| | AGEND | A ITEM EXECUTIVE SUMM | ARY | Agenda Item number: IIA3 | | |
|--|------------|---|-----|--------------------------|--|--|
| ST. CHARLES | Title: | Recommendation to approve a Late-Night Permit for the RAM Restaurant Group/dba "The Grandstander" located 11 N. 3rd Street (Class B). | | | | |
| SINCE 1834 | Presenter: | Jim Keegan, Police Chief | | | | |
| Meeting: City Council Date: April 16, 2018 | | | | | | |
| Proposed Cost: \$ | | Budgeted Amount: \$ | | Not Budgeted: | | |

Executive Summary (*if not budgeted please explain*):

This is a late night permit request for the RAM Restaurant Group/dba "The Grandstander" located at 11 N. 3rd Street.

Pursuant to this item being presented at the Government Operations Committee meeting on Monday, April 16, 2018 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on May 7, 2018 for final approval.

This item was presented at the April 16, 2018 Government Operations Committee meeting where it received a vote of 7-2 in favor.

Attachments (please list): Memo Letter

Recommendation/Suggested Action (*briefly explain*): Recommendation to approve a Late-Night Permit for the RAM Restaurant Group/dba "The Grandstander" located 11 N. 3rd Street (Class B).

Police Department

Memo



Date: April 9, 2018

- To: Raymond Rogina, Liquor Commissioner
- From: James Keegan, Chief of Police
- CC: Mark Koenen, City Administrator
- Re: RAM Restaurant Group INC/dba "The Grandstander" 11 N. 3rd Street/Late-Night Permit Request (Formerly Abby's)

I've had a chance to review the application material of "The Grandstander" and the associated written documentation.

The Grandstander is seeking approval of a late-night permit to operate as a bar/restaurant with a full-service kitchen. According to their application, the RAM Restaurant Group Inc. (Mr. Robert Mondi-formerly Abby's) is looking to transition "The Grandstander" concept from Geneva to St. Charles. Mr. Mondi is looking to partner with Chef David Reyes (owner and operator of the Finery in St. Charles) as a local manager. They will be focusing on food with a barbeque/smoker theme. The business plans on hosting weekly men's, women's and co-ed dart leagues (7 dart boards) and offer other bar games such as Golden tee, Claw machine and Deer Hunter. The Grandstander is seeking video gaming machines.

The business would like to be open Monday through Thursday 11:00am to 1:00am, Friday 11:00am to 2:00am, Saturday 10:00am to 2:00am, and Sunday 10:00am to 1:00am. The Grandstander is seeking a late-night permit which the Abby did not have but was licensed until midnight pursuant to a Class B license.

The police department could not find anything of a derogatory nature concerning Abby's or The Finery has not had any problems associated with either of their licenses. The police department supports and recommends in favor of both a dba change and the aforementioned late-night permit.

As always, I can answer any questions or concerns.

Police Department

Memo



| Date: | 04/09/18 |
|-------|--|
| To: | Chief Keegan |
| From: | Commander Pierce |
| Re: | Review of D.B.A. from Abby's to The Grandstander |

The purpose of this memo is to outline my review for the change of D.B.A. that was once Abby's to a new business name called, The Grandstander. Both business have been and will be located at 11 N. 3^{rd} Street.

On 03/22/18, Mr. Robert Mondi came to the City and filled out an application to change the name on his liquor license from "Abby's" to "The Grandstander". Mr. Mondi currently holds a Class B liquor license under the name Abby's with the parent company being RAM Restaurant Group INC. The Grandstander will also be run under the RAM Restaurant Group. According to Mr. Mondi, Abby's closed in October of 2017. Mr. Mondi has filed a letter with the Commission asking for the name change. The following is a quick overview Abby's application when it was first submitted and The Grandstander's application.

In the application for Abby's dated 3/05/15, Mr. Mondi included a business plan that touted Abby's as a breakfast and lunch restaurant with a focus on breakfast due to St. Charles not having a downtown breakfast restaurant. The hours of operation were from 7:30am to 3:30pm, 7 days a week. In the application they noted the desire to have a liquor license so they could sell, "Bloody Marys, Mimosas, wine, and a few craft beers with lunch and breakfast". On this application Mr. Mondi and a subject named James McCoy were listed as the only managers and subjects who were Basset trained. The lease for 11 N. 3rd St. was dated 03/01/15 to 02/28/2025. As stated above Abby's was closed in October of 2017.

In the application for The Grandstander dated 03-22-18, Mr. Mondi included a business plan. The Grandstander is a Bar/Restaurant according to the application. The application indicates that The Grandstander was a bar located in Geneva which has now closed. Mr. Mondi would like to move The Grandstander to St. Charles. He will be partnering with David Reyes who according to the application owns the Finery in St. Charles and owned The Grandstander when it was in Geneva. The business would like to be open Monday through Thursday 11:00am to 1:00am, Friday 11:00am to 2:00am, Saturday 10:00am to 2:00am, and Sunday 10:00am to 1:00am. *The Grandstander is asking for a late-night permit which the Abby did not have*. Mr. Mondi has indicated he has an application



pending for 5 video gaming machines. The bar will also have 7 dart boards and other bar games such as Golden tee, Claw machine and Deer Hunter. The business plans on hosting a weekly men's, women's and co-ed dart league. They will be selling food with a focus on barbeque and smoked food. The lease for the building is the same as the one turned in for Abby's dated until 02/28/2025.

CP

The Honorable Ray Rogina Mayor-Liquor Commissioner 2 Main Street St. Charles, IL 60174

January 31, 2018

RE: RAM Restaurant Group, Inc. d.b.a. Abby's Breakfast and Lunch

Dear Ray Rogina,

As you are aware, I closed Abby's Breakfast and Lunch in October due to health issues. We are in the process of potentially re-opening Abby's under a different concept that would utilize the current liquor license and also include a gaming license.

I am writing to you to request the RAM Restaurant Group, Inc.'s liquor license be granted an extension and not be forfeited, which under 5.08.150 it states- if a business is closed 30 days it is deemed forfeited. This was recently brought to my attention which is why I am requesting an extension at this time. I have attached copies of both my state and city license which if we were open would still be in effect.

Thank you in advance for this consideration.

Sincerely,

Róbert C´Mondi RAM Restaurant Group, Inc. 630-917-3439



RAYMOND P. ROGINA Mayor MARK KOENEN, P.E. City Administrator

February 6, 2018

Dear Rob,

I'd like to thank you for your letter of January 31, 2018 in which you explained the circumstances behind your request for an extension of your liquor license with the City of St. Charles. An extension of you license has been granted until the license expiration date of April 30, 2018 at which time you may renew your liquor license with the City or apply for a new license.

If you are in need of anything further please let me know.

Sincerely,

Raymond P. Rogina Mayor

Heritage. Community. Service. Opportunity.

