Stream, IL 60188
ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION

Full Name, include middle initial: Pritesh M Patel Title: president

Full Name, include middle initial: Chirag R Patel

Title: Treasurer

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address, and all addresses for the last 10 years:

Email Address:

BUSINESS ESTABLISHMENT LOCATION INFORMATION

1. Exact Street Address for liquor license:

1590 E. Main St.
St. Charles IL 60174

2. # Parking

Spaces: 35

3. Outside Dining s.f.

[17.20.020-R]: 300

4. Total Building s.f.:

4400

5. Total # Seats: 160

6. Live Entertainment Area s.f. [5.08.010-H]:

—

7. Brief Business Plan description based on type of establishment listed above (5.08.070-6):

- Existing breakfast restaurant

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:
 - 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. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? Yes No
 Is any individual a naturalized citizen? Yes No
 If yes, print name(s), date(s), and place(s) of naturalization:
Darpan Patel

2. Is the premises owned or leased (5.08.070-6A)? Owned Leased

3. If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):

Name of Building Owner: DLJ stone creek LLC **Phone Number:**
636-464-9009
Address of Building Owner: 3494 Jeffco Blvd **E-mail Address:**
djones@fortune-fin.com
 Arnold, MO, 63010

Mailing Address of Building Owner (if different):

Name of Building Owner: **Phone Number:**
Address of Building Owner: **E-mail Address:**
Mailing Address of Building Owner (if different):

Name of Building Owner: **Phone Number:**
Address of Building Owner: **E-mail Address:**
Mailing Address of Building Owner (if different):

4. Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? Yes No
 If yes, please list the business name(s) and address(es):

5. Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?
 Yes No
If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)

6. Are any improvements planned for the building and/or site that will require a building permit? Yes No
 If yes, has a building permit been applied for? Yes No Date of permit application _____

7. Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? Yes No
 If yes, what was the disposition of the application? Explain as necessary:

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): 09/07/2023</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): Darpan S Patel Birthdate: 03/04/1995
 Home Street Address, Incl City, State, Zip: 1420 Blume Drive, Elgin, IL 60124
 Date of Course: 01/25/2024 Place Course was Taken: American safety council Certificate Granted? Y/N Expiration: 01/25/2027

Name (First, Middle, Last): Birthdate:
 Home Street Address, Incl City, State, Zip:
 Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

Name (First, Middle, Last): Birthdate:
 Home Street Address, Incl City, State, Zip:
 Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

Name (First, Middle, Last): Birthdate:
 Home Street Address, Incl City, State, Zip:
 Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

NEW MANAGEMENT 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: The Southern Cafe

SIGNATURES

D. Spate

Applicant's Signature

Subscribed and sworn before me this 21st day of February, 2024

(Seal)



Kelly K Ranck
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

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



DLJ Properties, Inc.
COMMERCIAL REAL ESTATE SERVICES

DANIEL L. JONES, PRESIDENT
djones@fortunefincorp.com

COMMERCIAL LEASE

**ARTICLE 1
LEASE INFORMATION**

Date of Lease: January 2, 2024

Landlord: DLJ Stone Creek, LLC, a Missouri limited liability company

Landlord's Address: 3494 Jeffco Blvd.; Arnold, MO 63010

Tenant: Southerncafe CPD, Inc., an Illinois corporation

Tenant's Address: 1590 East Main Street; St. Charles, IL 60174

Leased Property: Approximately 4,400 rentable square feet known as 1590 East Main Street in the Tin Cup Pass Retail Buildings (the "Complex") in the City of St. Charles, County of Kane, State of Illinois, together with the real property upon which it is situated, including all facilities and improvements thereon.

Term: Ten (10) Years

Commencement Date: Closing Date of Sale of The Southern Cafe

Termination Date: February 28, 2034

Base Rent:

Year 1	Rent psf - \$18.73	Annual - \$82,412.00	Monthly - \$6,867.67
Year 2	Rent psf - \$19.10	Annual - \$84,040.00	Monthly - \$7,003.33
Year 3	Rent psf - \$19.48	Annual - \$85,712.00	Monthly - \$7,142.67
Year 4	Rent psf - \$19.87	Annual - \$87,428.00	Monthly - \$7,285.67
Year 5	Rent psf - \$20.27	Annual - \$89,188.00	Monthly - \$7,432.33
Year 6	Rent psf - \$20.68	Annual - \$90,992.00	Monthly - \$7,582.67
Year 7	Rent psf - \$21.09	Annual - \$92,796.00	Monthly - \$7,733.00
Year 8	Rent psf - \$21.51	Annual - \$94,644.00	Monthly - \$7,887.00
Year 9	Rent psf - \$21.94	Annual - \$96,536.00	Monthly - \$8,044.67
Year 10	Rent psf - \$22.38	Annual - \$98,472.00	Monthly - \$8,206.00

Tenant's Proportionate Share: 14.26% of the total CAM and Real Estate Taxes for the Complex (total of 30,851 square feet) and 100% of any CAM related specifically and exclusively to the Tenant. As of the date of this lease the current CAM and Real Estate Taxes per month are approximately \$2,101.00 and shall be paid monthly in addition to base rent. Annual changes to CAM and Real Estate Tax charges can change annually after the year end Landlord reconciliation.

Tenant Improvements: None.

Option to Renew: Landlord shall grant Tenant the option to renew this lease for three (3) additional consecutive terms of five (5) years each as specified in Article 5.

Security Deposit: \$5,867.00 credited to Southerncafe CPD, Inc. by transfer on business closing statements.

Real Estate Brokers: None for Landlord.

Exhibits to Lease: All Exhibits to this Lease are by this reference made a part hereof as though set out in full herein.

Exhibit A - Leased Property Rules

Exhibit B - Exclusives

Exhibit C - Guaranty

ARTICLE 2

PREMISES

In consideration of the covenants, terms, conditions, rent, and agreements set forth in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Property described in Article 1.

ARTICLE 3

USE AND PARKING

The Leased Property shall be used and occupied by the Tenant for the use of a breakfast and lunch restaurant that is open to the public and for no other purposes whatsoever; provided, however, that the Tenant shall not use or occupy the Leased Property for any unlawful business use or purpose. Tenant and its employees, customers, and licensees shall have the nonexclusive right to use, in common with other tenants in the Building, the Leased Property, and the building complex owned by Landlord and commonly known as 1544-1590 East Main Street; St. Charles, IL 60174 (the "Complex"), and subject to the Leased Property Rules, the common areas in the Complex, including common parking areas, if any (exclusive of the parking or truck loading areas designated or to be designated by Landlord for the exclusive use of other tenants in the Complex), driveways and alleys adjacent to the Building.

ARTICLE 4

TERM

The term of this Lease shall be for the period described in Article 1 (the "Term"). Tenant and Landlord agree the commencement date shall be as noted in Article 1. Subject to the availability of the Leased Property, the Tenant shall have the right prior to the commencement date to enter upon the Leased Property at reasonable times for the purpose of preparing the Leased Property for its intended use. If by mutual consent of the parties Tenant takes possession of the Leased Property prior to the commencement date (other than pursuant to the previous sentence), then during such pre-term period, Tenant shall pay rent as herein established on a pro rata basis and such occupancy shall be under all of the terms and conditions of the Lease, but in such event the expiration date as set forth above shall remain the same. If the Leased Property is not ready for Tenant's occupancy on the Commencement Date, Tenant's obligation to pay rent shall not commence until the date the Tenant takes possession of the Leased Property and the rent shall abate pro rata for the month in which the Commencement Date occurs. If the Commencement Date is a date other than as set forth in Article I, Landlord and Tenant shall execute and deliver to one another a written statement specifying the Commencement Date.

ARTICLE 5

OPTION TO RENEW

So long as Tenant is not in default of its obligations under this Lease, Tenant is hereby granted the option to extend the Term with respect to the Premises for three (3) additional consecutive terms of five (5) years each, which if timely exercised shall extend the Termination Date accordingly. Tenant to give Landlord at least one hundred eighty (180) days' notice prior to the end of the current Term of its desire to exercise the next option. Landlord and Tenant to agree on rental rates and terms at that time for each option exercised.

ARTICLE 6

RENT AND OTHER CHARGES

The Tenant shall pay to the Landlord the monthly Base Rent described in Article 1 in lawful money of the United States in advance and without demand on the first day of each month throughout the Term. However, if the

commencement date occurs on a date other than the first day of a calendar month, the monthly Base Rent for the partial calendar month during which the commencement date occurs shall be prorated, based on a thirty (30) day month, and due and payable on the commencement date. In addition to the monthly Base Rent, the Tenant shall pay to the Landlord all charges for any services, goods, or materials furnished by Landlord at Tenant's written request, which are not required to be furnished by Landlord under this Lease, within thirty (30) days after the Landlord renders a statement therefor to Tenant. Subject to any applicable cure or grace periods, all sums hereunder are payable without deduction, abatement, or setoff of any nature whatsoever, at the office of the Landlord, at the address set forth in Article 1, or at such other place as the Landlord may from time to time designate in writing. All past due obligations of the Tenant shall bear interest at the Prime Rate, as published in The Wall Street Journal, plus two (2) percent or, if such rate be unlawful, at the highest lawful rate.

The Tenant shall further pay to Landlord, as additional rent, Tenant's Proportionate Share of Landlord's "Common Area Maintenance Costs" or "CAM" (as hereinafter defined) with respect to the Complex of which the Leased Property forms a part. Such CAM shall be paid monthly and adjusted for reasonable increases or decreases annually. CAM as used herein shall mean and include all operating costs and expenses of every kind, type, or nature paid or incurred by Landlord with respect to the Complex (exclusive of charges and expenses that are the responsibility of Tenant pursuant to this Lease or of other tenants in the Complex pursuant to their respective leases). By way of example and not limitation, such operating costs and expenses include all: (i) repair and maintenance expenses of Landlord including snow removal, the cutting of grass, and extermination costs; (ii) wages and salaries of all janitorial and maintenance employees engaged in the operation and maintenance of the Complex, including all taxes, insurance and benefits relating thereto; (iii) all supplies and materials used in the operation and maintenance of the Complex; (iv) cost of all maintenance and service agreements; (v) cost of water, trash removal, sewer services, storm water detention structures, electric, gas, power, heating, lighting, ventilating, air-conditioning and other utilities servicing the common areas of the Complex; (vi) cost of repairs, maintenance and upkeep of the landscaping, grounds, walkways, controls, fire protection sprinklers, underground lawn sprinkler systems, and parking areas of the Complex, including reasonable reserves for all such maintenance and upkeep; (vii) Complex management fees, if any; (viii) personal property taxes assessed against property owned by Landlord and used in the maintenance and operation of the Complex; (ix) the reasonable cost of all accounting, legal and other professional fees, including contingent fees, expenses and costs incurred by Landlord in protesting any assessments, levies, or tax rates (Tenant acknowledges that any limitations on CAM herein shall not apply to any legal or other professional fees incurred by Landlord in connection with Landlord's enforcement of any obligations or responsibilities of Tenant under this Lease); (x) cost of property insurance, (xi) cost of any fire alarm service and support agreement; and (xii) cost, as reasonably amortized by the Landlord (with interest at the rate per annum equal to the generally prevailing prime rate as published daily in The Wall Street Journal on the date of installation of the capital improvement) of any capital improvement made after the date of this Lease which reduces other operating costs and expenses, but in an amount not to exceed such reduction for the relevant year, or of any capital improvement required by government authority. CAM shall not include (i) any costs for which Landlord has been or is entitled to be paid or reimbursed by Tenant or any other tenant in the Complex or any third party; (ii) brokerage fees or commissions; or (iii) any taxes assessed against Landlord's business.

Tenant agrees to pay monthly installments on the first day of each month (to be credited toward the satisfaction of Tenant's CAM obligations herein) amounts reasonably estimated by Landlord from time to time. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total amount of CAM incurred during such calendar year, the amount of Tenant's Proportionate Share thereof and the total payments made by Tenant during such calendar year with respect thereto. If the amount of Tenant's Proportionate Share of the CAM for any such year exceeds the payments on account thereof made by Tenant, then Tenant shall pay the deficiency to Landlord within thirty (30) days after the receipt of such statement. If Tenant's Proportionate Share for such year is less than the payments on account thereof made by Tenant, then Landlord shall apply such excess on any amounts next falling due under this Lease. The obligation of the Tenant with respect to the payment of additional rent shall survive the expiration or termination of this Lease. Tenant and Landlord agree that Tenant's Proportionate Share shall be as defined in Article I and Tenant's Proportionate Share shall not hereafter be recalculated unless there is a change hereafter in the actual size of the Leased Property or the rentable area of the Complex. Nothing contained in this Section shall be construed as requiring Landlord to perform any services or make any expenditure with respect to the Complex or the Leased Property unless affirmatively and expressly provided elsewhere in this Lease.

ARTICLE 7 **TAXES**

(a) **Payment of Taxes.** Tenant shall pay to Landlord monthly installments on the first day of each month (to be credited toward satisfaction of Tenant's tax obligations herein) amounts reasonably estimated by Landlord from time to time to be Tenant's Proportionate Share of Real Property Taxes. Tenant's tax obligations herein shall include any and all Real Property Taxes now or hereafter applicable to the Leased Property and applicable to the Complex (limited to Tenant's Proportionate Share) during the Term but excluding federal or state income taxes on income earned

by Landlord from Landlord's ownership of the Leased Property. If any Real Property Taxes to be paid by Tenant shall cover any period of time prior to or after the expiration or earlier termination of the Term hereof, such Real Property Taxes shall be equitably prorated to cover only the period of time within the tax fiscal year this Lease is in effect. If Tenant shall fail to pay any taxes required by this Lease to be paid by Tenant, Landlord shall have the right to pay the same, and Tenant shall reimburse Landlord therefor upon demand. Tenant and Landlord shall each have the right to contest the validity and/or amount of any Real Property Taxes. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total amount of taxes incurred during such calendar year, the amount of taxes attributed to the Leased Property and the amount of Tenant's Proportionate Share taxes on the Complex and the total payments made by Tenant during such calendar year with respect thereto. If the amount of the taxes for any such year exceeds the payments on account thereof made by Tenant, then Tenant shall pay the deficiency to Landlord within thirty (30) days after the receipt of such statement. If the taxes for such year is less than the payments on account thereof made by Tenant, then Landlord shall apply such excess on any amounts next falling due under this Lease. The obligation of the Tenant with respect to the payment of taxes herein as additional rent shall survive the expiration or termination of this Lease. Tenant shall pay directly to any taxing authority all of Tenant's Personal Property Taxes.

