 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: IIIA3
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Domo Sushi, Located at 1890 W. Main St., St. Charles	
	Presenter:	Police Chief Keegan	
Meeting: City Council		Date: March 4, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Domo Sushi, located at 1890 W. Main Street, is requesting approval of a B-1 liquor license application for their business. This location was previously Throwback’s Sports Bar.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a B-1 Liquor License application for Domo Sushi located at 1890 W. Main St., St. Charles.			



Memo

Date: 2/7/2024
To: Lora Vitek, Mayor - Liquor Commissioner
From: James Keegan, Chief of Police. *J.K.*
Re: Background Investigation – Domo Sushi

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

As you are aware, this site has operated as a longstanding St. Charles restaurant. Recently, Throwback's closed and a new sushi restaurant is seeking a liquor license.

The site location/floor plans and the corresponding application materials were reviewed by my staff. There is one instance of underage sales at the applicant's other restaurant in Crystal Lake and one contact with their home police department-Streamwood. It is our recommendation that these would not preclude the applicants from moving forward with an on-site consumption license, subject to City Council approval.

Thank you in advance for your consideration in this matter.

Class B Request

1890 W. Main Street



Memo

Date: 02/06/2024
To: Chief Keegan #300 (via chain of command)
CC: Cmdr. Lamela #340
From: Det. Sgt. Vicicondi #368
Re: Liquor License Class B1– Restaurants – Background Investigation for HQ Remodeling Inc., (D.B.A. - Domo Sushi)

IN SUMMARY:

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class B1- Restaurants liquor license for the business, HQ Remodeling Inc., (D.B.A. - Domo Sushi) – which will be located at 1890 W. Main St., St. Charles, IL 60174.

APPLICANT:

Zheng, Guan Yong
DOB: 10/18/1973
157 Winchester Drive,
Streamwood, IL 60107
TX: 630-414-9808

APPLICATION:

The application is complete to include: the hours of operation (written on application), menu (Sushi U copy), floorplan, Lease Agreement (signed), and Certificate of Liability Insurance (General Aggregate \$2,000,000 / Each Occurrence \$2,000,000).

A copy of an On-Premise BASSET Alcohol Certification for Miaoling Xiao was included. The graduation date is listed as 1/7/2024.



PERSONAL INTERVIEW:

On 01/16/2024, I met with applicant Guan Yong Zheng (DOB: 101873) and his onsite manager, Miaoling Xiao (DOB: 111279), at the St. Charles Police Department. I learned the following information, in summary and not verbatim:

I spoke with Guan and Miaoling and learned that Guan speaks only a little English. Due to Guan's limited ability to speak English, Miaoling translated for Guan when needed. Guan and Miaoling signed waiver forms so I could conduct this background investigation.

I provided Guan and Miaoling with the Illinois State Police (ISP) Right of Access and Review Procedure form (SCPD Form 195) and the FBI Privacy Act Statement form (SCPD Form 196); Guan and Miaoling both signed the latter. I provided Guan and Miaoling with photocopies of both of these forms and kept the originals (see attached). Guan and Miaoling provided me with their driver's licenses, which I also photocopied (see attached). Guan and Miaoling were both fingerprinted as liquor license applicants.

Miaoling provided me with a Certificate of Liability Insurance form, which lists the City of St. Charles as the Certificate Holder (see attached).

Guan has lived at his current address (157 Winchester Dr., Streamwood, IL) for 12 years. Guan is not a U.S. Citizen; he has a Green Card.

In regards to why the move to St. Charles, Guan indicated that St. Charles is a good location for his new business. Guan also owns a Japanese restaurant in Crystal Lake named Sushi U.

There is no liquor inventory at this time.

In regards to Guan being a current or past liquor license holder, Guan indicated yes – in Crystal Lake for his business Sushi U. Guan had a past violation. Last year, on one occasion a waitress checked an identification but calculated the wrong age. The customer was under 21 by a couple of days. The waitress served the customer alcohol; and the police issued a citation to the waitress.

The business plans to sell liquor once the liquor license is approved.

Guan has previous restaurant ownership: Sushi U in Crystal Lake and Susie Sushi in Fox River Grove (700 Northwest HWY); but Susie Sushi might be closing soon due to the lease being almost finished.

They plan to open between around 02/15/24 and 03/01/24.

The business will have (5) employees.

Miaoling Xiao will be the onsite manager.

On 01/16/24, I received two images (front and back) of Guan's U.S.A Permanent Resident card via email from Christy Xiao <godsskid@me.com>. The card provided the following information (in summary):

- Guan Yong Zheng (DOB: 10/18/1973)
- Country of Birth: China, People's Republic
- Card Expires: 08/04/2025
- Resident Since: 05/05/2005
- USCIS#: 072-433-999 (Category: IR6)

-See attached images for further information.

On 01/17/24, I received an image of Guan's BASSET Certificate of Completion via email from Christy Xiao <godsskid@me.com>. The graduation date on the certification is listed as 01/18/2024.

RECORD CHECKS:

A check with the following law enforcement agencies had the following results (in summary):

Fox River Grove Police Dept.: No records found for Guan and Susie Sushi.

Kane County Sheriff's Office: No record.

Cook County Sheriff's Office: Has no criminal contact with the requested individual.

DuPage County Sheriff's Office: The response indicated that there was no contact with the subject.

Crystal Lake Police Dept.: Two police reports were provided. I reviewed the reports and learned the following in summary:

- (CL-23-008033) – Liquor Compliance Checks:
 - The report indicates that Sushi U was one of the eight businesses that sold alcohol to a minor and was in violation of C.L. City Ordinance #329-19 (sales prohibited) (see page 5 of 6).
 - The report advised to: see report# (CL-23-008162) for further information. (See below).
- (CL-23-008162) – ADJ-Ordinance Violation

- The report documents a Sales of Alcohol offense at Sushi U (5899 Northwest HWY – A – Crystal Lake, IL).
- Date/Time Reported: 04/27/2023 17:27:59
- The narrative indicates that the CS (Confidential Source) order [sic] one Miller Lite bottled beer. The waitress asked for identification, and the CS gave the waitress her Illinois identification card. The waitress looked at the card, gave the card back to the CS, and walked away. The waitress then returned with one bottle of Miller Lite beer, poured it into a glass, leaving it on the table in front of the CS, and walked away. The officer informed the waitress that he was a Crystal Lake Police Officer. The officer informed the waitress that she just served alcohol to a person under the age of 21. The waitress was informed that she would be getting an adjudication citation.

Streamwood Police Dept.: This agency provided me with police report (10-14634-001). I reviewed the report and learned the following in summary:

- (10-14634-001) – Offense: Disorderly Conduct
 - Lee, Linda M. - ((DOB: 02/24/1968) / Address: 157 Winchester DR, Streamwood, IL 60107) - is listed as a Suspect.
 - Zheng, Guan Y (DOB: 10/18/1973) is listed as an “Other” person.
 - Per the report’s narrative and in summary: On 10/30/2010 Ofc. Fischer responded to RSM Lock and Security, reference a complaint of telephone harassment. Ronald Curry, the business owner, reported that at approximately 1015 hours, an Asian female and an Asian male came into the store to have a key duplicated that had “Do Not Duplicate” engraved on the key. The female stated that she was the owner of China Cook. Ronald stated that he could not duplicate the key and that she would need to go through her landlord. Ronald stated that the female began yelling and swearing at him and he told her to leave. The two subjects then left. Ronald stated that he then received phone calls from the female where she cursed at him and several others where someone was dialing their phone. Ronald stated that he did not want to sign complaints, only to have the phone calls stopped and ask that the female not return.
 - The officer responded to China Cook and was met outside by Linda Lee. Linda admitted that she made all of the calls. The officer also spoke with

Linda's husband Guan Zheng, who stated that he had been at RSM with Linda.

- See all of the attached responses and reports for further information.

The ISP fingerprint responses for Guan and Miaoling indicated that the result was: NO RECORD ON FILE. The FBI fingerprint responses for Guan and Miaoling revealed no prior arrest data (see the attached ISP and FBI responses).

A check on the IL Secretary of State website showed HQ Remodeling Inc.'s status as being listed as active (see attached).

A check in New World, Aegis Link, and CLEAR, yielded negative results.

Utilizing TLOxp, I had a Comprehensive Report completed on Guan. I noted the following results (in summary):

- Possible Criminal Records, Bankruptcy Records, Liens, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found)
- Judgments (3 found). The three judgments are listed below (in summary):
 - Guan Yong Zheng
 - Address: 157 Winchester Dr. #D, Streamwood, IL
 - Filing County: Cook, IL
 - Plaintiff: Grand Casino Biloxi
 - Court Case Number: 09M1500066
 - Total Judgement Amount: \$13,333
 - Recording Date: 01/29/2014
 - Guan Y Zheng
 - Address: 157 Winchester Dr # D, Streamwood, IL
 - Filing Type: Civil Judgment
 - Plaintiff: SUSSEX SQUARE COND
 - Court Case Number: 12M3000602
 - Total Judgment Amount: \$2,170
 - Filing Date: 06/21/2012
 - Guan Y Zheng
 - Address: 1605 E. Columbus Dr. #10, East Chicago, IN
 - Filing Type: Small Claims Judgement
 - Plaintiff: Capital One Bank
 - Court Case Number: 45D080704SC1583
 - Total Judgement Amount: \$2,318
 - Filing Date: 04/24/2007
- See the attached Comprehensive Report for further information.

Utilizing TLOxp, I conducted a US Businesses Search for HQ Remodeling with principals or agents named Guan Yong Zheng. The search had (3) results. I then completed the Run Business Report option on each of the (3) results. The Business Report checks did not reveal anything apparent that would prohibit the acquisition of a liquor license.

Checks on the Illinois Liquor Control Commission website for Sushi U (Crystal Lake, IL) and Susie Sushi (Fox River Grove, IL), showed that both businesses had active licenses (see attached).

A check of Guan's BASSET card was conducted via the online BASSET Card Lookup and it indicated that it will expire on 01/18/2027. *I was unable to locate Maoling on the same online BASSET Card Lookup. I called the Illinois Liquor Control Commission's Chicago Office (312-814-2206) and spoke with a representative who indicated that it could take 2-4 weeks for the BASSET certifications to be processed.*

SITE VISIT:

Since the business is not ready to be opened, a site visit was not completed. But on 02/02/24, I responded to the business and met with Maoling and Guan. I learned the following in summary:

The interior of the business appeared to be under renovation. Maoling informed me that they removed the half-wall from the north end of the seating area (just south of the bar area). They also updated the wood on the seating area's other half-walls. They had benches built, with decorative half-circles that will be attached to them. Lower tables and new benches were also bought; and the high-top tables were removed.

This concludes this background investigation.

Respectfully submitted,



Det. Sgt. Vicicondi 368

Miscellaneous X1100
312-532-5528

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



Incomplete applications will not be accepted.

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

Business Name

APPLICATION CHECKLIST

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

Monday off
 Tue - Thursday 11:Am - 9:30pm
 Fri - Sat 11:Am - 10:30pm
 Sunday 11:Am - 9:30pm

OFFICIAL USE ONLY

 Signature of Investigating Officer

Badge Number & Rank

Approval Recommended* Approval NOT Recommended

 Signature of Chief of Police Date

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

LICENSE INFORMATION:

A Package \$3200-3600 **A1** **A2** **A4** **A5** **A6**
 B Restaurant \$2400-3600 **B1** **B2** **B3** Late Night Permit 1:00am \$800 (B/C only)
 C Tavern \$2400-3600 **C1** **C2** **C1** Late Night Permit 2:00am \$2300 (B/C only)
 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies **D-Type** _____
 G Brewery/Restaurant or Site License - \$varies **G1** **G2**
 H Catering License - \$varies **H1** **H2**

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

APPLICANT INFORMATION

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

2. Business Name: *HQ Remodeling INC. (D.B.A: Domo Sushi)*

3. Business Address: *1890 W. Main St. St. Charles, IL 60174*

4. Type of Business (5.08.070-3): <i>Restaurant</i>	5. Length of Time in this Business (5.08.070-4): <i>5 years</i>	6: Value of merchandise that normally will be in inventory when in operation (5.08.070-5): <i>\$ 20,000</i>	
7. Business Phone:	8. Business E-mail:	9. Business Website:	10: Illinois Tax ID Number: <i>4435-7826</i>
11. Applicant/Contact Person Name: <i>Guan Yong zheng</i>		12. Title: <i>president</i>	13. Email: <i>Guodssskid@gmail.com</i>

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

18. If Corporation, Corporation Name: ~~*HQ Remodeling INC*~~ *HQ Remodeling INC.*

19. Corporation Address (city, state, zip code):
157 Winchester Drive, streamwood, IL 60107

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

Full Name, include middle initial: _____ Title: _____

Birthdate: _____ Birthplace: _____ Driver's License#: _____ Home Phone: _____

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

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

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

BUSINESS ESTABLISHMENT LOCATION INFORMATION

1. Exact Street Address for liquor license: 1890 W. main ST. ST. Charles. IL 60174	2. # Parking Spaces: plaza 100 plus	3. Outside Dining s.f. [17.20.020-R]: 1036 /feet	4. Total Building s.f.: 3638 /feet
5. Total # Seats: 88	6. Live Entertainment Area s.f. (5.08.010-H): N/A		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6): Japanese Restaurant. Japese Food. Hard Liquor. SAKE. Cocktails. Red wine - white wine.			

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

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

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

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

CORPORATION / PREMISES QUESTIONS

1.	<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>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
3.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: David Keilman CWR Properties, LLC Address of Building Owner: 423 S. 2nd St. St. Charles, IL 60174 Phone Number: 630-301-2999 E-mail Address: dave@pcwinvest.com</p> <p>Mailing Address of Building Owner (if different):</p> <p>Name of Building Owner: _____ Phone Number: _____</p> <p>Address of Building Owner: _____ E-mail Address: _____</p> <p>Mailing Address of Building Owner (if different): _____</p> <p>Name of Building Owner: _____ Phone Number: _____</p> <p>Address of Building Owner: _____ E-mail Address: _____</p> <p>Mailing Address of Building Owner (if different): _____</p>
4.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es): Throwback Sports Bar / 1890 W. Main St. St. Charles - IL 60174</p>
5.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)</i></p>
6.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of permit application _____</p>
7.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>

8. Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? Yes No

Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? Yes No

9. List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.

Government Unit: Crystal Lake Location, City/State: 1899 North West Hwy Unit A
Crystal Lake, IL 60014

Date: 02/01/2022 Special Explanations: Liquor Licent
Wine & Beer

Government Unit: _____ Location, City/State: _____

Date: _____ Special Explanations: _____

10. Have any liquor licenses possessed ever been revoked (5.08.070-9)? Yes No

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.

11. Complete ONLY if yes was answered to the question above (10):

Name: _____ Name of Business: _____

Position with the Business: _____ Date(s) of Denial: _____

Reason(s) for Denial of License: _____

12. Date of Incorporation (Illinois Corporations) (5.08.070-10): 12-03-2020

Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): 12-03-2020

13. Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? Yes No

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? Yes No

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? Yes No

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? Yes No

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

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

16. Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?
 Yes No

B.A.S.S.E.T. TRAINING

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name (First, Middle, Last): Miaoling XIAO Birthdate:

Home Street Address, Incl City, State, Zip:

Date of Course: 01-07-2024 Place Course was Taken: on-line Certificate Granted? Y/N Yes Expiration: 01-07-2025
~~02/06/2025~~

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

NEW MANAGEMENT REQUIREMENTS

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

It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

COMMENTS/ADDITIONAL INFORMATION

Business Name:

SIGNATURES

Guan Y zheng

Applicant's Signature

Subscribed and sworn before me this 15th day of January, 2024



Susan Marie Kempf
Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date:	Name of Applicant:
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Name of Business:

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

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

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



Receipt

Date: January 15, 2024

Payment Method	Check No.	Received From
Cash	N/A	HQ Remodeling Inc.

Notes:

Class B1 liquor license application fee for new restaurant d/b/a Domo Sushi, 1890 W. Main Street

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

Thank you for your business!

2 E Main Street • St. Charles, IL 60174 • tconti@stcharlesil.gov • 630-377-4422

Brought to
Utility Billing
1/15/24 *sh*

**WEST TOWNE MARKET
SHOPPING CENTER LEASE**

**West Main & 17th Street
Saint Charles, Illinois 60174**

**CWR PROPERTIES, LLC,
an Illinois limited liability company,**

as Landlord

and

**HQ Remodeling Inc.,
an Illinois Corporation
d/b/a Domo Sushi**

as Tenant

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EXHIBIT E

SIGNAGE

WEST TOWNE MARKET
SHOPPING CENTER LEASE

This Shopping Center Lease (this "Lease") is made as of the 22nd day of December, 2023 (the "Effective Date") by and between CWR Properties, LLC, an Illinois limited liability company ("Landlord"), HQ Remodeling Inc., an Illinois Corporation d/b/a Domo Sushi ("Tenant").

RECITALS

A. Landlord is the owner of a parcel of land containing approximately 5.01 acres of land area and legally described on Exhibit A attached hereto and made a part hereof, commonly known as NWC West Main & 17th Street, St. Charles, Illinois, together with all easements, tenements, hereditaments, rights, privileges, servitudes and appurtenances thereunto appertaining, including, without limitation, all right, title and interest of Landlord, if any, in and to the streets, alleys and rights of way adjacent thereto (collectively, the "Land").

B. Landlord has constructed a shopping center on the Land generally described as (the "Center") with the two Buildings (each a "Building") containing approximately 29,604 Rentable Square Feet of Floor Area in the aggregate and all other exterior site improvements necessary for the use of the Center, including without limitation, driveways, parking areas, walkways, landscaping and lighting facilities and other improvements (the "Improvements").

C. The Land, the Building, the Improvements, and all other improvements and personal property of Landlord in connection with the operation and maintenance thereof located therein and thereon are at times hereinafter collectively referred to as the "Project".

D. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, that certain portion of the Center, commonly known as 1890 West Main Street, St. Charles, Illinois as shown and designated on the space plan attached hereto and made a part hereof on Exhibit B consisting of approximately 3,638 Rentable Square Feet of Floor Area and all rights and privileges thereunto appertaining (collectively, the "Premises").

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **RECITALS** The foregoing recitals are incorporated herein by reference and made a part hereof.
2. **DEMISE** Landlord hereby leases the Premises to Tenant and grants to Tenant exclusive possession thereof, and Tenant leases the Premises from Landlord, upon the terms and conditions set forth herein. In addition, Tenant shall have the nonexclusive right, in common with other tenants and occupants of the Center, to use the public areas of the Center for the purposes for which constructed, without additional fee, charge or expense. Landlord makes no representations or warranties regarding the condition of the Premises or the equipment located within the Premises.