Two East Main Street St. Charles, IL 60174 Phone: 630 377 4400 www.stcharlesil.gov

| Completed applications may be submitted to: Two East Main Street, St. Charles, IL 60174-1984 | | R |
|---|---------------------|-----------------|
| Date Application Received: 3-22-18 New Application | Renewal Application | |
| APPLICATION CHECKLIST Check items to confirm all are attached to this application | | |
| Application Fee | Applicant | Office Use Only |
| Completed Application for all questions applicable to your business. | X | |
| Copy of Lease/Proof of Ownership | X | |
| Copy of Dram Shop Insurance or a letter from | <u></u> | |
| Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote. | × | |
| Copy of Articles of Corporation, if applicable. | R | |
| Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees. | 均 | |
| Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating). | R | |
| Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of he establishment with tables, chairs, aisles, displays, cash register, bar, and lounge irea with dimensions, percentage, and square footage noted for each space). Be sure o also include all fixed objects , such as pool tables, bar stools, vending/amusement nachines; as well as all exits . | Ø | |
| opy of Business Plan, to include: Hours of Operation $12 - 2$ $M - TL$ $f \leq SL 11 - 2$ Copy of Menu Whether or not live music will be played at this establishment Will there be outdoor seating and/or outdoor designated smoking area Do not include a marketing or financial plan with this business plan | Ŕ | |
| e 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 0.377.4458 to discuss whether or not a walk-thru and/or permit are necessary for is business. | Ø | |
| I managers have been fingerprinted who are employed by your establishment. hen new management is hired, it is imperative you contact the Mayor's office to be gerprinted so the City's business files are appropriately updated. | Ø | |
| FICIAL USE ONLY Approved* Denied Date Approved/Denied:Cus | tomer Number: | |

07.05.2016

| APPLICANT INFORMATIO | NC | | | |
|--|---------------------|--|-----------------------------|--|
| A. Type of Business: 🔲 In | ndividual 🔲 Par | | ation D Other (explain): | |
| B. Business Name: RA | M RCS | THRAUNT | GROUP, I | |
| C. Business Address: | y grd | STECET | ST Chief | RS IL 60174 |
| D. IL Tax ID Number: | E. Business Pho | ine: | | RS I.L. (. () / 4 Business Website: |
| H. Contact Person: | | I. Title: | | bone No - |
| Rob Mon | 101 | Pres | stent | |
| K. If Corporation, Corporation | 1 DEST | AK BUNT | COUR T | - |
| L. Corporation Address (city, | , state, zip code): | | -ROUP, In | |
| BUSINESS ESTABLISHMEN | NT LOCATION IN | PICE C | veneur - | 1 60134 |
| A. Type of Establishment: | | - on an | | |
| B. Address applying for liquo | or license (exact | C. Number of | | enter Dther E. Holding Bar s.f. [5.08.010-F]: |
| IIN 3rd Stre | et charles | Public | N/n | \times |
| F. Total Building s.f.: G. | Total Number | H. Number of Bar | I. Sale Counter s.f.: | J. Live Entertainment Area s.f. |
| 12,000 | Seats: | Seats: 18 | X | [5.08.010-H]: N/A |
| K. Kitchen L. Cooler M. s.f.: s.f.: s.f.: 1, 2 30 F × 0 Q. Brief Business Plan description | Dry Storage | N. Seating Area s.f.: | O. Retail/public Area s.f.: | P. Service Bar s.f. [5.08.010-0]: |
| Q. Brief Business Plan descrip | ption based on typ | pe of establishment liste | ad above: | , - |
| The Grand | stander | - will be | a hich enc | a sports |
| Gaming a | nd Da | rts. It | will have | a sports |
| bar feel | with | TV's and | Small Plat. Barbecue | es w/an |
| MANAGER INFORMATION | 011 | JULGHED : | barbecke | 50005 |
| Full Name, include middle ini | itial: David | Reyes | Title: 11 | |
| Birthdate: , Birthplace | " Chicago, | L Driver's License# | Title: Manuer Home | Phone: |
| Home Address: | , | | | |
| Full Name, include middle ini | tial: | | Title: | |
| Birthdate: Birthplace | : | Driver's License#: | Home | Phone: |
| Home Address: | | | | |
| Full Name, include middle init | tial: | | Title: | |
| Birthdate: Birthplace: | : | Driver's License#: | Home P | hone: |
| Home Address: | | | | |
| | | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | | |

Page 2 of 12

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| | andatory: attach to this application a floorplan or layout of the proposed facility to include the following: | | | |
|--|---|--|--|--|
| | ASS B LICENSES | | | |
| | Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following (<i>check off once complete</i>): | | | |
| | 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.** | | | |
| | 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 drawin or as provided on the face of the license. | | | |
| A copy of the approved site drawing shall be attached to the approved license and is made a part of said | | | | |
| | | | | |
| S | 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. | | | |
| 15 | 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. | | | |
| 45 | 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. S C LICENSES 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 (rheck off once | | | |
| 5 | 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. S C LICENSES 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): | | | |
| | 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. SCLICENSES 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 alcoholice. | | | |
| | 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. S C LICENSES 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 | | | |
| | 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. S C LICENSES Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following (<i>check off once complete</i>): 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.** 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 any licensee by noting the same on the approved site drawing or any licensee by noting the same on the approved site drawing is not segregated or any licensee by noting the same on the approved site drawing is descent. | | | |

| со | RPORATION / PREMISES QUESTIONS |
|-------------------|---|
| | If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? Yes No |
| 1. | If yes, print name(s), date(s), and place(s) of naturalization: |
| | |
| | List the type of business of the applicant (5.08.070-3): Restaraunt Bar |
| | Number of years of experience for the above listed type of husiness (5 08 070.4) |
| | Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): 5 |
| | Location/address and description of business to be operated under this applied for license (5.08.070-5): 5 Location/address and description of business to be operated under this applied for license (5.08.070-6): 11 N 3rd Street, St. Charles IL 60174 unit-B/C Business will be a barbeque/Smokehouse with |
| | Carning and Darts |
| | Is the premises owned or leased (5.08.070-6A)? Owned Keased |
| | If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B): |
| | Name of Building Owner: TEIRY Grove |
| | Name of Building Owner: Terry Grove Address of Building Owner: 311 N Second Street St 304 ST Charles IL 60174 |
| | Mailing Address of Building Owner (if different): |
| | Phone Number: E-mail Address: |
| | Name of Building Owner: Property managers. gove egimail. (|
| and and the state | Address of Building Owner: |
| | Mailing Address of Building Owner (If different): |
| | Phone Number: E-mail Address: N |
| | Name of Building Owner: |
| | Address of Building Owner: |
| | Mailing Address of Building Owner (if different): |
| | Phone Number: E-mail Address: |
| | Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? Yes No If yes, please list the business name(s) and address(es): |