(b) **"Real Property Taxes"** shall mean and include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (or payments in lieu of any of the foregoing) imposed upon the Leased Property or the Complex by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, levied against any legal or equitable interest of Landlord or Tenant in the Leased Property or in the real property of which the Leased Property are a part. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Law taking effect, during the Term, including, but not limited to, any change in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, whether or not contemplated by the Parties.

(c) **Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's trade fixtures, furnishings, equipment, and all personal property of Tenant contained in the Leased Property subject, however, to Tenant's right to contest the amount and/or validity thereof.

ARTICLE 8

MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS

(a) **Maintenance.** Subject to the Landlord's repair and maintenance obligations set forth herein, Tenant shall, at Tenant's sole cost and expense and at all times, maintain and keep the Leased Property and every part thereof in good order, condition, and repair (including janitorial and lightbulbs). Tenant, in keeping the Leased Property in good order, condition and repair, shall exercise and perform good maintenance practices and shall at all times comply with all health and sanitary rules and regulations. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Leased Property and all improvements thereon or constituting a part thereof in good order, condition, and state of repair, and in as good condition as at the beginning of the Term, reasonable wear and tear excepted.

Tenant will be responsible for routine, normal preventative maintenance of the HVAC system servicing the Leased Property on a semi-annual basis. Tenant shall use a professional and reputable HVAC company to perform the preventative maintenance.

Tenant will also be responsible for any repair of the HVAC system (separate from the above semi-annual maintenance) servicing the Leased Property up to \$1,000.00 per occurrence and Landlord will be responsible for any amount above \$1,000.00 per occurrence subject to Landlords' review and approval of documentation of such maintenance and repairs.

Notwithstanding anything contained herein to the contrary, Landlord shall, at its sole cost and expense, maintain and keep in good order, condition and repair: (i) the structural soundness of the Building, including but not limited to, its roof, foundation, and exterior walls (including windows, plate glass, doors or doors frames); (ii) the HVAC system servicing the Building and/or Leased Property subject to the above semi-annual maintenance and dollar limitation; (iii) all plumbing and sanitary sewer systems servicing the Building; (iv) the electrical systems servicing the Building; and (v) any and all other parts of the Leased Premises and the Building other than Tenant's trade fixtures, business equipment and personal property located in the Leased Premises. Landlord shall, as part of the CAM, maintain and keep in good order, condition and repair the equipment and areas located outside of the Leased Property including but not limited to grass, landscaping, driveways, exterior drainage and sewer lines, parking lots, fences,

sidewalks and parkways, and shall be responsible for the removal and treatment of snow and ice and other hazardous situations occurring or existing in such areas, and the disposal of trash.

(b) **Repair/Reconstruction.** Except as caused by Landlord or any of its employees, agents, or representatives, if any damage or destruction shall occur to the Leased Property for which Tenant is responsible and which, in Landlord's reasonable judgment, interferes with Tenant's use of the Leased Property for the purposes for which they have been let to Tenant, and this Lease has not otherwise been terminated, Tenant shall repair the Leased Property to restore same to its condition immediately prior to such damage.

(c) **Tenant's Obligations.** Tenant shall promptly pay, when due, the cost of all maintenance, repairs, and improvements for which it is responsible. Upon completion of such work, Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits, and full and final waivers of all liens for labor, services, or materials. Tenant shall indemnify, defend, and hold harmless Landlord and the Building from all costs, damages and liens and expenses related to such work. In connection with such work, Tenant shall never be deemed an agent of Landlord. All work done by Tenant or Tenant's contractors shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all applicable laws, statutes, ordinances, rules, regulations, permits, licenses, and insurance requirements. Any improvements or alterations to the Leased Property shall (without compensation to Tenant) become Landlord's property at the termination of the Term, and shall be relinquished to Landlord in good condition, ordinary wear excepted.

(d) **Landlord's Obligations.** Except as otherwise expressly provided herein, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Leased Property, the improvements located or to be located thereon, or the equipment therein. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Leased Property. Tenant and Landlord expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to any maintenance, repairs, or replacements to the Leased Property.

ARTICLE 9 INSURANCE

(a) **Payment for Insurance.** Tenant shall pay for any and all insurance required under this paragraph or applicable law or otherwise obtained or maintained by Tenant. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured. If Tenant fails to obtain or maintain any insurance policy required by this Lease or applicable law, Landlord shall have the right to obtain or maintain the same and Tenant shall reimburse Landlord therefor upon demand. Prior to Landlord obtaining or maintaining insurance on behalf of Tenant, it shall first receive proposals (including premiums) from at least three nationally known insurance carriers and shall choose the insurance policy with the lowest annual insurance premium.

(b) **Liability Insurance.** Tenant shall obtain and keep in force during the Term a commercial general liability insurance policy respecting the Leased Property in an amount not less than \$1,000,000.00 and naming Landlord as an additional insured thereunder. In addition, Landlord shall obtain and maintain, with respect to the Leased Property and the common areas, including the parking lots and sidewalks, for the duration of the Term, a commercial general liability insurance policy in an amount not less than \$1,000,000.00 and naming Tenant as an additional insured thereunder.

(c) **Property Insurance**

(i) **Building and Improvements.** Tenant shall pay for, as included in CAM, Tenant's Proportionate Share of the costs of Landlord's property insurance.

(ii) **Tenant's Personal Property Insurance.** Tenant shall either obtain a separate policy or by endorsement to a policy already carried, maintain insurance coverage on all of Tenant's personal property in, on, or about the Leased Property. The proceeds from any such insurance shall be used by Tenant for the replacement of Tenant's personal property.

ARTICLE 10
UTILITIES

Tenant shall pay for all sewer, electricity, water, gas, heat, light, power, telephone, supplies, janitorial (including lightbulbs), and any and all other utilities and services now or hereafter supplied or to be supplied to the Leased Property, together with any taxes thereon. Tenant shall make such payments directly for all utilities and other services separately metered and shall pay upon receipt of invoice from Landlord for all utilities and other services that are not separately metered.

ARTICLE 11
INDEMNIFICATION

Tenant shall, at all times during the Term hereof, protect, indemnify and save harmless Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, contests and expenses (including, without limitation, all reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against, Landlord and not covered by insurance, and which result from Tenant's exercise and satisfaction of, or failure to exercise and/or satisfy its duties and obligations under this Lease or otherwise with respect to Tenant's operations at the Leased Property, or any negligent act or omission on the part of Tenant resulting in (a) a death or injury, (b) a loss of or damage to any equipment or property within the Leased Property, and against any breach of any term, covenant or condition of this Lease by Tenant, (c) damages, losses and expenses relating to any metropolitan or other sewer district charges and fees, tax liens, mechanic's and suppliers liens including by way of example and not limitation, interest, penalties, costs, and attorneys' fees, and (d) violations of any laws, ordinances, or regulation with respect to the construction, use, operation, maintenance, alteration or improvement of the Leased Property, including by way of example and not limitation, all damages, losses, costs and expenses, fines and penalties.

Landlord shall, at all times during the Term hereof, protect, indemnify and save harmless Tenant from and against all liabilities, obligations, claims, damages, penalties, causes of action, contests and expenses (including, without limitation, all reasonable attorney's fees and expenses) imposed upon, incurred by, or asserted against, Tenant and not covered by insurance, and which result from Landlord's exercise and satisfaction of, or failure to exercise and/or satisfy, its duties and obligations under this Lease or otherwise with respect to the Leased Property or the Complex, or any negligent act or omission on the part of Landlord resulting in (a) a death or injury, (b) a loss of or damage to any equipment or property within the Leased Property, and against any breach of any term, covenant or condition of this Lease by Landlord, (c) damages, losses and expenses relating to any metropolitan or other sewer district charges and fees, tax liens, mechanics' and suppliers' liens including by way of example and not limitation, interest, penalties, costs and attorneys' fees, and (d) violations of any laws, ordinances, or regulation with respect to the construction, use, operation, maintenance, alteration or improvement of the Leased Property or the Complex, including by way of example and not limitation, all damages, losses, costs and expenses, fines and penalties.

ARTICLE 12
SURRENDER UPON TERMINATION

Upon any termination of this Lease, the Tenant shall surrender the Leased Property broom clean and in as good condition as it was at the beginning of the Term, reasonable use and wear excepted. Tenant shall also surrender to Landlord all keys to the Leased Property and Building. Prior to the expiration of the Term, the Tenant shall remove all of Tenant's personal property. Tenant shall repair any damage occasioned by the removal of Tenant's furnishings, equipment, and alterations. If Tenant fails to remove Tenant's personal property or fails to leave the Leased Property in the condition described above, Landlord may remove such personal property and restore the Leased Property and charge Tenant for the actual cost of such removal and restoration. When Landlord is satisfied that all conditions of surrender have been met, then Landlord will refund Security Deposit, if any, to Tenant. If Landlord is not satisfied that all conditions of surrender have been met, then Landlord has the right to use any or all of the Security Deposit to restore the Premises to a satisfactory condition.

ARTICLE 13
DEFAULT AND LANDLORD'S REMEDIES

(a) If Tenant shall default in the payment of any installment of the Rent or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for ten (10) days after receipt of written notice to Tenant, or if Tenant shall default in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe or perform and such default shall continue for thirty (30) days after written notice to Tenant (except that if such default cannot, with due diligence, be cured within thirty (30)

days, then said 30-day period shall be extended for such period as may be necessary to cure such default with due diligence, provided that Tenant begins to cure such default within such period and pursues such cure at all times with due diligence), or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days following the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not be dismissed within sixty (60) days from the date of appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant's Chief Executive or Chief Financial Officer shall admit in writing Tenant's inability to meet Tenant's debts as they mature, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at Landlord's option may, without notice or demand of any kind to Tenant or any other person, exercise one or more of the following described remedies, subject to Landlord exercising commercially reasonable efforts to mitigate any damages to it under this Lease, in addition to all other rights and remedies provided at law or in equity; provided that in any event, Landlord shall be entitled to recover all reasonable attorney's fees incurred by Landlord as a result of Tenant's default and Landlord shall (in the event of a bankruptcy by Tenant) be entitled to withdraw any remaining Security Deposit:

(i) Landlord may terminate this Lease and the estate created hereby, in which event Landlord may forthwith repossess the Leased Property and may be entitled to recover forthwith, in addition to any other sums or damages for which Tenant may be liable to Landlord as damages, an amount, if any, equal to the Rent which would have been payable during any period of rent-free occupancy provided to Tenant by this Lease, together with a sum of money equal to the Rent provided to be paid by Tenant for the balance of the term. If Landlord enters into a new lease for the Leased Premises which new lease begins prior to the Termination Date of this Lease, then Tenant's obligation to pay Rent for the balance of the Term shall be prorated such that Tenant shall be obligated to pay Rent only for that period of time that the Leased Premises remains unoccupied.

(ii) Landlord may terminate Tenant's right of possession and may repossess the Leased Property by forcible entry or unlawful detainer suit, by taking peaceful possession or otherwise without terminating this Lease, in which event Landlord may relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Leased Property. If Landlord shall fail to relet the Leased Property, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the then-existing Term. If the Leased Property is relet and a sufficient sum shall not be realized from such reletting after paying all of the reasonable costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting to satisfy the Rent provided for in this Lease and the amounts recoverable by Landlord from Tenant pursuant to Subparagraph (a) of this paragraph, Tenant shall satisfy and pay the same upon demand therefor from time to time. Landlord may file suit to recover any sums falling due from time to time and no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(iii) No waiver of any default by Tenant shall be implied from any omission by Landlord to take any action on account of said default if such default persists or shall be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. The provisions of this section shall survive any termination of this Lease, unless the parties otherwise agree in writing.

(b) If Tenant shall fail to make any payment required under Articles 6, 7, 8, 9 or 10, Landlord may, at Landlord's option, pay such amounts as are due for taxes, maintenance, repairs, insurance or utilities, and Tenant shall reimburse Landlord for all such amounts, plus interest at the Prime Rate, as published in the Wall Street Journal, plus two (2) percent or, if such rate be unlawful, at the highest rate allowed by law.

ARTICLE 14 **RIGHT OF ENTRY**

Landlord and Landlord's agents shall have the right to enter the Leased Property at any time, in the case of an emergency, and otherwise upon reasonable prior notice and during Tenant's business hours for the purpose of

inspecting the Leased Property or part thereof, as may be reasonably necessary to verify that Tenant is fulfilling Tenant's obligations under this Lease, performing any work which the Landlord elects to undertake for the safety, preservation, benefit or welfare of the Building and to cure any defaults by Tenant hereunder which Tenant shall have failed to cure after written notice thereof from Landlord and the expiration of any applicable cure periods hereunder. During the last six (6) months of the Lease term, the Landlord and Landlord's representatives may enter the Leased Property at any reasonable time after reasonable prior notice for the purpose of exhibiting the Leased Property to prospective tenants.

ARTICLE 15 CONDEMNATION

If all of the Leased Property is taken by condemnation, this Lease shall terminate on the date when the Leased Property shall be so taken, and the rent shall be apportioned as of that date. If part of the Building or Leased Property is taken by condemnation and the Building or Leased Property is thereby rendered not reasonably suitable for the continued conduct of Landlord's or Tenant's business, taking into consideration the nature, size and scope of such business immediately prior to the taking, then either party may elect by giving written notice to the other, to terminate this Lease, and in the event of such termination, all charges and rentals shall be apportioned as of the date of taking. No part of any award shall belong to the Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from pursuing any claim directly against the condemning authority for loss of business, depreciation to, damage to, or cost of removal of, or for the value of trade fixtures, furniture, business equipment or other personal property belonging to Tenant.

ARTICLE 16 ASSIGNMENTS AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the Leased Property or any part thereof to be used by others, without the prior written consent of Landlord in each instance which consent shall not be unreasonably withheld, and any attempt to do any of the foregoing without Landlord's consent shall be void. The sub-lease or assignment in no way mitigates Tenant's responsibilities of the lease terms incorporated herein. Notwithstanding anything contained herein to the contrary, Tenant may at any time request that the Lease be assigned in connection with the proposed or pending sale of substantially all of the Tenant's business assets, in which case the Tenant will be released from all liabilities under the lease after the effective date of the lease assignment. Landlord shall have discretion in approving or disapproving a proposed assignee and will have discretion on whether to assign this existing lease or enter into a new Lease with assignee. In the case of a business sale, Landlord and Tenant will enter into any applicable Termination Agreement as needed.

ARTICLE 17 LIABILITY

Except as otherwise provided by this Lease or except where caused solely by Landlord's (or any of its employees', agents' or representatives') negligence or intentional misconduct, the Landlord shall not be responsible or liable to the Tenant for any injury or damage resulting from acts or omissions of persons occupying property adjoining the Leased Property or any part of the Building of which the Leased Property is a part, or for any injury or damage resulting to the Tenant or Tenant's property from bursting, stoppage, or leaking of water, gas, electricity, sewer or steam pipes or from damage occasioned by water, snow, or ice being upon any sidewalk or any entranceway or being or coming through the roof, skylight, trap door or any opening in the Building or the Leased Property, or for loss resulting from theft, or mysterious disappearance, or any interference with light or air.

