

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IIA2

Title:

Recommendation to approve a Proposal for a Class A6 Liquor License for Deepa Foods, Inc., d/b/a 7-Eleven located at 2400 E. Main St., St. Charles.

Presenter:

Jim Keegan, Police Chief

Meeting: City Council

Date: September 4, 2018

Proposed Cost:

Budgeted Amount:

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

This is an application request for an A6 Liquor license for Deepa Foods, Inc., d/b/a 7-Eleven, located at 2400 E. Main St., St. Charles.

*This was presented at the August 20, 2018 Government Operations Committee meeting where it received a vote of 7 - 1 in favor this item.*

**Attachments** *(please list):*

Memo, Application, BASSET Information, Site Plan, Lease, Business Plan, COI

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve a Proposal for a Class A6 Liquor License for Deepa Foods, Inc., d/b/a 7-Eleven located at 2400 E. Main St., St. Charles.



# Memo

Date: 8/14/2018

To: The Honorable Ray Rogina, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation- Deepa Foods Inc. d/b/a 7-11 / 2400 E. Main Street (A-6)

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

As you are aware, City Council recently modified our city code allowing alcohol sales inside gas station/mini-marts as follows (*A-6 Class A-6 licenses shall authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in gas stations and/or convenience stores where the retail sale of packaged alcoholic liquor is secondary to the sale of either gasoline products and/or miscellaneous convenience store items and the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less of the gross square footage*).

Sales can only occur between 7:00am and 10:00pm daily.

The site location/floor plans and the corresponding application materials were reviewed by my staff. Dram Shop insurance, alcohol education training and their remaining paperwork was in order. I recommend alcohol sales subject to City Council approval.

Thank you in advance for your consideration in this matter.

# City of St. Charles, Illinois Liquor Control Commissioner

## CITY RETAIL LIQUOR DEALER LICENSE APPLICATION

APPLICATION FEE IS NON-REFUNDABLE

Incomplete applications will not be accepted.

Completed applications may be submitted to:

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



Date Application Received: 7-23-2018 ☒ New Application ☐ Renewal Application

### APPLICATION CHECKLIST

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

### OFFICIAL USE ONLY

☐ Approved\* ☐ Denied Date Approved/Denied: \_\_\_\_\_ Customer Number: \_\_\_\_\_

Signature of Mayor, Liquor Control Commissioner \_\_\_\_\_

Date Issued \_\_\_\_\_

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

07.05.2016

A6

APPLICANT INFORMATION					
A. Type of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other (explain):					
B. Business Name: <b>7-ELEVEN</b>					
C. Business Address: <b>2400 EAST MAIN ST. CHARLES, IL 60174</b>					
D. IL Tax ID Number: <b>0281-9938</b>		E. Business Phone: <b>630-584-0220</b>		F. Business E-mail: <b>Pgoud7@gmail.com</b>	
G. Business Website:		H. Contact Person: <b>PRAVEEN GOND</b>		I. Title: <b>PRESIDENT</b>	
J. Phone No.: <b>847-401-4150</b>		K. If Corporation, Corporation Name: <b>DEEPA FOODS INC</b>			
L. Corporation Address (city, state, zip code): <b>704 W. EASTON CT, PALATINE, IL 60067</b>					
BUSINESS ESTABLISHMENT LOCATION INFORMATION					
A. Type of Establishment: <input type="checkbox"/> Package <input type="checkbox"/> Restaurant <input type="checkbox"/> Tavern <input type="checkbox"/> Hotel/Banquet/Arcade/Q-Center <input checked="" type="checkbox"/> Other					
B. Address applying for liquor license (exact street address): <b>2400 EAST MAIN ST.</b>		C. Number of Parking Spaces: <b>15</b>		D. Outside Dining s.f. [17.20.020-R]:	
E. Total Building s.f.:		F. Total Number of Seats:		G. Holding Bar s.f. [5.08.010-F]:	
H. Total Building s.f.:		I. Total Number of Seats:		J. Live Entertainment Area s.f. [5.08.010-H]:	
K. Kitchen s.f.:		L. Cooler s.f.:		M. Dry Storage s.f.:	
N. Kitchen s.f.:		O. Seating Area s.f.:		P. Retail/public Area s.f.:	
Q. Brief Business Plan description based on type of establishment listed above:  <b>CONVENIENCE STORE</b>		R. Service Bar s.f. [5.08.010-Q]:			
MANAGER INFORMATION					
Full Name, include middle initial: <b>MUBHASHAR KHAN</b> Title: <b>MANAGER</b>					
Birth Date: <input type="text"/>		Birth Place: <input type="text"/>		Driver's License # <input type="text"/> Home Phone: <input type="text"/>	
Home Address: <input type="text"/>					
Full Name, include middle initial: <input type="text"/> Title: <input type="text"/>					
Birth Date: <input type="text"/>		Birth Place: <input type="text"/>		Driver's License # <input type="text"/> Home Phone: <input type="text"/>	
Home Address: <input type="text"/>					
Full Name, include middle initial: <input type="text"/> Title: <input type="text"/>					
Birth Date: <input type="text"/>		Birth Place: <input type="text"/>		Driver's License # <input type="text"/> Home Phone: <input type="text"/>	
Home Address: <input type="text"/>					

**PROPOSED FLOOR PLAN/ LAYOUT OF PROPERTY**

**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:**

**CLASS B LICENSES**

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

**CLASS C LICENSES**

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

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

**CORPORATION / PREMISES QUESTIONS**

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>List the type of business of the applicant (5.08.070-3): <b>CONVENIENCE STORE</b></p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): <b>10+ years.</b></p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): <b>\$60,000</b></p>
5.	<p>Location/address and description of business to be operated under this applied for license (5.08.070-6):  <b>240 EAST MAIN ST, ST. CHARLES, IL. Purely Convenience Store selling Fleish food, milk, candy, lotteries about 1000 sq ft</b></p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>

9.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued.</p>
10.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, date building permit was applied for with Building &amp; Code Enforcement:</p>
11.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>
12.	<p>Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
13.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit:</p> <p>Date: 08/2008 Location, City/State: Schaumburg/IL</p> <p>Special Explanations:</p> <p>Government Unit:</p> <p>Date: Location, City/State:</p> <p>Special Explanations:</p>
14.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>

15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <u>01/29/2018</u></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, date(s): _____</p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: _____</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

20.	Mandatory: Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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COMMENTS/ADDITIONAL INFORMATION

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**BASSET TRAINING**

Please list employees required to have BASSET 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: **MUCHASHAR** **ICHAH**  
(First) (Last) (Middle) Manager  
Home Street Address: [REDACTED]  
City, State, Zip: [REDACTED]  
Date of Course: **7/16/2018** Place Course was Taken:  
Birthdate: Certificate Granted: Expiration:

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

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

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

**NEW MANAGEMENT REQUIREMENTS**

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

It is the responsibility of the person to keep copies of all BASSET certificates on file for their employees.

**APPLICATION FOR LATE NIGHT PERMIT****SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C**

To: St. Charles Liquor Control Commission

Date:

I now possess or have applied for a liquor license Class

Applicant's Name:

PRAVEEN K. CHOD

Name of Business:

7-ELEVEN

Business Address:

2400 E. MAIN ST, ST. CHARLES, IL 60174

Business Phone:

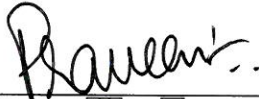
630-584-0220

**SUPPLEMENTAL PERMIT APPLIED FOR**

Payment of Late Night Permit fee is required at the time the permit is issued.

☒ 1:00 a.m. Late Night Permit – fee of \$800.00☐ 2:00 a.m. Late Night Permit – fee of \$2,300.00

NOTE Other permits that may be available upon request include:

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

Applicant's Signature

☐ Liquor Commissioner hereby directs City Clerk to issue permit indicated above.

Liquor Commissioner's Signature

Date

**ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION****To be completed by the City of St. Charles Police Department**

Date: \_\_\_\_\_ Name of Applicant: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Ward Number: \_\_\_\_\_

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

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

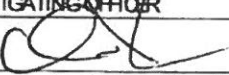
1. Date on which applicant will begin selling retail alcoholic liquors at this location: \_\_\_\_\_

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 ☒ No3. If the answer to question 2 is yes, answer the following. Is applicant's place of business a place 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 ☐ NoIf 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 ☐ No5. Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? ☐ Yes ☒ No6. Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.) ☐ Yes ☒ No7. If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: ☐ Yes ☒ No

8	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9	Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12	From your observation and investigation, has applicant to the best of your knowledge truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions
13	Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by <u>Sullivan</u> Date <u>07/24/18</u>
14	Other necessary data
<b>SIGNATURES</b>	
<b>ENDORSEMENTS AND APPROVALS</b>	
<b>INVESTIGATING OFFICER</b>	
	<u>Commander 323</u>
Investigating Officer Signature	Badge Number & Rank
<b>ENDORSEMENT OF THE CHIEF OF POLICE</b>	
Recommend Issuing Liquor License <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>James T. Heggen</u>	<u>8/16/18</u>
Signature Of Chief of Police	Date

MEMORANDUM OF LEASE  
(Shopping Center)

THIS LEASE is made on the 8th day of February, 1989, by and between CAPITOL BANK AND TRUST, not personally but as Trustee under a Trust Agreement dated April 27, 1988 and known as Trust No. 1497, hereinafter referred to as "Lessor", and WHITE HEN PANTRY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements thereon or to be constructed thereon, situated in the Village of St. Charles, County of Kane and State of Illinois, designated as "WHITE HEN PANTRY" and "BOTTLE CAGE" on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NWC of Dunham and North Avenue.

The term shall begin approximately October, 1989, and shall end approximately October, 2004, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 6.1. Use. The Leased Premises may only be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises to a different use, permitted without variance of applicable zoning and other governmental rules and ordinances, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the intended use conflicts with an existing exclusive use in the Shopping Center and, therefore, will be prohibited. Upon request, Lessor shall provide to Lessee notice of all such existing exclusive uses in the Shopping Center. If Lessor does not notify Lessee that the intended use is not approved within thirty (30) days, then said new intended use shall be deemed approved. Nothing in this Lease shall be deemed to require business to be conducted on the Leased Premises. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors (provided appropriate liquor licenses are obtained) and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees, customers and invitees. Lessee may, subject to all local ordinances, use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (i) provide all of the Common Facilities for such use at all times, except during reasonable

Return to: R. E. O'Connell Jr.  
1000661

periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner in Lessee's opinion that would in any way effect Lessee's operation of business from the Leased Premises without the prior written consent of Lessee, provided, however, that such consent shall not be required in the event such change is required by governmental rule, regulation or ordinance, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, game center, theater, health center and adult book store), and (ii) no portion of the Shopping Center within 30 feet of the perimeter of the Leased Premises shall be used or occupied as a sit-down restaurant, a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, one sit-down restaurant other than a "TCBY" shall be permitted in the Shopping Center provided the same is located at least 60 feet from the perimeter of the Leased Premises. A "TCBY" frozen yogurt store shall be permitted provided the same is at least 40 feet from the perimeter of the Leased Premises.

Section 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. Notwithstanding the foregoing, a retail beauty supply store shall be permitted. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, salads or other bulk delicatessen items. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

CAPITOL BANK AND TRUST, not  
personally but as Trustee  
as aforesaid

By James K. Crowley  
ATC Vice President

Attest Robert J. Smith  
Secretary

This statement is based solely  
on information and belief, upon  
information furnished by the  
beneficiary or beneficiaries of the  
aforesaid trust. The undersigned  
has no personal knowledge of any  
of the facts or statements herein

WHITE HEN PANTRY, INC.

By Allen S. Davis  
Vice President

Attest Robert J. Smith  
Secretary

LESSOR

LEGAL DESCRIPTION  
NWC of Rt. 64 & Dunham  
St. Charles, Illinois

\*\*\*PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

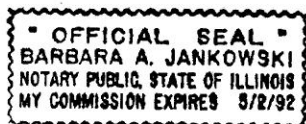
THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT NO. 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

STATE OF )  
 ) SS.  
COUNTY OF )

I, BARBARA A. Jankowski, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SHARON K. CROLEY, personally known to me to be the ASST. President of TRUST OFFICER, CAPITAL BANK AND TRUST and ROBERT JONES, personally known to me to be the ATD Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as ATD President and ATD Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of February, 19 89.

My Commission expires: 5/2/92



Barbara A. Jankowski  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Allen S. Davis, personally known to me to be the Vice President of White Hen Pantry, Inc. and Robert Smith, personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as Vice President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of February, 19 89.

