

**AGENDA
CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. TODD BANCROFT, CHAIR**

**MONDAY, NOVEMBER 19, 2018
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

1. Call to Order

2. Roll Call

3. Video Gaming Statistics – October, 2018

4. Omnibus Vote - None

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. Police Department

- a. Recommendation to approve a proposal for a new class F1 liquor license for Kava Diem located at 1 W. Illinois, Suite 180, St. Charles.
- b. Recommendation to approve a new class E1 temporary liquor license for the “Hops for Hope 5K” to be held at Mount St. Mary Park on May 18, 2019.
- c. Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.090 “License Classifications” of the St. Charles Municipal Code.
- d. Recommendation to approve a class A5 Liquor License for 100 Grapes, LLC located at 106 E Main Street, St. Charles.
- e. Recommendation to approve an Ordinance Amending Title 10 “Vehicles and Traffic”, Section 10.40.010 “Parking Exhibits” of the St. Charles Municipal Code.
- f. Recommendation to approve a class B1 liquor license for Burrito Los Asaderos, Inc. located at 2400 E Main Street, St. Charles.

6. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)

- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)


7. Additional Items from Mayor, Council, Staff, or Citizens.

8. Adjournment

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov.

Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number:
	Title:	Video Gaming Statistics – Information Only	
	Presenter:	Jim Keegan, Chief of Police	
Meeting: Government Operations Committee		Date: November 19, 2018	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>Latest statistics on video gaming and what businesses have been approved by the state and city staff of the St. Charles Police Department, pending applications into the state for approval, and September 2016 – October, 2018 report for St. Charles Video Gaming Revenue as of November 19, 2018.</p>			
Attachments <i>(please list):</i> <p>Table – Current Licensed Video Gaming Establishments/Pending Applicants Illinois Gaming Board Video Gaming Report – September, 2016 – October, 2018</p>			
Recommendation/Suggested Action <i>(briefly explain):</i> <p>None – For Information Only</p>			

Video Gaming Statistics November 19, 2018

LICENSED ESTABLISHMENTS

Alexanders Café - machines not installed	1650 W. Main Street	St. Charles
ALIBI BAR & GRILL LTD.	12 N. 3rd Street	St. Charles
Alley 64	212 W. Main Street	St. Charles
Kane County Rookies	1545 W. Main Street	St. Charles
CRAZY FOX	104 E Main St	St. Charles
DAWNS BEACH HUT	8 N Third Street	St. Charles
DAWN'S BOATYARD - Closed	214 W Main St	St. Charles
CORFU RESTAURANT - Closed	2520 E MAIN	St. Charles
Health Nuts, Ltd. – The Filling Station	300 W Main Street	St. Charles
ST. CHARLES BOWL	2520 W Main St	St. Charles
Second Street Tavern	221 S. 2nd Street	St. Charles
Brown's Chicken	1910 Lincoln Highway	St. Charles
The Evergreen Pub & Grill	1400 W Main St	St. Charles
The Grandstander	11 N. 3rd Street	St. Charles
Riverside Pizza & Pub	102 E Main St	St. Charles
SPOTTED FOX ALE HOUSE	3615 E. MAIN ST	St. Charles
Tap House Grill	3341 W MAIN ST	St. Charles
St Charles Moose Lodge 1368	2250 W Rt. 38	St. Charles
Pub 47	1890 W. Main St.	St. Charles

LICENSE PENDING

HDF Entertainment, LLC – Main Street Pub	204 W Main Street	St. Charles
Onesti Entertainment Corporation – Arcada Theatre	105 E Main Street	St. Charles
ROMANO MERCATO ITALIANO INC.,	210 Cedar Street	St. Charles

**ILLINOIS GAMING BOARD
VIDEO GAMING REPORT**

St. Charles

October 2018

11/15/2018

7:16 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$28,635.94	\$27,686.95	\$948.99	\$8,883.00	\$7,934.01	\$948.99	\$278.03	\$231.70	\$46.33
St. Charles	Alley 64, INC.	160702383	5	\$542,390.64	\$508,401.89	\$33,988.75	\$190,783.00	\$156,794.25	\$33,988.75	\$10,196.67	\$8,497.23	\$1,699.44
St. Charles	BK & MM VENTURES LLC	160702415	5	\$534,908.18	\$497,054.98	\$37,853.20	\$143,143.00	\$105,289.84	\$37,853.16	\$11,355.90	\$9,463.25	\$1,892.65
St. Charles	CRAZY FOX, LLC	170701805	4	\$125,988.48	\$112,549.12	\$13,439.36	\$36,499.00	\$23,059.64	\$13,439.36	\$4,031.83	\$3,359.86	\$671.97
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$20,333.87	\$18,770.70	\$1,563.17	\$6,171.00	\$4,607.83	\$1,563.17	\$468.95	\$390.79	\$78.16
St. Charles	DAWN'S VOODOO ROOM, LTD.	170702226	3	\$3,061.26	\$2,446.84	\$614.42	\$1,042.00	\$427.58	\$614.42	\$184.33	\$153.61	\$30.72
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$149,715.10	\$134,160.96	\$15,554.14	\$40,767.00	\$25,212.86	\$15,554.14	\$4,666.30	\$3,888.59	\$777.71
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$416,136.28	\$387,251.14	\$28,885.14	\$128,949.00	\$100,063.78	\$28,885.22	\$8,665.61	\$7,221.35	\$1,444.26
St. Charles	NLHM Inc.	160702847	4	\$151,402.10	\$137,574.65	\$13,827.45	\$38,338.00	\$24,510.55	\$13,827.45	\$4,148.31	\$3,456.92	\$691.39
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$396,521.49	\$366,593.76	\$29,927.73	\$120,332.00	\$90,307.99	\$30,024.01	\$9,007.26	\$7,506.05	\$1,501.21
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$40,299.57	\$37,184.45	\$3,115.12	\$13,373.00	\$10,257.98	\$3,115.02	\$934.59	\$778.83	\$155.76
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$102,375.88	\$94,139.40	\$8,236.48	\$35,743.00	\$27,506.52	\$8,236.48	\$2,471.00	\$2,059.16	\$411.84
St. Charles	Riverside Pizza, Inc.	160702553	4	\$175,687.64	\$164,367.32	\$11,320.32	\$58,017.00	\$46,696.68	\$11,320.32	\$3,396.16	\$2,830.13	\$566.03
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$302,298.61	\$281,678.94	\$20,619.67	\$78,545.00	\$57,925.33	\$20,619.67	\$6,185.92	\$5,154.94	\$1,030.98
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$159,838.46	\$147,729.60	\$12,108.86	\$49,426.00	\$37,317.14	\$12,108.86	\$3,632.70	\$3,027.25	\$605.45
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$139,198.72	\$126,777.17	\$12,421.55	\$46,051.00	\$33,629.25	\$12,421.75	\$3,726.58	\$3,105.48	\$621.10
REPORT TOTAL:		16 Establishments	72	\$3,288,792.22	\$3,044,367.87	\$244,424.35	\$996,062.00	\$751,541.23	\$244,520.77	\$73,350.14	\$61,125.14	\$12,225.00

ILLINOIS GAMING BOARD VIDEO GAMING REPORT

St. Charles

September 2012 - October 2018

11/15/2018

7:18 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
St. Charles	A'Salute' Inc.	160702452	2	\$2,091,601.88	\$1,923,949.67	\$167,652.21	\$577,279.00	\$409,626.79	\$167,652.21	\$50,296.35	\$41,913.65	\$8,382.70
St. Charles	ALIBI BAR & GRILL LTD.	150704430	5	\$159,486.06	\$148,341.91	\$11,144.15	\$59,317.00	\$48,172.85	\$11,144.15	\$3,295.82	\$2,746.53	\$549.29
St. Charles	Alley 64, INC.	160702383	5	\$13,534,945.21	\$12,549,691.61	\$985,253.60	\$4,694,679.00	\$3,709,351.15	\$985,327.85	\$295,599.65	\$246,333.07	\$49,266.58
St. Charles	BK & MM VENTURES LLC	160702415	5	\$9,724,638.98	\$8,993,787.01	\$730,851.97	\$2,933,783.00	\$2,202,849.82	\$730,933.18	\$219,280.86	\$182,734.09	\$36,546.77
St. Charles	CRAZY FOX, LLC	170701805	4	\$125,988.48	\$112,549.12	\$13,439.36	\$36,499.00	\$23,059.64	\$13,439.36	\$4,031.83	\$3,359.86	\$671.97
St. Charles	DAWN'S CAFE, LTD.	160702454	2	\$618,954.48	\$561,726.88	\$57,227.60	\$196,529.00	\$139,301.40	\$57,227.60	\$17,168.68	\$14,307.25	\$2,861.43
St. Charles	DAWN'S VOODOO ROOM, LTD.	170702226	3	\$131,639.05	\$114,092.97	\$17,546.08	\$48,098.00	\$30,551.92	\$17,546.08	\$5,263.94	\$4,386.62	\$877.32
St. Charles	GOLREN ENTERPRISES, INC.	160703386	5	\$2,363,441.27	\$2,169,177.13	\$194,264.14	\$822,559.00	\$628,294.86	\$194,264.14	\$58,279.92	\$48,566.66	\$9,713.26
St. Charles	KILLOUGH LLC	160702650	4	\$323,128.13	\$297,527.05	\$25,601.08	\$127,669.00	\$102,067.92	\$25,601.08	\$7,680.48	\$6,400.40	\$1,280.08
St. Charles	L. A. MANSON CORPORATION	160703156	5	\$2,457,499.18	\$2,229,125.96	\$228,373.22	\$745,222.00	\$516,848.78	\$228,373.22	\$68,513.17	\$57,094.36	\$11,418.81
St. Charles	MARK VII HOSPITALITY LIMITED	170702225	5	\$4,412,385.74	\$4,105,190.72	\$307,195.02	\$1,286,376.00	\$979,180.90	\$307,195.10	\$92,159.03	\$76,799.19	\$15,359.84
St. Charles	NLHM Inc.	160702847	4	\$1,142,467.48	\$1,047,367.18	\$95,100.30	\$316,199.00	\$221,098.70	\$95,100.30	\$28,530.67	\$23,775.55	\$4,755.12
St. Charles	Northwoods Pub & Grill Inc.	160702493	5	\$7,905,708.92	\$7,250,425.12	\$655,283.80	\$2,588,136.00	\$1,932,755.77	\$655,380.23	\$196,615.18	\$163,846.03	\$32,769.15
St. Charles	Panman, LLC	160703257	5	\$20,167.79	\$17,246.68	\$2,921.11	\$8,129.00	\$5,207.89	\$2,921.11	\$876.43	\$730.36	\$146.07
St. Charles	Pub 47 St Charles Inc.	180700422	5	\$133,059.95	\$118,122.15	\$14,937.80	\$48,212.00	\$33,274.20	\$14,937.80	\$4,481.52	\$3,734.61	\$746.91
St. Charles	Ram Restaurant Group Inc.,	180700820	5	\$102,375.88	\$94,139.40	\$8,236.48	\$35,743.00	\$27,506.52	\$8,236.48	\$2,471.00	\$2,059.16	\$411.84
St. Charles	Riverside Pizza, Inc.	160702553	4	\$3,368,868.12	\$3,106,157.10	\$262,711.02	\$1,172,554.00	\$909,842.98	\$262,711.02	\$78,813.78	\$65,678.17	\$13,135.61
St. Charles	SAINT CHARLES SPORTS, LLC	160702605	5	\$4,755,862.66	\$4,383,355.45	\$372,507.21	\$1,431,899.00	\$1,059,391.79	\$372,507.21	\$111,752.77	\$93,127.32	\$18,625.45
St. Charles	St. Charles Lodge No. 1368, Loyal Order of Moose	160802392	5	\$3,886,209.26	\$3,535,697.51	\$350,511.75	\$1,321,463.00	\$970,951.25	\$350,511.75	\$105,154.47	\$87,628.73	\$17,525.74
St. Charles	TAP HOUSE GRILL ST. CHARLES, LLC	170702248	5	\$674,400.67	\$613,870.59	\$60,530.08	\$220,387.00	\$159,856.72	\$60,530.28	\$18,159.43	\$15,132.86	\$3,026.57
REPORT TOTAL:		20 Establishments	88	\$57,932,829.19	\$53,371,541.21	\$4,561,287.98	\$18,670,732.00	\$14,109,191.85	\$4,561,540.15	\$1,368,424.98	\$1,140,354.47	\$228,070.51

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4a

Title:

Recommendation to approve a Proposal for a New F1 Liquor License Application for Kava Diem Located at 1 W. Illinois Street, St. Charles.

Presenter:

Police Chief James Keegan

Meeting: Government Operations Committee

Date: November 19, 2018

Proposed Cost: \$

Budgeted Amount: \$

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

This is a new liquor license request for Kava Diem, which is located 1 W. Illinois Street.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, November 19, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on December 3, 2018 for final approval.

Attachments *(please list):* Summary, Memo, Application, Certificate of Insurance, Floorplan, Lease

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for a New F1 Liquor License Application for Kava Diem Located at 1 W. Illinois Street, St. Charles.

Police Department



Memo

Date: 11/13/2018
To: The Honorable Ray Rogina, Mayor-Liquor Commissioner
From: James Keegan, Chief of Police
Re: Background Investigation-Liquor Establishment (Kava Diem-1 W. Illinois #180/F-1)

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


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

We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with on-site consumption, subject to City Council approval. The BYOB license (F-1) is further strengthened by both Basset training and liquor liability insurance. This location is in Fox Island Square and will act as both a coffee house and organic food restaurant.

Thank you in advance for your consideration in this matter.



Memo

Date: 11/12/18
To: Chief Keegan
From: Commander Pierce 
Re: Liquor License Background, Kava Diem 1 W. Illinois St #180.

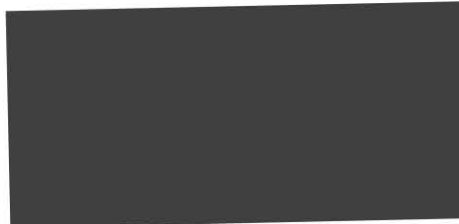
The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted by Kava Diem LLC, for a Class F-1 BYOB liquor license. This business is to be located at 1 W. Illinois Street.

Applicants:

Janes, Andrea M.



Jenski, Leah P.



Application:

The application was received on or around 10/29/18. The application appears to be complete, including a floor plan and a business plan.

There is an attached lease which was signed 01/03/18. A quote for Illinois Liquor Liability insurance was also included, but has yet to be purchased. Jenski was advised that she would need to have a Certificate of Insurance before being issued a license. Both Janes and Jenski hold a valid BASSET Certification and copies have been provided with the application.

Records Checks:

Both Janes and Jenski have been fingerprinted. Responses from both the FBI and Illinois Bureau of Identification showed nothing that would preclude either from obtaining a liquor license.

A check of St. Charles and Kane County records showed no police contacts of concern for either Janes or Jenski. Jenski did have an arrest for driving while license suspended in 2014. Jenski said it was due to an unpaid seat belt ticket.

Service, Courage, Professionalism, Dedication



A Police records check of Janes home town, Trail Creek, Indiana, showed no police reports other than a traffic crash report. The town Marshall I spoke to personally knows Janes as an acquaintance and relayed no concerns.

A Police records check with Lockport police department, where Jenski previously resided, showed no police contacts.

A check of the Illinois Liquor Control Commission showed no current license and no record of license revocation.

A check of TLO and I-Clear (law enforcement databases) showed the information concerning Janes and Jenski's identity to be accurate and no areas of concern were noted. TLO did show Jenski at one time was part owner of ELPJ LLC. ELPJ LLC shows "involuntarily dissolved" in the Secretary of State website. A Google search revealed "involuntarily dissolved" in Illinois can have several meanings. The two most common is non-payment of fees or failure to file an annual report.

A check of the Illinois Secretary of State (SOS) website shows Kava Diem LLC to currently be in good standing. I checked ELPJ LLC and found SOS showed the LLC as "Involuntarily dissolved", with no explanation. I also checked Jenski's other business "Salternative LLC" through SOS and found they were in good standing.

INTERVIEW WITH APPLICANT:

On 11/05/18 at approximately 1:00pm, I met with Janes and Jenski at the police department front desk. Both advised that they have rented the space at 1 W. Illinois St. #180 with the intent to open their business, Kava Diem. The two describe the business as a coffee house, café, "juicery", serving strictly organic food, coffee, and juice. They have hired a chef to prepare a wide range of organic entrees. They will be opening the business with or without the liquor license as their business plan does not depend on alcohol. Both Janes and Jenski are U.S. citizens. Janes has lived in the same house in Trail Creek, Indiana for the past 61 years. Jenski has lived in her rural St. Charles home for the past 5 years. Prior to unincorporated St. Charles, Jenski lived in Lockport, Illinois for 5 years. They have never held a liquor license before. Jenski said she also owns "Salternative" in Geneva, Illinois.

SITE VISIT:

On 11/12/18, I visited the location. During the site visit I met with Janes and Jenski. I found the business lay out to be exactly as the floor plan provided with the application. Jenski said their final occupancy inspection is 11/16/18, after which they plan on opening even without the liquor license (no liquor will be allowed on site until the license is approved).

This concludes this background investigation. Recommend approval.

Date: _____
() New Application

CITY OF ST. CHARLES
LIQUOR CONTROL COMMISSIONER
TWO EAST MAIN STREET
ST. CHARLES, ILLINOIS 60174-1984



City BYOB License Application (rev. 9/15) ☒ Class F1 – Wine Only \$150
☐ Class F2 – Wine & Spirits \$250

Application must be completed in full

Incomplete applications will be rejected

Business Type: Circle one Individual Partnership Corporation Other ☒ LLC (single member)

Business Name Kava Diem LLC Sales Tax # _____

Business Address 1 West Illinois #180 60174 Business Phone # pending

Contact Person Andrea Jones Title owner Phone # _____

If Corporation, Corporate Name _____

Corporation Address _____

Corporate Officers, plus Manager of Establishment, Officers must include President, Vice President, Secretary and Treasurer Or Sole Proprietor

Have you had a business within the City of St. Charles under any other corporate name: _____ Yes ☒ No

If yes, list address of business _____

Full Name, include Middle Initial Andrea M. Jones Title Owner

Birth Date _____ Birthplace Chicago, IL Driver's License _____ Home Phone # _____

Home Address _____

Michigan City, IN 46360

Full Name, include Middle Initial Leah Jenski Title Manager

Birth Date _____ Birthplace Valparaiso, IN Driver's License _____ Home Phone # _____

Home Address _____

St Charles, IL 60175

Full Name, include Middle Initial _____ Title _____

Birth Date _____ Birthplace _____ Driver's License # _____ Home Phone # _____

Home Address _____

Type of Establishment: ☒ Restaurant () Hotel/Banquet/ () Other _____

Check as Applicable to Type of Establishment () Live Entertainment [5.08.010-H] ☒ Outside Dining [17.20.020-R]

Brief Business Plan Description based on type of establishment listed above:



We are a coffee house/cafe/juicery serving strictly organic food, coffee and juice. We would like to offer our guests the BYOB table service.



Initial: Liq Comm _____

Police Chief _____

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 and add another page if needed.)

Name: Andrea Janes Mariz
First Last Middle
Birth date: 
Home Street Address: 
City, State, Zip: Michigan City, IN 46360
Date of Course: October 18, 2018 Place Taken: On line
Certificate Granted: yes Expiration: _____

Name: Leah Jenski Paige
First Last Middle
Birth date: 
Home Street Address: 
City, State, Zip: St. Charles, IL 60175
Date of Course: October 23, 2018 Place Taken: On line
Certificate Granted: yes Expiration: _____

Name: _____
First Last Middle
Birth date: _____
Home Street Address: _____
City, State, Zip: _____
Date of Course: _____ Place Taken: _____
Certificate Granted: _____ Expiration: _____

Name: _____
First Last Middle
Birth date: _____
Home Street Address: _____
City, State, Zip: _____
Date of Course: _____ Place Taken: _____
Certificate Granted: _____ Expiration: _____

City of St. Charles Retail Liquor Dealer License Application

Important! Application must be completed in full. Incomplete applications will be rejected.

- 5.08.070 (2) If applicant is an individual or partnership, is each and every person a United States citizen? yes
Is any individual a naturalized citizen? No
If yes, print name(s), date(s) and place(s) of naturalization: N/A
- 5.08.070 (3) List the type of business of the applicant: Coffee house / cafe
- 5.08.070 (4) Number of years in business for the above listed type of business: 0 (opening November)
Corporations Only: Date of Certificate of Incorporation: NA
- 5.08.070 (6) Location/Address and description of business to be operated under this applied for license: cafe + coffee shop
1 West Illinois Unit #180
St. Charles, IL 60174
- 5.08.070 (6A) Is the premises owned or leased? leased
If premises are leased, it is **mandatory** that a copy of the lease be provided and that the lease term exceeds the term of the liquor license requested in this application.
Does it? yes
- 5.08.070 (6B) If 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: Shodeen Group LLC
77 N. 1st Street, Geneva IL 60134
- 5.08.070 (7) Has applicant applied for a similar or other license on the premises other than the one for which this license is sought? No If yes, what was the disposition of the application? Explain as necessary:
- 5.08.070 (8) Has applicant (and all persons listed on page 1 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality? No
Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? No
- 5.08.070 (9) List previous liquor licenses issued by Federal Government, any State Government or any subdivision thereof. Use additional paper if necessary.
Government Unit: N/A
Date: _____ Location, City/State: _____
Special Explanations: _____
- Government Unit: _____
Date: _____ Location, City/State: _____
Special Explanations: _____
- 5.08.070 (9) Have any liquor licenses ever been revoked? No
If yes, list all reasons on a separate, signed letter accompanying this application.
- 5.08.070 (10) Date of Incorporation (Illinois Corporations): 1-2-2018
Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporations): 1-3-2018
- 5.08.070 (11) Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois and any of the ordinances of the City of St. Charles in conducting business? yes
- 5.08.070 (A12) **Mandatory:** All individual owners, partners, officers, directors and/or persons holding directly or beneficially more than five (5) percent in interest of the stock or owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department.
Has this been done? yes If yes, date(s) 8-16-2018

5.08.060 **Mandatory:** Has applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles? yes. If already furnished, date of delivery emailed on 10/26/18
5.08.230 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? No

Signature of Applicant(s)
Corporation Signatures

Signature of Applicant(s)
Individual or Partnership Signatures

Andra Jones

President: _____

Secretary: _____

Affidavit

State of Illinois)
) SS
County of Kane)

I/We, the undersigned, being first duly sworn, say that I/we have read the foregoing application and that the statements therein are true, complete, and correct and are upon my/our personal knowledge and information and are made for the purpose of inducing the City of St. Charles to issue the Retail Liquor Dealer License to me/us for the location hereinbefore indicated; that I am/we are qualified under the ordinances of the City of St. Charles and the laws of the State of Illinois to receive such license; that the answers made to questions in this application are applicable insofar as they relate to the sale of alcoholic liquor at retail. I/We have committed no act (nor omitted performing any act required by law to be performed) that disqualifies me/us to receive, by reason of any matter or thing contained in the ordinances of the City of St. Charles or the Illinois Liquor Control Act, a City Retail Liquor Dealer License for the sale of alcoholic liquor at the address hereinbefore shown. I/We further understand that any misrepresentation or failure to notify the Mayor of any fact requested in this application or omission of any fact pertinent to this application shall constitute good cause for the Mayor to deny this application and/or revoke any license issued pursuant to this application.

Leah Janski

I, Karen Muehlfelt, a Notary Public, in and for said County and State, do hereby certify that Leah Janski personally known to me to be the same applicant(s), appeared before me this day in person and acknowledged that he/she/they signed the foregoing application as his/her/their free and voluntary act for the use and purposes therein set forth.

Given under my hand and notarial seal this 26th day of October, 2018.



Karen Muehlfelt
Notary Public

Certificate of Completion



Has diligently and with merit completed the

from the American Safety Council.


Jeff Palran

Certificate of Completion



LEAH JENSKI

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 10/24/2018
from the American Safety Council.

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

Jeff Pairan

Our business description is as follows:

Kava Diem is a cafe featuring a fresh and healthy menu of organic foods and beverages. The main focus of Kava Diem is threefold: the cleanest and most delicious coffees and cocoas, meals with a wide variety of fresh and very tasty ingredients to satisfy any diet be it ketogenic, Paleo, vegan or any other and a cold press juicery with juices containing high levels of fresh and living nutrients.

Kava Diem is open seven days a week. Our open hours are: Monday through Thursday 6am until 9 pm, Friday 6am until 8pm and Saturday and Sunday 7am until 8pm.

We plan to open on November 28, 2018.