Except as otherwise provided in this Lease, Tenant hereby releases, discharges and agrees to defend, indemnify, protect and save harmless Landlord of and from any and all claims, demands, and liabilities for any loss, damage, injury or casualty whether it be that of either of the parties hereto or of third persons, caused by, growing out of, or happening in connection with Tenant's use or occupancy of the Leased Property or Tenant's use of any equipment, facility or property in or adjacent to the Building.

ARTICLE 18
AUTHORIZATION

Each individual executing this Lease on behalf of a corporation, partnership, limited liability company, or trust represents and warrants that he or she has full power and authority to execute this Lease on behalf of such entity, and that this Lease constitutes the valid and binding obligation of such entity enforceable in accordance with its terms.

ARTICLE 19
AMERICANS WITH DISABILITIES ACT

Tenant shall be responsible for compliance with the requirements of the Americans With Disabilities Act (the "ADA") with respect to the Leased Property, and the use and occupancy of the Leased Property by Tenant, and agrees to hold Landlord harmless with respect to failure by Tenant to fulfill Tenant's obligations under the ADA with respect to the occupancy and use of the Leased Property. Landlord represents that it has no knowledge of any violations of the ADA with respect to the Leased Property. Landlord shall be responsible for compliance with the requirements of the ADA with respect to the Complex (other than with respect to the Leased Property), and the use and occupancy of the Complex (other than the Leased Property) and agrees to hold Tenant harmless with respect to failure by Landlord to fulfill Landlord's obligations under the ADA with respect to the occupancy and use of the Complex (other than the Leased Property).

ARTICLE 20
HAZARDOUS MATERIALS

The Building was constructed in compliance with the codes and regulations in effect at the time of construction. Landlord agrees to comply with all applicable laws and regulations relating to hazardous materials associated with the Building structure and common areas. The foregoing does not relate to compliance with laws or regulations which are applicable to the use or occupancy of premises in the Building by individual tenants or the conduct of such tenant's business in those premises and compliance with those laws and regulations shall be the sole responsibility of the individual tenants. As of the date of this Lease, to the best of Landlord's knowledge, the Leased Property contain no asbestos, and Landlord has received no notice with respect to the Building from any governmental agency of any violation of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Resource Conservation and Recovery Act ("RCRA") or any similar law or regulations in the State in which the Property is located.

ARTICLE 21
GENERAL PROVISIONS

21.1. **Notices.** Any notice under this Lease shall be in writing and shall be deemed to be duly given only when delivered personally or mailed by certified mail, return-receipt requested, addressed to the Landlord at the Landlord's notice address, to the Tenant at the Tenant's notice address, or to Guarantor at Guarantor's notice address.

21.2. **Restrictions of Use.** The Tenant shall not allow, permit or suffer any noise, smoke or odor to escape from the Leased Property in a manner in which will constitute a public or private nuisance, or keep open any exterior or corridor door thereto, or permit any portion of the Leased Property visible from the exterior thereof to become unsightly or in disrepair, or permit any unsafe or hazardous condition to exist in the Leased Property.

21.3. **Leased Property Rules and Regulations.** The Landlord shall, from time to time, have the right to make, establish and promulgate reasonable rules and regulations for the Leased Property, and the occupants and tenants thereof, and the Tenant shall observe, keep and comply with such rules and regulations, provided that such rules are provided to Tenant prior to their effective dates. Current Leased Property Rules are attached hereto as Exhibit A and by this reference made a part hereof.

21.4. **Tenant's Damages.** In no event shall Landlord be liable to Tenant for consequential or incidental damages arising out of or relating to this Lease.

21.5. **Landlord's Title.** Landlord's title is and shall always be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

21.6. **Quiet Enjoyment.** Subject to the provisions of this Lease, Landlord covenants that Tenant, on paying the Rent and performing the covenants of this Lease on Tenant's part to be performed, shall and may peaceably and quietly have, hold, and enjoy the Leased Property for the Term.

21.7. **Subordination.** This Lease is subject, junior and subordinate to all present or future financial encumbrances on the Building or the Leased Property and to all modifications, supplements, extensions, renewals and replacements thereof and to all advances made or hereafter to be made on the security thereof as fully as if such instruments had been executed, delivered and recorded prior to the Lease. Such subordination shall be self-executing without further act on the part of Landlord or Tenant; provided, however, that Tenant shall at any time hereafter, at the request of Landlord or any lienholder, execute any instruments that may be required by any lienholder for the purpose of confirming such subordination. If within thirty (30) days after receipt of a written request therefore, Tenant fails to execute and deliver to Landlord the instrument confirming the subordination, then Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument.

21.8. **Attornment.** In the event of any foreclosure of, or in the event of any exercise of the power of sale under any mortgage and/or deed of trust made by Landlord covering the Leased Property, Tenant shall attorn to and recognize such successor in interest as the Landlord under this Lease; provided, however that such successor may, at its sole option, accept or reject such attornment within two business days after such event by providing written notice thereof to Tenant. Upon acceptance by the successor in interest, such attornment shall be self-executing without further act on the part of Tenant; provided, however, that Tenant shall at any time hereafter, at the request of Landlord or any lienholder, execute any instruments that may be required to confirm such attornment.

21.9. **Successors and Assigns.** The covenants, conditions and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and subtenants as may be permitted hereunder. In the event of the sale of the Leased Property or transfer by Landlord of all of Landlord's interest in the Leased Property, Landlord shall be and hereby is entirely free and relieved of all covenants and obligations of Landlord hereunder.

21.10. **Lender Approval.** This Lease and all terms contained herein are made subject to and conditional upon Landlord's lender's approval, which shall be requested forthwith. Landlord shall use reasonable best efforts to obtain its lender's consent prior to the Commencement Date and shall provide evidence of such consent to Tenant upon its receipt. Tenant agrees to provide such financial information as may be reasonably required by Landlord or Landlord's lender to enable Landlord's lender to render such approval. Each of Landlord and Landlord's lender shall hold such information of Tenant's in confidence, and shall not disclose, any such information to any party without Tenant's prior written consent (except as may be required under law).

21.11. **Interpretation of Words.** All words which refer to Landlord and Tenant shall be considered to be of the gender and number required, and if the Tenant be more than one person, the provisions hereof shall apply to them jointly and severally.

21.12. **No Waiver.** The failure or delay of Landlord in requiring strict performance by Tenant of any covenant of this Lease shall not constitute a waiver of such covenant or Landlord's right to require strict performance thereof.

21.13. **Real Estate Brokers.** Landlord and Tenant each represent to the other that it has dealt only with the broker(s) named in Article 1 as broker(s) in connection with this Lease and agrees to indemnify and hold the other harmless from all loss, cost or expense (including reasonable attorneys' fees) suffered or incurred by the indemnified party as a result of any claims or demands of any other broker or brokers as a result of the parties entering into this Lease.

21.14. **Legal Requirements.** Tenant will not do or permit any act or thing which constitutes a public or private nuisance or waste, or which is contrary to any applicable law or legal requirement, or which might impair the value or usefulness of the Leased Property or any part thereof, or which might violate any jurisdiction over the Leased Property.

21.15. **Estoppel Certificate.** Tenant agrees that from time to time upon not less than fifteen (15) days' prior written request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and identifying the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Tenant is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that Tenant is in occupancy and paying rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any State thereof; and (g) as to such other matters as Landlord may reasonably request; and Tenant agrees that any such statements may be relied upon by Landlord and any prospective purchaser or mortgagee of the Leased Property or any other lender of Landlord.

21.16. **Mortgage Deed of Trust Holder Protection Clause.** On the date hereof and at such times as there are changes, Landlord shall provide Tenant with a true, complete, and correct list, with contact information, of all names of mortgagees and deed of trust holders of Landlord with respect to the Building. Tenant agrees to give any mortgagees

or deed of trust holders of Landlord with respect to the Building, by certified mail, a copy of any notice of default served upon the Landlord. Tenant further agrees that if Landlord is in default of Landlord's obligations hereunder, Tenant shall not commence any legal action to recover damages or terminate this Lease as a result of such default (it being acknowledged that, except as otherwise provided in this Lease, Tenant shall in no event be permitted to offset any damages or claims by Tenant against any amounts of base rent or additional rent owed hereunder), until Tenant has notified, by certified mail or overnight courier, such mortgagees and/or deed of trust holders of Tenant's intent to commence such action or terminate this Lease and such mortgagees and/or trust deed holders shall have failed to cure such default within twenty (20) days of receipt of such notice, or if such default cannot be cured within that time, then such additional time as may be necessary if within such 20-day period, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

21.17. **Severability.** If any provisions of this Lease or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and its application to other persons or circumstances shall not be affected and shall be enforced to the greatest extent not prohibited by law.

21.18. **Holding Over.** Unless otherwise agreed to in writing by Landlord and Tenant, if Tenant retains possession of the Leased Property or any part thereof after the termination of the Term, Tenant shall pay Landlord rent at 150% the monthly rate in effect immediately prior to the termination of the Term for the time Tenant thus remains in possession and, in addition thereto, Tenant shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section do not exclude Landlord's rights of re-entry or any other right hereunder. No such holding over shall be deemed to constitute a renewal or extension of the term hereof.

21.19. **Landlord's Right to Transfer Interest.** Landlord has the right to transfer Landlord's interest in the Leased Property and in this Lease, and upon any such transfer, Landlord shall automatically be released from all liability under this Lease, and Tenant shall look solely to such transferee for the performance of Landlord's obligations hereunder. Landlord may assign Landlord's interest in this Lease to a mortgage lender as additional security provided that such assignment shall not release Landlord from Landlord's obligations hereunder, and Tenant shall continue to look solely to Landlord for the performance of Landlord's obligations hereunder.

21.20. **Applicable Law and Partial Invalidity.** This Lease shall be governed by and enforced in accordance with the laws of the State in which the Leased Property is located. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

21.21. **Force Majeure.** Any provision, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty or other causes beyond the reasonable control of the party required to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligations, imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease.

21.22. **Non-Binding Unless Signed.** Submission of the form of this Lease for examination shall not bind Landlord in any manner, and no lease or other obligation of Landlord shall arise until this instrument is signed by both Landlord and Tenant, approved by the holder of any mortgage, deed of trust, or other financial encumbrance on the Leased Property having such approval rights, and delivery is made to each party.

21.23. **Disclosure.** The terms and conditions of this Lease may not be disclosed by Tenant to third parties, except to Tenant's employees, attorneys, accountants and other persons or entities as Tenant deems may be appropriate on a confidential basis, or otherwise to allow Tenant to carry out Tenant's obligations and to effect Tenant's rights under this Lease, without the prior written consent of Landlord.

21.24. **Waiver of Trial by Jury.** Each of Landlord and Tenant hereby agrees not to elect a trial by jury of any issue triable of right by jury and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to the claim, counterclaim, or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily, and is intended to encompass individually each instance and each issue to which the right to a trial by jury would otherwise accrue. Each of the parties is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by both parties hereto.

21.25. **Time of the Essence.** Time is of the essence with respect to the performance and observance of all of the terms, covenants, and conditions hereof by Tenant.

21.26. **Headings.** The headings are for the convenience of reference only, and in no way define, limit, or describe the scope of any part of this Lease, nor are they considered as forming a part of this Lease or affecting it.

21.27 **Entire Agreement.** This Lease, together with the Exhibits hereto, constitutes the sole and entire agreement between the parties relative to the Leased Property. No representations as to the Leased Property or agreements have been made by the Landlord to the Tenant either directly or indirectly prior to or at the execution of this Lease that are not included in this Lease.

21.28 **Memorandum of Lease.** This Lease shall not be recorded. Notwithstanding the foregoing, at either party's request, Landlord and Tenant shall execute, acknowledge, and deliver a memorandum of lease in form suitable for recording. The requesting party may thereupon record such memorandum of lease at its expense. Upon expiration or sooner termination of the Term, Tenant shall execute and deliver to Landlord such customary documents and instruments, in form suitable for recording, as Landlord may reasonably request to evidence the termination of the Lease and the memorandum of lease.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE LEASED PROPERTY.

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

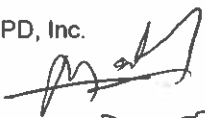
LANDLORD
DLJ Stone Creek, LLC

By: _____

Title: _____

Date: _____

TENANT
Southerncafe CPD, Inc.

By: 
PRITESH PATEL

Title: PRESIDENT

Date: 02-19-2024

By: Darpan Patel D.S. Patel

Title: Secretary

Date: 02-19-2024

By: Chirag Patel CPD

Title: Treasurer

Date: 02-19-2024

EXHIBIT A
LEASED PROPERTY RULES

Tenant's use of the Building, Leased Property, and Complex shall be governed by the following rules. Landlord reserves the right to unilaterally amend or add to the rules, subject to the terms and conditions of the Lease, and such amendments and additions shall be effective when notice of the same is given to Tenant in the manner provided in the Lease.