3. **TERM**

(a) **Term**. The initial term of this Lease (the "Initial Lease Term") will be five (5) years unless extended or sooner terminated pursuant to any provision hereof, commencing on the Commencement Date (as hereinafter defined). The word "Term" shall mean the Initial Lease Term. The "Commencement Date" of the Initial Lease Term shall be on January 1, 2024. This Lease will be in full force and effect on the Effective Date. Except for any representations made herein by Landlord, Tenant acknowledges that the Premises shall be delivered as-is, including plumbing and mechanical systems.

(b) **Extension Periods**. Tenant will have the right to extend the Lease Term for two (2) additional periods. Each extension period (the "Extension Period") will commence at the conclusion of the then Lease Term and will run for a period of five (5) years. "Lease Term" shall mean the Initial Lease Term and any exercised Extension Periods. The Extension Periods will be subject to the same terms and conditions of the Lease, except that Minimum Rent during the Extension Periods shall be calculated in accordance with Section 4(c) hereof. As a condition precedent to Tenant's right to extend the Lease Term, there may not be at the time of the exercise an uncured default (beyond applicable notice and cure periods) hereunder by Tenant. If Tenant desires to exercise the right to extend for the Extension Period, as the case may be, Tenant must exercise its right to extend by giving written notice of such to Landlord at least one hundred eighty (180) days before the end of the then current Initial Lease Term or the Extension Period as the case may. If Tenant fails to exercise this option during the period when said option is available, or if this Lease is no longer in full force and effect for any reason, this right to extend shall be void. If Tenant fails to exercise its right to extend as aforesaid at least one hundred eighty (180) days before the end of the then current Initial Lease Term or any Extension Period as the case may, Tenant shall have no further option to extend the Term of this Lease.

4. **RENT**

(a) **Calculation of Minimum Rent**. Tenant will pay to Landlord as consideration (the "Minimum Rent") for the use and occupancy of the Premises the amounts expressed in this Section 4. Tenant will pay the Minimum Rent to Landlord in advance and, except as provided herein, without demand, in equal monthly installments on April 1, 2024 (the "Rent Commencement Date"). Minimum Rent shall be paid in the amounts set forth in Section 4(b) herein. Minimum Rent for any partial month will be prorated. If the Rent Commencement Date is on a date other than the first day of a calendar month, then the initial monthly rental period shall cover the month containing the Rent Commencement Date and the following month (unless the Rent Commencement Date is the first day of the month, in which event the initial monthly rental period shall cover only the month containing the Rent Commencement Date). All payments of Rent will be in lawful money of the United States delivered to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate by written notice. For the purposes hereof, the term "Lease Year" shall mean, in case of the first Lease Year, that period from the Commencement Date to the first succeeding December 31; thereafter, "Lease Year" shall mean each successive twelve (12) month period following the expiration of the first Lease Year, except that in the event of the termination of this Lease on any day other than on December 31, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

(b) **Initial Term Minimum Rent**. Beginning on the Rent Commencement Date, Tenant will pay to Landlord during the Initial Lease Term Minimum Rent as follows:

<u>PERIOD</u>	<u>RENT/SF</u>	<u>MONTHLY</u>
Year 1	\$20.00	\$6,063.33
Year 2	\$20.60	\$6,245.23

Year 3	\$21.22	\$6,433.20
Year 4	\$21.86	\$6,627.22
Year 5	\$22.52	\$6,827.31

Renewal Term Minimum Rent

Year 6	\$23.20	\$7,033.47
Year 7	\$23.90	\$7,245.68
Year 8	\$24.62	\$7,463.96
Year 9	\$25.36	\$7,688.31
Year 10	\$26.12	\$7,918.71

The Rentable Square Feet of Floor Area of the Premises was determined by measuring the floors of the Premises to the outside finished surface of the permanent outer Premises walls and to the center of partitions that separate the Premises from adjoining usable areas. The parties hereby stipulate and agree that the Rentable Square Feet of Floor Area of the Premises of the Premises is 3,638 square feet.

5. **ADDITIONAL RENT.** Beginning on the Rent Commencement Date Tenant shall pay, as "Additional Rent", Tenant's Pro Rata Share (as hereinafter defined) of Operating Expenses (as hereinafter defined), Tenant's Pro Rata Share of Insurance and Tenant's Pro Rata Share of Taxes (as hereinafter defined) All amounts required or provided to be paid by Tenant under this Lease in addition to Minimum Rent shall be deemed Rent, and the failure to pay the same shall be treated in all events as the failure to pay Rent. Tenant hereby agrees to pay the following amounts as Additional Rent to Landlord. Additional Rent is currently budgeted at \$2,245.93 per month.

(a) **Taxes.** Landlord shall pay all real estate taxes and assessments, both general and special, sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes, capital stock, inheritance, estate, gift or any other taxes imposed upon or measured by the Landlord's income or profits, unless the same shall be imposed in lieu of real estate or other ad valorem taxes) which may now or hereafter be levied, assessed or imposed against the Center or the Land or both and are due and payable during the Term of this Lease (collectively, the "Taxes"). Taxes shall also include the amount of (i) any gross receipts tax, sales tax or similar tax (but excluding therefrom any income tax) payable, or which will be payable by Landlord, by reason of the receipt of the monthly base rent and adjustments thereto; (ii) any other tax, assessment, levy, imposition or charge or any part thereof imposed upon Landlord in place of or partly in place of any of the foregoing Taxes and measured by or based in whole or in part upon the Project or the rents or other income therefrom to the extent that such items would be payable if the Project were the only property of Landlord subject thereto and the income received by Landlord from the Land or Center were the only income of Landlord; and (iii) any personal property taxes (attributable to the calendar year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Project or the operation thereof.

Tenant will, commencing on the Rent Commencement Date, pay to Landlord as Additional Rent, Tenant's Pro Rata Share of Taxes due and payable with respect to the Project for each full or partial calendar year during the Lease Term. Tenant shall be required to make estimated payments in advance with respect to Tenant's Pro Rata Share of Taxes. Taxes for any partial year at the beginning or end of the Lease Term shall be prorated on a per diem basis for such Lease Years.

The tax and assessment bills used in calculating Tenant's obligation for Additional Rent for Taxes in each calendar year shall be those which become due for payment during such calendar year, without regard to the period for which the tax assessment is levied or assessed and without regard to whether

or not the Lease was in existence during such period. If, however, there is a change in the time payment of Taxes during the term of the Lease which would result in Tenant paying Taxes allocable to a period longer or shorter than the term of the Lease, the tax payments for the last calendar year shall be equitably adjusted so that the period for which the Tenant pays Taxes is of the same duration as the term of the Lease (although it may not be the same period of time).

If special assessments or other special taxes payable in installments are levied against the Premises, Landlord shall pay assessments or taxes in installments, and all interest payments shall be considered part of the assessment for the purposes of this provision.

If the Landlord contests the amount of any Taxes, the reasonable attorneys' fees and expenses incurred in conducting such a contest shall be considered a part of the tax payment for the purposes of this provision. If the result of such a contest is to defer the time of payment of Taxes to a later date or to obligate the Landlord to pay any additional Taxes in the year in which the tax or assessment was originally due, Taxes shall be recalculated and Tenant shall pay the additional amount due. If such a contest results in a refund to Landlord at a later date, the additional rent for Taxes for the year in which the tax or assessment was originally due shall be recalculated, and Landlord shall pay Tenant its share of the refund. Tenant shall have the right to examine the tax and assessment bills on written request.

(b) **Operating Expenses.** Tenant shall pay to Landlord commencing on the Rent Commencement Date, as Additional Rent an amount equal to Tenant's Pro Rata Share of the Operating Expenses (as hereinafter defined). If the calendar year of the Rent Commencement Date or the last date of the Term is only partially within the Term, the payment to be made by Tenant shall be proportionately reduced. The obligation of Tenant to make this payment shall survive the expiration or other termination of the Lease.

For purposes of this Section 5(b), the term "Operating Expenses" shall mean and include all reasonable expenses, costs, fees and disbursements paid or incurred (determined for each year on an accrual basis) by or on behalf of Landlord for owning, managing, operating, maintaining and repairing the Center or Building and the Land and the personal property used in conjunction therewith, including (without limitation) the cost of electricity serving common Building areas, all costs, charges and expenses incurred by Landlord in connection with any change of any company or method of providing to the Building electricity or any other utility service or the like, including, without limitation, parking lot and driveway repair, sealing, striping, snow and ice removal, landscaping, lighting and maintenance, repair, installation, and service costs associated therewith, steam, water, gas, fuel, heating, lighting, air-conditioning, window cleaning, common area janitorial service, insurance, including but not limited to fire, extended coverage liability, workmen's compensation, elevator, or any other insurance applicable to the Center and Building carried by the Landlord or required by the Landlord's lender, if any, painting, uniforms, management fees, cost of operating an on-site management office, rent, supplies, sundries, sales or use taxes on supplies or services, cost of wages and salaries of all persons engaged in the operation, administration, maintenance and repair of the Center and Building and fringe benefits, cost of any pensions, hospitalization, welfare or retirement plans, or any other similar or like expenses incurred under the provisions of any collective bargaining agreement, or any other cost or expense which Landlord pays or incurs to provide benefits for employees so engaged in the operation, administration, maintenance and repair of the Center and Building, the charges of any independent contractor who under contract with the Landlord or its representatives, does any of the work of operating, maintaining or repairing of the Center and Building, legal and accounting expenses, or any other expense or charge, whether or not hereinbefore mentioned, which in accordance with generally accepted accounting and management principles respecting similar shopping center buildings in the Fox Valley metropolitan areas would be considered as an expense of owning, managing, operating, maintaining or repairing the Center and Building. Operating Expenses shall not include the following: (a) depreciation; (b) interest on and amortization of mortgages and any recording or mortgage tax or expense in connection therewith; (c) leasehold improvements (including painting) made for existing tenants of the Building or made in order to prepare space for occupancy by a new tenant; (d) brokerage

commissions; (e) financing costs; (f) the cost of repairs or restoration necessitated by fire or other casualty or any condemnation; (g) Taxes; (h) franchise taxes and income taxes of Landlord; (i) the cost of any items from which Landlord is reimbursed by insurance, by other tenants of the Building (except pursuant to similar provisions for the payment of a proportionate share of Operating Expenses), by warranty or otherwise compensated; (j) the cost of any work or service performed for or made available to any tenant of the Building (other than Tenant) to a greater extent or in a more favorable manner than that furnished generally, without additional expense, to the tenants and other occupants (including Tenant); (k) rent under any ground, overriding and/or underlying leases; (l) the cost of any electric current furnished to the Premises or any areas of the Building occupied by tenants for purposes other than the operation of building equipment or machinery or lighting of toilets, shaft ways or building machinery or fan rooms; (m) compensation paid in respect of officers and executives of Landlord above the level of building manager; (n) any cost stated in Operating Expenses representing an amount paid to a Landlord-related corporation or entity which is in excess of the amount which would be paid in absence of such relationship; (o) advertising and promotional expenses of the Building and any artwork or similar decoration in common areas; (p) managing agents' fees or commissions in excess of the rates then customarily charges for building management of buildings of like class and character, and auditing fees, other than auditing fees in connection with the preparation of statements required pursuant to Additional Rent or lease escalation provisions; (q) the cost of correcting defects in the construction of the Buildings or in the Building equipment, except that conditions (not occasioned by construction or equipment defects) resulting from ordinary wear and tear shall not be deemed defects for the purpose of this category, and provided further that said cost is capitalizable (as opposed to a repair) under accounting principles; (r) the cost of any repair made by Landlord to remedy damage caused by, or resulting from, the gross negligence or willful act or omissions of Landlord, its agents, servants, contractors or employees; (s) any insurance premium to the extent that Landlord is entitled to be reimbursed therefore by Tenant pursuant to this Lease or by any other occupant of a Building pursuant to its lease; (t) the cost of any additions to a Building; (u) the cost of any alterations, additional, changes, replacements, improvements and repairs and other items which, under generally accepted accounting and auditing principles consistently applied as pertaining to the real estate industry, are properly classified as capital expenditures; (v) legal and other professional fees and expenses incurred in preparing, negotiating and executing leases, amendments, terminations and extensions or in resolving any disputes with tenants and other occupants or enforcing lease obligations, including, without limitation, court costs; (w) expenses incurred by Landlord in connection with the transfer or disposition of the Land or Buildings or any ground, underlying or overriding lease, including, without limitation, transfer, deed and gains taxes; (x) costs incurred to correct any misrepresentation by Landlord to overriding Tenant or in connection with any fines or penalties; (y) costs of any code compliance work; and (z) the cost of any testing, removal or remediation of any Hazardous Materials (as defined herein). Notwithstanding anything to the contrary contained herein, Operating Expenses shall include depreciation, interest and other acquisition costs incurred with respect to machinery, equipment, systems, property, facilities, or capital improvements or repairs first made, installed in or upon and used in connection with the Building after the initial completion of the Center which are intended to reduce Operating Expenses or which are required under any governmental laws, regulations, or ordinances and which were not required for the Building as of the date of this Lease, amortized over its useful life as determined by generally accepted accounting principles consistently applied as pertaining to the real estate industry, together with interest on the unamortized cost of such improvement (at the prevailing construction loan rate available to Landlord on the date the cost of such improvement was incurred), to the extent of actual savings.

As to each Lease Year, Landlord will estimate in good faith for each such Lease Year the total amount of Operating Expenses and Taxes. Said estimate shall be in writing and shall be delivered to Tenant within thirty (30) days following the commencement of each Lease Year. Tenant shall pay monthly, one twelfth of such estimated amount of the Operating Expenses and one twelfth of estimated amount of Taxes in advance, on the first day of each month during each applicable Lease Year. Tax estimates will be based on assessments as fully improved. If said estimate is delivered to Tenant after the first day of the applicable Lease Year, said amount, so estimated, shall be payable as Additional Rent, in equal monthly installments, in advance, on the first day of each month over the balance of such Lease Year, with the

number of installments being equal to the number of full calendar months remaining in such Lease Year. Additional Rent for the first month of the term or the last month of the term, as the case may be, shall be prorated. If Tenant has paid less than the actual amount of Operating Expenses and Taxes for any Lease Year, Tenant shall pay the balance within thirty (30) days after the receipt of such statement. If Tenant has paid more than the actual amount of Operating Expenses and Taxes for any Lease Year, Landlord will refund such excess to Tenant. Tenant or Tenant's agent may review Landlord's books and records relating to Operating Expenses and Taxes at reasonable times at Landlord's place of business with reasonable advanced written notice. If such review shows that the amount of Operating Expenses and Taxes were less than the amount that Landlord charged Tenant, Landlord will refund the excess amount to Tenant within ten (10) days following Landlord's receipt of a copy of the results of such review. If such review shows that the amount of Operating Expenses and Taxes were more than the amount that Landlord charged Tenant, then, within ten (10) days following completion of Tenant's review, Tenant will pay to Landlord, as Additional Rent, the difference. In the event that Tenant does not commence a review of Landlord's books and records relating to Operating Expenses and Taxes within forty-five (45) days of Tenant's receipt of actual real estate tax bill for applicable year Landlord's calculations shall be final and conclusive on Tenant, absent manifest error or willful misconduct.

(c) **Tenant's Pro Rata Share.** For purposes of this Lease, Tenant's "Pro Rata Share" shall be the ratio that the Rentable Square Feet of Floor Area of the Premises bears to the total Rentable Square Feet of Floor Area of the Center expressed as a percentage, as the exact Rentable Square Feet of Floor Area is determined from time to time in accordance with subsection 4(b) herein. Tenant's Pro Rata Share is estimated to be 12.29%. If the Rentable Square Feet of Floor Area of the Building increases or decreases during the Term, Tenants Pro Rata Share shall be adjusted accordingly.

(d) **Rent.** For purposes of this Lease, "Rent" shall mean Minimum Rent, Additional Rent, and all other charges, sums or amounts permitted to be imposed against Tenant as set forth in this Lease, including Taxes and Operating Expenses.

6. **UTILITIES.** Landlord agrees, prior to the commencement of the Term, to bring gas, electric, water and sewer service to the hook-up point for the Premises, if not presently in place and to furnish a building meter for each utility if not now existing. Tenant shall be responsible for any telecommunications lines, installation of telecommunications lines and costs associated with installation and maintenance of the telecommunications lines. During the Term, Tenant shall at its expense arrange directly with the utility corporation serving the Premises for, and pay for, all electricity, gas, sewer service and water furnished or required in the Premises. Municipal charges for sewerage disposal based on water consumption shall also be borne by Tenant to the extent applicable only to the Premises. Landlord shall incur no liability whatever and the obligations of Tenant under this Lease shall not be diminished or affected by reason of the unavailability, change or cessation of any utility service, provided, however, if cessation of utilities is due to act or omission of Landlord and causes closing of the Premises all Rent shall abate during the continuance thereof.

7. **UTILITY DEREGULATION.**

(a) **Landlord Controls Selection.** City of St. Charles ("Electric Service Provider") is the utility company currently providing electricity service for the Building. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right, at Landlord's sole option, at any time and from time to time during the Term to either contract for electric service from a new or different company or companies providing electric service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider, provided there is no increase in the cost of electric service incurred by Tenant as a result of Landlord's selection of the provider of said electricity to the Premises.

(b) Tenant Shall Give Landlord Access. Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Building's water lines, electric lines, feeders, risers, wiring, and any other machinery or service apparatus within the Premises.

(c) Landlord Not Responsible for Interruption of Service. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, defect, interruption or delay in the supply or character of the electric energy furnished to the Premises or the Building, or if the quantity or character of the electric energy supplied by the electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

8. USE.

Tenant shall use and occupy, and the Landlord represents and warrants that Tenant may use and occupy, the Premises solely for the operation of a Japanese restaurant (subject to the exclusivity clauses in leases currently operative in the Center). Tenant shall not use any portion of the Premises for the sale of (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet brand-identified brewed coffee or (e) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit. Tenant may sell brewed coffee or brewed tea that is not brand identified. Tenant may not (i) sell fresh or bottled juice and/or operate a smoothie bar or who hold itself out as a fresh or bottled juice and/or smoothie bar; or (ii) derive more than 15% of its gross receipts from smoothies, juices, and/or acai bowls or (iii) derive any sales from the sale of (a) cold pressed juice or (b) products made with solely organic produce. There shall be no sale of alcohol without Landlord's prior written consent. Tenant shall have access to, and use of, the Premises seven days each week, 24 hours each day. Tenant shall operate its business in the Premises a minimum of twenty five (25) hours per week, and the schedule of those hours shall be at Tenant's discretion. Tenant will occupy the Premises subject to any terms and exclusivity clauses included in current operative leases in the Center. Tenant shall not operate as a Asian teriyaki bowl restaurant serving freshly prepared ingredients including but not limited to beef, chicken, pork, rice, and vegetables with a variety of sauces and side dishes including but not limited to Gyoza, Egg Rolls, Rangoon, and other teriyaki inspired foods; related items, branded apparel and accessories. In the event Tenant begins using the restaurant in violation of any of the exclusivity clauses, Tenant shall immediately cease violation of any such exclusivity clause and be liable to Landlord for any damages Landlord incurs as a result of Tenant's actions.