We are finalizing the menu now and will be able to provide one at the meeting on the 19th.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2018

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

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

PRODUCER CRH Insurance Agency, LLC 1381 Wind Energy Pass Batavia IL 60510	CONTACT NAME: Michele King	FAX (A/C, No.): (630) 208-8497	
	PHONE (A/C, No, Ext.): (630) 208-8496	E-MAIL ADDRESS: admin@crinsurance.net	
INSURED Kava Diem LLC 1 Illinois St. St. Charles IL 60174	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Pekin Insurance		
	INSURER B: Westchester Specialty Insurance Services		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BU62524	03/20/2018	03/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BU62524	03/20/2018	03/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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		WC0020716	03/20/2018	03/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Personal Property			BU62524	03/20/2018	03/20/2019	\$200,000
B	Liquor Liability			LQRILF146720594	10/26/2018	10/26/2019	\$1,000,000

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

Additional Insured: City of St. Charles

CERTIFICATE HOLDER

CANCELLATION

City of St. Charles
2 E Main St

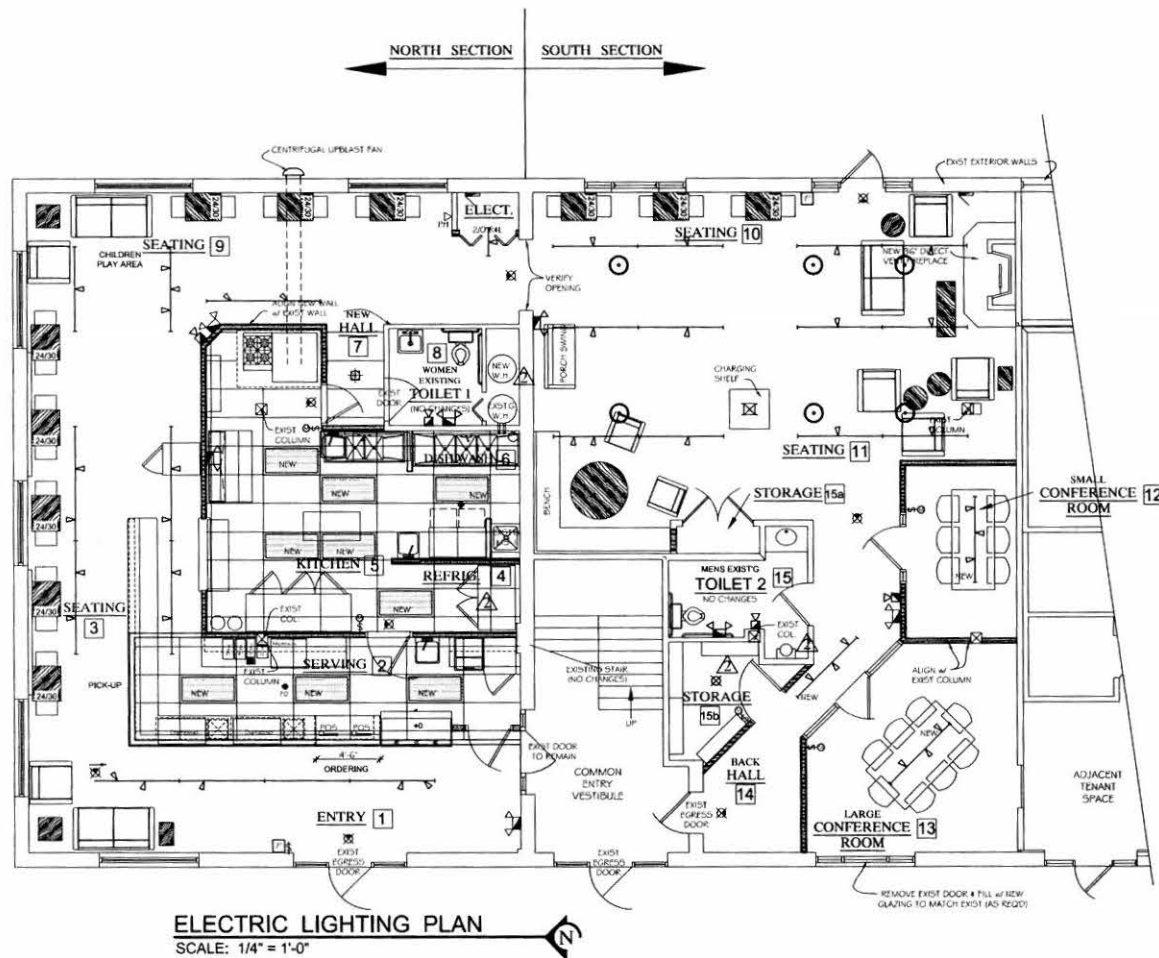
St. Charles, IL 60174

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

 <MK>

HVAC UNITS & DUCTWORK ARE EXISTING FOR BOTH THE NORTH & SOUTH SECTIONS OF SPACE. HVAC CONTRACTOR SHALL CONSULT w/ THE TENANT & ARCHITECT REGARDING SIZING OF THE UNITS & REWORKING THE DUCTWORK AS REQUIRED.



ELECTRICAL SYMBOLS	
	ALARM
	THERMOSTAT
	110V INTERCONNECTED SMOKE DETECTOR ON BATTERY BACK-UP
	DUPLEX OUTLET MTD 15' AFF
	EXISTING DUPLEX OUTLET
	DUPLEX OUTLET (DEDICATED)
	DUPLEX OUTLET (GROUND FAULT)
	OUTLET w/USB CHARGING PORT
	ELECTRICAL SWITCH MTD 46" AFF
	MOTION DETECTION ELECTRICAL SWITCH
	ELECTRICAL SUBPANEL
	EMERGENCY LIGHT, BATTERY BACKUP
	EXIT SIGN
	PULL STATION MTD 46" AFF
	STROBE/FLASH
	STROBE
	CABLE OUTLET
	STAFF POINT OF SALES REGISTER
	SURFACE MOUNTED INCANDESCENT
	RECESSED CAN LIGHT
	WALL MOUNTED SCONCE
	FAN/LIGHT
	CHANDELIER (BY TENANT)
	TRACK LT. MTD. ___ A.F.F.
	2X4 (4 - 40w TUBES) FLUORESCENT

ELECTRICAL NOTES

1. Electric Service: Existing 200 amp, 1 phase, 42 circuit panel.
2. Electrical outlets shall be mounted 15" above finished floor.
3. Electric switches shall be mounted 46" finished floor.
4. Pipe size for hot water shall be 3/4" minimum.
5. All wire shall be copper and three times insulation. Minimum wire sizes: Floor runs #12. All runs over 75' #10.
6. All 120V circuits shall be 20A.

TRACK LIGHT & ROUND PENDANT LIGHTS SHOWN ARE EXISTING. TENANT & ELECTRICAL CONTRACTOR MAY RELOCATE THEM FOR BETTER COVERAGE OF THE NEW SPACES. LIGHTING & ALARMS IN THE EXISTING TOILETS IS EXISTING w/ NO CHANGES ANTICIPATED. LIGHTING IN THE KITCHEN AND BOTH CONFERENCE ROOMS & BACK HALL IS TO BE NEW.

FIRE ALARM SYSTEM NOTES:

1. Fire alarm drawings for new spaces to be coordinated w/ existing system & prepared by installer & approved by St. Charles F.P.D.
2. Approved audio and visual alarm devices shall be installed in approved locations so all occupants may effectively hear them.

TO BE COMPLETED BY THE CITY OF ST. CHARLES
ADDENDUM TO RETAIL LIQUOR LICENSE • CITY OF ST. CHARLES DEPARTMENT OF POLICE

Date: _____ Name of Applicant: _____
Name of Business: _____
Address of Business: _____

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

Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealers 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? _____
3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? _____
If so, answer (a), (b), and (c):
 - a. State the kind of such business: _____
 - b. Give date on which applicant began the kind of business named at this location: _____
 - c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person? _____
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? _____
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? _____
5. Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? _____
6. 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) _____
7. 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: _____
8. Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? _____
9. Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc? _____
10. Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? _____
11. It is required by the City of St. Charles that all employees undergo BASSET training. Provide copy of Certificate of training completion. _____
12. From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? _____
If no, state exceptions: _____
13. Have all persons named in this application been fingerprinted? _____
Fingerprinted by: _____ Date: _____
14. Other necessary data: _____

Investigating Officer: _____

Star Number/Rank: _____

Ward Number: _____

Endorsement of the Chief of Police

Recommended Issuing: Yes _____ No _____ Date _____
Chief of Police: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 3rd day of January, 2018 between SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island Limited Partnership (the "Landlord"), and Kava Diem LLC (the "Tenant").

1. PREMISES. In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases unto Tenant and Tenant hereby rents and accepts from Landlord those certain premises containing approximately 3,072 rentable square feet which are outlined on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference. The Premises are contained in that certain building located at 1 W. Illinois Street, Suite 170 and Suite 180, St. Charles, Illinois (the "Building"), which Building contains approximately 30,119 rentable square feet of space. The land on which the Building is situated, together with all improvements located thereon (collectively the "Property"), is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

2. TERM.

(a) Subject to and upon the terms and conditions set forth below, the term of this Lease shall be for a period of Ten (10) Lease Years (as hereinafter defined), commencing on the Gross Rent Commencement Date (as hereinafter defined) and ending on the last day of the Tenth (10th) Lease Year.

(b) For purposes of this Lease, the following terms shall have the following meanings:

- (i) "Commencement Date" shall mean the date of Lease Execution;
- (ii) "Build Out Period" shall mean One Hundred Five (105) days after the Commencement Date as defined above or the date the certificate of occupancy is issued for the Premises, whichever date occurs first.
- (iii) "Gross Rent Commencement Date" shall mean ninety (90) days after the expiration of the Build Out Period as defined above. Upon determination of the Gross Rent Commencement Date, Landlord and Tenant shall execute a memorandum, setting forth the Gross Rent Commencement Date and the expiration date of this Lease, in form and substance substantially similar to that attached hereto as Exhibit "C" and incorporated by reference.;
- (iv) "Lease Year" shall mean each twelve (12) month period commencing on the first day of the first full month after the Gross Rent Commencement Date and each anniversary thereafter during the Term (as hereinafter defined) of this Lease; provided, however, that if the Gross Rent Commencement Date is the first day of the month, the first Lease Year shall commence on the Gross Rent Commencement Date. The first Lease Year shall commence on the Gross

Rent Commencement Date and end on the last day of the last month of the first Lease Year regardless of whether the first Lease Year is longer than twelve (12) months.

- (v) "Term" shall mean the initial term of this Lease and any renewals or extensions thereof.

3. RENTAL.

(a) Base Rental. Tenant shall pay to Landlord, as base rental (the "Base Rental") during the Term of this Lease as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>\$ p/s/f</u>
Gross Rent Commencement Date		
– Month 12	\$2,560.00	\$10.00
Month 13 – Month 24	\$2,636.80	\$10.30
Month 25 – Month 36	\$2,715.90	\$10.61
Month 37 – Month 48	\$2,797.38	\$10.93
Month 49 – Month 60	\$2,881.30	\$11.26
Month 61 – Month 72	\$2,967.74	\$11.59
Month 73 – Month 84	\$3,056.77	\$11.94
Month 85 – Month 96	\$3,148.47	\$12.30
Month 97 – Month 108	\$3,242.93	\$12.67
Month 109 – Month 120	\$3,340.22	\$13.05

Each such monthly installment shall be due and payable in advance, on or before the first (1st) day of each and every month during the Term, without notice, demand or set-off. All payments received from the Tenant shall be applied by the Landlord in the following order of priority: restoring any deficit in the Tenant's security deposit; any expenses paid by Landlord which are required to be paid by Tenant pursuant to the terms of this Lease; past due rent, and current rent.

(b) Additional Rental. Tenant shall pay to Landlord Tenant's Proportionate Share (as hereinafter defined) of the Operating Expenses (the "Additional Rental") payable in equal monthly installments of Two Thousand Four Hundred Thirty Two and 00/100 Dollars (\$2,432.00) beginning on the Gross Rent Commencement Date and until such amount is adjusted in accordance with the terms herein upon determination of a variation in the Tenant's Proportionate Share of the Operating Expenses. If this Lease commences or terminates on a date other than January 1, the annual Operating Expenses shall be prorated by multiplying one-twelfth (1/12) of the annual Operating Expenses by the number of full or partial months between the Commencement Date and December 31 of the year of commencement or between January 1 of the year of termination and the termination date, as the case may be. As used in this Lease, "Proportionate Share" shall mean a percentage factor, determined by dividing the net rentable square footage contained in the Premises by the net square footage contained in the Building.

(i) Operating Expenses. "Operating Expenses" shall include those expenses paid by or on behalf of Landlord in respect to the management, operation, service and maintenance of the Property, including the Premises, in accordance with generally accepted principles of retail building management as applied to the operation and maintenance of office buildings similar to the type and nature of the Property and in the general market area as the Property. Operating Expenses shall include, but not be limited to, (A) Real Estate Taxes (as hereinafter defined); (B) premium costs for liability, boiler, extended coverage, casualty and other insurance covering the Property to be maintained by Landlord and required by the terms of this Lease; (C) electricity, gas, water and other utility charges for the Property; (D) repair and maintenance of HVAC systems, elevators, irrigation systems and other mechanical systems; (E) repair and maintenance of the Common Areas (as hereinafter defined) and the Building structure and roof; (F) trash removal and snow removal; (G) janitorial service; (H) wages, salaries and fees of operating, auditing, accounting, maintenance and management personnel in connection with the Property; (I) all payroll charges for such personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called fringe benefits; (J) rental charges for office space chargeable to the operation and management of the Property; (K) license permits and inspection fees; (L) supplies and materials used in the operation and management of the Property; (M) furnishings and equipment not treated by Landlord as capital expenditures of the Property; (N) depreciation and the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program; (O) personal property taxes on property used in the operation, maintenance, service and management of the Property; (P) the cost, as reasonably amortized by Landlord, with interest at the rate of ten per cent (10%) per annum on the unamortized amount, of any capital improvement made after completion of initial construction of the Building which reduces Operating Expenses, but in an amount not to exceed such reduction for the relevant year; (Q) management fees relating to the Property; (R) the cost of any installation or improvement required by reason of any law, ordinance or regulation, which requirement did not exist on the date of the Lease and is generally applicable to similar office buildings; and (S) all other expenses reasonably necessary for the operation and management of the Property.

(ii) Real Estate Taxes. "Real Estate Taxes" shall include all taxes, including state equalization factor, if any, and assessments, special or otherwise, exclusive of penalties or discounts levied upon or with respect to the Property, including the Premises, imposed by any federal, state or local governmental agency, and including any use, occupancy, excise, sales or other like taxes (other than general income taxes on rent or other income from the Building).

Real Estate Taxes also shall include the expense of contesting the amount or validity of any such taxes, charges or assessments, such expense to be applicable to the period of the item contested. Real Estate Taxes shall not, however, include income, franchise, capital stock, estate or inheritance taxes unless Landlord reasonably determines that such taxes are in lieu of real estate taxes, assessments, rental, occupancy and other like excise taxes. For purposes of this Lease, Real Estate Taxes for any calendar year shall be those taxes which are assessed against the Property for such calendar year even though the payment date for such taxes occurs in the subsequent calendar year.

Landlord shall retain the sole right to participate in any proceedings to establish or contest the amount of Real Estate Taxes. If a complaint against valuation, protest of tax rates or other action increases or decreases the Real Estate Taxes for any calendar year, resulting in an increase or decrease in rent hereunder, the Real Estate Taxes for the affected calendar year shall be recalculated accordingly and the resulting increased rent plus the expenses incurred in connection with such contest, or decreased rent, less the expenses incurred in connection with such contest, shall be paid simultaneously with or applied as a credit against, as the case may be, the rent next becoming due.

(c) Payment of Proportionate Share. To provide for current payments of Operating Expenses, Tenant shall pay Tenant's Proportionate Share of the Operating Expenses, as estimated by Landlord from time to time, in twelve (12) monthly installments, commencing on Gross Rent Commencement Date and then the first day of the month following the month in which Landlord notifies Tenant of the amount of its estimated Proportionate Share thereafter. Landlord shall estimate the amount of Operating Expenses for each year and then reconcile such estimated expenses in the following year based on actual Operating Expenses for the prior year paid by Landlord. If Tenant's Proportionate Share of the actual Operating Expenses shall be greater than or less than the aggregate of all installments so paid on account to Landlord for such twelve (12) month period, then within ten (10) days of Tenant's receipt of Landlord's statement of reconciled Operating Expenses, Tenant shall pay to Landlord the amount of such underpayment, or Landlord shall credit Tenant for the amount of such overpayment against the next maturing installment(s) of rent, as the case may be. The obligation of Tenant with respect to the payment of Tenant's Proportionate Share of the Operating Expenses shall survive the termination of this Lease. Any payment, refund, or credit made pursuant to this subparagraph 3(c) shall be made without prejudice to any right of Tenant to dispute the statement as hereinafter provided, or of Landlord to correct any item(s) as billed pursuant to the provisions hereof. Landlord's failure to give such statement shall not constitute a waiver by Landlord of its right to recover rent that is due and payable pursuant to this subparagraph 3(c).

(d) Dispute of Operating Expenses. If Tenant questions in writing any such notice of reconciled Operating Expenses (or revised notice thereof), and if the question is not amicably settled between Landlord and Tenant within thirty (30) days after said notice of reconciled Operating Expenses (or revised notice) has been given and as Tenant's only option, Tenant shall submit a formal written request to Landlord of its intent to conduct a formal audit of Landlord's books and records. Tenant shall, during the sixty (60) days next following the expiration of such thirty (30) day period, employ an independent certified public accountant, at Tenant's expense, to audit Operating Expenses. The determination of such accountant shall be final, conclusive and binding upon Landlord and Tenant. Tenant understands that the actual itemization of, and the amount of individual items constituting, Operating Expenses is confidential; and while Landlord shall keep and make available to such accountant all records in reasonable detail, and shall permit such accountant to examine and audit such of Landlord's records as may reasonably be required to verify such reconciled Operating Expenses, at reasonable times during business hours, Landlord shall not be required to (and the accountant shall not be permitted to) disclose to any person, firm or corporation, including to Tenant, any such details (it being the intent of the parties that such accountant shall merely certify to Landlord and to Tenant the correct amount of adjusted additional Operating Expenses for the calendar year). Any change in the reconciled Operating Expenses required by such

accountant's determination shall be made within thirty (30) days after such determination has been rendered. The expenses involved in such determination shall be borne by Tenant and deemed to be Additional Rental under this Lease, unless the results of such audit determine that the difference between the Operating Expenses as determined by the audit and the Operating Expenses as determined by Landlord is greater than five percent (5%) of the Operating Expenses as determined by Landlord, in which case such expenses shall be borne by Landlord. If Tenant does not, in writing, question the reconciled Operating Expenses within the thirty (30) days after such notice has been given, Tenant shall be deemed to have approved and accepted such reconciled Operating Expenses. This waiver is given with Tenant's full knowledge and consent.

(1) Landlord's Books and Records. Landlord shall make available to Tenant or Tenant's lease auditor, the following books and records:

- (i) Operating expense ledger;
- (ii) Reconciliation of operating expense ledger and amount billed as [Operating Expenses/CAM Costs];
- (iii) Cash disbursement journals;
- (iv) Accounts payable or distribution journals;
- (v) Journal entries relating to [Operating Expenses/CAM Costs], as shall be reasonable requested by Tenant;
- (vi) Accounts payable and accruals;
- (vii) Copies of paid real estate property tax bills;
- (viii) Vendor paid bills;
- (ix) Vendor contracts;
- (x) Management agreement and calculations of management fees;
- (xi) Calculations of Tenant's Rent increase based on CPI or porter's wage;
- (xii) Gross-up calculations, if applicable;
- (xiii) Work order tickets;
- (xiv) Paid and outstanding billings to Tenant;
- (xv) Pending and received recoveries from insurers, vendors, others;
- (xvi) Documentation regarding insurance claims;
- (xvii) Occupancy records, if applicable;
- (xviii) Sub-metering records, if applicable;
- (xix) HVAC overtime records;
- (xx) Payroll records, limited to the following:
 - (a) Census of number of employees by category (e.g. maintenance, janitorial, security, administrative, and building engineers);
 - (b) Allocation to other properties or to departments not included in [Operating Expenses/CAM Costs];
 - (c) Total annual compensation by category; and
 - (d) Report (from the payroll service bureau) of the final payroll period of the year, with a reconciliation due to employee turnover, change in number of personnel per department, and change in rates;
- (xxi) Identification of electrical meters;
- (xxii) Method and details for expense allocations;
- (xxiii) Method of space measurement;

- (xxiv) Copies of reports of independent CPAs, if applicable; and
- (xxv) 'As build' plans.

(2) Excluded Books and Records. Tenant acknowledges and agrees that neither Tenant nor Tenant's lease auditor shall have the right to review any income tax returns of Landlord, leases of other tenants in the [Building/Center], and books or records not listed in Paragraph 1 hereof.

(e) Adjustments to Operating Expenses. If a clerical error occurs or Landlord or Landlord's accountants discover new facts, which error or discovery causes Operating Expenses for any period to increase or decrease, upon notice by Landlord to Tenant of the adjusted additional Operating Expenses for such calendar year, the adjusted additional Operating Expenses shall apply and any deficiency or overpayment of Tenant's Proportionate Share of the Operating Expenses, as the case may be, shall be paid by Tenant or taken as a credit by Tenant according to the provisions set forth above. This provision shall survive the termination of the Lease.

(f) Percentage Rental. N/A

(g) Other Charges. All costs, expenses and other sums that Tenant assumes or agrees to pay to Landlord pursuant to this Lease ("Other Charges") shall be deemed rental and, in the event of nonpayment thereof, Landlord shall have all the rights and remedies herein provided for in case of nonpayment of Base Rental and Additional Rental. If a monthly installment of rent is not received on or before the tenth (10th) day of the month in which it is due, other remedies for nonpayment of rent notwithstanding, Tenant shall pay to Landlord, a late charge of ten percent (10%) of such installment as rent for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payment. For purposes of this Lease, "rent" shall mean Base Rental, Additional Rental, and Other Charges.

(h) Place of Payment. Tenant shall pay all rent and other charges due under this Lease without demand, deduction or set off to Landlord at 77 North First Street, Geneva, Illinois 60134, or at such other place as Landlord may designate from time to time hereafter by written notice to Tenant.

4. CONSTRUCTION.

(a) Improvements to be Constructed. Landlord, at its own cost and expense, shall perform the work and make the installation in the Premises that are designated as Landlord's Work in Exhibit "D", attached hereto and incorporated herein by reference. Except as expressly set forth in Exhibit "D", Landlord has made no promise to alter, remodel or improve the Premises, the Building or the Property.

(b) Work Prior to Commencement Date. Landlord shall not be required to deliver actual possession of the Leased Premises to Tenant unless and until Tenant has delivered to Landlord the certificate of insurance as required pursuant to Paragraph 13.

(c) Tenant's Work. The Tenant shall be solely responsible for performing any and all work and installation (the "Tenant's Work"). Within Twenty (20) days after execution of this Lease the Tenant shall submit to the Landlord for approval the plans and specification for the Tenant's Work (the "Plans"), the general contractor contract for the Tenant's Work (the "Construction Contracts"), and evidence of the Tenant's ability to pay for the cost of the Tenant's Work (the "Tenant's Contribution") in excess of the Landlord's Contribution (as hereinafter defined).

The Tenant shall diligently pursue completion of the Tenant's Work in accordance with the Plans and Construction Contracts approved by the Landlord and all applicable governmental laws and regulation, free and clear of any claims for mechanic's liens.

The Landlord, its agents and employees shall have the right, but not the obligation, to inspect the construction of the Tenant's Work as it progresses from time to time, but such inspection shall not relieve the Tenant of any liability if the Tenant's Work does not conform to the approved Plans, the Construction Contracts and/or applicable governmental laws and regulations.

(d) Landlord's Contribution. Tenant shall have one draw on the Tenant Improvement Allowance upon certificate of occupancy provided that Tenant is not then in default hereunder, in accordance with the approved Plans, the Construction Contracts, applicable governmental laws and regulation and free and clear of any claims for mechanics' liens and receipt of Final Lien Waivers from all Sub-Contractors, the Landlord shall reimburse the Tenant for an amount equal to the "Landlord's Contribution":

Landlord's Contribution shall be Eighty Thousand and 00/100 Dollars (\$80,000.00) to be applied towards improvements to the Premises as follows;

- Electrical distribution
- Acoustical ceiling
- Mechanical
- Plumbing
- Interior framing
- Drywall
- Doors and trim
- Lighting
- Bathroom improvements
- Utility upgrades
- Fire life and safety
- Flooring
- Demolition
- Paint

Landlord must have final approval on the architectural plans, and materials and fixtures paid for under this provision. If build-out costs exceed Landlord contribution, Tenant, at its sole cost, will be responsible for said amount. If build-out costs do not exceed Landlord contribution, Tenant

will not be entitled to credit or monetary difference. Landlord must have final approval on the architectural plans, and materials and fixtures paid for under this provision.

All improvements stated herein may not be removed from the Premises and must remain with the Property upon termination of the Lease.

The Tenant has the option to take the Tenant Improvement allowance and hire a third party contractor to complete the build out as specified above or the Tenant may choose to hire Shodeen Group, LLC to complete the build out on the following terms:

- a. Shodeen Group, LLC will charge 12% profit;
- b. Shodeen Group, LLC will require execution of a construction contract between Shodeen and the Tenant within 14 days of lease execution;
- c. Shodeen Group, LLC will require payment of any amount over the TI allowance to be paid at the time of execution of the construction contract (This number will be based upon the original budget in place at the time of execution of the construction contract);
- d. The tenant will be responsible for any amount over the original budget number and will pay a change order fee as specified in the construction contract for any modifications to the scope of work after the contract is executed.

If Landlord and Tenant cannot agree on a signed set of construction plans evidencing the Tenant Improvements within 20 business days of Lease execution then this Lease shall be rendered null and void and be of no effect.