1. Subject to the express provisions of the Lease, nothing shall be displayed, painted or affixed by Tenant on any part of the exterior or interior of the Building or Leased Property (except within the Leased Property) without the prior written consent of Landlord, and then only of such color, size, style and material as shall be reasonably approved by Landlord and in compliance in all respects with any and all applicable laws, ordinances, codes and regulations. Subject to the express provisions of the Lease, window treatments shall not be placed in the Leased Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
2. Other than those machines installed as of the date hereof, Tenant shall not install any vending machines without Landlord's consent, which shall not be unreasonably withheld. Tenant shall not install or permit on the Leased Property any coin or token operated amusement devices whatsoever.
3. Upon the prior written consent of Landlord, Tenant may place a sign upon the Leased Property to advertise Tenant's business and Tenant's activities on the Leased Property. Any such sign shall comply in all respects with all applicable laws, codes, and ordinances, and shall be erected in accordance with all applicable approvals, licenses and permits.
4. The exterior areas of the Leased Property shall not be obstructed by Tenant or used in any way except for ingress and egress. Tenant shall place no objects outside the Leased Property without Landlord's consent.
5. The bathroom fixtures shall not be used for purposes other than those for which they were constructed. The cost of repairing any damage shall be borne by Tenant.
6. Tenant shall not permit littering of the exterior area of the Leased Property and shall keep the exterior of the Building and Leased Property free and clear of all trash, debris, waste, and rubbish.
7. Tenant shall not make noises, cause disturbances or vibrations or use any electrical or electronic devices or other devices that emit unreasonable sound or other waves or disturbances or create odors outside the Leased Property except at the top of the vent stack, any of which in the reasonable judgment of Landlord may be offensive to other tenants of the Building or which would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any musical instrument or equipment or any similar device inside or outside the Leased Property without the prior written approval of Landlord, which will not be unreasonably delayed or withheld if such device is consistent in all respects with the Permitted Use. The use thereof, if permitted, shall be subject to the reasonable control of Landlord to the end that others shall not be disturbed or annoyed.
8. Tenant assumes full responsibility for protecting the Leased Property from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Leased Property closed and secured at appropriate times.
9. No animals or birds shall be allowed in any part of the Leased Property without the prior consent of Landlord, which may be withheld or delayed if the keeping of such items is not consistent in all respects with the Permitted Use.
10. All janitorial service to the Leased Property shall be the responsibility of Tenant at Tenant's cost. Landlord shall in no way be responsible for any loss of property on or from the Leased Property.
11. Except as appropriate under the Permitted Use, Tenant shall not accumulate or store on the Leased Property any wastepaper, discarded records, books, paper files, rags, rubbish, or other combustible matter. Tenant shall not place in any trash receptacle any materials which cannot be disposed of in the ordinary course, and, subject to number 12 below, Tenant shall keep all trash within Tenant's Leased Property. All garbage and refuse disposal shall be made in accordance with Landlord's instructions as designated from time to time.
12. All trash and garbage shall be stored in vermin-proof containers, shall be deposited in areas and containers specified by Landlord, and shall be prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall not install automatic garbage disposal equipment without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

13. No auction, bankruptcy, going out of business or similar sale shall be held on the Leased Property; however, a grand opening sale or event shall be permitted.
14. Tenant shall police all of the Leased Property for litter and collect and remove such litter.
15. Tenant shall maintain a pest control contract with a licensed pest exterminator approved by Landlord. Such services shall be sufficient to keep the Leased Property reasonably free of pests and vermin.
16. Tenant shall obtain and maintain at Tenant's expense all approvals, licenses, and permits necessary for the conduct of Tenant's business on the Leased Property and Tenant shall conduct Tenant's business on the Leased Property in compliance with all applicable laws, ordinances, codes, rules, regulations, approvals, permits and licenses.
17. Tenant shall comply with the reasonable suggestions of Landlord's or Tenant's insurance carrier for the Leased Property.

EXHIBIT B
EXCLUSIVES

Exclusive use granted to Tenant, Southerncafé CPD, Inc.:

- (a) Provided Tenant shall (i) operate its business in the Premises (exclusive of closures for casualty and condemnation), (ii) use the Premises solely for the Permitted Use, and (iii) not be in default under the Lease beyond any applicable notice and cure period allowed herein, Tenant shall have the exclusive right in the Shopping Center to operate a "Breakfast Restaurant" and Landlord shall not operate, sell, lease, license or permit any person or entity to operate a Breakfast Restaurant within the Shopping Center.
- (b) As used in this Lease, "Breakfast Restaurant" is defined as any eating or drinking establishment advertising or holding itself out to the public to be a breakfast restaurant; provided, however, notwithstanding anything to the contrary contained herein, the term Breakfast Restaurant shall not include a donut shop, a bagel shop, a bakery or a coffee shop.

Exhibit C **Guaranty**

In order to induce DLJ Stone Creek, LLC ("**Landlord**") to enter into that certain Lease Agreement dated January 17, 2024 (the "**Lease**") between Landlord and Southerncafe CPD, Inc. ("**Tenant**"), and in consideration of the benefits inuring to the undersigned (collectively, the "**Guarantor**") under said Lease, the receipt and sufficiency of which is represented by the Guarantor to Landlord to be sufficient and adequate, the Guarantor hereby unconditionally guarantees the performance of all of Tenant's obligations under the Lease, including, without limitation, the payment of rental as provided therein (the "**Guaranteed Obligations**"). This Guaranty shall remain in full force throughout the original lease Term and any renewals thereof. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

This Guaranty is a guaranty of payment and performance and not of collection. Guarantor hereby waives notice of acceptance of this Guaranty agreement and all other notices in connection with the liabilities, obligations and duties guaranteed hereby, including notices to it of default by Tenant under the Lease, and hereby waives diligence, presentment, protest and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby. Guarantor further agrees that Landlord shall not be first or concurrently required to enforce against Tenant or any other person, any liability, obligation or duty guaranteed hereby before seeking enforcement thereof against Guarantor. The liability of Guarantor shall not be affected by any indulgence, compromise, settlement or variation of terms which may be extended to Tenant by Landlord, or agreed upon by Landlord or Tenant, and shall not be affected by any assignment or sublease by Tenant of its interest in the Lease, nor shall the liability of the Guarantor be affected by the insolvency, bankruptcy (voluntary or involuntary), or reorganization of Tenant, nor by the voluntary or involuntary liquidation, sale, or other disposition of all or substantially all of the assets of Tenant, or by the release of any other guarantor. Landlord and Tenant, without notice to or consent by Guarantor, may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease as they may deem appropriate, and Guarantor shall not be released thereby but shall constitute to be fully liable to the performance of all obligations and duties of Tenant under the Lease as so modified, extended or amended.

Guarantor further agrees, to the extent permitted by law, to pay any costs or expenses, including the reasonable fees of an attorney (including in-house and staff counsel), incurred by Landlord in enforcing this Guaranty.

The Guarantor acknowledges that Landlord may assign its rights under the Lease to an institutional investor as security for a loan to be made by such institutional investor to Landlord, and as long as any indebtedness of Landlord shall be outstanding and such assignment of the Lease shall exist, such institutional investor assignee shall be entitled to bring any suit, action or proceeding against the undersigned for the enforcement of any provision of this Guaranty, and it shall not be necessary in any such suit, action or proceeding to make Landlord a party thereto.

All existing and future advances by Guarantor to Tenant and all existing future debts of Tenant to Guarantor shall be subordinated to all Guaranteed Obligations owed to Landlord under the Lease and this Guaranty. Guarantor assumes the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance. Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon professed exercise of such powers shall be guaranteed under this Guaranty. Guarantor hereby represents and warrants to Landlord that Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. Any reference in those provisions to Tenant shall mean each Guarantor and any reference in those provisions to the Lease shall mean this Guaranty.

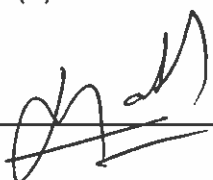
Guarantor covenants and agrees with Landlord: (a) to deliver to Landlord all of those financial statements, reports and other information of Guarantor reasonably requested by Landlord but no more often than once a year unless Guarantor is in default after notice and cure periods; and (b) not to transfer any material portion of Guarantor's assets for less than full value until all of the Tenant's obligations under the lease are satisfied in full. A "transfer" means any type of disposition of any right, title or interest whatsoever, whether voluntarily or involuntarily, directly, or indirectly, including without limitation any sale, exchange, assignment, gift, or similar disposition. Notwithstanding the foregoing, Guarantor may transfer the Guarantor's assets to any future trust of which Guarantor is the sole grantor provided such trust executes a guaranty in form and substance substantially similar to this Guaranty for the benefit of the Landlord.

If any one or more of the provisions of this Guaranty shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Guaranty shall be construed according to the laws of the state where the Leased Premises are located (the "State"). By execution hereof, the undersigned specifically consent to this choice of law designation and consent that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from this Guaranty or the Lease shall be litigated only in the courts located in the State, and the undersigned (i) consent and submit to the in personam jurisdiction of any state or federal court locating within the State, (ii) waive any right to transfer or change the venue of litigation brought against the undersigned, and (iii) agree to service of process, to the extent permitted by law, by mail.


TO THE EXTENT PERMITTED BY APPLICABLE LAW AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE UNDERSIGNED HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY, IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE UNDERSIGNED OR ANY OTHER PERSON LIABLE ON THE LEASE.

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed this _____ day of _____, 2024.


GUARANTOR(S)



Pritesh Patel



Jagu Patel



Chirag Patel



Hemangi Patel



Darpan Patel



E&A Insurance Group LLC
20276001 Tom Traina
(999) 999-9999
tom@eaigroup.net

Commercial Insurance Proposal

Prepared for :
Southerncafe CPD Inc DBA Southern Cafe
1590 E Main St
Saint Charles, IL 60174-2327
614-373-6049
ACCOUNT 2000012021

Prepared by :
E&A Insurance Group LLC
316 W Northwest Hwy
Barrington, IL 60010
(999) 999-9999

Agent :
20276001 Tom Traina

Date Prepared :
02/14/2024



E&A Insurance Group LLC
 20276001 Tom Traina
 (999) 999-9999
 tom@eaigroup.net

Southerncafe CPD Inc DBA Southern Cafe
Commercial Insurance Proposal

Account Summary

Coverage	Quote ID	Quote Date	Quote Effective Date	Premium
Businessowners	0005857155	02/14/2024	02/29/2024	\$ 4,747.00
Liquor Liability	0007179886	02/14/2024	02/29/2024	\$ 443.00
Cyber Liability	0007034148	02/14/2024	02/29/2024	\$ 273.00
Commercial Umbrella	0007202592	02/14/2024	02/29/2024	\$ OPTIONAL 684.00
Total Estimated Annual Premium :				\$ 6,147.00

Premiums and pay plan options displayed are estimates and may be subject to change upon policy issuance.

- Full Pay One installment of \$6,147.00
- Semi-Annual Two equal installments of \$3,073.50
- Quarterly Four equal installments of \$1,536.75
- Monthly New Business, 2 months down of \$1,024.50 with 10 equal installments billed thereafter of \$512.25
Renewal, Twelve equal installments of \$512.25

If you elect the full pay option, the amount listed above is what you will pay. All other options (semi-annual, quarterly and monthly) are subject to fees to cover additional costs associated with installment billing. These charges will be included in your payment schedule and added to your policy balance at the time each bill is sent.

If you prefer to pay in installments but still want to save money, paying by recurring ACH from your checking or savings account will reduce your future installment fees to \$2. All other installment bills are subject to a \$7 fee.

To enroll in a recurring ACH plan, visit our Policyholder Services site and register for an online account.

Please note that these fees are not included in your overall total policy premium and that both installment amounts and intervals may be adjusted due to policy changes. If you would like to make changes to your payment plan, please contact our Premium Receivables Department.

Thank you for considering Society Insurance to protect your business.

20276001 Tom Traina

This quotation contains only a general description of coverages and is not a statement of contract. All coverages are subject to the exclusions and conditions in the policy. Coverage is not bound and no coverage will be afforded by this quotation. Premium charges are based on information provided by the applicant and rates in force at the time of quotation on 02/14/2024. This quotation is valid until 03/29/2024.

SOCIETY INSURANCE, a mutual company

150 Camelot Drive P.O. Box 1029, Fond du Lac, WI 54936-1029

Subject To/Contingencies

Restaurant

Quote subject to the kitchen hood exhaust system and hood automatic fire suppression systems being professionally serviced at a minimum of a semi-annual frequency.

Coverage is subject to a favorable risk control survey.

Quote subject to the insured not having any wood burning stoves, fireplaces, pellet stoves, or other solid fuel heating devices.



E&A Insurance Group LLC
20276001 Tom Traina
(999) 999-9999
tom@eaigroup.net

Southerncafe CPD Inc
Businessowners Proposal

Account: 2000012021

Quote: 0005857155

BUSINESSOWNERS

Total Businessowners Estimated Annual Premium \$ 4,747.00

LIABILITY LIMITS

Occurrence Limit:	1,000,000
Aggregate Limit:	2,000,000
Products/Completed Operations Aggregate Limit:	2,000,000
Personal and Advertising Injury Limit:	1,000,000
Medical Expense Limit:	1,000

CREDITS

Sprinkler Credit	Location 1
Individual Risk Premium Modification (IRPM) Credit	

BOP COVERAGES

The following additional coverages and/or limits are within your policy forms.

Coverage	Limit
Personal Property Off Premises	10,000
Tenants Improvements and Betterments	Included in BPP Limit



E&A Insurance Group LLC
 20276001 Tom Traina
 (999) 999-9999
 tom@eaigroup.net

Southerncafe CPD Inc
Businessowners Proposal

Account: 2000012021

Quote: 0005857155

POLICY LEVEL COVERAGES

Coverages	Limit
Electronic Data	10,000
Employee Dishonesty	10,000
Business Income - Contamination	Three Weeks
Business Income - Waiting Period	0 Hours
Business Income - Extended Period of Indemnity	60 Days
Civil Authority	4 Consecutive Weeks
Forgery and Alteration	10,000
Money Orders and Counterfeit Money	10,000
Interruption Of Computer Operations	10,000
Contamination-Clean Up Expense	25,000
Customer Expense Reimbursement	Fourteen Days
Guest Personal Property	15,000
Watercraft - Extension Of BPP	5,000
Terrorism	
Employment-Related Practices Liability Endorsement	25,000
Deductible - 1,000	
Retroactive Date - 02/29/2024	
Prior Or Pending Litigation Date -	
Liability to Non-Employee	
Special Events	
Amendment - Aggregate Limits Of Insurance (Per Project)	
Amendment Of Personal And Advertising Injury Definition	
Sponsored Athletic Event	
Additional Insured - Automatic Status When Required in Written Contract or Agreement (NonConstruction)	

Total Estimated Policy Level Premium **\$ 905.00**



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 20276001 Tom Traina
 (999) 999-9999
 tom@eaigroup.net

Southerncafe CPD Inc
Businessowners Proposal

Account: 2000012021 Quote: 0005857155

Location 1 - Building 1

Classification: Restaurants NOC - With sales of alcoholic beverages - 09607

Construction Type: Masonry Non-combustible

Building Property of Others Basis: Replacement Cost with 0% Increase for Inflation Protection

Sprinkler: Yes

Year Built: 1970

Coverage	Limit	Deductible	Premium
Business Personal Property	300,000		\$ 690.00
Building Property of Others	10,000		\$ 25.00
Damage to Premises Rented To You	100,000		
Accounts Receivable	30,000		
Outdoor Property	20,000		
Portable Storage Unit	10,000		
Valuable Papers and Records			
On-Premises Limit	10,000		
Off-Premises Limit	5,000		
Liability And Medical Expenses (Occupant Liability)			
Product Contamination	10,000	1,000	
Product Spoilage	10,000	1,000	
Service Interruption Business Income and Extra Expense			
Terrorism			
Business Income Dependent Properties	5,000		
Special Events Extended Personal Property	10,000		