My Commission expires:

May 17, 1989

Charlotte M. Balk  
Notary Public

This instrument prepared by

Name BS Banks

MEMORANDUM OF LEASE  
(Shopping Center)

THIS LEASE is made on the 8th day of February, 1989, by and between CAPITOL BANK AND TRUST, not personally but as Trustee under a Trust Agreement dated April 27, 1988 and known as Trust No. 1497, hereinafter referred to as "Lessor", and WHITE HEN PANTRY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements thereon or to be constructed thereon, situated in the Village of St. Charles, County of Kane and State of Illinois, designated as "WHITE HEN PANTRY" and "BOTTLE CAGE" on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on said Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NWC of Dunham and North Avenue.

The term shall begin approximately October, 1989, and shall end approximately October, 2004, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

**Section 2.2. Options.** Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

**Section 6.1. Use.** The Leased Premises may only be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises to a different use, permitted without variance of applicable zoning and other governmental rules and ordinances, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the intended use conflicts with an existing exclusive use in the Shopping Center and, therefore, will be prohibited. Upon request, Lessor shall provide to Lessee notice of all such existing exclusive uses in the Shopping Center. If Lessor does not notify Lessee that the intended use is not approved within thirty (30) days, then said new intended use shall be deemed approved. Nothing in this Lease shall be deemed to require business to be conducted on the Leased Premises. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors (provided appropriate liquor licenses are obtained) and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees, customers and invitees. Lessee may, subject to all local ordinances, use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (i) provide all of the Common Facilities for such use at all times, except during reasonable

periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner in Lessee's opinion that would in any way effect Lessee's operation of business from the Leased Premises without the prior written consent of Lessee, provided, however, that such consent shall not be required in the event such change is required by governmental rule, regulation or ordinance, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, game center, theater, health center and adult book store), and (ii) no portion of the Shopping Center within 30 feet of the perimeter of the Leased Premises shall be used or occupied as a sit-down restaurant, a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, one sit-down restaurant other than a "TCBY" shall be permitted in the Shopping Center provided the same is located at least 60 feet from the perimeter of the Leased Premises. A "TCBY" frozen yogurt store shall be permitted provided the same is at least 40 feet from the perimeter of the Leased Premises.

Section 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. Notwithstanding the foregoing, a retail beauty supply store shall be permitted. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, salads or other bulk delicatessen items. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

CAPITOL BANK AND TRUST, not  
personally but as Trustee  
as aforesaid

WHITE HEN PANTRY, INC.

By Sharon K. Crowley Vice President

By Allen S. Davis Vice President

Attest Robert J. Jones Secretary

Attest Robert J. Jones Secretary

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein

LESSOR

LESSEE

LEGAL DESCRIPTION  
NWC of Rt. 64 & Dunham  
St. Charles, Illinois

\*\*\*PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

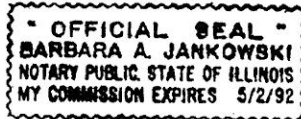
THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT NO. 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

STATE OF )  
 ) SS.  
COUNTY OF )

I, BARBARA A. JANKOWSKI, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that SHARON K. CRAWLEY, personally known to me to be the ASST. President of TRUST OFFICER CAPITAL BANK AND TRUST and ROBERT D. JONES, personally known to me to be the ASST. TRUST OFFICER Secretary of said corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said Instrument of writing as ATC President and ATC Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of February, 1989.

My Commission expires: 5/2/92



Barbara A. Jankowski  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF 'DU PAGE )

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Allen S. Davis, personally known to me to be the Vice President of White Hen Pantry, Inc. and Robert Smith, personally known to me to be the Secretary of said corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said Instrument of writing as Vice President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of February, 1989.

My Commission expires:

May 17, 1989

Charlotte M. Balk  
Notary Public

# L E A S E (Shopping Center)

THIS LEASE is made on the 8th day of February, 1989, by and between CAPITOL BANK AND TRUST, not personally but as Trustee under a Trust Agreement dated April 27, 1988 and known as Trust No. 1497, hereinafter referred to as "Lessor", and WHITE HEN PANTRY INC., a Delaware corporation, hereinafter referred to as "Lessee".

## ARTICLE 1. PREMISES

Section 1.1. Leased Premises and Shopping Center. In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements to be constructed thereon as hereinafter provided, situated in the Village of St. Charles, County of Kane and State of Illinois, designated as "WHITE HEN PANTRY" and "BOTTLE CAGE" on Exhibit A hereto attached (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Facilities. The entire tract of land shown on Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit AA hereto attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NWC of Dunham & North Avenue.

## ARTICLE 2. TERM

Section 2.1. Original Term. The term shall begin on the earlier of (i) the day Lessee opens for business with the public in the Leased Premises, or (ii) the one hundred twentieth (120th) day following the acceptance by Lessee of Lessor's Leased Premises Improvements (excluding Lessee's Work) and shall end on the last day of the fifteenth (15th) lease year. Within thirty (30) days after the beginning of the term, Lessee shall certify the beginning and ending dates of the term in a letter to Lessor.

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 2.3. Lease Year. The term "lease year" shall mean a period of thirteen (13) consecutive accounting periods. The first lease year shall begin on the date of the beginning of the term if such date occurs on the first day of an accounting period; if not, then on the first day of the first accounting period succeeding the beginning of the term. Subsequent lease years shall run consecutively, each beginning on the first day of the accounting period succeeding the completion of the previous lease year.

Section 2.4. Accounting Period. Lessee's fiscal year consists of the 52 (or 53) calendar weeks beginning on the Sunday immediately following the Saturday nearest to January 31 and ending on the Saturday nearest to the following January 31 (53-week fiscal years are 1989-1990, 1995-1996, 2000-2001, 2006-2007, 2012-2013, 2017-2018). Each fiscal year is subdivided for accounting purposes into thirteen (13) accounting periods of four (4) weeks each, except that the thirteenth (13th) or last accounting period in a 53-week fiscal year contains five (5) weeks. The term "accounting period" used in this Lease means said four-(or five-) week accounting period.

### ARTICLE 3. RENT

Section 3.1. Rent Payee. Rent checks shall be made payable to Lessor until Lessee is otherwise notified in writing by Lessor at least ten (10) days prior to the rent payment date on which the change in payee is to be effective, and rent checks shall be mailed to c/o Harold J. Carlson, P.O. Box 929, Rosemont, IL 60018 until Lessee is otherwise notified in writing within such time by Lessor or the then payee. In the event that the Lessor's interest in this Lease shall pass or devolve upon another, or in the event that one other than the Lessor or the designated rent payee shall become entitled to collect the rent, then in any such event notice of the fact shall be given to the Lessee by the Lessor; or, if the Lessor is an individual and shall have died or become incapacitated, by the Lessor's executors, administrators or legal representatives, together with due proof of the status of such executors, administrators or legal representatives, and until such notice and proof the Lessee may continue to pay rent to the one to whom the last preceding installment of rent was paid and each such payment shall to the extent thereof fully exonerate Lessee. Notwithstanding the foregoing, (i) Lessee may, but in the absence of notice and proof given as above provided shall be under no obligation to, pay rent to such one other than the Lessor, or the designated rent payee, who may become legally entitled to receive such rent; and (ii) Lessee shall be fully protected in acting upon any notice purporting to be signed by or on behalf of the one who should give such notice and believed by Lessee in good faith to be genuine.

Section 3.2. Rent. Lessee shall pay as rent the sum of \$25,210.00 per lease year during the first lease year hereof; the sum of \$27,731.00 per lease year during the second lease year hereof; the sum of \$30,252.00 per lease year during the third lease year hereof; the sum of \$32,773.00 per lease year during the fourth lease year hereof; the sum of \$35,294.00 per lease year during lease years five through ten hereof; the sum of \$39,706.00 per lease year during lease years eleven through fifteen hereof; the sum of \$44,748.00 per lease year during lease years sixteen through twenty hereof, if any; the sum of \$50,420.00 per lease year during lease years twenty-one through twenty-five hereof, if any; and the sum of \$56,811.00 per lease year during lease years twenty-six through thirty hereof, if any; which shall be paid in equal installments of one-thirteenth (1/13th) of said sum on or before the first day of each accounting period of the term. Rent shall be reduced pro rata for any part of a lease year less than a full lease year and Lessee shall pay rent pro rata for that part, if any, of the term preceding the first lease year.

Section 3.3. Late Charge. It is understood that rent is due and payable on or before the first day of each accounting period (in accordance with Section 3.2 hereof). In the event any rental is not paid on the date it is due,

Lessor shall notify Lessee in writing of such failure. If such rental is not received by Lessor within ten (10) days after Lessee has received Lessor's notice, it is agreed that the amount due shall bear interest at the maximum contractual rate which could legally be charged by law, but in no event shall such charge exceed 1-1/2% per month. Such interest shall accrue continuously on a daily basis on any unpaid balance due to Lessor by Lessee during the period commencing with the aforesaid due date and terminating with the date on which Lessee makes full payment to Lessor.

#### ARTICLE 4. IMPROVEMENTS

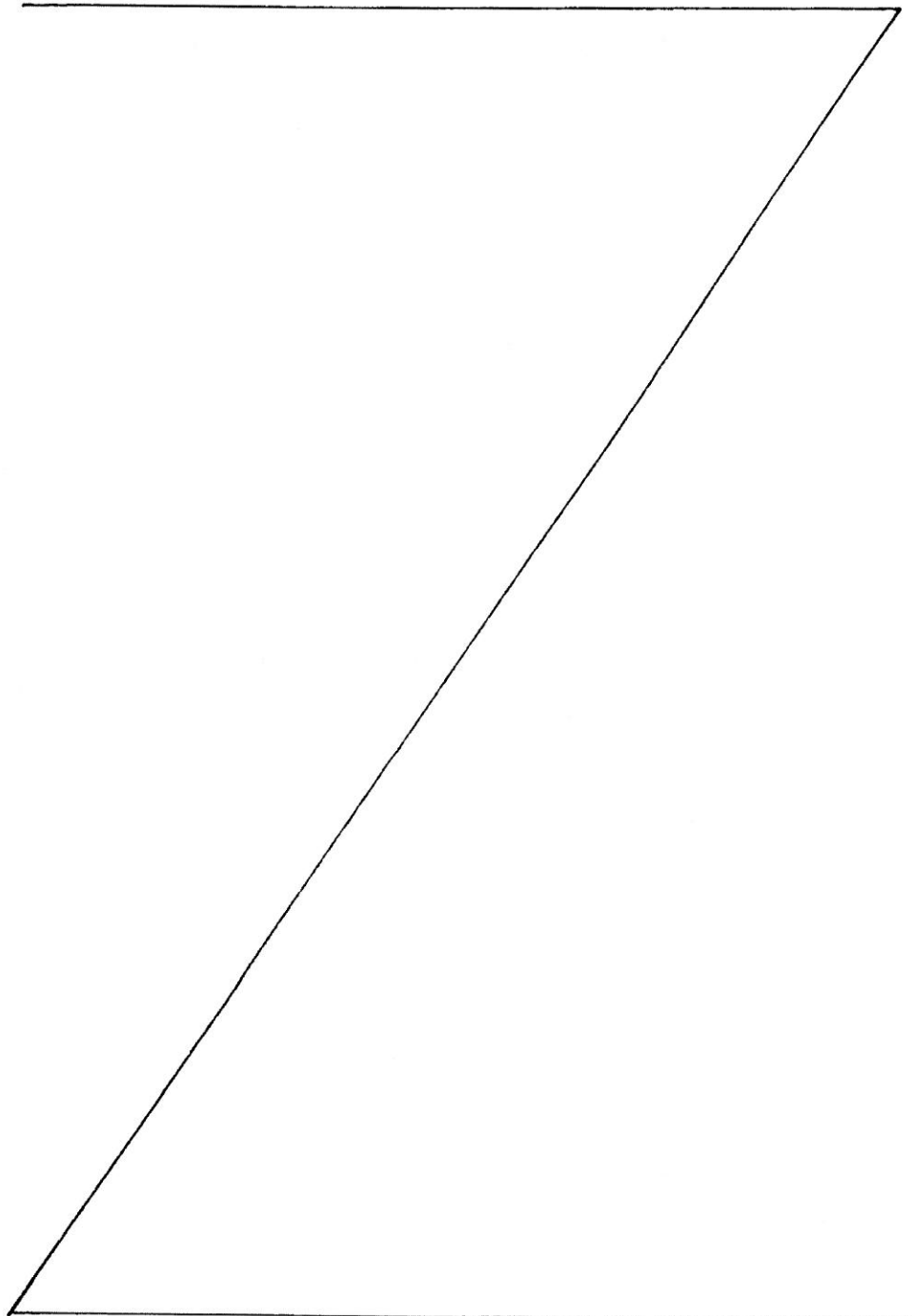
Section 4.1. Leased Premises Improvements. Lessor shall at its expense improve the Leased Premises by constructing thereon a masonry building consisting of approximately 2,521 square feet and a bottle cage having dimensions of 7 feet by 15 feet to be located in the area indicated on Exhibit A attached hereto ("Lessor's Leased Premises Improvements"). The area of the bottle cage shall not be used in computing any rents or additional rents chargeable to Lessee. Lessor's Leased Premises Improvements shall be constructed in accordance with detailed plans and specifications prepared by Lessor's architect and approved by Lessee; said detailed plans and specifications shall incorporate the specifications attached hereto as Exhibit B outlining Lessor's Work and Exhibit C outlining Lessee's Work, and the architectural, fixture, mechanical, plumbing and electrical plans to be prepared and furnished by Lessee. Upon approval by Lessee, said detailed plans and specifications shall become a part of this Lease. Lessee shall not withhold its approval of said detailed plans and specifications which conform to said Exhibit B, Exhibit C and the plans furnished by Lessee. Lessor agrees to remit to Lessee the sum of \$ 31,387.00 to be applied to the cost of Lessee's Work. Said sum shall be paid Lessee in the form of a credit toward rent due hereunder. Said sum is the agreed final liquidated amount due Lessee for certain items of Lessee's Work which otherwise would be included in Lessor's Leased Premises Improvements and upon payment of such sum Lessee shall be responsible for completion of all of Lessee's Work at Lessee's sole cost and expense.