5. USE OF THE PREMISES.

(a) Use. The Premises shall be used only for a **quick service organic food and coffee establishment** and for no other purpose or purposes without the prior written consent of Landlord. The Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises are leased. The Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises, and shall except during reasonable periods of repairing, cleaning and decorating keep the premises open to the Public for business with adequate and competent personnel in attendance on all days from the hours of 5:21 a.m. until 10 p.m. or as otherwise determined by Tenant utilizing Tenant's reasonable business judgment except for public holidays and to the extent the Tenant may be prohibited from being open for business by applicable law, ordinance or government regulation.

(b) Prohibitions on Use. The Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house". The Tenant shall not advertise that it sells products or services at "discount", "cut-price", or "cut-rate" prices. The Tenant shall not permit any objectionable or unpleasant odors

to emanate from the Premises, nor place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building or distribute leaflets or other advertising material in the Common Area; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the Building or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Building.

(c) Display Windows. The Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs in front of the Premises lighted from dusk to 10 p.m. every day, including Sundays and holidays.

(d) Advertising. Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by the Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

(e) Permits. The Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. The Lease shall be contingent upon Tenant obtaining all permits, certificates, and licenses necessary for the occupancy of the Premises and operation of the business. Tenant shall be obligated to apply for all such permits and licenses within thirty (30) days after execution of the Lease.

6. ALTERATIONS.

(a) Prohibition. Tenant shall not make any alterations, additions or improvements (collectively, the "Alterations") in or to the Premises, or in or to the Building without the express prior written consent of Landlord; provided, however, that Landlord shall not be unreasonable in withholding consent to nonstructural Alterations.

(b) Indemnification. In addition to the indemnity set forth in Paragraph 12 of this Lease, Tenant hereby specifically agrees to indemnify and hold harmless Landlord from and against any and all liabilities, costs and expenses of every kind and description, including attorneys' fees, that may arise out of or in any manner be connected with any Alterations made by Tenant. Tenant shall pay the cost of all such Alterations and all costs associated with decorating the Premises that may be occasioned thereby. Upon completion of any such Alterations, Tenant shall furnish Landlord with receipted bills covering all labor and materials used, together with such documentation as is necessary to comply fully with the mechanics' lien law of the state in which the Premises are located.

Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor or material shall attach to or affect the reversion or other estate or interest of Landlord in and to the Premises.

(c) Compliance and Supervision of Alterations. All Alterations made by Tenant hereunder shall be installed in a good and workmanlike manner, using only materials of the same or higher quality as those installed in the Building. All Alterations shall comply with all requirements

of Landlord's insurance carriers and with all laws, rules, ordinances and regulations of any lawful authority. Tenant shall permit Landlord to supervise construction operations in connection with any such Alterations, if Landlord requests the right to do so (but Landlord shall have no obligation to make such requests, or having done so, to supervise construction). Landlord's supervision of construction shall be done solely for the benefit of Landlord and shall not alter Tenant's liability and responsibility under this Paragraph 6.

(d) Landlord's Property. All Alterations, including hardware, non-trade fixtures and wall and floor coverings, whether placed in or upon the Premises by Landlord or Tenant, shall become Landlord's property and shall remain with the Premises at the termination of this Lease, whether by lapse of time or otherwise, without compensation, allowance or credit to Tenant; provided however, that notwithstanding the foregoing, Landlord may request that any or all of said Alterations in or upon the Premises made by Tenant be removed by Tenant at the termination of this Lease. If Landlord requests such removal or if Tenant removes its trade fixtures, Tenant shall remove the same prior to the end of the Term and shall repair all damage to the Premises, the Building or the Property caused by such removal. Tenant shall not, however, be required to remove pipes and wires concealed in floors, walls or ceilings, provided that Tenant properly cuts and caps the same, and seals them off in a safe, lawful and workmanlike manner, in accordance with Landlord's reasonable requirements and all applicable building codes. If Tenant does not remove any Alterations when requested by Landlord to do so, Landlord may remove the same and repair all damage caused thereby, and Tenant shall pay to Landlord the cost of such removal and repair immediately upon demand therefor by Landlord, plus fifteen per cent (15%) of the cost of such removal to reimburse Landlord for its administrative expense. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

(e) Wiring. Landlord will direct electricians as to where and how telephone and computer wires are to be introduced. No boring or cutting for wires will be allowed without Landlord's consent. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to Landlord's approval.

7. MECHANICS' LIENS.

(a) If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Premises, Tenant, at its own cost and expense, shall cause the same to be discharged of record within ten (10) days of the filing thereof unless Tenant shall contest the validity of such lien by appropriate legal proceedings diligently conducted in good faith and without expense to Landlord and shall bond or insure Landlord against any such liens; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including attorneys' fees, on account thereof.

(b) If Tenant shall fail to cause such liens to be discharged of record within the aforesaid ten (10) day period or shall fail to satisfy such liens within ten (10) days after any judgment in favor of such lien-holders from which no further appeal might be taken, then Landlord shall have the right

to cause the same to be discharged. All amounts paid by Landlord to cause such liens to be discharged, plus interest on such amounts at the Default Rate shall constitute Other Charges payable by Tenant to Landlord.

8. MAINTENANCE AND REPAIR.

(a) Tenant's Maintenance. Tenant, at its sole cost and expense, shall maintain, replace and repair during the Term of this Lease the Premises and every part thereof and any and all appurtenances thereto, including, but not limited to, the doors, doorways, locks, emergency exit signs, lights, bulbs, fire extinguishers, window casement, plate glass windows and interior walls of the Premises; special light fixtures; kitchen fixtures; heating, ventilation, and associated duct work; private bathroom fixtures and any other type of special equipment, together with related plumbing or electrical services; and rugs, carpeting, wall coverings, and drapes within the Premises, whether installed by Tenant or by Landlord on behalf of Tenant, and whether or not such items will become Landlord's property upon expiration or termination of this Lease. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to such items at Tenant's expense, which shall constitute Other Charges payable by Tenant to Landlord. Within ten (10) days after Landlord renders a bill for the cost of said repairs, Tenant shall reimburse Landlord. Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Landlord shall replace or repair any outside HVAC or air conditioning units in the event that such units fail to operate and such failure is not the result of failure to maintain such units by Tenant. Tenant shall secure Landlord's approval to access roof for maintenance, repair and installation of any apparatus.

(b) Landlord's Maintenance. Subject to Paragraph 8(a) above, Landlord shall keep, repair and maintain the Building (including the roof and structural members, the Common Areas, mechanical and electrical equipment, the exterior and architectural finish, and all items except those excepted elsewhere in this Lease) of which the Premises are a part, and the lawn, shrubs and other landscaping on the Property, all in good and tenantable condition during the Term of this Lease. Landlord shall, in addition, supply reasonable snow removal for the walkways of the Property during Normal Business Hours (as hereinafter defined). Tenant shall notify Landlord immediately when any repair to be made by Landlord is necessary. If any portion of the Building or the Premises is damaged through the fault or negligence of Tenant, its agents or employees, then Tenant shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and Tenant shall, on demand, pay the cost thereof, together with interest at the Default Rate to Landlord as Other Charges which shall be considered additional rent. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which notice Landlord shall have reasonable opportunity to repair the same or cure such defect. For the purposes of making any repairs or performing any maintenance, Landlord may block, close or change any entrances, doors, corridors, elevators, or other facilities in the Building or in the Premises, and

may close, block or change sidewalks, driveways or parking areas of the Property. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience and Tenant shall not be entitled to any abatement of rent by reason of any repairs, alterations or additions made by Landlord under this Lease

(c) Inspection. Tenant shall permit Landlord, its agents, employees and contractors, at any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable to safeguard, protect or preserve the Premises, the Building or Landlord's interests; to operate or improve the Building; to comply on behalf of Tenant with all laws, orders and requirements of governmental or other authority (if Tenant fails to do so); to examine the Premises to verify Tenant's compliance with all of the terms, covenants, obligations and conditions of this Lease; or to exercise any rights with respect to the Premises that Landlord may exercise in the event of default by Tenant.

9. COMMON AREAS.

(a) Grant. During the Term of this Lease, Landlord grants to Tenant, its employees, customers and invitees, a nonexclusive license to use, in common with all others to whom Landlord has granted or may hereafter grant a license to use, the common areas of the Property, including but not limited to, the sidewalks, halls, passages, exits, entrances, stairways, restrooms, parking areas [except as provided for in subparagraph (b) below], driveways and landscaped areas (collectively the "Common Areas") subject to reasonable rules and regulations respecting the Common Areas as Landlord may from time to time promulgate. The Common Areas shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the Premises. The Common Areas are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor its employees, customers or invitees shall go upon the roof or mechanical floors or into mechanical areas of the Building.

(b) Parking. Non-exclusive parking will be provided in the parking area of the Property. Landlord shall not be liable for any vehicle of Tenant or its employees that the Landlord shall have towed from the Premises when illegally parked. Landlord shall have no liability to Tenant for any damages or claims arising from the use of the parking area or roadways by Tenant, other tenants, or their customers, invitees or employees. Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion determine. **In addition, Landlord agrees to provide two (2) short term parking spaces in the North parking lot for Tenant's use. The location of such spots shall be entirely to the Landlord's sole discretion but in close proximity to the Premises.**

(c) Right to Change Common Areas. Landlord may do and perform such acts in and to the Common Areas as, Landlord, in its good business judgment, shall determine to be advisable. Landlord hereby reserves the right to make alterations, additions, deletions or changes to the Common Areas, including, but not limited to, changes in its size and configuration.

10. BUILDING SERVICES.

(a) Utilities Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. Tenant shall place all meters that directly service the Premises into tenant's name as soon as possible after the Lease Execution Date. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises. Tenant shall pay all electric charges for its exterior signs.

(b) Air-Conditioning and Heat. Landlord shall provide air conditioning and heat to the Building's Common Area for comfortable occupancy during all days the Tenant is open for business subject at all times, however, to restrictions placed upon Landlord by any duly constituted governmental agency and/or by any utility supplier.

(c) Interruption of Services. Tenant hereby acknowledges that any one or more of the utilities or building services specified in this Paragraph 10 may be interrupted or diminished temporarily by Landlord or other person until certain repairs, alterations or other improvements to the Premises or other parts of the Property can be made or by any event or cause which is beyond Landlord's reasonable control, including, without limitation, any ration or curtailment of utility services; that Landlord does not represent, warrant or guarantee to Tenant the continuous availability of such utilities or building services; and that any such interruption shall not be deemed or construed to be an interference with Tenant's right of possession, occupancy and use of the Premises, shall not render Landlord liable to Tenant for damages or entitle Tenant to any reduction of Base Rental, and shall not relieve Tenant from its obligation to pay Base Rental and to perform its other obligations under this Lease.

(d) Energy Curtailment. Landlord and Tenant specifically acknowledge that energy shortages in the region in which the Property is located may from time to time necessitate reduced or curtailed energy consumption on the Property. Tenant shall comply with all such rules and regulations as may be promulgated from time to time by any governmental authority with respect to energy consumption, and during such period of time as such governmental authority may so require, Tenant shall reduce or curtail operations in the Premises as shall be directed by Landlord or such governmental authority. Compliance with such rules and regulations and/or such reduction or curtailment of operation shall not constitute a breach of Landlord's covenant of quiet enjoyment or otherwise invalidate or affect this Lease, and Tenant shall not be entitled to any diminution or abatement in Base Rental during the periods of reduction or curtailment of operations.

11. ESTOPPEL CERTIFICATES. Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord or to Landlord's mortgagee, prospective mortgagee, land lessor or prospective purchaser of the Property or any part thereof, an estoppel certificate, in form and substance substantially similar to that attached as Exhibit "E" and incorporated herein by reference. Tenant shall make such modifications to such estoppel certificate as may be necessary to make such certificate true and accurate, it being intended that any such statement delivered pursuant to this Paragraph 11 may be relied upon by any such mortgagee, prospective mortgagee, prospective purchaser, or land lessor of the Property. If Tenant fails to provide such estoppel certificate with ten (10) days after Landlord's request, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify on behalf of Tenant.

12. INDEMNIFICATION; WAIVER OF CLAIMS.

(a) Tenant shall protect, indemnify, and hold harmless Landlord, its agents, servants, employees, officers, directors and partners forever against and from (i) any penalty, damages, charges or costs imposed or resulting from any violation of any law, order or ordinance of any governmental agency, or by the use and occupancy of the Premises by Tenant, whether occasioned by the neglect of Tenant or those holding under Tenant; (ii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of or from any accident or other occurrence on or about the Premises or the Property causing injury to any person or property, except caused by the negligent or intentional act or omission of Landlord or its servants, agents or employees; (iii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of any failure of Tenant in any respect to comply with or perform all the requirements and provisions of this Lease or arising out of any use of the Premises or the Property by Tenant or any one claiming by, through or under Tenant.

Landlord shall protect, indemnify, and hold harmless Tenant, its agents, servants, employees, officers, directors and partners forever against and from (i) any penalty, damages, charges or costs imposed or resulting from any violation of any law, order or ordinance of any governmental agency, or by the use and occupancy of the Premises by Landlord or other tenants in the Building, whether occasioned by the neglect of Landlord or those holding under Landlord; (ii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of or from any accident or other occurrence on or about the Premises or the Property causing injury to any person or property, except caused by the negligent or intentional act or omission of Tenant or its servants, agents or employees; (iii) all claims, losses, costs, damages and expenses, including attorneys' fees, arising out of any failure of Landlord in any respect to comply with or perform all the requirements and provisions of this Lease or arising out of any use of the Premises or the Property by Landlord or any one claiming by, through or under Landlord.

(b) Landlord shall not be liable for, and Tenant hereby waives all claims against Landlord, (i) for any and all damage or loss to fixtures, equipment or other property of Tenant and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, in, upon or about the Premises or the Property; or (ii) for injury or death to any person, occurring in, upon or about the Premises or the Property; resulting from any cause whatever (except caused by the negligent or

intentional act or omission of Landlord or its servants, agents or employees), including, but not limited to, water, snow, frost, ice, explosion, falling plaster, fire or gas, smoke or other fumes, nor by reason of the leaking, breaking, backing up or other malfunction of any lines, wires, pipes, tanks, boilers, lifts or any other appurtenances, regardless by whom installed or maintained (Tenant hereby expressly assuming all responsibility for the safety and security of the person and property of Tenant, and its servants, agents, employees, contractors, suppliers, invitees, patrons and guests, while in, upon or about the Premises). The occurrence of any event described in this Paragraph 12 shall not constitute a breach of Landlord's covenant of quiet enjoyment set forth in Paragraph 17.

13. INSURANCE.

(a) Tenant's Insurance. Tenant, at its sole cost and expense, shall carry during the entire Term of this Lease, and provide to Landlord a certificate of insurance prior to Possession, the following types of insurance:

(i) Commercial general liability insurance against injuries to persons occurring in, upon or about the Premises, with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate coverage per one (1) accident or disaster, and One Million Dollars (\$1,000,000.00) for property damage;

(ii) Fire, extended coverage, vandalism and malicious mischief, and sprinkler damage and all-risk insurance coverage on all personal property, trade fixture, floor coverings, wall coverings, furnishings, furniture, and contents for their full insurable value on a replacement cost basis;

(iii) Workers' Compensation or similar insurance, if and to the extent required by law and in form and amounts required by law;

(iv) Such other insurance reasonably required by Landlord due to the nature of Tenant's use of the Premises.

(b) Landlord as Additional Insured. All such insurance required to be maintained by Tenant shall name Landlord as an additional insured and shall be written with a company or companies reasonably satisfactory to Landlord, having a policyholder rating of at least "A" and be assigned a financial size category of at least "Class XIV" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the state in which the Premises are located. Tenant shall deliver to Landlord copies of such policies and customary insurance certificates evidencing such paid-up insurance. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives Landlord and Landlord's mortgagee(s) at least thirty (30) days prior written notice thereof.

(c) Landlord's Insurance. Landlord shall maintain in force, at all times during the Term of this Lease, a policy or policies of fire and casualty insurance to the extent of at least eighty percent (80%) of the insurable value of the Building.

(d) Increase in Premiums. If insurance premiums payable by Landlord are increased as a result of any breach of Tenant's obligations under this Lease or as a result of Tenant's use and occupancy of the Premises, Tenant shall pay to Landlord an amount equal to any increase in such insurance premiums.

14. WAIVER OF SUBROGATION. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or in any manner growing out of or connected with Tenant's use and occupation of the Premises, the Building or the Property or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees; provided, however, that this release shall apply only to the extent that such business interruption or loss or damage is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant or both. Nothing in this Paragraph 14 shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence hereof. Because this Paragraph 14 will preclude the assignment of any claim mentioned in it by way of subrogation (or otherwise) to an insurance company (or any other person), each party to this Lease agrees immediately to give to each insurance company that has issued to it policies of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages because of the mutual waivers contained in this Paragraph 14.

15. HOLDING OVER. If Tenant retains possession of the Premises or any part thereof after the termination of this Lease, Tenant shall, from that day forward, be a tenant from month to month and Tenant shall pay Landlord rent at two (2) times the monthly amount of Base Rental and Additional Rent in effect immediately prior to the termination of this Lease for the time the Tenant remains in possession. No acceptance of rent by, or other act or statement whatsoever on the part of Landlord or its agent or employee, in the absence of a writing signed by Landlord, shall be construed as an extension of or as a consent for further occupancy. Tenant shall indemnify Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Paragraph 15 do not exclude pursuit of Landlord's right of re-entry or any other right hereunder.

16. ASSIGNMENT AND SUBLEASE.

(a) Prohibition. Tenant shall not assign, convey, mortgage, pledge, encumber or otherwise transfer this Lease or any interest therein, sublet the Premises or any part thereof, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without receiving Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. In the event of any assignment, subletting, transfer or occupancy by someone other than Tenant, whether or not expressly or impliedly approved by Landlord, Tenant shall, nevertheless, at all times, remain fully responsible and jointly and severally liable for the payment of the rent and for compliance with all other obligations imposed upon Tenant under the terms, provisions and covenants of this Lease. Any assignment or sublease shall contain a provision whereby the assignee

or subtenant agrees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent applicable, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each assignment or sublease and an agreement of compliance by each assignee or subtenant. Any sublease shall also contain a provision that in the event of default by Tenant hereunder and a termination of this Lease by Landlord, such subtenant shall, at Landlord's option, attorn to Landlord as if Landlord were the lessor under the sublease.

(b) INTENTIONALLY DELETED.

(c) Right to Collect Rents Directly. Upon the occurrence of an "event of default" as set forth in Paragraph 21 hereof, if all or any part of the Premises is then assigned, sublet, transferred or occupied by someone other than Tenant, then, in addition to any other remedies provided in this Lease or provided by law, Landlord, at its option, may collect directly from the assignee, subtenant, transferee or occupant all rent becoming due to Tenant by reason of the assignment, sublease, transfer or occupancy. Any collection directly by Landlord from the assignee or subtenant shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease.

(d) Excess Rent. If Tenant assigns this Lease or sublets all or a portion of the Premises for an amount in excess of the Base Rental (or the prorata share of Base Rental in the case of a sublease of a portion of the Premises), then Tenant shall pay to Landlord, as rent, one hundred percent (100%) of such excess received by Tenant.

17. QUIET ENJOYMENT. If Tenant shall pay the rents and other sums due to be paid by Tenant hereunder as and when the same become due and payable, and if Tenant shall keep, observe and perform all of the other terms, covenants and agreements of this Lease on Tenant's part to be kept, observed and performed, Tenant shall, at all times during the Term herein granted, peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord, except for regulations imposed by any governmental or quasi-governmental agency on the occupancy of Tenant or the conduct of Tenant's business operations.

18. COMPLIANCE WITH LAWS AND WITH RULES AND REGULATIONS.

(a) Laws. Tenant, at its sole cost and expense, shall procure any permits and licenses required for the transaction of Tenant's business in the Premises. Tenant, at its sole cost and expense, shall promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all state, federal, municipal and other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Premises, the Building and the Property at any time in force, applicable to the Premises or to Tenant's use thereof, except that Tenant shall not be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of the Premises, unless such alteration is required because of a condition that has been created by, or at the instance of, Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements under this Lease. Landlord shall not be

required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the Premises by Tenant.

(b) Rules and Regulations. Tenant shall comply with all rules and regulations for the Building, which current rules and regulations are attached hereto as Exhibit "F" and with such reasonable modifications thereof and additions thereto as Landlord may make hereafter, from time to time. Notwithstanding anything contained in this Lease, Landlord shall not be responsible nor liable to Tenant, its agents, representatives, employees, invitees or licensees, for the nonobservance by any other tenant of any rules and regulations.

19. FIRE AND CASUALTY.

(a) If the Premises or the Building or any substantial part of either is damaged or destroyed by fire or other casualty, cause or condition whatsoever, and such damage or destruction cannot be repaired within one hundred twenty (120) days, Landlord may terminate this Lease, by written notice to Tenant given within thirty (30) days after such damage. If the Premises are damaged or destroyed or access thereto or use thereof is affected by the damage, then Landlord's termination shall be effective as of the date of such damage; otherwise said termination shall be effective thirty (30) days after such notice.

(b) If the Common Areas in the Building are damaged or destroyed by fire or other casualty, cause or condition whatsoever, to such an extent as to substantially interfere with Tenant's use of the Premises or if the Premises or a substantial part thereof are made untenable, and such damage or destruction cannot be repaired within one hundred twenty (120) days, then Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after such damage, said termination to be effective as of the date of such damage.

(c) In the event of a termination of the Lease under sub prior paragraphs (a) and (b), each party releases the other for any cause of action arising from said termination.

(d) Unless this Lease is terminated as herein above provided, Landlord shall proceed with due diligence to restore, repair and replace the Premises and the Building to the same condition as they were in as of the Commencement Date. Provided such damage or destruction was not caused or contributed to by an intentional act or negligence of Tenant, its agents, employees, invitees or those for whom Tenant is responsible, from and after the date of such damage to date of completion of said repairs, replacements and restorations, a just proportion of the rent shall abate according to the extent the full use and enjoyment of the Premises are rendered impossible by reason of such damage. Landlord shall be under no duty to restore any alterations, improvements or additions made by Tenant. In all cases, due allowance shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's control.

20. EMINENT DOMAIN.

(a) If all the Premises or a substantial part thereof shall be taken for any public or quasi-public use under any statute or by rights of eminent domain or by private purchase in lieu thereof, this Lease shall terminate as of the date of vesting of title. Landlord shall be entitled to receive the entire award paid for such taking or condemnation, Tenant hereby assigning to Landlord all Tenant's right, title and interest therein, if any. Nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property or fixtures belonging to Tenant, for the interruption of or damage to Tenant's business or for Tenant's moving expenses but only if such award shall be in addition to the award for the Property and the Building (or portion thereof) containing the Premises.

(b) If fifty percent (50%) or more of the Building other than the Premises shall be condemned, taken or purchased in lieu thereof, then Landlord may terminate this Lease by notifying Tenant of such termination within sixty (60) days after the date of vesting of title. This Lease shall expire on the date specified in such notice of termination, which date shall be not less than sixty (60) days after the giving of such notice. The rent hereunder shall be apportioned as of such termination date.

(d) Any such taking, condemnation or temporary requisition which does not result in a termination of this Lease, as hereinbefore provided in this Paragraph 20, shall not be cause for any reduction or diminution of the rental payment hereunder.

21. DEFAULT.

(a) If (i) Tenant fails to pay when due any rent, or any other sums required to be paid hereunder by Tenant; or (ii) Tenant defaults in the performance or observance of any other agreement or condition on its part to be performed or observed; or (iii) Tenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any arrangement, composition, liquidation or dissolution under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or of the Premises, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; or (iv) a court enters an order, judgment or decree approving a petition filed against Tenant seeking any arrangement, composition, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or (v) Tenant fails to operate or closes its business upon the Premises, for reasons other than fire or other casualty or condemnation, for a period of fifteen (15) consecutive days; or (vi) Tenant abandons or vacates the Premises; then in any such event and at any time thereafter, Landlord may, without notice to Tenant, and in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity, exercise any one or more of the following rights:

(b) Landlord may (A) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and (B) reenter the Premises, by summary proceedings or otherwise, remove Tenant and all other persons and property from the Premises and store such property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

(c) Landlord may reenter and take possession of the Premises, without terminating this Lease and without relieving Tenant of its obligations under this Lease, and divide or subdivide the Premises in any manner Landlord may desire and lease or let the Premises or portions thereof, alone or together with other premises, for such term or terms (which may be greater or less than the balance of the remaining portion of the Term of this Lease) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its discretion, may determine.

(d) If this Lease is terminated by Landlord pursuant to this Paragraph 21, Tenant nevertheless shall remain liable for any Base Rental, Additional Rental and Other Charges required to be paid hereunder and damages that may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees (all such rents, damages, costs, fees and expenses being referred to herein collectively as "Termination Damages"). Termination Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to this Paragraph 21.

(e) If Landlord reenters and takes possession of the Premises pursuant to this Paragraph 21, without terminating this Lease, and re-lets the Premises or any part thereof (which Landlord shall have no obligation to do), the net rentals from such letting shall be applied first to the costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys', brokers' and other professional fees, in renting the Premises or part thereof to others from time to time (including the cost and expense of making such improvements to the Premises as may be necessary, in Landlord's sole discretion, to enable Landlord to re-let same). The balance, if any, shall be applied by Landlord from time to time on account of the rent and other payments due from Tenant hereunder, with the right reserved to Landlord to bring such actions or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time without being obligated to await the end of the Term for the final determination of Tenant's account. Landlord shall not be liable for, nor shall Tenant's obligations be diminished by reason of, any failure by Landlord to re-let the Premises or any failure of Landlord to collect any rent due upon such re-letting.