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| 9 | Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, | | | | | |
|-----|--|--|--|--|--|--|
| | and permit fees, for any current or previous establishment owned, operated or managed by the applicant? Yes No | | | | | |
| | If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. | | | | | |
| | Are any improvements planned for the building and/or site that will require a building permit? Yes No | | | | | |
| 10 | If you have been been been been been been been be | | | | | |
| | If yes, date building permit was applied for with Building & Code Enforcement: | | | | | |
| 11. | Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? Yes No If yes, what was the disposition of the application? Explain as necessary: | | | | | |
| 12. | Has applicant (and all possess lists in the second se | | | | | |
| 12. | 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)? | | | | | |
| | 6 | | | | | |
| | 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? | | | | | |
| 13. | List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary. | | | | | |
| | Government Unit: State of IL | | | | | |
| | Date: 2018 Location, City/State: IL IA112578.5 | | | | | |
| | Special Explanations: This is can existing License for this Location | | | | | |
| | Government Unit: City of St. Charles | | | | | |
| | Date: 2018 Location, City/State: 5t Charles IL \$318-1 Special Explanations: | | | | | |
| | Date: 2018 Location, City/State: 5t Charles IL \$318-1 Special Explanations: This is our existin License for this Location | | | | | |
| | Have any liquor licenses possessed ever been revoked (5.08.070-9)? Yes No | | | | | |
| 14. | If yes, list all reasons on a separate, signed letter accompanying this application. Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? | | | | | |
| | Yes No If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information. | | | | | |

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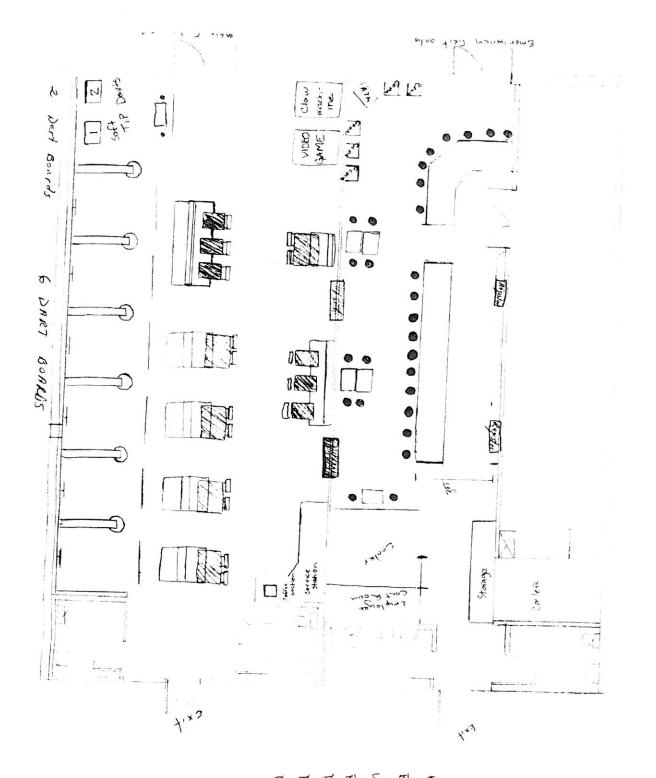
| 15. | Complete ONLY if yes was answered to the questions above (14): |
|-----|--|
| | Name of Business: |
| | Position with the Business: |
| | Date(s) of Denial: |
| | Reason(s) for Denial of License: |
| | |
| 16. | Date of locareneating (III) |
| .0. | Date of Incorporation (Illinois Corporations) (5.08.070-10): |
| | Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): |
| 17. | 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)? |
| | 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? |
| | 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? |
| | Have you ever been convicted of a gambling offense? Yes No (If a partnership or corporation, include all partners) and the local manager(s).) |
| | Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? |
| | 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). |
|) | Has this been done? Yes No |
| | |
| | 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)? Yes No |
| | 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. |

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| | ory: Is the premises v Rersons; home for ve | terans, then wives/ | husbands, or childr | en; and/or any | military or naval st | ation (5.08.230) ? |
|-----------|--|---------------------|---------------------|----------------|----------------------|---------------------------|
| MMENTS/AL | DDITIONAL INFORMA | TION | | | | |
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| Name: | (First) | t MONDI (Last) | CHARLES (Middle) | Manager |
|---------------------------|----------------------------|-----------------------------|---------------------|--------------|
| Home Str | eet Address: | | | J. |
| City, State | e, Zip: | , | | |
| Date of C | ourse: | Place Course was Take | n: | |
| Birthdate | | Certificate Granted: | Expirati | on: |
| Name: | DAVID | Reves | | |
| | (First) | (Last) | (Middle) | Manager |
| | eet Address: | | | |
| City, State | _ | | | |
| | ourse: 5-6- | _ | · 360 trainin | S-Com |
| Birthdate: | | lertificate Granted: yes | Expiratio | on: |
| Name: Home Stre | (First) JL, et Address: | Liette (Last) Reyes | (Middle) | Manager |
| Lity, State, | . Zip: | | | |
| Date of Co | urse: 5/6/ | 15 Place Course was Taken | :360 traini | |
| Birthdate | | Certificate Granted: 5/6/15 | Expiratio | n: C.O.A. |
| lame: | (First) | (Last) | (Middle) | Manager |
| iome Stree | et Address: | er gebund 🔹 | | |
| | Zip: | | | |
| ity, State, | | | | |
| ity, State, ate of Cou | urse: | Place Course was Taken | | |

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Vide Gaming Dining Kitchen Der r Bathrooms (1) Dining in Bar 400 Darts/Games 600 Allocation of Space 200 200 100 1,300 600 0000 18 2.59 50 °02 150 32.S 10.2 15%

1"= 5.5'

RAM RESTAURANT GROUP, INC. BUSINESS PLAN

Ram Restaurant Group, Inc. previously doing business as Abby's Breakfast and Lunch is changing it's name to The Grandstander which was formerly located in Geneva, IL. The goal is to be re-open by mid may. Abby's closed mid October last year due to health issues of Owner Rob Mondi.

The Hours of Operation will be Monday through Thursday 11:00 to 1:00 Friday hours will be 11:00 to 2:00 and Saturday will be 10:00 to 2:00 and Sunday 10:00 to 1:00.

The menu will be the same as the current menu in Geneva but with the addition of more Barbeque/Smoked foods. – See Attached

There will not be live music at this time. There will not be outdoor seating or designated outdoor smoking areas at this time.

There is an application currently pending for 5 video game machines as well as a few other games (Golden Tee, Claw Machine, Deer hunter) In addition there will be 7 dart boards with a combination of steel tip and soft tip options. There will be weekly league play (men's, Women's, Co-ed, etc.) The darts will also be available for customers. A small space will eventually be designated for retail dart products.