subject to  
local  
ordinances and  
approvals

Section 4.2. Shopping Center Improvements. Lessor covenants that it will improve the Shopping Center and the adjoining parkway, if any, (the "Shopping Center Improvements") by (i) constructing the sidewalks, driveways, landscaping, parking and service areas and mall, if any, substantially as shown on Exhibit A, and to the extent applicable in accordance with Exhibit B; and (ii) striping the parking areas substantially as shown on Exhibit A (if the striping is not shown on said Exhibit A, then as designated by Lessor by mutual agreement with Lessee) and otherwise providing appropriate signs, directional arrows and other means to direct traffic through the parking areas. Lessor further covenants that all buildings in the Shopping Center shall be located wholly within the areas designated therefor on Exhibit A and that no building in the Shopping Center shall be taller than one story nor contain a basement unless Lessee is notified as such and the square footage of said basement is included in all calculations of Lessee's proportionate share (as hereinafter defined). The sidewalks, driveways, landscaping, parking areas, service areas, including loading and unloading facilities, Shopping Center signs and mall, if any, adjoining parkway, if any, and other facilities of the Shopping Center designed for use by all occupants of the Shopping Center are herein together referred to as the "Common Facilities".

Section 4.3. Timing. Lessor shall begin construction of Lessor's Leased Premises Improvements on or before May 1, 1989. If said construction has not begun by said date, Lessee may cancel this Lease by notice in writing to Lessor given at any time thereafter prior to the beginning of said construction; said notice shall cancel this Lease effective on the twentieth (20th) day following said notice unless Lessor begins said construction prior to said twentieth (20th) day, in which case said notice shall not effect a cancellation of this Lease. The phrase "begin construction" means the incorporating into said building of a substantial quantity of materials and/or labor. Lessor shall proceed diligently with the construction of Lessor's Leased Premises Improvements and the Shopping Center Improvements, so as to complete construction of Lessor's Leased Premises Improvements and the Shopping Center Improvements and deliver actual possession of the Leased Premises to Lessee on or before October 1, 1989. Lessee agrees to accept possession of the Leased Premises upon substantial completion of construction of Lessor's Leased Premises Improvements and the Shopping Center Improvements including but not limited to the parking lot and driveway but excluding spaces for other tenants. For purposes of this Section, the Lessor's construction of Improvements shall be deemed to be substantially complete when there remains to be performed by Lessor no further items of work the lack of completion of which would, in any material respect, interfere with or hinder Lessee's operation or use of the Leased Premises. Lessee's acceptance of the premises upon substantial completion of Lessor's Work shall not excuse Lessor from diligently pursuing the final completion of all work herein required to be performed by Lessor. Upon completion of Lessor's Work and the satisfaction of the requirements of Section 10.4 hereof, Lessee shall commence performance of Lessee's Work specified on Exhibit C. If said construction has not been completed and actual possession of the Leased Premises tendered to Lessee by said date, Lessee may cancel this Lease by notice in writing to Lessor given at any time thereafter prior to completion of all of said construction and tender of actual possession; said notice shall cancel this Lease effective on the sixtieth (60th) day following said notice unless Lessor completes said construction and tenders actual possession prior to said sixtieth (60th) day, in which case said notice shall not effect a cancellation of this Lease. The dates for beginning and completing construction of said Improvements shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations, labor or material shortage beyond the reasonable control of Lessor or other cause beyond the reasonable control of Lessor, provided Lessor has from time to time in writing kept Lessee fully advised of such delays and the cause thereof. Notwithstanding any delays, whether within or beyond the control of Lessor, if said Improvements have not been completely constructed and actual possession of the Leased Premises tendered to Lessee on or before the date two (2) years from the date hereof, Lessee may cancel this Lease by notice in writing to Lessor given at any time thereafter prior to such completion and tender. In no event shall construction be deemed completed unless Lessor shall have furnished Lessee with any certificate of occupancy and other permits necessary for Lessee's use and occupancy of the Leased Premises except Lessee's business licenses, liquor licenses, if any, and other business operation permits. In the event a certificate of occupancy cannot be obtained until the completion of Lessee's Work, Lessor shall not be obligated to obtain such certificate of occupancy but agrees to cooperate with Lessee's efforts in obtaining the certificate of occupancy.

Section 4.4. Fixturing. Prior to completion of construction and tender of actual possession of the Leased Premises to Lessee, Lessee may at its own risk enter upon the Leased Premises at such times as it deems appropriate to make improvements thereon, install fixtures and other equipment, erect signs and stock merchandise and supplies, all without unreasonably interfering with Lessor's construction, and such acts by Lessee shall not be construed as acceptance of the Leased Premises by Lessee.



Section 4.5. Early Opening. At any time after the construction of the Leased Premises Improvements and the Shopping Center Improvements is completed to the extent that in the reasonable judgment of Lessee, and subject to applicable municipal, county, state and federal rules, regulations and ordinances, Lessee can open for business with the public in the Leased Premises and prior to the completion of said construction the Lessee may at its election open for business and the term shall begin as provided in Section 2.1 herein. If Lessee opens or intends to open for business pursuant to this Section it shall prior to such opening meet with Lessor or the Lessor's agent at the Leased Premises for purposes of jointly inspecting the same and Lessee shall thereupon notify Lessor in writing of all unfinished items of construction. If Lessor fails to complete any item of construction contained in Lessee's notice to Lessor within sixty (60) days from the date of Lessee's notice, then Lessee may do so and Lessor shall within ten (10) days after written demand pay to Lessee the reasonable amount incurred in doing so. If Lessor fails to pay within said ten (10) days, Lessee may deduct said amount together with interest thereon at the rate of eight percent (8%) per annum from the rents due hereunder. Neither the opening for business nor the giving of said notice by Lessee shall be deemed a waiver of the obligation of Lessor to complete said construction.

#### ARTICLE 5. MAINTENANCE, REPAIRS AND UTILITIES

Section 5.1. Lessee's Obligations. With respect to the Leased Premises Improvements, Lessee agrees to:

- (a) Make all repairs necessitated by the negligence of Lessee, its agents and employees;
- (b) Provide all maintenance of the heating, air-conditioning and air-cooling equipment and make all replacements incidental thereto;
- (c) Pay for all water, fuel, gas and electricity used by it, but only if Lessor provides separate meters for measuring Lessee's use; if Lessor does not provide separate meters, Lessor shall pay for all such utilities;
- (d) Replace all plate glass broken or damaged unless caused by faulty construction or the settling of the building; and
- (e) Make all other necessary repairs not required to be made by Lessor;

except that Lessee shall not be obliged to make any repairs, replacements or restorations made necessary by reason of fire or other casualty, however caused.

Section 5.2. Lessor's Obligations. With respect to the Leased Premises Improvements, Lessor agrees to:

- (a) Make all necessary repairs to the exterior and structural portions of said Improvements, including but not limited to roofs, walls, canopies, and exterior doors, but excluding Lessee's signs; and to repaint all exterior painted portions of said Improvements when necessary but in no event less than once every five (5) years;

- (b) Provide adequate connections with the local water supply, sewerage systems, gas, electrical and other utilities; maintain all said systems and lines to the point where they enter the building on the Leased Premises; and provide separate meters for measuring Lessee's use;
- (c) Make all alterations, repairs and replacements, interior and exterior, when necessary as a result of faulty construction of Lessor's Work or Lessor's failure to promptly discharge its obligations under subsections (a) or (b).

Section 5.3. Warranties. Lessor shall assign or cause its beneficiaries to assign to Lessee any claim against any contractor, supplier or other person for breach of contract or warranty arising out of the construction of the Improvements insofar as Lessee is herein obligated to maintain, repair or replace and shall permit Lessee in its discretion and at its expense to take legal action against such person or persons. Such assignment shall not be required if the same will in Lessor's judgment effectuate a whole or partial limitation, release or termination of any warranty, in which case Lessor shall act to enforce any such warranty on Lessee's behalf upon Lessee's request. Lessor shall cooperate fully with Lessee in asserting any such claim, and if any damages or other payments are received by Lessor as a result of such claim, Lessor shall pay the same over to Lessee.

Section 5.4. Common Facilities. Lessor shall maintain the Common Facilities in good order, appearance and repair (including but not limited to all necessary patching, resurfacing and restriping of the parking areas), provide adequate lighting thereof, and promptly remove all snow, dirt and debris therefrom. Notwithstanding anything herein to the contrary, the lighting for the canopy of the Leased Premises and one parking area pole light shall be wired directly to Lessee's meter.

Section 5.5. Fees. Lessor shall pay all permit and inspection fees relating to Lessor's Work in the Leased Premises or the Shopping Center (including without limitation driveway fees) imposed by governmental authorities, except fees relating to Lessee's business and signs.

Section 5.6. Performance. All maintenance, alterations, repairs and replacements required to be made by either party hereto shall be begun and completed within a reasonable time. If Lessor or Lessee, as the case may be, fails to make any required alteration, repair, maintenance or restoration or to pay any utility bill or other fee or charge required to be paid by Lessor or Lessee, as the case may be, hereunder within a reasonable time after notice, then the other party hereto may do so (except that in case of emergency prior notice need not be given), and the party required to so perform shall within ten (10) days after written notice demand pay to the other party hereto who performed such work the amount incurred in doing so. If Lessor fails to pay, Lessee may deduct said amount together with interest thereon at the rate of eight percent (8%) per annum from the rents due hereunder. If Lessee fails to pay and Lessor has paid any such item, Lessor may recover in addition to such amounts paid by Lessor, interest thereon pursuant to Section 3.3 (Late Charges) hereinabove.

#### ARTICLE 6. USE, ALTERATIONS AND FIXTURES

Section 6.1. Use. The Leased Premises may only be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises to a different use, permitted without

variance of applicable zoning and other governmental rules and ordinances, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the intended use conflicts with an existing exclusive use in the Shopping Center and, therefore, will be prohibited. Upon request, Lessor shall provide to Lessee notice of all such existing exclusive uses in the Shopping Center. If Lessor does not notify Lessee that the intended use is not approved within thirty (30) days, then said new intended use shall be deemed approved. Nothing in this Lease shall be deemed to require business to be conducted on the Leased Premises. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors (provided appropriate liquor licenses are obtained) and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees, customers and invitees. Lessee may, subject to all local ordinances, use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise, including without limitation an ice chest, and may install and maintain a telephone booth in an appropriate place on the Common Facilities. Lessor shall (i) provide all of the Common Facilities for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs, and shall not change the Common Facilities in any manner in Lessee's opinion that would in any way effect Lessee's operation of business from the Leased Premises without the prior written consent of Lessee, provided, however, that such consent shall not be required in the event such change is required by governmental rule, regulation or ordinance, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.2. Zoning. Lessor warrants that there is no zoning law, ordinance or regulation prohibiting the use of the Leased Premises for a retail business including the sale of groceries, meats and general merchandise, nor prohibiting the use of the Common Facilities for accessory automobile parking and service facilities as herein permitted or required. If any such existing or future zoning law, ordinance or regulation is enforced so as to prohibit such use of the Leased Premises or Common Facilities, Lessee may cancel this Lease by giving Lessor not less than ten (10) days' written notice. The foregoing notwithstanding, Lessor makes no representation or warranty as to the availability or issuance of a liquor license by the Village of St. Charles for the Leased Premises. Procurement of any such liquor license shall be the sole responsibility and expense of Lessee and shall not be a condition to the validity of this Lease.

