 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 4</b>
	Title:	Recommendation to approve a Proposal for an A-6 Liquor License Application for Thornton’s Gas Station, Located at 2520 E. Main St., St. Charles	
	Presenter:	<b>Police Chief Keegan</b>	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> February 20, 2024	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Thornton’s Gas Station, located at 2520 E. Main Street, is requesting approval of an A-6 liquor license application for their business.</p>			
<b>Attachments</b> (please list):			
Liquor License			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a proposal for an A-6 Liquor License application for Thornton’s Gas Station located at 2520 E. Main St., St. Charles.			



# Memo

Date: 1/31/2024

To: Mayor Lora Vitek-Liquor Commissioner

From: James Keegan, Chief of Police

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

Re: Background Investigation-Thornton's Gas Station/2520 E. Main Street (Class A-6)

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

The site location/floor plans and the corresponding application materials were reviewed by my staff. We also reviewed their business plan. This site is still under construction and replaces the previous BP Gas Station and the old Corfu site but a local manager has already been selected and vetted. We found nothing of a derogatory nature that would preclude the applicant and location from moving forward with alcohol sales, subject to City Council approval.

Thank you in advance for your consideration in this matter.

# LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Lisa Blalock / Damon Culbertson / Tatiana Booth

BUSINESS: Thornton's BP #359

ADDRESS: 2520 E. Main St

	REQUESTED	COMPLETED
APPLICATION	_____	1/5/2024
BUSINESS PLAN/FLOOR PLAN/MENU	_____	1/5/2024
LEASE (OR LETTER OF INTENT)	_____	1/5/2024
BASSET CERTIFICATE(S)	_____	1/5/2024
FINGERPRINTS ( <u>ALL</u> MANAGERS)	_____	1/19/2024
DRAM SHOP (CERTIFICATE OF INSURANCE)	_____	1/5/2024
TLO	_____	1/24/2024
I-CLEAR	_____	1/24/2024
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	_____	DNA
POLICE RECORDS CHECK	_____	1/24/2024
APPLICANT'S HOMETOWN RESIDENCY LETTER	_____	DNA
ILLINOIS LIQUOR COMMISSION	_____	1/23/2024
SITE VISIT	_____	123/2024

\* COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

INVESTIGATOR ASSIGNED: Cmdr. Drew Lamela #340

SUPERVISOR REVIEW: *E. Mijer* # 317



# Memo

Date: 1/26/2024  
To: Chief Keegan #300 (via Chain of Command)  
From: Commander Lamela #340 ~~#340~~  
Re: Liquor License Background / Thornton's BP

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The purpose of this memo is to document the background investigation of Thornton's BP (Thornton's #359) pursuant to its application for a Class A-6 liquor license. A Class A-6 license shall authorize the retail sale of alcoholic liquors in original packages only, and not for consumption on the premises, in convenience stores or gas stations containing convenience stores where the retail sale of packaged alcoholic liquor is secondary to the sale of gasoline products and/or miscellaneous convenience store items and the square footage devoted to the retail sale of alcoholic liquor is ten percent (10%) or less of the gross square footage. Thornton's BP will be located at 2520 E. Main St., in St. Charles, Illinois.

## **Management Company**

Thornton's LLC  
2600 James Thornton Way  
Louisville, Kentucky 40245  
502-425-8022

## **Applicant**

Lisa Blalock (President)  
Thornton's LLC  
2600 James Thornton Way  
Louisville, Kentucky 40245  
502-425-8022

## **On-Site Manager**

Damon M. Culbertson  
(dob) 10/07/1985  
5 Hickory Road  
Oakwood Hills, Illinois 60013  
912-980-3891

## **Application**

The application was received on 01/05/2024. The application is complete to include a signed lease, a business plan, floor plan and a quote for Certificate of Insurance (dram shop). Lisa Blalock is listed as the applicant and President of Thornton's BP, which has Damon Culbertson listed as the on-site manager. The Illinois Liquor Control Commission listed their current state license as active. Thornton's, LLC has an active status via the Illinois Secretary of State website. A copy of the lease agreement was included with the application. The property is being leased through KFP Family Associates out of Geneva, Illinois. The agreement is a 15-year lease with a 6-year option. The application also lists Christopher DeRosa as a manager for the business. I spoke with Christopher who stated that he is the Regional Manager and that he would not be working out of this location, therefore, Christopher will not be included in this background investigation. Christopher advised that Tatiana Booth would be the on-site assistant manager at the St. Charles location.

The Thornton's BP will be located 2520 E. Main Street and will sell packaged liquor (like other convenience stores) for offsite consumption. This will be in addition to their full-service gas station and convenience store.

### **On-Site Manager:**

Damon M. Culbertson  
5 Hickory Road  
Oakwood Hills, Illinois 60013

On 01/23/2024, I met with Damon at the St. Charles Police Department where he signed a waiver form to allow me to conduct his background investigation. Damon resides at 5 Hickory Road in Oakwood Hills, Illinois and has resided at this residence for 8 years. Damon has been employed with Thornton's BP for 6 years as a manager. Damon stated that he currently floats from location to location to cover the managerial position until an on-site manager has been named for the location. Damon stated that he has been the on-site manager of Thornton's BP, located at 800 Northwest Hwy, in Cary, Illinois for the past 6 months. Damon stated that once the St. Charles Location is operational, he will be the full-time on-site manager at that location.

A check with the Oakwood Hills Police Department revealed nothing that would prohibit Damon from his capacity as store manager.

A search of ICLEAR showed no contacts for Damon.

A search of our department's New World system and Kane County Aegis Link shows no contacts with Damon.

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

A check of the McHenry County Circuit Clerk's Office revealed the following:

Petitioner for Order of Protection: 2015OP729

2019OP070

Lake in the Hills: Criminal Damage to Property – 2015CM1902 – Case Closed – 2016

Crystal Lake: 2004TR47717 – Traffic Offense

2004TR0890 – Traffic Offense

Cary PD does not have any contacts with Damon while acting as manager of the Thornton's BP that would prohibit him from performing his duties at the St. Charles location.

Damon has a current BASSET certification. Damon's fingerprints were submitted to the FBI and Illinois Bureau of Identification; there was no record of any arrests.

**Assistant Manager**

Tatiana Booth

11/27/1992

1772 Howe Lane

Hanover Park, Illinois 60133

708-244-8099

On 01/24/2024, I met with Tatiana at the St. Charles Police Department where she signed a waiver form to allow me to conduct her background investigation. Tatiana currently resides at the above address and has resided there for approximately one month. Prior to residing at this address, Tatiana resided at 192 Quincy Street Apt. #2 in Riverside, Illinois for approximately 4 years. Prior to residing in Riverside, Illinois, Tatiana resided at 409 S. 14<sup>th</sup> Avenue in Maywood, Illinois. Tatiana stated that she has been employed with Thornton's BP for approximately 3 weeks and is currently being trained as a store manager. Tatiana stated that she is currently being trained at the Thornton's BP located at 823 W. Lake Street in Hanover Park, Illinois. Tatiana stated that she will be working at this location until the St. Charles location becomes operational. Tatiana stated that at this time, she is not Basset certified, however, Thornton's BP will have her complete the Basset certification during her training period. Tatiana stated that she would provide the city of St. Charles with a copy of her Basset certification once she completes the course.

A check with the Hanover Park Police Department revealed nothing that would prohibit Tatiana from his capacity as store manager.

A search of ICLEAR showed one traffic contact on 02/22/2027 for Tatiana.

A search of our department's New World system and Kane County Aegis Link shows no contacts with Tatiana.

A check of the Kane County Clerk's Office, Cook County Clerk's Office and the TLOxp database revealed nothing that would prohibit Tatiana from performing her duties.

DuPage County Clerk's Office shows one contact out of Glen Ellyn PD for a traffic violation: 01/16/2023 – 2023TR2183 – Closed

Maywood Police Department does not have any contacts with Tatiana that would prohibit her from performing her duties at the St. Charles location.

The Hanover Park Police Department has not responded to my request as of this date. Should they respond, I will forward any information reference negative contacts with Tatiana in an addendum.

The Riverside Police Department does not have any negative contacts with Tatiana that would prohibit her from performing her duties at the St. Charles location.

02/23/2023 – Traffic Contact – Operating Vehicle while Registration is Suspended

07/15/2023 – Traffic Contact – Warning Citation

### Site Visit

On 01/22/2024, while meeting with Damon, he advised that construction is still underway with Thornton's BP. Damon stated that due to the recent bad weather, construction has been suspended and the anticipated date to open the business has been pushed back. Damon stated that he believes that Thornton's BP will be fully operational by 04/15/2024. Thornton's BP will operate seven days per week, 24 hours per day. The gas station will also operate as a convenience store and fresh bakery goods, fresh food (packaged hamburgers, sandwiches, hotdogs, pizza, deli sandwiches, etc.) Thornton's BP will also sell packaged alcohol. Damon stated that they plan on selling alcohol on the date Thornton's BP is fully operational.

On 01/23/2024, I went to the area of where Thornton's BP will be located. I visually confirmed that the site is still under construction and that the actual structure has not been built. There is a large fence that surrounds the construction site. For further information, see attached site plan and business layout.

This concludes this background investigation.

Commander Drew Lamela #340

 #340



**THORNTONS**

bp

ampm.



From the desk of: Joy Criss, Tax & Licensing Manager

Date: 1/5/2024

Enclosed are the following Documents for our new location : Thorntons #359-2520 East Main Street

Check for \$200 Applciation Fee

Liquor Application

Copy of Lease

Copy of Dram Insurance

2 Basset Certificates

Copy of Site Plan

Copy of Floor Plan

Business Plan

Alcohol Tax Acknowledgement & Business Information Sheet

List of all Thorntons issued Liquor Licenses

Tobacco Application

Check for \$50.00 Tobacco Fee

I can be reached at: [joy.criss@bp.com](mailto:joy.criss@bp.com) or 502-572-1217

Thank You,

Joy Criss

Indirect Tax & Licensing Manager



# Receipt

Date: January 11, 2024

Payment Method	Check No.	Received From
Checks (2)	0836075 & 0836077	Thorntons LLC

Notes:

Check #0836075 is an application fee for a Class A liquor license for the Thorntons #359, 2520 E Main St.

Check #0836077 is a cigarette/tobacco license application fee for the same location.

Qty	Cost	Description	Account Code	Fee
1	\$200.00	Liquor License Class A - Packaged	100999-42100	\$ 200.00
		Liquor License Class B - Restaurants	100999-42101	\$ -
		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	\$ -
1.00	\$50.00	Cigarette	100999-42230	\$ 50.00
		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	\$ -
<b>Total</b>				<b>\$ 250.00</b>

Thank you for your business!

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

*Sent check to  
FI for deposit  
1/11/24  
sh*

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 *Thorntons #359*

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

\_\_\_\_\_  
Signature of Investigating Officer

\_\_\_\_\_  
Badge Number & Rank

Approval Recommended\*       Approval NOT Recommended

\_\_\_\_\_  
Signature of Chief of Police

\_\_\_\_\_  
Date

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

Date Application Received: \_\_\_\_\_

**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): LLC

2. Business Name: Thorntons #359

3. Business Address: 2520 EAST MAIN STREET ST. CHARLES IL 60174

4. Type of Business (5.08.070-3): <u>Fuel and convenience</u>	5. Length of Time in this Business (5.08.070-4): <u>52 years</u>	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): <u>\$ 150 - 250 K</u>	
7. Business Phone: <u>(502) 425-8022</u>	8. Business E-mail: <u>licenses@mythorntons.com</u>	9. Business Website: <u>www.mythorntons.com</u>	10. Illinois Tax ID Number: <u>0198-7424</u>
11. Applicant/Contact Person Name: <u>LISA BLALOCK</u>		12. Title: <u>PRESIDENT</u>	13. Email: <u>LISA.BLALOCK@BP.COM</u>

18. If Corporation, Corporation Name: Thorntons LLC

19. Corporation Address (city, state, zip code): 2600 James Thornton Way Louisville Ky 40245

**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: <i>2520 EAST MAIN ST.</i>	2. # Parking Spaces: <i>21</i>	3. Outside Dining s.f. [17.20.020-R]: <i>N/A</i>	4. Total Building s.f.:
5. Total # Seats: <i>0/N/A</i>	6. Live Entertainment Area s.f. [5.08.010-H]: <i>N/A</i>		
7. Brief Business Plan description based on type of establishment listed above [5.08.070-6]: <i>Fuel and convenience store with off site consumption only</i>			

**PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**

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

- Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following:
  - The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
  - 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);
  - The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.
- The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license.
- A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
- It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

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

CORPORATION / PREMISES QUESTIONS

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)?  Yes  No

1. Is any individual a naturalized citizen?  Yes  No  
 If yes, print name(s), date(s), and place(s) of naturalization:

2. Is the premises owned or leased (5.08.070-6A)?  Owned  Leased *Ground lease only (Attached)*

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

Name of Building Owner: *Thorntons LLC* Phone Number: *(502) 425-8022*  
 Address of Building Owner: *2400 James Thornton Way* E-mail Address:  
*Louisville KY 40245* *licenses@mythorntons.com*  
 Mailing Address of Building Owner (if different):

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

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

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

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

6. Are any improvements planned for the building and/or site that will require a building permit?  Yes  No  
 If yes, has a building permit been applied for?  Yes  No Date of permit application *4/2023*

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

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
9.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit: <i>see attachment</i> Location, City/State:</p> <p>Date: Special Explanations:</p> <p>Government Unit: Location, City/State:</p> <p>Date: Special Explanations:</p>	
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>	
11.	<p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: Name of Business:</p> <p>Position with the Business: Date(s) of Denial:</p> <p>Reason(s) for Denial of License:</p>	
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <i>DB 10/71</i></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):</p>	
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

14.	All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12). Has this been done? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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): Chris DeRosa Birthdate:

Home Street Address, Incl City, State, Zip:

Date of Course: 11/22/22 Place Course was Taken: online 360 training Certificate Granted? Y/N Expiration: 11/22/25

Name (First, Middle, Last): Damon C. Liberton Birthdate:

Home Street Address, Incl City, State, Zip:

Date of Course: 11/7/2021 Place Course was Taken: 360 training online Certificate Granted? Y/N Expiration: 11/07/2024

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:

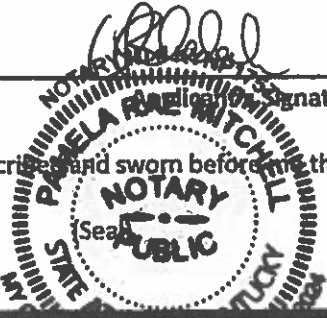
Date of Course: Place Course was Taken: Certificate Granted? Y/N Expiration:

**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**



<b>Business Name:</b>	
<b>SIGNATURES</b>	
 <p style="text-align: center;">Signature</p>	<p>Subscribed and sworn before me this <u>2</u> day of <u>January</u>, 20<u>24</u></p> <p style="text-align: center;"><i>Pamela Mitchell</i> Notary Public</p>
<b>ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION</b>	
<b>City of St. Charles, Missouri, Police Department</b>	
<b>Date:</b>	<b>Name of Applicant:</b>
<b>Name of Business:</b>	
<b>Address of Business:</b>	<b>Ward Number:</b>
Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.06, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:	
1.	Date on which applicant will begin selling retail alcoholic liquors at this location:
2.	Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p>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?      <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><b>If yes, answer a, b and c:</b></p> <p>a. State the kind of such business:</p> <p>b. Give date on which applicant began the kind of business named at this location:</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes   <input type="checkbox"/> No</p>
4.	<p>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?      <input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>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?      <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>

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>	

**GROUND LEASE**

THIS GROUND LEASE (“Lease”) is made effective this 1st day of September, 2022 (hereinafter the “Effective Date”) by and between KFP FAMILY ASSOCIATES, L.P., an Illinois limited partnership (hereinafter referred to as “Landlord”), and THORNTONS LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”).

**WITNESSETH:**

**ARTICLE I. Summary Of Selected Matters**

Section 1.1 Summary Of Selected Matters.