Tenant agrees that no auction, fire bankruptcy going out of business or similar sale will be conducted or be permitted. Tenant will comply with any and all laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises is situated, and any other body now or hereafter constituted exercising lawful and valid authority over the Premises, or any portion thereof (all of the foregoing are collectively referred to as "Governmental Requirements") as and to the extent relating to Tenant's specific use and occupancy of the Premises.

9. MAINTENANCE

(a) Landlord's Obligations. Except to the extent maintained by Tenant in accordance with Section 9(b), Landlord shall maintain and repair the roof, load bearing walls, structural elements and foundation of the Buildings, all plumbing, electrical and other basic building facilities and equipment

servicing common areas of the Project outside the Premises, all lighting fixtures located outside of the Building, including all routine maintenance thereof and all necessary repairs to every portion and element of the common areas of the Project, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description. When used in this Section 9(a), "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. Landlord may allocate the cost of such maintenance and repairs among all Tenants, if and to the extent provided in Section 5(b). Without limiting the generality of the foregoing, subject to including the costs thereof within Operating Expenses to the extent permitted by Section 5(b), Landlord shall maintain (by way of periodic maintenance contracts or otherwise), repair and replace, as reasonably (i) the exterior walls and roof and exterior structures of the Buildings, and (ii) the public areas of the Project. All repairs made by Landlord shall be at least equal in quality to the original work and shall be made by Landlord in accordance with all Governmental Requirements, whether heretofore or hereafter enacted. Throughout the Lease Term, Landlord, at its sole cost and expense, will promptly comply with or remove or cure any violation of the Project, or any portion thereof, of any Governmental Requirements, whether present or future, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change of governmental policy, or require structural or extraordinary repairs, alterations or additions by Landlord and irrespective of the costs thereof except that any violation of any Governmental Requirement directly related to Tenant's specific use of the Premises shall not be Landlord's responsibility to remove or cure and Tenant shall take any and all action necessary to cure said violation at Tenant's cost and expense.

(b) **Tenant's Obligations.** To the extent not required to be maintained by Landlord in accordance with Section 9(a) above, Tenant, at its sole cost and expense, shall maintain repair and replace normal wear and tear excepted, in first class condition, the non-structural, interior portions of the Premises including, plumbing, electrical and lighting facilities, grease traps, and equipment within the Premises and exclusively serving the Premises, and shall keep the same in good order and condition, and shall make and perform all routine maintenance thereof and all necessary repairs and replacements thereto, and shall provide replacement of lighting bulbs, tubes, ballasts and starters, plate glass, sprinkler system and heads within the Premises and provide for its own janitorial service. Tenant shall provide and be responsible for its own garbage and trash removal, not otherwise provided by Landlord and included as an Operating Expense. Landlord shall provide an exterior location for Tenant's grease recycling container. Tenant shall be responsible for the immediate remediation of any leakage or spillage. Tenant shall maintain in full force and effect a service contract for the semiannual maintenance of the heating, ventilation and air conditioning systems with an entity reasonably acceptable to Landlord. Such service contract shall conform to the requirements under the warranty, if any, on said systems, including, but not limited to, replacement of filters as necessary and provide for at least quarterly inspections and cleaning of the applicable units, systems and equipment, together with such adjustments and servicing as each such inspection discloses to be recommended or required. Tenant shall deliver to Landlord (i) a copy of said service contract prior to the Rent Commencement Date, and (ii) thereafter, a copy of a renewal or substitute service contract within 30 days prior to the expiration of the existing service contract, and (iii) upon Landlord's request, a copy of the service log reflecting all services performed under such service contract. Landlord shall make any warranties on equipment in the Premises available to Tenant if Tenant has a duty to maintain said equipment pursuant to this Section 9 (b). Tenant shall not be required to use union labor in the performance of any of Tenant's obligations or work.

Tenant, at Tenant's sole cost and expense, shall (i) be responsible for connecting all food preparation areas having pot sinks or any grease-producing appliances to the grease trap servicing the Premises, (ii) clean the grease trap as necessary and maintain the grease trap to prevent the discharge of any grease into the waste system, and (iii) clean the drain line from the grease trap to the main line to prevent the buildup of grease within such drain line on such schedule as reasonably requested by Landlord, from time to time. Tenant shall contract with a qualified service company for the cleaning and maintenance of the grease traps and the drain line to the main line and provide Landlord with a copy of the service contract

within thirty (30) days after Tenant's opening for business and provide Landlord notice throughout the Term within five (5) days after any termination, suspension or new service agreement. Upon request by Landlord, Tenant shall provide to Landlord a copy of the then current service contract. If Tenant fails to maintain a service agreement for any period of time, Landlord, in its sole and absolute discretion, may elect to engage a service company for the cleaning and maintenance of the grease traps and charge such costs associated with the same to Tenant as part of the Additional Rent. Tenant shall dispose of all accumulated grease as required by all applicable governmental laws, rules, or regulations and shall not deposit such grease in the general trash collection system for the Premises.

Tenant and Landlord agree that, while Tenant is occupying the Premises, Tenant shall have the use of any and all restaurant equipment, furnishings and fixtures currently in the Premises. Landlord does not warrant the condition of the equipment, furnishings and fixtures and makes no representations or warranties regarding the condition or operation of any equipment, furnishings and fixtures. Such equipment includes but not limited to: oven, stove, fryer, hoods, Ansel system, cooler, freezer, make up air, food heating elements, other appliances and kitchen equipment. Tenant shall be responsible for the maintenance, repair and replacement of all equipment, furnishings and fixtures. At the end of this Lease, all equipment, furnishings and fixtures in the space at the time of the Lease signing and any replacement equipment shall be returned to Landlord.

(c) **Project Quality.** Landlord covenants and agrees that throughout the Lease Term, the aesthetic and functional quality of the Project will be maintained in a manner consistent with the ownership of the Project by an institutional-type owner. Such quality assurance shall include maintenance performed in accordance with the requirements of this Lease. In all places in this Lease in which reference is made to a "first class", "class A" or similar standard as applicable to the Project or any part thereof, a reference to the standard described in this Section 9(c) shall be deemed to be included therein. Landlord acknowledges that the making and performance of Landlord's covenants and agreements in this Section 9(c) is a material inducement to Tenant in entering into this Lease.

10. **LIENS.** Tenant will not permit to be created nor to remain outstanding any lien on the Premises arising out of any work of Tenant's contractor, mechanic, laborer or material man. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises should be filed against the Premises, Tenant will, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction, title indemnity, the terms of section 34 of the Illinois Mechanics Lien Act (770 ILCS 60/34), or otherwise, or Tenant may contest the same in accordance with applicable law provided Tenant diligently prosecutes such contest to completion. Upon the final determination of any such contest, Tenant shall pay the amount of such lien or part thereof, if any, as finally determined in such contest, together with any costs, fees, including reasonable attorneys' fees, interest, penalties, fines and other liability in connection therewith. Subject to Tenant's contest rights set forth above, if Tenant should fail to cause such lien or notice of lien to be discharged as aforesaid, Landlord, in addition to any other rights or remedies and after thirty (30) days prior written notice to Tenant, may, but will not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount paid by Landlord and all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith, will be due and payable forthwith after demand therefor.

11. **INSURANCE.** Landlord and Tenant each agrees to have all fire and extended coverage and other property damage insurance which it carries with respect to the Building or Premises or to the property located in the Premises endorsed with a clause which reads substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property described herein.

Tenant shall carry the following insurance in companies satisfactory to Landlord:

(a) Comprehensive general liability insurance during the entire term hereof covering both Tenant and Landlord as insureds with terms and in companies reasonably satisfactory to Landlord with limits of not less than Two Million (\$2,000,000) Dollars combined single limit per occurrence for Personal Injury, Death and Property Damage or in such other amounts as Landlord shall reasonably require.

(b) Insurance against (a) loss or damage by fire; (b) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement", including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (c) loss for flood if the Project is in a designated flood or flood insurance area; (d) loss for damage by earthquake if the Project is located in an earthquake-prone area; and (e) loss from so-called explosion, collapse and underground hazards. At all times, such insurance coverage shall be in an amount equal to one hundred percent (100%) of the then "full replacement cost" of all Alterations (as later defined) to the Premises constructed by Tenant. "Full replacement cost" shall be interpreted to mean the cost of replacing the Alterations without deduction for depreciation or wear and tear, and it shall include a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Alterations in the event of damage thereto or destruction thereof. If a sprinkler system shall be located in the Building, sprinkler leakage insurance shall be procured.

(c) Workers compensation insurance in the statutorily required amount.

(d) Non-Owned & Hired Automobile Policy (\$1,000,000.00)

(e) Three Million (\$3,000,000.00) Umbrella.

Tenant shall, prior to the commencement of the Term (or within ten (10) days after written notice from Landlord to Tenant in the case of additional coverage or increased amounts of coverage), furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Landlord and Tenant and naming Landlord as an additional insured. In the event that the aforesaid cancellation provision is not available from any insurance carrier then Tenant shall not change or cancel any coverage provided for herein without at least thirty (30) days' prior written notice to Landlord.

Tenant shall comply with all applicable laws and ordinances (including, but not limited to environmental laws), all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises, or use, store or dispose of within the Premises or the Building materials, which may thereby be prohibited or not be approved by any appropriate governmental agency or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage; provided, however, Tenant may store and use reasonable amounts of commercial cleaning products which are customarily used in a fast casual restaurant.

Landlord shall carry during the Term: (1) full replacement cost property insurance covering the Project and (2) general liability insurance covering the Project in such amounts reasonably deemed appropriate by Landlord; but in no event less than what is required of Tenant under this Lease. "Full replacement cost" shall be interpreted to mean the cost of replacing the Project without deduction for depreciation or wear and tear, and it shall include a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Project in the event of damage thereto or destruction thereof.

If Tenant does not take out the insurance required pursuant to this Paragraph 11 or keep the same in full force and effect, Landlord may, but shall not be obligated to take out the necessary insurance

and pay the premium therefor, and Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including reasonable attorneys' fees) and damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the amount of the premiums thereon.

In no event shall Tenant permit in the Premises flammables such as gasoline, turpentine, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature, and in no event shall Tenant, its agents, employees or invitees bring any such flammables or other articles into the Building. If by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

Tenant shall not bring, keep discharge or release or permit to be brought, kept discharged or released, in or from the Premises of the Building, any Hazardous Materials other than non-reportable quantities of such substances when found in commonly used household or commercial cleansers, office supplies and general office equipment, and any Hazardous Materials shall be used, kept, stored and disposed of in strict accordance with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local reporting and disclosure requirements, with respect to Hazardous Materials, applicable to its business operations in the Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all types of substances, materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises. If Landlord in good faith determines that any of such substances create a risk to the health and safety of Tenant's employees and invitees or to any other tenant or invitee of the Building, Tenant shall, upon demand by Landlord, take such remedial action, at the sole cost and expense of Tenant (including, without limitation, removal in a safe and lawful manner of any Hazardous Materials from the Premises), as Landlord deems necessary or advisable or as is required by applicable law. For purposes of this Lease, "Hazardous Material" means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called "Superfund" amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum and any derivative thereof or any common law theory based on nuisance or strict liability. Tenant agrees to indemnify and hold Landlord harmless from and against any demand, liability, loss, claim, expense, damage, fine., penalty, cost, causes of action or injury, including reasonable attorney fees and the cost of any required or necessary repair, clean-up, remediation or detoxification arising out of (i) the presence of any Hazardous Materials brought or introduced onto the real property by Tenant, its agents, employees, contractors or any other person under Tenant's control, or (ii) Landlord's enforcement of the covenants of Tenant under this paragraph. The foregoing indemnification by Tenant shall survive the expiration or earlier termination of this Lease.

The insurance policies required by this Section 11 must be issued by reputable and independent insurers permitted to do business in the State of Illinois and rated in Best's Key Rating Guide, or any successor thereto as having a general policy holder rating of "A-" and financial rating of at least "10". Each of Landlord and Tenant will deliver copies of its policies or certificates evidencing the existence and amounts of such insurance to the other.

12. **WAIVER OF SUBROGATION.** Notwithstanding any other provisions of this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or

other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in order to implement this Section 12.

13. **INDEMNIFICATION BY TENANT.** Subject to Section 12 and provided that Landlord notified Tenant in writing of any such third party claims within five (5) days after Landlord becomes aware of such claim, Tenant shall defend, protect, indemnify, and hold Landlord and Landlord's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any and all third party claims arising out of (a) injuries occurring within the Premises; (b) any intentional conduct or negligence of Tenant or Tenant's agents, employees, or contractors; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Tenant herein to be true when made, unless the claims are the result of Landlord's gross negligence or willful misconduct. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

14. **FIRE OR CASUALTY.** If the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenable, then Landlord shall repair and restore the same with reasonable promptness. If any such damage renders all or a substantial portion of the Premises or of the Building, untenable, Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If such estimate is that the amount of time required to substantially complete such repair and restoration will exceed 180 days from the date such damage occurred or the end of the Term, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises are rendered untenable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within 20 days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Notwithstanding anything to the contrary herein set forth in this Lease, Tenant shall not have the right to terminate this Lease pursuant to this Section if the damage or destruction was caused by the act or neglect of Tenant, its agents or employees.

Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Section 15 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto except to the extent agreed upon in writing by the parties. If Tenant wants any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's expense subject to all the provisions of Paragraph 8 hereof.

In the event any such damage not caused by the act or neglect of Tenant, its agents or servants, renders the Premises untenable and if this Lease shall not be cancelled and terminated by reason of such damage, then the Rent shall abate during the period beginning with the date of such damage and ending with the date when the Premises are repaired to the condition existing immediately before the casualty. Such abatement shall be in an amount bearing the same ratio of the total amount of Rent for such period as the untenable portion of the Premises from time to time bears to the entire Premises.

15. ADDITIONS AND ALTERATIONS.

Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions (collectively, an "Alteration") to the Premises. If Landlord so consents, before commencement of any such work or delivery of any materials into the Premises, Tenant shall furnish to Landlord for approval, to the extent applicable, architectural plans and specifications, names and addresses of all contractors, and contracts, necessary permits and licenses, and certificates of insurance and instruments of indemnification against any and all claims, costs, damages and liabilities which may arise in connection with such work, all in such form and amount as may be reasonably satisfactory to Landlord. All of Tenant's contracts for such work shall provide that no lien shall attach to or be claimed against any other portion of the Building or Premises and only to Tenant's leasehold interest in the Premises. In addition, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall deposit with Landlord such security for the payment for said work and materials as Landlord may reasonably require. Tenant shall hold Landlord forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way connected with Tenant's Initial Installations or subsequent work. All such work shall be done only by contractors reasonably approved by Landlord and at such times and in such manner as Landlord may from time to time reasonably approve. Tenant shall pay the cost of all such work and the cost of decorating the Premises. Immediately upon completion of any of Tenant's work, alterations, additions or improvements, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended or used in connection therewith. All such work shall be done in a good and workmanlike manner and with the use of good grades of materials. As such work shall be coordinated with all work being performed by Landlord and other occupants of the Buildings and shall be accomplished in a manner which will disturb or interfere with the other occupants of the Buildings.

All alterations, improvements, and installations to or on the Premises (including all carpeting and floor covering) shall, unless Landlord requests their removal, remain in the Premises, at the expiration or earlier termination of this Lease or of Tenant's right of possession, without compensations to Tenant. If, upon Landlord's request, the Tenant does not effect removal, Landlord may remove the same and the Tenant shall pay the cost of such removal to the Landlord upon demand. Tenant shall not pledge, mortgage, hypothecate or in any way create a security interest in and to any of the alterations and improvements provided for herein to any third party.

Landlord's consent to alterations shall not be required if such improvements (a) are nonstructural in nature, (b) would not affect the building systems outside of the Premises, (c) would not require Tenant to obtain a building permit, and (d) would not cost in the aggregate in excess of Twenty-Five Hundred and 00/100 Dollars (\$2,500.00) per Alteration, or Ten Thousand Dollars (\$10,000.00) in the aggregate over a four-year period, provided that Tenant gives 30 days prior written notice to Landlord of such Alteration. Landlord need not give any such consent but if Landlord does, it may impose such reasonable conditions with respect thereto as Landlord deems appropriate, including, without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such Alteration and insurance against liabilities which may arise out of such Alteration, as determined by Landlord. The work necessary to make any alterations, improvements or additions to the Premises shall be done at Tenant's hiring contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof, and upon completion deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, and Tenant shall defend and hold Landlord and the Project harmless from all costs, damages, liens and expenses related thereto.

All work done by Tenant or its contractors pursuant to this Paragraph 15 or pursuant to Paragraph 16 hereof shall be done in a good and workmanlike manner using only good grades of materials and shall

comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. All required permits shall be obtained by Tenant at Tenant's expense.

If Tenant desires signal communications, alarm or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with prior written consent not to be unreasonably withheld, conditioned or delayed and under direction of Landlord, and subject to the terms and conditions of the first paragraph of this Paragraph 15 hereof or of Section 16(a) below.

All Alterations and wiring or cabling to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall, unless Landlord requests their removal at the time the Alteration is installed (in which case Tenant shall remove the same as provided in Section 21 below) be relinquished to Landlord in good condition, ordinary wear excepted.

Tenant shall not affix or install any wall treatments or wall coverings, of any type or nature (other than paint), within the Premises, without Landlord's prior written consent.

16. RISERS, CABLING AND CONNECTIONS

(a) As used herein, the term "Telecommunications Infrastructure" shall mean the Building's existing cables, conduits, inner ducts, connecting hardware, network point of presence ("Netpop") room, pathways and spaces, and risers and riser closets, if any, all comprising the existing telecommunications infrastructure in the Building.

(b) (i) During the Term of this Lease, Tenant shall be permitted use of the Telecommunications Infrastructure to extend circuits from the Netpop, through the Building's telecommunication run (if more than one, the one selected by Landlord), to the Premises or run closet of the Premises ("Floor Run Closet") to serve the Premises. The aforesaid shall be done at Tenant's sole cost and responsibility, and only through, and pursuant to a separate agreement between Tenant and, the telecommunications management company then engaged by Landlord to service the Telecommunications Infrastructure.

(ii) No promise or representation is made from Landlord to Tenant that, at the time of execution of the Lease, any type of wiring, cabling, circuits or feeds will be in place extending from the said Floor Run Closet to the Premises. Any such extension of wiring, cable, circuits, feeds or the like from the Floor Run Closet to the Premises desired by Tenant for its initial "build-out" of the Premises or thereafter shall be at the sole cost and responsibility of Tenant. All services and materials for such extension shall be provided only through, and pursuant to a separate agreement between Tenant and, the telecommunications management company then engaged by Landlord to service the Telecommunications Infrastructure.