Total Location 1 Building 1 Level Premium **\$ 3,546.00**

Total Businessowners Estimated Annual Premium **\$ 4,747.00**



E&A Insurance Group LLC
20276001 Tom Traina
(999) 999-9999
tom@eaigroup.net

Southerncafe CPD Inc

Liquor Liability Proposal

Account: 2000012021

Quote: 0007179886

LIQUOR LIABILITY

Total Liquor Liability Estimated Annual Premium

\$ 443.00

LIMITS

Occurrence Limit: \$ 1,000,000
Aggregate Limit: \$ 1,000,000

Policy Level Coverages

Additional Insured – Volunteer Workers

Exposure

Premium

\$ 12.00

Primary State: Illinois

Location 1 1590 E Main St, Saint Charles, IL 60174-2327

Coverage

RESTAURANTS AND BARS

Exposure

75,000

Premium

\$ 431.00

Location(s) Premium \$ 431.00

Total Estimated Liquor Liability Premium \$ 443.00

Subject to state statute sub-limits if applicable

Southerncafe CPD Inc

Cyber Liability Proposal

Account: 2000012021

Quote: 0007034148

CYBER LIABILITY

Total Cyber Liability Estimated Annual Premium: \$ 273

Revenue: \$ 1,580,000

LIMITS

Maximum Policy Aggregate Limit: \$ 50,000

CYBER LIABILITY COVERAGES

Third Party Liability Coverage Agreements

	Each Claim	Aggregate ¹	Deductible
Multimedia Liability	\$ 50,000	\$ 50,000	\$ 0
Security and Privacy Liability	\$ 50,000	\$ 50,000	\$ 0
Privacy Regulatory Defense and Penalties	\$ 50,000	\$ 50,000	\$ 0
PCI DSS Liability	\$ 50,000	\$ 50,000	\$ 0
TCPA Defense	\$ 5,000	\$ 5,000	\$ 0

First Party Liability Coverage Agreements

	Each Claim	Aggregate ¹	Deductible
Breach Event Costs	\$ 50,000	\$ 50,000	\$ 0
Post Breach Remediation Costs	\$ 5,000	\$ 5,000	\$ 0
BrandGuard®	\$ 50,000	\$ 50,000	See Below ²
System Failure	\$ 50,000	\$ 50,000	See Below ³
Cyber Extortion	\$ 50,000	\$ 50,000	\$ 0
Cyber Crime	\$ 5,000	\$ 5,000	\$ 0
Reward Expenses	\$ 5,000	\$ 5,000	\$ 0
Court Attendance Costs	\$ 5,000	\$ 5,000	\$ 0

¹ Subject to maximum annual aggregate

² 2 week waiting period, 6 months period of indemnity

³ 8 Hour waiting period, 6 months period of indemnity



E&A Insurance Group LLC
20276001 Tom Traina
(999) 999-9999
tom@eaigroup.net

Southerncafe CPD Inc

Cyber Liability Proposal

Cyber Property Damage Coverage

Property Damage - First Party Sub-limit	1,000 Deductible
\$ 5,000 Occurrence Limit	
\$ 5,000 Aggregate Limit	
Property Damage - Third Party Sub-limit	1,000 Deductible
\$ 5,000 Property Damage Claim Limit	
\$ 5,000 Aggregate Limit	
Combined Property Damage Aggregate Limit	
\$ 5,000 Limit	



E&A Insurance Group LLC
20276001 Tom Traina
(999) 999-9999
tom@eaigroup.net

Southerncafe CPD Inc

Commercial Umbrella Proposal

Account: 2000012021

Quote: 0007202592

UMBRELLA

Total Commercial Umbrella Estimated Annual Premium \$ 684.00

Primary State: IL

Coverage	Limit
Umbrella	\$ 1,000,000
Liquor	\$ 1,000,000

Description	Premium
Umbrella Liability Coverage	\$ 600.00
Umbrella Liquor Liability Coverage	\$ 84.00

Total Commercial Umbrella Estimated Annual Premium \$ 684.00



E&A Insurance Group LLC
20276001 Tom Traina
(999) 999-9999
tom@eaigroup.net

Southerncafe CPD Inc

Commercial Insurance Proposal

Additional Insured Schedule - Account 2000012021

LOB	Quote/Policy	Additional Insured Name/ Address	Coverage	Form #
	Businessowners 0005857155	DLJ Stone Creek LLC 3494 Jeffco Blvd Arnold, MO 63010	Additional Insured - Managers Or Lessors Of Premises	BP 04 02

Southerncafe CPD Inc

Commercial Insurance Proposal

The below is a comprehensive list of forms that apply to all policies quoted above. Please reference each individual policy to note which coverages apply to the specific policies.

Forms List

Form Number	Edition Date	Form Name	Line of Business
BP0003	07-13	Businessowners Coverage Form	Businessowners
BP0154	01-18	Illinois Changes	Businessowners
BP0402	07-13	Additional Insured - Managers Or Lessors Of Premises	Businessowners
BP0417	01-10	Employment-Related Practices Exclusion	Businessowners
BP0441	07-13	Business Income Changes - Time Period	Businessowners
BP0483	01-10	Removal Of Insurance-To-Value Provision	Businessowners
BP0493	01-06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception	Businessowners
BP0501	07-02	Calculation of Premium	Businessowners
BP0515	12-20	Disclosure Pursuant To Terrorism Risk Insurance Act	Businessowners
BP0517	01-06	Exclusion - Silica Or Silica-Related Dust	Businessowners
BP0523	01-15	Cap On Losses From Certified Acts Of Terrorism	Businessowners
BP0538	01-15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism	Businessowners
BP0542	01-15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	Businessowners
BP0598	07-13	Amendment Of Insured Contract Definition	Businessowners
BP0643	04-06	Illinois Changes - Defense Costs	Businessowners
BP0695	01-10	Illinois - Employment-Related Practices Liability Endorsement	Businessowners
BP0702	07-02	Amendment - Aggregate Limits Of Insurance (Per Project)	Businessowners
BP1417	01-10	Designated Location(s) General Aggregate Limit	Businessowners

Southerncafe CPD Inc

Commercial Insurance Proposal

Forms List

Form Number	Edition Date	Form Name	Line of Business
BP1491	07-13	Amendment Of Personal And Advertising Injury Definition	Businessowners
BP1504	05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	Businessowners
BP1511	12-16	Exclusion Unmanned Aircraft	Businessowners
BP1530	09-19	Cannabis Property Exclusion	Businessowners
BP1532	09-19	Cannabis Liability Exclusion	Businessowners
BP1560	02-21	Cyber Incident Exclusion	Businessowners
EPL120	01-21	Liability to Non-Employee	Businessowners
SIBP0404	08-22	Business Personal Property Limit - Automatic Increase	Businessowners
SIBP2103	08-23	Exclusion - Violations Involving Biometric Information Privacy	Businessowners
TBP3020	01-21	Outdoor Signs	Businessowners
TBP3040	01-21	Personal Property Off-Premises	Businessowners
TBP12	01-21	Product Spoilage	Businessowners
TBP13	01-21	Product Contamination	Businessowners
TBP1583	05-22	Additional Insured - Automatic Status When Required In Written Contract Or Agreement	Businessowners
TBP200	03-21	Equipment Breakdown Coverage	Businessowners
TBP3010	01-21	Outdoor Property	Businessowners
TBP3060	01-21	Collectibles	Businessowners
TBP3080	01-21	Service Interruption	Businessowners
TBP3150	01-21	Business Income And Extra Expense	Businessowners
TBP440	01-21	Asbestos - Exclusion	Businessowners
TBP453	01-21	Water Back-Up And Sump Overflow	Businessowners

Southerncafe CPD Inc

Commercial Insurance Proposal

Forms List

Form Number	Edition Date	Form Name	Line of Business
TCE310	01-21	Restaurant Extension Endorsement	Businessowners
CG0033	04-13	Liquor Liability Coverage Form	Liquor Liability
CG0200	01-18	Illinois Changes - Cancellation And Nonrenewal	Liquor Liability
CG3122	09-02	Illinois Changes - Liquor Liability	Liquor Liability
IL0017	11-98	Common Policy Conditions	Liquor Liability
IL0021	09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Liquor Liability
IL0147	09-11	Illinois Changes - Civil Union	Liquor Liability
IL0162	10-13	Illinois Changes - Defense Costs	Liquor Liability
SICG2101	11-22	Cannabis Liquor Liability Exclusion	Liquor Liability
SICG3401	11-22	Additional Insured - Volunteer Workers	Liquor Liability
CLI101	06-19	Cyber Liability Insurance Policy	Cyber Liability
CLI104	03-23	Illinois Changes	Cyber Liability
CLI105	06-19	Policyholder Disclosure Notice Of Terrorism Insurance Coverage	Cyber Liability
CLI109	08-21	Property Damage Coverage	Cyber Liability
CU0001	04-13	Commercial Liability Umbrella Coverage Form	Commercial Umbrella
CU0200	01-18	Illinois Changes - Cancellation And Nonrenewal	Commercial Umbrella
CU2123	02-02	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Commercial Umbrella
CU2124	11-16	Exclusion - Non-Owned Aircraft	Commercial Umbrella
CU2126	04-13	Exclusion - Cross Suits Liability	Commercial Umbrella
CU2127	12-04	Fungi Or Bacteria Exclusion	Commercial Umbrella
CU2130	01-15	Cap On Losses From Certified Acts Of Terrorism	Commercial Umbrella

Southerncafe CPD Inc

Commercial Insurance Proposal

Forms List

Form Number	Edition Date	Form Name	Line of Business
CU2131	01-15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism	Commercial Umbrella
CU2136	01-15	Exclusion Of Punitive Damages Related To A Certified Act of Terrorism	Commercial Umbrella
CU2150	03-05	Silica Or Silica-Related Dust Exclusion	Commercial Umbrella
CU2152	12-05	Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception	Commercial Umbrella
CU2171	06-15	Exclusion - Unmanned Aircraft	Commercial Umbrella
CU2186	05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	Commercial Umbrella
CU2189	11-16	Public Or Livery Passenger Conveyance Exclusion	Commercial Umbrella
CU2264	12-01	Exclusion - Damage To Work Performed By Subcontractors On Your Behalf	Commercial Umbrella
CU2432	04-13	Limited Coverage Territory	Commercial Umbrella
CU3422	12-20	Cannabis Exclusion	Commercial Umbrella
IL0017	11-98	Common Policy Conditions	Commercial Umbrella
IL0147	09-11	Illinois Changes - Civil Union	Commercial Umbrella
IL0162	10-13	Illinois Changes - Defense Costs	Commercial Umbrella
IL0985	12-20	Disclosure Pursuant To Terrorism Risk Insurance Act	Commercial Umbrella
UXL20	01-09	Personal Injury-Following Form	Commercial Umbrella
UXL4	08-17	Asbestos Exclusion	Commercial Umbrella
UXL510	01-09	Revised Umbrella Definitions: Bodily Injury And Insured Contract	Commercial Umbrella

ILLINOIS NOTICE WAIVER OF MINE SUBSIDENCE COVERAGE

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the Policy (including its endorsements), the provisions of the Policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning mine subsidence coverage, which applies to your new or renewal policy being issued by us.

Notice Concerning The Waiver Of Mine Subsidence Coverage In Illinois

Non-Mandatory Counties

If your property is not located in a county listed below, you may add mine subsidence coverage to your policy by contacting your insurance agent. The coverage is reasonably affordable and could save you thousands of dollars in out-of-pocket repairs.

Mandatory Counties

Illinois law requires that every insurer that issues a new or renewal policy for a residence, commercial building or living unit in one of 34 mandatory counties listed below must provide Mine Subsidence Coverage, unless waived in writing by the insured, and the insurer must continue to charge the premium level set for that coverage by the Illinois Mine Subsidence Insurance Fund.

Bond	Fulton	LaSalle	Marshall	Putnam	Tazewell
Bureau	Gallatin	Logan	Menard	Randolph	Vermilion
Christian	Grundy	McDonough	Mercer	Rock Island	Washington
Clinton	Jackson	Macoupin	Montgomery	St. Clair	Williamson
Douglas	Jefferson	Madison	Peoria	Saline	
Franklin	Knox	Marion	Perry	Sangamon	

This form shall serve as notice that if Mine Subsidence Coverage is in force when mine subsidence damage first becomes reasonably observable as confirmed by the Illinois Mine Subsidence Insurance Fund, coverage thereafter may not be necessary and is optional, but continued coverage on the damaged residence or commercial building shall terminate only upon written waiver by you. Mine subsidence premiums paid for coverage on a damaged residence or commercial building subsequent to the established date of loss shall be refunded within 60 days after you provide the following signed waiver of Mine Subsidence Coverage to us.

To waive Mine Subsidence Coverage in Illinois, please complete the backside of this notice and return it to:

**Society Insurance
 Commercial Underwriting Department
 PO Box 1029
 Fond du Lac WI 54936-1029**

Waiver Of Mine Subsidence Coverage In Illinois

- I confirm that I have fully read and understood the aforementioned Notice.
- I, the first named insured/applicant, have fully read and understood the above noted information and hereby: (check the following)
 - affirmatively waive this offer.
- I understand and agree that this waiver shall be construed to be applicable to the Policy or binder of insurance described below, on all future renewals of the Policy, and on all replacement policies unless I make a written request for such coverage.

Name of First Named Insured/Applicant: _____

Signature of First Named Insured/Applicant: _____

Date: _____

Policy/Binder No.: _____

Insurer: _____

Producer Name: _____

Producer Code: _____

ATTENTION TO *Details*

SPECIALIZED SERVICE

TRUE BUSINESS PROTECTION STARTS AND ENDS WITH THE DETAILS

Society Insurance provides more than generic coverage and expected service. Working alongside small businesses for more than a century has given us a wealth of knowledge and experience dealing with the issues that your business is most likely to face. Our attention to the small details truly makes a big difference.

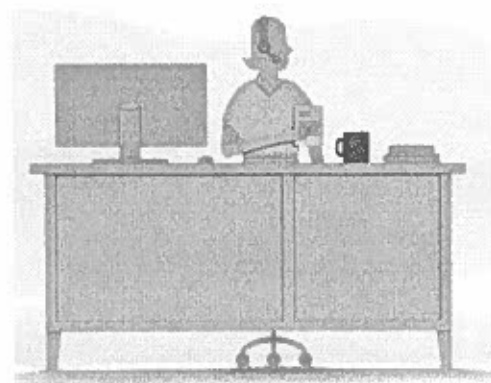
Customized risk control service:

- Focus on problem-solving and prevention of financial loss and injury
- In-depth knowledge of your unique type of business operations
- Thoughtful advice and sustainable solutions tailored to your specific needs
- Collaborative partnership and exclusive safety resources



Outstanding claims handling:

- Dedicated claims specialists available to assist 24 hours a day, 365 days a year
- Experts in the types of claims most likely to affect your business
- Thorough and timely investigations with access to carefully-managed legal defense
- Focus on returning your business back to operation quickly



To learn more about business protection and the Small Details that make a Big Difference, visit us at societyinsurance.com.