**Landlord:** KFP Family Associates, L.P.

**Address:** 550 Renee Court  
Geneva, Illinois 60134

**Tenant:** Thorntons LLC

**Address:** 2600 James Thornton Way  
Louisville, Kentucky 40245

**Premises:** 2500 and 2520 East Main Street, St. Charles, Illinois 60174; being an area of approximately 65,998 square feet or 1.515 acres, such property being legally described and depicted as Lot 2 in the KFP Subdivision dated August 13, 2021 and last revised October 28, 2021 prepared by Mackie Consultants, LLC attached hereto and incorporated herein as Exhibit A

**Commencement Date:** The day after the expiration of the Permit Period

**Initial Term:** Fifteen (15) years

**Expiration Date of Initial Term:** Fifteen (15) years from the Commencement Date

**Renewal Terms:** Six (6) options to extend of five (5) years

**Inspection Period:** A period of ninety (90) days commencing on the Effective Date.

<b>Permit Period:</b>	One hundred twenty (120) days after the expiration of the Inspection Period, subject to one (1) thirty (30) day extension at Tenant's option, as more particularly described in Section 6.1
<b>Construction Period:</b>	One hundred eighty (180) days after the expiration of the Permit Period
<b>Rent Commencement Date:</b>	See Section 4.1
<b>Monthly Base Rent During First Five Years of Initial Term:</b>	\$20,000, subject to §§4.1 and 4.4
<b>Security Deposit:</b>	\$40,000
<b>Additional Rent:</b>	One hundred percent (100%) of real estate taxes, insurance and utilities
<b>Escrow Agent:</b>	Old Republic Title Insurance Company 20 S. Clark   Suite 2900 Chicago, IL 60603 Attention: Jennifer Wright Phone: 312.641.7757 Email: JWright4@OldRepublicTitle.com

**ARTICLE II. Demise And Use Of The Premises**

Section 2.1 Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the land located at and commonly known as 2500 and 2520 East Main Street, St. Charles, Illinois 60174, consisting of approximately 65,998 square feet or 1.515 acres (“**Real Estate**”), and all existing site improvements (hereinafter collectively the “**Premises**”). Landlord and Tenant acknowledge and agree that the Premises is legally described and depicted on Exhibit A attached hereto.

Section 2.2 Permitted Use. Tenant has the right to operate a retail store similar in nature to other stores currently operating as “Thorntons” in the regional market where the Premises is located with the right to sell such goods and services, including but not limited to retail fuel, convenience store sundry items, and alcoholic beverages for off-premises consumption as permitted under applicable law, as provided in other “Thorntons” stores in the regional market, and all uses incidental thereto (hereinafter referred to as the “**Permitted Use**”). Tenant's Permitted Use is also subject to a certain restriction described in a Memorandum of Lease recorded October 12, 1994 as document 94K076978 for the benefit of the Taco Bell Property that restricts Tenant from using the Premises for the operation of a facility deriving ten percent (10%) or more of its gross sales of prepared food from the sale of Mexican food or which interferes with access to the

Taco Bell Property or visibility from streets adjacent to the Taco Bell Property or the Taco Bell building and its signs.

Section 2.3 Compliance With Laws. Tenant shall, at its sole cost and expense, comply with all federal, state, county and municipal laws, orders, ordinances and regulations, and with any lawful direction made by any public officer or officers which will, with respect to the use of the Premises, impose any violations, order or duty upon Landlord or Tenant arising from Tenant's occupancy and/or use of the Premises or from conditions which have been created by or at the instance of Tenant or are required by reason of a breach of any of Tenant's covenants or obligations under this Lease.

### **ARTICLE III. Term Of Lease**

Section 3.1 Initial Term. The initial term of this Lease shall commence on the Commencement Date and shall remain in full force and effect for a period of fifteen (15) years thereafter, expiring in the last day of the calendar month corresponding to the 15<sup>th</sup> anniversary of the Commencement Date, unless terminated earlier pursuant to the provisions of this Lease.

Section 3.2 Options To Renew. Provided that Tenant is not in default of any of its obligations under this Lease beyond any applicable notice and cure period, Tenant shall have the option to renew this Lease for six (6) additional consecutive terms of five (5) years each (hereinafter referred to as a "**Renewal Term**"). Extensions of the Initial Term and any Renewal Term shall occur automatically and without notice from Tenant to Landlord at the expiration of the preceding period unless Tenant gives written notice of its election not to exercise any Renewal Term to Landlord in accordance with the notice provisions of Article XXII of this Lease, not less than one hundred eighty (180) days prior to the expiration of the Initial Term and, as applicable, not less than one hundred eighty (180) days prior to the expiration of the applicable Renewal Term. All terms and provisions of this Lease shall remain in full force and effect during each Renewal Term, except the Base Rent payable by Tenant during each Renewal Term shall be as set forth in Section 4.3 of this Lease.

Section 3.3 Lease Year Defined. The term "**Lease Year**" as used in this Lease, means a period of twelve (12) consecutive calendar months, which shall commence on the Commencement Date of this Lease. The succeeding Lease Year shall commence upon the anniversary date of the Commencement Date of this Lease.

Section 3.4 Term Defined. For purposes of this Lease "Initial Term" and each "Renewal Term" are hereinafter sometimes referred to, collectively, as the "**Term**."

### **ARTICLE IV. Base Rent; Additional Rent; Utilities; Security Deposit**

Section 4.1 Base Rent. Beginning on the day following the expiration of the Permit Period and provided that all Landlord's Pre-Commencement Obligations have been satisfied (the "**Rent Commencement Date**"), subject to the Rent Concession described in Section 4.4, and continuing on the first (1<sup>st</sup>) day of each and every calendar month during the Initial Term and, as applicable, on the first (1<sup>st</sup>) day of each and every calendar month during each Renewal Term,

Tenant agrees to pay to Landlord, base rent (“**Base Rent**”) in accordance with Section 4.2 and Section 4.3 below, without demand, offset, deduction or counterclaim of any kind whatsoever. All payments will be made payable to KFP Family Associates, L.P. and delivered to Melia C. Linardos, 550 Renee Court, Geneva, Illinois 60134, or at such other place as may be designated by Landlord, in writing, from time to time. Base Rent to be paid to Landlord under this Lease for any period that is less than one (1) calendar month shall be prorated on a per diem basis.

Section 4.2 Base Rent Payable During Initial Term. During the Initial Term of this Lease, the Base Rent payable by Tenant shall be as follows:

<u>Lease Years</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Years 1 – 5*	\$20,000.00	\$240,000.00	None
Lease Year 6	\$20,400.00	\$244,800.00	2%
Lease Year 7	\$20,808.00	\$249,696.00	2%
Lease Year 8	\$21,224.16	\$254,689.92	2%
Lease Year 9	\$21,648.64	\$259,783.68	2%
Lease Year 10	\$22,081.61	\$264,979.32	2%
Lease Year 11	\$22,523.24	\$270,278.88	2%
Lease Year 12	\$22,973.70	\$275,684.44	2%
Lease Year 13	\$23,433.17	\$281,198.04	2%
Lease Year 14	\$23,901.83	\$286,821.96	2%
Lease Year 15	\$24,379.87	\$292,558.44	2%

\*subject to the 6-month rent concession described in Section 4.4.

Section 4.3 Base Rent Payable During Each Renewal Term. Provided that the Term of this Lease is renewed in accordance with Section 3.2 above and Tenant is not then in default under the Lease beyond any applicable cure period, the Base Rent payable by Tenant during each Renewal Term, as hereinafter designated, shall be as follows:

<u>1<sup>st</sup> Renewal Term</u> <u>(Years 16-20)</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Year 16	\$24,989.37	\$299,872.44	2.5%
Lease Year 17	\$25,614.10	\$307,369.20	2.5%
Lease Year 18	\$26,254.45	\$315,053.40	2.5%
Lease Year 19	\$26,910.81	\$322,929.72	2.5%
Lease Year 20	\$27,583.58	\$331,002.96	2.5%
<u>2<sup>nd</sup> Renewal Term</u> <u>(Years 21-25)</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Year 21	\$28,273.17	\$339,278.04	2.5%
Lease Year 22	\$28,980.00	\$347,760.00	2.5%
Lease Year 23	\$29,704.50	\$356,454.00	2.5%

Lease Year 24	\$30,447.11	\$365,365.32	2.5%
Lease Year 25	\$31,208.29	\$374,499.48	2.5%
<u>3<sup>rd</sup> Renewal Term</u> (Years 26-30)	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Year 26	\$31,988.50	\$383,862.00	2.5%
Lease Year 27	\$32,788.21	\$393,458.52	2.5%
Lease Year 28	\$33,607.92	\$403,295.04	2.5%
Lease Year 29	\$34,448.12	\$413,377.44	2.5%
Lease Year 30	\$35,309.32	\$423,711.84	2.5%
<u>4<sup>th</sup> Renewal Term</u> (Years 31-35)	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Year 31	\$36,192.05	\$434,304.60	2.5%
Lease Year 32	\$37,096.85	\$445,162.20	2.5%
Lease Year 33	\$38,024.27	\$456,291.24	2.5%
Lease Year 34	\$38,974.88	\$467,698.56	2.5%
Lease Year 35	\$39,949.25	\$479,391.00	2.5%
<u>5<sup>th</sup> Renewal Term</u> (Years 36-40)	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Year 36	\$40,947.98	\$491,375.76	2.5%
Lease Year 37	\$41,971.68	\$503,660.16	2.5%
Lease Year 38	\$43,020.97	\$516,251.64	2.5%
Lease Year 39	\$44,096.49	\$529,157.88	2.5%
Lease Year 40	\$45,198.90	\$542,386.80	2.5%
<u>6<sup>th</sup> Renewal Term</u> (Years 41-45)	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Annual % Increase</u>
Lease Year 41	\$46,328.87	\$555,946.44	2.5%
Lease Year 42	\$47,487.09	\$569,845.08	2.5%
Lease Year 43	\$48,674.27	\$584,091.24	2.5%
Lease Year 44	\$49,891.13	\$598,693.56	2.5%
Lease Year 45	\$51,138.41	\$613,660.92	2.5%

**Section 4.4 Rent Concession.** For a period not to exceed six (6) consecutive months during the Construction Period (as defined in Section 6.3), the Base Rent shall be reduced by fifty (50%) percent to Ten Thousand (\$10,000) Dollars/month. Written notice shall be given by Tenant to Landlord as to the date on which Tenant requests the rent reduction to commence. In the event construction is completed and Tenant opens the newly constructed building on the Premises for the Permitted Use prior to expiration of the six (6) month period, the full Base Rent payment of

Twenty Thousand (\$20,000) Dollars/month shall be due and payable upon the date on which said full business operation for the Permitted Use commences in the newly constructed building.

Section 4.5 Additional Rent. In addition to Base Rent, Tenant shall pay prior to delinquency, throughout the Term, as additional rent (“**Additional Rent**”), the following items:

(a) Taxes.

(i) Property Taxes. All real property taxes and general and special assessments (collectively “**Real Property Taxes**”) levied and assessed against the Premises that accrue during the Term but only for periods during the Term. Taxes for any period less than a calendar year shall be prorated on a per diem basis.

(ii) Personal Property Taxes. All taxes, assessments, license fees and other charges that are levied and assessed on the Improvements (as defined below), Facilities (defined in Section 8.1) and Tenant merchandise.

(iii) Excluded Taxes. Nothing contained in this Lease, however, shall require Tenant to pay any estate, inheritance, corporate, franchise or income tax of Landlord, and none of the foregoing shall be deemed Additional Rent.

(iv) Proration And Challenge. Tenant shall have the right, at its cost, to pursue a reduction in Real Property Taxes during the Term of this Lease. Landlord will cooperate with Tenant in pursuing such a reduction provided that Landlord incurs no cost to do so; and (ii) any market value asserted by Tenant within a proceeding seeking a reduction shall not be deemed to be an admission as to market value on behalf of Landlord.

(v) Direct Payment. Landlord shall authorize and instruct the assessing authority to forward to Tenant all Real Property Tax bills on the Premises and/or any part, and Tenant shall be responsible for directly paying said bills on or before when said bills are due. Tenant shall be solely responsible for the payment of any fines or penalties if said bills are not timely paid. In the event Landlord pays any Real Property Taxes on behalf of Tenant, then, upon Landlord’s presentation of a receipted bill, Tenant shall promptly repay the Real Property Taxes to Landlord.

(vi) Real Estate Taxes In The Event Of Early Termination. In the event of an early termination of this Lease, the calculation and proration methodology set forth in Section 4.5(a)(i) above shall also apply to calculate the Real Property Taxes due and owing from Tenant to Landlord for January 1 through the date of early termination for the year in which the early termination occurs.

(b) Intentionally Deleted.

(c) Utilities. Tenant shall also, at its sole cost and expense, maintain all utility services that are required or necessary for Tenant’s Permitted Use of the Premises,



including, but not limited to, electricity, air conditioning, heating, gas, water, sewage, telephone and internet service, directly from the providers thereof, and shall, at its sole cost and expense, timely pay for such services when due.

Section 4.6 Tenant Overpayments. If either Landlord or Tenant discover, at any time while this Lease is in effect or within a reasonable time afterwards, that Tenant has paid Landlord Rent or other amounts in excess of those amounts that Tenant was obligated to pay at the time, the discovering party shall promptly notify the other party in writing and upon their mutual agreement as to said amounts, without prejudice to any other remedies available to Tenant, Tenant shall have the right to treat all or a portion of the agreed upon overpaid amounts as pre-paid Rent, in which case the portion treated as pre-paid Rent plus interest at the Default Rate (defined in Section 16.3) shall be applied as a credit toward future amounts due Landlord from Tenant under this Lease, and any amount that exceeds future amounts due shall be promptly refunded to Tenant.

Section 4.7 Rent Defined. Base Rent and Additional Rent are sometimes hereinafter referred to collectively as “**Rent.**”

Section 4.8 Security Deposit. Concurrently with the expiration of the Permit Period under this Lease (as extended), to secure the faithful performance by Tenant of all of the covenants, conditions and agreements set forth in this Lease, including, but without limiting the generality of the foregoing, such covenants, conditions and agreements in this Lease which become applicable upon termination of this Lease by re-entry or otherwise, Tenant shall deposit with Landlord the sum of Forty Thousand (\$40,000) Dollars with Landlord as a “**Security Deposit**”, with the understanding that: (a) the Security Deposit or any portion thereof may be applied to the curing of any default that may exist, at Landlord’s sole election, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and without such application in and of itself terminating this Lease, and upon such application Tenant shall pay Landlord, upon demand, the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount; (b) should Landlord’s interest in the Premises be transferred or conveyed by Landlord, the Security Deposit or any balance thereof shall be turned over to Landlord’s transferee, and upon remittance of such deposit as aforesaid, Tenant agrees to look first to such transferee for such application or return; and (c) if Tenant shall faithfully perform all of the covenants and agreements in this Lease contained on the part of the Tenant to be performed, the Security Deposit, or any then remaining balance thereof, shall be returned to Tenant, without interest, within thirty (30) days after the expiration or termination of the Lease Term.

## **ARTICLE V. Inspection Period Conditions**

Tenant shall have the Inspection Period (defined in Section 1.1) to inspect the Premises by conducting such activities as Tenant deems appropriate, including but not limited to the following, and to satisfy (or waive at Tenant’s election) the following conditions:

Section 5.1 Title Review. Tenant shall pay for and obtain a title commitment from Escrow Agent and shall approve the condition of title to the Premises. Tenant shall review: (i) the condition of title; and (ii) the title company’s conditions for issuance of a leasehold policy of title insurance in the amount determined by Tenant. Prior to the end of the Inspection Period, Tenant

shall notify Landlord in writing of any title objections that Landlord must cure or commit to cure (either by removal or endorsement, in form and substance acceptable to Tenant), by no later than thirty (30) days after the expiration of the Inspection Period, in order for this condition to be satisfied to Tenant's sole satisfaction. Notwithstanding the foregoing, since Tenant is acquiring only a leasehold interest in the Premises, Tenant shall not object to any consensual lien placed upon the Premises by Landlord (so long as Landlord provides a subordination, non-disturbance, and attornment agreement which is in form and substance similar to the agreement attached hereto and incorporated herein as **Exhibit B** (an "SNDA")).

**Section 5.2 Survey.** Tenant shall, at its sole option, pay for and obtain a survey (or an update of Landlord's existing survey) of the Premises and approve the conditions revealed by the survey of the Premises. Tenant may obtain and review any surveys of the Premises as it deems necessary or as may be required by a title company as a condition of issuing title insurance. Landlord, promptly after execution of this Lease, shall provide to Tenant copies of any surveys that Landlord has in its possession. Tenant acknowledges that any surveys provided by Landlord to Tenant are offered as an accommodation and that Landlord makes no warranties as to the age or accuracy of any surveys. Prior to the end of the Inspection Period, Tenant shall notify Landlord of any survey objections that Landlord must cure or commit to cure (either by removal or endorsement, in form and substance acceptable to Tenant) by no later than thirty (30) days after the expiration of the Inspection Period for this condition to be satisfied to Tenant's sole discretion. If Tenant does not obtain a current survey (or an update of Landlord's existing survey), Tenant shall be deemed to have waived all conditions that would be shown by a current and accurate survey.

**Section 5.3 Management Approval.** Tenant shall have obtained the approval of the Inspection Period conditions and this Lease by its (or its corporate parent's) senior management and/or Board of Directors ("Tenant's Management"). Tenant shall use reasonable efforts to obtain this approval and shall promptly notify Landlord of the approval or disapproval.