(c) In the event Tenant desires to not utilize any of the existing components of the Telecommunications Infrastructure and to instead furnish and install its own direct feed Building into the Netpop, the same shall be done (i) at Tenant's sole cost and expense, and after first obtaining any and all necessary permits therefore, (ii) pursuant to plans and specifications first approved by Landlord; and (iii) only through, and pursuant to, a separate agreement between Tenant and the telecommunications management company then engaged by Landlord to service the Telecommunications Infrastructure.

(d) Tenant hereby releases Landlord from any and all claims Tenant may hereafter have related to any acts or omissions of any telecommunications management company servicing the Telecommunications Infrastructure, and pursuant to its separate agreements, if any, with Tenant per subparagraphs (b) (i), (b) (ii) and (c) above.

17. **REPAIRS.** Tenant will at Tenant's own expense, keep the Premises in good order, repair and condition during the Term, and Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances with fixtures or appurtenances of substantially the same grade, make and quality, under the supervision and subject to the approval of the Landlord, and within any reasonable period of time specified by the Landlord. Tenant's obligation for repairs shall not include any obligation to make structural repairs, including the walls, roof, floors and internal pipes, conduits, ducts, lines, wires, drains and flues and all other facilities for plumbing, electricity, unless such repairs are caused by the negligence of Tenant. Tenant shall not be required to use union labor in the performance of any of Tenant's obligations or work. If the Tenant does not make his required repairs and replacements, Landlord may, but need not, do so, and Tenant shall pay Landlord the cost thereof forthwith upon being billed for same.

Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions, including, without limitation, conduits, ducts, internal pipes, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating and air conditioning, as Landlord shall desire or deem necessary to the Premises or to the Building or to any equipment located in the Building or as Landlord may be required to do by government authority or court order or decree. Landlord will use commercially reasonable and diligent efforts to minimize any disruption or interference with Tenant's business operations and its customers during Landlord's performance of any such work.

Landlord shall keep the Building in good order, condition and repair (but excluding the interior of all premises which are the responsibility of Tenant and other tenants of the Building as to the premises leased to each) except for any damage to any portion thereof caused by the intentional act or gross negligence of the Tenant, its employees, agents, invitees, licensees or contractors, the cost of which shall be included as part of Operating Expenses (to the extent permitted hereunder).

18. **NONWAIVER.** No waiver of any provision of this Lease shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to the rights of Landlord in Paragraph 27 below, no receipt of monies by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Term or of Tenant's right to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, suit or judgment.

19. **CONDEMNATION.** If the whole or any part of the Project shall be taken or condemned for any public or quasi-public use or purpose, the Term, at the option of Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises, the adjacent parking spaces, or access to the Premises are taken or condemned, or rendered untenable thereby), by written notice to the other shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Rent shall be apportioned as of the date of such termination.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee or the improvements thereupon, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, only such compensation as may be separately awarded (as part of a separate action) or recoverable by Tenant in Tenant's own right on account of any and all damage to any portion of Tenant's Alterations, any subsequent additions or modifications thereto. Tenant's business by reason of the

condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, leasehold improvements and equipment. Landlord shall cooperate with Tenant's efforts to obtain a separate award.

20. ASSIGNMENT AND SUBLETTING

(a) Tenant may not assign, mortgage, pledge, encumber or otherwise transfer this Lease, or any interest hereunder, or sublet the Premises, in whole or in part, without on each occasion first obtaining the prior express written consent of Landlord, which consent shall not, except as hereinafter provided, be unreasonably withheld. Any change in control of Tenant due to a stock transfer or asset sale, corporate financing, or corporate acquisition does not acquire Landlord's prior written approval but notice shall be provided to Landlord of any such transfer forty-five (45) days prior to any assignment. In making a determination to grant or withhold such consent, in addition to any other relevant factors, Landlord shall be entitled to consider the creditworthiness of the proposed assignee or sublessee, the nature of the use of the Premises contemplated by the proposed assignee or sublessee and whether or not the proposed use will increase wear and tear on the Premises. In addition, if the intended use by the proposed assignee or sublessee involves in any way any Hazardous Materials and if such additional Hazardous Materials create, in the reasonable judgment of Landlord an increased risk of contamination at the Premises, Landlord shall be unconditionally entitled to withhold consent to the proposed assignment or sublease. Permitted subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder, without, however, relieving Tenant of any of its liability hereunder; provided, however, that so long as no Event of Default has occurred and is continuing, Landlord shall not collect any rent directly from any subtenant of less than the entire Premises or otherwise interfere with the exercise by Tenant of its rights as sublandlord under the sublease. No assignment, mortgaging, subletting or use or occupancy by others shall in any way be construed to relieve Tenant from any of its liability hereunder to pay Rent or to perform its obligations hereunder (which shall in every instance continue as the liability and obligation of a principal and not a surety) unless otherwise agreed to in writing by Landlord, or from thereafter obtaining the express consent of Landlord to any other or further assignment, mortgaging or subletting of this Lease.

(b) If Tenant should desire to assign this Lease or sublet the Premises (or any part thereof), Tenant shall give Landlord written notice no later than thirty (30) days in advance of the proposed effective date of any proposed assignment or sublease, specifying (i) the name and business of the proposed assignee or sublessee, (ii) a detailed description of the intended use of the Premises by the proposed assignee or sublessee, with particular detail regarding any Hazardous Materials which will be used in any manner at the Premises; (iii) the amount and location of the space within the Premises proposed to be so subleased, (iv) the proposed effective date and duration of the assignment or subletting, and (v) the proposed rent or consideration to be paid to Tenant by such assignee or sublessee. Tenant shall promptly supply Landlord with financial statements and other information as Landlord may reasonably request to evaluate the proposed assignment or sublease.

(c) Landlord shall have a period of thirty (30) days following receipt of such notice and other information requested by Landlord within which to notify Tenant in writing that Landlord elects: (i) to permit Tenant to assign or sublet such space; or (ii) to refuse to consent to Tenant's assignment or subleasing of such space and to continue this Lease in full force and effect as to the entire Premises. Tenant agrees to reimburse Landlord for reasonable legal fees not to exceed \$750.00 and any other reasonable out-of-pocket costs incurred by Landlord in connection with any requested assignment or subletting. Tenant shall deliver to Landlord copies of all documents executed in connection with any permitted assignment or subletting, which documents shall be in form and substance reasonably satisfactory to Landlord and which shall require such assignee to assume performance of all terms of this Lease on Tenant's part to be performed. No acceptance by Landlord of any Rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer.

(d) Any attempted assignment or sublease by Tenant in violation of the terms and provisions of this Section 20 shall be void and such act shall constitute an Event of Default. In no event shall any assignment, subletting or transfer, whether or not with Landlord's consent, relieve Tenant of its primary liability under this Lease for the entire Term, and Tenant shall in no way be released from the full and complete performance of all the terms hereof unless otherwise agreed to in writing by Landlord. If Landlord takes possession of the Premises before the expiration of the Term of this Lease, Landlord shall have the right, at its option to take over any sublease of the Premises or any portion thereof and such subtenant shall attorn to Landlord, as its landlord, under all the terms and obligations of such sublease occurring from and after such date, but excluding previous acts, omissions, negligence or defaults of Tenant and any repair or obligation in excess of available net insurance proceeds or condemnation award. Tenant shall reimburse Landlord for any costs incurred by Landlord in connection with any sublease including any alterations to the Premises or any other portion of the Property undertaken in consequence thereof.

(e) Landlord shall have the right to sell, transfer, assign, pledge, and convey all or any part of the Land and the Building and all of Landlord's rights under this Lease. In the event Landlord assigns or otherwise conveys its rights under this Lease, Landlord shall be entirely freed and released from any obligations accruing thereafter under this Lease, and Tenant agrees to look solely to Landlord's successor in interest for performance of such obligations; provided that Landlord shall deliver to Tenant an executed agreement evidencing the successor's assumption of all of Landlord's covenants and obligations under this Lease, including the obligation to be bound by this Lease.

(f) If Tenant transfers or assigns this Lease or sublets the Premises in whole or in part to any permitted assignee or sublessee, Landlord shall be entitled to receive, as Additional Rent, fifty percent 50% of any "Rental Profit" (as hereinafter defined) received by Tenant. The term "Rental Profit" shall mean the amount, calculated on a per square foot basis and not on an aggregate or cumulative basis, by which (i) the total rental and other consideration (of any nature whatsoever and however characterized) paid or delivered to Tenant by an assignee of the interest of Tenant or sublessee of all or any part of the Premises, for the purpose of compensating Tenant directly or indirectly for the assignment or sublease, exceeds (ii) the Minimum Rent, plus Additional Rent, installments paid by Tenant to Landlord pursuant to this Lease. By way of example, if Landlord grants the required written consent to a sublease by Tenant of 1,000 square feet of the Premises and the total rental and other consideration received by Tenant for the sublease equals a per annum rate of \$30.00 per square foot and the per annum rate per square foot for the Minimum Rent then payable by Tenant is \$25.00 per square foot, the Rental Profit would be \$5.00 per square foot and Landlord would be entitled to receive such Rental Profit concurrently with receipt of each payment by the sublessee to Tenant. Landlord shall be entitled to receive payment of its share of Rental Profit as and when payments are received by Tenant.

21. **SURRENDER OF POSSESSION.** Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall promptly surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted, and remove all of its property therefrom, and if such possession is not promptly surrendered Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom in accordance with applicable Illinois law. Without limiting the generality of the foregoing, Tenant agrees to remove at the termination of the Term or of its right of possession the following items of property: office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises, and such (but only such) alterations, improvements, additions and wiring or cabling as may be requested by Landlord, and Tenant shall pay to Landlord upon demand the cost of repairing any damage caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned same, and title thereof shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, and (ii) store, destroy or otherwise dispose of

the same without incurring liability to Tenant or any other person. Neither third party nor Tenant will be allowed to remove any property without first posting security to guarantee removal without damage to the real estate in amount and form satisfactory to Landlord.

22. **HOLDING OVER.** Tenant shall pay to Landlord one hundred fifty percent (150%) of the Minimum Rent set forth in Paragraph 1 hereof and any appropriate Additional Rent then applicable (the "Holdover Rate") for each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord on account thereof. The provisions of this paragraph shall not be deemed to limit any rights of Landlord. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute either (i) a month-to-month tenancy upon the then applicable terms and conditions set forth herein, or (ii) a tenancy at sufferance. If no such notice is served, then a tenancy at sufferance shall be deemed created at the Holdover Rate.

23. **ESTOPPEL CERTIFICATE.** From time to time upon not less than ten (10) business days prior request by Landlord, Tenant or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (ii) the dates to which the Rent and other charges have been paid; (iii) that, to the best of its knowledge, Landlord is not in default under any provision of this Lease, or, if any default, the nature thereof in detail, and (iv) to such other matters pertaining to this Lease as Landlord reasonably requires. If Tenant fails to deliver such statement within the ten (10) business day period referred to above, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact coupled with an interest and in its name, place and stead so to do.

24. **SUBORDINATION.** Tenant hereby agrees that this Lease shall automatically be subject and subordinate to (i) any indenture of mortgage or deed of trust currently secured by the Premises, or any part thereof, and/or that may hereafter be placed upon the Building and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such indenture of mortgage or deed of trust provides otherwise, and (ii) any ground or underlying lease. Tenant shall at Landlord's request execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such indenture or mortgage or deed of trust or to any such ground or underlying lease or to acknowledge that this Lease is superior to such lien, as the case may be.

Should any prospective mortgage or ground lessor require any modification of this Lease, which modification(s) will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to promptly execute and deliver whatever documents are required therefore, subject to the terms of this Paragraph 24.

25. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim:

- (a) To change the street address upon no less than ninety (90) days written notice.
- (b) To install, affix and maintain any and all signs on the exterior and on the interior of the Building in a reasonable manner and not to interfere with Tenant's use or visibility and with reasonable notice except in cases of emergency.

(c) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors of the Building and to interrupt or temporarily suspend services and facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible and usable for Tenant's normal operations. Landlord shall use commercially reasonable efforts so as to minimize any disruption or interference with Tenant's business operations and customers, and to not materially adversely affect Tenant's use and occupancy of the Premises, and to give Tenant reasonable notice except in cases of an emergency.

(d) To furnish door keys for doors in the Premises at the commencement of the Lease. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix additional locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves the Landlord of all responsibility arising out of theft, robbery, pilferage, unless caused by the gross negligence or willful misconduct of Landlord, its officers, agents, or employees. Upon the expiration of the Term or Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(e) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load), and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such time and in such manner as Landlord shall direct in writing. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which may be dangerous to persons or property or which may damage or injure the Premises. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which is of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building or within the Building are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building.

(f) To regulate delivery and service of supplies in order to ensure the cleanliness and security of the Premises and to avoid congestion of the loading dock and receiving area.

(g) To show the Premises to prospective tenants at reasonable hours and following reasonable prior notice to Tenant while minimizing any disruption or interference with Tenant's business operations and customers, which notice may be verbally given to Tenant's on-site employees during the last twelve (12) months of the Term and if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy.

(h) To erect, use and maintain ducts, conduits, pipes, lines, wiring, drains and flues, and appurtenances thereto, in and through the Premises at reasonable locations, but using commercially reasonable efforts to have such items not be visible from the Premises or otherwise have them circumvent the Premises.

(i) To lease any portion of the Project to prospective tenants for any use Landlord deems suitable except Landlord may not lease any portion of the Project to any direct competitor of Tenant.

26. **RULES AND REGULATIONS.** Tenant agrees for itself, its employees, agents, clients, customers, invitees, visitors, and guests, to comply with the current Rules and Regulations for the Building (a copy of which is attached hereto) which, from time to time, may be reasonably modified or supplemented by Landlord. Tenant agrees that Landlord shall not have any duty to Tenant to require other tenants to

comply with such Rules and Regulations and Tenant's obligations under this Lease shall not be altered or reduced by reason of Landlord's failure so to do.

27. **LANDLORD'S REMEDIES.** The occurrence of any one or more of the following events shall constitute an "Event of Default" of Tenant under this Lease. If default shall be made in the payment of the Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for five (5) days after Tenant's receipt of written notice from Landlord, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such shall continue for thirty (30) days after Tenant's receipt of written notice from Landlord, provided that this time shall be automatically extended for up to an additional sixty (60) days so long as Tenant shall be diligently prosecuting the cure of said default after written notice to Tenant, or if a default involves a hazardous condition or an insurance obligation and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein. If an Event of Default occurs Landlord shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it at law or in equity or elsewhere in this Lease:

(1) Landlord may terminate this Lease by giving Tenant written notice of its election to do so, in which event the Term shall end and all right, title and interest of Tenant under this Lease shall expire on the date stated in such notice;

(2) Landlord may terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon Tenant's right to possess all or any portion of the Premises shall cease on the date stated in such notice; and

(3) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord under this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained in this Lease, and for the enforcement of any other appropriate or equitable remedy, including, without limitation, injunctive relief, and for recovery of all monies due or to become due from Tenant under any of the provisions of this Lease.

If Landlord terminates Tenant's right to possess the Premises without terminating this Lease, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent under this Lease for the full Term. Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Rent and any other sums subsequently accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. Landlord shall reasonably attempt to relet all or any portion of the Premises for the account of Tenant for such Rent, for such time (which may be for a term extending beyond the Term) and upon such terms as Landlord in Landlord's reasonable discretion shall determine, but Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in

or to the Premises to the extent reasonably necessary to relet the Premises, and in such regard, Landlord may change the locks to the Premises and Tenant shall, upon written demand, pay such cost together with Landlord's expenses of reletting. Landlord may collect the rents from any such reletting and apply the same first to the payment of the expenses of re-entry, repair and alterations and the expenses of reletting and second to the payment of Rent provided in this Lease to be paid by Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same subsequently becomes due and payable under this Lease, but the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Landlord solely; provided that in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Minimum Rent and Additional Rent) which should have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Event of Default occurred. No such reentry, repossession, repairs, alterations, additions or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease or a written notice of such intention is given to Tenant, or shall operate to release Tenant, in whole or in part, from any of Tenant's obligations under this Lease, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

In the event of the termination of this Lease by Landlord as provided for herein, Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date as well as all other additional sums payable by Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies under this Lease, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (a) leasehold improvements, build out costs additions and alterations if any, paid for by Landlord pursuant to this Lease amortized at 6% interest per annum over the first five (5) years of the Initial Lease Term the; (b) real estate brokers' commissions; (c) aggregate rents at the same annual rate for the remainder of the Term as then in effect pursuant to the provisions of this Lease or the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents at the same annual rate for the remainder of the Term as then in effect pursuant to the provisions of this Lease, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present value to be computed in each case on the basis of a 2% per year discount from the respective dates upon which such rentals would have been payable under this Lease had this Lease not been terminated; and (d) any damages in addition, including attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

28. **TENANT REMEDIES.** It shall constitute a "Landlord Default" under this Lease if Landlord fails to perform or observe any of its covenants or obligations under this Lease and such failure is not cured within thirty (30) days after Landlord receives written notice from Tenant (provided that if a default is of a nature that it cannot be cured within 30 days, then Landlord shall have such additional reasonable time to cure so long as Landlord has commenced curing same within such 30 day period and diligently pursues such cure to completion). Upon the occurrence of a Landlord Default, Tenant shall have the following remedy, which shall be distinct, separate and cumulative:

(a) Tenant may enforce the provisions of this Lease and protect the rights of Tenant hereunder by a suit in equity or at law for the specific performance of any covenant or agreement contained herein, including injunction against any continuing violation by the Landlord of this Lease.

(b) Tenant may, at its option, cure the same on behalf of Landlord, whereupon the cost of such curing shall be immediately due and payable to Tenant from Landlord, upon written demand therefore by Tenant. Failure of Landlord to reimburse Tenant shall entitle Tenant to deduct the costs thereof

from the next subsequent rents due hereunder.

29. **EXPENSES OF ENFORCEMENT.** The non-prevailing party shall pay upon demand all reasonable costs, charges and expenses including court costs and the reasonable fees of counsel, agents, and others retained which are incurred in enforcing the obligations hereunder or incurred in any litigation, negotiation or transaction in which one party causes the other, without the other's fault, to become involved or concerned, excluding any negotiations to extend or renew this Lease.

30. **MISCELLANEOUS.**

(a) All rights and remedies of a party under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) All Minimum Rent payments becoming due under this Lease and remaining unpaid for more than five (5) days will be subject to a Two Hundred Fifty and 00/100 Dollars (\$250.00) late charge and shall bear interest until paid at the annual rate of three (3%) percent in excess of the prime rate then announced from time to time by Wall Street Journal unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

(c) The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, legal representative, successors and assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Paragraph 21 hereof.

(e) Except as otherwise provided, no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

(f) Submissions of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed by Landlord and Tenant and delivery is made to each.