Section 6.3. Deliveries. If at any time the reasonable access by delivery vehicles to or from the front doors of the building on the Leased Premises and the adjacent streets and alleys is prevented or materially impeded for any reason beyond Lessee's reasonable control and as a result thereof Lessee discontinues or is prevented from conducting a retail business in the Leased Premises, then all rents and other charges to be paid by Lessee hereunder shall abate until such access is again permitted; and if said condition continues for a period of thirty (30) days, Lessee may cancel this Lease by notice in writing to Lessor at any time thereafter while said condition continues.

Section 6.4. Private Restrictions. Lessor covenants that Lessee will not be prevented from or restricted in the retail selling of any merchandise or rendering of any services customarily sold or provided at retail food stores of substantially similar type and quality on the Leased Premises nor in exercising the rights herein granted with respect to the Common Facilities because of any restriction, covenant or agreement entered into by any person having or having had an interest in the Leased Premises or the Shopping Center. If Lessee is prevented from or restricted in so using the Leased Premises or in exercising said rights because of any court order or other judicial determination arising out of any such restriction, covenant or agreement, the rents and other charges to be paid by Lessee hereunder shall abate during the period Lessee is so prevented from or restricted in using the Leased Premises or exercising said rights; and if said period shall continue for thirty (30) days or more, Lessee may cancel this Lease by notice in writing to Lessor at any time thereafter during said period. From and after the execution and delivery hereof, Lessor shall defend, indemnify and save harmless Lessee against all actions, claims, costs (including attorneys' fees) and loss arising out of the existence of any such restriction, covenant or agreement or allegation thereof.

Section 6.5. Lessor's Alterations. Lessor shall at its expense from time to time make any alterations, improvements or additions to the Leased Premises that may be required on account of any existing or future laws, ordinances or regulations of lawful authority except alterations, improvements or additions to the Leased Premises as may be required solely by reason of the nature of Lessee's business. If because of any such law, ordinance or regulation or the work to be done by Lessor in connection therewith, Lessee is deprived of the use of the Leased Premises, the rents and other charges to be paid by Lessee hereunder shall abate during the period of such deprivation.

Section 6.6. Lessee's Alterations. Lessee may at its expense from time to time make any non-structural alterations, changes or improvements in, on and to the Leased Premises which it may deem necessary or desirable. Lessee may at its own cost and expense make structural changes to the Leased Premises with the approval of Lessor which approval shall not be unreasonably withheld or delayed, provided that the changing or addition of interior doors or entrances, interior walls, plumbing, electrical, and other lines (including venting) shall not be deemed structural changes. Lessee shall not be required to, but may, remove any such alterations, changes or improvements at any time before or within ten (10) days following the termination of this Lease by lapse of time or otherwise, provided Lessee shall repair any damage caused by such removal.

Section 6.7. Liens. Lessee shall keep the Leased Premises free from any mechanics' or materialmen's liens for any labor or material furnished Lessee in connection with the Leased Premises, except that Lessee shall have the right to contest the validity or amount of any such lien. If reasonably necessary, Lessee shall bond over or otherwise provide reasonable security against any lien it is contesting.

Section 6.8. Fixtures. Any fixtures, equipment, signs or other property, however attached to or incorporated in the Leased Premises or the Shopping Center, belonging to the Lessee or its subtenants or licensees are to be and remain their property, and they shall have the right to remove them at any time before or within ten (10) days following the termination of this Lease by lapse of time or otherwise, provided Lessee shall repair any damage caused by such removal. If same are not so timely removed, Lessor may remove and dispose of such fixtures, equipment, signs or other property however Lessor sees fit.

Section 6.9. Signs. Subject to all applicable governmental rules and ordinances, Lessee shall have the exclusive right to place signs and advertisements on the exterior and interior of the Leased Premises including the walls and canopy if the Leased Premises form part of a building, provided that during the last six (6) months of the term Lessor may place a "For Rent" or "For Sale" sign not in excess of 2' x 3' in size on any portion of the exterior of the Leased Premises other than on the plate glass or in any place obstructing Lessee's signs. Lessee may display banners provided the same are mechanically fastened to the parapet. All signs, banners and advertisements placed or posted by Lessee shall be of good taste and character compatible with the general aesthetics of the Shopping Center (i.e., first class suburban retail shopping center). Lessor shall erect and maintain a pylon or tower sign in a place in the Common Facilities shown on Exhibit A and Lessee shall have the right to place its sign in the most prominent space on said pylon.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, game center, theater, health center and adult book store), and (ii) no portion of the Shopping Center within 30 feet of the perimeter of the Leased Premises shall be used or occupied as a sit-down restaurant, a barber or beauty shop, real estate or other offices. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding anything herein to the contrary, one sit-down restaurant other than a "TCBY" shall be permitted in the Shopping Center provided the same is located at least 60 feet from the perimeter of the Leased Premises. A "TCBY" frozen yogurt store shall be permitted provided the same is at least 40 feet from the perimeter of the Leased Premises.

Section 6.11. Exclusive. Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages

of any kind for consumption off the premises except that this shall not prohibit the sale of hot, prepared ready-to-eat carry out foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. Notwithstanding the foregoing, a retail beauty supply store shall be permitted. In no event shall any premises in the Shopping Center (excluding the Leased Premises) be used for the sale of cold sandwiches, bulk delicatessen, salads or other bulk delicatessen items. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

Section 6.12. Rent Abatement. If any of the covenants contained in Sections 6.10 and 6.11 herein are breached, Lessee shall notify Lessor in writing of such breach and if the same is not cured within thirty (30) days or if Lessor is not proceeding diligently to cure such breach if such breach by its nature is not cureable within said thirty (30) days, then in addition to all remedies the Lessee may have, twenty percent (20%) of the rent provided for in Section 3.2 herein shall abate from the date Lessee gives Lessor written notice of such breach and its election to so abate said rent until the date such breach is cured and Lessor has given Lessee written notice of such cure, provided that if such breach of Section 6.11 is of a kind other than the opening of a retail food store in the Shopping Center said abatement shall be five percent (5%) of said rent.

#### ARTICLE 7. RESTORATION

Section 7.1. Hazard Insurance. Lessor shall carry replacement cost insurance covering the building on the Leased Premises (when used herein, "building on the Leased Premises" shall also include the bottle cage, if any), insuring it against loss or damage resulting from fire and other insurable casualties.

Section 7.2. Mutual Release. Lessor hereby releases and discharges Lessee, its subtenants, licensees and their agents and employees of and from all liability to Lessor and to anyone claiming by, through or under Lessor by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other casualty, however caused. Lessee hereby releases and discharges Lessor and any other persons, firms and corporations having an interest in the Leased Premises, their agents and employees of and from all liability to Lessee and to anyone claiming by, through or under Lessee by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other casualty, however caused.

Section 7.3. Restoration. If the building on the Leased Premises is damaged or destroyed by fire or other casualty, Lessor shall at its expense repair and restore said building so as to be substantially the same as prior to such damage or destruction. Lessor shall not be required

to restore Lessee's fixtures or inventory. Lessor shall begin such repairs or restoration within six (6) months from the date of such fire or other casualty and shall complete said repairs or restoration within twelve (12) months from said date. The dates by which Lessor is to begin and complete said repairs or restoration shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations or other cause beyond the reasonable control of Lessor, provided Lessor has from time to time in writing kept Lessee fully advised of such delays and the cause thereof. If any other building(s) in the Shopping Center is (are) damaged or destroyed by fire or other casualty, Lessor shall promptly either repair and restore or raze said building(s).

Section 7.4. Last Two Years. If the building on the Leased Premises is damaged or destroyed by fire or other casualty during the last two (2) lease years of the term prior to the last date by which Lessee may exercise an option to extend the then current term and the cost of repairing or restoring said building as required by Section 7.3 herein will exceed twice the rent per lease year, then Lessor shall have the option of requiring Lessee to decide whether to extend the then current term by exercising said option to extend the term for five (5) lease years or whether this Lease shall be terminated. Such option may be exercised by Lessor's giving Lessee written notice thereof within thirty (30) days after such fire or casualty. Within thirty (30) days after Lessee receives said notice requesting Lessee to decide whether to so extend the lease term, Lessee shall notify Lessor in writing whether it exercises said option and in the absence of such notice exercising said option this Lease shall terminate. Any notice by Lessee exercising said option following such notice from the Lessor shall be effective notwithstanding the fact that the last day by which Lessee otherwise had to exercise said option occurs subsequent to the date of such fire or other casualty. If such fire or other casualty occurs during the last two (2) years of the last option period or after the last date by which Lessee may exercise said option and Lessee has not exercised said option, then Lessor may terminate this Lease by notice in writing to Lessee given within thirty (30) days after such fire or other casualty.

Section 7.5. Rent Abatement. If such damage or destruction to the building on the Leased Premises results in the suspension of business in the Leased Premises, all rents and other charges payable by Lessee hereunder shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the completion of said repairs or restoration; and if such damage or destruction or the work of repairing or restoring said improvements results in only a partial suspension of business, the abatement shall be apportioned accordingly.

Section 7.6. Failure to Restore. If Lessor fails to begin or complete the repairs or restoration of the building on the Leased Premises within the times and in the manner provided for in this Article 7, then Lessee may, in addition to any other remedies it may have, (i) terminate this Lease by notice in writing to Lessor at any time prior to said beginning or completion, as the case may be, or (ii) Lessee may perform said repairs or restoration or so much of them as it deems necessary or desirable, and upon demand Lessor shall pay to Lessee a sum equal to the costs incurred by Lessee in connection therewith (excluding, however, the cost of trade fixtures, equipment, inventory) provided Lessor has had an opportunity to review Lessee's

plans prior to Lessee commencing such restoration work. If Lessor fails to pay said costs to Lessee, Lessee may recoup said costs, together with interest at the rate of eight percent (8%) per annum from the tenth (10th) day following said demand on the balance remaining from time to time unpaid by deducting said costs from all rents and other charges due thereafter.

#### ARTICLE 8. EMINENT DOMAIN

Section 8.1. Total. If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Lessee is deprived of possession pursuant to such taking.

Section 8.2. Partial. If under the power of eminent domain, any part of the building on the Leased Premises, or any part of the service areas accessory to said building, or any part of the parking area outlined in red, if any, on Exhibit A, is taken but such taking does not in Lessee's reasonable opinion materially effect Lessee's operation of business from the Leased Premises, then, in any such event, rent shall abate consistent with Section 8.4 hereof. If such taking, even though partial, is such that Lessee's business is materially adversely affected, Lessee may terminate this Lease by providing to Lessor written notice within sixty (60) days of such taking.

Section 8.3. Restoration. If a portion of the Leased Premises or Common Facilities is so taken and this Lease is not terminated therefor, the remainder of the Leased Premises or Common Facilities shall be restored by Lessor as soon as possible.

Section 8.4. Rent Abatement. In the event of any such partial taking, all rents and other charges payable by Lessee hereunder shall be reduced from and after the date Lessee is deprived of possession of such portion of the Leased Premises in proportion to the floor area of the Leased Premises (not including parking area) so taken. In addition, if any such taking results in the suspension of business in the Leased Premises, all rents and other charges payable by Lessee hereunder shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the completion of said restoration by Lessor.

Section 8.5. Settlement. For the purpose of this Article 8, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

#### ARTICLE 9. INDEMNITIES AND INSURANCE

Section 9.1. Lessee's Indemnity. Lessee shall defend, indemnify and save harmless the Lessor, its agents and employees, against any liability or claim thereof whether for injury to persons, including death, or damage to property (i) occurring on or arising out of the use of the Leased Premises during the term hereof except if caused by any act or omission to act by Lessor, its licensees or contractors, their agents or employees, (ii) arising out of any default by Lessee hereunder, or (iii) arising out of any act or omission to act by Lessee, its agents or employees on the Common Facilities at any time or on the Leased Premises prior to the beginning of the term; all subject to the provision of Section 7.2 hereof.

Section 9.2. Lessor's Indemnity. Lessor shall defend, indemnify and save harmless the Lessee, its subtenants, licensees and concessionaires, their agents and employees, against liability or claim thereof whether for injury to persons, including death, or damage to property (i) occurring on the Leased Premises prior to the beginning of the term hereof except if caused by any act or omission to act by Lessee, its subtenants, licensees, concessionaires or contractors, their agents or employees, or occurring on the Leased Premises during the term if caused by any act or omission to act by Lessor, its licensees or contractors, their agents or employees; (ii) arising out of any default by Lessor hereunder; or (iii) occurring on the Common Facilities, except if caused by any act or omission to act by Lessee, its subtenants, licensees, concessionaires or contractors, their agents or employees; all subject to the provision of Section 7.2 hereof.