**Section 5.4 Physical Inspection.**

(a) Tenant shall have the right to approve or disapprove the physical and environmental condition of the Premises. To make such determination Tenant, at its sole cost and expense, is granted the right to inspect the Premises and any improvements located on, at or under the Premises at any reasonable time during the Inspection Period, provided that Tenant shall give at least forty eight (48) hours' advance written notice, for the purpose of inspecting the existing condition of the Premises and the suitability for the construction and operation of all improvements required for redevelopment of the Real Estate for its Permitted Use. All inspections shall include the right to conduct subsurface testing for the presence of Hazardous Substances (defined in Section 11.2(b)).

(b) Prior to any inspection testing done under this Section 5.4, Tenant shall notify Landlord in writing of the firm or person doing the inspection and the nature of the work to be performed in the inspection. Tenant shall also provide to Landlord an acceptable written certificate of insurance from any consultant conducting an inspection, naming

Landlord as an additional insured and covering the date of the inspection and through any restoration work needed as a result of the inspection as set forth in Section 5.4(c) below.

(c) Tenant shall, at its sole cost and expense, promptly restore any areas that have been disturbed or damaged to substantially the same physical condition they were in prior to the inspection.

(d) Tenant shall indemnify, hold harmless and defend Landlord, its partners, members, attorneys and assigns from any and all losses, claims, lawsuits, damages or liability of any kind whatsoever, resulting directly or indirectly, from or as a result of any inspection performed under this Section 5.4 (each a "Claim" and collectively, "Claims"); provided, however, in no event shall Tenant be required to indemnify Landlord for (i) any Claims resulting from the mere discovery of any pre-existing condition of the Premises by Tenant or Tenant's agents, employees or contractors; or (ii) any Claims resulting from any Premises-related disclosure made by Tenant or Tenant's agents, employees or contractors to any applicable governmental authority, to the extent such disclosure is or may be required by applicable law. This indemnification shall survive the expiration or termination of this Lease.

Section 5.5 Development Agreement. Landlord and Tenant shall enter into a development agreement (the "**Development Agreement**") setting forth the rights and obligations of Tenant and Landlord in the redevelopment of the Premises and the overall property owned by Landlord of which the Premises is a part, which shall include, without limitation, the platting of the Premises, securing an easement agreement with the adjacent property owner(s) and/or tenant(s), designing and approving a drainage and detention facility, the approval by applicable Governmental Authorities of a preliminary and final planned unit development ("**PUD**") and any construction required by applicable Governmental Authorities (defined in Section 6.1). Landlord and Tenant hereby acknowledge and agree that Landlord had negotiated that certain Development Agreement dated May 5, 2021 with its prior tenant RDK Ventures, LLC, a copy of which is attached hereto and incorporated herein as Exhibit C (the "**Current Development Agreement**") and Landlord further acknowledges and agrees that as a condition precedent to Tenant's obligations to proceed with this Lease, Landlord shall be obligated to enter into a replacement of the Current Development Agreement with Tenant upon similar terms and conditions but with appropriate revisions to reflect Tenant as the tenant of the Premises, such replacement Development Agreement to be finalized and executed no later than thirty (30) days following the commencement of the Inspection Period.

Section 5.6. SNDA. If there is a mortgage or deed of trust affecting the Premises, Landlord shall obtain an SNDA from the holder of such mortgage or deed of trust which will be executed and placed in escrow with the Escrow Agent prior to the expiration of the Inspection Period. If Tenant has not terminated this Lease prior to the expiration of the Permit Period, then the SNDA will be recorded prior to the commencement of construction.

Section 5.7. Taco Bell Lease Amendment; Reciprocal Easement and Restrictive Covenant Agreement. Landlord and Tenant acknowledge and agree that in order to effectuate Tenant's proposed redevelopment contemplated under this Lease, the ground lease between

Landlord and Taco Bell whereby Taco Bell leases the property located at 510 Dunham Road, St. Charles, Illinois (the “**Taco Bell Property**”) which is adjacent to the Premises, must be amended to provide for Taco Bell's consent to an easement over a small triangular area located behind the trash enclosure on the Taco Bell Property (the “**Triangular Area**”) and its consent to relocate a certain transformer located within the subject Triangular Area, all of which are more particularly set forth in that certain Contingent First Amendment to Ground Lease entered between Landlord and Taco Bell on or about November 10, 2020, a copy of which is attached hereto and incorporated herein as **Exhibit D** (the “**Current Taco Bell Lease Amendment**”). Landlord further acknowledges and agrees that as a condition precedent to Tenant's obligation to proceed with the Lease that Landlord shall negotiate an amendment and restatement of the Current Taco Bell Lease Amendment with Taco Bell and Tenant upon similar terms and conditions but with appropriate revisions to reflect Tenant as the tenant of the Premises, such amended and restated lease amendment to be finalized and executed no later than thirty (30) days prior to expiration of the Inspection Period.

Landlord and Tenant will also negotiate in a good faith an easement agreement (the “**TB Easement**”) and such other documents as may be required affecting the Premises and the Taco Bell Property which will provide at minimum for the following: (a) rights of access over the Premises in favor the Taco Bell Property to the extent the such rights have not been granted on the Final KFP Subdivision Plat (as such term is hereinafter defined); (b) a sidewalk easement and encroachment easement for the construction of sidewalk and related improvements required in connection with Tenant's development of the Premises; and (c) the consent and subordination of any lenders holding mortgages or deeds of trust on the Premises and the Taco Bell Property. The TB Easement shall be similar in form and substance to the draft attached and incorporated herein as **Exhibit E**, or such other format agreed upon between Tenant and Landlord, and will be finalized and executed prior to the expiration of the Inspection Period and held in escrow by the Escrow Agent. If Tenant does not terminate this Lease prior to the expiration of the Permit Period, then the TB Easement will be recorded in the real property records of Kane County, Illinois by Lessor within five (5) business days following the expiration of the Permit Period.

Landlord and Tenant will also negotiate a Declaration of Restrictions in a form substantially similar to the form Landlord negotiated with the prior tenant, RDK Ventures, LLC and to include restrictions against the adjacent properties owned by Landlord or Landlord's affiliate (“**Adjacent Properties**”) and the Taco Bell Property prohibiting the use of such properties for (i) the operation of a convenience store; (ii) the retail sale of beer and wine for off-premises consumption; and/or (iii) the sale of motor fuels or petroleum products or the operation of a self-service retail fueling facility and a restriction upon the location and placement of billboards or other signage on such properties, a copy of which is attached hereto and incorporated herein as **Exhibit F**, which shall be executed no later than thirty (30) days after commencement of the Inspection Period. The Taco Bell Property and the Adjacent Properties are depicted and identified as Parcels B, D, E and F on **Exhibit G** attached hereto and made a part hereof.

Notwithstanding the foregoing, Tenant has expressed a desire for Landlord to grant a blanket cross-access easement between the Premises and the Adjacent Properties to allow for the free flow of vehicular and pedestrian access upon, over and across the common driveways of the retail development containing such properties (the “**Development**”). Landlord hereby agrees to

negotiate in good faith with Tenant and the other tenants and/or occupants of the Development on a reciprocal access easement agreement for the Development which shall be in form and substance reasonably acceptable to Tenant, such agreement to be finalized prior to the Inspection Period and to be executed and recorded in the real property records of Kane County, Illinois within thirty (30) days following the expiration of the Permit Period. Landlord and Tenant hereby agree to amend this Lease to attach the final, approved form of the reciprocal access easement agreement for the Development as **Exhibit J**, and following the parties execution of such amendment and provided that this Lease is in full force and effect, Landlord agrees that no further revision of agreement will be made without first obtaining Tenant's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 5.8 Intentionally Deleted.

Section 5.9 Termination; Waiver. If Tenant is dissatisfied with any aspect of the Premises as a result of its investigations during the Inspection Period, Tenant may terminate this Lease by notifying Landlord of the termination prior to the end of the Inspection Period (as may be extended). Additionally, if Tenant objects to any title or survey matters as permitted in this Lease, and Landlord fails or refuses to cure the objections on a timely basis (unless waived by Tenant), Tenant may terminate this Lease either before or within thirty-five (35) days after the expiration of the Inspection Period. If the Lease is terminated as established above, neither Landlord nor Tenant shall have any further obligation to the other under this Lease, except for any third-party claims arising from Tenant's entry to the Premises for inspection as set forth in Section 5.4 above.

**ARTICLE VI. Permit Period Conditions; Construction Period; Landlord's Delivery of Exclusive Possession**

Section 6.1 Permit Period. Tenant shall have until the expiration of the Permit Period (as defined in Section 1.1) within which to obtain all approvals required of the Governmental Authorities (as defined below), including but not limited to (i) zoning and variances, approved site development plans, development plans, working drawings, curb cuts, traffic signals, signage, lighting, access, elevations, deceleration lanes, median breaks, drainage plans, landscape plans, and similar development and construction matters, building permits and sign permits and expressly including the modification of any and all plans and approvals which are included in that certain Ordinance Granting Approval of a Special Use for Planned Unit Development and PUD Preliminary Plan for KFP Planned Unit Development (Northeast corner of E. Main St. & Dunham Rd.) (Ordinance No. 2021-Z-12) adopted by the City Council of the City of St. Charles, Illinois on August 2, 2021 to reflect Tenant's intended plan of development for the Premises; and (ii) operating, conditional use, liquor, alcoholic beverage, food service, gaming and motor fuel facility permits, to enable Tenant to develop, construct and use (at a development and construction design and cost acceptable to Tenant and consistent with the approval of Tenant's Management, and conditions and stipulations acceptable to Tenant) the Premises for Tenant's Permitted Use (collectively the "**Permit Approval Conditions**"). Tenant will have the option to extend the Permit Period for one (1) additional thirty (30) day period (the "**Permit Period Extension**") by providing a written extension election to Landlord prior to the expiration of the Permit Period. Notwithstanding the foregoing, if there is a failure of performance or a breach of the Development

Agreement by Landlord that results in a delay in Tenant's ability to obtain satisfaction of the Permit Approval Conditions, the Permit Period shall be automatically extended for one day for each day of delay. As used in this Lease, the "Permit Period" means the initial Permit Period and any extensions thereof. If Tenant has not been able to obtain the satisfaction of all of the Permit Approval Conditions by the end of the Permit Period, Tenant may terminate this Lease by giving written notice of same prior to Landlord to the expiration date thereof. Upon such termination as set forth above, neither Landlord nor Tenant shall have any further obligations to the other, except for third-party claims arising from Tenant's entry onto or inspection conducted on Premises. As used in this Lease, the term "**Governmental Authorities**" shall mean all federal, state, local (municipal and/or county), private, and quasi-governmental agencies, departments, councils, boards, commissions, authorities, and the like that have jurisdiction over the development, construction and/or use of the Premises, including any utility companies and applicable community or homeowner associations.

Section 6.2 Landlord's Delivery of Exclusive Possession. Upon expiration of the Permit Period (as the same may be extended) Landlord shall (i) discontinue or cause to be discontinued any operations on the Premises; (ii) remove or cause to be removed from the Premises all personal property of the Existing Tenant (as such term is hereinafter defined) located thereupon; (iii) record in the real property records of Kane County, Illinois, that certain Final Plat of KFP Subdivision approved by the City Council of the City of St. Charles, Illinois in the certain Ordinance Granting Approval of a Final Plat of Subdivision for KFP Subdivision (Ordinance No.: 2021-Z-21) on November 15, 2021 (the "**Final KFP Subdivision Plat**"); (iv) remove or cause to be removed from the Premises the Existing Fuel Improvements and Pre-Existing Contamination (as such terms are hereinafter defined) in accordance with Section 11.2(f) hereof; and (v) deliver exclusive possession of the Premises to Tenant free from any and all claims of any previous tenant, including the Existing Tenant (collectively, "**Landlord's Pre-Commencement Obligations**"). Thereupon, all terms and provisions hereof which are applicable to the Initial Term shall become fully effective. For the avoidance of doubt, the Initial Term of this Lease shall not commence and no Rent shall be due and payable by Tenant hereunder until all of Landlord's Pre-Commencement Obligations have been satisfied. Notwithstanding the foregoing, in no event shall Landlord be permitted to deliver possession of the Premises to Tenant prior to the expiration of the Permit Period (as extended) without Tenant's prior written approval.

Section 6.3 Construction Period. Assuming Tenant has not terminated the Lease during the Inspection Period or the Permit Period and provided that all of Landlord's Pre-Commencement Obligations have been satisfied, the Construction Period shall commence on the date following the expiration of the Permit Period and shall thereafter continue for a period of one hundred eighty (180) days during which time Tenant will commence and complete the site work Tenant is required to do under the Development Agreement.

## **ARTICLE VII. As-Is Condition; Tenant Improvements; Signage**

Section 7.1 As-Is Condition. Tenant acknowledges that it will have undertaken an inspection of the entire Premises subject to this Lease such that as of the expiration date of the Inspection Period, Tenant will have knowledge of the condition of the Premises as set forth in the various reports and due diligence investigations conducted by Tenant during the Inspection Period.

Therefore, on the Commencement Date, Tenant agrees to accept and occupy the Premises in its "As-Is, Where-Is" condition, except with respect to any Pre-Existing Contamination for which Landlord shall be solely responsible in accordance with Section 11.2(f) hereof. Subject to the foregoing, it is expressly acknowledged by Tenant that no representations or warranties have been made by Landlord or relied upon by Tenant as to the condition of the Premises.

Section 7.2 Improvements. Tenant hereby agrees that is shall, at Tenant's sole cost and expense, be responsible for demolition of all existing buildings and structures located upon the Premises as of the Commencement Date, including without limitation all building foundations but expressly excluding the Existing Fuel Improvements (the removal and disposal of which shall be the sole responsibility of Landlord) and any other improvements that Tenant elects to retain. After the completion of the new building for Tenant's Permitted Use and related improvements (including paved areas, etc.) constructed upon the land (the "**Improvements**"), Tenant shall own the Improvements until the expiration or earlier termination of this Lease such that it shall have the unrestricted right to remodel, renovate, demolish, remove, reconstruct, repair and replace such Improvements at all times during the term (provided that Tenant shall replace any Improvements which are demolished with buildings or improvements of equal or greater value). Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax return for the Improvements. At the expiration or earlier termination of the Term, Tenant must, at its sole cost and expense, remove the Improvements (and Tenant's Facilities as defined hereafter in Section 8.1 and which include the UST and Ancillary System as defined in Section 8.2) from the Premises and deliver the Premises to Landlord with all debris removed from the Premises, in compliance with local and State ordinances, statutes and regulations governing construction sites, vacant lands and environmental requirements, and in graded condition, unless otherwise agreed to by Landlord and Tenant in writing.

Section 7.3. Conformance to Requirements. Should Tenant construct the Improvements, Tenant's Improvements shall conform to the following:

(a) Comply with all code and other requirements of any governmental or quasi-governmental authority having jurisdiction over the Premises. All alterations, additions and replacements will be made in a good workmanlike manner without cost to Landlord;

(b) Tenant shall also be responsible, at is sole cost and expense, for the maintenance and repair of any and all Tenant Improvements. Said maintenance and repair may be made without approval of Landlord.

Section 7.4 Signage.

(a) Tenant shall have the right to erect or attach upon any part of the Premises all signs, sign faces, posters, banners and trademark items as it may deem proper, subject to first obtaining any required approvals and permits from all applicable Governmental Authorities. All signage, including any signs, sign faces, posters, banners and trademark items shall be removed by Tenant at the expiration or termination of this Lease at Tenant's sole expense. Landlord shall cooperate with Tenant in obtaining any necessary permits or

variances from governmental restrictions placed upon the use of signs, provided that it shall be at no cost to Landlord.

(b) At Landlord's request, Tenant will grant to Landlord an irrevocable license over a four (4) feet by six (6) feet pad located on the Premises and along North Avenue (the "Sign Pad") for the benefit of Taco Bell, Landlord's current tenant on the Taco Bell Property and future tenants and occupants of the Taco Bell Property, subject to the terms hereof. In all cases, the signage on the Sign Pad benefitting the Taco Bell Property will be of a size, location and a design to be reasonably approved by Tenant. Tenant will not be deemed to have unreasonably withheld consent if the proposed sign is larger than Tenant's sign, is taller than Tenant's sign or otherwise materially and adversely affects the visibility of any of Tenant's signage or convenience store building on the Premises. In addition to the foregoing, no signage on the Sign Pad will be used to advertise any of the following on the Taco Bell Property: (1) the primary sale of coffee (such as, by way of example only, Starbucks), (2) the sale of liquor primarily for off-site consumption (by way of clarification, on-site consumption for restaurant use is acceptable), (3) the sale of retail fuel or other methods for propelling motor vehicles, (4) a convenience store (such as, by way of example only, 7-11, RaceTrac, Wawa, Cumberland Farms, Speedway and/or Circle K), and (5) noxious uses, such as by way of example and not for purposes of limitation, (i) an adult book store or store selling or exhibiting sexually explicit materials (except as incidental to a retail book store and typically sold in a Borders or Barnes and Noble); (ii) a marijuana dispensary, "head" shop or any establishment displaying or selling drug paraphernalia; (iii) a massage parlor (provided therapeutic massage in connection with an upscale salon or spa such as Massage Envy is permitted), topless bar or club or restaurant which provides striptease or "adult" entertainment; (iv) a drug or alcohol recovery or treatment facility; or (v) an abortion clinic, aids clinic or bodily fluid collection facility (provided that a blood testing or lab facility such as Quest Diagnostics is permitted).