(f) Upon the termination of this Lease or of Tenant's right to possession of the Premises by lapse of time or earlier termination as herein provided, Tenant shall remove its property from the Premises. Any such property of Tenant not removed from the Premises by Tenant at the end of the term or of Tenant's right to possession of the Premises, however

terminated, whichever occurs earlier, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

(g) If Tenant at any time fails to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay expenses and employ counsel. Tenant shall pay upon demand all of Landlord's costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiations or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, which amount shall be deemed to be rent due and payable by Tenant, upon demand by Landlord, and Landlord shall have the same rights and remedies for the nonpayment thereof, as in the case of default in the payment of rent.

(h) All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease.

THE TENANT HEREBY WAIVES ANY RIGHT TO NOTICE OF ANY DEFAULT BY THE LANDLORD INCLUDING ANY NOTICES REQUIRED BY THE ILLINOIS FORCIBLE ENTRY AND DETAINER ACT, 735 ILCS 5/9-101 ET SEQ. THE LANDLORD MAY GIVE NOTICE TO THE TENANT AS AN ACCOMMODATION; HOWEVER, ANY SUCH NOTICE SHALL NOT CONSTITUTE A WAIVER OF THE LANDLORD'S RIGHT TO ENFORCE THE TENANT'S WAIVER OF NOTICE.

22. WAIVER OF DEFAULT OR REMEDY. No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease or assert any other rights or remedies available to it on account of such default in the manner hereinbefore provided.

23. FORCE MAJEURE. If Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. No such interruption of any service to be provided by Landlord shall ever be deemed to be an eviction, actual or constructive, or disturbance of Tenant's use and possession of the Premises, the Building or the Property.

24. SUBORDINATION OF LEASE.

(a) This Lease shall be subject and subordinate to any first mortgage, first deed of trust or land lease now existing upon or that may be hereafter placed upon the Premises and the Property and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof and the lien of any such first mortgage, first deed of trust or land lease shall be superior to all rights hereby or hereunder vested in Tenant, to the full extent of all sums secured thereby, and the Tenant's rights hereunder shall not be disturbed as long as it is not in default. In confirmation of such subordination, Tenant shall, on request of Landlord or the holder of any such mortgages, deed(s) of trust and land leases, execute and deliver to Landlord within ten (10) days any instrument of subordination, non-disturbance and attornment that Landlord or such holder may reasonably request.

(b) If the interest of Landlord under this Lease shall be transferred by reason of foreclosure, deed in lieu of foreclosure, or other proceedings for enforcement of any first mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee (the "Purchaser") under the terms, covenants and conditions of this Lease for the balance of the Term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were the landlord under this Lease, and at the option of Purchaser, Tenant shall attorn to the Purchaser (including the mortgagee under any such mortgage, if it be the Purchaser), as its landlord, the attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon the attornment, to the extent of the then remaining balance of the Term of this Lease, and any extensions and renewals, shall be and are the same as those set forth in this Lease.

25. NOTICES AND CONSENTS. All notices contemplated by Illinois Forcible Entry and Detainer Law shall be given in accordance with such law. All other notices, demands, requests, consents and approvals that may or are required to be given by either party to the other shall be in writing and shall be served when sent by United States certified or registered mail, postage prepaid, or by overnight courier or personal delivery by designated agent at premise or other known address associated with such (a) if for Tenant, addressed to Tenant at the Building, or at such other place as Tenant may from time to time designate by notice to Landlord; or (b) if for Landlord, addressed to Shodeen Group, LLC, 77 North First Street, Geneva, Illinois 60134, or at such other place as Landlord may from time to time designate by notice to Tenant. All consents and approvals provided for herein must be in writing to be valid. All such other notices shall be deemed to have been given if addressed and mailed as above provided and shall be effective on the date two (2) days after deposit in the United States mail or one (1) day after deposit with an overnight courier, or at the time of delivery if personally served.

26. SECURITY DEPOSIT AND PRE PAID BASE RENT.

(a) Tenant has deposited with Landlord the sum of Four Thousand Nine Hundred Ninety Two and 00/100 Dollars (\$4,992.00) as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. **The security deposit is payable upon the Lease Execution Date.** If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default or for the payment of any other amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage that Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not, unless otherwise

required by law, be required to keep this security deposit separate from Landlord's general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) within sixty (60) days at the expiration of the Term and upon Tenant's vacation of the Premises; provided, however, that Landlord shall be entitled to deduct from the security deposit any past due rent or other payments due to Landlord, including but not limited to estimated payments for common area maintenance, real estate taxes and insurance premiums. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to filing of such proceedings.

(b) Landlord may deliver the security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees of Landlord

27. MISCELLANEOUS TAXES. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, if nonpayment thereof shall give rise to a lien on the Premises, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishing, equipment and other personal property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property.

28. BROKERAGE COMMISSION. Except for Shodeen Group, LLC, Landlord and Tenant represent and warrant each to the other that each has dealt with no other broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Paragraph 28 shall survive the termination of this Lease.

29. HAZARDOUS DEVICES AND CONTAMINANTS.

(a) Prohibition. Tenant and its agents, employees, contractors and invitees shall not use, store, release, generate or depose of or permit to be used, stored, released, generated or disposed of any Contaminants (as hereinafter defined) on or in the Premises.

(b) Indemnification. Tenant shall indemnify and hold harmless Landlord, its agents, servants, employees, officers and directors forever from and against any and all liability, claims, demands and causes of action, including, but not limited to, any and all liability, claims, demands and causes of action by any governmental authority, property owner or any other third person and any and all expenses, including attorneys' fees [including, but not limited to, attorneys' fees to enforce Tenant's obligation of indemnification under this Paragraph 29 (b)], relating to any environmental liability resulting from (i) any Release (as hereinafter defined) of any Contaminant at the Premises or emanating from the Premises to adjacent properties or the surrounding environment during the Term of this Lease; (ii) during the Term of this Lease, any generation, transport, storage, disposal, treatment or other handling

of any Contaminant at the Premises, including, but not limited to, any and all off-site transport, storage, disposal, treatment or other handling of any Contaminant generated, produced, used and/or originating in whole or in part from the Premises; and (iii) any activities at the Premises during the Term of this Lease that in any way might be alleged to fail to comply with any Requirements of Law.

Landlord shall indemnify and hold harmless Tenant, its agents, servants, employees, officers and directors forever from and against any and all liability, claims, demands and causes of action, including, but not limited to, any and all liability, claims, demands and causes of action by any governmental authority, property owner or any other third person and any and all expenses, including attorneys' fees [including, but not limited to, attorneys' fees to enforce Landlord's obligation of indemnification under this Paragraph 29 (b)], relating to any environmental liability resulting from (i) any Release (as hereinafter defined) of any Contaminant at the Premises or emanating from the Premises to adjacent properties or the surrounding environment during the Term of this Lease; (ii) during the Term of this Lease, any generation, transport, storage, disposal, treatment or other handling of any Contaminant at the Premises, including, but not limited to, any and all off-site transport, storage, disposal, treatment or other handling of any Contaminant generated, produced, used and/or originating in whole or in part from the Premises; and (iii) any activities at the Premises during the Term of this Lease that in any way might be alleged to fail to comply with any Requirements of Law.

(c) Definitions.

(i) "Contaminant" shall mean any substance or waste containing hazardous substances, pollutants, and contaminants as those terms are defined in the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. and any substance similarly defined or identified in any other federal, provincial or state laws, rules or regulations governing the manufacture, import, use, handling, storage, processing, release or disposal of substances or wastes deemed hazardous, toxic, dangerous or injurious to public health or to the environment. This definition includes friable asbestos and petroleum or petroleum-based products.

(ii) "Requirements of Law" shall mean any federal, state or local law, rule, regulation, permit, agreement, order or other binding determination of any governmental authority relating to the environment, health or safety.

(iii) "Release" shall have the same meaning as in the federal Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.

30. SIGNS; STORE FRONTS. Tenant shall, at its sole cost and expense, have the right to install standard City of St. Charles approved signage that conform to the Landlord's specifications. Tenant shall, at its sole cost and expense, have the right to display a Grand Opening sign and other promotional banners from time to time. All external signs and banners must be approved in writing by the Landlord. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion. Tenant may not, under any circumstances, (a) place any signage on the building roof, canopy roofs extending over the building roof, penthouse walls or so as to project above the parapet, canopy or top of the wall upon which it is mounted or place any signage at any angle to the building; provided, however, the immediately foregoing sentence shall not apply any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; (b) paint any signs on the surface of the Leased Premises or any other surfaces of the Shopping Center; (c) install any flashing, moving or audible signs; (d) install any signs employing exposed raceways, neon tubes, ballast boxes or transformers; or (e) install any paper or cardboard signs, temporary signs,

stickers or decals, whether in the windows of the interior or on the exterior of the Leased Premises (provided, however, the foregoing shall not prohibit the placement at the entrance of the Leased Premises of a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar bits of information). At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant may not install any exterior sign that identifies leased departments and/or concessionaires operating under the Tenant's business or trade name, nor identify specific brands or products for sale or services offered within the Leased Premises, unless such identification is used as part of Tenant's trade name. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

The Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this lease all signs in accordance with landlord's sign criteria. The Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

The Tenant shall be responsible for having signs which comply with all applicable laws and apply for all local sign permits required within local ordinances.

If any Tenant sign is left on the leased Premises for more than thirty (30) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

31. LOCKS. No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. Except for those keys provided by Landlord, no keys for any door shall be made. If more than two keys for one lock are desired, Landlord will provide the same upon payment by Tenant. All keys must be returned to Landlord at the expiration or Termination of this Lease. Tenant shall see that the doors and windows, if operable, of the Premises are closed and securely locked before leaving the Building.

32. PLUMBING. Tenant must observe strict care and caution that all water faucets and water apparatus are shut off before Tenant or its employees leave the Building to prevent waste or damage. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be paid by Tenant and Landlord shall not in any case be responsible therefore.

33. REPORTS BY TENANT. Intentionally Deleted

34. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights:

(a) To name the Building and to change the name or street address of the Building;

(b) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, toilet supplies, shoe shining, vending machines, mobile vending service, catering, and like services used on the Premises or in the Building;

(c) On reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants during the last twelve (12) months of the Term, to install leasing signs identifying the Premises as available within the Premises

and/or about the Property, and to exhibit the Premises to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest at any time during the Term; and

(d) To install vending machines of all kinds in the Property, including, without limitation, and to provide mobile vending service therefore, and to receive all of the revenue derived there from; provided, however, that no vending machines shall be installed by Landlord nor shall any mobile vending service be provided therefore, unless Tenant so requests.

35. MISCELLANEOUS.

(a) No receipt of money by Landlord from Tenant alter the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner (or ground lessor, as the case may be) for the time being of the Premises. If the Premises or the underlying lease, if any, be sold or transferred, the seller thereof shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder, it being hereby agreed that the covenants and obligations, contained in this Lease to be performed on the part of Landlord, hereunder it being hereby agreed that the covenants and obligations contained in this Lease shall be binding under Landlord, its successors and assigns, only during their respective successive period of ownership.

(c) It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as occupant.

(d) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or implying covenants and conditions were used in each separate instance.

(e) In the event of variation or discrepancy among counterparts, Landlord's original copy of this Lease shall control.

(f) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that this provision shall in no manner enlarge Tenant's rights of assignment, which right of assignment has been restricted under the foregoing provisions of this Lease.

(g) Landlord represents that to the best of its knowledge Landlord has received no notice of violation of the Americans with Disabilities Act from any governmental body having jurisdiction for such matters.

36. RELATIONSHIP OF PARTIES. Any intention to create a joint venture, partnership or principal and agent relationship between the parties hereto is hereby expressly disclaimed. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant.

37. GENDER AND NUMBER. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances, and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and the circumstances.

38. TOPIC HEADINGS. Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor constitute any part of this Lease and are not to be considered in the construction of this Lease.

39. COUNTERPARTS. Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding upon all parties.

40. ENTIRE AGREEMENT. This Lease contains the entire understanding between the parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangement, or understandings except those specifically expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

41. RECORDING. The parties agree that this Lease shall not be recorded.

42. NO OFFER. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

43. RELOCATION OF PREMISES. Landlord may, at any time after execution of this Lease, change the location of the Leased Premises to another area of the Shopping Center (the "New Premises"), provided that the New Premises are similar in area to the Leased Premises and suitable, in the reasonable opinion of Landlord, for the conduct of Tenant's business. If Landlord exercised the relocation right granted under this Paragraph 43 at any time after the Possession Date, Landlord shall reimburse Tenant for those reasonable and documented moving expenses of Tenant which are directly incident to such substitution, and Landlord shall also pay the cost incurred in order to improve the New Premises so that the New Premises are substantially similar to the Leased Premises. Landlord shall give Tenant no less than thirty (30) days' prior written notice of Landlord's exercise of its relocation right under this Paragraph 43. Tenant shall cooperate with Landlord, in all reasonable respects, so as to facilitate Tenant's relocation to the New Premises. If Tenant fails to cooperate with Landlord, Landlord shall be absolutely relieved of any and all responsibilities or any and all damages or injury to Tenant, its agents or employees, or to the property or business of Tenant during such move.

44. WAIVER OF TRIAL BY JURY. To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

45. GOVERNING LAW; INVALIDITY OF ANY PROVISIONS. This Lease shall be subject to and governed by the laws of the state in which the Premises are located. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

46. EXCULPATION. This Lease is executed by Shodeen Management Company, not individually, but solely on behalf of, and as agent for State Bank of Geneva U/T.A dated August 30, 2002, known as Trust 905 and in consideration for entering into this Lease, Tenant hereby waives any rights to bring a cause of action against Shodeen Management Company (except for any cause of action based upon lack of authority or fraud), and all persons dealing with Landlord must look solely to the Property for the enforcement of any claim against Landlord, and the obligations hereunder are not binding upon, nor shall resort be had to the private property of any of, the trustees, officers, directors, employees or agents of Landlord.

47. TIME OF THE ESSENCE. Time is of the essence of this Lease. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or holiday (national or State of Illinois) such that the action contemplated herein cannot be performed, the time for performance shall be extended to the next such succeeding day where performance is possible.

48. JOINT PARTICIPATION. The parties hereto participated jointly in the negotiation and preparation of this Lease and each party has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party. This Lease shall be construed as if it was jointly prepared by the parties and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

49. SEVERABILITY. If any provision of this Lease shall be determined void or invalid by a court of competent jurisdiction, then the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

50. FURTHER ASSURANCES. Landlord and Tenant agree to execute all documents and instruments reasonably required in order to consummate the leasing and occupancy of the Premises.

51. CORPORATE AUTHORITY. Each individual signing this Lease represents and warrants that he has the requisite authority to sign on behalf of the company for whom he is executing this Lease and to bind such company to this Lease.

(SIGNATURES ON THE FOLLOWING PAGE)

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

LANDLORD:

SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island
Limited Partnership

Date: 1/3/18

By: [Signature]
Title: President

TENANT:

Kava Diem, LLC

Date: _____

By: [Signature]
Title: member

EXHIBIT "A"

FLOOR PLAN

EXHIBIT "B"

LEGAL DESCRIPTION

1 W. Illinois Street, St. Charles, IL

Tax Id# 09-34-12-001 & 09-34-129-004

EXHIBIT "C"

GROSS RENT COMMENCEMENT DATE AGREEMENT

THIS GROSS RENT COMMENCEMENT DATE AGREEMENT ("Agreement") dated January 3, 2018 is between SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island Limited Partnership (the "Landlord"), and Kava Diem, LLC (the "Tenant") whose address is 1 W. Illinois Street, Suite 170 and Suite 180, St. Charles, Illinois.

W I T N E S S E T H:

A. Landlord and Tenant executed a certain Lease dated January 3, 2018 (the "Lease").

B. The Lease provides that the Gross Rent will commence ninety (90) days after the expiration of the Build Out Period as defined in the Lease;

C. Landlord and Tenant now desire to set forth in writing the actual expiration of the Build Out Period and the actual Gross Rent Commencement Date of the Lease.

NOW THEREFORE in consideration of the mutual covenants and promises contained herein and other valuable consideration, the parties agree that the Build Out Period expired on _____, _____ and that the Gross Rent will commence on _____, _____ and the Lease shall terminate on _____, _____.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

LANDLORD:

SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island Limited Partnership

By: _____
Title: President

TENANT:

Kava Diem, LLC

By: _____
Title

EXHIBIT "D"

LANDLORD IMPROVEMENTS

Tenant shall take the Premises "as-is".

EXHIBIT "F"

RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant's sole cost and expense and in such manner, character and style as Landlord may approve in writing. Any approved door or window lettering must not exceed 2" in height and the sign may only indicate store name, hours, phone number and approved credit cards. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge to Tenant the expense incurred by such removal.

2. No awning or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be visible from the exterior of the Building, or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord. Such quality, type, design and color of window treatments shall be approved by Landlord and shall be attached in a manner approved by Landlord.

3. Tenant shall not place objects against glass partitions, doors or windows of the exterior of the Building and shall promptly remove any such objects upon notice from Landlord.

4. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building.

5. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.

6. No person or contractor not employed by Landlord shall be used to perform janitorial work, window washing, cleaning, maintenance, repair or similar work in the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld.

7. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability for office use, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

8. Any carpeting cemented down by Tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Landlord may charge the expense incurred by such removal to Tenant.

9. No electric circuits for any purpose shall be brought into the Premises without Landlord's written permission specifying the manner in which same may be done.

10. No bicycle or other vehicle, and no dog or other animal other than service animals for persons with disabilities, shall be allowed in offices, halls, corridors, or elsewhere in the Building.

11. Tenant shall not throw anything out of the door or windows, or down any passageways or elevator shafts.

12. All loading, unloading, receiving or delivering of goods, supplies or disposal of garbage or refuse shall be made only through entryway and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

13. All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations. Landlord reserves the right, at any time, to charge for garbage removal as part of CAM costs or direct bill tenants based on their size, sales per square feet, use of space and seasonal sales.

14. All safes, equipment or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord. Any such safe, equipment or other heavy article shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of the Building. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

15. Vending machines shall not be installed without permission of the Landlord except for food and soft drink vending machines which are for the sole and exclusive use of Tenant's employees.

16. Wherever in these Building Rules and Regulations the word "Tenant" occurs, it is understood and agreed that it shall mean Tenant's servants, employees, agents, customers, invitees, successors and assigns. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's servants, employees, agents, customers, invitees, successors and assigns.

17. Landlord shall have the right upon notice to Tenant at least twenty-four (24) hours in advance, which notice may be oral, telephonic or otherwise, to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

18. Tenant shall, when using the common parking facilities, if any, in and around the building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicle. No vehicles shall be parked overnight.

19. At all times Landlord's property manager shall be in charge of the Building and (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned regarding their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and departure, nature of visits, and other information deemed necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord shall from time to time designate; provided, however, anything herein to the contrary notwithstanding, Landlord shall not be liable for any lack of security in respect to the Building whatsoever. Landlord will normally not enforce clauses (a), (b) and (c) above from 7:00 am. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to 1:00 pm. on Saturdays, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasion, mob riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the protection of the Building and the property therein. Landlord shall in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

20. No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises.

21. Except as specifically provided in the Lease, Tenant shall not affix anything to the roof of the Leased Premises and Building and shall not bore any holes through the roof for any purpose whatsoever.

22. No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms.

23. The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

24. Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

25. Tenant shall not use any of the Building common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.

26. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, In Landlord's judgment, for its best interest or for the best interest of the tenants of the Building.

27. Tenant shall observe fairly and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord and Landlord's additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

EXHIBIT "G"

WAIVER OF RIGHT TO TRIAL BY JURY

The Lease dated the 3rd day of January 2018, between SHODEEN GROUP, LLC a Delaware LLC, as agent for Fox Island Limited Partnership (the "Landlord"), and Kava Diem, LLC (the "Tenant") and _____, (the "Guarantor") hereby agree as follows:

We hereby each waive any right to trial by jury in any action, proceeding, or counterclaim in any way connected with the Lease, the Guaranty, and any related documents.

In Witness Whereof, the parties have executed this Waiver as of the day and year first written above.

LANDLORD:

SHODEEN GROUP, LLC a Delaware LLC, as agent for Fox Island Limited Partnership


Date: 1.3.18

By: 
Title: President

TENANT:

Kava Diem, LLC

Date: _____

By: 
Print: Andrea James

GUARANTOR:

Date: _____

By: 
Print: Andrea James

LEASE GUARANTY

In consideration of the execution and delivery of a Lease for the Premises commonly known as 1 W. Illinois Street, Suite 170 and Suite 180, St. Charles, Illinois 60174 dated as of January 3, 2018 (the "Lease") by and between SHODEEN GROUP, LLC a Delaware LLC, as agent for Fox Island Limited Partnership (the "Landlord"), and Kava Diem LLC (the "Tenant") as Lessee, in which the undersigned has a substantial interest and will receive a substantial benefit from the execution of the Lease, and the payment of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Lessor to Guarantor, Guarantor hereby guarantees to Lessor, its successors and assigns, (a) the full and prompt payment of all rent, additional rent and any and all other sums and charges which Lessee is obligated to pay under the terms of the Lease; and, (b) the full and faithful performance by Lessee of each of Lessee's covenants, agreements and obligations pursuant to the Lease.

Guarantor hereby covenants and agrees to and with Lessor, its successors and assigns, that if Lessee shall, at any time be in default in the payment of any of such rent or other sums and charges payable by Lessee under the Lease, or in any manner is in default under its obligation thereunder, Guarantor shall, within ten (10) days after receipt of written notice from Lessor of default and demand for such payment or performance, pay such rent or such sums or charges, or any arrears thereof, to Lessor, its successors or assigns.

The liability under this Guaranty shall be limited to the Tenant Improvement amount of eighty thousand dollars (\$80,000.00) and any lease commission amounts paid by Landlord. The amount due under this guarantee shall burn off as base rent is paid on the Premises. This Guaranty shall be legally binding upon Guarantor and Guarantor's successors and assigns and shall inure to the benefit of Lessor and its successors and assigns. This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois.


Any Notice to be given to Guarantor shall be given in the name and as prescribed in the Lease to Lessee, and shall be addressed to the Guarantor at 36W650 Whispering Trail Drive, _St. Charles, Illinois 60175.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on this January 3, 2018.


GUARANTOR:


A handwritten signature in cursive script, appearing to read "Audrey J. Stuebs", written over a horizontal line.

SS# _____

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4b
	Title:	Recommendation to Approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mount Saint Mary Park on May 18, 2019	
	Presenter:	Police Chief James Keegan	
Meeting: Government Operations Committee		Date: November 19, 2018	
Proposed Cost: \$ PD: \$182.74 PW: \$180.14 TOTAL: \$362.88		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary (if not budgeted please explain): <p>This is an application request for a Class E-1 Temporary Liquor License, authorizing dispensing and consumption of craft beer on Park District property, as indicated on a proposed 5K road race route. This temporary license is requested for a single, one-day event, to be held on Saturday, May 18, 2019.</p> <p>The event, known as “Hops for Hope 5K,” will take place on May 18th, 2019, in Mount St. Mary’s Park from 10:00 a.m. to 3:00 p.m. and extend into Wheeler Park in Geneva. The estimated attendance is 1,000 participants (last year 600) and this is the 3rd consecutive year that Project Mobility has hosted this event. Project Mobility is a Non-for-Profit organization in partnership with the Bike Rack of St. Charles, with the goal of raising funds to provide adaptive cycling for subjects with physical disabilities.</p> <p>An officer will be present to cross traffic on Route 31 and security guards will monitor alcohol consumption (beer only) and credential runners (all pre-paid and registered) inside the designated consumption areas.</p> <p>Runners will be allowed to sample 3 oz. tastings on the running route and be given 2-drinks tickets with their prepaid purchase for consumption inside a fenced in area near the award tent. Food will be served by local vendors. In the event that event spectators desire to enter the fenced area they would pay an entry fee, be provided a different color wristband, and would also be issued (2) two tickets to exchange for a total of (2) two pints, after which they would receive no other service.</p> <p>All participants must be 21 or older and each will receive an event specific wristband confirming their identification and age were verified. Each “beer stop” will be fenced with a single point of ingress and egress. The sample will be issued in a plastic cup which would be disposed of at the stop prior to egress. The event will have a fenced in area in Mount. Saint Mary Park and would incorporate a tent, awards stand, and a dispensing area for craft beer.</p> <p>A sound amplification permit has been applied for to accommodate a public address system and a band for event entertainment.</p> <p>This event is still pending final review and approval by the St. Charles Park District Board.</p> <p><i>Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, November 19, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on December 3, 2018 for final approval.</i></p>			
Attachments (please list): Site Plan			
Recommendation/Suggested Action (briefly explain): Recommendation to Approve a Proposal for a New Class E-1 Temporary Liquor License for the “Hops for Hope 5K” to be held at Mount Saint Mary Park on May 18, 2019			



	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4c
	Title:	Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.090 “License Classifications” of the St. Charles Municipal Code	
	Presenter:	Police Chief Keegan	
Meeting: Government Operations Committee		Date: November 19, 2018	
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> <p>To allow a particular business model for a new business, the following changes are recommended to the liquor ordinance:</p> <p>A-5. Class A-5 licenses shall authorize the retail sale of domestic and imported wines, champagne, imported alcoholic liquor and gourmet/craft beer in original packages only and not for consumption on the premises. The retail sale of alcoholic liquor and beer shall be incidental to wine sales and shall not exceed twenty-five percent (25%) of the annual gross sales of said licensee. Class A-5 licenses shall also authorize the retail sale of wine, gourmet/craft beer and alcoholic liquor by the glass, flight, bottle, or carafe only, for consumption on the premises.</p> <p><i>Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, November 19, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on December 3, 2018 for final approval.</i></p>			
Attachments <i>(please list):</i> None			
Recommendation/Suggested Action <i>(briefly explain):</i> Recommendation to approve an Ordinance Amending Title 5 “Business Licenses and Regulations”, Chapter 5.08 “Alcoholic Beverages”, Section 5.08.090 “License Classifications” of the St. Charles Municipal Code			

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4d
	Title:	Recommendation to approve a Proposal for a New A5 Liquor License Application for 100 Grapes, LLC Located at 106 E. Main Street, St. Charles.	
	Presenter:	Police Chief James Keegan	
Meeting: Government Operations Committee Date: November 19, 2018			
Proposed Cost: \$		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
Executive Summary <i>(if not budgeted please explain):</i> This is a new liquor license request for 100 Grapes, LLC, which is located 106 E. Main Street. <i>Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, November 19, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on December 3, 2018 for final approval.</i>			
Attachments <i>(please list):</i> Summary, Memo, Floor Plan, Liquor License Application, Lease, Quote for insurance			
Recommendation/Suggested Action <i>(briefly explain):</i> Recommendation to approve a Proposal for a New A5 Liquor License Application for 100 Grapes, LLC Located at 106 E. Main Street, St. Charles.			