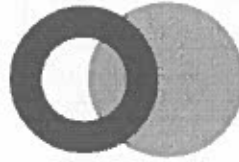
Society Insurance
150 Camelot Drive, P.O. Box 1029, Fond du Lac, WI 54936-1029
P. 888.576.2438 | societyinsurance.com

S SOCIETY
INSURANCE.

Small details. Big difference.™

This brochure contains only a general description of coverages and is not a statement of contract. All coverages and limits are subject to the terms, definitions, exclusions and conditions in the policy. This brochure does not amend, modify or supplement any insurance policy. Consult the actual policy or your agent for details regarding available coverages. © 2020 Society Insurance





E&A INSURANCE
INSURING THE RESTAURAN

Southern Café

Insurance Carriers	Society Insurance	
		REVISED QUOTE
Based On Gross Sales of:	1,580,000	
INSURANCE PREMIUMS		
Business Owners	5,114	4,747
Liquor Liability	501	443
Cyber	273	273
Umbrella OPTIONAL		
Work Comp	3,999	3,796
Quoted Premium:	9,887	9,259

684 - OPTIONAL

Basic Coverages	Limits	
Business Personal Property	300,000	Equipment/Furniture/ Fixtures
Accounts Receivable	10,000	
Employee Dishonesty	10,000	Employee Theft
Food Contamination	10,000	Pays for replacing contamina
Food Spoilage	10,000	Equip breakdown Power Out:
Outdoor Property	20,000	Outdoor seating/plants
Equipment Breakdown	Included	Wear and Tear not Covered
Outdoor Sign	20,000	Outdoor Sign Awning coverag
Water Backup and Sump Overflow	15,000	Sewer backup or Sump Pump
Damage to Premise rented to you	100,000	Provides limited coverage for
Medical Expense Limit	1,000	Pays medical bills for a third p
Employment Practice Liability	25,000	Employee sues you for wrong
Data Compromise	50,000	Credit Card Machine gets Ha
Cyber Security	50,000	Internet gets Hacked
Hired Non-Owned Auto	N/A	Provided Only need if doing i
Business income and Extra Expense	12 Months ALS	If you are closed down/ Leng

BUSINESS LIABILITY COVERAGES

General Aggregate	2,000,000
Each Occurrence	1,000,000
Products Completed	2,000,000
Personal & Advertising Injury Limit	1,000,000

Liquor Liability Coverage	\$1M	Sales \$100k
----------------------------------	------	--------------

Work Comp Premiums and Coverages

Insurance Carrier	AMTrust	
Premium Amount	4,394	
Premium Based on Payroll of:	400,000	
Coverages	Each Accident/ Policy Limit/ Each Employee	Each Accident/ Policy Limit/ Ea
Limits	\$1M/1M/1M	

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 74371213

Approved By: MAP

FILED

SEP 07 2023

Alexi Giannoulas
Secretary of State

1. Corporate Name: SOUTHERNCAFE CPD INC.

2. Initial Registered Agent: PRITESH PATEL
First Name Middle Initial Last Name

Initial Registered Office: 1317 SEABURY CIR
Number Street Suite No.
CAROL STREAM IL 60188-4823 DU PAGE
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated SEPTEMBER 07, 2023
Month & Day Year

PRITESH PATEL
Name

1317 SEABURY CIR
Street

CAROL STREAM IL 60188
City/Town State ZIP Code

BASSET Card



01/01

DARPAN PATEL
1420 BLUME DR
ELGIN IL 60124

February 2, 2024



Letter ID: L0753613768

License No.: 5A-0110606
Expiration Date: 1/25/2027
License Type: Basset Card

Your "Student ID number" is: 28051385

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

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


IMPORTANT:

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

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

Date of Certification: 02/02/2024 Expires: 1/25/2027
Trainer's IL Liquor License Number: 5A-0110606

DARPAN PATEL
1420 BLUME DR
ELGIN IL 60124



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

**EXHIBIT B
PREMISES**

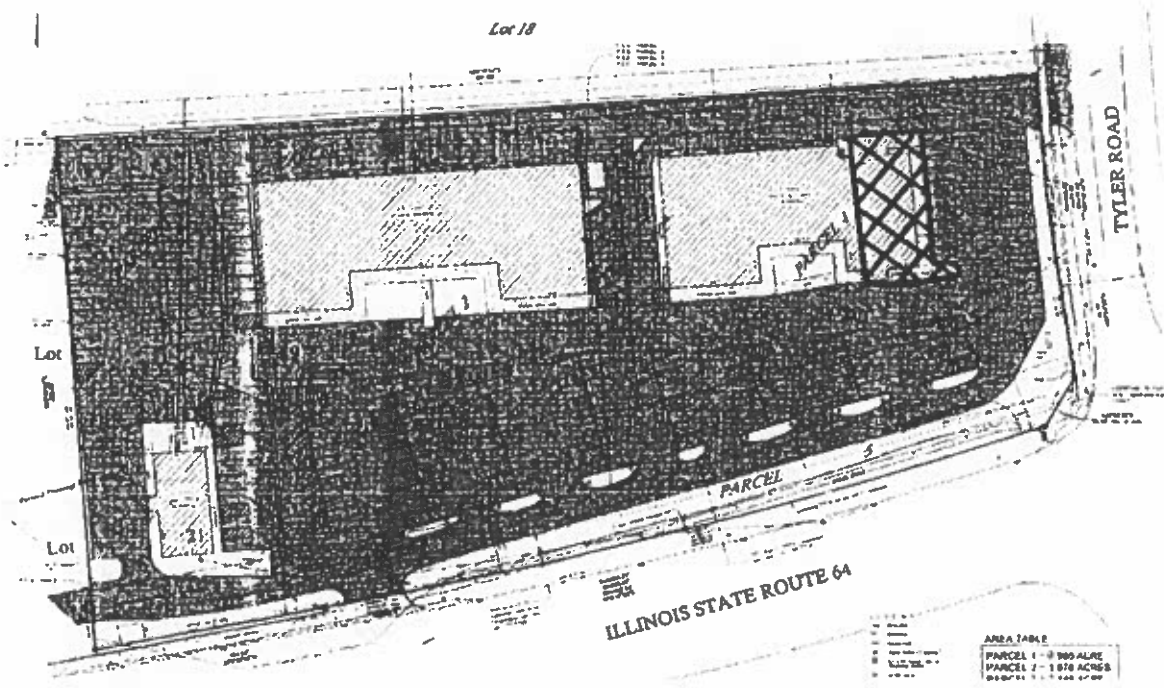


Exhibit B
Lease



FOR PERMIT 10.29.19

SHEET NO
E02

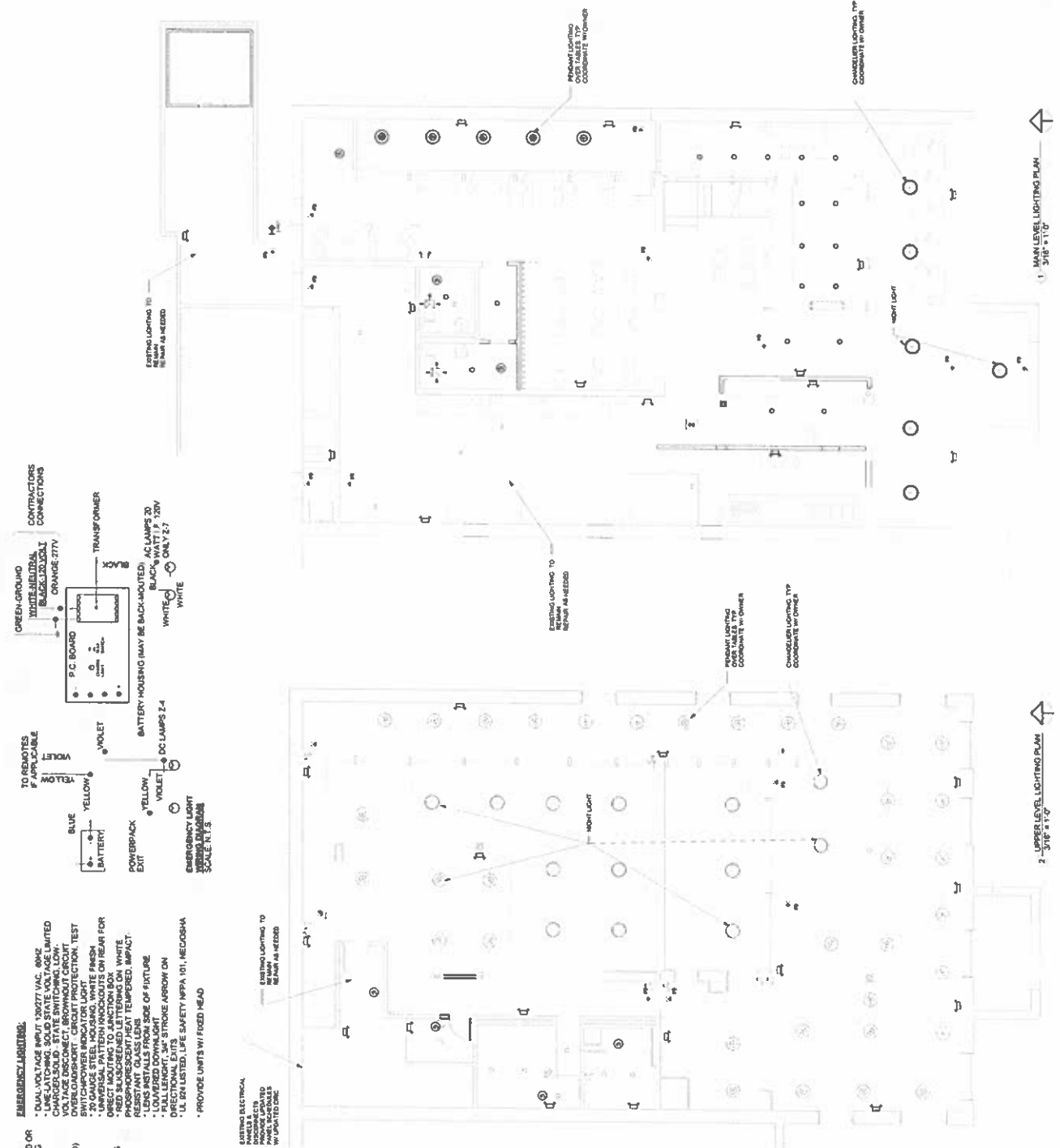
LIGHTING PLANS

JOB NO. 19-03
DATE 10/19/18
DRAWN BY ANDY BACHRYNIA
CHECKED BY A.C.

INTERIOR RENOVATIONS OF
EXISTING RESTAURANT
1590 E MAIN ST
ST. CHARLES, IL 60174

PROGRAM ARCHITECTURE, INC.
1500 N. MICHIGAN AVE. SUITE 200
CHICAGO, IL 60610
TEL: 312.467.4400
WWW.PAARCHITECT.COM

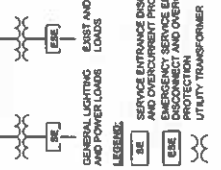
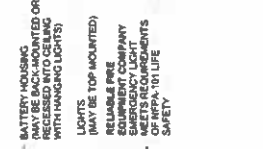
ISSUE DATES	DESCRIPTION	BY	DATE



1 - MAIN LEVEL LIGHTING PLAN - 3/16" = 1'-0"

2 - UPPER LEVEL LIGHTING PLAN - 3/16" = 1'-0"

- EMERGENCY LIGHTING:**
- DUAL VOLTAGE W/RT 120V (AC, 8MS)
 - LINE LATCHING, SOLID STATE VOLTAGE LIMITED
 - CHARGER/SOLID STATE SWITCHING LOW
 - OVERLOAD PROTECTION
 - OVERCURRENENT PROTECTION
 - OVERTEMPERATURE PROTECTION
 - TEST SWITCH/POWER INDICATOR LIGHT
 - 70 GAUGE STEEL HOUSING, WHITE FINISH
 - EMERGENCY LIGHT EQUIPMENT COMPANY
 - DIRECT MOUNTING TO JUNCTION BOX OR HESAR FOR RED SUSCRIBED LETTERING ON WHITE
 - RESISTANT GLASS LENS
 - TEMPERED, IMPACT-RESISTANT GLASS LENS
 - LENS INSTALLED FROM SIDE OF FIXTURE
 - FULL LENGTH "X" STROKE ARROW ON DIRECTIONAL EXITS
 - UL LISTED, LIFE SAFETY W/PA 101, MEGOSHA
 - PROVIDE UNITS W/ FROD HEAD



- LEGEND:**
- BE SERVICE ENTRANCE DISCONNECT
 - BE-E EMERGENCY SERVICE ENTRANCE PROTECTION
 - BE-E-E OVERCURRENENT PROTECTION
 - UTILITY TRANSFORMER
- SYSTEM NOTES:**
- SYSTEM SHALL CONSIST OF TWO SOURCES OF CURRENT SUPPLY AS FOLLOWS:
 - THE NORMAL SOURCE OF CURRENT SUPPLY
 - THE SECOND SOURCE OF CURRENT SUPPLY SHALL BE PROVIDED BY AN EMERGENCY LIGHTING SYSTEM
 - THE SECOND SOURCE OF CURRENT SUPPLY SHALL BE PROVIDED BY AN EMERGENCY LIGHTING SYSTEM
 - A TRANSFER SWITCH SHALL NOT BE REQUIRED

- LIGHT TO BE INCANDESCENT WESTERN LIGHTING**
- S- SERIES ASSETS
 - 13.5"
 - 3.34"
 - SAFETY AND OSHA
- EXISTENCE SCALE: 1/4" = 1'-0"**

BATTERY HOUSING
MAY BE BACK-MOUNTED OR MOUNTED TO WALL WITH HANGING LIGHTS

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

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

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

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

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

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

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



Southern Café Business Plan - St. Charles

1590 E. Main St, St. Charles, IL 60174

Hours of Operation:

Open 7 Days

Sunday-Monday 6:30am-3pm

Business Plan for Southern Cafe in St. Charles, IL

Overview

Southern Cafe is a renowned dining establishment in St. Charles, IL, offering a unique blend of traditional home cooking with a touch of culinary innovation. This cafe is committed to providing exceptional service and a friendly atmosphere, ensuring a memorable dining experience for every guest.

Location

1590 E Main St, St. Charles, IL 60174

Hours of Operation

- **Sunday to Saturday: 6:30 AM - 3:00 PM**

The consistent operating hours across the week simplify planning for both staff and patrons, ensuring the community knows they can enjoy Southern Cafe's offerings any day.