#### **ARTICLE VIII. Ownership of Facilities and UST and Ancillary Systems and Improvements After Initial Construction**

Section 8.1 In addition to the Improvements, Tenant shall have the right to install and place upon the Premises: (i) personal property, trade fixtures, furniture, and equipment including, for example, fuel dispensers, UST System and Ancillary System (both defined in Section 8.2), cash registers, food or beverage dispensers, microwaves, warmers, doors, shelving, refrigeration units, and communication equipment, whenever and wherever placed on or within the Premises; (ii) all building signage, pylon signs, and monument signs located on the Premises; and (iii) landscaping (collectively the "Facilities"). Tenant may remove or replace Tenant's Facilities at any time during the Term. Tenant shall be the sole owner of the Facilities.

Section 8.2 UST System And Ancillary System Owned And Operated By Tenant. Tenant and Landlord expressly acknowledge that Tenant shall be the sole and exclusive owner and operator of the existing and any new underground storage tanks, all associated piping serving or connected to the underground storage tanks and the above-ground fuel pumps, as well as any additions or modifications thereto throughout the Term (collectively referred to as the "UST System"), and Landlord shall in no way be deemed the owner or operator of the UST System.



Landlord and Tenant also expressly acknowledge that to the extent that any hydraulic lifts, pumps, oil collection and/or oil/water separator systems, parts cleaners or fluid storage systems exist or are placed on the Premises throughout the Term, as well as any additions or modifications thereto (collectively referred to as the “**Ancillary System**”), Tenant shall be deemed, or continue as the case may be, as the sole owner and operator of the Ancillary System and Landlord shall in no way be deemed the owner or operator of the Ancillary System.

It is expressly agreed that on or prior to the expiration or earlier termination of the Lease, Tenant shall be obligated to remove the UST System and Ancillary System, at Tenant’s sole expense, in accordance with applicable Environmental Laws (as hereinafter defined).

Tenant shall fully repair any and all damage to the Premises caused by removal of all or any part of either the UST System or Ancillary System. Tenant shall also be liable, and shall indemnify, defend and hold Landlord harmless from any and all contamination, pollution or release of any Hazardous Substances resulting from the removal of all or any part of either the UST System or Ancillary System. Tenant shall be solely responsible to promptly and fully remediate any Release (defined in Section 11.2(b)) and remove any such contamination, pollution or Release of any Hazardous Substances resulting from removal of all or any part of either the UST System or Ancillary System to the extent required by applicable Environmental Laws. The indemnity provided hereunder shall expressly survive termination or expiration of the Lease.

Section 8.3 Improvements After Initial Construction. In the event any new and different Facilities are sought to be installed on the Premises by Tenant after the initial Improvements and Facilities are installed (as opposed to a replacement), said new and different Facilities (the “**New Facilities**”) will conform to all applicable zoning and building regulations in effect at the time such New Facilities are installed. The architectural character of the New Facilities will conform to, or be compatible with, the architectural character of other “Thorntons” stores in the regional market. New Facilities shall be constructed such that the height of the New Facilities (except for any canopy associated with a retail fuel operation) will not interfere with the visibility of the building located on the Taco Bell Property at the time such New Facilities will be constructed; provided that Tenant shall be entitled to construct such New Facilities to at least the same height of its initial Improvements unless it is prohibited from doing so by applicable zoning and building regulations in effect at the time such New Facilities are installed. Notwithstanding the foregoing, Tenant agrees that no building constructed as part of the New Facilities (except for any canopy associated with a retail fuel operation) shall be located in the area cross-hatched on Exhibit H, attached hereto and incorporated herein.

Section 8.4 No Liens. Tenant shall pay, before delinquency, all costs for work done or caused to be done by Tenant at the Premises which could result in any lien or encumbrance on Landlord’s interests in the Premises or any part thereof, will keep the title to the Premises and every part thereof free and clear of any lien or encumbrance with respect to any work performed by or on behalf of Tenant, and will indemnify and hold harmless Landlord against any claim, loss, costs, demand and legal or other expense, whether in respect to any lien or otherwise, arising out of the supply of material, services or labor for work performed by or on behalf of Tenant. Tenant will immediately notify Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge and which affects the title to the Premises or any part thereof,

and will cause the same to be removed by payment, bonding or otherwise within thirty (30) days, failing which Landlord may take such action as Landlord deems necessary to remove same and the entire cost thereof will be immediately due and payable by Tenant to Landlord.

#### **ARTICLE IX. Care, Maintenance, Restoration and Casualty**

Section 9.1 Tenant's Responsibilities. Tenant, at its sole cost and expense, shall cause the Premises to be maintained, repaired and replaced, as necessary, to keep the Premises in good and operable condition and repair throughout the Term. This shall include, but not be limited to, snow plowing the Premises to ensure open cross-access to the adjoining properties at the rear of the Premises, ensuring adequate garbage collection service to the Premises and maintaining the landscaping, sidewalks, retaining walls, paved areas and lighting on the Premises.

Section 9.2 Fire or Other Casualty. In the event of damage to, or total or partial destruction of, the buildings and other structures located on the Premises by fire or other casualty (the "**Casualty Damage**"), the insurance proceeds, if any, that, as a result of the Casualty Damage, are payable under any fire or casualty insurance maintained by Tenant relating to the Premises shall be payable to, and shall be the sole property of, Tenant. Tenant shall either repair or replace the buildings and other structures located on the Premises or promptly remove all damaged structures from the Premises and restore the Premises as required under Section 7.2 of this Lease. Landlord shall in no event have any obligation whatsoever to repair, replace, restore, rebuild or alter, or to pay any of the costs or expenses thereof, unless such casualty is the result of Landlord's negligence, gross negligence or willful misconduct, and then only to the extent Tenant was carrying the insurance required hereunder and the resulting casualty insurance proceeds are insufficient to pay for the necessary repairs, in which case Landlord shall pay the difference between the cost of such repairs and the insurance proceeds paid to Tenant in connection with such casualty. Notwithstanding the foregoing, in case of (i) damage or destruction to the extent of thirty (30%) of the insurable value of the Improvements; or (ii) any damage or destruction of the Premises occurring in the last one (1) year of this Lease, or any extension or renewal thereof, Tenant may terminate this Lease by written notice to Landlord within sixty (60) days after such destruction or damage, and such termination shall become effective on the thirtieth (30th) day after the giving of such notice. In the event this Lease is terminated in accordance with this Section, Tenant shall not be obligated to repair or restore the building or the Improvements but shall, at Landlord's request and at Tenant's sole cost and expense, raze and remove the Improvements and Facilities (which shall include the removal of the UST System and Ancillary System and full restoration and remediation in compliance with Sections 7.2 and 8.2 of this Lease), and any insurance proceeds paid as a result of the property damage shall be assigned to Landlord, less (a) an amount equal to the Book Value (defined below) of the Improvements; and (b) any sum attributable to the loss of or damage to Tenant's trade fixtures and personal property, both of which shall be retained by Tenant. For purposes of this Lease, "**Book Value**" shall mean the remainder of (x) the total costs incurred by Tenant to construct the building and improvements installed by Tenant, minus (y) the amount of depreciation then claimed by Tenant with respect to such building and improvements as determined by and reflected in Tenant's records.

## ARTICLE X.           **Condemnation**

Section 10.1 Eminent Domain/Condemnation. In the event that all or a part of the Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain (the "**Condemnation**"), or that, in lieu thereof, all or a part of the Premises is conveyed to a public or quasi-public body under threat of condemnation (the "**Conveyance**"), and the Condemnation or Conveyance renders the Premises unsuitable in Tenant's reasonable determination for Tenant's normal business use, then, at the option of Tenant exercised within sixty (60) days after the Condemnation or Conveyance occurs: (i) this Lease shall terminate as of the date possession of all or such part of the Premises is taken by, or conveyed to, the condemning authority; (ii) all Rent shall be apportioned as of the date that possession of all or such part of the Premises is taken by, or conveyed to, the condemning authority; and (iii) all obligations hereunder, except those due or mature, shall cease and terminate. All compensation awarded or paid for the Condemnation or Conveyance for the Premises shall belong to and be the sole property of Landlord; provided that Tenant shall be entitled to any portion of the award attributable to loss of the Improvements, the Facilities, Tenant's business or cost and expense of Tenant's relocation or removing its trade fixtures, equipment or inventory. In the event there is any dispute between Landlord and Tenant over whether the just compensation award is attributable to the taking or damaging of Landlord's Real Estate or the Improvements or Facilities owned by Tenant, the apportionment of the just compensation award shall be governed by Illinois law. In the event that Tenant does not elect to terminate this Lease pursuant to this Section, Rent shall be abated in proportion to the area of the Premises taken by, or conveyed to, the condemning authority. In the event that any Condemnation is temporary in nature, Landlord shall be exclusively entitled to the just compensation award and Rent shall be abated in proportion to the area of the Premises taken by the condemning authority until such Condemnation ceases. Notwithstanding the preceding sentence to the contrary, if the temporary Condemnation results in a loss of access or a diminution of parking at the Premises, Tenant will be entitled to the award, however, Tenant will not then receive any rent abatement from Landlord.

## ARTICLE XI.           **Tenant Covenants**

Section 11.1 General Covenants. Tenant covenants and agrees as follows:

- (a) To promptly make all payments of Base Rent and Additional Rent when due.
- (b) To grant Landlord, its agents, employees and contractors limited access to the Premises at reasonable times that do not unreasonably interfere with the conduct of Tenant's business at the Premises, to enable Landlord to examine the Premises and to ensure Tenant's compliance with the Lease.
- (c) From and after the Commencement Date, to keep the Premises in good order and condition, to make all repairs thereto necessitated by Tenant's negligence, misfeasance or malfeasance or by Tenant's use of the Premises in a manner other than the Permitted Use described in Section 2.2 of this Lease, to commit no waste on the Premises, and to make such other repairs and alterations as provided in this Lease.

(d) Upon the termination or earlier expiration of this Lease, to remove all Improvements, the Facilities (including the UST System and Ancillary System) and restore the Premises in strict accordance with Section 7.2 above.

(e) Any signs on the Premises shall comply at all times, with all applicable laws, ordinances and regulations of governmental authorities having jurisdiction over the Premises. The cost of installation, operation, maintenance and necessary permits for such signs will be borne by Tenant.

(f) After the construction of all improvements and site work for Tenant's Permitted Use is completed, Tenant shall have no obligation to open and continuously operate its business for the Permitted Use and such failure to be open and operating shall not constitute a breach or default under this Lease. Notwithstanding the foregoing, Tenant and Landlord agree that if business operations cease for a period of twelve (12) consecutive months (not due to an event of force majeure) during the Initial Term or any Renewal Term, Landlord shall have the unilateral right, but not the obligation, to declare in writing that all further Renewal Terms are null and void.

Section 11.2 Environmental Covenants. Tenant further covenants and agrees that:

(a) Compliance With Environmental Laws. Tenant's use and operation of the Premises will remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders), arising from or issued by federal, state or local governments (including agencies and authorities delegated to create, defend or enforce those laws ordinances and regulations) and relating to public health and safety and/or protection of the environment ("**Environmental Laws**"). Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Premises, of any Hazardous Substance, except in connection with the Permitted Use of the Premises and in compliance with Environmental Laws. Tenant shall use commercially reasonable efforts not to permit any Release (as hereinafter defined) of any Hazardous Substances onto, into or from the Premises or any surrounding land, surface water or ground water except as allowed by any applicable laws, including Environmental Laws.

(b) Hazardous Substance And Release. For purposes of this Lease, "**Hazardous Substance**" means any matter giving rise to liability under the Resources Conservation Recovery Act ("**RCRA**"), 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**"), 52 U.S.C. Section 9601 *et seq.*, the Illinois Environmental Protection Act ("**IEPA**"), or any common law theory based on nuisance or strict liability, including without limitation and specifically not excluding regardless of provisions within RCRA or CERCLA, petroleum products, by products or wastes, as well as asbestos, polychlorinated biphenyls, radioactive material and all other dangerous, noxious toxic, or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in or under, or regulated by or through Environmental Laws. For purposes of this Lease, "**Release**" means any reportable releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous

Substance. Notwithstanding the foregoing or any other provision of this Lease to the contrary, Tenant shall only be liable and responsible for those Releases which are caused by the acts and/or omissions of Tenant or its employees, agents, contractors, suppliers, consultants or invitees, including retail customers.

(c) Notices To Landlord. Tenant shall provide Landlord with copies of all material environmental reports, studies, complaints, claims, directives, citations, demands, inquiries, notices of violation, or orders relating to Hazardous Substances at or emanating from or to the Premises or any alleged material non-compliance with Environmental Laws at the Premises, reasonably promptly (and in no event later than ten (10) business days following Tenant's receipt thereof). Tenant also shall promptly notify Landlord as soon as practicable of any material Release of Hazardous Substances at, on, under or from the Premises occurring during the Term. Except as otherwise expressly provided herein, all reporting, investigation and/or remediation requirements under any Environmental Law with respect to any and all Releases of Hazardous Substances occurring during the Term at, on or from the Premises are the responsibility of Tenant to the extent imposed on either Tenant or Landlord under Environmental Laws.

(d) Tenant's Duty To Act. Throughout the Term and upon the expiration or earlier termination of this Lease, Tenant shall proceed diligently and in good faith to complete any remediation of the Premises and any adjoining property required under Environmental Laws and this Lease, if any, resulting from a Release that is caused by the acts and/or omissions of Tenant, its employees, agents, contractors, suppliers, consultants or invitees, including retail customers. Tenant shall have access to the Premises after the expiration or earlier termination of this Lease at no cost for such purpose; if Landlord denies Tenant such access, then Tenant shall be entitled to utilize any legal or equitable rights to gain access to the Premises, and Landlord agrees to indemnify, defend and hold Tenant harmless from and against all Damages (as hereinafter defined) that may at any time be imposed upon, incurred by or asserted or awarded against Tenant in connection with or arising out of Landlord's unreasonable denial of such access. It is expressly agreed that ongoing remediation shall not cause the term of this Lease to be extended but that Tenant will remain obligated to complete any remediation for which it is responsible after the termination or expiration of this Lease. To the extent Tenant's remediation prevents reasonable business use of a portion or all of the Premises, Tenant will be obligated to pay a monthly fee for the pro-rata portion of the Premises not available for lease or other reasonable business use by Landlord; the monthly fee will be based on the then-most recent rent charged under this Lease. This Section 11.2(d) shall survive expiration or earlier termination of the Lease. For the avoidance of doubt, it is understood and agreed by the parties hereto that: (i) any Release occurring on the Premises which is caused by Landlord, its employees, agents, contractors or invitees acting at the direction of Landlord; or (ii) any Release occurring on any adjoining property caused by any third party shall, as between Landlord and Tenant, be Landlord's responsibility and Landlord shall proceed diligently and in good faith to complete any remediation of the Premises or such adjoining properties required under Environmental Laws or to cause the party responsible for such Release to complete the same. To the extent Landlord's remediation prevents Tenant's reasonable business use of a portion or all of the Premises, Tenant will be relieved of its obligation to

pay monthly rent then due and payable for the pro-rata portion of the Premises which is not available for Tenant's use until such time as the Premises is made fully-available for Tenant's use.

(e) Tenant's Environmental Indemnity. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, suits, costs, judgments, proceedings and damages or expenses of any kind (including, without limitation, legal and other professional fees and expenses and costs of investigation) (collectively, "**Damages**") that may at any time be imposed upon, incurred by or asserted or awarded against Landlord in connection with or arising from or out of: (i) Tenant's or Tenant's employees, agents, contractors, suppliers, consultants or invitees, use of any Hazardous Substance on, in, under, or affecting all or any portion of the Premises or damaging or migrating onto neighboring properties or persons; (ii) any misrepresentation, inaccuracy, or breach of warranty, covenant, or agreement contained or referred to in this Section 11.2; (iii) any violation by Tenant of any Environmental Law, or any alleged violation by Tenant of any Environmental Law, to the extent the allegation is in the form of a writing from a local, state or federal governmental agency or a writing by any party claiming or demanding cost recovery or contribution pursuant to an Environmental Law; (iv) Tenant's noncompliance with any applicable Environmental Law, specifically including any administrative settlement, any administrative order on consent issued by a regulatory authority, or any consent decree approved by a judicial or quasi-judicial authority; or (v) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Substance by Tenant or Tenant's employees, agents, contractors, suppliers, consultants or invitees. This indemnification is the personal obligation of Tenant and will survive termination of this Lease.