Police Department



Memo

Date: 11/13/2018

To: The Honorable Ray Rogina, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation-Liquor Establishment/A-5 (100 Grapes/106 E. Main Street)

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


100 Grapes is looking to occupy a vacant store front next to Crazy Fox and across from the Arcada Theater. This is a new business venture looking to capitalize on the growing wine industry and is similar in concept to The Wine Exchange. It has a quaint appearance and the owners are looking to also use the back atrium as additional seating. A Chapter 34 inspection was conducted by both Community/Economic Development and the Fire Department on October 30th.

A detective was assigned this investigation and reviewed both the site location/floor plans and the corresponding application material. Although we found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with on-site consumption, the business plan submitted by the applicant does require a slight modification to our existing liquor code.

Thank you in advance for your consideration in this matter.



Memo

Date: 11/12/18
To: Chief Keegan
From: Commander Pierce 
Re: Liquor License Background, 100 Grapes 106 E. Main Street.

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted by, 100 Grapes LLC d/b/a, 100 Grapes, for a Class A-5 liquor license. This business is to be located at 106 E. Main Street.

Applicants:

Hebein, Corey D.



Hebein, Laura L.



Application:

The application was received on or around 11/02/18. The application appears to be complete, including a floor plan and detailed business plan.

There is an attached lease that has not been signed yet. The Hebein's advised they do not wish to sign a lease until they obtain a liquor license. A quote for Illinois Liquor Liability insurance was also included, but has yet to be purchased for the same reason as the lease. Corey holds a valid BASSET Certification and a copy has been provided with the application. Laura does not hold a BASSET Certification, but will be attending a class on December 18, 2018.

Records Checks:

Both Corey and Laura have been fingerprinted. A response from the FBI shows Laura has no criminal history. The State has not responded in reference to Laura yet. A response from the State for Corey showed no arrests. The FBI has yet to return a response for Corey.



A check of St. Charles and Kane County records showed no police contacts of concern for either Corey or Laura.

A check of the Illinois Liquor Control Commission showed no current license and no record of license revocation.

A check of TLO and I-Clear (law enforcement databases) showed the information concerning Corey and Laura's identity to be accurate and no areas of concern were noted.

A check of the Illinois Secretary of State website shows 100 Grapes LLC to currently be in good standing.

SITE VISIT:

The business will be located in the old Antique store in between Crazy Fox Bar and El Puente restaurant. I did not conduct a site survey as there has been no lease signed. I did however call and speak to the management company, Coleman land. Mr. Coleman said he has run a background and credit check on Corey and Laura and is willing to sign a lease with them as soon as they would like.

INTERVIEW WITH APPLICANT:

On 11/07/18 at approximately 8:00am, I met with Corey and Laura at the police department front desk. Corey and Laura advised they plan on opening 100 Grapes at 106 E. Main Street. Corey and Laura have teamed up with a Michigan Winery who has agreed to make a private label wine for them. Corey and Laura plan on 100 Grapes being a tasting room mostly, with seating for people who would like to purchase a glass or bottle and hang out. Their hours of operation will be Sunday through Thursday 11am to 7pm and Saturday and Sunday 11am to 8pm. Corey will be the onsite manager and they plan on having one employee to start with. The liquor application indicates the liquor inventory will be approximately \$20,000.00. Both Corey and Laura are U.S. citizens and have lived in Carol Stream, Illinois for the past 12 years. They have never held a liquor license before.

This concludes this background investigation. Recommend approval.

CP

City of St. Charles, Illinois Liquor Control Commissioner
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION
APPLICATION FEE IS NON-REFUNDABLE



Incomplete applications will not be accepted.

Completed applications may be submitted to:

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

Date Application Received: _____ ☒ New Application ☐ Renewal Application

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

☐ Approved* ☐ Denied Date Approved/Denied: _____ Customer Number: _____

Signature of Mayor, Liquor Control Commissioner _____

Date Issued _____

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

07.05.2016

APPLICANT INFORMATIONA. Type of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other (explain): LLCB. Business Name:
100 Grapes, LLC

C. Business Address:

D. IL Tax ID Number:

E. Business Phone:

F. Business E-mail:

G. Business Website:

H. Contact Person:

Corey Hebein

I. Title:

Owner/Manager

J. Phone No.:

K. If Corporation, Corporation Name:

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

BUSINESS ESTABLISHMENT LOCATION INFORMATIONA. Type of Establishment: ☐ Package ☐ Restaurant ☐ Tavern ☐ Hotel/Banquet/Arcade/Q-Center ☒ OtherB. Address applying for liquor license (exact street address):
106 E Main St, St. Charles, IL 60174C. Number of Parking Spaces:
N/AD. Outside Dining s.f. [17.20.020-R]:
N/AE. Holding Bar s.f. [5.08.010-F]:
N/AF. Total Building s.f.:
2,126G. Total Number of Seats:
32H. Number of Bar Seats:
0I. Sale Counter s.f.:
4J. Live Entertainment Area s.f. [5.08.010-H]:
N/AK. Kitchen s.f.:
N/AL. Cooler s.f.:
N/AM. Dry Storage s.f.:
1,220N. Seating Area s.f.:
1,327O. Retail/public Area s.f.:
1,706P. Service Bar s.f. [5.08.010-O]:
N/A

Q. Brief Business Plan description based on type of establishment listed above:

Wine Tasting Room: Selling of Bottles, Glasses, Flights, and Tastings (of wine only).

MANAGER INFORMATION

Full Name, include middle initial: Corey D Hebein

Title: Owner/Manager

Birthdate: Birthplace: IL

Driver's License:

Home Phone:

Home Address:

Full Name, include middle initial: Laura L Hebein

Title: Owner/Manager

Birthdate: Birthplace: IL

Driver's License:

Home Phone:

Home Address:

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address:

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:****CLASS B LICENSES**

- | | |
|----|--|
| 1. | Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following (check off once complete): <ul style="list-style-type: none">a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.** |
| 2. | The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license. |
| 3. | A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. |
| 4. | It shall be unlawful for any Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

CLASS C LICENSES

- | | |
|----|--|
| 1. | Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following (check off once complete): <ul style="list-style-type: none">a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;b. The designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.** |
| 2. | The site drawing is subject to the approval of the Local Liquor Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the same on the approved site drawing or as provided on the face of the license. |
| 3. | A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. |
| 4. | It shall be unlawful for any Class C licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

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

CORPORATION / PREMISES QUESTIONS

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>List the type of business of the applicant (5.08.070-3): Wine Tasting Room: Selling of Bottles, Glasses, Flights, and Tastings (of wine only)</p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): 5+ years in hospitality industry</p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ 20,000.00</p>
5.	<p>Location/address and description of business to be operated under this applied for license (5.08.070-6):</p> <p>106 E Main St, St. Charles, IL 60174</p> <p>Wine Tasting Room: Selling of Bottles, Glasses, Flights, and Tastings (of wine only)</p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: Tran Investment LLC (Jimmy Tran)</p> <p>Address of Building Owner: 37W201 RED GATE RD, ST.CHARLES, IL 60175</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>

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

15.	<p>Complete ONLY if yes was answered to the questions above (14):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____</p> <p>Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
16.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): 9/17/2018</p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): _____</p>
17.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business(5.08.070-11)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>Mandatory: All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 1 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, date(s): _____</p>
19.	<p>Mandatory: Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If already furnished, date of delivery: Quote of Insurance Attached</p> <p>NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.</p>

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

COMMENTS/ADDITIONAL INFORMATION

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: **Corey** (First) **Hebein** (Last) **D** (Middle) **Owner/Manager**
Manager

Home Street Address: [REDACTED]

City, State, Zip: **Carol Stream, IL 60188**

Date of Course: **10/16/2018**

Place Course was Taken: **Carol Stream**

Birthdate: [REDACTED]

Certificate Granted: **5A-0048785**

Expiration: **10/16/2021**

Name: (First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course:

Place Course was Taken:

Birthdate:

Certificate Granted:

Expiration:

Name: (First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course:

Place Course was Taken:

Birthdate:

Certificate Granted:

Expiration:

Name: (First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course:

Place Course was Taken:

Birthdate:

Certificate Granted:

Expiration:

NEW MANAGEMENT REQUIREMENTS

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

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

APPLICATION FOR LATE NIGHT PERMIT**SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C****To: St. Charles Liquor Control Commission****Date:**

I now possess or have applied for a liquor license Class

Applicant's Name:

Name of Business:

Business Address:

Business Phone:

SUPPLEMENTAL PERMIT APPLIED FOR**Payment of Late Night Permit fee is required at the time the permit is issued.**☐ 1:00 a.m. Late Night Permit – fee of \$800.00☐ 2:00 a.m. Late Night Permit – fee of \$2,300.00**NOTE:** Other permits that may be available upon request include:

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

SIGNATURES

Applicant's Signature☐ Liquor Commissioner hereby directs City Clerk to issue permit indicated above._____
Liquor Commissioner's Signature_____
Date

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

Date: 11/12/18	Name of Applicant: COREY AND LAURA HERBEN
Name of Business: 100 GRAPES	
Address of Business: 100 E. MAIN ST. ST. CHARLES IL	Ward Number:

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

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


1.	Date on which applicant will begin selling retail alcoholic liquors at this location: JAN 2019 OR AFTER
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 checked="" 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>If yes, answer a, b and c:</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><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.	Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.	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 checked="" type="checkbox"/> No

8.	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.	Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10.	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11.	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:
13.	Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by: <u>Sullivan SPD</u> Date: <u>11-07-18</u>
14.	Other necessary data:

SIGNATURES

ENDORSEMENTS AND APPROVALS

INVESTIGATING OFFICER

 Investigating Officer Signature	<u>323</u> <u>Commander</u> Badge Number & Rank
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ENDORSEMENT OF THE CHIEF OF POLICE

Recommend Issuing Liquor License: ☐ Yes ☐ No

_____ Signature Of Chief of Police	_____ Date
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This is a Sample Lease - Not Final - Pending Approval from St. Charles

COMMERCIAL BUILDING LEASE

Date of Lease November 2018	3+36 Month Term of Lease Beginning Ending *November 1, 2018 - January 31, 2018 (*Rent Abatement/Early Possession period) Rent Commencement: February 1, 2019 Initial 3 Year Term: February 1, 2019 - January 31, 2022 Options: 1 x 3 year Terms See paragraph 46. Option Terms & & attached Exhibit "A" Rent Schedule.	Monthly Rent Installment: (Modified Gross Lease) Initial Term Annual Monthly Installments Feb. 1, 2019 - Jan. 31, 2020= \$3,189.00 Feb. 1, 2020 - Jan. 31, 2021= \$3,285.00 Feb. 1, 2021 - Jan. 31, 2022= \$3,384.00 (includes pro-rata Taxes, Insurance and CAM @ current Expense Stop) See paragraph 24 herein & attached Exhibit "A" Rent Schedule.
Location of Premises: 106 E. Main Street, St. Charles, IL 60174 (1st Floor) +/- 2,126 SF Store Unit		
Purpose: Operation of (please supply):		

LESSEE (Tenants): 100 Grapes, LLC Phone#	LESSOR(Landlord): TRAN INVESTMENT LLC 37W201 RED GATE RD ST.CHARLES, IL 60175	Rent Payable To: Jimmy Tran OR AUTHORIZED AGENTS
GUARANTOR: Corey and Laura Hebein		

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT AND INITIAL DEPOSIT:

1. Lessee shall pay Lessor's agent as rent for the Premises the sum stated herein and in the attached Exhibit "A", or otherwise as notified by Lessor or its agents, upon just calculation of any given periods total monthly rental installment, monthly in advance for each month of annual lease period, until termination of this lease, at the address stated above or such other address as Lessor's agent **Jimmy Tran** may designate in writing. It is agreed and accepted that Jimmy Tran, as Manager of Lessor is a true agent in fact for the Lessor and is authorized to bind the Lessor under the lease and accept rent from Lessee.

The total annual rent, made up of each year's base rent and including any additional rent for Common Area Maintenance, Insurance and Property Taxes as calculated by Lessor, shall be paid in equal monthly installments, each without any set-off or deduction whatsoever, in advance on the first day of each and every calendar month during the Term, and prorated for fractions of a month if the Term shall commence on any day other than the first day of any month or be terminated on any day other than the last day of any month. Lessee shall pay the security deposit at the time of execution of this Lease, and

the first full monthly installment of total Rent due after the period of abatement on February 1, 2019. Rent shall be deemed late if any installment is not received by Lessor by the tenth (10th) day of the month. A late fee of an additional 5% of that month's total rent due will be assessed and included as additional Rent, plus any amounts owed by Lessee for greater than 30 days shall also bear interest from the due date until paid at the lesser of (i) four percent (4%) per annum plus the then current prime rate of interest, or (ii) the maximum rate permitted by law, from the date due until paid.

The first installment of the first year's total monthly rent of \$3,189.00 and the Security Deposit of \$3,189.00 for Total of \$6,378.00 shall be deposited with Lessor upon signing.

POSSESSION:

2. Lessor shall deliver possession of the premises no later than November 1, 2018. Per the terms of paragraph 24 C of this lease, Lessor has agreed to abate or forgive the collection of rent from Lessee for the first 3 months of the lease – with rent commencement date to be February 1, 2019.

CONDITION AND UPKEEP OF PREMISES: "AS IS CONDITION"

3. Lessee has examined and knows the condition of the Premises and has received the same in "AS IS CONDITION", and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, ordinary wear excepted, and will deliver the keys therefore at the place of payment of said rent.

LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT:

4. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

MECHANIC'S LIEN:

5. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefore.

INDEMNITY FOR ACCIDENTS:

6. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR:

7. Except as provided by Illinois law, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES:

8. Lessee will pay, in addition to the rent above specified, all utility bills, including water, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installation of rent next due thereafter.

PREMISES IN REPAIR:

9. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf, Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make

repairs as required hereunder promptly and adequately, Lessor may, but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

ACCESS TO PREMISES:

10. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

ABANDONMENT AND RE-LETTING:

11. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease. Lessee agrees and understands that abandonment will be inferred if Lessee, for any reason, fails to occupy the premises and operate his business therein for any period greater than 30 days, without the advance express written consent of Lessor.

HOLDING OVER:

12. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of Two Hundred and Fifty Dollars (\$250.00) per day plus then current CAM charges; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and at the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

EXTRA FIRE HAZARD:

13. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

DEFAULT BY LESSEE:

14. If default be made in the payment of rent, including all or any part of the common area expenses (CAM), taxes insurance which may be assessed to the extent increased from the initial amounts as further defined herein, or in the payment of any part of or any increase in the security deposit or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first

lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

NO RENT DEDUCTION OR SET OFF:

15. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

RENT AFTER NOTICE OF SUIT:

16. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

PAYMENT OF COSTS:

17. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

RIGHTS CUMULATIVE:

18. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

FIRE AND CASUALTY:

19. In case the Premises, or any part thereof, shall be rendered un-tenantable during the term of this lease by fire or other casualty, Lessor at his sole option and discretion may either terminate the lease with Lessee or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said 60 day period. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty. If the fire or casualty is of the Lessee's leased premises only, then repair of such leased unit shall be the sole obligation of Lessee, and or Lessee's insurer. Regardless of the status of any insurance claim of Lessee for such fire and casualty, Lessee is obligated to maintain the premises in safe and attractive condition and Lessee must complete all repairs and re-commence full operation of the allowed purpose of use of the premises within 60 days of any fire or casualty. Lessor, in its sole discretion, may agree to extend the period for repair, upon receipt of written request from Lessee, so long as said request is received by Lessor prior to expiration of the 60 day period and is agreed to in writing.

SUBORDINATION:

20. This lease is subordinate to all mortgages that may now or hereafter affect the Premises.

PLURALS; SUCCESSORS:

21. The words "Lessor"(Landlord) and "Lessee"(Tenant) wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

SEVERABILITY:

22. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

INCONSISTENCIES:

23. In the event of any inconsistencies between the terms of this Lease and any oral promises or prior writings, including the terms of any prior Letter of Intent or Proposal to Lease, then the terms of this Lease shall prevail and be deemed to have superseded any other writing, to the extent that such inconsistency may exist.

INITIAL TERM RENT, ANNUAL INCREASE & 2 MONTH RENT ABATEMENT:

24. The Lessor and Lessee have agreed that for the purpose of all calculations of Rent, CAM, Taxes and Insurance the square footage of the premises is 2,126 square feet. All rent is annual gross rent payable in monthly installments (with a 3% year over year increase rounded up) as follows:

A. INITIAL TERM RENT: The base monthly rental for each year of 3 year term:

Initial Term Annual Monthly Installments:

1. Feb. 1, 2019 - Jan. 31, 2020= \$3,189.00

2. Feb. 1, 2020 - Jan. 31, 2021= \$3,285.00

3. Feb. 1, 2021 - Jan. 31, 2022= \$3,384.00

(includes pro-rata Taxes, Insurance and CAM @ current Expense Stop)

B. RENT FORGIVENESS PERIOD IS 3 MONTHS: Lessor has agreed to abate or forgive the pro-rated collection of rent from Lessee for a period of 3 Months prior to the Rent Commencement date. This abatement or conditional forgiveness of rent is in consideration for the agreement by the Lessee to accept the premises in "as is condition" without expectation of any Lessor improvements, ***EXCEPT AS SPECIFICALLY AGREED AND ATTACHED HERETO AS LANDLORD'S WORK.***

ADDITIONAL RENT: PRO-RATA COMMON AREA MAINTENANCE (CAM)

25. **IT IS ANTICIPATED THAT LESSEE BEING THE SOLE TENANT ON THE MAIN FLOOR OF THIS 2 STORY BUILDING SHALL MAINTAIN ALL OF THE ENTRANCES AND EXITS TO THE BUILDING, THE "COURTYARD" AREA, AND IMMEDIATELY**

ADJACENT AREAS. SO LONG AS LESSEE DILIGENTLY MAINTAINS THESE AREAS THERE SHALL BE NO ADDITIONAL COMMON AREA MAINTENANCE CHARGES.

If the Lessee shall fail to properly maintain the premises, then in addition to the fixed rentals and other payments provided for herein, Lessee shall pay to Lessor Lessee's pro-rata share of the "Common Area Maintenance Costs" CAM, which said costs are defined as follows:

- (a) All costs and expenses of every kind and nature paid or incurred by Lessor during the lease term in operating, managing, equipping, policing (if and to the extent provided by Lessor), protecting, insuring, repairing, replacing, and maintaining the common areas. Such costs and expenses shall include but not be limited to: maintaining any common area; cleaning; removal of rubbish and other refuse; line painting; fire protection; interior and exterior illumination of the buildings and common areas and illumination and maintenance of signs; snow and ice clearance; costs and expenses of planting, maintaining, replanting and replacing flowers and other landscaping; water and sewage charges; premiums for liability, property damage, fire, extended coverage, malicious mischief, vandalism; workmen's compensation, employees' liability, and other insurance; wages; unemployment taxes; social security taxes; special assessment; real estate and personal property taxes; fees for audits; required licenses and permits; costs and expenses of supplies; and reasonable depreciation of, and rents paid for the lease of, equipment used in the operation of the common areas, and administrative costs;
- (b) If, in accordance with the terms of any agreement or agreements heretofore or hereafter entered into between Lessor and the owners of any parcels of real estate in or adjacent to the shopping center, all or portions of the common areas in or adjacent to the shopping center are kept, maintained, and operated by a common contractor, the Common Area Maintenance Costs shall include any portion of the costs and expenses, including fees, of such contractor as shall be allocated to Lessor in accordance with such agreement; and
- (c) All contingent fees for attorneys hired exclusively for the reduction of the real estate taxes of the subject shopping center of which the demised premises form a part.

ADDITIONAL RENT (IF APPLICABLE) COMMENCING ON 13TH MONTH FROM RENT COMMENCEMENT: PRO-RATA OF ANY INCREASE IN LESSOR INSURANCE & PROPERTY TAXES:

26. In addition to the fixed base rent, Lessee shall pay their pro-rata share of any increases to the following costs and expenses:

- (a) Any and all insurance premiums paid or incurred by Lessor in connection with the ownership, management and operation of the shopping center of which the leased premises form a part, including, but not limited to, fire, casualty and extended coverage up to an amount equal to its full replacement value, public liability, workmen's compensation and other forms of insurance coverage;
- (b) All real estate taxes and assessments, whether general, special or of any other kind or nature, paid by Lessor during any calendar year of lease term and during any extended term of this lease. Lessee's share shall be prorated, in the event Lessee is required to make such payment for a partial lease year. The term "real estate taxes" as used in this lease shall mean all taxes and assessments, general, special and otherwise, levied, assessed or imposed at any time by any governmental authority upon or against Lessor's real estate and the improvements thereon, and also any tax or assessment, levied, assessed or imposed at any time by any governmental authority upon or against the rentals payable by

tenants to Lessor, either by way of substitution for the taxes and assessments levied, assessed, or imposed against such land and/or improvements, or (other than an income or franchise tax) in addition thereto;

(c) The Additional Rent payable by Lessee per the terms of this paragraph 25 and the prior paragraph 24, may be grossed up and referred to in total as "Additional Rent" or CAM, or any other term, without effect to Lessor's right to receive this Additional Rent, or Lessee's continuing obligation to pay said Additional Rent.

**ADDITIONAL RENT- LESSEE'S POTENTIAL PRO-RATA SHARE HOW DETERMINED
("EXPENSE STOP PROVISION"):**

27. Lessee's prorated share shall be payable monthly as delineated herein as Additional Rent. THE PARTIES AGREE THAT THE CURRENT EXPENSES BELOW ARE TO BE USED AS THE BASIS FOR DETERMINING ANY ADDITIONAL RENT:

CURRENT ANNUAL PROPERTY TAXES: \$ _____

CURRENT LESSOR'S ANNUAL INSURANCE: \$ _____

Total: \$ _____

This Expense stop provision provides that the current real estate taxes and Insurance expenses are built into the annual gross rent charged, however the tenant agrees to pay Lessee as additional rent, it's pro-rata share of any increase in the above expenses commencing the 13th month from the Rent Commencement date, this is in addition, to the 3% base rent increased every year. **It is understood that Lessor will utilize the actual tax and insurance bills it receives for the property received in 2019, subtracting from these the amounts listed above in order to arrive at a difference (if any) which if a positive number (increase) will be additional pro-rata rent owed by Lessee. The above current Taxes and Insurance are based on amounts invoiced and payable in 2017.**

**For purposes of illustration only:*

Current year Taxes and Insurance Total \$12,000.00

2019 Taxes and Insurance Billed Total: \$16,000.00

Difference or Increase: \$4,000.00 per year. \$4,000/4,000 square feet= \$1.00 per square feet increase x 2,126 Lessee portion= \$2,126 in annual additional rent- \$177 additional rent each monthly installment.

In computing the percentage liability of Lessee insofar as the common areas, insurance, taxes and other expenses are concerned (the Additional Rent) for which Lessee is liable for it's own pro-rata share under the previous two paragraphs and other pertinent paragraphs, it is agreed that the total rentable area of the building now consists of 4,000 square feet, of which Lessee occupies an area of 2,126 square feet of rentable area, so that Lessee's pro-rata share of the shopping center expenses and taxes as outlined in the previous two paragraphs shall be Lessee's area of 2126/4000 which is the total rentable area of the building (approximately 55% of any increase in CAM, Insurance and Property Taxes). Lessee understands and agrees that Lessor shall calculate Lessee's liability by taking all costs divided by the then current total rentable Square Feet to arrive at a per square foot amount and then multiply said amount by the agreed to square footage listed in this lease.