Menu

A diverse menu is a cornerstone of Southern Cafe's appeal, featuring an array of dishes that cater to a wide range of tastes and dietary needs. The detailed menu will be provided separately to be included in this document, highlighting the cafe's commitment to variety and quality.

Live Music and Entertainment

In line with the cafe's ambiance and operational focus, there will be **NO live music** or entertainment. This decision is to maintain a relaxed and conversational atmosphere, where patrons can enjoy their meals and company without additional distractions.

Outdoor Seating and Smoking Policy

Southern Cafe boasts an outdoor fenced patio seating area on the east side of the building, allowing guests to enjoy their meals in an open-air setting. This feature is particularly appealing during warmer months, providing a pleasant dining experience outside the confines of the indoor space.

Smoking Policy

To ensure a comfortable and healthy environment for all patrons, smoking is **not allowed on the premises**, including the outdoor seating area. This policy is in place to maintain the overall quality of the dining experience and adhere to health and safety standards.

Conclusion

Southern Cafe in St. Charles, IL, is a premier breakfast hotspot for those seeking a blend of comfort food with a modern twist. With its strategic location, consistent operating hours, diverse menu, and commitment to a smoke-free environment, Southern Cafe is poised for continued success.

THE SOUTHERN CAFE

BISCUIT LOVE

Our bread & our country gravy were born in the south. Homemade daily & sure to please!

BASKET OF BISCUITS Fluffy biscuits served with homemade jam and apple butter or honey butter. Great for sharing. **\$8.99**

BO-NUTS Fried biscuit donuts tossed in cinnamon sugar with blueberry mascarpone & cream. **7.99**

THE B&O Fluffy biscuit smothered in our homemade country gravy & crispy hash browns. **13.99**

THE B&O, ADD THE "T" Same as above but with two eggs your way. **14.99**

CHICKEN FRIED CHICKEN House-made drop biscuit with buttermilk chicken fried chicken, smothered in country gravy, topped with shredded cheddar & crumbled hickory smoked bacon. Served with two eggs your way & crispy hash browns. **16.99**

THE NASTY BISCUIT Buttermilk baby drop biscuit stuffed with our crispy Southern fried chicken breast topped with cheesy scrambled eggs and smothered in country gravy atop crispy hash browns. **16.99**

COUNTRY FRIED STEAK & EGGS House-made drop biscuit topped with country fried steak & smothered in country gravy. Served with two eggs your way & crispy hash browns. **16.99**

EGGS

Includes hash browns or grits. Egg Whites \$2 upcharge. Two slices of toast or pancakes. Upgrade to a Signature Pancake \$3.8 or House Hash Browns \$2.5 Egg Whites \$2 upcharge.

EGGS YOUR WAY Two eggs served how you like them with crispy hash browns. **9.99**

ADD PROTEIN TO "EGGS YOUR WAY" Hickory smoked bacon, country ham, pork sausage links, house-made sausage patties, Canadian bacon, chorizo or turkey sausage. **4**

CORNED BEEF HASH N' EGGS Two eggs and corned beef hash with green peppers & onion. **16.99**

AVOCADO TOAST Toasted multigrain bread topped with avocado spread, grilled corn, black beans, jalapenos, Sriracha aioli, and poached egg. Served with hash browns, toast or pancakes not included. **14.99**

CHILAQUILES Homemade tortilla chips bathed in a spicy salsa with chorizo, green pepper, onion, mozzarella cheese and two eggs your way. Served with hash browns, toast or pancakes not included. **16.99**

PORKBELLY & EGGS Thick cut slice of our BBQ rubbed pork belly served with two eggs your way & crispy hash browns. **17.99**

SPECIALTY OMELETS

Served with hashbrowns or grits. Served with toast or pancakes. Upgrade to a Signature Pancake \$3.8 or House Hash Browns \$2.5 Egg Whites \$2 upcharge. (Only one substitution on our specialty omelets)

THE SOUTHERN OMELET Griddled country ham, sausage, hickory smoked bacon, onion & green bell peppers. **16.99**

AVOCADO BACON OMELET Crumbled hickory smoked bacon, sliced tomatoes, avocado & pepper jack cheese. **15.99**

SPINACH & FETA We use fresh spinach with the finest imported Greek feta cheese. **16.99**

ROASTED VEGETABLE & FETA OMELET Large, fluffy omelet stuffed with feta cheese, roasted red pepper, tomatoes, mushrooms, onion & fresh spinach. **16.99**

AY CARAMBA Chorizo, jalapenos, onion, avocado & mozzarella cheese. **15.99**

FRESH MARKET OMELET Loaded with fresh spinach, mushrooms, tomato & onion. **15.99**

COUNTRY MUSIC STAR Loaded with country ham, sausage, onions & cheddar cheese. Topped with country gravy & crumbled bacon. **16.99**

THE BISCUIT Yes, We know, it's crazy. But it works. Infused & topped with country gravy, sausage, cheddar cheese & our house-made biscuit. **15.99**

ORINOPY GOAT Stuffed with turkey sausage, sundried tomatoes, spinach and goat cheese. **16.99**

BUILD YOUR OWN UP TO 3 INGREDIENTS (+ \$1.00 per additional) Make it how you like it with choice of: Hickory smoked bacon, country ham, pork sausage, chorizo, fresh mushrooms, broccoli, onion, spinach, tomatoes, sun-dried tomatoes, red or green bell pepper, jalapenos.

Cheese: American, Swiss, cheddar, white cheddar, mozzarella, pepper jack, smoky pepper jack cheese sauce. **15.99**

Add: Avocado, Feta, Blue Cheese, Turkey Sausage or Andouille Sausage + 1

SPECIALTY SKILLET

Skillets are all served with a complimentary house-made drop biscuit, topped with hash browns & topped with two eggs any style. Served with Toast or Pancakes. Upgrade to a Signature Pancake \$3.8 or House Hash Browns \$2.5 Egg Whites \$2 upcharge. (Only one substitution on our specialty skillets)

RISKY SKILLETChunks of smoked beef brisket, hickory smoked bacon, jalapenos, onions, cheddar cheese and two eggs your way. **19.99**

THE SOUTHERN SKILLET Griddled country ham, sausage, hickory smoked bacon, onion, green bell peppers & a blend of cheeses. **16.99**

SASSY EGGS Chorizo-potato hash with cheddar cheese, red bell peppers, jalapenos, guacamole & sour cream then topped with eggs your way. **16.99**

THE NASTY SKILLET Country ham, sausage, cheddar cheese & biscuit topped with eggs your way, country gravy & crumbled bacon. **17.99**

CHICKEN FRIED CHICKEN Buttermilk chicken fried chicken, fried to perfection with green bell peppers, onions, blend of cheeses topped with eggs your way, country gravy, crumbled bacon & shredded cheddar. **16.99**

FRESH MARKET Spinach, mushrooms, tomato, onion, pepper jack cheese & cheddar. **16.99**

THE IRISHMAN House-made corned beef hash with Swiss cheese, griddled peppers and onions. **16.99**

LOUISIANA Super flavorful Cajun Andouille sausage griddled with chopped onions, red & green bell peppers atop crispy shredded hash browns with melted pepper jack cheese. **16.99**

SKIRT STEAK SKILLET Tender pieces of skirt steak, fresh mushrooms, griddled peppers, onions & mozzarella cheese. **16.99**

BUILD YOUR OWN UP TO 3 INGREDIENTS (+ \$1.00 per additional) Make it how you like it with choice of: Hickory smoked bacon, country ham, pork sausage, chorizo, fresh mushrooms, broccoli, onion, spinach, tomatoes, sun-dried tomatoes, red or green bell pepper, jalapenos.

Cheese: American, Swiss, cheddar, white cheddar, mozzarella, pepper jack, smoky pepper jack cheese sauce. **16.99**

Add: Avocado, Feta, Blue Cheese, Turkey Sausage or Andouille Sausage + 1

SIGNATURE BREAKFAST!

THE SUGGA N' TAMMA Our famous Southern-fried chicken breast drizzled with spicy honey sauce, topped off with cheesy scrambled eggs between two pearl sugar waffles. Served with crispy hash browns. **16.99**

THE SUGGA BABY Waffle breakfast sandwich with cheesy scrambled eggs, house-made sausage patty, shaved country ham & hickory smoked bacon between two pearl sugar waffles glazed with maple syrup. Served with crispy hash browns. **16.99**

STACKED & LOADED 3 thick slices of Greek French toast soaked in our vanilla-infused buttermilk batter. One layer stuffed with shaved country ham & cheese, the other drizzled with hickory smoked bacon & cheese, then drizzled with warm maple syrup, topped with 2 cheesy scrambled eggs. **16.99**

BOBBER'S CHIX & BA' 'ON WAFFLE A Belgian waffle with bacon topped with our famous Southern-fried chicken breast and two eggs scrambled with cheddar & a side of country gravy. **16.99**

TEX MEX POLLO LOCO No one does chicken fried chicken like we do. House-made biscuit with buttermilk fried chicken breast, smothered in our spicy, cheesy, chorizo country gravy topped with two eggs your way & scallions. Served with crispy hash browns & a roasted jalapeno. **16.99**

CHIX & FRENCH TOAST STACK Two thick slices of our Butcho French toast stuffed with shaved country ham, hickory smoked bacon and cheese then topped with our famous Southern-fried chicken breast drizzled with honey butter and two cheesy scrambled eggs then drizzled with maple syrup. **16.99**

STUFFED CALJUN CHEESE STEAK BISCUIT Buttermilk baby drop biscuit stuffed with shaved Ribeye steak marinated in garlic butter & Cajun seasonings, griddled with green peppers, onions and mushrooms then topped with two eggs over easy smothered in our house-made smoky pepper jack cheese sauce atop crispy hash browns. **16.99**

SAUSAGE HEAD BISCUIT Buttermilk baby drop biscuit stuffed with Andouille sausage & crumbled chorizo, griddled with jalapenos and onions then topped with two eggs over easy smothered in our house-made smoky pepper jack cheese sauce and sliced avocado atop crispy hash browns. **16.99**

BENNYS

Served with our crispy hash browns or a cup of seasoned fruit.

CLASSIC BENNY Toasted English muffin topped with griddled Canadian bacon, poached eggs & our creamy Hollandaise. **14.99**

COUNTRY BENNY House-made sausage patties on a biscuit topped with poached eggs & country gravy. **15.99**

DIRTY BIRD BENNY Smashed Potato Topped with house made drop biscuit, our famous southern fried chicken breast, poached eggs, cajun cream sauce and scallions. **16.99**

CAROLINA BENNY Toasted English muffin topped with fried green tomatoes, guacamole, hickory smoked bacon, poached eggs, scallions & drizzled with our house-made Remolada Sauce. **15.99**

CRAB CAKE BENNY Toasted English Muffin, topped with golden fried crab cakes, wilted spinach, poached eggs, and a cajun cream sauce garnished with pickled cherry peppers. **16.99**

BAYOU BENNY Golden-fried crab cakes topped with andouille sausage, griddled green peppers, onions, jalapeno, two poached eggs and cajun cream sauce. **16.99**

PANCAKES

Add fresh strawberries, blueberries, banana, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote, blueberry compote, crumbled hickory smoked bacon + \$2. May order gluten free + \$3

B-U-T-T-E-R-M-I-L-K A full stack of our signature pancakes served with butter & warm maple syrup. **16.99**

BUMBERJACK Two large buttermilk pancakes, a slice of country ham, two hickory smoked bacon strips, two sausage links, 2 eggs your way & crispy hash browns. **17.99**

2 X 2 X 2 Pancakes, 2 eggs your way, 2 bacon or 2 pork sausage links. **14.99**

BANANA CRUNCH Pancakes filled with granola & fresh bananas topped with cinnamon butter, pecans, more fresh bananas & whipped cream. **13.99**

CINNAMON SWIRL A delicious swirl of cinnamon butter-infused pancakes topped with our creamy cream cheese icing. **13.99**

MORE SMORES Chocolate chip pancakes drizzled with chocolate syrup & marshmallow sauce, topped with whipped cream & graham crackers. **13.99**

GRANNY'S STREUSEL CAKES Pancakes layered with apple butter topped with cinnamon apples and a house baked streusel topping, dusted with powdered sugar. **13.99**

THE SILVER SKILLET Two large pancakes stuffed with sausage, ham and hickory smoked bacon, soaked with warm maple syrup and topped with cheesy scrambled eggs and two strips of bacon. **15.99**

LOADED CORNBREAD PANCAKES Stuffed with bacon, corn, green onion and cheddar cheese. Served with a thick cut slice of our BBQ rubbed pork belly & your choice of two eggs your way. **17.99**

FRENCH TOAST

Our egg breads are the champions of brunch. Served to golden perfection. Add fresh strawberries, blueberries, banana, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote or blueberry compote + \$2.00. May order gluten free + \$2

SIMPLY THICK Soaked in our vanilla-infused buttermilk batter. **15.99**

THE FRENCH LADY Half order of French toast, 2 eggs your way with 2 bacon or 2 pork sausage links. **13.99**

APPLE STREUSEL French toast Stuffed with a sweetened cream cheese topped with cinnamon apples, a house baked streusel topping, whipped cream and caramel drizzle. **15.99**

BANANA ANNA House-made banana walnut bread, baked with chocolate chips & dipped in our special batter, topped with fresh banana slices, drizzled with sea salt caramel garnished with walnuts & a dust of powdered sugar. **15.99**

FRENCH TOAST EXTREME Stuffed with our in house sweet cream cheese topped with fresh bananas, fresh blueberries, sea salt caramel sauce, house-made strawberry compote, pecans & whipped cream. **15.99**

BREAKFAST

GRIT BOWLS & OATS

If you didn't like grits before, you'll be sure to love them now.

- ② **CAJUN SHRIMP & JALAPINO CHeddar GRITS** Creamy white cheddar grits with fresh shrimp, lemons, jalapeños, mushrooms, minced garlic, Cajun spices & a blend of cheeses melted in our house-made Cajun cream sauce & topped with two eggs over easy. **17.49**
- FRIED GREEN TOMATOES & CHeddar GRITS** Creamy white cheddar grits topped with fried green tomatoes, spinach, mushrooms and two eggs over easy then drizzled with our house-made Cajun cream sauce. **16.49**
- GEORGIA CATFISH & JALAPINO CHeddar GRITS** Creamy white cheddar grits with lemons, jalapeños, mushrooms, minced garlic, Cajun spices & a blend of cheeses served in our house-made Cajun cream sauce & topped with two eggs over easy and a fried catfish fillet. **17.49** | Add 3 Cajun Shrimp + \$5
- OLD FASHIONED OATMEAL BOWL** Simply served with milk and brown sugar. **7.99** Choose any topping for +1 | strawberries, blueberries, bananas, pecans, walnuts or raisins.