(f) Removal of Existing Fuel Improvements and Pre-Existing Contamination. Landlord and Tenant hereby acknowledge that the Premises is currently occupied by RDK Ventures, LLC (the "**Existing Tenant**") under that certain Lease Agreement with Landlord dated October 31, 2014 (as amended, the "**RDK Lease**"), for the use of the Premises as a convenience store and retail fuel station and that the provisions of the RDK Lease require the Existing Tenant to remove all above-ground and underground storage tanks, fuel lines, pipes, pits and other surface and subsurface facilities and improvements related thereto existing upon the Premises as of the Effective Date hereof (collectively, the "**Existing Fuel Improvements**"), and to remove, remediate and dispose of any and all soils and/or groundwater upon the Premises which contain Hazardous Substances at levels above actionable statutory and/or regulatory thresholds under applicable Environmental Laws (collectively, "**Pre-Existing Contamination**").

In light of the foregoing, Landlord hereby acknowledges and agrees that as between Landlord and Tenant, it shall be Landlord's responsibility, at Landlord's sole cost and expense, to complete, or to cause the Existing Tenant to complete, any and all (i) excavation, removal and/or disposal of the Existing Fuel Improvements and all Pre-Existing Contamination upon the Premises in accordance with applicable Environmental Laws: (ii) file all documentation with the Illinois Environment Protection Agency, Illinois

Department of Natural Resources and/or any other applicable governmental authority which may be required in order to obtain a "No Further Action", "No Further Remediation" or "Clean Closure" Letter or similar letter from such governmental authorities confirming that no further action by Landlord or any former or current tenant or occupants of the Premises (including Existing Tenant) with respect to the removal of the Existing Fuel Improvements or any Pre-Existing Contamination resulting from any Release associated therewith as required under the tank closure requirements set forth in the applicable Environmental Laws and provide a copy of such letter to Tenant; provided, however, that in the event no Pre-Existing Contamination is discovered or results from the excavation, removal and/or disposal of the Existing Fuel Improvements such that a "No Further Action", "No Further Remediation" or "Clean Closure" Letter is not required or warranted, then Lessor shall provide written confirmation of the same from an experienced and qualified environmental professional reasonably acceptable to Tenant; and (iii) return those portions of the Premises excavated in connection with the removal of the Existing Fuel Improvements and/or any Pre-Existing Contamination to a finished level consistent with adjoining properties using clean engineered fill (the foregoing work hereinafter collectively referred to as the "**Landlord's Site Work**").

In the event Landlord fails to deliver possession of the Premises with Landlord's Site Work substantially completed on or before the Commencement Date, subject to delays caused by Tenant and/or Force Majeure (as such term is defined in Section 24.9 hereof), then Landlord shall have an additional ninety (90) days within which to complete Landlord's Site Work during which time the Rent Commencement Date shall be extended and Tenant shall be excused from paying any Rent. If upon expiration of the ninety (90) days Landlord still has not delivered possession of the Premises to Tenant with Landlord's Site Work substantially completed, again subject to delays caused by Tenant and/or Force Majeure, then Tenant shall have the right to exercise either of the following remedies:

(i) upon ten (10) days prior written notice to Landlord, deliver to Landlord a proposed plan including the estimated cost to complete such remaining portion of Landlord's Site Work at Landlord's sole expense, which plan shall be subject to Landlord's approval, which approval shall not be unreasonably conditioned, delayed or withheld. Upon approval of said plan by Landlord, Tenant shall diligently pursue completion of Landlord's Site Work within a commercially reasonable timeframe, and upon completion Landlord shall promptly reimburse Tenant for the costs reasonably incurred by Tenant in completing such portion of Landlord's Site Work upon submittal by Tenant to Landlord of an invoice and documentation confirming such completion and the costs thereof and the Rent Commencement Date shall be extended on a day-for-day basis until the date on which Tenant has substantially completed the Landlord Site Work (which extension shall include any additional time needed for Tenant to have all permits issued for Landlord Site Work reissued in Tenant's name or in the name of Tenant's general contractor). In the event Tenant elects to complete such remaining portion of Landlord's Site Work and Landlord fails to so reimburse Tenant within sixty (60) days following written request for the same, Tenant may deduct the amount that

Landlord has failed to reimburse Tenant from Rent due to Landlord until the amount due Tenant is fully recovered; or

(ii) terminate this Lease upon one hundred twenty (120) days written notice to Landlord, provided that any such notice must be given prior to Landlord's substantial completion of Landlord's Site Work and if Landlord completes such Site Work prior to the expiration of such one hundred twenty (120) day period, this Lease shall not terminate. Additionally, in the event this Lease is terminated in accordance with this Section 11.2(f)(ii), then Landlord shall reimburse Tenant in an amount equal to all documented out-of-pocket costs incurred by Tenant in its investigation, engineering, designing, and permitting of its proposed improvements for the Premises, including reasonable attorney fees (collectively, the "**Tenant Out-of-Pockets**"). Landlord's reimbursement of the Tenant Out-of-Pockets shall be made within thirty (30) days after the later to occur of (A) the effective date of the termination of this Lease pursuant to this Section 11.2(f), and (B) the date on which Landlord receives from Tenant reasonable supporting documentation for such costs (including copies of paid receipts). If Landlord fails to so reimburse Tenant for the Tenant Out-of-Pockets as required above then such amounts shall accrue interest at the Prime Lending Rate as published in the Wall Street Journal (or a similar financial news provider should the *Wall Street Journal* ceases publishing a prime rate, the prime rate as designated and announced from time to time by the bank in New York, New York, having the greatest assets) plus four percent (4%), commencing as of the due date therefor and continuing until the date such amounts are fully-repaid to Tenant, provided that any such rate shall not exceed the highest rate permitted by applicable law.

Notwithstanding the foregoing or any other provision of this Lease to the contrary, Landlord's remediation and/or reimbursement obligations under this Section 11.2(f) shall include without limitation the reimbursement of any costs incurred by Tenant in connection with the removal, temporary on-site storage, treatment and/or disposal of any Pre-Existing Contamination discovered upon the Premises by Tenant during its initial development thereof, which removal, storage, treatment and disposal has not been completed by Landlord or the Existing Tenant as part of Landlord's Site Work pursuant to this Section 11.2(f) and which may be required or necessary (i) in connection with Tenant's construction of its intended improvements on the Premises; (ii) as a condition precedent to the approval or issuance of any permit required for the construction of such improvements; or (iii) in order to comply with any applicable Environmental Laws, such reimbursable costs to include without limitation, the cost to transport any such soils, groundwater, facilities or materials to a properly permitted treatment facility for processing and/or disposal in compliance with any applicable Environmental Laws and/or the acceptance requirements of any such disposal or processing facility.

Notwithstanding anything to the contrary in this Section 11.2(f), Tenant and Landlord agree that the maximum cap on Landlord's payment of the Tenant Out-



of-Pockets and any other costs due under this Section 11.2(f) shall be One Hundred Thousand Dollars (\$100,000).

Landlord's reimbursement obligations under this Section 11.2(f) shall survive the expiration or earlier termination of this Lease.

## **ARTICLE XII. Insurance And Indemnification**

Section 12.1 Coverage. Tenant, at its sole cost and expense, shall obtain and maintain in effect as long as this Lease remains in effect and during such other time as Tenant occupies the Premises or any part thereof insurance policies in accordance with the following provisions:

(a) Commercial General Liability insurance policy, including insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, per occurrence, of not less than Two Million (\$2,000,000) Dollars, combined single limit, with respect to personal injury, bodily injury, including death, and property damage and Two Million (\$2,000,000) Dollars aggregate (occurrence form).

(b) All Risk Property insurance policy, including theft, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's Improvements, Facilities, Tenant's personal property, the Facilities, the UST System, the Ancillary System and any other contents and tenant betterments and improvements located on or hereafter constructed upon the Premises. Such insurance shall insure Landlord and Tenant, as their interests may appear. For purposes of clarification, Landlord's interest in the Premises is the land only on the Premises, and covering loss of income resulting from casualty such insurance shall insure.

(c) Worker's Compensation insurance policy offering statutory coverage and containing statutory limits, which policy shall also provide Employer's Liability Coverage of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

(d) Pollution Liability insurance policy in the amount of One Million (\$1,000,000) Dollars.

(e) Tenant agrees to indemnify, hold harmless and defend Landlord against any and all liability, including, but not limited to, liability for environmental, bodily or other injury, claims, losses, costs, demands, damages and legal or any other expense arising out of the supply of materials, services or labor for work performed on the Premises by any Tenant contractor, subcontractor or anyone else acting at the direction of Tenant.

(f) Notwithstanding anything set forth above in this Section 12.1 to the contrary, all dollar limits specified herein shall be increased from time to time as reasonably necessary and reasonably agreed upon by both Landlord and Tenant (both parties acting in good faith) to effect economically equivalent insurance coverage, or coverage deemed adequate in light of the existing circumstances.

(g) Except in the event Tenant elects to self-insure pursuant to the provisions of Section 12.4 below, all policies required of Tenant shall be maintained with companies duly licensed and qualified to do business in the State of Illinois and in form reasonably acceptable to Landlord and will be written as primary policy coverage and not contributing with, or in excess of, any coverage which Landlord shall carry. Such policies shall be provided on an occurrence form basis and shall include and, except for the coverage required under Section 12.1(b) above, shall identify Landlord and its managing agent as additional named insureds. Such policies shall also contain a waiver of subrogation provision and a provision stating that such policy or policies shall not be canceled, non-renewed, reduced in coverage or materially altered except after thirty (30) day's written notice, said notice to be given in the manner required by this Lease to Landlord. All such policies of insurance shall be effective as of the date Tenant occupies the Premises and shall be maintained in force at all times during the Terms of this Lease and all other times during which Tenant shall occupy the Premises. Tenant shall deliver certificates of insurance to Landlord prior to the Commencement Date.

Section 12.2 Tenant's Failure To Insure. If Tenant shall fail to obtain insurance as required under Section 12.1, Landlord may, but shall not be obligated to, obtain such insurance after written notice to Tenant and Tenant's failure to comply, and in such event, Tenant shall pay the premium and any other costs incurred for such insurance upon demand by Landlord.

Section 12.3 Compliance With Policies. Tenant will not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with the terms of any insurance policies covering the Premises, Improvements or Facilities and Tenant will, at its own expense, comply in its use of the Premises with all rules, regulations and requirements of the National Board of Fire Underwriters or any state or other similar body having jurisdiction.

Section 12.4 Self-Insurance. Due to the large number of locations that it occupies, Tenant may elect to self-insure and/or assume the risk of loss and liabilities on many risks, either through deductibles or straight self-insurance (collectively, "**self-insurance**"), provided that: (i) such self-insurance is maintained in a manner customary for similar locations in Tenant's program of risk management; and (ii) the self-insurance satisfies all obligations and coverages set forth in Section 12.1 of this Lease, Landlord agrees that Tenant may be a self-insurer. If a covered loss occurs, Tenant shall pay the amount of any deductible or self-insured retention to the party or parties entitled thereto. If Tenant does elect to self-insure, then upon Landlord's request which may be made no more frequently than on an annual basis, Tenant shall deliver to Landlord copies of any audits performed on the self-insurance program and such other documents necessary to verify adequate insurance reserves and compliance with any GAAP standards applicable to Tenant's self-insurance program.

Section 12.5 Intentionally Deleted.

Section 12.6 Tenant's Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its officers, employees and agents from and against any and all claims for damage to person or property arising from Tenant's use of the Premises or from the conduct of Tenant's business or from any activity done, permitted or suffered by Tenant in or about the Premises and

will further indemnify, defend and hold harmless Landlord from and against any and all claims, costs and expenses arising from any default in the performance of any of Tenant's obligations under the terms and conditions of this Lease, or arising from any act or omission of Tenant or any of Tenant's officers, employees, agents, contractors or invitees and from and against all costs, reasonable attorney fees, expenses and liabilities incurred by Landlord as a result of any such use, conduct, or from any activity done, permitted or suffered or any such breach, default or negligence. Tenant hereby assumes all risk of damage to property of Tenant or injury to persons in or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Notwithstanding anything to the contrary hereinabove contained, the indemnity by Tenant in this Section 12.6 shall not apply to any damage to person or property, claim, costs, expense, attorney's fees or liabilities to the extent caused by the grossly negligent acts or omissions or willful misconduct of Landlord, its employees, agents or contractors.

Section 12.7 Landlord's Indemnity. Landlord shall indemnify, defend and hold harmless Tenant, and its officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, losses, liabilities, costs and expenses, including, without limitation, reasonable legal and other professional and consulting expenses, which may be imposed upon, incurred by, or asserted against Tenant, its officers, employees, directors, employees, agents, and successors or assigns, by any other party or parties (including, without limitation, a government entity), that arise from, or are in any way related to: (i) Landlord's default in the performance of any of Landlord's obligations under the terms and conditions of this Lease; and (ii) any grossly negligent acts or omissions or willful misconduct of Landlord, or any of Landlord's employees, agents or contractors.

Section 12.8 Waiver Of Subrogation. Notwithstanding anything to the contrary contained in this Lease, Tenant and Landlord release each other and waive any right of recover, whether direct or by way of subrogation, against each other, their agents, officers and employees, for any loss of or damage to their respective property, which occurs in or about the Premises (regardless of the cause or origin, including negligence of either party, or their agents, officers or employees) to the extent that such loss or damage is covered under the insurance required hereunder. Tenant and Landlord agree to immediately give each insurance company providing insurance relating to this Lease, notice of the terms of these mutual waivers, and, if necessary, to have the insurance policies properly endorsed, so as to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this Section 12.8.

### **ARTICLE XIII. Subordination And Attornment**

Upon Tenant's request, Landlord, Tenant and Landlord's lender will execute a subordination agreement and attornment agreement which shall be similar in form and substance to Tenant's approved form thereof which is attached hereto and incorporated herein as **Exhibit B**. Tenant shall not be responsible for any fees or costs whatsoever associated with such subordination request. Likewise, Landlord may make a similar request of Tenant and Tenant shall agree to enter into such agreement upon the conditions set forth above.

#### **ARTICLE XIV. Landlord's Right To Perform Tenant's Obligations**

If Tenant defaults in the performance of any obligations under this Lease, Landlord (without being under any obligation to do so and without thereby waiving such default) may remedy such default for the account and, at the expense of Tenant. In case of an emergency, Landlord may immediately, and without notice to Tenant, remedy such default. In any other case, Landlord may remedy a default after giving written notice thereof to Tenant, and Tenant then fails to diligently and expeditiously pursue the remedy of such default. If Landlord makes any expenditures or incurs an obligation for the payment of money in connection with performing Tenant's obligations, such sums paid or obligations incurred will be paid to Landlord by Tenant on demand and with interest at the highest rate permitted by law.

#### **ARTICLE XV. Assignment and Subletting**

Section 15.1 Tenant may assign the Lease or sublet the entirety of the Premises without Landlord's prior written consent to any Permitted Transferee (defined herein) for any lawful purpose so long as Tenant is not in default of any provision of this Lease beyond any applicable notice and cure period(s) and so long as the subtenant or assignee agrees to be bound by or assume all obligations of the Lease. In the event of an assignment or sublet of all or a portion of the Premises to a non-Permitted Transferee (and except as expressly otherwise set forth), Landlord's prior written consent to such assignment or subletting is required, which consent will not be unreasonably withheld. In considering whether to grant such consent, Landlord may take into consideration all relevant facts surrounding the proposed sublease or assignment including, without limitation, the following factors: (a) the business reputation of the proposed assignee or subtenant and that of its officers, members, managers, directors and shareholders; (b) the nature of the business and the proposed use of the Premises by the proposed assignee or subtenant in relation to the tenant mix on the balance of Landlord's properties located within a one (1) mile radius of the Premises; (c) whether such assignment or sublease violates or conflicts with the rights or pre-existing use of any then-existing tenant or occupant on Landlord's properties located within a one (1) mile radius of the Premises; (d) the source of the rent due under this Lease, the financial condition and operating performance of the proposed assignee or subtenant and their guarantors, if any; and (e) the extent to which the proposed assignee or subtenant and Tenant provide Landlord with assurance of future performance hereunder including, without limitation, the payment of all Rent due under this Lease.