- (d) Lessor shall not be obligated to hold the security deposit as a separate fund, but may commingle it with other funds;
- (e) If Lessee shall faithfully perform all of the covenants and agreements in this lease contained on the part of Lessee to be performed, the security deposit, or any then remaining balance thereof, shall be returned to Lessee, without interest, within thirty (30) days after the expiration of the lease term and surrender of possession by Lessees;
- (f) The rent security deposit shall be increased annually on the anniversary date of each lease year by the payment by Lessee to Lessor by a separate check of the difference between the monthly rent of each subsequent year and the monthly rent of the previous year; such difference to be remitted by a separate check on the anniversary of each of the years of the initial rent term, and, if exercised, each year of any option term.

EXIT DOOR AND STORE FRONT:

39. It is clearly understood and agreed that any and all exit doors, storefront and windows shall be maintained by Lessee in good order and repair. Lessor bears no responsibility for any exit doors, store front and windows, and Lessee takes possession of the same in "as is" condition.

LESSOR'S RIGHT TO MORTGAGE:

40. The rights and interest of Lessee under this lease shall be subject and subordinate to any first mortgage or trust deed creating a first mortgage lien (and any junior mortgage lien provided that Lessor shall procure the consent of the first mortgage lender) which may from time to time be placed upon the leased premises, if the mortgagee or trustee named in said mortgage or trustee named in said mortgage or trust deed shall elect to subject and subordinate the rights and interest of Lessee under this lease to the lien of its mortgage or deed of trust and shall agree not to disturb Lessees' leasehold in the event of foreclosure if Lessee is not then in default hereunder. Any first mortgagee or first trustee may elect to give the rights and interest of Lessee under this lease priority over the lien of its mortgage or deed of trust. In the event of such election and upon notification by such mortgagee or trustee to Lessee to that effect, the rights and interest of Lessee under this lease shall be deemed to be superior to the rights and interest of any such mortgagee or trustee as if this lease was dated and recorded prior to the date of said mortgage or trust deed. Lessee shall execute and deliver a non-disturbance, subordination and attornment agreement customarily used by the Lessor's mortgage lender.

Lessee agrees at any time, and from time to time during the term of this lease, upon request by Lessor or the holder of any mortgage or other instrument of security given by Lessor, to execute, acknowledge and deliver to Lessor, or to the holder of such instrument, a statement in writing certifying that this lease has not been modified and is in full force and effect (or if there have been modifications, that the same are in full force and effect and stating such modifications); that there are no defaults hereunder by Lessee and the dates to which the rent and other charges have been paid, it being intended that any such statement so delivered may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Lessor.

Lessee further agrees at any time and from time to time to acknowledge notice of the assignment of this lease by Lessor to its mortgagee.

SURRENDER:

41. Upon the expiration or other termination of this lease, Lessee shall quit and surrender to Lessor the leased premises, together with all other property affixed to the leased premises (with the exception of Lessee's trade fixtures), in good order and condition, ordinary wear and tear excepted. Lessee shall, prior to the expiration or other termination of this lease, remove all property belonging to it and failing to do so, Lessor may cause all of said property to be removed at all expense of Lessee and Lessee hereby agrees to pay all costs and expenses thereby incurred. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. In the alternative, Lessor may, at his option, treat any and all items not removed by Lessee on or before the date of expiration or of the termination of this lease as having been relinquished by Lessee and such items shall become the property of Lessor with the same force and effect as if Lessee had never owned or otherwise had any interest in such items.

ADDITIONAL REPAIRS:

42. Whenever any part of the Premises or the Shopping center is damaged by the action of Lessee, Lessee at its sole cost and expense, and without any reimbursement from, or contribution by, Lessor, shall make all necessary repairs, reconstruction and/or replacements to the leased property, plumbing systems, electrical systems and/or wiring, and to the pipes, heating and air-conditioning system or systems, window glass, fixtures, and all other appliances and appurtenances thereto and thereunto belonging, to the premises including, but not limited to, the roof, exterior and interior walls, partitions and foundation of the structures and improvements thereto and thereunto belonging, all equipment used in connection with the leased property, and the sidewalks, parking area, curbs adjoining or appurtenant to the leased premises, landscaping, grounds, and the interior and exterior of the building, including, but not limited to, the sewer and water lines, all in their entirety. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as not structural, shall be made promptly and as often as and when necessary. All repairs and replacements shall be done in a good, substantial and workmanlike manner, and shall be in quality and class at least equal to the original work. Lessor may, but shall not be required to, make such repairs and replacements for Lessee, and the expense thereof shall constitute and be collectible as so much additional rent thereunder. **LESSEE'S OBLIGATION EXTENDS TO ITS LEASED PREMISES AND THE COMMON AREAS DIRECTLY EFFECTED OR DAMAGED BY ACTIVITIES OF LESSEE. LESSOR SHALL BE RESPONSIBLE FOR NORMAL MAINTENANCE OF THE ROOF AND OTHER AREAS SOLELY SERVICING SEPARATELY LEASED APARTMENT.**

WAIVER:

43. No waiver of any covenant or condition or the breach of any covenant or condition of this lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, nor shall it justify or authorize a non-observance of any other occasion of such covenant or condition, nor shall the acceptance of rent by Lessor at any time when Lessee is in default hereunder be ever construed or interpreted as a waiver of such default or of Lessor's right to terminate this lease on account of such default.

GOVERNING LAW AND GENERAL PROVISIONS:

44. The terms of this lease shall be interpreted in accordance with the laws of the State of Illinois. The following general provisions apply to all terms contained herein:

- (a) Whenever any notice shall be required to be sent hereunder, same may be sent by fax or email if numbers or email addresses are provided herein, or by certified or registered mail, return receipt requested, and shall be deemed sent upon so mailing or sending same, to the parties hereto at the respective addresses shown at the beginning of this lease in the printed portion hereof. Either party shall have the right to advise the other, in writing, of any desired change in the name and/or address of the person(s) to whom notices are to be given hereunder, from time to time;
- (b) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee;
- (c) Whenever the consent of the Lessor shall be required under any of the provisions, covenants, or terms of this lease, such consent shall not be unreasonably withheld by Lessor, so long as the granting of such consent shall not jeopardize the Lessor's security hereunder and shall be commercially reasonable when viewed and analyzed under the prevailing economic and rental conditions existing at the time such consent is requested by Lessee;
- (d) The headings of the several articles and sections contained herein are for convenience only and do not define, limit, or construe the contents of such articles and sections. All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties.

CONDITION OF PREMISES:

45. Anything to the contrary notwithstanding in the body of this lease, it is clearly understood and agreed that Lessee has examined the condition of the premises hereby leased and that he has accepted same in "AS IS A CONDITION".

ONE THREE YEAR OPTION TO EXTEND 3% PER YEAR ANNUAL RENTAL INCREASE:

46. Provided that Lessee is not in default under any of the covenants, terms and conditions of this lease, Lessee is hereby given 1 option to extend the within lease for (1) separate and consecutive three-year optional term period, to-wit, commencing at the termination of the third and final year of the initial lease period and commencing immediately thereafter per the attached Exhibit A rent schedule, if exercised on the same terms and conditions as are contained in the within lease and as follows, and as set forth in the heading of this lease. In order to exercise the options to extend, Lessee must give Lessor advanced written notice by delivering to Lessor at the address set forth herein, notice of Lessee's election to exercise this option to extend. Said notice of election to exercise this option to extend must be received by Lessor on or before 90 days prior to the expiration of the original lease term or the Lessee's option will be waived unless otherwise agreed to by Lessor in writing.

The Annual Base Rental Amount shall increase 3% annually, rounded to the nearest full dollar, each year from the total base rental amount paid in monthly installments the previous 12 months of the Initial Term and of any exercised Option Term of the lease.

RIGHT TO SUBLEASE:

47. Lessee has the right to sublease or assign its rights and obligations under this lease to a third party purchaser of Lessee's business, only with the advance express written consent of Lessor under the following conditions:

1. Lessee must serve its written request for consent to Lessor at least sixty days prior to the sublease or assignment of its rights and obligations under this lease.
2. Lessee's intended sub-lessee or assignee shall submit all required information to allow Lessor to complete a credit check of individuals or entities intended as sub-lessee or assignee, Lessor retains the right to refuse any sublease or assignment to anyone who is determined to be un-creditworthy.
3. At the time of any request to sublet or assignment Lessee shall not have failed to perform any of the terms, provisions or conditions of this lease to be performed by Lessee.
4. Lessee and its intended assignee or sub-lessee shall execute, acknowledge and deliver to Lessor a fully executed counterpart of a written assignment of lease or sublease, as the case may be, duly consented to by Guarantor, if any, and specifically acknowledging knowledge and acceptance of each and every term of this lease by the intended assignee or sub-lessee.

Lessor shall not unreasonably withhold its consent to any assignment or sublease proposed by Lessee, and said consent shall not in any way be construed to relieve Lessee from any further performance of any of the terms and conditions of this lease and Lessee shall continue to be primarily liable hereunder with the same force and effect as though no assignment or sublease had been made; and Lessee shall be obligated to pay the Lessor the sum of \$950.00 for administrative costs, credit checks and attorney's fees in connection with any requested subletting or assignment.

SIGNAGE:

48. Lessee will be responsible for all costs and expenses, direct ancillary or incidental, including permits, design, installation, etc. per any and all local codes and ordinances regarding the installation of its exterior signage. Lessee will submit its proposal for its signage to Lessor for review and reasonable approval in advance of installation.

IN WITNESS THEREOF, the parties hereto have placed their hands and seals the day and year first above written on this Lease and any Rider.

LESSEE: 100 Grapes, LLC by it's Members: X by: Corey Hebein X by: Laura Hebein	LESSOR:Tran Investments, LLC X Jimmy Tran (SEAL) IT'S AUTHORIZED AGENT <i>Tenants to provide and maintain full contact information to Landlord, including each Tenants Social Security Number, Current Address and Mobile Phone Number and Emergency Contact information.</i>
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EXHIBIT "A"
RENT SCHEDULE

INITIAL TERM RENT: The base monthly rental for each year of 3 year term:

Initial Term Annual Monthly Installments:

1. Feb. 1, 2019 - Jan. 31, 2020= \$3,189.00

2. Feb. 1, 2020 - Jan. 31, 2021= \$3,285.00

3. Feb. 1, 2021 - Jan. 31, 2022= \$3,384.00

(For Illustration Purposes subject to all terms contained in Lease and without application of Paragraph 27.

ADDITIONAL RENT-"EXPENSE STOP PROVISION"):

ONE BY THREE YEAR OPTION TO EXTEND 3% PER YEAR ANNUAL RENTAL INCREASE (plus Paragraph 27. ADDITIONAL RENT-"EXPENSE STOP PROVISION"):

3 year Option Term Annual Monthly Installments:

1. May 1, 2021 - April 30, 2022= \$3,486.00

2. May 1, 2022 - April 30, 2023= \$3,591.00

3. May 1, 2023 - April 30, 2024= \$3,699.00

MONTHLY RENTAL PAYABLE ON FIRST DAY OF EACH MONTH AFTER 10TH OF ANY MONTH
ADDITIONAL 5% LATE FEE.

EXHIBIT "B"
LANDLORD'S WORK

LESSOR AGREES TO COMPLETE THE FOLLOWING WORK ON THE BUILDING PRIOR TO
LESSEE'S POSSESSION:

AGREED BY LESSOR:X_____ DATED:_____

ACCEPTED BY LESSEE:X_____ DATED:_____

ACCEPTED BY LESSEE:X_____ DATED:_____

PERSONAL GUARANTEE OF COMMERCIAL BUILDING LEASE

Date of Lease November 2018	3+36 Month Term of Lease Beginning Ending *November 1, 2018 - January 31, 2018 (*Rent Abatement/Early Possession period) Rent Commencement: February 1, 2019 Initial 3 Year Term: February 1, 2019 - January 31, 2022 Options: 1 x 3 year Terms See paragraph 46. Option Terms & & attached Exhibit "A" Rent Schedule.	Monthly Rent Installment: (Modified Gross Lease) Initial Term Annual Monthly Installments Feb. 1, 2019 - Jan. 31, 2020= \$3,189.00 Feb. 1, 2020 - Jan. 31, 2021= \$3,285.00 Feb. 1, 2021 - Jan. 31, 2022= \$3,384.00 (includes pro-rata Taxes, Insurance and CAM @ current Expense Stop) See paragraph 24 herein & attached Exhibit "A" Rent Schedule.
Location of Premises: 106 E. Main Street, St. Charles, IL 60174 (1st Floor)+/- 2,126 SF Store Unit		

LESSEE (Tenants): 100 Grapes, LLC Phone#	LESSOR(Landlord): TRAN INVESTMENT LLC	Rent Payable To: Jimmy Tran OR AUTHORIZED AGENTS
GUARANTOR: Corey and Laura Hebein		

On this, _____ 20_____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors, **Corey Hebein and Laura Hebein**, both jointly and severally hereby guarantee the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease as more fully provided herein.

Guarantors, absolutely and unconditionally guarantees to Landlord, its successors and assigns, the full and prompt performance of all Lessee's Obligations including, but not limited to, the payment when due of all rents, charges, and additional sums coming due under the terms of the Lease. In the event of the dissolution, bankruptcy, or insolvency of Lessee, or the inability of Lessee to pay debts as they mature, or an assignment by Lessee, or any member of Lessee, for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Lessee or any Member of Lessee alleging that Lessee is insolvent or unable to pay debts as they mature, or Lessee's default under this Lease, and even if such event shall occur at a time when any of Lessee's Obligations may not then be due and payable, Guarantor agrees to pay to Lessor upon demand, the full amount which would be next due and payable by Lessee.

The validity of this Guaranty and obligations of Guarantor hereunder shall not be terminated, affected or impaired by reason of any action which Landlord may take or fail to take against Lessee nor by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Lessor in the Lease, or otherwise, nor by reason of the bankruptcy, insolvency or inability to pay debts as they mature of the Lessor and whether or not the term of the Lease shall terminate by reason of said bankruptcy, insolvency, or inability to pay debts of Lessee.

_____(SEAL)
Corey Hebein

_____(SEAL)
Laura Hebein

QUOTE REFERENCE: LIQ/229089

ILLINOIS LIQUOR LIABILITY QUOTE

PLEASE READ CAREFULLY. THIS QUOTATION IS NOT A BINDER OF INSURANCE. IT DOES NOT NECESSARILY PROVIDE THE TERMS AND/OR COVERAGE REQUESTED IN YOUR PROPOSAL. THIS QUOTE IS VALID FOR 30 DAYS FROM: 23 October 2018

Coverholder:	Donald Gaddis Company, Inc	Retail Broker:	BRADISH ASSOCIATES LTD
	104 S. Michigan Ave., Suite 1025		215 N. ARLINGTON HTS. RD.
	Chicago		ARLINGTON HTS.
	IL		IL
	60603		60004

1. Name and address of Assured (Licensee in respect of Location 1)

100 GRAPES, LLC

-
CAROL STREAM
Illinois
60188

2. Sale or gifts of alcohol made by the licensee/s above limited to the following location

106 E. MAIN ST.
-
ST. CHARLES
Illinois
60174

3. Period: From 23 October 2018 to 23 October 2019 both days at 12:01 a.m. Central Standard Time

4. Insurance to be effected with certain UNDERWRITERS AT LLOYD'S, LONDON: 100%

5. Classification of Risk	Amount of Gross Annual Receipts
RESTAURANT	\$100,000

Producer Commission 10.00% of Total Premium	Total Premium:	\$1,140.00
	Policy Fee:	\$25.00
	Total Payable:	\$1,165.00

LIMIT OF LIABILITY
Combined Single Limit **\$1,000,000**

FORMS ATTACHED:
LII 12 (01/07)
AIF 2273

COVERAGE IS SUBJECT TO SIGNED AND DATED APPLICATION. PLEASE REFER ANY REQUEST TO BIND TO COVERHOLDER.



VILLAGE OF CAROL STREAM POLICE DEPARTMENT

500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899

October 17, 2018

Corey Hebein
[REDACTED]

Dear Corey:

Congratulations! You passed the final exam for your B.A.S.E.T. certification. By utilizing the techniques that you have learned in the class, you become more responsible as a server or seller of alcohol.

Enclosed you will find your certification from our department. Within (4) four weeks you should receive your Illinois Liquor Control Commission certificate, if not please do not hesitate to call me.

If you should have any other questions regarding the selling or serving of alcohol, please feel free to call me at any time at 630-871-6201.

Officer Thomas Eby

Thomas Eby

Carol Stream Police Department
Special Operations Unit



This is to certify that

COREY HEBEIN

has successfully completed a seminar in
ALCOHOL SELLER & SERVER EDUCATION TRAINING
State of Illinois Certified BASSET Program
EXPIRES: 10/16/2021

12-5A-0048785

ILCC Certification #

Tam Eby

Instructor

BASSET Card



October 19, 2018



Letter ID: L0063577808

License No.: 5A-0048785

Expiration Date: 10/16/2021

License Type: Basset Card

COREY HEBEIN

Your "Student ID number" is: 419

Your "Trainer's ID number" is: 5A-0048785

Your BASSET Card is located BELOW

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

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov

(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

BEVERAGE ALCOHOL SELLERS AND SERVERS

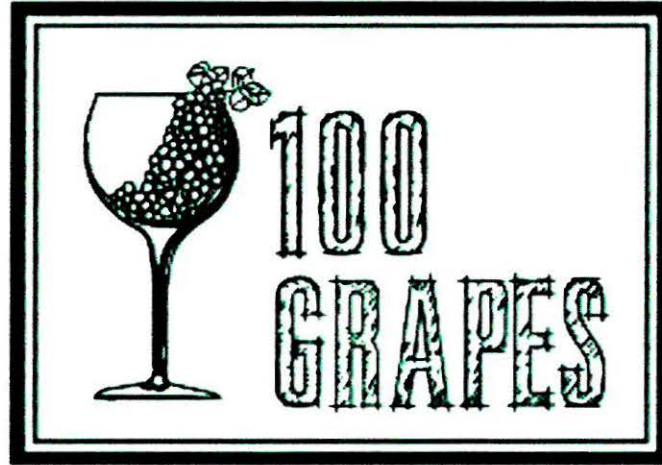
EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 10/16/2018 Expires: 10/16/2021

Trainer's IL Liquor License Number: 5A-0048785

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

100 Grapes Winery and Tasting Room



100 Grapes, LLC



Table of Contents

Company Description	3
Products and Services	4
Operational Plan	5
Appendix A	6

Company Description

100 Grapes, LLC is a private label winery and tasting room. It is our mission to bring great wine to a larger audience, in a relaxed and welcoming environment. Every wine expert began their journey as a novice. Unfortunately for most, oenology (the study of wine) has an air of unapproachability. Tasting rooms and vineyard alike seem to welcome only the knowledgeable. The 100 Grapes tasting room will cater to all individuals, from the unseasoned to the sommelier. We will bring our own unique spin on education to the tasting experience in a comfortable yet refined space.

In addition to our focus on sharing knowledge, we value community involvement, and 100 Grapes looks to give back to the community that it serves. 100 Grapes also plans to provide special promotions for the area police, firefighters, and local government.

From a storefront beginning, 100 Grapes aims to grow to a full production and tasting estate. Our plan is to transition from private label, to an in house production that sources grapes from Illinois Vineyards. It is our goal to become an essential stop on the Northern Illinois Wine Trail.

Within our first two years, 100 Grapes plans to turn a profit and aggressively funnel profits into paying off all debts and loans. Within five years, the 100 Grapes financial outlook is to be in a position where we can open a secondary location, thus extending our reach and brand name. Our 10 year goal is to open a production facility. Once wine production can take place in house, we will begin the process of slowly transitioning to Illinois sourced grapes.

100 Grapes guests to the winery will include local residents and area visitors, with a big draw from the local businesses and their workers (all of course, over the age of 21). Our target guests have expendable income and enjoy wine, but don't necessarily know too much about the specifics of the wine tasting. We want to attract visitors who may otherwise be put off by the haughty, intimidating environment of other area tasting rooms.

The Illinois wine industry is currently experiencing a boom in growth. As of 2017 there was 10 times the number of wineries in the state of Illinois, than there were in 2007. The Illinois Grape Growers and Vintners Association estimated that in 2012 Illinois wine industry accounted for \$692 million in revenue.

100 Grapes is a Limited Liability Company. This structure has been chosen for its flexibility and pass-through taxation option. 100 Grapes, LLC has two managing members, wife and husband: Laura Hebein and Corey Hebein. Percentage interest is divided 51% to Laura Hebein and 49% to Corey Hebein, making 100 Grapes, LLC a majority woman owned company. Majority ownership has been divided in this fashion to provide 100 Grapes, LLC with the ability to participate in woman owned business opportunities such as grants and memberships. As well as, support the existing, and expansion, of local woman owned businesses. 100 Grapes, LLC managing members plan to take every fiscal benefit afforded by the structure and percentage interest chosen.

Products and Services

Wine loving residents of the Northwest Suburbs have precious few choices when it comes to local wineries and tasting rooms. While retailers of wine as a product are in abundance, there are only a handful of locations to enjoy wine as an experience. The local tasting rooms that are available are often intimidating for the casual wine drinker. Wine comes in virtually endless styles and varietals, which can be a lot for a novice wine drinker to take in, much less choose.

100 Grapes Winery provides a friendly environment to experience our unique wine for all levels of consumer. 100 Grapes major focus is creating a welcoming atmosphere. Other brands may be satisfied to rest on the laurels of their product, but the managers of 100 Grapes feel that the quality of our wine will be wasted without great, friendly service.

The 100 Grapes experience will include our unique brand of wine sold by; Tasting, Flight, by the Glass, or Bottle. Tastings sold at \$7.00, will include six one-ounce pours selected by the guest from any of our available varietals. Flights sold at \$9.00 will offer four two-ounce pours of our guests choosing. Wines by the glass will be available for all of our varietals at \$7.00. Guests may also choose to share a bottle in house or purchase bottles at retail for home consumption. Bottle prices will vary based on the wine and will average \$15.00.

The biggest competitors, within the Northwestern Suburban area of Illinois, are; Cooper's Hawk, Galena Cellars Winery, and Lynfred Winery. They offer glasses of wine and bottles, but flights and tastings are not always available among other wine providers.

100 Grapes Winery will offer eight varietals to start; four whites and four reds, based on the managers choosing from our supplier- Fenn Valley Vineyards. All wine will be produced, bottled, and labeled by Fenn Valley Vineyards.

Operational Plan

100 Grapes Tasting Room will serve its exclusive brand of wine. Our wine will be available by tasting, flight, glass, or bottle. Excellent service is our goal. 100 Grapes will welcome all experience levels of wine drinkers and will encourage learning about wines via our service to all customers. 100 Grapes staff will be knowledgeable on each varietal and the special processes involved in producing each. We will partner with our provider, Fenn Valley Vineyards, to share wine insights with our guests. Above all else, we would like our guest to feel that 100 Grapes Tasting Room is a comfortable, welcoming environment. Each guest will be greeted as a friend. Our staff will engage guests in conversation and strive to build meaningful relationships with every visitor that walks into 100 Grapes Tasting Room.

100 Grapes Winery will rely heavily on our wine supplier Fenn Valley Vineyards to maintain the quality of our wines. Having personal experience with the wines offered by Fenn Valley Vineyards for the last seven years, the managers of 100 Grapes are fully confident in the consistency and quality of Fenn Valley Vineyards wines.

100 Grapes has settled on the commercial storefront located at 106 E Main Street in St. Charles, IL for its primary location. This storefront affords 100 Grapes Tasting Room a high volume of foot traffic as well as easy access for a number of local businesses. We will not have live music. We will not have outdoor seating, though the atrium feature at this location is a welcome bonus, creating an outdoor seating feel while being inside (Appendix A).

Currently the property is completely empty with the exception of two existing, newly build, bathrooms. Flooring will need to be installed as only the subfloor currently exists. Secure, temperature controlled inventory storage will need to be built into the space. Additionally a bar and easy access inventory storage must be built. See proposed floor plan in Appendix A.

100 Grapes needs to obtain retail and service liquor licenses from both St. Charles and the State of Illinois to serve its guests. Both managers and any future employees will need to be BASSET certified to serve alcohol. In addition to standard business insurance, 100 Grapes will also acquire liquor liability insurance.