Section 9.3. Insurance. Lessor shall, prior to the commencement of any construction or reconstruction required by this Lease or prior to the commencement of the term, whichever is earlier, procure and maintain an insurance policy or policies covering (i) its liability with respect to any construction or reconstruction that it may perform or have performed in, upon or in connection with the Leased Premises and the Shopping Center premises; (ii) its liability for ownership, maintenance and use of the Leased Premises and the Shopping Center; and (iii) its contractual liability arising under Section 9.2 hereof; said insurance shall provide limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury arising out of any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage arising out of any one occurrence; and said policy or policies shall contain a clause that the insurer will not cancel or change said policy or policies without first giving Lessee ten (10) days' prior written notice. Lessor shall furnish Lessee with copies of said policy or policies, or certificates or memoranda thereof. Lessee shall obtain and maintain insurance covering its liabilities with respect to its use of the Leased Premises, including, without limitation, coverage for dram shop liability, products liability and workers' compensation and its contractual liability arising under Section 9.1 hereof; said insurance shall provide general liability coverage of not less than \$1,000,000.00 combined single limit coverage. Lessee's insurance policies shall name Lessor, its agents and beneficiaries, and any person, firm or corporation designated by Lessor, as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days written notice. Notwithstanding the foregoing, so long as Lessee maintains a "net worth", determined in accordance with generally accepted accounting principles, consistently applied, of not less than \$1,000,000.00, Lessee may self-insure some or all of such insurance coverage provided that any such self-insurance program is established, maintained and funded according to standards approved by Lessee's independent Certified Public Accountants and Lessor is advised in writing by Lessee that Lessee qualifies for such self-insurance and Lessee elects to so self-insure.

## ARTICLE 10. TITLE AND POSSESSION

Section 10.1. Possession. Lessor covenants that it will put Lessee in complete and exclusive actual possession of the Leased Premises at the beginning of the term or upon completion of the construction, if any, to be performed by Lessor pursuant to Article 4 hereof, whichever is earlier; and if Lessor fails to do so, Lessee may at its option cancel this Lease by notice in writing to Lessor at any time prior to tender of such possession to Lessee. All rents and other charges payable by Lessee hereunder shall abate during any such period prior to such tender.

Section 10.2. Quiet Enjoyment. Lessor covenants that if the Lessee shall perform all of the covenants and provisions of this Lease to be performed by the Lessee, the Lessee shall peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises and the use of the Common Facilities as herein provided; and if at any time Lessor's title shall fail or be discovered not to enable it to grant the term or said rights with respect to the Common Facilities, Lessee may at its option cancel this Lease by notice in writing to Lessor.

Section 10.3. Assignment and Subletting. Lessee may from time to time assign or reassign this Lease or sublease the whole or any part of the Leased Premises for any lawful purpose not inconsistent with any existing restrictions in any other lease relating to uses in the Shopping Center; provided that, if an assignment or a subletting of the entire premises is for a use which increases the hazard insurance premium on the Leased Premises, Lessee shall reimburse Lessor therefor upon being furnished with reasonable evidence of such increase and further provided that if Lessee intends to assign this Lease or sublet the whole of the Leased Premises to any person, firm or corporation other than (i) a licensee or franchisee or (ii) a corporation which is subsidiary to or affiliated with Lessee, or a corporation resulting from any reorganization or merger to which Lessee or any of its subsidiaries or affiliates may be a party or (iii) a person, firm or corporation to which Lessee makes a simultaneous assignment of Lease, lease or sublease with respect to one or more other premises leased to or owned by Lessee, then it will first give written notice of such intention to Lessor setting forth the identity of the prospective assignee or sublessee and the general nature of its business and Lessor shall have the option to terminate this lease by giving Lessee thirty (30) days written notice thereof within thirty (30) days after the date of Lessee's notice. In the event of any such assignment or subletting, Lessee shall remain liable for the performance of all of its obligations hereunder and agrees to execute such reasonable documentation as Lessor may request memorializing such assignment or sublet. Fifty percent (50%) of any rents or other monies received by Lessee in conjunction with any such a sublease not outlined above that exceeds the rents and other sums due under this Lease shall be remitted promptly to Lessor. Notwithstanding the foregoing and the first sentence of Section 6.1 hereof, Lessee agrees that in the event this Lease is assigned or the whole of the Leased Premises is sublet to any person, firm or corporation other than a franchisee or licensee or a corporation which is subsidiary to or affiliated with Lessee, or a corporation resulting from any reorganization or merger to which Lessee or any of its subsidiaries or affiliates may be a party, then except for the operation of a retail grocery store, meat market, packaged liquor store or any combination

with the understanding that Lessee is not required to remit such fifty percent (50%) of such excess monies received until Lessee collects the same, but Lessee agrees to exercise due diligence to collect such excess monies and that rents and other sums due

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14 (the next page is 14a)

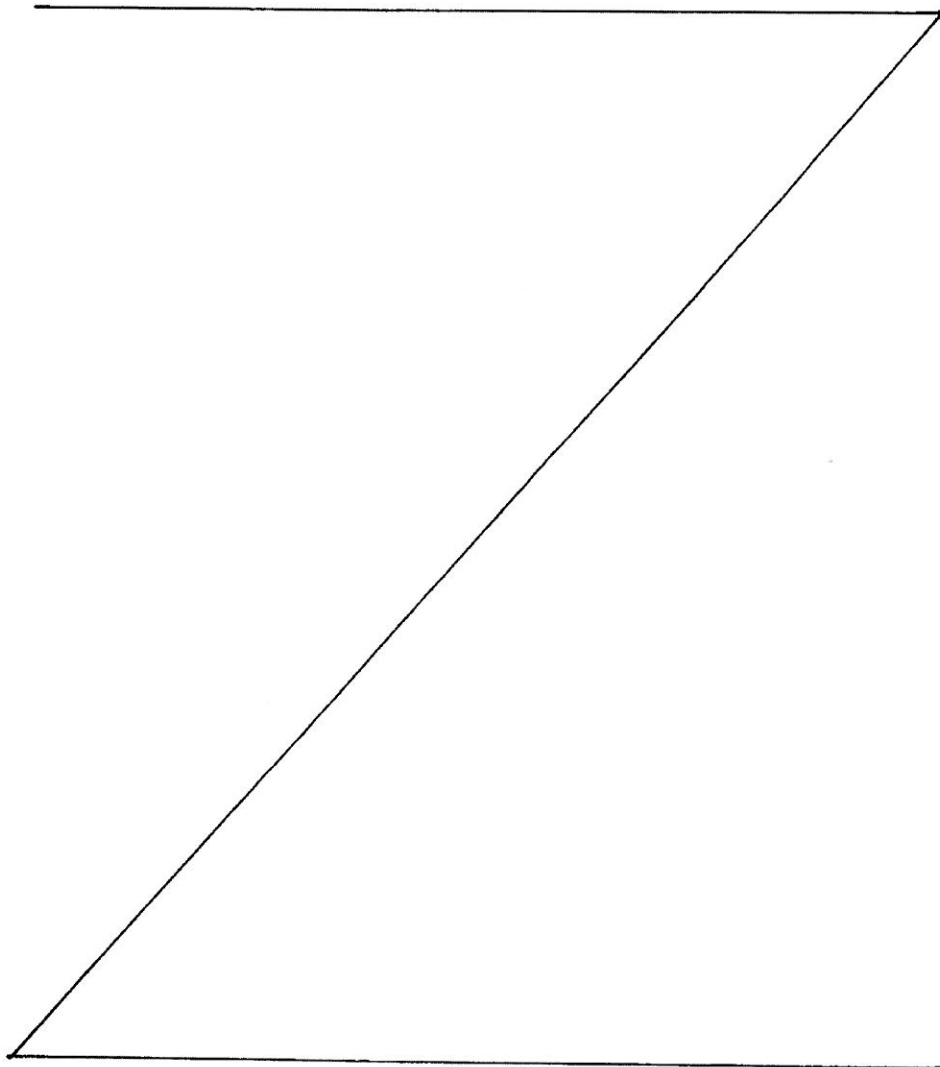
thereof, such other person, firm or corporation shall not use the Leased Premises for any type of store which is prohibited by the provisions of any other lease then in effect with any other tenant of the Shopping Center and of which provision Lessor has given written notice to Lessee prior to Lessee's so assigning or subletting, except that such limitation on use shall not prohibit the use of the Leased Premises for the incidental sale of any particular merchandise lines or merchandise.

Section 10.4. Title Evidence and Memorandum of Lease.

Lessor represents that it has good title to the Leased Premises and the Shopping Center in fee simple absolute subject only to current taxes not past due, utility easements and leases not conflicting with the rights herein granted to Lessee and the matters set forth on Exhibit AA hereto. The parties have simultaneously herewith executed and delivered a Memorandum (or Notice) of Lease (the "Memorandum"). Lessee shall promptly record and/or file the Memorandum in such place or places in the county wherein the Leased Premises are situated as are provided for the recording and/or filing of deeds, including the appropriate place for filing deeds with respect to property subject to any so-called Torrens system or other title registration system, if all or any part of the Shopping Center premises is registered thereunder. In addition, if at the time of recording and/or filing the Memorandum, the Leased Premises or the Shopping Center premises or any part thereof is subject to any deed of trust, trust deed or mortgage (whether or not described in Exhibit AA hereto), Lessor shall promptly obtain an agreement (the "Non-Disturbance Agreement") in form reasonably satisfactory to Lessee from the holder or holders of the note or notes secured by such deed of trust, trust deed or mortgage and from such trustee or mortgagee obligating any party acquiring title or the right of possession under or by virtue of such deed of trust, trust deed or mortgage to recognize this Lease and the rights herein granted to Lessee, provided Lessee is not in default hereunder. The Non-Disturbance Agreement shall include at Lessor's or Lessor's Mortgagee's election, additional provisions relating to Lessee's subordination and attornment. The Non-Disturbance Agreement shall be recorded and/or filed in the same place or places as the Memorandum. Upon release of the recorded and/or filed Memorandum and the Non-Disturbance Agreement, if any, they shall be delivered to Lessee and, if necessary, such recordings and/or filings shall be made in duplicate so that recorded and/or filed counterparts thereof may be so delivered to Lessee. Lessor shall furnish to Lessee evidence reasonably satisfactory to Lessee that title to the Leased Premises and Shopping Center premises is as herein represented as of the date of recording and/or filing the Memorandum; in the event Lessee is not furnished with such evidence of title and evidence of recording and/or filing of the Memorandum and Non-Disturbance Agreement, if required, within thirty (30) days from the date hereof, Lessee may cancel this Lease by notice in writing to Lessor at any time thereafter prior to Lessor's furnishing such evidence.

Section 10.5. Subordination. Lessee agrees to subordinate this Lease to any deed of trust, trust deed or mortgage which may hereafter be placed on the Leased Premises or the Shopping Center premises, provided such trustee or mortgagee thereunder shall assure to Lessee in form of the aforesaid Non-Disturbance Agreement the right to possession of the Leased Premises and other rights granted to Lessee herein so long as Lessee is not in default hereunder.

Section 10.6. Vacancy. Notwithstanding anything herein to the contrary, if the Lessee or any assignee or sublessee of the entire Leased Premises allows all of the Leased Premises to remain vacant or fails to open for business for a period of three hundred and sixty-five (365) consecutive days or more during the term, then the Lessor may at its option terminate this Lease by notice in writing to Lessee at any time thereafter while such condition continues; provided, however, that such vacancy or failure to open for business caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations or other causes beyond the reasonable control of Lessee or such assignee or sublessee (each of which is hereinafter referred to as an "Event of Force Majeure") and any vacancy or failure to open for business during reasonable periods for the repair, alteration, remodeling, cleaning or redecorating of said building shall not be considered a vacancy or failure to open for business for the purpose of this section. Within thirty (30) days of Lessor's request during any such vacancy or period of a failure to open for business, Lessee shall furnish Lessor with a written itemization of each and every Event of Force Majeure which has caused such vacancy or failure to open for business.