No subletting or assignment shall relieve Tenant of its obligations under the Lease to Landlord in the event of an uncured default by the subtenant or assignee. In any event, Tenant shall give Landlord written notice within thirty (30) days of any subletting or assignment, including for any Permitted Transferee. Landlord shall give similar written notice of any sale or assignment of its interest in this Lease to Tenant. The notice by either party shall include appropriate documentation evidencing the sale or assignment, including, but not limited to, copy of the recorded deed, copy of the assignment of lease and a W-9 form (if applicable).

As used herein, in the case of an assignment of this Lease, a "**Permitted Transferee**" means (i) any affiliate or franchisee of British Petroleum; (ii) any franchisee of Tenant; (iii) a subtenant whose use is in connection with or an extension of the services offered by Tenant; or

(iv) a person or entity to whom Tenant's interest in this Lease is transferred or conveyed as a result of a merger, consolidation or other reorganization of Tenant or a merger, consolidation or acquisition involving the majority of similar stores owned or operated by Tenant or its affiliate under the same d/b/a as Tenant located in the vicinity of the Premises (a "**Permitted Transfer**"); provided that: (x) Tenant, or the person or entity that controls Tenant, maintains more than fifty (50%) percent of the ownership in such new entity; (y) the new entity poses no greater environmental risk to the Premises than Tenant; and (z) Tenant delivers to Landlord an agreement from the assignee assuming each and every term, covenant and condition contained in this Lease.

## **ARTICLE XVI. Default**

### Section 16.1 Default by Tenant – Monetary.

(a) If Tenant defaults in the payment of Base Rent, Additional Rent or any other charges due of Tenant under this Lease (each a "**Monetary Default**"), or if any insolvency proceedings are filed against Tenant that are not discharged within sixty (60) days of filing, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure the Monetary Default within fifteen (15) days after receipt of such notice or if an insolvency proceeding is not discharged within such sixty (60) day period, Landlord may continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession.

(b) Upon the occurrence of a Monetary Default, Landlord shall be immediately entitled to recover without litigation being filed, or if litigation is needed to force recovery, all unpaid sums constituting the Monetary Default (and all subsequently occurring Monetary Defaults), plus Landlord's cost of collection, including reasonable attorney fees and costs plus interest at a rate of five (5%) percent per annum (the "**Default Rate**") on any sum due up until fully paid by Tenant. Landlord shall also be entitled to any and all remedies available at law or in equity, excluding the right to terminate the Lease unless a "Chronic Default" occurs as defined hereafter.

(c) During the period Tenant is in Monetary Default, Landlord can also enter the Premises and relet all, or any part of the Leased Premises, to third parties for Tenant's account. Reletting can be for a period shorter or longer than the remaining Lease Term. Tenant shall pay to Landlord the Base Rent, Additional Rent or any other charges due under this Lease as the obligation arises, less all compensation Landlord receives from any reletting. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, Tenant's right to assign or sublet the Premises shall be preserved.

(d) Notwithstanding the foregoing to the contrary in this Section 16.1, should Tenant be deemed to be in Chronic Default (as defined herein), Landlord shall have the right to terminate this Lease upon written notice to Tenant given no later than thirty (30) days after the end of the calendar year in which such Chronic Default occurred and Tenant shall have thirty (30) days to vacate the Leased Premises. Upon such termination for a Chronic Default, Landlord shall be entitled to recover from Tenant the total amount of unpaid Base Rent, Additional Rent and other charges due as of the termination date.

together with agreed-upon liquidated damages to be calculated based upon the Base Rent due for the remainder of the Lease Term or the Base Rent due for one (1) year, whichever is less. As used in this Lease, “**Chronic Default**” means that Tenant shall fail to pay Base Rent, Additional Rent or other charges due under this Lease on three (3) or more occasions during a calendar year, even though such defaults may have been timely cured or remedied pursuant to any cure or remedy rights provided in this Section 16.1 or other provisions of this Lease. If Landlord fails to exercise its right to terminate this Lease due to Tenant’s Chronic Default within thirty (30) days following the end of the subject calendar year, Landlord shall have waived its right to terminate for a Chronic Default for such calendar year. By way of example and not for purposes of limitation, if Tenant is deemed to be in Chronic Default for calendar year 2024 and Landlord fails exercise its right to terminate the Lease within thirty (30) days after December 31, 2024, then Landlord shall be deemed to have waived its right to terminate for a Chronic Default for calendar year 2024.

Section 16.2 Default by Tenant – Non-Monetary. If Tenant defaults in the performance of any non-monetary term, covenant or condition of this Lease, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure the default within thirty (30) days after receipt of the default notice, or if the default is of a character as to require more than thirty (30) days to cure and Tenant fails to commence to cure within thirty (30) days after receipt of the default notice and thereafter to diligently proceed to cure the default, then, in either event, Landlord may cure the default and Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord, including any reasonable attorney fees and costs incurred. Landlord may also seek any and all other remedies available to it, at law or in equity, arising out of the default, excluding the forfeiture of this Lease or of Tenant’s right of possession.

Section 16.3 Default by Landlord.

(a) Default-General. If Landlord defaults in the performance of any of the terms, covenants, and conditions of this Lease, Tenant shall promptly notify Landlord in writing. If Landlord fails to cure a default within thirty (30) days after receipt of the notice, or if the default is of a character as to require more than thirty (30) days to cure and Landlord fails to commence to cure within thirty (30) days after receipt of notice and to diligently proceed to cure the default, then, in either event, Tenant may: (i) cure the default and setoff or deduct any expense so incurred by Tenant from the Base Rent, Additional Rent, or any other charges otherwise due; and/or (ii) bring an action against Landlord, at law or in equity, arising out of the breach. Failure of Landlord to pay or reimburse any sums due Tenant under this Lease shall constitute a default by Landlord.

(b) Default-Specific. The remedies upon default described in Section 16.3(a) above will apply where a specific remedy for a breach or default has not been otherwise established in the Lease.

Section 16.4 No Waiver. The waiver of a breach of any provision, term or condition of this Lease will not be taken to be a waiver of any subsequent breach of the same or any other provision, term or condition. The acceptance of Rent by Landlord will not be a waiver of any preceding breach by Tenant of any provision hereof, or Landlord’s right to receive the full Rent hereunder, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance

of such Rent. Tenant's liability hereunder shall not be terminated by the execution by Landlord of any new lease for all or any portion of the Premises or the acceptance of Rent from any assignee or subtenant.

Section 16.5 Remedies Not Exclusive. All rights and remedies of both Tenant and Landlord set forth in this Lease shall be cumulative, and none shall exclude any other right of remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums shall mature hereunder. The failure of both parties hereto to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future, of such covenant, term, condition, right or option, but the same shall continue and remain in full force and effect unless the contrary is expressed by Landlord in writing.

Section 16.6 Limitation Of Damages. Notwithstanding anything in this Lease or any rights otherwise granted pursuant to applicable law to the contrary, if Landlord defaults or is in breach of any of the terms, covenants, and conditions of this Lease to be observed, honored, or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the Premises and to the proceeds of any applicable insurance maintained by Landlord for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies. Notwithstanding any other provision of this Lease to the contrary, in no event shall any party be entitled to punitive, consequential, incidental or special damages as a result of the acts and/or omissions of the other.

#### **ARTICLE XVII. Holdover**

Tenant agrees to vacate the Premises at the end of the Term, or earlier termination thereof, and Landlord shall be entitled to the benefit of all summary proceedings to recover possession of the Premises at the end of the Term. If Tenant remains in possession of the Premises after the expiration of the Term, such action shall not renew this Lease by operation of law and nothing herein shall be deemed as a consent by Landlord to Tenant's remaining in the Premises. If Tenant fails to vacate the Premises as required, Landlord may consider Tenant as a "Tenant-Holding Over" liable for an amount equal to one hundred fifty (150%) percent of the monthly amount of Rent payable by Tenant pursuant to the terms of this Lease and any amendment thereto, on the last day of the Term, as the case may be. In either event, all other covenants of this Lease shall remain in full force and effect.

#### **ARTICLE XVIII. Covenant Of Quiet Enjoyment**

Landlord covenants that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions of this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises through the Term of this Lease.

**ARTICLE XIX. Intentionally Deleted**

**ARTICLE XX. Leasehold Mortgage and Non-Disturbance**

Tenant shall have the right, with prior notice and the written consent of Landlord, which consent shall not be unreasonably conditioned, delayed or withheld, to mortgage its leasehold interest in the Premises and the structures located and to be located thereon. Assuming written consent has been given by Landlord, if requested in writing by Tenant or its Mortgagee (“Mortgagee”), Landlord shall, simultaneous with giving any notice of default pursuant to the terms of this Lease to Tenant, also deliver a copy of such notice to Mortgagee. Mortgagee, within the period and otherwise as herein provided, shall have the right to remedy such default or cause the same to be remedied and Landlord shall accept such performance by or at the instance of Mortgagee as if the same had been performed by Tenant. For the purposes of this Article, no default shall be deemed to exist under the terms of this Lease regarding the observance or performance of the obligations incumbent upon Tenant hereunder if action shall be commenced and be diligently pursued to completion by or for the Mortgagee within the time permitted under this Lease for Tenant to cure the same or such period of time as shall be reasonably required therefor (as to any action other than the payment of money). Any notice that Landlord shall desire or is required to give to or serve upon Mortgagee under the provisions hereof shall be in writing and shall be addressed to Mortgagee at the address as set forth in the mortgage or in the last assignment thereof delivered to Landlord pursuant to this Article or at such other address as shall be designated by Mortgagee by notice given to Landlord. Any notice which Mortgagee shall desire or is required to give or serve upon Landlord shall be given in the same manner as other notices are required to be given hereunder by Tenant to Landlord. At the request of Tenant of Mortgagee, Landlord, within thirty (30) days of such request, shall enter into an agreement with Mortgagee setting forth the rights and obligations of this Section.

**ARTICLE XXI. Landlord’s Marketing Of Premises**

During the last year of the Term, Landlord reserves the right to enter the Premises at such reasonable hours and times, provided Landlord has given twenty four (24) hour advance written notice to Tenant, as are required or necessary in order for Landlord to market and/or show the Premises to prospective tenants or purchasers, and to display during the last nine (9) months of the Term “For Rent” or similar signage at the Premises, excluding the walls, façade, windows or doors of the Building. Any marketing efforts by Landlord shall clearly indicate that the Premises is the land only. The exercise by Landlord of any of its rights under this Article shall not be deemed an eviction or disturbance of Tenant’s use and/or possession of the Premises.

**ARTICLE XXII. Notices**

Any notice, election or other communication which is required to be given, or which may be given, pursuant to this Lease, shall be in writing and shall be given by any of the following: (i) hand delivery (with the recipient giving a signed and dated receipt therefor); (ii) by certified mail, return receipt requested; or (iii) by nationally recognized overnight delivery service. Any such communication given by hand delivery shall be deemed given and received when actually delivered, as evidenced by the written receipt obtained on such delivery. Any such communication



given by certified mail, return receipt requested, shall be deemed given when deposited in the U.S. Mail with postage prepaid, and properly addressed to the intended recipient at the address set forth below, or at such other address of which written notice has been given in accordance with this Article, and shall be deemed received when actually received, as evidenced by the return receipt, or when delivery was first attempted, if delivery is refused or not accepted. Any such communication given by nationally recognized overnight delivery service shall be deemed given when accepted for delivery by such delivery service, and properly addressed to the intended recipient at the address set forth below, or at such other address of which notice has been given pursuant to this Article, and shall be deemed received on the following, regularly scheduled delivery date of such service.

Landlord: KFP Family Associates, L.P.  
c/o Melia C. Linardos  
550 Renee Court  
Geneva, IL 60134

Tenant: Thorntons LLC  
2600 James Thornton Way  
Louisville, Kentucky 40245  
Attention: Chief Development Officer – LEGAL NOTICED ENCLOSED

Copy To: Thorntons LLC  
2600 James Thornton Way  
Louisville, Kentucky 40245  
Attention: Chief Legal Officer – LEGAL NOTICED ENCLOSED

### **ARTICLE XXIII. Non-Competition**

Section 23.1 Scope and Duration. Neither Landlord, nor any subsidiary, affiliate, member, partner or officer of Landlord shall, for a period of five (5) years from the Commencement Date, except with Tenant's express written consent, which consent may be granted or withheld in Tenant's sole and exclusive discretion:

(a) directly or indirectly, either alone or in conjunction with any other individual, entity or person, whether as a stockholder, partner, member, manager, joint venturer, investor, consultant or in any other capacity whatsoever, develop, finance, advise, assist or be a party to or in any manner affiliated with, own, operate, let property for the operation of, manage, act as a consultant for any owner of, or serve as an employee of any retail fuel outlets and/or convenience stores anywhere within a one-half mile (1/2 mile) radius of the Premises;

(b) directly or indirectly, either alone or in conjunction with any other individual, entity or other person, (i) induce or attempt to induce any customer, supplier, distributor or other business relation of Landlord or Tenant with whom Landlord or Tenant has or has had relationships, directly or indirectly, to curtail or cancel business with Tenant;

or (ii) otherwise in any way interfere with the relationship between Tenant and any of its customers, suppliers, distributors or other business relations;

(c) directly or indirectly, either alone or in connection with any other individual, entity or person, induce or attempt to induce any employee of Tenant to leave the employ of Tenant; or employ or otherwise engage the services of any employee of Tenant; or otherwise in any way interfere with the relationship between Tenant and any of its employees; or

Section 23.2 Succession. This Article XXIII shall be binding upon any successor to Landlord after the Commencement Date (whether by merger, consolidation, purchase of capital stock or purchase of all or substantially all assets).

Section 23.3 Parties' Acknowledgment. Landlord, its subsidiaries, affiliates, members, partners and officers agree that the terms of Article XXIII are reasonable with respect to their duration and geographical area and scope. In the event of any breach of any covenant set forth in this Article XXIII is adjudicated to have occurred, the term of such covenant will be extended by the period of the duration of such breach.

Section 23.4 Severability. All of the covenants in this Article XXIII shall be construed as agreements independent of any other provision of this Lease or any other agreement between or among any of the parties hereto, and the existence of any claim or cause of action by any party hereto against any other party, whether predicated on this Lease or otherwise, shall not constitute a defense to the enforcement of this Article XXIII, and no material or other breach of any contractual or legal duty by any party hereto shall be held sufficient to excuse or terminate any party's obligations under this Article XXIII or to preclude Tenant from obtaining injunctive relief as aforesaid.

Section 23.5 Termination. The provisions of this Article XXIII shall only be effective and enforceable so long as Tenant, or its permitted successors and assigns, are operating the Permitted Use from the Premises. In the event Tenant or its permitted successors and assigns are not operating the Premises for the Permitted Use, the covenants, terms, and conditions set forth in this Article XXIII automatically shall be deemed to be terminated, null and void, and of no further force and effect.

#### **ARTICLE XXIV. Miscellaneous Provisions**

Section 24.1 Captions. The captions in this Lease are inserted for reference only and do not define or limit the scope of this Lease or any provision thereof.

Section 24.2 Severability. If any provision of this Lease is held invalid or unenforceable, then such provision shall be deemed to be modified to the extent and in the manner necessary to render it valid and enforceable or if the provision cannot be so modified, it shall be deemed stricken from this Lease and not be held to affect any other provision hereof.

Section 24.3 No Recording. This Lease shall not be recorded; provided, however, upon request of either party at any time, the parties will execute and acknowledge a short-form or

memorandum relating to this Lease for recording and from time to time an amendment to the Lease specifying the exact term of this Lease, any purchase option or right of first refusal granted herein, a definite legal description of the Premises, any other material provisions desired by either party, and the substance of any material amendments.

Section 24.4 Estoppel. Each party, upon the written request of the other, shall execute, acknowledge and deliver to the requesting party, or any financial institution or other party having or acquiring an interest, a statement in writing certifying to relevant information concerning this Lease which is substantially similar in form and substance to the estoppel certificate form attached hereto and incorporated herein as Exhibit I. Such estoppel certificates will be executed and delivered within ten (10) days after request.

Section 24.5 Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

Section 24.6 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, and venue shall be deemed proper in the Sixteenth Judicial Circuit Court, Kane County.

Section 24.7 Benefit. This Lease will be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

Section 24.8 Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and supersedes all prior leases, agreements, understandings, communications and discussions, whether oral or written. This Lease may be amended only by a written instrument signed by both Landlord and Tenant.