100 Grapes Tasting Room hours of operation will be:

Monday through Thursday - 11am to 7pm

Friday and Saturday - 11am to 8pm

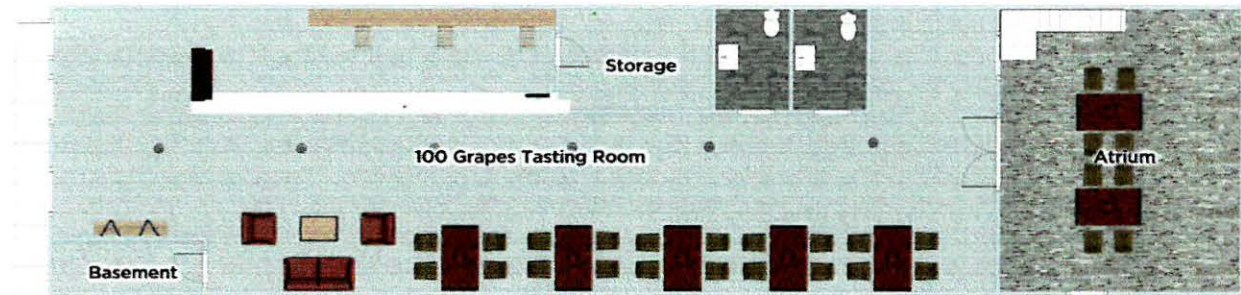
Sundays - 12pm to 5 pm

Appendix A

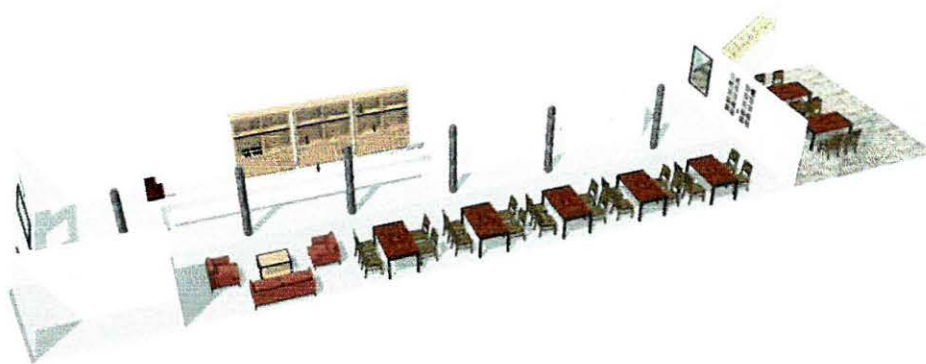
106 E Main St, St. Charles, IL 60174

Proposed Buildout & Floor Plan

Main Area: 22.5' x 75'



Expected seating is 32 guests. Bar standing room only expected to stand 20 guests.



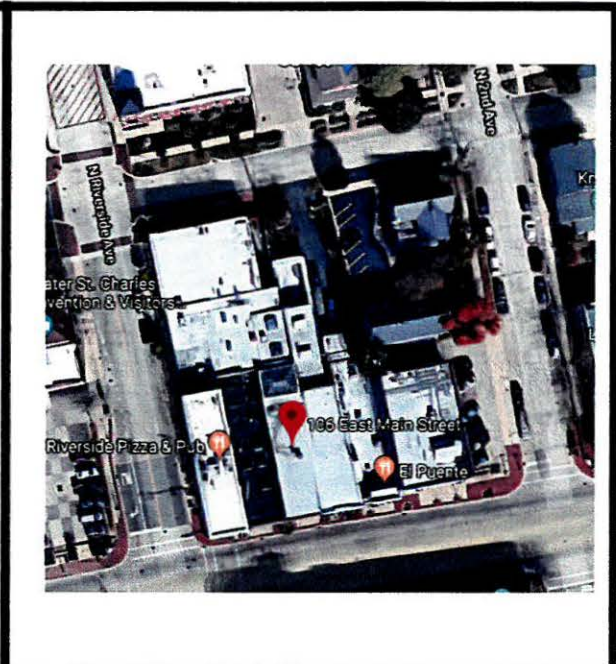
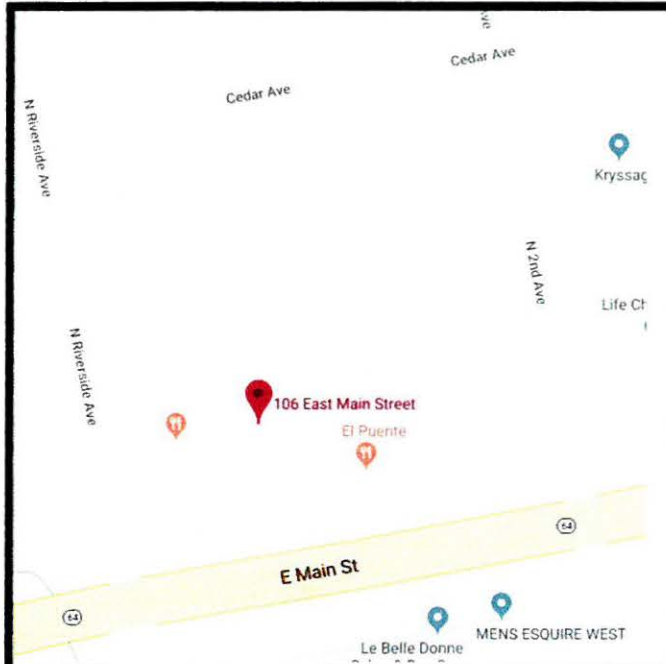
Rear Atrium: 22.5' x 19'



Appendix A (cont)

106 E Main St, St. Charles, IL 60174

There is no outside parking or seating included or available with this unit.





City of St. Charles
Chapter 34 – Existing Building Evaluation

Building & Code Enforcement 630.377.4406

Fire Prevention Bureau 630.377.4457

Site Address: 106 E MAIN ST

Contact Name: CORRY HEBER Date: 10-30-18

Telephone No.: [REDACTED]

Building Area/Square feet: 2100 Number of Floors: 2

Building Height: 25 Construction Type: 3

Existing Use: EMPTY UNIT - RESTAURANT Zoning Type: (Existing) CBD-1

Proposed Use: WINE TASTING / SALES

Fire

Existing Sprinkler Systems ☒ Yes ☐ No Conforming Door Hardware Yes ☒ No

Existing Fire Alarm ☒ Yes ☐ No Conforming Exiting/Access/Doors Yes ☒ No

Existing Knox Box ☒ Yes ☐ No Special Hazard or Process: No

1. Evaluate rear exit/doors and hardware at plan review.
2. 1 hour separation at basement door and repair stairs to basement.
3. Submit any sprinkler or fire alarm plans to fire department.
4. Provide Knox box key at final inspection.

Building

Parking Off-Street: EXISTING/PUBLIC Accessibility: YES

Docks: N/A Restrooms: 2 NEW PLACES RESTROOMS

HVAC System/Exhaust Hoods: FILTERED AIR Exits: 2

Electrical System (s): 2-100 AMP BREAKER Elevator: N/A

Kane County Health Review: POSSIBLE REVIEW Structural Analysis/Floor Load: NEEDED

(Phone NO. 630.444.3040)

1. FLOOR ALTERATION TO BE REVIEWED BY STRUCTURAL ENGINEER FOR NEW USE

Building Official (s) BOB VANDERMAAR LALAPPA

Fire Official (s) LT. THOMAS J. [REDACTED] #49

Received by (Please Print) [REDACTED]

Failure to identify a code requirements and/or violations does not relieve the owner of the obligation to compliance. Final construction and installation must be in compliance with the Code.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4e

Title:

Recommendation to approve an Ordinance Amending Title 10 “Vehicles and Traffic”, Section 10.40.010 “Parking Exhibits” of the St. Charles Municipal Code

Presenter:

Police Commander Majewski

Meeting: Government Operations Committee

Date: November 19, 2018

Proposed Cost: N/A

Budgeted Amount: \$

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

In an effort to improve parking space availability in downtown St. Charles, the Police Department recommends the attached revisions be made to several exhibits in Title 10 “Vehicles and Traffic”, Chapter 10.40 “Stopping, Standing and Parking”, Section 10.40.010 “Parking Time Limits” of the City of St. Charles City Code.

Please see the attached documents which highlight the recommended parking lot and deck parking modifications.

Attachments *(please list):*

Exhibits with proposed changes; proposed changes to ordinance; illustration of proposed changes on GIS map

Recommendation/Suggested Action *(briefly explain):*

The Police Department recommends approval of these updates to Title 10 “Vehicles and Traffic” of the City Ordinance.

Proposed changes to City Code 10.40.010:

Note: Amended Timed Parking for City Lots X, Y and Z (lower)

10.40.010 – Parking Exhibits

Suggested changes include the following to be made to the attached exhibits:

Municipal Lot X currently allows timed parking for 8 hours, 9am to 5pm, Monday through Saturday and has 30 spaces.

Proposed changes to timed parking: 3 hours, 8am-5pm, Monday through Friday for all spaces.

Municipal Lot Y currently allows timed parking for 12 hours, 5am to 5pm, Monday through Friday, 24 hours for Sat-Sun and Holidays and has 18 spaces.

Proposed changes to timed parking: 3 hours, 8am-5pm, Monday through Friday for all spaces.

Municipal Lot Z (lower level) currently allows timed parking for 2 hours, 9am-5pm, Monday through Friday and has 58 spaces.

Proposed changes to timed parking:

The 4 spaces closest to Illinois St. shall be timed for 30 minutes, 9am-5pm, Monday through Friday.

The next 4 spaces closest to Illinois St. shall be timed for 90 minute parking, 9am-5pm, Monday through Friday.

The remaining 50 spaces will be timed for 8 hours, 9am-5pm, Monday through Friday.

Note: Municipal Lot Z (upper level) will remain timed at 2 hours, 9am-5pm, Monday through Friday.



City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

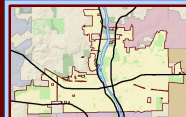
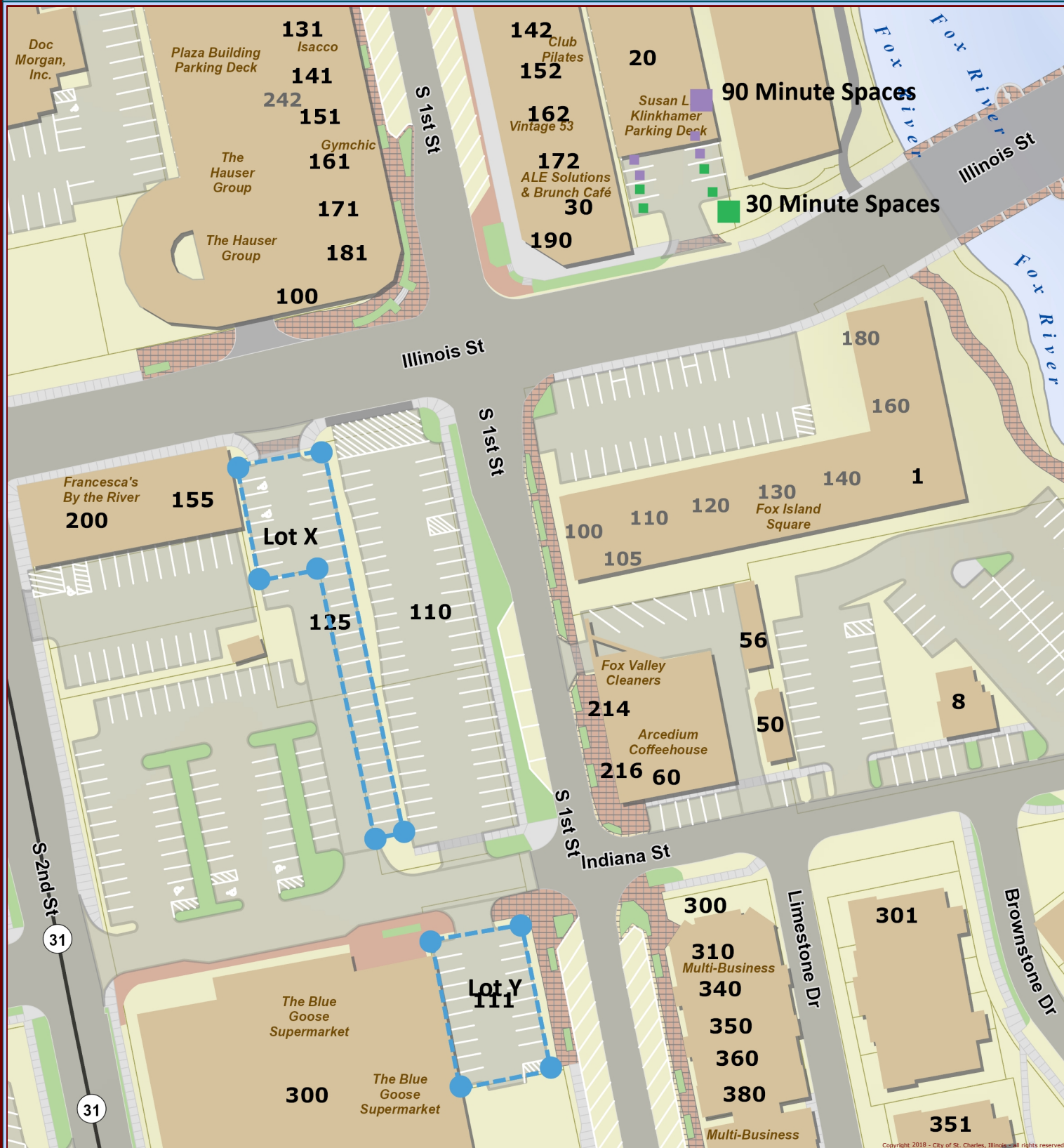
Precision GIS

RAYMOND ROGINA

Mayor

MARK KOENEN

City Administrator



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Coordinate System: Illinois State Plane East
Projection: Transverse Mercator
North American Datum 1983
Printed on: November 7, 2018 02:31 PM

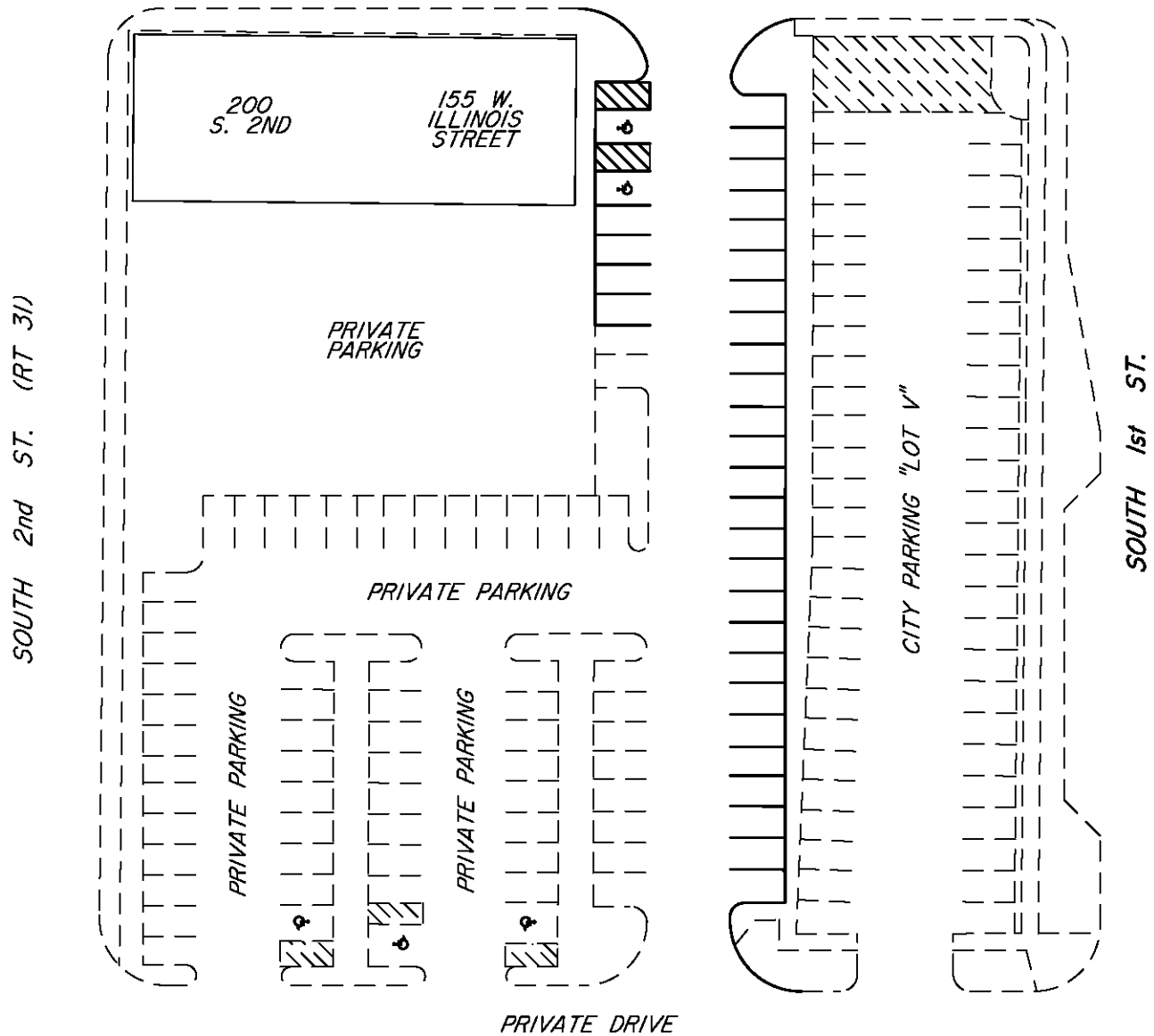


0 42 83 Feet

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Powered by Precision GIS

EXHIBIT "PL-X" 10.40.010
MUNICIPAL PARKING LOT "X"

ILLINOIS ST.



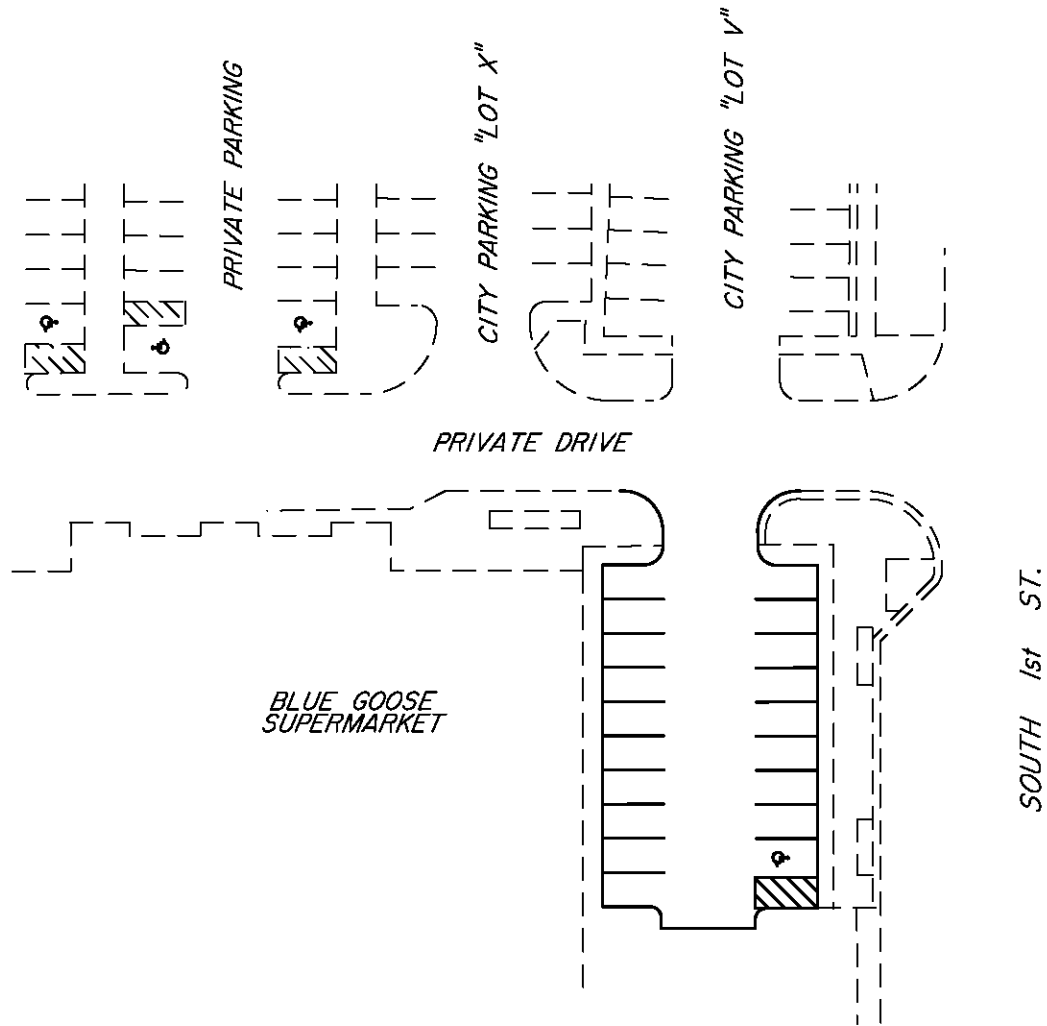
30 (3 HR) PUBLIC PARKING SPACES
2 (3 HR) HANDICAPPED SPACES
8 AM - 5 PM, MON - FRI

INDIANA STREET PARKING LOT



11-13-2018
1"=50'

MUNICIPAL PARKING LOT "Y"



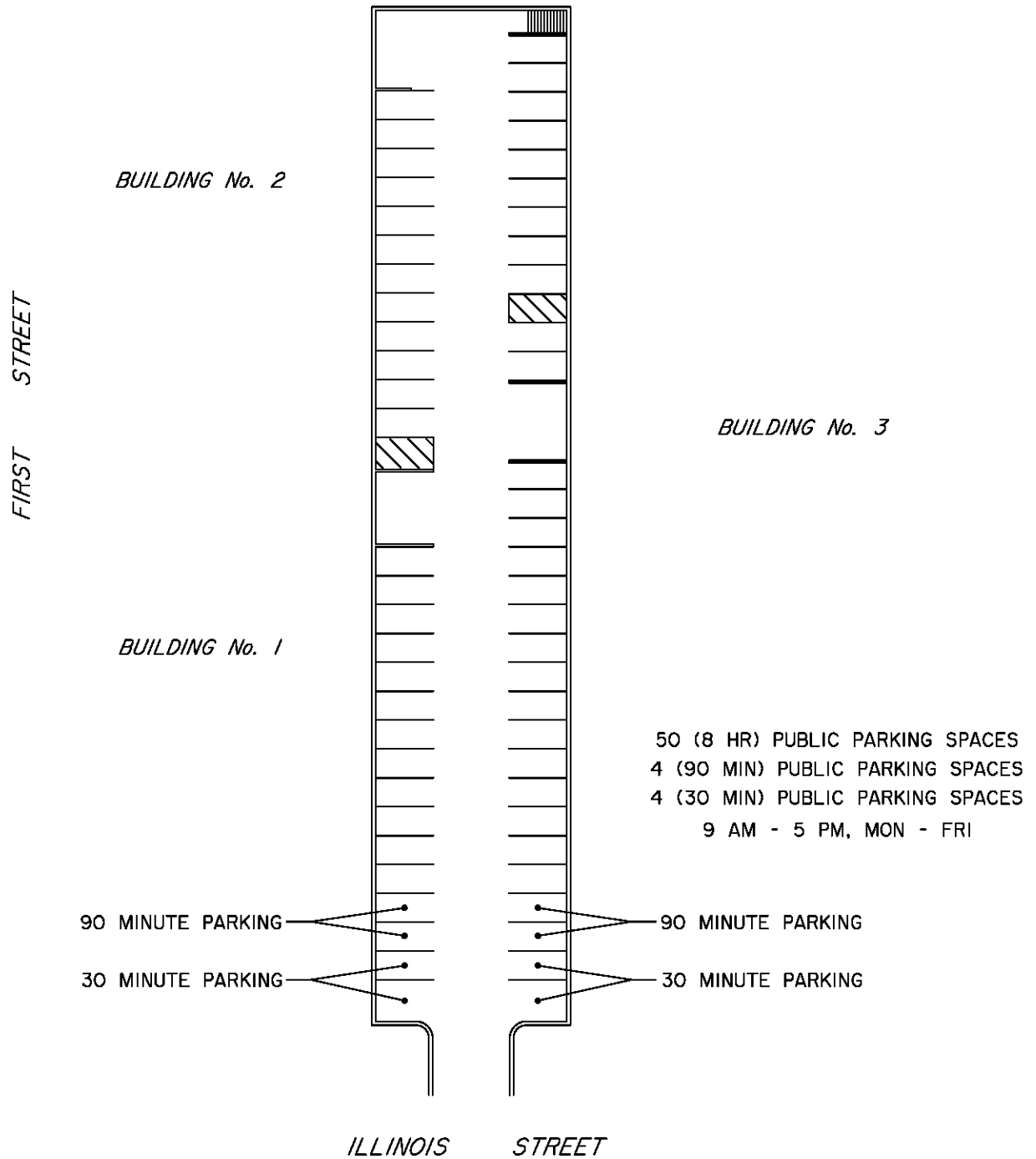
18 (3 HR) PARKING SPACES
1 (3 HR) HANDICAPPED SPACE
8 AM - 5 PM, MON - FRI

INDIANA STREET PARKING LOT

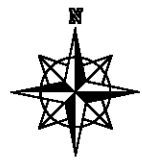


11-13-2018
1"=50'

EXHIBIT "PL-Z" 10.40.010
MUNICIPAL PARKING LOT "Z"



SUSAN L. KLINKHAMER PARKING DECK
LOWER LEVEL



11/13/2018
1"=50'

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4f

Title:

Recommendation to approve a Proposal for a B1 Liquor License Application for Burritos Los Asaderos, Inc. Located at 2400 E. Main Street, Suite 112, St. Charles.

Presenter:

Police Chief James Keegan

Meeting: Government Operations Committee Date: November 19, 2018

Proposed Cost: \$

Budgeted Amount: \$

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

This is a new liquor license request for former A'Salute location, which is located at 2400 E. Main Street, Suite 112. This owner also owns and operates Burritos and Guacamole, located at 818 E. Main Street in St. Charles. They do not have a liquor license for that location.

Pursuant to this item being presented at the Government Operations Committee meeting for approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, November 19, 2018, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on December 3, 2018 for final approval.