## ARTICLE 11. MISCELLANY

Section 11.1. Taxes. Lessor shall pay all taxes levied or assessed against the Shopping Center premises before they become delinquent and the parties further agree as follows:

- (a) As additional rent, Lessee shall reimburse Lessor in an amount equal to the general real estate taxes applicable to the Leased Premises for each tax year of the term except that the amount of such taxes for the tax years during which the term begins and ends shall be adjusted pro rata between Lessor and Lessee on the basis of the number of days of the term falling within said tax years. As used herein the term "tax year" means a calendar year or such other twelve (12) month period during which said taxes are assessed and with respect to which such tax bills are issued. As used herein, the term "taxes" shall include all federal, state and local taxes, assessments and charges that may be assessed on the real estate which includes the Leased Premises in lieu of general real estate taxes.
- (b) For the purposes of this Section, the general real estate taxes applicable to the Leased Premises shall be deemed a pro rata share of the general real estate taxes levied on the Shopping Center premises (excluding that portion of said taxes based on the assessed valuation of land not improved with commercial buildings or Common Facilities); said pro rata share shall bear the same ratio to said taxes on the Shopping Center premises (excluding said portion) which the ground floor area of the building on the Leased Premises bears to the floor area of all floors of all buildings (including the building on the Leased Premises) existing on the Shopping Center premises on the applicable assessment dates.
- (c) Lessee may, if Lessor does not, in its own name or in the name of Lessor, contest the validity or amount of any such taxes or the assessments upon which the same are based. Lessor agrees to render to Lessee all assistance reasonably possible, including joining in and signing any protest or pleading which Lessee may deem advisable. If any rebate of taxes is made, the rebate (less reasonable expenses incurred in obtaining same) shall be retained by or paid to Lessee, to the extent Lessee has so reimbursed Lessor for the year for which such rebate is made. The Lessor shall promptly forward to Lessee copies of all applicable notices of assessment, tax bills and other matters relating to the taxes or assessments applicable to the Leased Premises to the end that Lessee is not prejudiced in exercising the rights granted herein.
- (d) Lessor shall from time to time furnish Lessee with a copy of each receipted tax bill paid by Lessor with respect to the Shopping Center premises together with a statement in reasonable detail showing the amount due from Lessee supported by evidence reasonably satisfactory to Lessee with respect to the method of calculation of said amount and the basis therefor. Subject to verification by Lessee as to the amount due and payment of such taxes, Lessee shall within thirty (30) days after receipt of the respective tax bills, statements and evidence, remit to Lessor the amount due. Notwithstanding anything herein to the contrary the Lessee shall not be obligated to reimburse Lessor for any such taxes unless Lessor has so furnished said tax bill, statement and evidence within twelve (12) months after the payment of said taxes. If the rent abates or is apportioned for any reason, the amounts due from Lessee pursuant to this Section shall proportionately abate or be apportioned accordingly.

Section 11.2. Insurance. As additional rent, Lessee shall from time to time reimburse Lessor in an amount equal to the fire and extended coverage insurance earned premiums applicable to the building on the Leased Premises for each lease year of the term. Earned premiums applicable to any period outside the term hereof shall be prorated so that Lessee only pays the portion of said premiums earned during the term hereof. Also, if such premiums applicable to the building on the Leased Premises cannot be separated from premiums applicable to the other buildings, if any, in the Shopping Center the premiums applicable to the building on the Leased Premises shall be deemed a pro rata share of the premiums applicable to all of the buildings in the Shopping Center; said pro rata share shall bear the same ratio to said premiums which the ground floor area of the building on the Leased Premises bears to the floor area of all buildings (including the building on the Leased Premises) in the Shopping Center. Lessor shall from time to time furnish to Lessee a statement in reasonable detail showing the amount due from Lessee supported by evidence reasonably satisfactory to Lessee with respect to the method of calculation of said amount and the basis therefor. Subject to verification by Lessee as to the amount due and the payment of such premiums Lessee shall within thirty (30) days after receipt of said statement and evidence, remit to Lessor the amount due. Notwithstanding anything herein to the contrary the Lessee shall not be obligated to reimburse Lessor for any such insurance premium unless Lessor has so furnished said statement and evidence within twelve (12) months after the payment of said insurance premium. If the minimum rent abates or is apportioned for any reason the amounts due pursuant to this Section shall similarly abate or be apportioned.

Section 11.3. Common Facilities Charge. Lessee shall pay to the person to whom rent is payable, as additional rent, a proportionate share of the cost incurred by Lessor in performing the maintenance required by Section 5.4 hereof excluding any costs for snow removal and parking area lighting (said proportionate share shall bear the same ratio to the total cost so incurred as the ground floor area of the Leased Premises bears to the total floor area of all buildings in the Shopping Center); provided that in no event shall Lessee's share exceed \$1,336.13 per lease year during the first five lease years hereof, said sum shall increase every five years thereafter by five percent (5%) per lease year hereof (i.e., total of 25%), said maximum sums shall be reduced pro rata for any part of a lease year less than a full lease year. In addition to the foregoing charge, Lessee shall pay a proportionate share determined as described above of the cost incurred by Lessor for snow removal required under Section 5.4 hereof. Lessee shall not be required to pay for any common area lighting or electricity. On or before the twentieth (20th) day following the end of each lease year, Lessor shall submit to Lessee a statement in reasonable detail showing the actual costs so incurred by Lessor during said lease year and the amount chargeable to Lessee, including the basis of computation. Subject to verification by Lessee as to the amount due and payment of such charges, Lessee shall pay its share of such charges to Lessor within thirty (30) days after receipt of Lessor's statement. No costs for blacktop maintenance and repair during the first two lease years shall be included in the said common facilities charge. Notwithstanding anything herein to the contrary, Lessee shall at its expense make reasonable efforts to remove dirt and debris from the sidewalk areas directly in front of and on the side of the Leased Premises.

Section 11.4. Contiguous Premises. It is hereby acknowledged that Gary Wheaton Bank, not personally but as Trustee under a Trust Agreement dated May 27, 1988 and known as Trust No. 7890, is the title holder of the property contiguous to the Shopping Center known as the "Contiguous Premises" legally described on Exhibit D attached hereto. Upon execution and recording of this Lease, Lessor shall have recorded against said Contiguous Premises a Declaration of Restrictions, which Declaration shall be in a form substantially similar to Exhibit D attached hereto, which shall provide that during the term of this Lease, no store premises nor any part thereof on the Contiguous Premises shall be used as a retail food store. Lessor shall provide Lessee with evidence reasonably satisfactory to Lessee that the Declaration has been executed or approved by all parties in interest and properly recorded.

## ARTICLE 12. GENERAL

Section 12.1. Default. The following events shall be deemed to be events of default by Lessee under this lease:

- (1) Lessee shall fail to pay any installment of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after receipt of written notice from Lessor.
- (2) Lessee shall fail to comply with any term, provision or covenant of this lease, other than as described in subsection (1) above, and shall not cure the same within thirty (30) days after written notice thereof or, if such failure, breach or default by its nature is not cureable within such thirty (30) days, Lessee has not commenced to cure such failure with due diligence and continuity within thirty (30) days after written notice thereof to Lessee.
- (3) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (4) Lessee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee.
- (5) A receiver or Trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations under this lease.

Upon the occurrence of any such events of default, Lessor shall have the option to pursue either of the following alternative remedies:

- A. Take any one or more of the actions permissible at law to insure performance by Lessee of Lessee's covenants and obligations under this lease. In this regard, it is agreed that if Lessee permanently vacates the Leased Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the rentals and other charges provided in this lease until the premises are relet. Lessor shall use its best efforts to relet the premises and Lessee shall be obligated to pay to Lessor on demand any deficiency that may arise between the rentals and other charges provided in this lease and that actually collected by Lessor from such other tenant.
- B. Terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by

force if necessary, without being liable for prosecution or any claim for damages therefor; and Lessee agrees to pay to Lessor upon demand the reasonable amount of all actual damage which Lessor may suffer by reason of such termination or any uncured breach of this lease by Lessee, including costs of suit and reasonable attorneys' fees.

Section 12.2. Notices. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and shall be addressed if to Lessor, at the last address at which rent is payable, and if to Lessee, at 660 Industrial Drive, Elmhurst, Illinois 60126, Attn: Real Estate Department, or at such other address as Lessee shall designate by written notice to Lessor. Notices and demands shall be deemed to have been given when mailed.

Section 12.3. Rent Refund. Promptly after the termination or cancellation of this Lease for any reason or after the effective date of the abatement of rents and other charges hereunder, whether entire or partial, Lessor shall refund to Lessee all rents and other charges paid by Lessee to the extent they are allocable to any period of time beyond the effective date of such termination, cancellation or abatement of rent and other charges.

Section 12.4. Holding Over. Subject to the rights of Lessee pursuant to Sections 6.6 and 6.8 hereof, Lessee shall at the termination of this Lease by lapse of time or otherwise yield up immediate possession of the Leased Premises; if it does not do so, Lessee shall pay as liquidated damages for the time such possession is withheld a sum equal to one and one-half (1-1/2) times the rent (including taxes, insurance and common area maintenance charges) prorated on a daily basis. In no event shall such holding be deemed to create a tenancy from year to year, nor shall Lessor elect to create such a tenancy.

Section 12.5. Commissions. The Lessor shall pay all fees and commissions for bringing about the execution and delivery of this Lease and agrees to defend, indemnify and save the Lessee harmless of and from any and all claims for said fees and commissions. Lessee represents that it has not dealt with any broker in respect to this lease except for Harold J. Carlson & Associates.

Section 12.6. Waiver. The failure of Lessor or Lessee to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

Section 12.7. Remedies. All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 12.8. No Offer. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Lessor and Lessee.

Section 12.9. Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one lessor or lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

Section 12.10. Exhibits. All exhibits referred to in and attached to this Lease are hereby made a part of this Lease.

Section 12.11. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

CAPITOL BANK AND TRUST,  
as Trustee aforesaid

WHITE HEN PANTRY, INC. <sup>358</sup>

By *Stephen H. Crawley*  
ATC Vice President

By *Allen S. Davis*  
Vice President

Attest *Robert J. Jones*  
ATC Secretary

Attest *Robert J. Jones*  
Secretary

LESSOR

LESSEE

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

LEGAL DESCRIPTION  
NWC of RL 64 & Dunham  
St. Charles, Illinois

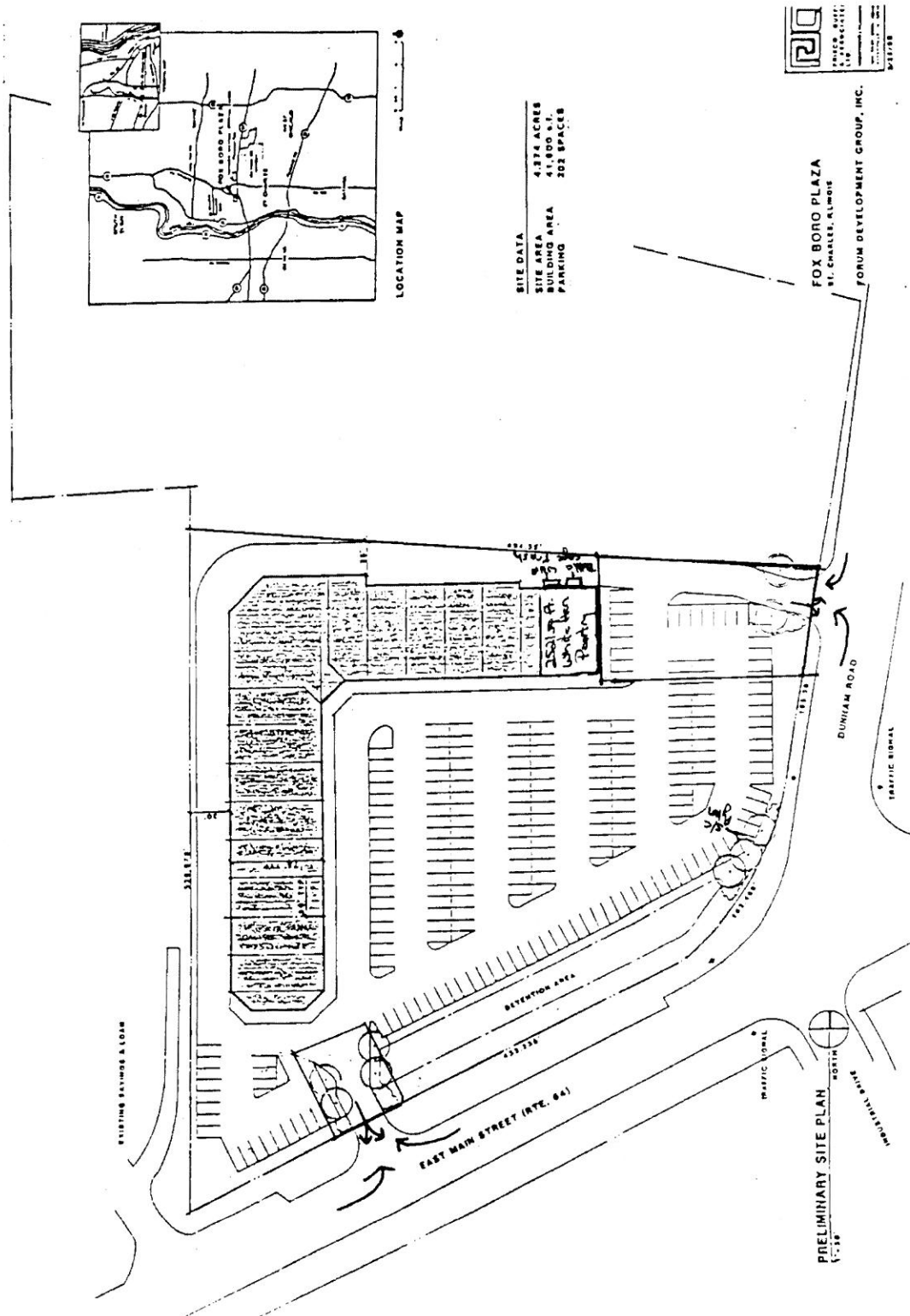
\*\*\*PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT NO. 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE SOUTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

E X H I B I T    "A"



## DECLARATION OF RESTRICTIONS

This DECLARATION dated the \_\_\_\_ day of \_\_\_\_\_, 1989,

WHEREAS, GARY-WHEATON BANK, not personally but as Trustee under Trust Agreement dated 5/27/88 and known as Trust No. 7890 ("Trustee") is record owner of the property described as the "Contiguous Premises" on Exhibit AA hereof.