David Reyes, owner of the Finery will be the general manager and eventually partner in this venture. He brings a wealth of knowledge and experience. David In addition to owning the Finery, Reyes is the owner of The Grandstander in Geneva. We feel the concept will do much better in St. Charles than Geneva and the addition of Darts and Barbecue will be a nice addition to the community as there is nothing like this around.

| Date: 3-13-18 |
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| J |
| T Group aba The Grandstand |
| T Group dba The Grandstand St. Charles IL 60174 |
| |
| e permit is issued. |
| |
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| |
| ude: |
| \$100.00 per day) |
| omic Development @ 630.377.4443) |
| |
| |
| ue permit indicated above. |
| |
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| AD | ADDENDUM TO RETAIL LIQUOR LICENS | 5E APPLICATION |
|---------------|---|--|
| То | To be completed by the City of St. Char | rles Police Department |
| Da | | me of Applicant: |
| Na | Name of Business: | |
| Ad | Address of Business: | |
| | | Ward Number: |
| То | To Liquor Control Commissioner, City o | f St. Charles, Illinois |
| effe | effect for the investigation of an applicant fo | harles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in |
| 1. | 1. Date on which applicant will begin sell | ing retail alcoholic liquors at this location: |
| 2. | | |
| 2. | | hurch; school; hospital; home for the aged or indigent persons; home for veterans, their |
| | wives/husbands or children; or any mil | litary or naval station? Yes No |
| 3. | 3. If the answer to question 2 is yes, answ | ver the following: Is applicant's place of business a hotel offering restaurant service, a |
| | regularly organized club, a restaurant, | a food shop, or other place where the sale of alcoholic liquors is not the principal |
| | business? Yes No | |
| | If yes, answer a, b and c: | |
| | a. State the kind of such busines: | S |
| | b. Give date on which applicant t | began the kind of business named at this location |
| | c. Has the kind of business desired and the second sec | gnated been established at this location for such nursose prior to February 1, 1934 |
| | | nce such time by either the applicant or any other person? |
| | Yes No | |
| L. | If premises for which an alcoholic liquor | r license is herein applied for are within 100 feet of a church, have such premises been |
| | | |
| | incensed for the sale of alcoholic liquor a | at retail prior to the establishment of such church? Yes No |
| | If yes, have the premises been continuo | ously operated and licensed for the sale of alcoholic liquor at retail since the original |
| | alcoholic liquor license was issued there | |
| $ \downarrow$ | | |
| • | Is the place for which the alcoholic lique | or license is sought a dwelling house, flat, or apartment used for residential purposes? |
| | Yes No | |
| - | Is there any access leading from promise | er to any other partice of the second state |
| 1 | purposes and which is permitted to be u | es to any other portion of the same building or structure used for dwelling or lodging used or kept accessible for use by the public? (Connection between premises and such |
| | | is used only by the applicant, his/her family and personal guests not prohibited.) |
| | Voc Nic | |
| | Ves No | |
| | | he same place any other class of business in addition to that of City Retailer of |

| | | | | | | Page 11 of 12 |
|-------|--|-------------------|--------------------------|---------------------|---|--|
| | Signature Of C | hief of Police | | | | Date |
| Recom | mend Issuing Liquor License: | Yes | | No | | |
| ENDO | DRSEMENT OF THE CHIEF OF | POLICE | | | | |
| | Investigating Officer Sig | nature | | | | Badge Number & Rank |
| | | | | | | |
| | DRSEMENTS AND APPROVA STIGATING OFFICER | LS | | | | |
| | ATURES | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| 14. | Other necessary data: | | | | | |
| | | | | | Date: | |
| 13. | Fingerprinted by: | | - Berbu | neu r | | |
| | Have all persons named in this a | oplication heen | fingerori | nted? | | |
| | | | | | | |
| | If no, state exceptions: | | | | | |
| 12. | From your observation and inve | stigation, has a | pplicant- | to the b | est of your knowle | edge-truthfully answered all questions? |
| | | | | | | |
| 11. | completion for each manager. A | | | | | Provide a copy of the certificate of training |
| 11. | such minors? Yes No | | | | | |
| 10. | | trie principal bu | plied for isiness tra | a store insacted | or place of busine d consists of schoo | ss where the majority of customers are I books, school supplies, food or drinks for |
| 10 | thereof, such as county, city, et | | | | | |
| 9. | Are premises located in any bu | | | der the | control of the Star | e of Illinois or any other political subdivision |
| | light or artificial white light so | that all parts of | the inter | ior shall | be clearly visible? | Yes No |
| 8. | Are all rooms where liquor will | be sold for cor | sumption | n on the | premises continu | ously lighted during business hours by natura |

| ENDORSEMENT OF THE | LIQUOR CONT | ROL COMMISSI | ONER | |
|------------------------|-----------------|--------------|------------------|-----------------|
| Recommend Issuing: | Yes | No | Date: | |
| Comments | | _ | | |
| comments | | | | |
| | | | | |
| | | | | |
| | 0 | Lia | uor Commissioner | |
| ENDORSEMENT OF THE | FIRE CHIEF | | | |
| Recommend Issuing: | Yes | No | Date: | |
| Comments: | | | | |
| comments. | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Fire Chief | |
| ENDORSEMENT OF THE E | BUILDING CON | MISSIONER | | |
| Recommend Issuing: | Yes | No No | Date: | |
| Comments: | | | | |
| | | | | |
| | | | | |
| | | | | |
| Zoning Classification: | | | | |
| | | | Buildir | ng Commissioner |
| ENDORSEMENT OF THE F | INANCE DIREC | CTOR | | |
| Recommend Issuing: | Yes | No | Date: | |
| Comments: | | | | |
| | | | | |
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| | | | | |
| | | Ei | nance Director | |
| APPROVAL OF THE CITY C | OUNCH | FI | | |
| Approved for Issuing: | | | Vata A | New |
| when the rearing: | Yes | No | Vote: Ayes | Nays |
| | | Clash | Date: | |
| Attes | ited to by City | Clerk | | |

COMMERCIAL LEASE AMI/Mond - Restaurant Lse doc

| DATE OF LEASE: | February 2, 2015 |
|----------------|--|
| TERM OF LEASE: | March 1, 2015 through February 28, 2025 |
| LANDLORD: | Terry F. Grove, 311 North Second Street, Suite 304, St. Charles, Illinois 60174, hereinafter called Landlord |
| TENANTS: | Ram Restaurant Group, Inc., an Illinois corporation |
| GUARANTORS: | Robert C. Mondie, J. Mathew McCoy and Abednejo Meija |

RENT:

Each monthly payment of base rent and maintenance, real estate taxes, insurance and garbage collection charges shall be made at the office of Landlord (Terry F. Grove, 311 No. 2nd St., Ste. 304, St. Charles, 1L 60174) on or before the 1st day of each month. If two of Tenants' personal checks are returned for non-sufficient funds during any twelve (12) month period, Tenants are obligated under this Lease from that point of time until the end of the lease period to give to Landlord a Cashier's Check, certified check or bank check for each month's rent. Note that the monthly rent listed below is the base rent. In addition to base rent, Tenants will also pay the (their proportionate share) of maintenance, real estate taxes, insurance and garbage collection costs, currently estimated to be Sauced. With regard to garbage collection, it is currently collected once a week. If due to volume or smell due to restaurant waste additional pickups have to be made, then Tenants will pay for those additional pickups in addition to the 18% shared cost. The charges for maintenance, real estate taxes, insurance and garbage collection will be from time-to-time adjusted. The monthly base rental payment amounts shall be as set forth on Schedule A hereto unless and until Tenant exercise its option under paragraph 22 or right of first refusal under paragraph 23 to lease the Antique Market III space, in which case base rent will be as per Schedule B attached hereto, and in addition to the base rent set forth in Schedule B, Tenant shall pay thirty-three percent (16) of maintenance, real estate taxes, insurance and garbage collection costs, currently estimated for both spaces to be per month.