(g) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) Tenant represents and warrants that it is currently in good standing and authorized to do business in the State of Illinois, and Tenant covenants that it shall remain so during the entire Term.

(i) Landlord may terminate this Lease on the last day of any month in any year if Landlord is required, for any reason, to remove or demolish the Building or any substantial portion of it. Such termination shall become effective and conclusive by Landlord's written notice to Tenant not less than ninety (90) days prior to the termination date fixed in the notice. No money or other consideration shall be payable by Landlord to Tenant for this right. The right hereby reserved by Landlord shall inure to all purchasers, assignees, lessees, transferees and ground or underlying lessee, as the case may be, and is in addition to all other rights of Landlord.

(j) Landlord represents, that to its actual knowledge, (i) No condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation is pending relating to the Building or any portion thereof, and Landlord has no knowledge that any condemnation or eminent domain

proceedings have been commenced or threatened with respect to all or any part of the Building; (ii) No litigation or proceedings are pending, and Landlord has no knowledge that any such proceedings are contemplated, threatened or anticipated, with respect to the Building or any portion thereof or with respect thereto that would have an unreasonable affect on Tenant's use or occupancy of the Premises; (iii) No unrecorded agreements, undertakings or restrictions which affect the Building or any portion thereof that would have an unreasonable affect on Tenant's use or occupancy of the Premises; (iv) the Premises is in compliance with the Americans with Disabilities Act of 1990, as amended from time to time prior to or after the Effective Date (the "ADA").

31. **NOTICES.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Landlord: David Keilman
CWR Properties, LLC
423 S. 2nd Street
St. Charles, Illinois 60174
dave@pcwinvest.com

With a copy to: Nicole H. Daniel
Hayes Daniel LLP
41 S. Prospect Ave. – Suite 205
Park Ridge, Illinois 60068
nicole@hayes-daniel.com

or such other person at such other address designated by notice sent to Tenant and after occupancy of the Premises by Tenant to the address to which Rent is payable.

If to Tenant: HQ Remodeling Inc.
c/o Guan Yong Zheng
157 Winchester Drive
Streamwood, Illinois 60107

With copy to:

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier, (c) sent by telefax or E-mail during normal business hours, in which case notice shall be deemed delivered upon confirmed transmission of such notice, or (d) sent by personal delivery. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice may be given by the attorneys for either party.

32. **REAL ESTATE BROKER.** The Tenant represents that it has dealt with no brokers in connection with this Lease, and that insofar as the Tenant knows no other broker negotiated this Lease or is entitled to any commission in connection Landlord and Tenant agree to defend, indemnify and hold each other harmless from and against all costs, expenses, reasonable attorneys' fees and/or other liability for commissions or other compensation or charges claimed by any other broker or agent claiming the same by, through or under Landlord or Tenant, as the case may be.

33. **COVENANT OF QUIET ENJOYMENT.** The Landlord covenants that the Tenant, on

paying the Minimum Rent, applicable Additional Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

34. **SIGNAGE** Tenant, at its cost, shall have the right to install or place signs, awnings, or other advertising materials above the Premises subject to Landlord's approval and in compliance with and permitted by law and the village code; provided that all permitting and city approvals are obtained and that Tenant obtains Landlord's consent and approval (a) as to the method of attaching signs that will be permanently attached to the exterior of the Center or on monuments or pylons (collectively "Exterior Signage"); (b) for any awnings; and (c) for the location of the Exterior Signage and design of the monument sign panel located on the west side of the Center's property. Landlord shall not unreasonably withhold, condition or delay its consent. Tenant shall submit plans and specifications for its Exterior Signage and awnings to Landlord for approval prior to submitting the plans and specifications to the local authorities for permitting. All Exterior Signage and awnings shall comply with all applicable laws, regulations, and rules.

If Landlord requests that Tenant temporarily remove Tenant's Exterior Signage after installation for any reason, Landlord shall reimburse Tenant for the actual cost incurred by Tenant to remove, store and re-install the Exterior Signage. If Landlord has not paid Tenant those costs within thirty (30) days after Tenant re-installs its Exterior Signage, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount against Minimum Rent and all other charges (at Tenant's discretion) until the Tenant's costs are fully offset.

35. **WAIVER OF JURY TRIAL**. Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of the Premises or any proceedings for nonpayment of any Rent.

36. **GENERAL PROVISIONS**

(a) **Validity**. Landlord and Tenant acknowledge that they were represented by counsel in connection with this Lease and that each of them or their respective counsel reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or Landlord will not be employed in the interpretation of this Lease. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

(b) **Authority**. Each of Landlord and Tenant represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it and that this Lease constitutes the valid and binding obligation of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar creditor's rights laws.

(c) **Construction**. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter will be effective. This Lease may be modified in writing only, and must be signed by the parties in interest at the time of modification. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. The terms "Landlord" and "Tenant", as used herein, denote both singular and plural and all genders.

(d) **Binding Effect.** The covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns. This Lease will be governed by the laws of the State of Illinois.

(e) **Exhibits.** The following Exhibits referred to in and attached to this Lease are incorporated herein in full by reference with the same force and effect as if specifically set forth herein, and the terms of the Exhibits will prevail over any conflicting or inconsistent terms in the body of the Lease:

- Exhibit A - Legal Description
- Exhibit B - Space Plan
- Exhibit C - Rules and Regulations
- Exhibit D - Guaranty

(f) **Landlord's Limited Liability.** Tenant agrees to look solely to Landlord's interest in this Lease, the Project, and all profits, rents and sales proceeds arising therefrom, including, without limitation, condemnation awards and insurance proceeds, for recovery of any monetary judgment from Landlord, it being agreed that Landlord, so long as it owns the Project (and if Landlord is a partnership, its partners, whether general or limited, and if Landlord is a corporation, its directors, officers or shareholders), shall not be personally liable for any monetary judgment or deficiency decree or judgment against Landlord. Landlord may sell, transfer or otherwise convey its interest in and to the Project at any time and from and after the date of any such transfer or conveyance. Landlord shall be released from its obligations hereunder that have not arisen or accrued prior to the date of any such transfer or conveyance

(g) **Good Faith and Fair Dealing.** Landlord and Tenant acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith. In each instance where the consent or approval of a party hereto is made a prerequisite to any act or decision under this Lease by the other party hereto, such consent or approval shall not be unreasonably withheld, refused, delayed or conditioned, and all reasons for not giving such consent or approval shall be specified in writing, unless otherwise specifically set forth herein.

(h) **Marginal Headings.** The marginal paragraphs, headings and titles to the sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or the interpretation of any part thereof.

(i) **Choice of Law.** This Lease shall be governed in accordance with the laws of the State of Illinois and venue shall be in Kane County, Illinois.

(j) **Acceptance and Date of Lease.**

(i) **Acceptance.** The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant.

(ii) **Date of Lease.** The Effective Date of this Lease shall be the date of written acceptance hereof by Landlord.

(k) **Drafting.** Each party and its counsel have participated in the drafting of this Lease; therefore none of the language contained in this Lease shall be presumptively construed in favor of or against either party.

37. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord within two (2)

business days after Landlord's written acceptance hereof, along with the first month's Minimum Rent and Additional Rent, the sum of \$8,288.57 hereinafter referred to as ("Collateral") as security for the prompt, full and faithful performance of all obligations of Tenant hereunder.

(i) If Tenant fails to perform any of its obligations hereunder and such failure continues beyond any cure period provided in this Lease, Landlord may use, apply or retain the whole or any part of the Collateral for the payment of (a) any sum or other sums of money which Tenant may not have paid when due, (b) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, or (c) any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, any damage or deficiency in or from the reletting of the Premises. The use, application or retention of the Collateral, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law (it being intended that Landlord shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. If any portion of the Collateral is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) business days after the written demand therefor is made by Landlord, to deposit cash with the Landlord in an amount sufficient to restore the Collateral to its original amount.

(ii) In no event shall the Collateral be deemed to be an advance of payment of Rent.

(iii) Landlord shall have no obligation to pay any interest on the Collateral.

(iv) In the absence of evidence reasonably satisfactory to Landlord of any permitted assignment of the right to receive the Collateral, or of the remaining balance thereof, Landlord may return the same to the original Tenant, regardless of one or more assignments of Tenant's interest in this Lease or the Collateral. In such event, upon the return of the Collateral, or the remaining balance thereof to the original Tenant, Landlord shall be completely relieved of liability under this Section 37 or otherwise with respect to the Collateral.

(v) Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease and Tenant agrees that in the event of any such transfer, Landlord shall have the right to transfer the Collateral to the transferee. Upon the delivery by Landlord to Tenant of such transferee's written acknowledgment of its receipt of such Collateral and assumption of Landlord's obligations under this Lease, Landlord shall thereby be released by Tenant from all liability or obligation for the return of such Collateral and Tenant agrees to look solely to such transferee for the return of the Collateral.

(vi) The Collateral shall not be mortgaged, assigned or encumbered in any manner whatsoever by Tenant without the prior written consent of Landlord.

(vii) So long as Tenant is not in default as defined under this Section 37 upon the expiration of the Term, Tenant shall be entitled to return of the Security Deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in duplicate, by their respective duly authorized officers as of the day and year first above written.

EXHIBIT A

LEGAL DESCRIPTION

LOT ONE IN WEST TOWNE MARKET, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION TWENTY-EIGHT, TOWNSHIP FORTY NORTH, RANGE EIGHT EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

EXHIBIT B

SPACE PLAN

[To be Inserted]

EXHIBIT C

RULES AND REGULATIONS

1. Vestibules, halls, stairways, elevators, and other common areas and facilities of a similar nature must remain unobstructed, and will be used only for normal transit.
2. Common area lobbies, vestibules, hallways, stairways, elevators, and other common areas and facilities of a similar nature will not be used for storage or placement of any furniture, packages, or objects of any kind.
3. Children will not be permitted to loiter or play in the lobbies, vestibules, hallways, stairways, elevators, and other common areas and facilities of a similar nature.
4. Hanging, cleaning, or beating garments, rugs, or the like from or on the windows, terraces, or facades of the Building, or in lobbies, vestibules, hallways, stairways, or other common areas of a similar nature, is prohibited.
5. Throwing garbage or trash outside disposal installations provided for these purposes is prohibited.
6. Tenants will require their trades people to use elevators when transporting packages, merchandise or other objects in a manner that does not adversely affect the comfort and well-being of passengers in elevators devoted to the transportation of owners, occupants, and guests.
7. All damage to common areas caused by the moving or carrying of articles will be the responsibility of, and will be paid for by the tenant or person in charge of the articles.
8. No tenant, occupant, or licensee will post his or her name or any other notice in any lobby, vestibule, hallway, stairway or other Building area except in places provided for this purpose.
9. Units will be occupied and used by respective tenants only as provided in their lease.
10. Tenants will exercise extreme care about making noise or playing music that may disturb other occupants.
11. No animals bred, raised or kept in any unit for any purpose.
12. Tenants will not take or cause to be taken within their units any action which would jeopardize the soundness or safety of any part of the Project or impair any easement or right appurtenant or affect the common elements without the unanimous consent of all unit owners who might be affected.
13. Tenants will not permit anything to be done or kept in their premises that would increase the rate of fire insurance on their unit or on the Project as a whole.
14. No lessee or licensee will install wiring for electrical or telephone installation, television antenna, machines or air conditioning units or the like on the exterior of the project which protrude through the walls or the roof of the project except as authorized by the Landlord.

Initials:

15. Draperies, shades, awnings, curtains or the like other than those approved by the Landlord, will not be used, and no signs of any kind will be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the Building except as approved by Landlord.

16. Water will not be kept running for an unreasonable and unnecessary length of time.

17. Each Tenant will promptly perform all maintenance and repair work within his or her unit that, if omitted, would affect any common areas, any portion of the property leased or belonging to others or the Building as a whole. Each tenant will be responsible for all damages and liabilities that any failure to maintain or repair may cause.

18. No immoral, improper, offensive, or unlawful use will be made of unit or any part of it, and each tenant will, at his or her own expense, comply with all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

19. Each Tenant will provide the managing agent with any key or keys necessary to gain access to leased unit, and no tenant shall alter any lock or install any new lock on any door providing access to his or her unit without managing agent's or Landlord's prior written consent.

20. There shall no smoking in the Building, including but not limited to hallways, stairwells entrance ways and lobbies. This restriction shall apply to tenants and tenant's invitees and guests. Smoking means the burning, inhaling or exhaling of any lighted pipe, cigar, cigarette, hookah, weed, herbs, tobacco or any other lighted smoking equipment

Landlord reserves the right to amend, repeal or add to these rules and regulations as may be deemed necessary for the safe and efficient maintenance of the Building and for the comfort and convenience of its occupants.

Initials: W
ZH

**EXHIBIT D
GUARANTY OF LEASE**

THIS GUARANTY OF LEASE (this "Guaranty") is made and entered into the 22nd day of December, 2023 by Guan Yong Zheng, President of Tenant and Linda E. Lee, an Individual with an interest in Tenant, to and for the benefit of CWR Properties, LLC ("Landlord") and relates to that certain Lease (the "Lease") with an Effective Date of January 1, 2024, pursuant to which HQ Remodeling Inc., an Illinois Corporation d/b/a Domo Sushi ("Tenant"), is leasing from Landlord approximately 3,638 square feet located at 1890 W. Main Street, St. Charles, Illinois 60174.

RECITALS:

1. Tenant desires to enter into the Lease.
2. The undersigneds have an interest in Tenant and will therefore benefit from the execution of the Lease.
3. The undersigneds have requested Landlord to enter into the Lease with Tenant.
4. Landlord is unwilling to enter into this Lease unless the undersigned personally, jointly and severally, guaranties the Lease in the manner set forth herein.

STATEMENT OF THE GUARANTY

In consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned to induce Landlord to enter into this Lease and intending to be legally bound agrees as follows:

1. **Recitals.** The above Recitals are true and correct.
2. **Absolute and Unconditional Guaranty.** The undersigneds hereby absolutely and unconditionally, jointly and severally, guaranty to Landlord and its successors and assigns, the prompt and full payment of all rent, and all other sums to be paid by Tenant under the Lease, and the punctual and full performance and observance of all other terms, covenants, conditions, and agreements of the Lease. The undersigneds shall be jointly and severally liable between themselves and with Tenant and with any other guarantors of any of Tenant's obligations under the Lease. The undersigneds agree that if an event of default occurs under the Lease, Landlord may proceed directly against and recover from the undersigneds, or either of them, before, after, simultaneously with, or without proceeding against Tenant or any other guarantors.
3. **Continuing Guaranty.** This Guaranty is of a continuing nature and shall remain in full force and effect until all the terms, covenants, conditions, and agreements contained in the Lease are fully performed and observed. In the event any payment made by Tenant in satisfaction of any obligation of Tenant is returned by Landlord as a result of court order or directive or requirement of law (in connection with any bankruptcy proceeding or otherwise) that obligation shall, for purposes of this Guaranty, be deemed to continue in existence to the extent of the payment returned.
4. **Modification to Lease.** The obligations of the undersigneds under this Guaranty shall not be terminated, affected, or impaired in any manner by:
 - a. Any changes, modifications, or amendments to the Lease;
 - b. Any extension, or renewal of the term of the Lease, or expansion of the Leased Premises; or
 - c. Landlord's waiver of any terms, covenants, conditions, or agreements of the Lease, all of which may be done without notice to, or the consent of, the undersigneds.
5. **Guaranty Not Affected by Any Event Other Than Full Performance.** The obligations of the undersigned under this Guaranty shall not be terminated, affected, or impaired in any manner by reason of:



- a. The assertion by Landlord against Tenant of any of the rights or remedies available to Landlord under the Lease;
 - b. The release or discharge of Tenant from any of Tenant's obligations under the Lease by operation of any bankruptcy, insolvency, or similar law or the actual or purported rejection of the Lease by a trustee in bankruptcy on behalf of Tenant;
 - c. The failure of Landlord to exhaust or pursue any of its rights or remedies available against Tenant or either of them, or any other guarantor;
 - d. The granting by Landlord of any indulgences or extensions of time to Tenant;
 - e. Landlord's release or discharge of either of the undersigneds or any other guarantor; or
 - f. Landlord's receipt, application, release, or impairment of any security or collateral given to secure the performance and observance of the terms and covenants of the Lease.
6. **Subordinated Debt.** The undersigneds subordinate any liability or indebtedness of Tenant now or hereafter held by the undersigneds to the obligations of Tenant to the Landlord under the Lease.
7. **Attorney's Fees.** If Landlord takes any action or participates in any proceeding to enforce this Guaranty, or to protect Landlord's right hereunder (including, but not limited to, bankruptcy, appellate, and post judgment proceedings), the undersigneds shall pay to Landlord all costs expenses, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.
8. **Successor and Assigns.** The benefits of the Guaranty shall inure to the successors and assigns of Landlord and shall be binding upon the successors, assigns, and legal and personal representatives of the undersigneds. For purposes of this Guaranty, the word "Tenant" shall also include the successors and assigns of Tenant. This paragraph shall not affect the restrictions relating to assignments and subletting by Tenant as set out in the Lease.
9. **Construction/Venue.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to any principals of conflict of laws. Venue for all actions or proceedings relating to or arising out of this Guaranty shall be in Kane County, Illinois.
10. **Severability.** If any provision (or portion or application of any provision) of this Guaranty is found to be invalid or inconsistent with applicable law then that provision (or the smallest portion or narrowest application of that provision that can be removed to render the provision valid) shall be severed from this Guaranty and the remainder of this Guaranty and the application of that provision to all circumstances where its application is valid shall not be affected thereby and shall continue in full force and effect.
11. **Modification to Guaranty.** This Guaranty may not be amended, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Landlord.
12. **Financial Statements.** The undersigneds hereby represent and warrant that all financial statements submitted by them to Landlord in connection with the Lease are true and correct in all respects, and fairly present the financial condition of the undersigneds. The undersigneds hereby agree to promptly supply Landlord with such financial information as may be reasonably requested by Landlord from time to time.
13. **Definitions.** Words used in this Guaranty without definition shall have the same meaning as in the Lease.
14. **Telefax.** For purposes of the execution of this document, any signed document transmitted by fax machine or electronic mail shall be treated as an original document.

IN WITNESS WHEREOF, this Guaranty is executed and effective as of the date of the Lease.

GUARANTOR:

Guan Yong Zheng

Guan Y zheng
Signature

Guan Y zheng
Printed Name:

Linda E. Lee

[Signature]
Signature

Linda Lee
Printed Name:

STATE OF Illinois

COUNTY OF Kane

§
§
§

I, Sara J. Corcoran, a Notary Public for said County and State, do hereby certify that Guan Yong Zheng and Linda E. Lee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 22nd day of December, 2023.