CRÊPES & BLINTZES

Our take on French style pancakes, made with a splash of buttermilk & topped up with sweet toppings & flavored syrups.

Add fresh strawberries, blueberries, bananas, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote or blueberry compote + \$2.00

PLAIN CRÊPES Simply served with butter & warm maple syrup. **13.99**

CHEESE BLINTZES Crêpes filled with our house-made blintz cheese.

Served same way as above. **14.49**

BANANA NUTELLA Multi-layer-mouth crêpes layered with hazelnut chocolate spread, fresh banana slices, fresh strawberries & crushed walnuts with whipped cream. **16.49**

- ② **CINNAMON APPLE BLINTZES** Crêpes infused with cinnamon butter, filled with roasted cinnamon apples & our house-made blintz cheese. Topped with more cinnamon apples & pecans. Drizzled with sea salt caramel sauce & lightly dusted with powdered sugar. **15.99**

WAFFLES

Add fresh strawberries, blueberries, bananas, chocolate chips, pecans, cinnamon apples, cherry compote, strawberry compote, blueberry compote, drizzled honey roasted bacon + \$2.00

BELGIUM Simply served with butter & warm maple syrup. **10.99**

WAFFLE COMBO A Belgian waffle, 2 eggs your way with 2 bacon or 2 pork sausage links. **14.99**

- ② **BIG SOUTH** Belgian waffle drizzled with honey butter & warm maple syrup, two bacon, two eggs links and two pieces of fried chicken (leg & thigh), two eggs your way & crispy hash and 16.99 | White meat + 1

WILBUR'S CHIX & WAFFL... 3 One Belgian Waffle, 2 pieces fried chicken (leg & thigh), 2 eggs your way, fresh brownie or gelato. **17.99** | Substitute for fried coffee + \$3

STEAKS, CHOPS & EGG SHOPPE

All served with crispy hash browns & hash or potatoes.

Substitute egg whites + \$3

We suggest upgrading to a Signature Pancake + \$2.00 or House Made Brownie (green pepper, onion and smoky pepper jam cheese sauce) + \$3.00

BROILED SKIRT STEAK & EGGS Seasoned just right & served with two eggs your way. **26.99**

- ② **SMOTHERED PORK CHOPS** Two bone-in pork chops breaded & fried with golden brown, smothered in our house-made country gravy & served with two eggs your way. **17.99**

SILVER Baseball of top choice charcoal-broiled perfection & served with two eggs your way. **21.99**

BREAKFAST SIDES & MORE

SAUSAGE PATRIS 5.99

SAUSAGE LINKS 4.99

HICKORY SMOKED BACON 4.99

TURKEY SAUSAGE 4.99

COUNTRY HAM 3.99

CORNED BEEF HASH 3.99

CANADIAN BACON 4.99

HOUSE HASH BROWNS 5.99

HASH BROWNS 3.99

COUNTRY GRAVY 2.99

CHORIZO COUNTRY GRAVY 3.99

PEARL SUGAR WAFFLE 3.99

CUP OF OATMEAL OR GRITS 3.99

LUNCH

SANDWICHES

Served with crispy french fries & a cup of soup (Substitute side salad \$1)

Upgrade to sweet potato fries \$2

B.L.T. CLUB Layers of hickory smoked bacon, crisp lettuce, tomatoes and mayo on white toast. **15.99**

- ② **THE CUBANO** Slow roasted pulled pork, shaved country ham, white cheddar, Dijon mustard, light BBQ sauce & mayo with sweet & spicy pickles then pressed to perfection on a ciabotta bun. **16.99**

- ② **THE SOUTHERN CHICKEN** Buttermilk breaded chicken breast, fried to a golden brown, topped with hickory smoked bacon, cheddar cheese, mayo, crisp lettuce, tomato & served on a ciabotta bun. **16.99**

RUBY REUBEN House-made corned beef, sauerkraut & Swiss cheese on Rye. **16.99**

TUNA MELT House-made tuna salad with American cheese on Rye. **16.49**

THE CHUB CLUB Layers of hickory smoked bacon, turkey, tomatoes, American cheese, avocado, crisp lettuce & mayo on white toast. **16.99**

- ② **AVOCADO SANTA FE CHICKEN SANDWICH** Grilled chicken with avocado, roasted red peppers, crisp lettuce, tomato, pepper jack cheese & Cajun ranch served on toasted ciabotta bread. **16.99**

CARIN CHEESE STEAK Tender slices of shaved Ribeye steak marinated in garlic butter & Cajun seasonings, roasted with caramelized onion, green peppers, mayo, and white American cheese. **16.49**

GRILLED CHEESE Buttered & grilled sour dough bread, thin slices of country ham, Hickory smoked bacon, fried green tomatoes, smoked gouda & white cheddar cheese. **14.49**

SOUP COMBO / HALF SANDWICH Your choice of turkey, ham, corned beef, chicken salad or tuna salad with a bowl of soup. **11.99** | Add cheese + 1

CAJUN SHRIMP PO'BOY Loads of fresh shrimp sautéed with Cajun Spices on a garlic toasted ciabotta roll with fried green tomatoes, shredded lettuce and our house-made Remoulade sauce. **16.99**

NASHVILLE HOT Fried chicken breast basted with a very spicy paste made in house, topped with American cheese, creamy coleslaw and sweet & spicy pickles. **16.49**

CHAR-BURGERS

Half Pound Double Burger, Served with crispy french fries & a cup of soup (Substitute side salad \$1) Upgrade to sweet potato fries \$2

BACON WILD C.B. Mayo, lettuce, tomato, caramelized onion, white American cheese, hickory smoked bacon. **16.99**

- 1 **SOUTHWEST BURGER** Lettuce, tomato, chorizo, American cheese and roasted jalapeño. **16.99**

DANO BURGER Remoulade sauce, hickory smoked bacon, sautéed mushrooms, caramelized onions, smoked gouda cheese. **16.99**

CRIBBLED PATTY Classic patty melt on grilled rye bread with caramelized onions, American & Swiss cheeses. **18.99**

LUNCH ENTREES

Available after 11 AM | All entrees come with a cup of soup or side salad. Complete dinner includes soup & salad + \$2

- ② **ROSCOE'S CATFISH** 2 fresh catfish fillets breaded & fried to perfection. Served with tartar sauce, one side & cornbread or biscuit. **17.99**

DIRTY MAMA Our fresh baked corn bread stacked with smashed potatoes, country gravy and chicken fried chicken. **17.99**

- ② **QUMBO-LAYA (SPICY STEW)** A real southern favorite that's rich, tangy & full of zesty flavors with a bit heavy on the spice for a loving sweet burn. Chicken, shrimp, Andouille sausage, carrots, red peppers & onions served over white rice topped with collards. **17.99**

CHICKEN TENDERS Fresh chicken breast sliced, buttermilk breaded & fried to a golden brown. Served with crispy french fries, our house-made BBQ sauce & a cup of soup. **15.99**

WRAPS & SALADS

Delicious mixings & big taste. Served with a cup of soup. Dressings: Ranch, Blue Cheese, Thousand Island, Creamy Caesar, Balsamic Vinaigrette, Cajun Ranch, Jalapeño Ranch or Raspberry Vinaigrette

BREAKFAST WRAP Flour tortilla filled with smoked beef brisket, hickory smoked bacon, jalapeño, onions, cheddar cheese, lettuce, tomato and bbq Ranch. **17.99**

BUFFALO CHICKEN WRAP Buttermilk breaded chicken breast, fried to a golden brown, dipped in hot sauce & wrapped with crumbled blue cheese, shredded iceberg lettuce, tomatoes & house-made ranch dressing. **15.99**

- ② **CRABBY BLY SALAD** Fresh romaine lettuce, diced tomato, chopped bacon, diced avocado drizzled with Ranch dressing and topped with 2 crab cakes. **16.49**

CAESAR SALAD Fresh romaine lettuce tossed in our house-made creamy Caesar dressing, topped with croutons & parmesan cheese. **13.99** | Add Chicken + \$5

COBB SALAD C-rip garden greens with fresh tomatoes, avocado, chopped egg, bacon & blue cheese. Topped with lemon butter char-broiled chicken. **16.49**

- ② **THE ZESTY TEXAN** Fresh romaine lettuce, green & red cabbage, fresh chopped tomatoes, black beans, corn, shredded cheddar cheese, seasoned crispy tortilla strips topped with our buttermilk breaded chicken breast. Served with our house-made jalapeño ranch dressing. **16.99**

SLENDRELLA CHICKEN SALAD Crisp garden greens topped with Mandarín wedges, pecans, apples, raisins, avocado, crumbled blue cheese & strips of char-broiled chicken. Served with our house-made raspberry vinaigrette. **16.49**

LUNCH SIDES & MORE

KRINKLE FRIES 4.99

HOUSE-MADE CHIPS 3.99

SMASHED POTATOES & GRAVY 3.99

SWEET POTATO FRIES 4.99

CREAMY COLE SLAW 3.99

CORN 3.99

PORK COLLARD GREENS 3.99

BROCCOLI 3.99

CORNBREAD 3.99

2 ROASTED JALAPEÑOS 3.00

FRIED GREEN TOMATOES 3.99

HOME OF THE NASTY BISCUIT BREAKFAST & LUNCH SPECIALS

Stuffed Blueberry Lavender Pancakes \$ 16.99

Two fluffy and moist pancakes bursting with fresh blueberries, toasted almonds and stuffed with sweet cream cheese. Topped with more toasted almonds, sweet cream cheese and more fresh blueberries. Drizzled with our special Blueberry Lavender puree and lightly dusted powder sugar.

The Nasty Pig Skillet \$19.99

Thick cut BBQ rubbed pork belly with onions, jalapeños, cheddar cheese, and BBQ ranch. Topped with two eggs your way. Served with our home-made drop biscuit and your choice of toast or pancakes.

Pork Belly Burger \$17.99

Thick cut BBQ rubbed pork belly atop our double char-burger with American cheese, mayo, lettuce, tomato and grilled onions. Topped with an over medium egg on a toasted brioche bun. Served with a side of crispy kinkle fries and a cup of soup.

SPECIALTY DRINKS 9.99 12.99

- ◆ Coconut Russian Latte
- ◆ Coconut Vanilla Chai
- ◆ Espresso Martini
- ◆ Irish Cream Coffee
- ◆ Kahua Salted Caramel Fudge
- ◆ Kahua Dark Chocolate Fudge
- ◆ Watermelon Martini

ICED TEA & LEMONADES

- | | |
|--------------|------------|
| Blackberry | Mango |
| Coconut | Fresh |
| Cotton Candy | Raspberry |
| Desert Pear | Strawberry |
| Kiwi Mango | Watermelon |

MIMOSAS

- | | | | |
|---------------------|--------------------|------------------------|------------------|
| ~Blueberry Lavender | ~ Hibiscus | ~ Blood Orange | ~Watermelon |
| ~Cotton Candy | ~Jack Frost | ~Princess Violet | ~Watermelon Mint |
| ~Desert Pear | ~ Orange Pineapple | ~Pomegranate | ~Mango Pineapple |
| ~Cherry Bomb | ~Kiwi Mango | ~Cranberry-Pomegranate | ~SunSet |
| ~Dragon Fruit | ~Kiwi Strawberry | | |
| ~Elderflower Peach | ~ Guava | | |

CONSUMER ADVISORY

Consuming raw or undercooked meats poultry seafood or eggs
may increase risk of foodborne illness.

HOT/ICED/FROZEN

Americano
Cappuccino
Single & Double Espresso
Plain Latte
Almond Joy
Cafe Mocha
Caramel Macchiato
Caramel Mocha Hazelnut
Caramel Chai Tea
Chai Tea
Cold Brew
Coffee Cake
Dark Chocolate Raspberry
Dark Chocolate Peppermint

Frosted Cinnamon Roll
Mocha Coconut
Mint Mocha
Nitro
Oatmeal Cookie
Nutty Irish
Salted Caramel Mocha
Snickerdoodle Cookie
Sugar Cookie
Vanilla Chai
White Chocolate Peppermint
White Chocolate Raspberry
White Choc. Rasp. Cheesecake
White Chocolate Mocha

HOT CHOCOLATE

Cinnamon
Hazelnut
Peppermint
Salted Caramel
S'mores
Snickerdoodle Cookie

FRAPPUCCINO

Caramel Chocolate Chip
Dark Chocolate Strawberry
S'mores
Frozen Hot Chocolate
Frozen Horchata
Oreo
Reese's
Turtle Macchiato
White Chocolate Strawberry
Willy Wonka
S'mores Frozen Hot Chocolate

SHAKES

Caramel Coffee
Chocolate Coffee
Churro
Oreo
Mango Pineapple
Mint Oreo

No Refills

ICED TEA & LEMONADES

Blueberry
Coconut
Cotton Candy
Desert Pear
Dragon Fruit
Kiwi Mango

Mango
Peach
Raspberry
Strawberry
Watermelon

SEASONAL

Caramel Apple
Pumpkin Pie (Shake)
Pumpkin Pie (Late)
Pumpkin Cheesecake
Pumpkin Spice Macchiato
Red Velvet
Shamrock (Shake)

SMOOTHIES

BREAKFAST - Vanilla ice cream, milk, oatmeal, banana, and cinnamon.

NUTELLA - Vanilla ice cream, milk, Nutella, and banana.

PARADISE - Vanilla ice cream, milk, strawberry, banana, kiwi, and pineapple.

PEANUT BUTTER CUP - Vanilla ice cream, milk, peanut butter, chocolate chips and banana.

TRIPPLE BERRY - Vanilla ice cream, milk, blueberry, raspberry, and strawberry.

VEGAN - Almond milk, banana, flax seeds, pecans, and maple syrup.

JUICE BLENDS

SLIM & SASSY - Orange Juice, kiwi, strawberry, and banana.

BERRY QUENCHER - Orange Juice, raspberry, blueberry, and strawberry.

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 Darpan Patel

Title Secretary

Business Name The Southern Cafe

Address 1590 E. Main St. ST. Charles, IL 60174

D.S. Patel
Signature

02/20/2024
Date

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

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

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

BUSINESS CONTACT INFORMATION

Corporate name: SouthernCafe CPD Inc.

DBA: The Southern Cafe

Phone: 630-945-3437

Fax:

E-mail: SouthernCafe2@gmail.com

Address:

1590 E. Main st.

City:

St. Charles

State:

IL

ZIP Code: 60174

Expected date of business opening (Required): 03/01/2024

TAX PREPARER INFORMATION

Name of Tax Preparer:

Dhaval Patel, CPA, CMA

Pinnacle Financials

Phone:

847-558-8100

Fax:

847-620-2928

E-mail:

d.patel@pinnacle.Tax

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.