LATE FEE: If the monthly base rental check plus charges for maintenance, real estate taxes, insurance and garbage collection is not received by the first of the month, then a \$10.00 a day late fee shall be assessed.

LOCATION: 11 North Third Street, St. Charles, Illinois 60174

BUSINESS OF TENANTS: Restaurant

UTILITIES:

1. Tenants will pay all utilities serving the Premises.

SECURITY DEPOSIT:

2. Tenants shall pay the Landlord at the time this lease is signed a security deposit in the amount of **definition** to be held by Landlord and returned to Tenants at the expiration of the lease less any amounts retained for damage to the premises. The security deposit shall not be used by Tenants to make any of their rental payments including the last month's rent. No interest will be paid on the security deposit.

PREMISES:

3. Landlord agrees to provide the space in an "as is" condition. Except for non-structural alterations not exceeding Ten Thousand and No/100 Dollars (\$10,000,00), Tenants shall not make any alterations in the premises without the written consent of Landlord. Landlord represents and warrants that it has not received any notice from any governmental body regarding code violations of noncompliance with the Americans with Disabilities Act, nor does Landlord have any knowledge of such any code violations or noncompliance.

MAINTENANCE:

4. Tenants agree to keep the premises in good repair at their own expense including, but not limited to, maintenance and repair of all heating, air conditioning, plumbing, electrical serving the Premises and replacement of broken glass and shall pay for all damages caused to the unit and/or any other unit caused by Tenants' failure to maintain the premises, unless any of the foregoing repairs are required as a result of the gross negligence or intentional acts of Landlord, its employees or agents. The foregoing to the contrary notwithstanding, Landlord, at its sole cost and expense, shall make all necessary repairs and replacements to, and shall keep in condition and repair, the structural portions and exterior of the building in which the Premises are located, including, but not limited to, the roof (including drains, downspouts, flashing and parapets, but excluding glass), foundations, floor construction, sidewalks and items of similar character, and pipes, sewer lines and conduits leading to the Premises from utility installations.

LIABILITY INSURANCE:

5. Except for injuries or death resulting from the gross negligence or intentional act of Landlord, its employees or agents, Landlord shall not be liable for injuries, including accidental death, to any person or damage to any property due to the condition of the premises or to the occurrence of any accident on or about the premises as a result of any act or neglect of Tenants or of any other occupant of the premises or of any other person. Tenants shall be responsible and liable to Landlord for any damage to the premises by the license of Tenants, expressed or implied, and Tenants do hereby indemnify and save harmless the indemnified parties from any and all liability for any injury, including

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

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

If Tenants desire to serve alcoholic beverages, then Tenants will obtain liquor liability insurance (dram shop insurance) in the amount of at least \$1,000,000,00, which will name Landlord as an additional insured.

NON-LIABILITY OF LESSOR:

6. Except for loss or damage caused by the gross negligence or intentional acts of Landlord, its employees or agents, the Landlord shall not be liable for any loss of property or defects in the building or in the premises, or any accidental damages to the person or property of the Tenants in or about the building or the premises, from water, rain or snow which may leak into, issue or flow from any part of the building or the premises, or from the pipes or plumbing work of the same nor from any failure of the heating and/or cooling systems. The Tenants hereby and agree to make no claim for any such loss or damage at any time.

SIGNS:

 Landlord must approve any signs or awnings or any other items attached to or placed on the outside of the building and such approval will not be unreasonably withheld, conditioned or delayed.

ASSIGNMENT SUBLETTING:

8. Tenants shall neither sublet the Premises or any part thereof nor assign this lease nor permit by any act or default any transfer of Tenants' interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned without in each case the written consent of Landlord.

SURRENDER OF PREMISES:

9. If Tenant has not exercised option to lease Antique Market III, then at the termination of this lease, by lapse of time or otherwise, Tenants agree to yield up immediate and peaceable possession to Landlord in a vanilla-box condition, which means replacement of any damaged ceilling tiles, removal of any carpeting or any other type of floor covering leaving only smooth, cement floors and freshly painted white walls with any nail holes filled and sanded (a "Vanilla Box"). In the event Tenant fails to surrender

a Vanilla Box to Landlord or Tenant fails to secure a new tenant that agrees to accept the Premises "as is," Tenant shall pay to Landlord a surrender fee equal to one month's rent and Landlord shall be entitled to retain the Security Deposit. In the event Tenant fails to surrender the Premises at the termination of this Lease. Tenant shall pay to Landlord as liquidated damages, for the whole time such possession is withheld, a sum equal to 150% times the then current daily rental rate per day, or in case the Premises shall be abandoned, deserted or vacated, and remain unoccupied fourteen days consecutively, the Tenants hereby authorize and request the Landlord as Tenants" agent to re-enter the Premises and remove all articles found therein, place them in some regular storage warehouse or other suitable storage place, at the cost and expense of Tenants and proceed to re-rent the Premises at the Landlord's option and discretion and apply all money received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Landlord. If the Tenants shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Landlord by reason thereof shall be authorized to declare the term ended, and the Tenants hereby expressly waive all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer and Landlord and Tenants agree that the Landlord, his agents or assigns may begin suit for possession or rent without notice or demand.

REMOVED PROPERTY:

10. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided the Tenants hereby authorize and request the Landlord to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses or removal, storage and sale to apply towards the rent reserved herein, rendering the balance remaining, if any, to Tenants upon demand.

COMPLIANCE WITH ALL LAWS:

11. Tenants at all times shall be in compliance with all state laws and city ordinances regarding their premises and type of business.

NO ADDITIONAL LOCKS:

12. No additional locks shall be placed upon any exterior doors without the written consent of the Landlord firsthand and endorsed upon this lease (such consent not to be unreasonably withheld, conditioned or delayed); and upon the termination of this lease, Tenants will surrender all keys to premises.

ADDITIONAL RULES & REGULATIONS:

13. The Landlord reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to lime be needful for the safety, care and cleanliness of the premises and for the preservation of good order therein.

PLURALS; SUCCESSORS:

14. The words "Landlord" and "Tenants" wherever used in this lease shall be construed to mean Landlord or Tenants in all cases where there is more than one Landlord or Tenants, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Landlord or Tenants herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

PARKING:

15. Tenants agree that they will cause themselves and their employees to park their cars in parking lots designated for eight hours or more parking.