Sara J Corcoran
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: 08-14-2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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

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

PRODUCER Achieve Agency Inc 3500 S Morgan St, Unit 203 Chicago, IL 60609	CONTACT NAME: James Chen PHONE (A/C, No., Ex): 630-582-1648 E-MAIL ADDRESS: leadways88@yahoo.com	FAX (A/C, No.): 630-582-1663
	INSURER(S) AFFORDING COVERAGE	
INSURED HQ Remodeling Inc. DBA Domo Sushi 1890 W Main St Saint Charles, IL 60174	INSURER A: Wesco Insurance Company	
	INSURER B: Hartford Insurance Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	WBP2032794	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	WBP2032794	01/01/2024	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ &1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ &10,000	Y	Y	WBP2032794	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WECa9b08	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability	Y	Y	WBP2032794	01/01/2024	01/01/2025	Each Occurrence \$1,000,000 Aggregate \$2,000,000

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

Restaurant. Location: 1890 W main St. Saint Charles, IL 60174

additional insurance: CWR Properties, LLC. as Landlord

423 S 2nd St

St. Charles, IL 60174

CERTIFICATE HOLDER

CWR Properties LLC
 423 S 2nd St
 St. Charles, IL 60174
 attn: David Keilman

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Date of this notice: 12-03-2020

Employer Identification Number:
85-4134046

Form: SS-4

Number of this notice: CP 575 A

HQ REMODELING INC
157 WINCHESTER DR
STREAMWOOD, IL 60107

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 85-4134046. 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 1120

04/15/2021

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*.

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX82 6X99 4649#
HQ WINCHESTER DR
157 WINCHESTER DR
STREAMWOOD IL 60107-1386

December 3, 2020



Letter ID: CNXXXX826X994649

Account ID: 4382-0468

We have enclosed your Certificate of Registration.

Welcome!

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. If any corrections are needed you must contact us immediately at the telephone number listed below.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707



OFFICE OF THE SECRETARY OF STATE

SPRINGFIELD, ILLINOIS 62756

January 13, 2023

ALEXI GIANNOULIAS
SECRETARY OF STATE

Notice of Delinquency

HQ REMODELING INC.
% GUAN YONG ZHENG
157 WINCHESTER DR
STREAMWOOD IL 60107-1386

You are hereby given notice of the facts relating to the filing of the annual report and the payment of franchise tax, penalties, and interest relating to the above corporation pursuant to section 12.40 of the Business Corporation Act of Illinois in force July 1, A.D. 1984. That the amount of franchise taxes, penalties, and interest due and not paid for this year are:

Franchise Tax	\$.00
Annual Report Filing Fee	\$	75.00
Penalties & Interest:		
10% Late Filing Plus 2% Per Month (minimum \$1.00).		
The following fee stated is computed at the maximum of 5 months delinquency and 100% Paid In Capital.		
	\$.00
Amount of Fees Due	\$	75.00

That the aforesaid corporation has not filed an annual report prior to the first day of December, 2022.

That the annual report must be executed (both sides) and submitted with the 14.30 form, if it is applicable. These forms are available at www.ilsos.gov.

That unless the corporation complies with the above requirements within 90 days of the date of this notice, the corporation is subject to involuntary dissolution.

Secretary of State
State of Illinois
Business Services Department
(217) 782-7808



**State of Illinois
Domestic/Foreign Corporation Annual Report**

Year 2022 **Corporation File No** 73017106
FILED February 7, 2023
Alexi Giannoulis, Secretary of State

1. **Corporate Name** HQ REMODELING INC.
Registered Agent GUAN YONG ZHENG
Registered Office 157 WINCHESTER DR
City, IL, Zip Code, County STREAMWOOD, IL 60107-1386 COOK

2. **Principal address of Corporation** 5899 NORTH WEST HWY UNIT A
CRYSTAL LAKE, IL 60014

3a. **State or Country of Incorporation** ILLINOIS 3b. **Date Incorporated/Qualified** 12-02-2020

4. **The names and addresses of ALL officers & directors MUST be listed here!**

Officers	
Title Name & Address	PRESIDENT GUAN YONG ZHENG 5899 NORTH WES T HWY UNIT A
Title Name & Address	DIRECTOR GUAN YONG ZHENG 5899 NORTH WEST HWY UNIT A CRYSTAL LAKE, IL 60014
Title Name & Address	

5. **If 51% or more of the stock is owned by a minority or female, please check the appropriate box**

Minority Female Both

6. **Number of shares authorized and issued as of** 9-30-2022

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		0.000000	100	2.000

7. **The amount of paid-in-capital as of** 9-30-2022 **is \$** 2000

8. **All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.**

9. **Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.**

By GUAN YONG ZHENG
 Authorized Officer
PRESIDENT February 7, 2023
 Title & Date

Fee Summary	
Franchise Tax:	\$0.00
Filing Fee:	\$75.00
Penalty:	\$0.00
Interest:	\$0.00
Total Fee:	\$75.00



Zhaowei Li <ataxm868@gmail.com>

Corporation Annual Report filing with the Illinois Secretary of State

1 message

BusinessServices@ilsos.gov <BusinessServices@ilsos.gov>
To: ataxm868@gmail.com

Tue, Feb 7, 2023 at 12:56 AM

Your Corporation Annual Report filing has been processed.

You can download/view a PDF of your filing at <https://apps.ilsos.gov/soar/document.jsp> within 1 year of file date (02-07-2023).

If you have any issues accessing the PDF document, please forward a copy of this receipt to BusinessServices@ilsos.gov requesting assistance.

Packet Number: 1675752674121715

File Number: 73017106

Authorization Number: 25608567

File Date: 02-07-2023

Franchise Tax: \$0.00

Filing Fee: \$75.00

Penalty: \$0.00

Interest: \$0.00

Payment Processor Fee: \$1.69

Total Amount: \$76.69

This transaction will appear on your credit card statement as: SOS BS INTERNET ANNUAL REPORTS

HQ REMODELING INC.
2 GUAN YONG ZHENG
157 WINCHESTER DR
STREAMWOOD IL 60107-1386

12/02/2020
Cook County

1-4. Verify information is accurate

5. MUST list names and addresses of all officers and directors as of the date of signing. If you are the sole officer, please indicate. If more space is needed, enclose attachment with corporate file number on the attachment. If there has been a change in officers, please mark thru the incorrect information and set forth the correct information.

6. Changes to the authorized shares must be completed on form BCA 10.30 for Illinois Corporations. Foreign Corporations must file certified copies of amendment from state of incorporation. If any changes have been made to the issued shares, BCA form 14.30 must be completed and filed.

7. Verify Registered Agent on file is true and accurate. It will be necessary to file in this office form BCA 5.10 in order to make any changes in the Registered Agent's name and/or address. BCA 5.10 along with your \$25.00 fee MUST be submitted TOGETHER with the Annual Report in the SAME envelope.

7a. Insert the principal address of Corporation

7a. THIS DOCUMENT MUST BE SIGNED BY AN AUTHORIZED OFFICER.

If submitting a form BCA 14.30, your previous allocation factor is 1.000000

All forms available at www.ilsoa.gov, or call (217) 782-6963 to make requests. For questions regarding this form, please call (217) 782-7808.

DETACH AT PERFORATION AND SUBMIT PAYMENT. DO NOT SUBMIT PHOTOCOPY FOR FILING.

006717

1) Corporate Name HQ REMODELING INC		2) File Number D 7301-710-6	3) State / Country Illinois	4) Exp. / Qual. Date 12/02/2020
5) President Name & Address GUAN YONG ZHENG 5899 NORTH WEST HWY UNIT A				
Secretary Name & Address				
Officer / Director Name & Address				
6) Share Information		Class	Shares	Par Value
COMMON			100	.000000
Number Authorized		Number Issued as of		09/30/2022
100		2,000		
7) Registered Agent				
GUAN YONG ZHENG		YEAR		2022
157 WINCHESTER DR				
7a) Principal Address of Corporation:				
7b) Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to the provisions of the Business Corporation Act, has been prepared by me and is, to the best of				

ILLINOIS DOMESTIC / FOREIGN ANNUAL

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 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. 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 HQRE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

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.

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Thank you for your cooperation.



Certificate of Completion

MIAOLING XIAO

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification
from the American Safety Council.

BASSET Student ID Number
27975146

GRADUATION DATE

1/7/2024

John D. Conly.
CEO, American Safety Council



Illinois BASSET Training

This card certifies that

MIAOLING XIAO

has completed the
On-Premise BASSET Alcohol Certification

John D. Conly.
CEO, American Safety Council

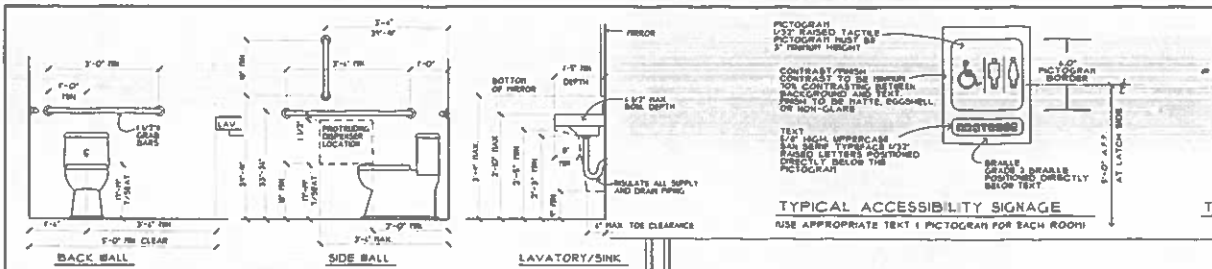
2/6/2024

Exp. Date.

M.L. X.

01-15-2024





ACCESSIBILITY DIAGRAMS

SCALE: 1/2" = 1'-0"

NOTE:

ALL LAV FANETS IN ACCESSIBLE TOILETS SHALL BE PUSH DOWN TRIED TYPE OPERATION
 FANET ACTIVATION FORCE SHALL NOT BE GREATER THAN 5 LBF
 GRAB BARS SHALL BE 1 1/2" O.D. AND MOUNTED SO AS TO WITHSTAND A LOAD OF AT LEAST 250 LBS APPLIED ANTWERE ALONG THE LENGTH OF THE GRAB BAR
 GRAB BARS SHALL HAVE A CLEAR SPACE OF 1 1/2" BETWEEN THE BALL AND BAR
 GRAB BARS SHALL NOT ROTATE

ALARM SYSTEM SCHEDULE

- ALARM STROBE LIGHT AND HORN
- ALARM STROBE LIGHT ONLY
- MANUAL PULL STATION AT 42" AFF

NOTE:

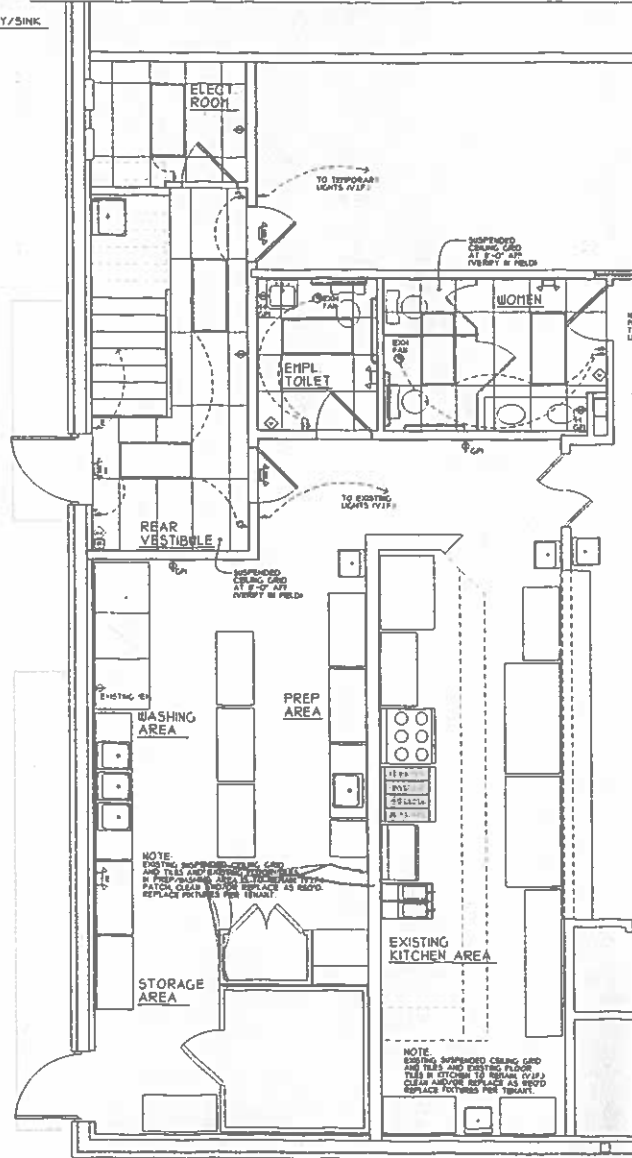
ALARM SYSTEM IS EXISTING
 REPLACE, RELOCATE OR PROVIDE NEW AS REQUIRED TO MEET CODE
 VERIFY WITH FIRE DEPARTMENT
 -ALARM PLAN BY OTHERS

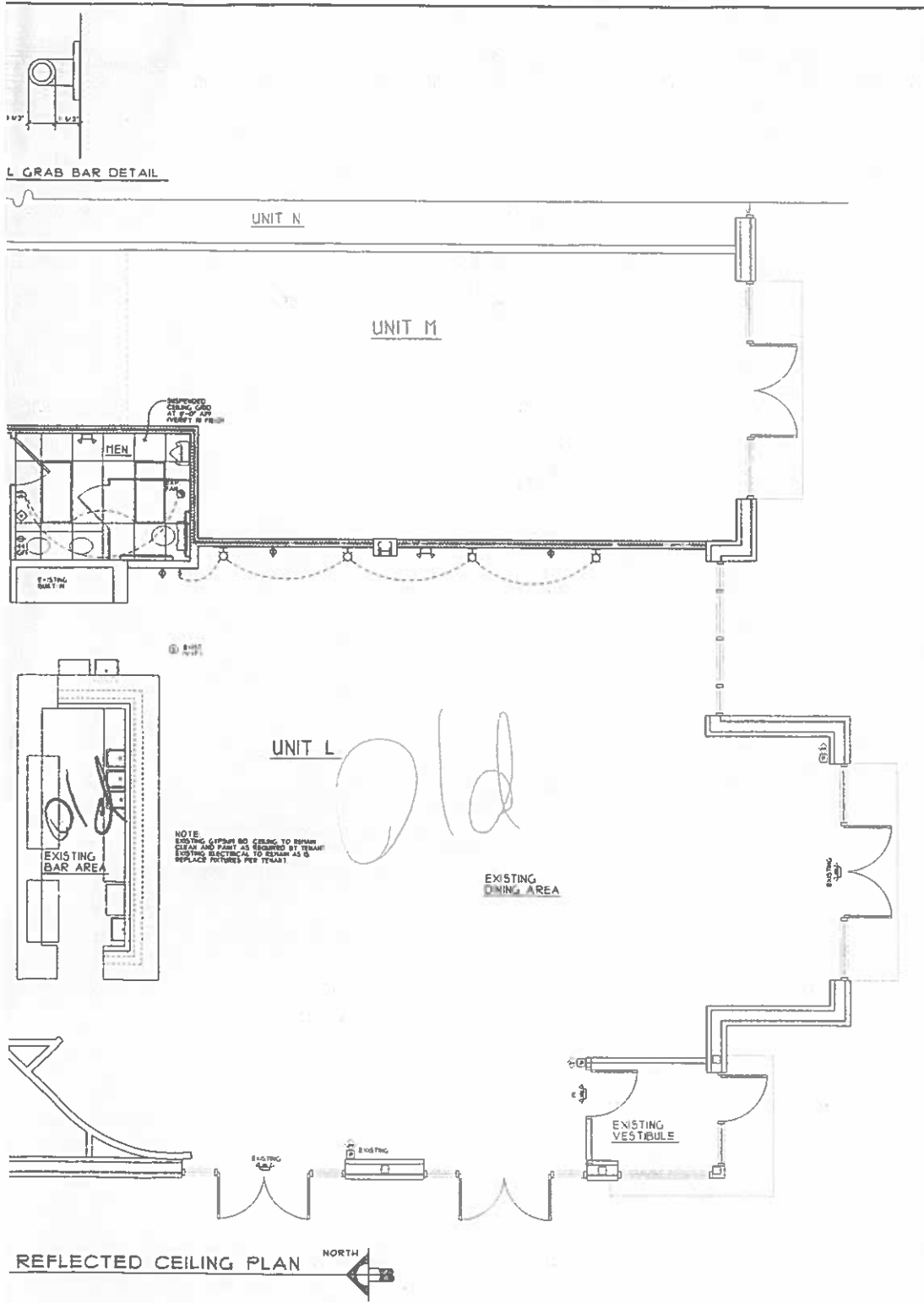
ELECTRICAL SCHEDULE

- COMBINATION EMERGENCY AND EXIT LIGHTING WITH 1 HOUR BATTERY BACKUP
- EMERGENCY LIGHTING BY 50 WATT BATTERY BACKUP
- 7 x 4' 4-LAMP SURFACE MOUNTED FLUORESCENT
- 7 x 2' SURFACE MTD FLUORESCENT
- 7 x 2' SURFACE MTD FLUORESCENT NIGHT LIGHT
- 7 x 4' SURFACE MTD FLUORESCENT NIGHT LIGHT
- SINGLE DEDICATED OUTLET
- OUTLET AT STANDARD HEIGHT
- OUTLET AT HEIGHT NOTED IN NOTES
- GROUND FAULT INTERRUPT OUTLET
- GROUND FAULT INTERRUPT - AS NOTED
- SWITCH - SINGLE POLE
- SWITCH - TRIPLE POLE
- CABLE HOOK-UP
- UNDER CABINET FLUORESCENT
- BALL MOUNTED INCANDESCENT
- INCANDESCENT
- SUSPENDED INCANDESCENT
- RECESSED INCANDESCENT - DOWN LIGHT
- RECESSED INCANDESCENT - BALL BUSH
- EXHAUST FAN BALL BUSH/BLAST FANS TO VENT DIRECTLY TO EXTERIOR BY METAL DUCTWORK
- DUAL PHONE BOX (GROUNDING IN BALL POSSIBLE EXPOSED CONDUIT AT CEILING)
- 80V INTERCONNECTED SMOKE DETECTOR BY W BATTERY BACKUP - CONNECT TO FIRE ALARM, VERIFY LOCATION
- EXISTING JUNCTION BOX BY CONDUIT TO TOP OF BALL
- IDENTIFIES EXISTING AT SPECIFIED ELECTRICAL ITEM

ELECTRICAL NOTES:

E.C. SHALL FOLLOW THE 2008 NEC AND ALL OTHER LOCAL CODES AND ORDINANCES
 E.C. TO OBTAIN ALL PERMITS, BONDS, AND LICENSES
 VERIFY ELECTRICAL SERVICE SIZE REQUIRED
 RECEPTACLES SHALL BE MOUNTED NO LESS THAN 6" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE
 SWITCHES SHALL BE MOUNTED NO MORE THAN 48" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE
 ALL EXHAUST FANS MUST VENT OUTSIDE THE BUILDING
 ELECTRICIAN TO COORDINATE WITH CEILING GRID LAYOUT
 ALL ELECTRICAL MUST BE INSTALLED WITH METALLIC CONDUIT
 LAY-IN FIXTURES MUST BE SUPPORTED FROM THE STRUCTURE AT OPPOSITE CORNERS
 VERIFY TYPE AND LOCATION OF ALL ELECTRICAL SWITCHES, RECEPTACLES, AND LIGHTING FIXTURES WITH G.C./TENANT





L GRAB BAR DETAIL

UNIT N

UNIT M

UNIT L

EXISTING BAR AREA

EXISTING DINING AREA

EXISTING VESTIBULE

NOTE: EXISTING GYPSONUM CEILING TO BE REPAIR, CLEAN AND PAINT AS REQUIRED BY TENANT. EXISTING ELECTRICAL TO REMAIN AS IS. REPLACE FIXTURES PER TENANT.