WHEREAS, WHITE HEN PANTRY, INC., a Delaware corporation ("WHP") is the lessee of certain premises in a Shopping Center located at the northwest corner of Route 64 and Dunham in St. Charles, Illinois adjacent to the Contiguous Premises legally described on said Exhibit AA and owned by Capitol Bank & Trust, as Trustee under Trust Agreement dated April 27, 1988 and known as Trust No. 1497:

hereinafter referred to as "the Shopping Center Parcel", and

WHEREAS, Trustee and WHP have agreed to provide for certain restrictions on the development and use of the Contiguous Premises,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. RESTRICTIONS ON THE SHOPPING CENTER PARCEL.

Trustee does hereby place the following restrictions on the Contiguous Premises:

No store premises nor any part thereof upon the Contiguous Premises shall be used as a retail food store. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors and general merchandise or any combination thereof, and other merchandise and services sold incidental to such principal use, which store is of substantially similar type and quality as that operated by WHP on the Shopping Center Parcel pursuant to ~~the Lease~~. In the event of breach of any of the covenants in this paragraph, WHP shall be entitled to injunctive relief or any other appropriate remedy or both.

2. NOTICES.

All demands, notices, consents or requests shall be in writing and shall be sent by certified or registered mail, and if for WHP shall be mailed to c/o White Hen Pantry, 660 Industrial Drive, Elmhurst, Illinois 60126, Attention: Real Estate Department; notices for Trustee shall be mailed to 120 E. Wesley, Wheaton, IL 60187, or at such other address as either party may from time to time specify by like notice.

6. GENERAL.

- A. The foregoing are covenants running with the land and shall be binding upon and inure to the benefit of the legal title holders or successive title holders of the Shopping Center Parcel and the Contiguous Premises. Notwithstanding anything contained herein to the contrary, this Declaration and the restrictions contained herein shall automatically terminate and be of no further force and effect upon the earlier of (i) the expiration or sooner termination of that certain lease dated \_\_\_\_\_ by and between Capitol Bank & Trust, as Trustee under Trust Agreement dated April 27, 1988 and known as Trust No. 1497, as Lessor and White Hen Pantry, Inc., as Lessee (the "Lease"), or (ii) the Leased Premises described in the Lease are no longer being used as a retail food store.
- B. This Agreement may be amended from time to time by an instrument duly executed, delivered and recorded by the then legal title holders of all of said Shopping Center Parcel and the Contiguous Premises.

- C. If it shall at any time be held that any of the provisions of this instrument or any part thereof are invalid or for any reasons become unenforceable no other provision or part thereof shall be thereby affected or impaired.
- D. Nothing contained on this Agreement shall be construed so as to make the parties hereto partners or joint venturers of any kind or nature, or so as to render any of the parties liable for the debts or obligations of the other.
- E. This Agreement shall, in no way, be construed so as to create any rights or benefits in any third parties except the parties hereto, their successors and assigns.
- F. Any articles or headings herein or marginal references are for convenience and reference only, and shall, in no way, define or limit the scope and content of this Agreement.
- G. Either party may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

GARY-WHEATON BANK, not personally  
but as Trustee under Trust #7890

By \_\_\_\_\_  
Vice President

Attest \_\_\_\_\_  
Secretary

## CONTIGUOUS PREMISES

## PARCEL 3:

THAT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26; THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1938, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 EAST ON THE EAST LINE OF TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G"; SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; CONTINUING THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF SAID TRACT "G", 33.0 FEET TO SAID CORNER. THENCE SOUTH 86 DEGREES 53 MINUTES WEST ON A NORTHERLY LINE OF SAID TRACT "G" 137.50 FEET TO A CORNER OF SAID TRACT "G"; THENCE NORTH 0 DEGREES 01 MINUTES EAST ON AN EASTERLY LINE OF TRACTS "G" AND "B" OF SAID SURVEY TO A CORNER OF SAID TRACT "B"; THENCE SOUTH 74 DEGREES 59 MINUTES EAST ON A SOUTHERLY LINE OF TRACT "B" 42.90 FEET TO A CORNER OF TRACT "B"; THENCE SOUTH 75 DEGREES 15 MINUTES EAST ON A STRAIGHT LINE WHICH RUNS TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DEED DATED DECEMBER 10, 1952 AND RECORDED DECEMBER 17, 1952, IN BOOK 1605, PAGE 197, AS DOCUMENT #713387, FOR A DISTANCE OF 677.713 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF DUNHAM ROAD; THENCE SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 201.323 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 40 SECONDS WEST 527.47 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS....

Foxboro Plaza  
St. Charles, IL

12/19/88 *WHP*

Exhibit B

Lessor is to provide and install the following for the construction of the new leased premises:

1. Excavation, grading, footings and concrete foundations, sidewalks.
2. Masonry walls including interior demising wall of 8" concrete block with 4'-0" parapet.(at an added cost of \$4,482.00 to Lessee)
3. Steel lintels, joists and mechanically fastened metal deck.
4. Single ply roof including R-20 roof insulation, coping, gutters and downspouts.
5. Storefront glass and glazing.
6. 4'x 7' foam insulated exterior rear door and drip flashing at location designated by Lessee.
7. All exterior carpentry including fascia, soffits and roofing.
8. Provide 200 amp., 3 phase, 4 wire 120/208 volt electric service to main distribution panel at location within leased premises as designated by Lessee.
9. Provide 4" sanitary sewer, 1" gas service with shut-off and meter and 1" water service with shut-off and meter to within leased premises at location designated by Lessee.
10. Exterior painting and finishes.
11. Parking lot, sealcoating, striping, concrete bumper stops, curb cuts, curbs and other site work including landscaping and parking lot lighting.
12. Concrete dumpster pad and dumpster enclosure if required by municipal ordinance.
13. Installation of H.V.A.C. unit and refrigeration condenser roof curbs and pitch pockets supplied by WHP and installed by Lessor's roofer.
14. Exterior awnings over glazed areas (colors per WHP approval).

*WHP*

Foxboro Plaza  
St. Charles, IL

12/19/88 *max. MEL*

Exhibit C

Lessee is to provide and install the following within leased premises:

1. Main electrical distribution panel and auxiliary panel (install only) within leased premises. Service to be 200 amp., 3 phase, 4 wire, 120/208 volt, WYE as supplied by Lessor. Panel is to be manufactured by Peterson Panel Co., Bellwood, IL.
2. Electrical lighting system.
3. Electrical power distribution system from panels.
4. All interior drains and other Lessee plumbing.
5. Water distribution.
6. Interior partitions, sheetrock and decorating, door frames and hardware.
7. Suspended ceilings and soffits.
8. Floor coverings and wall coverings.
9. H.V.A.C. unit, metal ductwork, insulation and registers.
10. Supply and install Lessee's signage on building.
11. All interior finish carpentry and painting.
12. Supply H.V.A.C. unit and refrigeration condenser roof curbs and pitch pockets to be installed by Lessor's roofer.
13. Exterior grease trap.
14. Concrete floor slab.

*MFD*

1494E

*MFD*

Amend 2

## AMENDMENT NO. 2

STORE NO. 33895

On the 8th day of February, 1989, Old Kent Bank Trust No. 6615 dated May 7, 1993, successor in interest to Capitol Bank and Trust, Trustee u/t/a dated 4/27/88 and known as Trust No. 1497, as LANDLORD, and 7-Eleven, Inc., successor in interest to White Hen Pantry, Inc., as TENANT, entered into a lease agreement covering the premises commonly known as 7-Eleven Store No. 33895 at 2400 E. Main, Suite 116, St. Charles, Illinois and more fully described in Exhibit A, which Exhibit is attached hereto and made a part hereof.

LANDLORD and TENANT presently desire to amend said lease agreement. Now therefore, in consideration of the premises and \$10 in hand paid each to the other, receipt of which is hereby acknowledged, said lease agreement shall be and is hereby amended as follows:

1. Term:

- a) The second option is hereby exercised for a period of five (5) years, beginning on April 1, 2010 and ending on March 31, 2015.

2. Rent:

This Amendment No. 2 is to be effective the 1st day of April, 2010.

In all other respects said lease agreement is hereby ratified and reaffirmed. Executed this 27th day of April, 2009.

ATTEST:

By: Rolun D. Bryant

Assistant Secretary

TENANT  
7-Eleven, Inc.By: DAVID HOLLANDAttorney-in-Fact  
DAVID HOLLANDLANDLORD  
Old Kent Bank Trust No. 6615, dated 5/7/93By: TERRY F. GRAB  
Name: TERRY F. GRAB  
Title: GENERAL MANAGER

33895

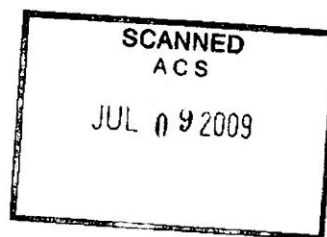
## PARCEL 1:

AT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1918, IN BOOK 28, OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J", 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF SAID TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (AS MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE NORTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ROUTE N. 64; THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE NORTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFOREMENTIONED EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THE WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO SAID EAST LINE OF SAID TRACT "G") OF THE ABOVE DESCRIBED PARCEL OF LAND, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

## CEL 2:

WEST 243.40 FEET (AS MEASURED PERPENDICULARLY TO THE HEREINAFTER DESCRIBED EAST LINE OF TRACT "G" OF A PLAT OF SURVEY RECORDED AS DOCUMENT 421812) OF THE HEREINAFTER DESCRIBED PARCEL OF LAND DESCRIBED AS: AT PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 26, THENCE EAST ALONG THE CENTER LINE OF SAID SECTION, 990 FEET TO THE EAST LINE EXTENDED NORTH OF TRACT "J", AS SHOWN ON THE PLAT OF SURVEY OF PART OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 23, 1918, IN BOOK 28 OF PLATS, PAGE 6, AS DOCUMENT 421812; THENCE SOUTH ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT "J" 217.3 FEET TO THE CENTER LINE OF STATE ROUTE NO. 64; THENCE NORTH 63 DEGREES 28 MINUTES EAST ALONG SAID CENTER LINE, 152 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE EAST LINE OF SAID TRACT "G" OF SAID SURVEY 592.90 FEET TO A POINT 33.0 FEET SOUTH OF A CORNER OF SAID TRACT "G", SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 85 DEGREES 04 MINUTES 40 SECONDS EAST ON A LINE WHICH INTERSECTS THE CENTER LINE OF DUNHAM ROAD AT A POINT WHICH IS SOUTH 9 DEGREES 43 MINUTES 30 SECONDS WEST, 201.323 FEET (AS MEASURED IN SAID CENTER LINE) THE POINT OF INTERSECTION OF SAID CENTER LINE WITH A LINE DRAWN SOUTH 75 DEGREES 15 MINUTES EAST FROM A CORNER OF TRACT "B" OF AFOREMENTIONED PLAT OF SURVEY TO THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO RUSSELL C. NORRIS BY DOCUMENT #713387; THENCE NORTH 9 DEGREES 43 MINUTES 30 SECONDS WEST IN THE CENTER LINE OF SAID DUNHAM ROAD 316.197 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF SAID STATE ROUTE NO. 64 THENCE WESTERLY ON SAID CENTER LINE, THE SAME BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1653.02 FEET AND CONVEX NORTHWESTERLY, 20.107 FEET TO A POINT OF TANGENCY OF SAID ARC; THENCE NORTH 63 DEGREES 28 MINUTES WEST ON SAID TANGENT CENTER LINE 508.40 FEET TO THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF SURVEY; THENCE NORTH 0 DEGREES 05 MINUTES EAST ON THE AFORESAID EAST LINE OF TRACT "G" 592.90 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

# SCANNED DATE



## AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE is entered into by and between OLD KENT BANK TRUST NO. 6615 dated May 7, 1993, ("Lessor"), and 7-ELEVEN, INC. ("Lessee").