NOTICES:

16. All notices to be given pursuant to this lease shall be deemed to have been given when hand-delivered to the addresses set forth below:

If to Landlord to: Terry F. Grove, 311 N. 2nd St., Stc. 304, St. Charles, 1L 60174

If to Tenants to: Robert C. Mondi, 2410 Danbury Court, Geneva, Illinois 60134 Home No. (630)262-5734 -- Cell, No. (630)917-3439

MISCELLANEOUS

17. Tenant shall have ten (10) days to cure any monetary default under this Lease and thirty (30) days to cure any non-monetary default hereunder, such cure periods to commence upon Tenant's receipt of written notice from Landlord setting forth an alleged event of default. In the event Tenant shall have commenced to cure a non-monetary default within the aforesaid 30 day cure period and it shall be impossible or impractical for the completion of such non-monetary cure within the 30 day cure period, Tenant shall be granted a reasonable extension thereto within which to complete such non-monetary cure, provided Tenant shall at all times diligently pursue such non-monetary cure.

18. Landlord represents and warrants that Landlord has not received any notice from any governmental body, nor does Landlord have any knowledge, of any hazardous material in, on or under the Premises

19. Each party shall bear its own attorneys' fees and costs in connection with any matter arising under this Lease. No party shall be entitled to seek reimbursement for any such attorneys' fees or costs from the other party.

20. If either Landlord or Tenant fails to perform timely any of the terms, covenants or conditions of this Lease to be performed by Landlord or Tenant, as the case may be, and such failure is due in whole or in part to any civil disorder, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party, or by the other party's agents, enployees, contractors, licensees or invitees, or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be, then Landlord or Tenant, as the case may be, shall not be deemed in default under this Lease as a result of such failure and any time for performance by Landlord or Tenant, as the case may be, enovided for herein shall be extended by the period of delay resulting from such cause.

21. At the end of each leas year, Landlord shall supply Tenant with a summary of all maintenance, real estate taxes, insurance and garbage collection costs and expenditures. Tenant or its agents shall have the right to review the books and records of Landlord to verify all costs and expenditures and the determination of Tenant's proportionate share of such expenses, provided Tenant makes such request of Landlord within one (1) month after the receipt of each summary.

ANTIQUE MARKET III SPACE OPTION AND RIGHT OF FIRST REFUSAL

22. The space adjacent to the Premises is currently occupied by Antique Market III (the "Antique Market III Space") on a three (3) month-to-month tenancy, and will be occupied on a five-month lease. As part of this Lease, Tenant shall have the exclusive option (the "Option") to lease the Antique Market III Space on the terms and conditions set forth in this Lease, except that rental for the combined spaces shall be as set forth on Schedule B hereto. Upon tenant exercising its option to lease Antique Market III space, Landlord will provide Antique Market III with one calendar month notice of termination of its lease and, after such notice of termination expires, Tenant shall accept the Antique Market III space in "as is" condition. Upon the termination of the Lease, Tenant shall accept the Antique Market III space to Landlord in "vanilla box" condition. In the event Tenant fails to surrender the Antique Market III in "vanilla box" condition to Landlord, or Tenant fails to

SCHEDULE A

| 3/1/2015 | through | 2/29/2016 | made. |
|----------|---------|-----------|--------------------|
| 3/1/2016 | through | 2/28/2017 | SP/100/month |
| 3/1/2017 | through | 2/28/2018 | , 1 / month |
| 3/1/2018 | through | 2/28/2019 | S250 / month |
| 3/1/2019 | through | 2/28/2020 | STL500 / month |
| 3/1/2020 | through | 2/28/2021 | SU 690 / month |
| 3/1/2021 | through | 2/28/2022 | Strop / month |
| 3/1/2022 | through | 2/28/2023 | D/month |
| 3/1/2023 | through | 2/29/2024 | stoo0 / month |
| 3/1/2024 | through | 2/28/2025 | / month |

SCHEDULE B

| 3/1/2015 | through | 2/29/2016 | \$5158 / month |
|----------|---------|-----------|----------------|
| 3/1/2016 | through | 2/28/2017 | month |
| 3/1/2017 | through | 2/28/2018 | SEDER / month |
| 3/1/2018 | through | 2/28/2019 | state / month |
| 3/1/2019 | through | 2/28/2020 | S 150 / month |
| 3/1/2020 | through | 2/28/2021 | S / month |
| 3/1/2021 | through | 2/28/2022 | S the / month |
| 3/1/2022 | through | 2/28/2023 | South / month |
| 3/1/2023 | through | 2/29/2024 | Strand / month |
| 3/1/2024 | through | 2/28/2025 | S5 3 / month |

secure a new tenant that agrees to accept the premises "as is," Tenant shall pay to Landlord a surrender fee for Antique Market III of <u>Regret Tenant and Not 100 Do</u>llars (). The Option shall terminate if not exercised by December 31, 2016.

23. In the event Tenant has not exercised its Option and during the term of this Lease Landlord receives a bona fide good faith offer to lease the Antique Market III Space to a third party, Landlord shall promptly notify Tenant of such offer in writing, and Tenant shall have fourteen (14) days within which to notify Landlord of its intent to enter into a lease for the Antique Market III space on the terms and conditions set forth in this Lease. If Tenant does not notify Landlord within the 14 day time period aforesaid that Tenant intends to enter into a lease for the Antique Market III space then this right of first refusal is terminated and Tenant will no longer have the right of first refusal. This right of first refusal shall expire on December 31, 2016.

24. In the event Tenant exercises its Option or the Right of First Refusal, the tenancy for the Antique Market III Space shall be governed by this Lease, except that (i) the term of the tenancy of the Antique Market III Space shall be equal to the term remaining on this Lease and (ii) Tenant shall be entitled to occupy the Antique Market III Space rent-free for the initial six (6) months.

Witness the hands and seals of the parties hereto, as of the date of lease stated above.

Landlord:

Terry F. Grove

Tenant:

RAM RESTAURANT GROUP, INC.