NOTE: EXISTING POWER OUTLETS AT EXTERIOR WALLS TO REMAIN. INSTALL NEW OUTLETS AS REQUIRED BY CODE AND PER TENANT.

REFLECTED CEILING PLAN

NORTH

MARSHALL ARCHITECTS

202 E. Main Street
 Suite 101
 St. Charles, Illinois 60154
 Phone: 314.381.1234

PROPOSED NEW BUILD-OUT FOR:
UNIT L&M-BLDG. TWO "WEST TOWNE MARKET"
 1890 WEST MAIN STREET, ST. CHARLES, ILLINOIS 60114
 JRD, INC. - BOB RASPUSSEN (302-443-4343)

Revisions:

Commission: 2281
 Issue Date: 3-4-2013
 Drawn By: CDZ
 ELECTRICAL AND REFLECTED CLG. PLAN & ACCESS DIAGRAMS

Sheet

3

of 3

PLOTTED: 3/4/2013

GENERAL NOTES

1. ALL CONTRACTORS SHALL VISIT THE SITE AND THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES WHICH MAY EXIST BETWEEN THE DRAWINGS AND JOB SITE CONDITIONS. FAILURE TO REPORT DISCREPANCIES SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES.
2. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, BONDS, LICENSES, ETC.
3. ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES, LATEST VERSIONS:
 - ST. CHARLES BUILDING CODE AMENDMENTS - TITLE 4
 - MINI ELEVATOR ACCESSIBILITY CODE
 - 2003 NFPA LIFE SAFETY CODE
 - 2003 INTERNATIONAL PROPERTY MAINTENANCE CODE
 - 2003 INTERNATIONAL BUILDING CODE
 - 2003 INTERNATIONAL MECHANICAL CODE
 - 2003 INTERNATIONAL FIRE GAS CODE
 - 2003 INTERNATIONAL ENERGY CODE
 - 2003 NATIONAL ELECTRICAL CODE
 - 2003 ILLINOIS PLUMBING CODE
4. NEW WORK AREAS NOT IN COMPLIANCE WITH THE CODES SHALL BE BROUGHT INTO COMPLIANCE.
5. ALL WORK SHALL BE PERFORMED IN A FIRST CLASS WORKMANLIKE MANNER. ALL WORK AND MATERIALS SHALL TEST OR EXCEED NATIONAL INDUSTRY STANDARDS AND WRITTEN PROJECT SPECIFICATIONS.
6. SUBCONTRACTORS SHALL SUBMIT SAMPLES, BROCHURE CUTS, AND SHOP DRAWINGS FOR REVIEW. ALL COLORS, FINISHES AND FINAL MATERIALS SHALL BE APPROVED BY THE OWNER.
7. INTERIOR WALL DIMENSIONS ARE FROM BALL FRAMING TO BALL FRAMING. DIMENSIONS DO NOT INCLUDE DETAIL.
8. CONFORM TO ALL DIMENSIONS INDICATED IN PREFERENCE TO SCALE DIMENSIONS FROM THE BLUEPRINT. DO NOT SCALE THE DRAWINGS.
9. CONSTRUCTION SHALL NOT INTERFERE WITH EXISTING TRAFFIC AND UTILITIES. CONTRACTOR SHALL COORDINATE ALL WORK AND CONSTRUCTION SCHEDULES WITH THE OWNER.
10. ALL STRUCTURAL CHANGES SHALL BE REVIEWED BY THE ARCHITECT PRIOR TO WORK COMMENCEMENT.
11. ALL WOOD PLATES SET ON CONCRETE TO BE PRESSURE TREATED.
12. PROVIDE RESTARTING MATERIAL AT ALL FURROWS, PARTITIONS AND OUTSIDE STUD WALLS AT A LEVEL OF EACH FLOOR OR CEILING AND AT JUNCTURE OF ROOM PARTITIONS AND WALL.
13. CONTRACTORS TO PROVIDE CONSTRUCTION BARRIERS/ FENCING AS REQUIRED TO PROTECT THE PUBLIC AND HAZARD SECURITY OF THE SITE.
14. PROVIDE 1/2" RFL VAPOR BARRIER UNDER FLOOR SLAB.

THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BASED ON ASSUMPTIONS THAT COULD NOT BE VERIFIED DUE TO THE FACT THAT THE RECORDING OF THE EXISTING BUILDING RECORDS SHALL BE IN ACCORDANCE WITH THE RECORDING ACTING. CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND MAKE ANY NECESSARY ADJUSTMENTS WITHOUT EXTENDING ADDITIONAL BIDS OF WORK OR DESTROYING OR DAMAGING ANY PART OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COSTS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COSTS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COSTS OF THE WORK.

NOTE
VERIFY ALL INTERIOR FINISHES WITH OWNER. INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E 84. INTERIOR FINISH MATERIALS SHALL BE GROUPED IN THE FOLLOWING CLASSES IN ACCORDANCE WITH THEIR FLAME SPREAD RATING AND SMOKE INDEXES:
CLASS A: FLAME SPREAD 0-25, SMOKE INDEX 0-150
CLASS B: FLAME SPREAD 26-75, SMOKE INDEX 0-150
CLASS C: FLAME SPREAD 76-200, SMOKE INDEX 0-450.

NOTE
KITCHEN AND BAR EQUIPMENT SHALL BE STAINLESS STEEL AND HAVE 1/2" CASTERS. ADJUST COUNTER TOP HEIGHTS AS REQUIRED (VERIFY IN FIELD).

NOTE
INSTALL PRP PANELS OVER GYP/PLASTER. DO AT ALL NEW AND EXIST KITCHEN, PREP, STORAGE AND WASHING AREA WALLS - TO MATCH EXISTING (VERIFY IN FIELD).

2015 ILL. ENERGY CONSERVATION CODE

1. A MINIMUM OF 15 PERCENT OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICIENCY LAMPS.
2. DESIGNER SHALL PROVIDE A PERMANENT ENERGY CERTIFICATE TO BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL.
3. PROVIDE A PROGRAMMABLE THERMOSTAT AS REQUIRED PER THE ENERGY CODE.
4. RECESSED LIGHTING FIXTURES INSTALLED IN THE BUILDING THERMAL ZONE SHALL BE SEALED TO LEAK AIR. SEALS ARE TO BE INSTALLED AT THE POINTS OF ENTRY AND EXIT. RECESSED LIGHTING FIXTURES SHALL BE SEALED TO LEAK AIR. SEALS ARE TO BE INSTALLED AT THE POINTS OF ENTRY AND EXIT. RECESSED LIGHTING FIXTURES SHALL BE SEALED TO LEAK AIR. SEALS ARE TO BE INSTALLED AT THE POINTS OF ENTRY AND EXIT.
5. 10% OF SWITCHES TO BE SENSORS. 10% ON STANDARD SWITCHES (VERIFY IN FIELD).

ELECTRICAL SYMBOL SCHEDULE

○	OUTLET AT STANDARD HEIGHT	○	BALL MOUNTED INCANDESCENT/LED
○	SINGLE DEDICATED OUTLET	○	SURFACE MOUNTED INCANDESCENT/LED BY PULL CHAIN
○	OUTLET AT HEIGHT NOTED IN NOTES	○	SURFACE MOUNTED INCANDESCENT/LED BY PULL CHAIN
○	GROUND FAULT INTERRUPT OUTLET	○	SURFACE MOUNTED PHOTOELECTRIC
○	NOV INTERCONNECTED SMOKE DETECTOR PROVIDE BY BATTERY BACKUP	○	SWITCH - SINGLE POLE
○	RECESSED INCANDESCENT/LED - DOWN LIGHT	○	SWITCH - TRIPLE POLE

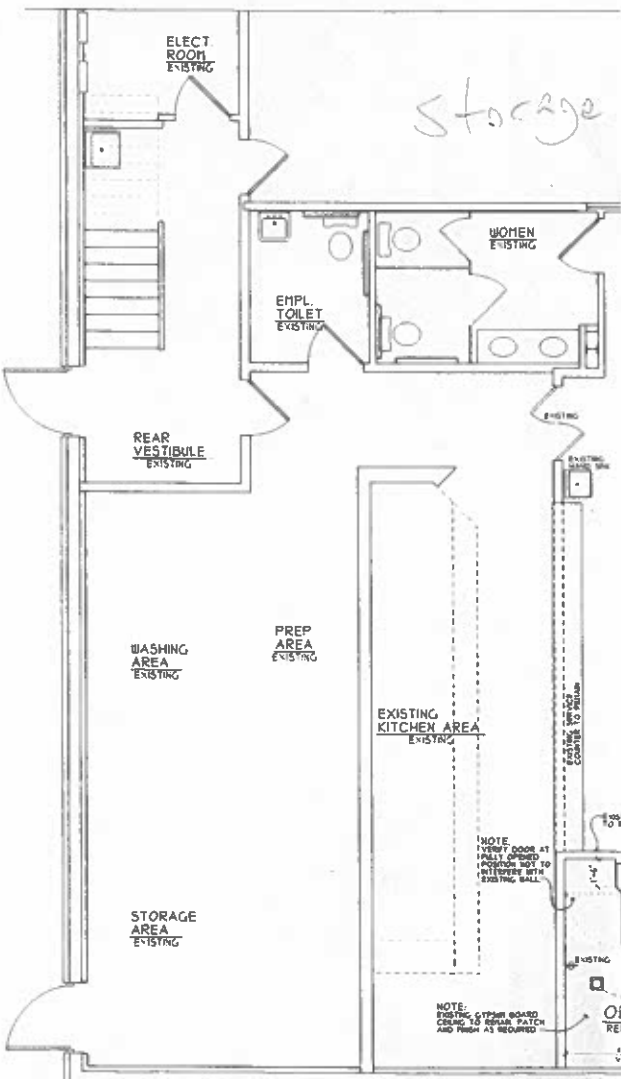
ELECTRICAL NOTES:
E.C. SHALL FOLLOW THE 2014 NEC AND ALL OTHER LOCAL CODES AND ORDINANCES. E.C. TO OBTAIN ALL PERMITS, BONDS, AND LICENSES.
VERIFY ELECTRICAL SERVICE SIZE REQUIRED. RECEPTACLES SHALL BE MOUNTED NO LESS THAN 4" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE.
SWITCHES SHALL BE MOUNTED NO MORE THAN 4" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE.
ALL EXHAUST FANS MUST VENT OUTSIDE THE BUILDING.
ALL ELECTRICAL MUST BE INSTALLED WITH METALLIC CONDUIT.
VERIFY TYPE AND LOCATION OF ALL EXISTING AND NEW ELECTRICAL SWITCHES, RECEPTACLES, AND LIGHTING FIXTURES INCLUDING PHONE, DATA, AND CABLE JACKS WITH G.C./TENANT.

NOTE:
ELECTRICAL CONTRACTOR TO PROVIDE POWER TO ALL BAR AND KITCHEN APPLIANCES PER MANUFACTURERS SPECIFICATIONS.

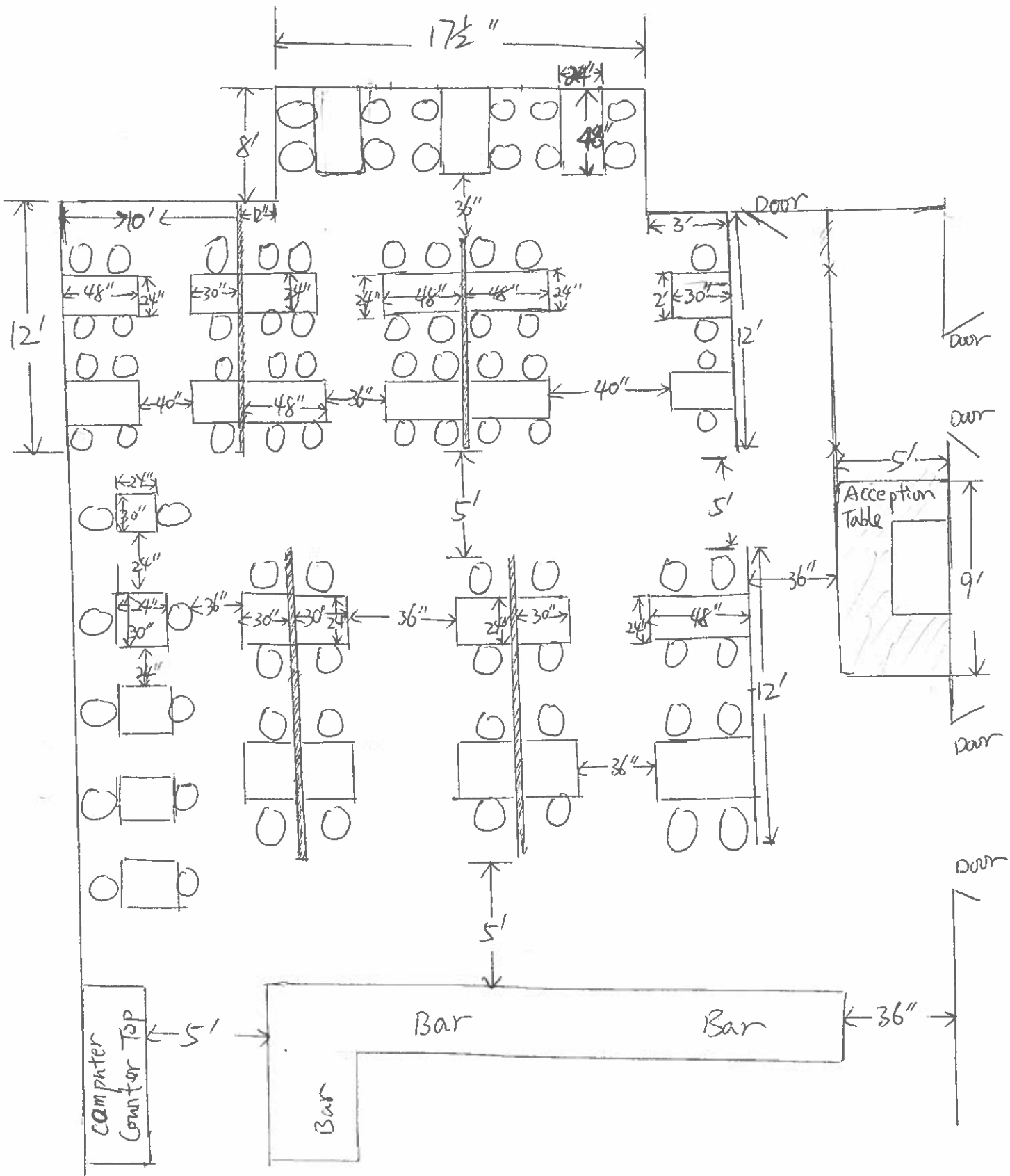
DOOR HARDWARE NOTE

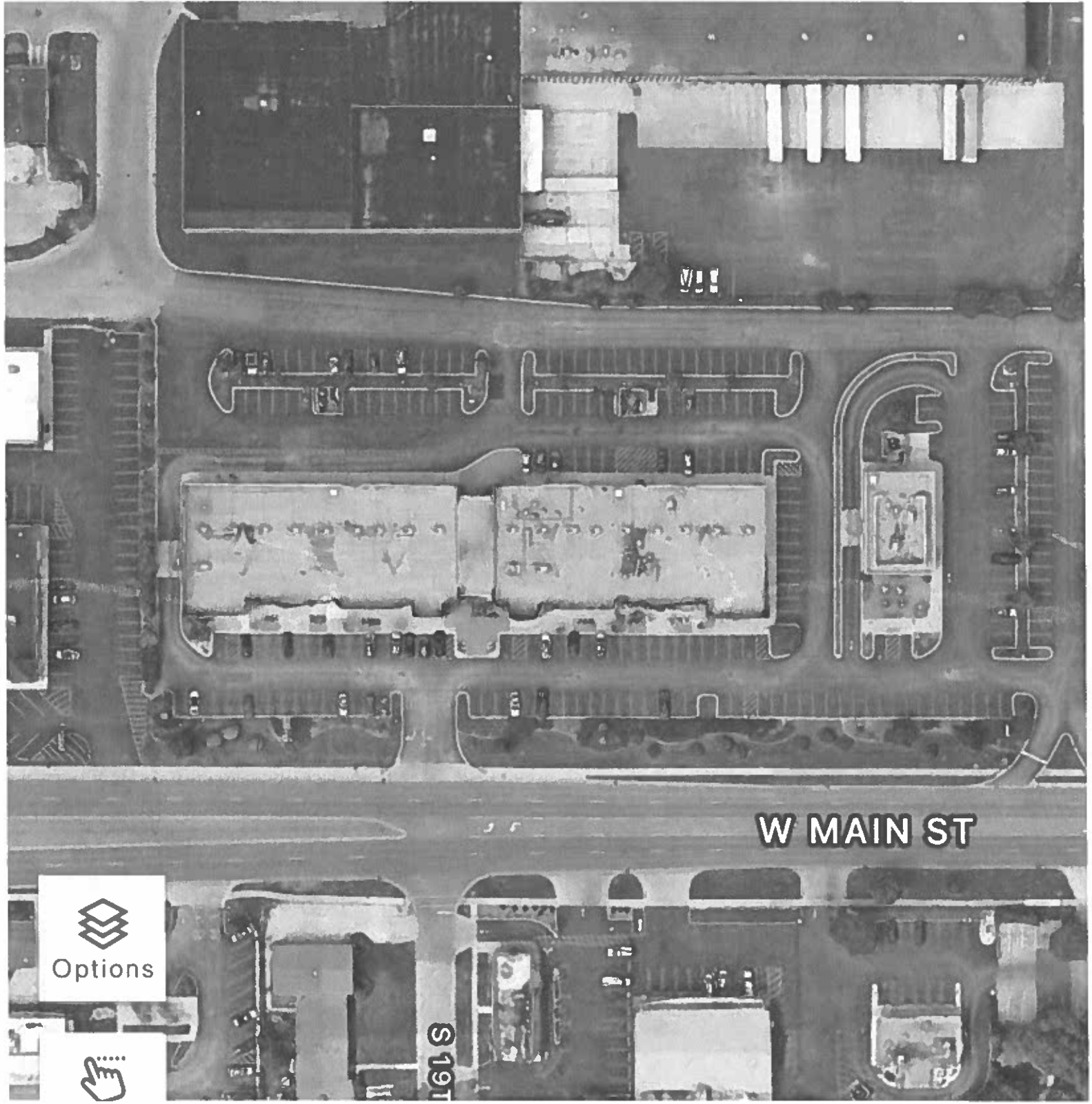
ALL HINGES SHALL BE RATED FOR HEAVY DUTY COMMERCIAL USE. ACCESSIBLE DOOR HARDWARE (CLOSERS, HANDLES, ETC.) SHALL MEET ADA AND ANSI REQUIREMENTS. (LEVER HANDLES)
ALL HARDWARE ON ACCESSIBLE DOORS (HANDLES, PULLS, LATCHES, LOCKS, ETC.) SHALL BE REACH TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT FINGERING, OR FORTING OF THE WRIST TO OPERATE.
POCKET DOOR HARDWARE SHALL BE EXPOSED AND USABLE ON BOTH SIDES WHEN DOOR IS FULLY OPEN.
THE MAXIMUM FORCE FOR PUSHING OR PULLING A DOOR SHALL BE:
EXTerior HINGED DOORS --- 15 LBS
Interior HINGED DOORS --- 5 LBS
SLIDING & FOLDING DOORS --- 5 LBS

SPRINKLER
SPRINKLER SYSTEM
EXISTING SYSTEM. LATEST CODES AND
SPRINKLER CONTRACT
CITY FOR REVIEW



FLOOR PLAN
SCALE 1/4" = 1'-0"





W MAIN ST

S 191


Options



Please help us maintain our reasonable prices by not wasting food from the restaurant. There can be an extra charge for \$1/pc. Thank you.