WHEREAS, Lessee and Lessor are currently parties to that certain Lease dated February 8, 1989 (the "Lease"), covering certain property located at 2400 Main Street, Village of St. Charles, County of Kane, State of Illinois, a memorandum of which was recorded in February 28, 1989 as Document No. I960001 in the Records of Kane County, Illinois; and

WHEREAS, the parties desire to amend the Lease in manner set forth below:

1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

2. **Adjustments to Term.** Effective as of September 1, 2007, Section 2.3 (Lease Year) and 2.4 (Accounting Period) are hereby deleted. The following is substituted for Section 2.3:

Wherever used in the Lease, the term "lease year" shall mean a period of twelve (12) consecutive calendar months, with each "lease year" running from April 1 through March 31 of the subsequent year. The current term (the first Option period), and the term of each subsequent Option period, will expire on March 31 provided that the final year of the lease term will expire on March 28.

3. **Base Rental.** Section 3.2 of the Lease is deleted and the following substituted therefore:

Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:

a) The parties acknowledge that, for the current lease year, which commenced on April 1, 2007 and will end on March 31, 2008, Lessee has or will pay base rent in the amount

[REDACTED]

b) Commencing April 1, 2008 and for the remaining term of the first Option, Lessee shall pay the annual [REDACTED]

c) For the terms of the second Option, Lessee shall pay the annual base rental of [REDACTED]

d) For the terms of the third Option, Lessee shall pay the annual base rental of [REDACTED]

d) For the terms of the third Option, Lessee shall pay the annual base rental of

Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5<sup>th</sup>) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

4. **Time to Exercise Additional Options.** Lessee may exercise the second Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2010. Lessee may exercise the third Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2015.

5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 6, 2007.

"Lessee"

7-ELEVEN, INC.

By: 

Printed Name: J. Donald Stevenson, Jr.

Title: Assistant Secretary

Dated: \_\_\_\_\_, 2007.

"Lessor"

OLD KENT BANK TRUST No. 6615,  
dated 5/7/93

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5<sup>th</sup>) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

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5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 8, 2007.

"Lessee"

7-ELEVEN, INC.

By: 

Printed Name: J. Donald Stevenson, Jr.

Title: Assistant Secretary

Dated: \_\_\_\_\_, 2007.

"Lessor"

OLD KENT BANK TRUST No. 6615,  
dated 5/7/93

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 TO LEASE is entered into by and between OLD KENT BANK TRUST NO. 6615 dated May 7, 1993, ("Lessor"), and 7-ELEVEN, INC. ("Lessee").

WHEREAS, Lessee and Lessor are currently parties to that certain Lease dated February 8, 1989 (the "Lease"), covering certain property located at 2400 Main Street, Village of St. Charles, County of Kane, State of Illinois, a memorandum of which was recorded in February 28, 1989 as Document No. 1960001 in the Records of Kane County, Illinois; and

WHEREAS, the parties desire to amend the Lease in manner set forth below:

1. **Capitalized Terms.** Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Lease.

2. **Adjustments to Term.** Effective as of September 1, 2007, Section 2.3 (Lease Year) and 2.4 (Accounting Period) are hereby deleted. The following is substituted for Section 2.3:

Wherever used in the Lease, the term "lease year" shall mean a period of twelve (12) consecutive calendar months, with each "lease year" running from April 1 through March 31 of the subsequent year. The current term (the first Option period), and the term of each subsequent Option period ~~will expire~~ on March 31 provided that the final year of the lease term will expire on March 28.

3. **Base Rental.** Section 3.2 of the Lease is deleted and the following substituted therefore:

Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:



Beginning September 1, 2007, base rental shall be due and payable on or before the fifth (5<sup>th</sup>) day of each calendar month during the term and will be prorated for any partial month during the term, as applicable.

4. **Time to Exercise Additional Options.** Lessee may exercise the second Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2010. Lessee may exercise the third Option by providing written notice to Lessor no less than six (6) months prior to April 1, 2015.

5. **Conflicts.** The provisions of this Amendment will control over any conflicting provisions contained in the Lease. Except as provided above, the Lease shall remain in full force and effect in accordance with its terms.

In witness whereof, the parties have caused this Amendment to be executed on the dated set forth below to be effective as of September 1, 2007.

Dated: August 8, 2007.

"Lessee"

7-ELEVEN, INC.

By: 

Printed Name: J. Donald Stevenson, Jr.

Title: Assistant Secretary

Dated: August 8, 2007.

"Lessor"

OLD KENT BANK TRUST No. 6615,  
dated 5/7/93

FOXROO PLAZA PARTIAL, SOLE  
BENEFICIARY OF TRUST NO. 6615  
By: Jeffrey A. [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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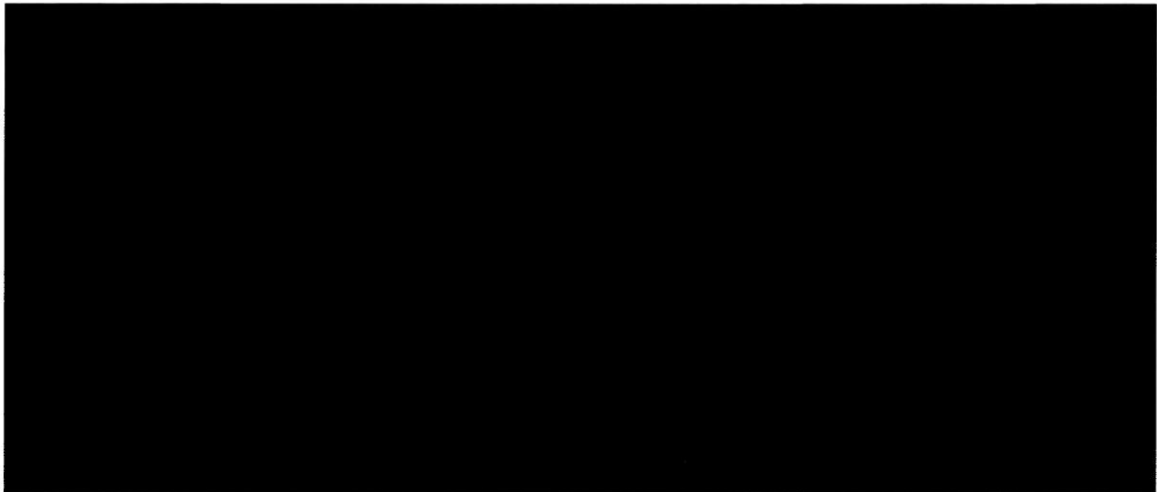
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Commencing on September 1, 2007, and provided that Lessee exercises the remaining options to extend the term, the monthly base rental will be as follows:



7-ELEVEN LOCATION 33895  
WHITE HEN LOCATION #9002

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Dated: August 8, 2007.

"Lessee"

7-ELEVEN, INC.

By: 

Printed Name: J. Donald Stevenson, Jr.

Title: Assistant Secretary

Dated: August 8, 2007.

"Lessor"

OLD KENT BANK TRUST No. 6615,  
dated 5/7/93

*FOXBORO PLAZA PARTIAL UNIT, SELLER  
UNIDENTIFIED OF TRUST NO. 6615*  
By: *Jeffrey A. Gaudin*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/17/2018

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 7-Eleven, Inc. 3200 Hackberry Road Irving TX 75063 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22667	

**COVERAGES**

CERTIFICATE NUMBER: 570072306485

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$500,000			G23857510010	10/01/2017	10/01/2018	EACH OCCURRENCE \$500,000 AGGREGATE \$500,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	<b>Liquor Liab Cvg</b>			HDOG27870636	01/01/2018	01/01/2019	Occurrence \$500,000 Aggregate \$500,000

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

Loc. 33895 / 2400 East Main St., St. Charles, IL 60174.  
Deepa Foods, Inc. is included as Additional Insured but limited to the location(s) shown and only as required by written contract or agreement and limited to the operations of the insured under said contract, per the applicable endorsement with respect to the Liquor Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of St. Charles Attn: Tracey Conti City Admin Senior Administrative Assistant & Deputy City Clerk 2 E. Main Street St. Charles IL 60174 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest Inc.</i>

Holder Identifier :

Certificate No : 570072306485

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

Filing Fee: \$150  
Franchise Tax: \$ 25  
**Total: \$175**

File #: 71644367

Approved By: JXR

**FILED**  
**JAN 29 2018**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: DEEPA FOODS INC.,

2. Initial Registered Agent: PRAVEEN GOUD  
First Name Middle Initial Last Name

Initial Registered Office: 704 W EASTON CT  
Number Street Suite No.  
PALATINE IL 60067-6700 COOK  
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	10000	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 <u>JANUARY 29</u>	<u>2018</u>	<u>704 W EASTON CT</u>
Month & Day	Year	Street
<u>PRAVEEN GOUD</u>	<u>PALATINE</u>	<u>IL 60067</u>
Name	City/Town	State ZIP Code



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 01-31-2018

Employer Identification Number:  
82-4232040

Form: SS-4

Number of this notice: CP 575 A

DEEPA FOODS INC  
% PRAVEEN GOUD  
704 W EASTON CT  
PALATINE, IL 60067

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4232040. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2018
Form 940	01/31/2019
Form 1120	04/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

#### IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is DEEP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

01-31-2018 DEEP B 9999999999 SS-4

CP 575 A (Rev. 7-2007)

CP 575 A

DATE OF THIS NOTICE: 01-31-2018  
EMPLOYER IDENTIFICATION NUMBER: 82-4232040  
FORM: SS-4 NOBOD

DEEPA FOODS INC  
% PRAVEEN GOUD  
704 W EASTON CT  
PALATINE, IL 60067

MUBASHAR KHAN  
2142 STERLING CT  
HANOVERPARK, IL 60133



OD15799343

# Certificate of Completion



MUBASHAR KHAN

Has diligently and with merit completed the

Off-Premise BASSET Alcohol Certification on 7/16/2018

from the American Safety Council.

A handwritten signature in blue ink, appearing to read "Jeff Pairan".

Jeff Pairan



## Illinois BASSET Training

This card certifies that:

**MUBASHAR KHAN**

has completed the

Off-Premise BASSET Alcohol Certification

A handwritten signature in blue ink, appearing to read "Jeff Patten", written over a horizontal line.

**8/15/2018**

Exp. Date

FireWood  
↑

looking to get this moved back outside

ATM

Sandel Case Micro wave

TH CSD  
Hi-wall

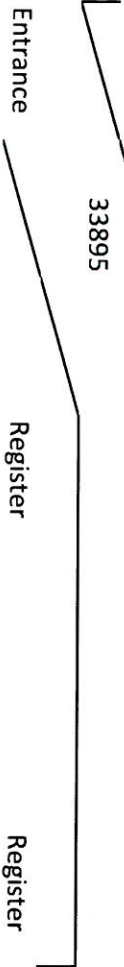
12 door vault -  
7 doors non alch

News	ambiant drink /chips
Hats	PMU auto/pet
Sunglasses	PMU soap
Beanie	hallmark
Babaies	paper
2 Beer Displays Front	seasonal BATT./ELECT.
Window	sbt rotaion

HABA	CANDY 3
HABA	CANDY 2
HABA	CANDY 1
bagged candy	

frito	NUTS/
frito	SEEDS
frito	MEAT
fem	

other	breakfast
other	pkg
prem	pkg
BAKE "A"	



Roller Grill Hot Food Display Chili/Chez Nacho

3' gondola section for hard liquor behind counter

5 Beer doors

↑ ↑  
back room

3' Wine End Cap	
cookie	grocery
cookie	rte
nutritional bars	

COFFEE BAR      CAPP      ICE COFFEE

ICE MERCH

FROZ. FOOD

TH ICE CRM

NOVELTY

4 BARREL

2 BARREL

FOUNTAIN

Vault Sq. Ft

30' x 7.5'

360" x 90"