ND Its: Presid

| | TIFICATE OF L | ABILITY | INSU | RANCE | DATE (MM/DD/Y) |
|--|--|---|---|---|--|
| CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS | MATTER OF INFORMATION O | NLY AND CONFE | ERS NO RIGH | TS UPON THE CERTIS | ICATE HOLDER. T |
| IMPORTANT: If the certificate holder | ND THE CERTIFICATE HOLDER | l | | IN THE ISSUING INSU | RER(S), AUTHORIZ |
| IMPORTANT: If the certificate holder the terms and conditions of the policy, certificate holder in lieu of such endors PRODUCER | certain policies may require an ement(s). | he policy(ies) mu n endorsement. A | ist be endors A statement o | ed. If SUBROGATION n this certificate does n | S WAIVED, subject |
| DONNA A TONOVITZ (16137) | | LCONTACT | ONNA A TON | | |
| 1118 E MAIN ST | | PHONE | 30-549-7694 | and the second se | 000 5 10 9999 |
| SUITE 1A ST CHARLES, IL 60174-0000 | | and the second se | the second se | ITZ@COUNTRYFINANC | No): 630-549-7698 |
| 01 01/412E3 12 80174-0000 | | 100/1233 | | | TAL COM |
| INSURED 4251408 | | INSURER A CO | UNTRY MULU | FORDING COVERAGE | NAIC |
| RAM RESTAURANT GROUP INC | | INSURER B | | | 20990 |
| IT N 3HD ST | | INSURER C | | | |
| ST CHARLES, IL 60174 | | INSURER D | | | |
| | | INSURER E | | | |
| COVERAGES | | INSURER F | | | |
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| EXCLUSIONS AND CONDITIONS OF SUCH PC | RTAIN, THE INSURANCE AFFOR | DED BY THE POLI | CIES DESCRIE | R DOCUMENT WITH RES | PECT TO WHICH TH |
| TR TYPE OF INSURANCE AL | DOL SUBA | | C OLAIN | 10 | IN ALL THE LEAN |
| GENERAL LIABILITY | SA WYD POLICY NUMBER | POLICY EI (MM/DD/YY | POLICY EX | | WITS |
| COMMERCIAL GENERAL LIABILITY | AM9236877 | 3/5/2018 | 3/5/2019 | EACH OCCURRENCE | \$ 1,000,000 |
| CLAIMS-MADE V OCCUR | 1 | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | 3 50,000 |
| BUSINESSOWNERS | | | | MED EXP (Any one person) | s 5,000 |
| | | | | PERSONAL & ADV INJURY | s 1,000,000 |
| GENL AGGREGATE LIMIT APPLIES PER | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| POLICY PRO- | | | | PRODUCTS - COMP/OP AGO | \$ 2,000,000 |
| AUTOMOBILE LIABILITY | 410000077 | | | COMBINED SINGLE LIMIT | 5 |
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| ALL OWNED SCHEDULED AUTOS | | | | BODILY INJURY (Per person) | 5 |
| HIRED AUTOS | | | | BODILY INJURY (Per accident PROPERTY DAMAGE | , |
| | Covered on Businessown | ers | | (Per accident) | \$ |
| UMBRELLA LIAB OCCUR EXCESS LIAB | AU9236471 | 3/5/2018 | 25.00.0 | EACH OCCUPERING | 3 |
| ULAIMS-MADE | | 5/5/2018 | 3/5/2019 | AGREGATE | s 1.000.000 |
| WORKERS COMPENSATION | | | | POOREGATE | \$ 1,000,000 |
| AND EMPLOYERS' LIABILITY | | | | WC STATU OTH | 5 |
| ANY PROPRIETOR/PARTNER/EXECUTIVE // N OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) | | | | EL EACH ACCIDENT | s |
| | | | | EL DISEASE - EA EMPLOYEE | · In a design of the second se |
| DESCRIPTION OF OPERATIONS below | | | 1 | EL DISEASE - POLICY LIMIT | And a second sec |
| LIQUOR LIABILITY | AM9236877 | 3/5/2018 | 3/5/2019 | Each Person BI Limit | |
| | | | | AGGREGATE | s 0 s 2.000.000 |
| CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (| | 1 | 1 | | |
| LICY INFORMATION | Attach ACORD 101, Additional Remarks So | chedule, il more space i | s required) | | |
| ch Person Property Damage Limit and Loss (ois Statute | of Means of Support or Loss of So | ociety Limit are inci | inded in Liquid | Lipbility Courses and | 2 |
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| | | THE EXPIDATION | | | DELIVERED IN |
| CITY OF ST CHARLES | | | | | |
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| | | ACCORDANCE WIT | TH THE POLICY | PROVISIONS. | |
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| 2 E MAIN STREET | | ACCORDANCE WIT | TH THE POLICY | PROVISIONS. | |

The ACORD name and logo are registered marks of ACORD

| AGENCY | CUSTOMER | ID: |
|--------|----------|-----|
|--------|----------|-----|

LOC #:

ACORD

| AUDIT | IONAL REM | ARKS SCHEDULE | Page of |
|--|--------------------------|---------------------------|---------|
| AGENCY | | NAMED INSURED | |
| POLICY NUMBER | RAM RESTAURANT GROUP INC | | |
| AM9236877 | | ST CHARLES, IL 60174 | |
| CARRIER COUNTRY Mutual Insurance Company 20990 | | | |
| ADDITIONAL REMARKS | | EFFECTIVE DATE: 3/20/2018 | |
| HIS ADDITIONAL REMARKS FORM IS A SCHEDULE | TO 40000 5000 | | · |
| FORM NUMBER: ACORD 25 FORM TITLE: CERT | IFICATE OF LIABILITY | | |
| (POLICY INFORMATION CONTINUED) | | | |
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| ORD 101 (2008/01) | | | |