ALL YOU CAN EAT

Lunch	\$23.99	(Kid under 12)	\$16.99
Dinner	\$29.99	(Kid under 12)	\$21.99
Sunday	\$29.99		

SUSHI LUNCH SPECIAL

Lunch: 11AM-3PM

(w. miso soup and salad) (Choose From Maki Roll)

2 Roll	\$12.99	/	3 Roll	\$16.99
--------	---------	---	--------	---------

BENTO BOX

(w. miso soup and salad)

(Not included w. all you can eat menu)

Vegetable	\$12.99	Shrimp	\$16.99
Chicken	\$13.99	Steak	\$16.99

POKE BOWL

Not included in *ALL YOU CAN EAT MENU*

(w. sushi rice & lettuce, avocado, seaweed salad, cucumber, edamame, masago, crab stick, ginger)

Sauce Choice:

Ponzu, Eel Sauce, Spicy Mayo, Sweet Wasabi, Ginger Dressing

Salmon / Spicy Salmon	\$13.99
Tuna / Spicy Tuna	\$13.99
Shrimp	\$12.99
Chicken / Spicy Chicken	\$11.99

SUSHI DINNER SPECIAL

(w. miso soup and salad)

(Not included w. all you can eat menu)

Sd1. Sushi Deluxe	\$29.95
10 Pieces of Sushi and California Roll (Chef's Choice)	
Sd2. Sashimi Deluxe	\$32.95
16 Pieces of Sashimi (Chef's Choice) with white rice on side	
Sd3. Sushi & Sashimi Combo	\$32.95
6 Pieces Sushi, 8 Pieces Sashimi, 6 Pieces California Roll	

HIBACHI ENTREES

(w. miso soup and salad)

(Not included w. all you can eat menu)

	Dinner	Lunch
H1. Vegetable	\$19.95	\$9.99
H2. Chicken	\$23.95	\$11.99
H3. Steak	\$26.95	\$12.99
H4. Shrimp	\$26.95	\$12.99
H5. Combination	\$29.95	
Chicken/Steak/Shrimp		

SUSHI U

DRINK

BEVERAGE

Coke, Diet Coke, Sprite	\$1.75	Apple Juice	\$2.75
Lemonade	\$1.75	Ramune Soda	\$4.25
Hot Tea	\$2.00	Thai tea	\$4.95
Orange Juice	\$2.75	Sparkling Water	\$4.99

BEER

	S	L
Miller Lite, Coors	\$4.00	
Stella Artois, Corona	\$5.00	
Blue Moon, Modelo	\$5.00	
Sapporo	\$5.00	\$8.00

WINE

WHITE (Light Bodied)

\$8.00/Glass \$28.00/Bottle

- W1. Mezzacorona Pinot Grigio / Trention, Italy
- W2. CK Mondari Sauvignon Blanc / California
- W3. Mezzacorona Moscato / Trention, Italy

REDS (Light Bodied)

\$8.00/Glass \$28.00/Bottle

- Rw1. Seaglass, Pinot Noir / Santa Barbara, California
- Rw2. Robert Mondavi Private Selection Cabernet Sauvignon / Central Cosat, California
- Rw3. Plum Wine

SAKE COCKTAILS

Sc1. Prickly Pear Sake Rita	\$10.95
<i>Hiro Junmal sake red, prickly pear syrup and lime Juice. Shaken and served on the rocks with a salt rim. Delight twist on the traditional margarita</i>	
Sc2. Sake Sunrise	\$10.95
<i>Hiro Junmal sake red, fresh orange juice and grenadine, crisp and refreshing</i>	
Sc3. Sake Mule	\$10.95
<i>Hiro Junmal sake red, ginger beer and lime. Everyone's favorite cocktail with a Japanese twist</i>	
Sc4. Hot Sake	\$5.00 \$8.00
Sc5. Nigori (Bottle)	\$17.95 \$27.95

APPETIZERS, SOUP, SALADS, & DESSERT



Miso Soup
\$2.95



Gyoza
\$6.95 (6pcs)



Spring Roll
\$3.95 (2pcs)



Crab Rangoon
\$4.95 (2pcs)



Shumai
\$6.95 (6pcs)



Swaweed Salad
\$5.00



Edamame
\$5.00



House Salad
\$3.75



Ika Salad
\$7.25



Veg. Tempura
\$6.95 (6pcs)



Chicken Nuggets
\$4.95 (6pcs)



Cucumber Salad
\$4.95



Sweet Corn Nuggets
\$4.95 (8pcs)



Fried Scallop
\$6.95 (6pcs)



Coconut Shrimp
\$8.95 (6pcs)



Sesame Ball
\$4.95 (4pcs)



Takoyaki
\$6.95 (4pcs)



Onion Rings
\$5.55 (6pcs)



Deep Fried Mini Suns
\$4.99 (4pcs)



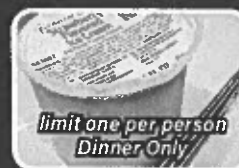
Sashimi Salad
\$8.95
Dinner Only



Jalapeno Tuna
\$8.95 (4pcs)
Dinner Only



Spicy Mussels
\$4.95 (3pcs)
Dinner Only



Ice Cream
\$3.00
*limit one per person
Dinner Only*



Oreo Tempura
\$5.00
Dinner Only

SUSHI (1 pc/order)

S1. Tuna	\$3.50	S6. Salmon	\$3.50	S11. Squid	\$3.25
S2. White Tuna	\$3.50	S7. Tofu	\$2.75	S12. Imitation Crab	\$3.00
S3. Shrimp	\$3.25	S8. Avocado	\$2.75	S13. Fresh Water Eel	\$3.50
S4. Red Snapper	\$3.50	S9. Egg Cake	\$2.75	S14. Flying Fish Egg	\$3.00
S5. Yellowtail	\$3.50	S10. Octopus	\$3.25		

SASHIMI (2 pc/order) (Not include with All You Can Eat)

S1. Tuna	\$5.00	S6. Salmon	\$5.00	S11. Squid	\$4.75
S2. White Tuna	\$5.00	S7. Tofu	\$4.25	S12. Imitation Crab	\$4.50
S3. Shrimp	\$4.75	S8. Avocado	\$4.25	S13. Fresh Water Eel	\$5.00
S4. Red Snapper	\$5.00	S9. Egg Cake	\$4.25	S14. Flying Fish Egg	\$4.50
S5. Yellowtail	\$5.00	S10. Octopus	\$4.75		

PARTY TRAY

P1. Any 4 Special Roll & 5 Maki Roll	\$85.00
P2. Any 3 Special Roll & 6 Maki Roll	\$75.00

DESSERT

(Not include with All You Can Eat)

D1. Macaron (2pcs)	\$5.00
D2. Mochi Ice Cream (2pcs)	\$5.00
D3. Mille Crepe Cake (1pc)	\$5.99
D4. Oreo Tempura (6pcs)	\$5.00
D5. Chocolate cake (1pc)	\$5.00
D6. Banana Tempura (6pcs)	\$5.00

SIDE ORDER

(Not include with All You Can Eat)

O1. Fried Rice	\$6.95
O2. White Rice	\$2.95
O3. Udon Noodle	\$7.95
O4. Add Meat	\$4.00

RAMEN NOODLES SOUP

(Not include with All You Can Eat)

R1. Roast Pork	\$15.00
R2. Chicken	\$15.00
R3. Shrimp	\$15.00
R4. Beef	\$15.00



INDICATES RAW
INDICATES SPICY

- Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. Contact your public health official or physician for additional

CHEL'S SPECIAL ROLLS



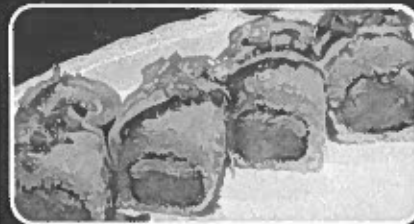
1. **Lover Roll** (8pcs) 🍣 \$14.45
Shrimp tempura, cream cheese inside spicy Salmon, eel sauce spicy mayo sauce on top.



2. **Green Dragon** (8pcs) 🍣 \$14.45
Shrimp tempura, eel, cucumber inside, avocado on top with eel sauce.



3. **Crystal Lake Roll** (8pcs) 🍣 \$14.95
Crab stick, avocado inside, top with white tuna, tobiko and ponzu sauce.



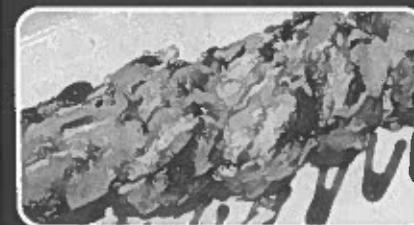
4. **Volcano Roll** (8pcs) 🍣 \$14.75
Spicy tuna, avocado inside, spice crabmeat and eel sauce, spicy mayo, green onion on top.



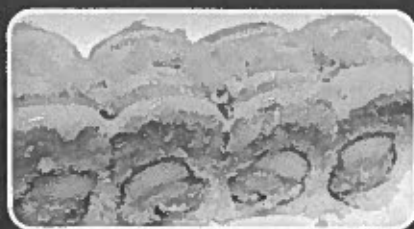
5. **Angel Hair** 🍣 \$14.45
Shrimp tempura and apple inside, topped with crab stick and mango sauce, eel sauce and spicy mayo sauce.



6. **Spider** 🍣 \$12.95
Soft shell crab, cucumber, avocado wrapped with seaweed outside, topped with eel sauce and spicy mayo.



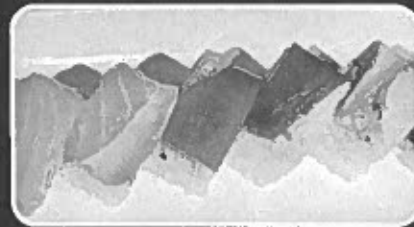
7. **Godzilla** 🍣 \$15.95
Fish, crab, lobster salad and asparagus inside, deep fried, topped with eel sauce, spicy mayo and wasabi sauce.



8. **Forbidden** 🍣
Tempura shrimp topped with spicy mayo crunch, spicy mayo.



9. **Dragon**
Shrimp tempura topped with avocado sauce.



10. **Rainbow** 🍣
California roll topped with different fish and sauce.



11. **Fuji Mountain**
Shrimp tempura, meat, avocado spicy mayo on top.



12. **Crazy Tuna** 🍣
Spicy tuna, crunch with pepper tuna sauce and tobiko.



13. **Spicy Crispy** 🍣
Cucumber, crunch, tobiko inside. Topped with cilantro and ponzu sauce.



14. **Mexico Fire** 🍣
Shrimp tempura inside, fry jalapeno sauce.



15. **Tiger** 🍣
Crab stick and eel with eel sauce topped with mango sauce.



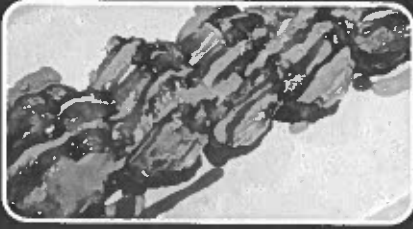
\$14.45

stick inside,
a mixed with
and tobiko.



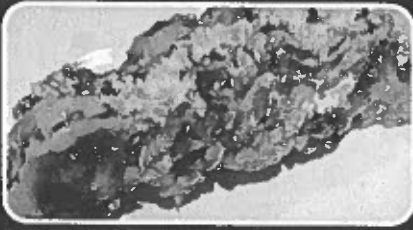
\$14.45

umber inside,
eel and eel



\$13.75

with three
ado.



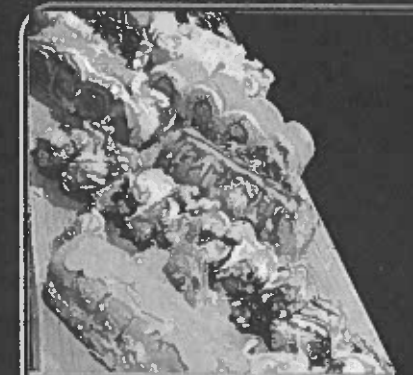
\$14.75

se, spicy crab-
eel sauce and



\$14.75

ide, topped
cado, wasabi



INDICATES RAW
INDICATES SPICY

Consuming raw or undercooked meats,
poultry, seafood, shellfish or eggs may
increase your risk of food borne illness,
especially if you have certain medical
conditions. Contact your public health
official or physician for additional
information.

\$14.75

ream cheese
top, with eel

\$14.75

inside. Topped
and seared
wasabi mayo and

16. American Dream 🍣 \$14.75

Tuna salmon, yellow tail, cucumber
inside top with avocado, eel sauce
and spicy mayo.

17. Yummy Yummy 🍣 \$14.75

Spicy tuna crunch inside, tuna,
salmon, white tuna on top, with spicy
mayo & crunch.

18. Super Crunch 🍣 \$15.75

Fish, crab sticks, cream cheese and
avocado inside, deep fired, topped
with eel sauce and spicy mayo.

19. Rock and Roll 🍣 \$15.75

Fish, eel, avocado jalapeno, cream
cheese inside, deep fried, topped with
eel sauce, spicy mayo and crunch.

20. Sunny 🍣 \$14.75

Lobster salad and asparagus, topped
with crab stick and spicy mayo.



MAKI ROLL

1. California 🍣 \$7.00
Avocado, cucumber, crab stick
2. Tekka 🍣 \$6.50
Tuna wrapped with seaweed outside
3. Spicy Tuna 🍣 \$7.00
Tuna mixed with spicy mayo and
crunch
4. Tuna Avocado 🍣 \$7.00
Tuna and avocado inside
5. Salmon 🍣 \$6.50
Salmon wrapped w. seaweed outside
6. Spicy Salmon 🍣 \$7.00
Fresh salmon mixed w. spicy mayo &
crunch
7. Salmon Avocado 🍣 \$7.00
Salmon and avocado inside
8. Philadelphia 🍣 \$8.00
Smoke salmon, avocado and cream
cheese
9. Boston 🍣 \$7.00
Avocado, cooked shrimp and mayo
10. Spicy Yellowtail 🍣 \$7.50
Fresh yellowtail mixed w. spicy mayo
and crunch
11. Eel Cucumber 🍣 \$8.25
Eel cucumber inside, topped w. sauce
12. Eel Avocado 🍣 \$8.25
Eel and avocado inside topped w.
sauce
13. Chicken Tempura 🍣 \$8.50
Chicken tempura, cucumber, avoca-
do, spicy mayo, crunch on the top w.
eel sauce
14. Shrimp Tempura 🍣 \$9.00
Shrimp tempura, cucumber &
avocado inside, topped with eel
sauce
15. Yellowtail Roll 🍣 \$7.50

VEG. ROLL

- V1. Asparagus 🍣 \$4.50
Asparagus wrapped with seaweed
outside.
- V2. Kappa 🍣 \$4.50
Cucumber wrapped with seaweed
outside
- V3. Avocado 🍣 \$4.50
Avocado wrapped with seaweed
outside
- V4. AAC 🍣 \$6.00
Asparagus, cucumber and avocado
- V5. Sweet Potato 🍣 \$6.00
Sweet potato tempura with eel sauce
- V6. Avocado Cucumber Roll 🍣 \$4.50

ACKNOWLEDGEMENT OF ALCOHOL TAX

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

Name Guan Y zheng

Title prpseident

Business Name HQ ~~Remodeling~~ INC (D.B.A Domo Sushi)

Address 1890 w. main ST.
ST. charles . IL 60174

Guan Y zheng
Signature

01-15-2024
Date

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

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

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

BUSINESS CONTACT INFORMATION

Corporate name: *HA Remolding INC*
DBA: *Domo sushi*
Phone: *312-532-5528* Fax: _____ E-mail: *Godssk'id@gmail.com*
Address: *1890 W. main ST.
ST. Charles IL 60174*
City: _____ State: _____ ZIP Code: _____

Expected date of business opening (Required): *Business open February
Liquor service on April 1th*

TAX PREPARER INFORMATION

Name of Tax Preparer: *N/A*
Phone: _____ Fax: _____ E-mail: _____

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

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX X1X6 8551 6246#
HQ REMODELING INC.
DOMO SUSHI
157 WINCHESTER DR
STREAMWOOD IL 60107-1386

January 12, 2024



Letter ID: CNXXX1X685516246

Account ID: 4435-7826

We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

Enclosure(s)

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

Illinois Business Authorization



HQ REMODELING INC.

DBA: DOMO SUSHI

**1890 W MAIN ST
SAINT CHARLES IL 60174-1634**

Loc. Code: 045-0022-9-001

**St. Charles (Kane)
Kane County**

Certificate of Registration

Expiration Date:
02/01/2025

Sales and use taxes and fees

(4435-7826)



Director

Issued Date: **01/12/2024**

OFFICIAL DOCUMENT