Section 24.9. Force Majeure. Neither party shall be required to perform any term, covenant or condition of this Lease so long as the performance is delayed or prevented by “**Force Majeure Events**” constituting any acts of God, strike, lockout, material or labor shortage or restriction, civil riot, enemy action, war, acts of terrorism, civil commotion, moratorium and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable to prevent or overcome. Notwithstanding the foregoing, the provisions of this Section 24.9 shall not be deemed to preclude the Tenant’s obligations in the payment of Base Rent, or any other charges or obligations under the Lease as those Rent obligations become due and payable by Tenant. The occurrence of a Force Majeure Event will extend day-to-day the relevant date in question but only if, within thirty (30) days after the end of the event causing the delay, the party seeking the delay notices the other party in writing of the nature of the cause for the delay and the actual extension requested.

Section 24.10 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original for all purposes, but, collectively, constitute one and the same Lease.

Section 24.11 Calculation Of Time Periods. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a day occurring on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day. For purposes of calculating additional time periods following such due date, any such extended time period shall thereafter be deemed to have expired on the extended due date, and not the due date of original expiration before taking into account the weekend or legal holiday. As used herein, if a day is to be considered a "calendar day" (any day of the week, month or year) unless otherwise specified as a "business day" (the days between and including Monday to Friday and not including public holidays and weekends).

Section 24.12 No Construction Against Preparer. This Lease has been prepared by Tenant and its professional advisors and reviewed by Landlord and its professional advisors. Landlord, Tenant and their separate advisors believe that this Lease is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in its preparation.

Section 24.13 Waiver of Landlord's Lien. Landlord hereby waives any statutory liens and any rights of distress with respect to the personal property (trade fixtures, equipment and merchandise) of Tenant from time to time located on the Premises ("**Tenant's Property**"). This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant's Property. Respecting any lender of Tenant having a security interest in Tenant's Property ("**Tenant's Lender**"), Landlord agrees as follows: (i) to provide Tenant's Lender, upon written request of Tenant (accompanied by the name and address of Tenant's Lender), with a copy of any default notice(s) given to Tenant under this Lease; and (ii) to allow Tenant's Lender, prior to any termination of this Lease or repossession of the Premises by Landlord, the same period of time, after its receipt of such copy of default notice, to cure such default as is allowed Tenant under this Lease; and (iii) to permit Tenant's Lender to go upon the Premises for the purpose of removing Tenant's Property anytime within twenty (20) days after the effective date of any termination of this Lease or any repossession of the Premises by Landlord (with Landlord having given Tenant's Lender prior written notice of such date of termination or repossession). Landlord further agrees to execute and deliver such instruments reasonably requested by Tenant's Lender from time to time to evidence or effect the aforesaid waiver and agreements of Landlord. Nothing within this Section 24.12 shall be deemed to in any way diminish, abrogate or relieve Tenant and Tenant's Lender from fully complying with Section 7.2 of this Lease.

Section 24.14 WAIVER OF JURY TRIAL. **THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS**

**PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.**

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives the day and year first above written.

**LANDLORD:**

**KFP FAMILY ASSOCIATES, L.P.,**  
an Illinois limited partnership

By: Kacheres Management Company, L.L.C.  
Its: General Partner

By: Melia C. Linardos  
Melia C. Linardos  
Its Member and President

By: Georgia Mangos Darras  
Georgia Mangos Darras  
Its Member and Second Vice-President

**TENANT:**

**THORNTONS LLC,**  
a Delaware limited liability company

By: [Signature]  
Rodney Loyd, Chief Development  
Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2024

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).

<b>PRODUCER</b> MARSH USA LLC. 500 Dallas St., Suite 1500 Houston, TX 77002 Attn: Houston.Certs@marsh.com / Fax: 212-948-0509		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Thorntons LLC, including Thornton Transportation LLC Fresh Serve Bakeries LLC 2600 James Thornton Way Louisville, KY 40245		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Old Republic General Insurance Corp.		24139
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
CN102804590-Thor-Thiq-23-24		INSURER F :		

**COVERAGES**    **CERTIFICATE NUMBER:** HOU-004083235-01    **REVISION NUMBER:** 1

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 <input checked="" type="checkbox"/> LIQUOR LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY-316401-23	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB-316402-23 (AOS)	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC-316400-23	07/01/2023	07/01/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Location 221362 Thorntons Store #362 located at 739 N. Lake Street Mundelein, IL 60060

<b>CERTIFICATE HOLDER</b> Village of Mundelein 300 Plaza Circle Mundelein, IL 60060	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
--	--



**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA LLC		NAMED INSURED Thornlons LLC, including Thornton Transportation LLC Fresh Serve Bakeries LLC 2600 James Thornton Way Louisville, KY 40245	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Certificate holder is included as an additional insured (Except Workers' Compensation), but only to the extent required by written contract. Coverage is Primary And Non-Contributory, but only as required by written contract. A Waiver of Subrogation applies in favor of the Certificate Holder.



## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

---

# Illinois BASSET SELLER / SERVER CERTIFICATION


**Trainee Name:** DAMON CULBERTSON

**Certificate #:** 000019614611

**Date of Completion:** 11/07/2021

**School Name:**

**360training.com dba Learn2Serve**

I,   
certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

This course provides necessary  
knowledge and techniques for the  
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to [support@360training.com](mailto:support@360training.com)



**Corporate Headquarters**

5000 Plaza on the Lake, Suite 305  
Austin, TX 78746  
Phone: 877.881.2235

---

# Illinois BASSET SELLER / SERVER CERTIFICATION


**Trainee Name:** Chris DeRosa

**Certificate #:** 000021217743

**Date of Completion:** 11/22/2022

**School Name:**

**360training.com dba Learn2Serve**

I,   
certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

This course provides necessary  
knowledge and techniques for the  
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to [support@360training.com](mailto:support@360training.com).



**Corporate Headquarters**

5000 Plaza on the Lake, Suite 305

Austin, TX 78746

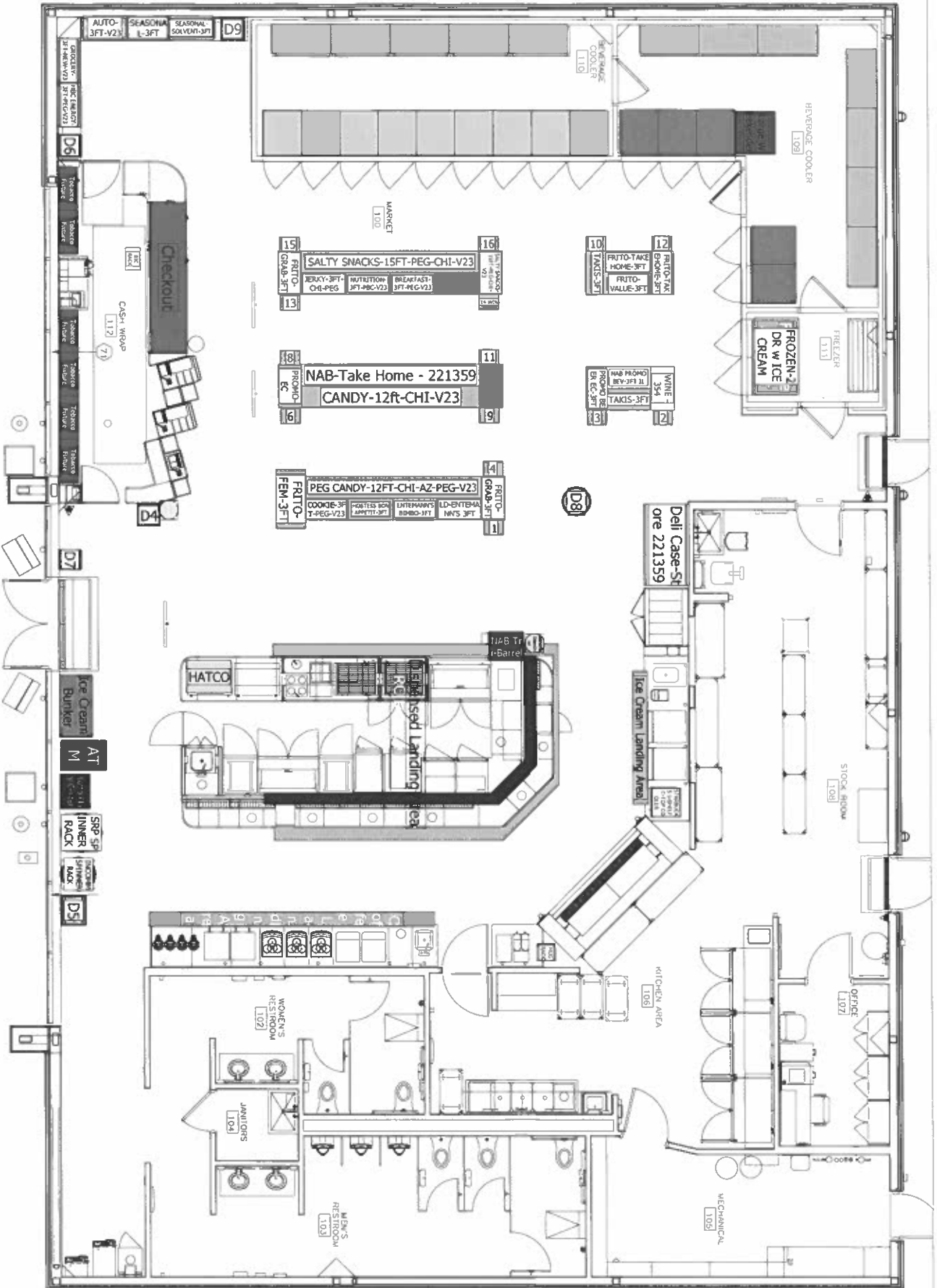
Phone: 877.881.7235



Store # 359

2520 EAST MAIN STREET  
ST. CHARLES, IL 60174

**THORNTONS**



## **Business Plan for Thorntons Fuel and Convenience Store – Site 359**

### **1. Executive Summary:**

***Business Name:*** Thorntons LLC

***Location:*** 2520 East Main Street St. Charles, IL 60174

*Business Concept:* Thorntons aims to provide fuel and convenience services to the residents and commuters in the St. Charles, IL area. With a strategic location, a wide range of convenience products, and competitive pricing, the store will become a go-to destination for customers seeking quality goods and services.

### **2. Business Description:**

*2.1 Mission Statement:* Thorntons is dedicated to offering convenience, quality products, and excellent service, enhancing the lifestyle of our customers.

*2.2 Business Goals:*

- Become the preferred choice for fuel and convenience needs in the St. Charles area.
- Maintain a clean, safe, and welcoming environment.
- Maintain a site that complies with all state and local laws and regulations.
- Establish strong relationships with local suppliers to ensure quality and freshness of products.
- Implement eco-friendly practices to minimize environmental impact.
- **NO LIVE MUSIC AT THIS SITE.**
- **NO OUTDOOR SEATING AT THIS SITE.**

### **3. Products and Services:**

*3.1 Fuel:* Offer a variety of high-quality fuels, including unleaded, diesel, and premium options, at competitive prices.

*3.2 Convenience Store:* Provide a diverse range of convenience items, such as snacks, beverages, groceries, personal care products, and automotive supplies.

***3.3 Menu and Additional Services:***

- Freshly brewed coffee and snacks

- Fresh food (packaged - hamburgers, hot dogs, chicken sandwiches, pizza, breakfast sandwiches and burritos, deli sandwiches)
- Fresh bakery (Cookies, pastry, donuts)
- Center of store packaged goods (candy, chips, bakery, etc.)
- Condiment bar (food and coffee)
- Dairy products
- Deli products
- Alcoholic packaged beverages
- Non-alcoholic packaged beverages
- Tobacco products
- Lottery ticket sales
- Fuel services
- Atm services
- Carwash

## **6. Operations Plan:**

*6.1 Store Layout:* Design an efficient and customer-friendly store layout that maximizes product visibility and ease of navigation, and ADA compliant.

*6.2 Staffing:* Hire experienced and customer-oriented staff for various roles, including cashiers, fuel attendants, and maintenance personnel.

***6.3 Hours of Operation:* Operate seven days per week, 24 hours per day.**

## **9. Conclusion:**

Thorntons is poised to become a prominent player in the fuel and convenience retail sector in St. Charles, IL. With a strategic location, a diverse range of products, and a commitment to exceptional service, the store is well-positioned for success.

This business plan serves as a roadmap for the establishment and growth of Thorntons Convenience Stores, ensuring a solid foundation for long-term success.

Date: 1/3/2024

  
\_\_\_\_\_  
Julie Bernardi – Licensing and Registration Manager

## 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 Joy CRISS

Title Indirect Tax & Licensing Manager

Business Name Thorntons #359

Address 2520 East Main Street

Joy Criss  
Signature

1-4-2024  
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: *Thorntons LLC*  
DBA: *Thorntons #359*  
Phone:                      Fax:                      E-mail: *store.221359@mythorntons.com*  
Address: *2520 East Main Street*  
City: *St. Charles*                      State: *IL*                      ZIP Code: *60174*  
Expected date of business opening (Required): *2/16/2024*

**TAX PREPARER INFORMATION**

Name of Tax Preparer: *Tina Kirby, Tax Senior Manager*  
Phone: *409-655-4251*                      Fax: *n/a*                      E-mail: *tina.kirby@bp.com*

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

**STATE OF ILLINOIS RETAILER'S LIQUOR LICENSE APPLICATION,  
THORNTONS LLC  
License History**

<b>Store</b>	<b>Address</b>	<b>Local License</b>	<b>State License</b>
1	2250 STATE ST. NEW ALBANY, IN 47150	None	IN Beer & Wine Permit
7	2640 MANNHEIM RD. FRANKLIN PARK, IL 60131	Village of Franklin Park Class E License	Illinois Liquor Permit
11	401 W. COURT AVE. JEFFERSONVILLE, IN 47130	None	IN Beer & Wine Permit
20	4500 S. THIRD ST. LOUISVILLE, KY 40214	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
21	2700 FERN VALLEY RD. LOUISVILLE, KY 40213	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
22	202 EAST TENTH ST JEFFERSONVILLE, IN 47130	None	IN Beer & Wine Permit
24	3726 TAYLORSVILLE RD. LOUISVILLE, KY 40220	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
26	14101 SHELBYVILLE RD. LOUISVILLE, KY 40245	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
27	2007 BROWNSBORO RD. LOUISVILLE, KY 40206	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
28	100 WEST BROADWAY LOUISVILLE, KY 40202	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY

31	12412 LAGRANGE RD. LOUISVILLE, KY 40245	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
34	605 LYNDON LANE LOUISVILLE, KY 40222	City Of Lyndon A.B.C. (Retail Beer and Extended Hours)	A.B.C. License-KY
36	4600 WINCHESTER PIKE COLUMBUS, OH 43232	None	Ohio Liquor License Class C1 and C2
38	802 N. BROADWAY LEXINGTON, KY 40508	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY
39	524 LEXINGTON RD. VERSAILLES, KY 40383	None	A.B.C. License-KY (Retail Beer)
41	5318 PRESTON HIGHWAY LOUISVILLE, KY 40213	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
46	4731 West Highway 146 Buckner, KY 40010	Oldham County (NQ-Retail Malt Beverage License)	A.B.C. License-KY
47	2980 HWY. 62 EAST JEFFERSONVILLE, IN 47130	None	IN Beer & Wine Permit
48	1311 VERSAILLES RD. LEXINGTON, KY 40504	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY
49	11710 S. DIXIE HWY. LOUISVILLE, KY 40272	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
50	4520 DIXIE HIGHWAY LOUISVILLE, KY 40216	City of Shively Retail (Malt & Ext. Hrs License)	A.B.C. License-KY
51	2300 WOODHILL DR. LEXINGTON, KY 40509	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY

52	1040 GEORGETOWN RD. LEXINGTON, KY 40511	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY
53	2291 ELKHORN DR. LEXINGTON, KY 40505	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY
54	4154 BARDSTOWN RD. LOUISVILLE, KY 40218	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
56	8400 DIXIE HIGHWAY LOUISVILLE, KY 40258	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
57	10320 WESTPORT RD. LOUISVILLE, KY 40241	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
60	3320 PRESTON HIGHWAY LOUISVILLE, KY 40213	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
61	2000 SEVENTH STREET RD. LOUISVILLE, KY 40208	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
63	2568 W. NORTH BEND RD. CINCINNATI, OH 45239	None	Ohio Liquor License Class C1, C2 and D6
64	3909 HIGHWAY 31E CLARKSVILLE, IN 47129	None	IN Beer & Wine Permit
65	4530 READING RD. CINCINNATI, OH 45229	None	Ohio Liquor License Class C1, C2 and D6
66	1771 NORTON RD. GALLOWAY, OH 43119	None	Ohio Liquor License Class C1 and C2
67	4360 NEWBERRY DR. BATAVIA, OH 45103	None	Ohio Liquor License Class C1 and C2
70	4990 W. BROAD ST. COLUMBUS, OH 43228	None	Ohio Liquor License Class C1 and C2
72	7601 INDUSTRIAL RD. FLORENCE, KY 41042	City of Florence A.B.C. license Malt Beverage Retail License	A.B.C. License-KY