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Г

| BELOW. THIS CERTIFICATE OF I REPRESENTATIVE OR PRODUCER, | AND THE | CERTIFICATE HOLDER. | C A CONTRAC | DEIWEE | N THE ISSUING INSUR | RER(S), AUTHORIZ |
|---|-------------|------------------------------------|--|--|---|--|
| the terms and conditions of the poli- certificate holder in lieu of such end | er is an A | DDITIONAL INSURED, the | oolicy(ies) must dorsement. A s | be endorse tatement or | ed. If SUBROGATION is this certificate does no | S WAIVED, subject of confer rights to |
| PRODUCER DONNA A TONOVITZ (16137) | | (J). | CONTACT | | | ····· |
| 1118 E MAIN ST | | - | PHONE | NNA A TONC 549-7694 | | |
| SUITE 1A | | | C. A. C. | the state of the s | ITZ@COUNTRYFINANC | Noj: 630-549-7698 |
| ST CHARLES. IL 60174-0000 | | - | | | | IAL COM |
| NSURED 4251400 | | | INSURER A COU | NTRY Mutua | FORDING COVERAGE | NAIC |
| RAM RESTAURANT GROUP INC | | | NSURER B : | | incortance company | 20990 |
| IIN 3RD ST | | | NSURER C : | | | |
| ST CHARLES IL 60174 | | | NSURER D | | | |
| | | - | NSURER E : | | | |
| OVERAGES | | | SURER F : | | | |
| | RTIFICAT | E NUMBER: | | | REVISION NUMBER | |
| THIS IS TO CERTIFY THAT THE POLICIE INDICATED NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDUCTOR OR MAY | S OF INSU | IRANCE LISTED BELOW HAVE | BEEN ISSUED T | O THE INSU | RED NAMED ABOVE FOR | THE POLICY PERIC |
| EXCLUSIONS AND CONDITIONS OF SUCH | | THE INSURANCE AFFORDED | BY THE POLICI | ES DESCRIB | ED HEREIN IS SUBJECT | TO ALL THE TERM |
| R TYPE OF INSURANCE GENERAL LIABILITY | INSR WY | | POLICY EFF (MM/DD/YYYY | POLICY EXP |) LIN | NITS |
| COMMERCIAL GENERAL LIABILITY | 1 | AM9236877 | 3/5/2018 | 3/5/2019 | EACH OCCURRENCE | 3 1,000.000 |
| () + · · · · · · · · · · · · · · · · · · | | | | DIS/E010 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 |
| BUSINESSOWNERS | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1 000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| POLICY PRO- JECT LOC | | | | | PRODUCTS - COMPIOP AGG | |
| AUTOMOBILE LIABILITY | | | | | | 3 |
| ANY AUTO | | AM9236877 | 3/5/2018 | 3/5/2019 | COMBINED SINGLE LIMIT (Ea accident) | 3 |
| ALLOWNED SCHEDULED | | | | | BODILY INJURY (Per person) | 3 |
| HIRED AUTOS AUTOS | | | | | BODILY INJURY (Per accident | 5 |
| 20103 | | Covered on Businessowners | | | PROPERTY DAMAGE (Per accident) | 3 |
| V UMBRELLA LIAB V OCCUR | | | | | | \$ |
| EXCESS LIAB CLAIMS-MADE | | AU9236471 | 3/5/2018 | 3/5/2019 | EACH OCCURRENCE | \$ 1.000.000 |
| DED V RETENTION \$ 10,000 | | | | | AGGREGATE | \$ 1,000,000 |
| AND EMPLOYERS' LIAPILITY | | | | | WC STATU- OTH- | 3 |
| ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | TORY LIMITS ER | • |
| (Wandatory in NH) | N/A | | | | EL EACH ACCIDENT | 5 |
| DESCRIPTION OF OPERATIONS below | | | | 1 | EL DISEASE - EA EMPLOYEE | and the second s |
| LIQUOR LIABILITY | | AM9236877 | 2/5/0010 | | EL DISEASE - POLICY LIMIT | 5 |
| | | | | 3/5/2019 | Each Person BI Limit AGGREGATE | s 0 s 2.000 000 |
| CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE | S (Attach A | CORD 101, Additional Remarks Sched | ule, if more space is i | equired) | | |
| h Person Property Damage Limit and Los Dis Statute | ss Of Mea | ns of Support or Loss of Socie | ty Limit are inclu- | ded in Liquor | Liability Coverage and si | ubject to |
| | | | | | | |
| ED AUTOS LIMIT AND NON-OWNED AI DNTINUED) | UTOS LIN | IT ARE \$100.000 EACH OCC | URBENCE SUR | | 100 000 ACCRECATEL | 14.417 |
| | | | | | NOULDE AGGINE GATE E | .07011 |
| | | | | | | |
| TIFICATE HOLDER | | CAN | CELLATION | | | |
| | | | | | | |
| STATE OF ILLINOIS | | SH | OULD ANY OF TH | E ABOVE DE | SCRIBED POLICIES BE CA | NCELLED BEFORF |
| 100 WEST RANDOLPH ST | | 111 | E EXPIRATION CORDANCE WITH | DATE THEF | EOF NOTICE WILL BE | DELIVERED IN |
| SUITE 7-801 | | | S STOATOE WITH | THE PULICY | CHUVISIUNS. | |
| CHICAGO, IL 60601 | | AUTH | ORIZED REPRESENT | ATIVE | | |
| STICKOU, IL BUBLI | | | | | | |

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

ACORD

ACEN

ADDITIONAL REMARKS SCHEDULE

Page ¹ of ¹

| POLICY NUMBER AM9236877 | | - | NAMED INSURED RAM RESTAURANT GROUP INC 11 N 3RD ST ST CHARLES, IL 60174 | |
|----------------------------|------------------------------|-----------|--|--|
| CARRIER | TRY Mutual Insurance Company | NAIC CODE | - | |
| ADDITIONAL R | | 20390 | EFFECTIVE DATE: 2/26/2018 | |

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM. FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(POLICY INFORMATION CONTINUED)

| Issued | Expiration Date: Certificate of Registration 5/1/2020 Sales and use taxes and fees (4164- | 11 N 3RD ST STE 2 SAINT CHARLES IL 60174-1858 | DBA: ABBY'S BREAKFAST & LUNCH Kane Count | RAM RESTAURANT GROUP, INC | Illinii: Rusinaac Mutthesite | |
|--|--|--|---|---------------------------|------------------------------|--|
| DEPARTMENT OF REVENUE Issued Date: 05/01/2015 | n (4164-2740) | | St. Charles (Kane) Kane County | Loc. Code: 045-0022-9-001 | | |

FORM BCA 2.10 ARTICLES OF INCORPORATION Business Corporation Act

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

File #: 69784631

Approved By: JXR

;

FILED

AUG 30 2014

Jesse White Secretary of State

1. Corporate Name: RAM RESTAURANT GROUP INC.,

2. Initial Registered Agent: ROB MONDI

2. Initial Registered Office.

Number Streat Suite No.

IL 60134-1737 KANE

City ZtP Code County

 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.

| Authorized Shares, | Issued Shares and Consideration | on Received: | |
|--------------------|---------------------------------|---|--|
| Class | Number of Shares Authorized | Number of Shares Proposed to be Issued | Consideration to be Received Therefor |
| COMMON | 300 | 300 | \$ 300 |

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
 AUGUST 30
 2014

 Month & Day
 Year
 Street

 ROBERT C MONDI
 GENEVA
 IL
 60134

 Name
 City/Town
 State
 ZIP Code

This document was generated electronically at www.cyberdriveillinois.com

Gmail - Illinois Secretary of State's CyberService

Page 1 of 2



Rob Mondi <rmondi@gmail.com>

Illinois Secretary of State's CyberService

1 message

ecommerce@ilsos.net <ecommerce@ilsos.net> To: RMONDI@gmail.com Sat, Aug 30, 2014 at 4:50 PM

Proposed Name: RAM RESTAURANT GROUP INC.,

Thank you for using Secretary of State Jesse White's CyberService Express!

Your application to file Articles of Incorporation has been received and payment processed. Please allow 24 business hours for the processing of your application.

You can check the status of your filing at http://www.ilsos.gov/corparticles/status.jsp

If you have any problems in finding the status of your application, please contact the Web Master at webmaster@ilsos.net.

Packet Number: 140943515204536036

Authorization Number: 03005Q

Total Amount: \$281.25

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|--|---|---|---|
| Illinois BASSE SELLER / SERVER | Trainee Name: David Reyes Date of Completion: 05/06/2015 | I, A A A A A A A A A A A A A A A A A A A | This is your temporary certificate of completion. You will receive you official card in the mail. Please forward all questions to <u>support@360training com</u> Corporate Headquarters 13801 Burnet Rd., Suite 100 Austin, Texas 78727 P. 800-442-1149 |