73	3045 DIXIE HIGHWAY EDGEWOOD, KY. 41018	City of Edgewood-A.B. License Package Malt Beverage License	A.B.C. License-KY
74	1030 READING RD. MASON, OH 45040	None	Ohio Liquor License Class C2, C2X and D6
75	664 RIVERSIDE DR. HAMILTON, OH 45011	None	Ohio Liquor License Class C1 and C2
78	2665 S. STATE RD. 46 TERRE HAUTE, IN 47803	None	IN Beer & Wine Permit
79	2855 HIGHWAY #41 HENDERSON, KY 42420	City Of Henderson Liquor License (Malt Beverages)	A.B.C. License-KY
80	2330 SOUTH THIRD ST. TERRE HAUTE, IN 47802	None	IN Beer & Wine Permit
82	2401 MORGAN AVE. EVANSVILLE, IN 47711	None	IN Beer & Wine Permit
83	701 S. GREEN RIVER RD. EVANSVILLE, IN 47715	None	IN Beer & Wine Permit
84	813 N. ST. JOSEPH EVANSVILLE, IN 47712	None	IN Beer & Wine Permit
85	114 ROSENBERGER AVE. EVANSVILLE, IN 47712	None	IN Beer & Wine Permit
86	1000 N. GREEN ST. HENDERSON, KY 42420	City Of Henderson Liquor License (Malt Beverages)	A.B.C. License-KY
87	2000 U.S. 41 NORTH HENDERSON, KY 42420	City Of Henderson Liquor License (Malt Beverages)	A.B.C. License-KY
88	6300 MORGAN AVE. EVANSVILLE, IN 47715	None	IN Beer & Wine Permit
89	441 REDDING RD. LEXINGTON, KY 40517	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY
90	1120 WINCHESTER RD. LEXINGTON, KY 40505	Lexington-Fayette County A.B.C. License (Retail Beer)	A.B.C. License-KY
92	1830 MIDLAND TRAIL RD. SHELBYVILLE, KY 40065	City of Shelbyville Liquor License (Retail Beer)	A.B.C. License-KY
93	1501 DIXIE HIGHWAY	Lou-Metro Alcoholic Beverage	A.B.C. License-KY

	LOUISVILLE, KY 40210	(Malt Beverage + Extended Hours)	
94	1804 NEW BLANKENBAKER LOUISVILLE, KY 40299	Lou-Metro Alcoholic Beverage City of Jeffersontown A.B.C. (Malt Beverage + Extended Hours)	A.B.C. License-KY
95	13314 SHELBYVILLE RD. LOUISVILLE, KY 40223	Lou-Metro Alcoholic Beverage City of Middletown Malt Beverage Lic. (Malt Beverage + Extended Hours)	A.B.C. License-KY
96	4516 POPLAR LEVEL RD. LOUISVILLE, KY 40213	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
97	4500 SHELBYVILLE RD. LOUISVILLE, KY 40207	Lou-Metro Alcoholic Beverage City of St. Matthews A.B.C. Lic (Malt Beverage + Extended Hours)	A.B.C. License-KY
98	4136 CANE RUN RD. LOUISVILLE, KY 40216	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
111	12052 S. WESTERN AVE. BLUE ISLAND, IL 60406	City of Blue Island Class BB License	Illinois Liquor Permit
112	14805 S. CICERO AVE. OAK FOREST, IL 60452	Village of Midlothian Class B License	Illinois Liquor Permit
114	180 E. ROLLINS RD. ROUND LAKE BEACH, IL 60073	Village of Round Lake Beach Class B License	Illinois Liquor Permit
115	800 NORTHWEST HIGHWAY CARY, IL 60013	Village of Cary Liquor License Class B License	Illinois Liquor Permit
119	2265 W. ALGONQUIN LAKE IN THE HILLS, IL 60156	Village of Lake in the Hills Liquor Lic  Class B License	Illinois Liquor Permit
124	15918 S. WEBER  CREST HILL, IL. 60435	City of Crest Hill Liquor License  Class E License	Illinois Liquor Permit
125	2800 Ogden Avenue Aurora, IL 60403	City of Aurora Class G-1 License	Illinois Liquor Permit
128	2171 S. 8TH ST. WEST DUNDEE, IL 60118	Village of West Dundee Class CCC License	Illinois Liquor Permit

129	2201 N. Green Bay Rd. Waukegan, IL 60087	City of Waukegan Class B-1 License	Illinois Liquor Permit
137	10559 S. HARLEM CHICAGO RIDGE, IL 60415	Village of Chicago Ridge Liquor License Class B License	Illinois Liquor Permit
139	418 S. LINCOLN WAY  N. AURORA, IL 60542	Village of North Aurora Liquor License  Class E License	Illinois Liquor Permit
141	2115 HARTFORD AVE. PLAINFIELD, IN 46168	None	IN Beer & Wine Permit
151	7920 BARDSTOWN RD. LOUISVILLE, KY 40291	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
152	10501 DIXIE HIGHWAY LOUISVILLE, KY 40272	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
153	13302 W. Highway 42  Prospect, KY 40059	Oldham County (NQ-Retail Malt Beverage Package License)	A.B.C. License-KY
154	3300 BARDSTOWN RD. LOUISVILLE, KY 40218	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
155	8405 NATIONAL TURNPIKE LOUISVILLE, KY 40214	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
156	1401 STATE ROUTE 111 NEW ALBANY, IN. 47150	None	IN Beer & Wine Permit
157	1335 HURSTBOURNE LN.  LOUISVILLE, KY. 40222	Lou-Metro Alcoholic Beverage  City of Jeffersontown Liquor License (Malt Beverage + Extended Hours)	A.B.C. License-KY
158	4900 BROWNSBORO RD LOUISVILLE, KY 40222	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
159	4740 Chamberlain Ln. Louisville, KY 40241	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
160	9200 Preston Highway Louisville, KY 40229	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY

161	7515 Shelbyville Road Louisville, KY 40222	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
162	9400 Westport Road Louisville, KY 40223	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
163	3255 Bardstown Road Louisville, KY 40241	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
165	4170 TAYLOR BLVD. LOUISVILLE, KY 40215	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
169	7101 Greenridge Farm Drive Louisville, KY 40219	Lou-Metro Alcoholic Beverage (Malt Beverage + Extended Hours)	A.B.C. License-KY
301	5900 S. HARLEM AVE. SUMMIT, IL 60501	Village of Summit Liquor License \$1200 Liquor License	Illinois Liquor Permit
304	598 E. WASHINGTON STREET ROUND LAKE PARK, IL 60073	Village of Round Lake Park Liquor License  Class D-1 License	Illinois Liquor Permit
306	100 Dundee Ave. East Dundee, IL 60118	Village of East Dundee Liquor License Class B-4 License	Illinois Liquor Permit
307	110 W. Devon Ave WOOD DALE, IL 60191	City of Wood Dale Liquor License Class GS	Illinois Liquor Permit
308	34225 N. US 45 Third Lake, IL 60030	Village of Third Lake Liquor License Class E	Illinois Liquor Permit
309	28937 West IL Route 120 Lakemoor, IL 60051	Village of Lakemoor Class C	Illinois Liquor Permit
310	205 SOUTH ROUTE 12 VOLO, IL 60020	Village of Volo (If A License) (If G License)	Illinois Liquor Permit
311	27905 W. Highway 176 Island Lake, IL 60042	Village of Island Lake Liquor License	Illinois Liquor Permit
313	East Grand Ave. Fox Lake, IL	Village of Fox Lake A-5 Liquor License	Illinois Liquor Permit
315	2609 Farnsworth Avenue Aurora, IL 60405	City of Aurora Class G-1 License	Illinois Liquor Permit
316	2095 E. Algonquin Road Algonquin, IL 60102	Village of Algonquin Liquor License Class B-2 License	Illinois Liquor Permit



317	2330 Burr Oak Ave (127th St) BLUE ISLAND, IL 60406	City Of Blue Island Class BB License	Illinois Liquor Permit
319	24144 W. Eames Street Channahon, IL 60410	Village of Channahon Liquor License	Illinois Liquor Permit
320	476 North York Rd.	City of Elmhurst Liquor License	Illinois Liquor Permit
328	1600 N. Rand Road	City of Prospect Heights	Illinois Liquor Permit
329	1321 N Joliet Road	Village of Romeoville	Illinois Liquor Permit
330	3503 S. Cicero Ave	Town of Cicero	Illinois Liquor Permit
331	13555 Willowbrook Rd. Roscoe, IL	Village of Roscoe Class C Liquor License	Illinois Liquor Permit
334	14840 S. Western Avenue, Posen, IL	Village of Posen Class A Liquor License	Illinois Liquor Permit
336	25451 S. Ridgeland Ave., Monee, IL	Village of Monee	Illinois Liquor Permit
337	8012 W. 111 <sup>th</sup> St., Palos Hills, IL 60465	City of Palos Hills	Illinois Liquor Permit
342	11975 Route 47, Huntley, IL 60142	Village of Huntley Class D-1 Liquor License	Illinois Liquor Permit
343	911 Tek Drive Crystal Lake, Ill 60014	City of Crystal Lake	Illinois Liquor Permit
344	2108 W. Route 120 McHenry, IL 60051	City of McHenry – Class C	Illinois Liquor Permit
347	104 S Northwest Highway Cary IL 60013		
349	1487 N. HENDERSON STREET GALESBURG, IL 61401	City of Galesburg Liquor License Class C License	Illinois Liquor Permit
350	457 S. MAIN STREET CREVE COEUR, IL 61610	Village of Creve Coeur Class L License	Illinois Liquor Permit
351	107 W. SPRING CREEK ROAD E. PEORIA, IL 61611	County of Tazewell County Liquor License Class B License	Illinois Liquor Permit
352	2255 E. WASHINGTON STREET E. PEORIA, IL 61611	City of East Peoria Liquor License Class D License	Illinois Liquor Permit
360	906 N. MAIN STREET BLOOMINGTON, IL 61701	City of Bloomington Liquor License GPBS License	Illinois Liquor Permit
361	1011 N. HERSHEY ROAD BLOOMINGTON, IL 61704	City of Bloomington Liquor License GPBS License	Illinois Liquor Permit
364	102 WEST ETNA ROAD OTTAWA, IL. 61350	City of Ottawa Liquor License Class C License	Illinois Liquor Permit

365	1810 N. BLOOMINGTON STREET STREATOR, IL 61364	City of Streator Liquor License Class C License	Illinois Liquor Permit
366	948 W. REYNOLDS STREET PONTIAC, IL 61764	City of Pontiac Liquor License Class B License	Illinois Liquor Permit
367	420 W. DEARBORN STREET HAVANA, IL 62644	City of Havana Liquor License Class B License	Illinois Liquor Permit
368	511 KEOKUK STREET LINCOLN, IL 62656	City of Lincoln Liquor License Class A License	Illinois Liquor Permit
369	2903 WOODLAWN ROAD LINCOLN, IL 62656	City of Lincoln Liquor License Class A License	Illinois Liquor Permit
370	2208 PEORIA ROAD SPRINGFIELD, IL 62702	Sangamon County Liquor License Class 1E License	Illinois Liquor Permit
371	3001 WABASH AVENUE SPRINGFIELD, IL 62704	City of Springfield Liquor License Class B License	Illinois Liquor Permit
373	3005 S. 6TH STREET SPRINGFIELD, IL 62703	Village of Southern View Liquor License Class 2A License	Illinois Liquor Permit
381	1707 E. PERSHING ROAD DECATUR, IL 62526	City of Decatur Liquor License Class B License	Illinois Liquor Permit
382	612 E. Mound Rd. DECATUR, IL 62526	City of Decatur Liquor License Class B License	Illinois Liquor Permit
385	101 BURWASH DRIVE SAVOY, IL. 61874	Village of Savoy Liquor License Class C License	Illinois Liquor Permit
386	101 S. Mattis Ave. Champaign, IL 61821	City of Champaign Liquor License P License	Illinois Liquor Permit
400	1600 SOUTH US 31 GREENWOOD, IN 46143	None	IN Beer & Wine Permit
450	3333 S. U.S. RT. 41 TERRE HAUTE, IN 47802	None	IN Beer & Wine Permit
500	3898 ALUM CREEK DRIVE COLUMBUS, OH 43207	None	Ohio Liquor License Class C1, C2 and D6
501	2333 NORTH WILSON RD. COLUMBUS, OH 43228	None	Ohio Liquor License Class C1, C2 and D6
550	6347 DIXIE HWY. FAIRFIELD, OH 45014	None	Ohio Liquor License Class C1, C2 and D6

551	2225 SHARON RD. SHARONVILLE, OH. 45241	None	Ohio Liquor License Class C1, C2 and D6
552	7301 KINGSGATE WAY WESTCHESTER, OH. 45069	None	Ohio Liquor License Class C1, C2 and D6
553	3490 MADISON PIKE EDGEWOOD, KY. 41017	City of Edgewood Liquor License Package Malt Beverage License	A.B.C. License-KY
554	798 STATE ROUTE 28 MILFORD, OH. 45150	None	Ohio Liquor License Class C1 and C2
555	1005 TOWN DR. WILDER, KY. 41076	City of Wilder Liquor License Malt Beverage Retail License	A.B.C. License-KY
557	945 WEST CENTRAL AVE. SPRINGBORO, OH 45066	None	Ohio Liquor License Class, C1, C2 and D6
558	3196 W. Galbraith Road Cincinnati, Ohio 45239	None	Ohio Liquor License Class C1, C2 and D6
559	1550 Grand Boulevard Hamilton, Ohio 45011	None	Ohio Liquor License Class C1, C2 and D6
560	12195 Princeton Pike Springdale, Ohio	None	Ohio Liquor License Class C1, and C2
561	12160 Montgomery Road Cincinnati, OH 45249	None	Ohio Liquor License Class C1, and C2
600	300 SAM RIDLEY PARKWAY EAST SMYRNA, TN. 37167	Town of Smyrna Beer Permit Retail Beer "off sale"	None
601	768 E. MAIN ST.. HENDERSONVILLE, TN 37075	City of Hendersonville Beverage Permit Retail Beer "off sale"	None
602	714 STEWARTS FERRY PIKE NASHVILLE, TN 37214	Metro Nash/Davidson County Beer Permit Retail Beer "off sale"	None
603	4145 LEBANON PIKE HERMITAGE, TN. 37076	Metro Nash/Davidson County Beer Permit Retail Beer "off sale"	None
604	317 Myatt Dr. Madison, TN 37115-3022	Metro Nash/Davidson County Beer Permit Retail Beer "off sale"	None
605	927 OLD FORT PARKWAY	City of Murfreesboro	None

	MURFREESBORO, TN. 37129	Retail Beer	
606	243 HWY. 109 NORTH LEBANON, TN. 37090	City of Lebanon Liquor License Retail Beer "off sale"	None
607	13010 Old Hickory Blvd. Antioch, TN 37013	Metro Nash/Davidson County Beer Permit Retail Beer "off sale"	None
609	1400 Eagle View Blvd. Antioch, TN 37013	Metro Nash/Davidson County Beer Permit Retail Beer "off sale"	None
610	550 N. Belvedere Dr. Gallatin, TN 37066	City of Gallatin Beer Permit Retail Beer "off sale"	None
611	2815 Lebanon Pike Nashville, TN 37214	Metro Nash/Davidson County Beer Permit Retail Beer "off sale"	None
612	2908 Medical Center Pkwy Murfreesboro, TN 37129	City of Murfreesboro Retail Beer	None
614	3500 Murfreesboro Pike Antioch, TN 37013	Metro Nash/Davidson County Beer Permit Retail beer "off sale"	None
615	120 Luyben Hills Rd Kingston Springs, TN 37082	City of Lebanon Retail Beer "off sale"	None
616	15025 Central Pike Lebanon, TN 37090	City of Lebanon	None
617	559 Waldron Road, LaVergne, TN 37086	City of LaVergne – Off Premise Beer Permit	
618	1785 New Salem Hwy, Murfreesboro, TN 37128	City of Murfreesboro – Off Premises Retail Permit	
700	1698 Gulf to Bay Blvd. Clearwater, FL	None	Florida 2APS License
701	8875 Ulmerton Rd. Largo, FL	None	Florida 2APS License
702	425 Brandon Road Brandon, FL 33511	None	Florida 2APS License
703	4103 Gunn Highway Tampa, FL 33624	None	Florida 2APS License
704	9979 Progress Blvd. Riverview, FL 33578	None	Florida 2APS License
705	6405 W. Hillsborough Ave Tampa, FL 33634	None	Florida 2APS License
706	4850 State Road 64E Bradenton, FL 34208	None	Florida 2APS License
707	2356 W. Hillsborough Ave	None	Florida 2APS License