Attachments *(please list):*

Summary, Memo, Liquor License Application, Lease, Certificate of Insurance, Floor Plan

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Proposal for a B1 Liquor License Application for Burritos Los Asaderos, Inc. located at 2400 E. Main Street, Suite 112, St. Charles.



Memo

Date: 11/13/2018

To: The Honorable Ray Rogina, Mayor - Liquor Commissioner

From: James Keegan, Chief of Police

Re: Background Investigation – Burrito Los Asaderos-2400 E. Main Street #112 (B-1)

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

As you're aware, this site operated as a longstanding St. Charles bar/restaurant/bar that for many years also possessed a liquor license (A 'Salute). Due to an unfortunate death, the bar ceased operation and ownership changed hands. As a result, this location now operates as restaurant; initially as a breakfast/lunch location and now, as a burrito house. The owner/operator is looking to expand business operations to include on-site alcohol sales.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude the site location of a liquor license, but did discover some derogatory information on the owner of record; albeit from several years. Several arrests were discovered from the mid-1990's and the early 2000's. Each case was dropped by the prosecutor's office and not prosecuted with the exception of a DUI arrest from 2000. There was also some inappropriate behavior involving a female co-worker from 2009 that was not prosecuted in Aurora.

In reviewing all of the associated police reports and in talking with the applicant, we feel that his lack of criminal convictions (only one from 2000/DUI) and the amount of time that has surpassed since his questionable conduct (about 9-years since the Aurora incident and 18-years since his last arrest), he has matured enough to possess a liquor license with the proper admonishment (St. Charles enforces liquor code violations with zero tolerance).

As always, the decision to grant a liquor license is at the sole discretion of the City Council. Thank you in advance for your consideration in this matter.



Memo

Date: 11/12/18
To: Chief Keegan
From: Commander Pierce *CWP*
Re: Liquor License Background, Burrito Los Asaderos 2400 E. Main St #112.

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted by Yummy Place Burrito Los Asaderos Inc. d/b/a, Burrito Los Asaderos, for a Class B-1 liquor license. This business is located at 2400 E. Main Street #112.

Applicant:

Aleman, Rodolfo.



Application:

The application was received on or around 10/29/18. The application appears to be complete, including a floor plan and business plan.

There is an attached lease that is signed as the business is currently operating as a restaurant without a liquor license. A Certificate of Liability for Illinois Liquor Liability insurance was also included. Aleman holds a valid BASSET Certification and a copy has been provided with the application.

Records Checks:

Aleman has been fingerprinted. Responses from both the FBI and Illinois Bureau of Identification show the following arrests; a Domestic Battery by Bellwood PD on 02/28/95. No disposition was provided. DUI by Lombard PD on 02/21/00. This arrest showed a disposition of guilty. An arrest by Hanover Park PD on 12/25/00 for Domestic Battery and Criminal Sexual Assault. A query of Du Page County Circuit Clerk showed all charges for this case involving the Sex Assault were Nolle Pros, which means the charges were dropped. Due to the age of the report, Du Page does not have all the documentation; however it looks as though the charges were dropped due to the victim



not appearing in court. A Copy of the Hanover Park Police report is attached. The last arrest was for Battery/Bodily harm by Carol Stream PD on 05/27/04. The disposition of this case showed Nolle Pros. I called Carol Stream PD who advised they no longer have record of this incident after switching to a new records management system in 2006. Du Page County Circuit Clerk does not have this arrest listed in their data base.

A check of St. Charles and Kane County records showed no police contacts of concern for Aleman.

A Police records check with Montgomery, and Bolingbrook police departments showed no contacts of concern.

A records check with Aurora PD showed Aleman was the "Offender" in a Battery. According to the report Aleman owned a Restaurant in Aurora in 2009. In the report a female employee accused Aleman of touching her inappropriately several times to include kissing her on the lips without her consent and "smacking" her on her buttocks. When the report was written in August of 2009 the employee wished to sign a complaint. In October of 2009 when the police department followed up with the victim to proceed with charges, she declined to move forward and the case was closed.

A check of the Illinois Liquor Control Commission showed no current license and no record of license revocation.

A check of TLO and I-Clear (law enforcement databases) showed the information concerning Aleman's identity to be accurate. TLO did show a judgment against him in Will County. I checked Will County's circuit clerk's website and found that a subject had sued Aleman and several other people. It looked as though Aleman had to pay \$60,000.00. I-Clear showed Aleman's arrest in Hanover Park.

A check of the Illinois Secretary of State website shows Yummy Place Burrito Los Asaderos Inc. to currently be in good standing.

INTERVIEW WITH APPLICANT:

On 11/05/18 at approximately 8:00am, I met with Aleman at the police department front desk. Aleman advised that he currently runs Yummy Place Restaurant at 2400 E. Main Street #112 (Formally A' Salute). The liquor application indicates the liquor inventory will be approximately \$5,000.00. Aleman has no plans in changing how the business currently operates and would simply like to serve beer, wine, and margaritas with meals. Aleman is a U.S. citizen and has lived in Montgomery, Illinois for the past 3 years. Prior to Montgomery, he lived in Aurora, Illinois for a year and Bolingbrook, Illinois for 7 years before that. Aleman has never held a liquor license before. When asked if there was anything in his past that would preclude him from obtaining a license, Aleman said no. Aleman did go on to tell me that many years ago his first wife would get him in trouble a

lot and he had been arrested, but for nothing serious. Aleman said since getting divorced, he has stopped drinking alcohol and has no more legal problems since.

SITE VISIT:

On 11/12/18, I visited the location. The first thing I noticed was the Yummy's sign was gone and now the sign "Los Asaderos" hung in its place. Inside I found the business lay out to be exactly as the floor plan provided with the application. During the site visit I met with Aleman. I asked Aleman about the Will County judgment. Aleman claimed that he bought a grocery store in Bolingbrook with his former wife, her brother and her sister. He said the group bought the business on a handshake agreement, but in the end the previous owner tried to get more money. Aleman said he was ordered to pay \$60,000.00. I asked about the Sex Assault arrest in Hanover Park. Aleman admitted it was him, but he did not touch the victim. Aleman said the charges were dropped when the victim did not show up. Aleman then said the victim told the judge she lied to have him arrested and the judge dismissed the case. I asked him about the arrest for Battery in Carol Stream. Aleman said he was at work when a fellow employee and he got into an argument. During the argument Aleman said the other employee tried to stab him with a knife so he defended himself and Battered the subject. Aleman said since these contacts with the police he has obtained his U.S. citizenship in 2006 (See attached) and has had no other problems. At this time I did not have the Aurora Police report therefore I did not ask him about this report.

Aleman and I spoke about where he would be storing the alcohol that he would be serving. At first Aleman said he wanted a cooler out on the dining room floor near the cash register. I told Aleman this was not acceptable due to the fact that anyone would have access to the alcohol. I told him he would need to store everything behind the counter. I advised him that only persons 21 and older who were Bassett trained could serve the alcohol. Aleman said he understood.

When asked about the name change on the building, Aleman said he initially opened the business for/with his cousin, who soon backed out saying he didn't want to run the business. He said now the business with be Burrito Los Asaderos.

This concludes this background investigation. Recommend approval.

CP

City of St. Charles, Illinois Liquor Control Commissioner
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION
APPLICATION FEE IS NON-REFUNDABLE



Incomplete applications will not be accepted.

Completed applications may be submitted to:

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

Date Application Received: _____ ☒ New Application ☐ Renewal Application

APPLICATION CHECKLIST

Check items to confirm all are attached to this application	Applicant	Office Use Only
Application Fee	<input type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
Completed 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 type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits .	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <ul style="list-style-type: none"> <input type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan 	<input type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary for this business.	<input type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input type="checkbox"/>	<input type="checkbox"/>

OFFICIAL USE ONLY

☐ Approved* ☐ Denied Date Approved/Denied: _____ Customer Number: _____

Signature of Mayor, Liquor Control Commissioner

Date Issued

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

07.05.2016

APPLICANT INFORMATION

A. Type of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other (explain):

B. Business Name: Yummy Place Burrito Los Asaderos Inc

C. Business Address: 2400 E Main St. St. Charles IL 60174

D. IL [REDACTED] E. Business Phone: 331 901 5099 F. Business E-mail: [REDACTED] N/A

H. Contact Person: Rodolfo Aleman I. Title: President J. Phone No.: [REDACTED]

K. If Corporation, Corporation Name: Yummy Place Burrito Los Asaderos Inc

L. Corporation Address (city, state, zip code): 2400 E. Main St. St. Charles IL 60174

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Type of Establishment: ☐ Package ☒ Restaurant ☐ Tavern ☐ Hotel/Banquet/Arcada/Q-Center ☐ Other

B. Address applying for liquor license (exact street address): 2400 E Main St. #112 C. Number of Parking Spaces: 200 D. Outside Dining s.f. [17.20.020-R]: N/A E. Holding Bar s.f. [5.08.010-F]: 700

F. Total Building s.f.: 2,500 G. Total Number of Seats: 80 H. Number of Bar Seats: 8 I. Sale Counter s.f.: 200 J. Live Entertainment Area s.f. [5.08.010-H]: N/A

K. Kitchen s.f.: 700sq L. Cooler s.f.: 50 M. Dry Storage s.f.: 30 N. Seating Area s.f.: 1500 O. Retail/public Area s.f.: 1500 P. Service Bar s.f. [5.08.010-O]: N/A

Q. Brief Business Plan description based on type of establishment listed above:
Mexican Restaurant Requesting Liquor License

MANAGER INFORMATION

Full Name, include middle initial: Rodolfo Aleman Title: President

Birthdate: [REDACTED] Birthplace: Zacatecas Driver's License#: [REDACTED] Home Phone: [REDACTED]

Home Address: [REDACTED]

Full Name, include middle initial: _____ Title: _____

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

Home Address: _____

Full Name, include middle initial: _____ Title: _____

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

Home Address: _____

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:****CLASS B LICENSES**

- | | |
|----|--|
| 1. | Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following (<i>check off once complete</i>): <ul style="list-style-type: none">a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.** |
| 2. | The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site drawing or as provided on the face of the license. |
| 3. | A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. |
| 4. | It shall be unlawful for any Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

CLASS C LICENSES

- | | |
|----|---|
| 1. | Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following (<i>check off once complete</i>): <ul style="list-style-type: none">a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;b. The designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided;c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.** |
| 2. | The site drawing is subject to the approval of the Local Liquor Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the same on the approved site drawing or as provided on the face of the license. |
| 3. | A copy of the approved site drawing shall be attached to the approved license and is made a part of said license. |
| 4. | It shall be unlawful for any Class C licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing. |

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

CORPORATION / PREMISES QUESTIONS

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, print name(s), date(s), and place(s) of naturalization: <i>Rodolfo Aleman, Chicago IL, 2006</i></p>
2.	<p>List the type of business of the applicant (5.08.070-3): <i>Restaurant</i></p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): <i>15 years</i></p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ <i>\$5,000</i></p>
5.	<p>Location/address and description of business to be operated under this applied for license (5.08.070-6): <i>2400 E main St. St. Charles IL 60174</i> <i>suite #112</i></p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: <i>Foxboro Plaza Partnership</i></p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>

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

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

20. **Mandatory:** Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station **(5.08.230)**?

☐ Yes ☒ No

COMMENTS/ADDITIONAL INFORMATION

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) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

Name:
(First) (Last) (Middle) Manager

Home Street Address:

City, State, Zip:

Date of Course: Place Course was Taken:

Birthdate: Certificate Granted: Expiration:

NEW MANAGEMENT REQUIREMENTS

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

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

APPLICATION FOR LATE NIGHT PERMIT**SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C****To: St. Charles Liquor Control Commission****Date:**

I now possess or have applied for a liquor license Class

Applicant's Name:**Name of Business:****Business Address:****Business Phone:****SUPPLEMENTAL PERMIT APPLIED FOR****Payment of Late Night Permit fee is required at the time the permit is issued.**☐ 1:00 a.m. Late Night Permit – fee of \$800.00☐ 2:00 a.m. Late Night Permit – fee of \$2,300.00**NOTE:** Other permits that may be available upon request include:

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

SIGNATURESRodolfo Aleman**Applicant's Signature**☐ Liquor Commissioner hereby directs City Clerk to issue permit indicated above._____
Liquor Commissioner's Signature_____
Date

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date: 11/12/18 Name of Applicant: RODOLFO ALEMAN

Name of Business: BURRITO LOS ASADEROS

Address of Business: 2400 E. MAIN ST. #112 ST. CHARLES IL Ward Number: 2

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

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

1. Date on which applicant will begin selling retail alcoholic liquors at this location:
AS SOON AS LICENSE IS ISSUED

2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? ☐ Yes ☒ No

3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? ☐ Yes ☐ No

If yes, answer a, b and c:

- a. State the kind of such business:
- b. Give date on which applicant began the kind of business named at this location:
- c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?

☐ Yes ☐ No

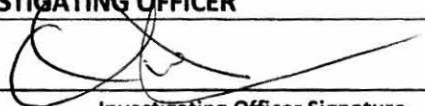
4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? ☐ Yes ☐ No

If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? ☐ Yes ☐ No

5. Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes? ☐ Yes ☒ No

6. Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.) ☐ Yes ☒ No

7. If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: ☒ Yes ☐ No RESTAURANT

8.	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.	Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10.	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11.	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:
13.	Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by: <u>SCP</u> Date: <u>11-02-12</u>
14.	Other necessary data:
SIGNATURES ENDORSEMENTS AND APPROVALS	
INVESTIGATING OFFICER	
 Investigating Officer Signature	<u>323</u> <u>Commander</u> Badge Number & Rank
ENDORSEMENT OF THE CHIEF OF POLICE	
Recommend Issuing Liquor License: <input type="checkbox"/> Yes <input type="checkbox"/> No	
_____ Signature Of Chief of Police	_____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2018

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

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

PRODUCER American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	CONTACT NAME: American Family Insurance - Business Insurance	
	PHONE (A/C, No, Ext): 866-908-0626	FAX (A/C, No):
	E-MAIL ADDRESS: service@amfambusinessinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Midvale Indemnity Company	27138
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
LOS AZADEROS
2400 E MAIN ST STE 112
SAINT CHARLES IL 60174

COVERAGES**CERTIFICATE NUMBER: 9181110107538289051106 REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	N	N	BPP1031991	11/06/2018	11/06/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	N/A					OTH-ER
	(Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE
							AGGREGATE

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

-Cooking Restaurant

CERTIFICATE HOLDER

CITY OF ST. CHARLES 2 E. MAIN ST ST. CHARLES, IL 60174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Sides

HUARACHE

An oblong fried corn base topped with refried beans, ground beef, lettuce, tomato, onion, cheese, and salsa. 6

SOPE

Thick tortilla with a crispy exterior and with a soft interior. Topped with ground beef and veggies. 5

GUACAMOLE WITH CHIPS

Creamy avocado with tomato, onion, jalapeno, garlic, and cilantro. 7

NACHOS SUPREME

Tortilla chips topped with cheese, onion, tomato, olives, and sour cream. 10

GORDITA

Cheese, ground beef, and veggies, stuffed in a corn dough and fried. 5



SOUP

9

A la Carte

SANDWICHES / TORTA'S

Served with lettuce, tomatoes, sour cream and avocado

- ◆ Breaded Beef / Milanes
- ◆ Marinated Pork / Pastor
- ◆ Steak / Asada
- ◆ Cuban / Cubana
- ◆ Chicken / Pollo
- ◆ Hawaiian / Hawaiiana



SOPES, GORDITAS, HAURACHES, & QUESADILLAS

Choose your favorite ingredient

- ◆ Steak / Asada
- ◆ Tongue / Lengua
- ◆ Fried pork skins / Chicarron
- ◆ Pork / Pastor
- ◆ Ground beef / Carne Molida
- ◆ Chipotle Chicken / Tinga
- ◆ Veggies



TACOS

Choose your favorite ingredient

- ◆ Steak / Asada
- ◆ Tongue / Lengua
- ◆ Fried pork skins / Chicarron
- ◆ Pork / Pastor
- ◆ Chicken / Pollo
- ◆ Vegetables / Vegetales
- ◆ Ground Beef / Carne Molida
- ◆ Beef head / Cabeza



Drinks / Bebidas

- ◆ Horchata
- ◆ Coca-cola
- ◆ Jamaica
- ◆ Jarritos



TAMPIQUENA

Carne a la tampiqueña is one of the most popular meat dishes in Mexico. Each ingredient was given a meaning that represents the region of its founding; Huasteca, Mexico. 14



GRILLED SKIRT STEAK

Tender and juicy carne asada that is grilled to perfection. 13



TAMALES

Pork filled corn dough that's steamed in a corn husk 11



GRILLED STEAK & SHRIMP COMBO

Tender and juicy skirt steak paired with our sizzling' shrimp. 18



CHIMICHANGA

A deep fried burrito. Choose from steak, chicken, ground beef, pork, tongue, beef head, fried pork skins, or vegetarian. 11

BURRITO

Choose your favorite protein. Steak, chicken, ground beef, pork, tongue, beef head, fried pork skins, or vegetarian. 11



TACO

Choose your favorite protein or mix and match. Steak, chicken, ground beef, pork, tongue, beef head, fried pork skins, or vegetarian. Includes 3 tacos. 11
A la carte. 2.89



BEEF FAJITAS

Sliced skirt steak grilled with onions, tomatoes, green peppers, and poblano peppers. 17



CHICKEN FAJITAS

Chicken breast grilled with onions, tomatoes, green peppers, and poblano peppers. 15



TORTA

This sandwich is served with lettuce, tomato, sour cream, and avocado. Choose from breaded beef, marinated pork, steak, Cuban, chicken, or Hawaiian. 11
A la Carte 8

ENCHILADAS

This stuffed tortilla is covered in your choice of red (roja) or green (verde) sauce. 11



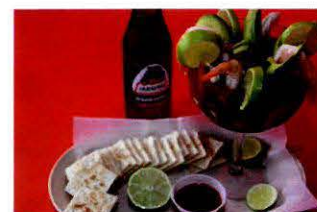
STUFFED POBLANO PEPPERS

These chargrilled chiles rellenos are stuffed with creamy queso fresco. 11



SHRIMP COCKTAIL

Plump and tender shrimp, cooked, then chilled. Dunk them in our cocktail sauce. 12



MEXICAN DEVILED SHRIMP

*Plump and tender shrimp, cooked, then chilled and tossed in our devil sauce. *Spicy*. 13*



CHILAQUILES

Tortilla chips cooked in salsa and topped with sour cream and cheese. Served with eggs any style. 9



FOXBORO SHOPPING CENTER LEASE

Foxboro\Sanchez Aleman Lease.doc

THIS LEASE is made and entered into as of this 13th day of March, 2018, by and between FOXBORO PLAZA PARTNERSHIP (herein called the "Landlord") and Rosa Sanchez, Individually and Jointly Liable, and Rodolfo Aleman, Individually and Jointly Liable (herein called the "Tenant" all Jointly and Individually Liable).

RECITALS

WITNESSETH: That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

ARTICLE I Leased Premises

1.1 Landlord is the owner of a shopping center ("Shopping Center") and land upon which it is situated, commonly known as Foxboro Plaza, 2400 East Main Street, St. Charles, Illinois 60174, (collectively referred to as the "Premises"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that portion of the Shopping Center commonly known as Unit 111/112 (hereinafter referred to as "Leased Premises") and the right to use the common areas of the Premises including parking area, in common with other tenants of the Shopping Center subject to rules and regulations from time-to-time promulgated by Landlord. Tenant is taking the Premises in an "as is" condition.

ARTICLE II Term

2.1 The Lease shall begin on March 13, 2018 and shall end on February 28, 2023 subject to the terms and conditions hereinafter set forth.

ARTICLE III Rent

3.1 Tenant shall pay to Landlord a gross rent (hereinafter called "Gross Rent") at the following rates per month due before the first day of each month payable to Foxboro Plaza Partnership and sent or delivered to the office of the Landlord located at 311 North Second Street, Suite 304, St. Charles, IL 60174.

<u>Period</u>	<u>Gross Rent Amount Per Month</u>
03/13/18 through 04/30/18	\$ 0.00
05/01/18 through 02/28/19	4,000.00
03/01/19 through 02/29/20	4,120.00
03/01/20 through 02/28/21	4,244.00
03/01/21 through 02/28/22	4,370.00
03/01/22 through 02/28/23	4,502.00

(a) Tenant shall pay the Landlord at the time this lease is signed the first month's (May 2018) Gross Rent of \$4,000.00. Tenant shall pay in addition to the first month's Gross Rent a security deposit hereinafter called "Security Deposit" of \$4,000.00 to be held by Landlord and returned to Tenant at the expiration of the Lease less any amounts retained for damage to the Premises.

(b) In the event that payment of Gross Rent and Impositions is not paid within five (5) days after the same shall be due, Tenant shall pay a late charge of twenty dollars (\$20.00) per day.

ARTICLE IV
Security Deposit

4.1 Tenant herewith has deposited as a Security Deposit with Landlord \$4,000.00 which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this lease. No interest shall be paid on the Security Deposit. The Security Deposit shall not be used by Tenant to pay any month's Gross Rent including the last month.

4.2 If Tenant commits a default hereunder, Landlord at its option may apply said Security Deposit or any part thereof to compensate Landlord for any loss, cost, damage or expense sustained due to such default. Upon Landlord's request, Tenant shall forthwith remit to Landlord cash sufficient to restore said sum to the original sum deposited and Tenant's failure to do so within five days after demand thereof shall be a default under this lease. If at the end of the lease term Tenant is not in default hereunder and the Premises has been put into a condition by Tenant satisfactory to Landlord, the balance of such security deposit shall be returned to Tenant.

ARTICLE V
Use

5.1 The Leased Premises may be used solely for the purpose of a restaurant.

5.2 Tenant shall, in the conduct of its business, as aforesaid, comply with the requirements (including but not limited to zoning laws and ordinances) of all municipal, state and federal authorities which apply to the business conducted upon the Leased Premises, including but not limited to the Americans with Disabilities Act. Tenant shall not permit the Leased Premises to be used for any unlawful purpose and shall conduct its business so that the same shall not be or become a nuisance.

5.3 If alcoholic beverages are to be served on the Premises, Tenant will have to obtain a liquor license from the City of St. Charles and obtain Dram Shop insurance, which will name Landlord as additional insured.

5.4 During the term of this Lease, Tenant hereby covenants and agrees that: (i) it shall at its sole cost and expense comply with all Environmental Laws; (ii) it shall not conduct or authorize the management of any Hazardous Substances on the Premises or Leased Premises, including but not limited to installation of any underground storage tanks without the prior written consent of Landlord first had and obtained; (iii) it shall not dispose of Hazardous Substances in any dumpsters that maybe provided by Landlord for Tenant's use; (iv) it shall not take any action that would subject the Leased Premises and/or the Premises or any part thereof to permit requirements under RCRA for storage, treatment or disposal of Hazardous Substances; (v) it shall not discharge hazardous Substances into any drains or sewers; and (vi) it shall not cause, permit or allow the release of Hazardous Substances on, to or from the Premises/or the Leased Premises.

ARTICLE VI
Improvements by Tenant

6.1 The interior of the Leased Premises may be modified or reconstructed by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications to be prepared by the Tenant's architects; provided, however, that any such modifications or reconstruction (herein called the "Modifications"):

(a) shall be non-structural; and

(b) shall be accomplished and supervised by the Tenant, and be subject to the prior review and approval in writing by Landlord. Neither Landlord nor Landlord's lender shall have any responsibility with respect to the contract for, the performance of, or the adequacy of any such Modifications.

6.2 Tenant shall promptly upon demand of Landlord, at any time and from time-to-time, pay to Landlord the costs of any and all repaving, resurfacing and other repair work which may be necessary to restore any part of the Premises which are damaged or otherwise affected by the Modifications to their condition immediately preceding the commencement of the Modifications.

6.3 Tenant shall at its cost and expense, obtain all required permits for any Modifications and shall deliver same to Landlord. All of Tenant's improvements shall be in accordance with all building codes and other laws and regulations of governmental bodies having jurisdiction thereover and shall be fully and promptly paid for by Tenant.

6.4 Tenant shall promptly pay all of its contractors and material men so as to prevent the possibility of a lien against the Premises, and should any such lien exist inchoate or be made, claimed or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord, all in the manner and to the extent as may be required by Landlord, or by the title insurance company which is insuring the Landlord's and the mortgagee's title to the Premises as a condition to issuing its guarantee against loss or damage on account of any of said liens. Tenant hereby indemnifies and holds Landlord (and its officers, directors, shareholders and beneficiaries) harmless from and against any claim, demand, action, judgment or expenses (including attorney fees) directly or indirectly relating to or arising out of the Modifications.

6.5 Tenant shall not grant any security interest in any of the improvements to be installed or constructed by it, nor shall Tenant suffer the attachment of any security interest by operation of law or otherwise. All Modifications which are affixed to the Leased Premises shall, at the option of Landlord, be deemed fixtures and shall remain the property of Landlord upon expiration or termination of this Lease.

6.6 During any and all periods during which the Tenant may be modifying or reconstructing the interior of the Leased Premises, the Tenant shall, at the Tenant's sole cost and expense, maintain and provide builder's risk and extended coverage insurance. Such insurance policies shall be in the names of the Landlord, the Landlord's lender and the Tenant as their respective interests may appear, provided, however, that if the Landlord's mortgagee so requests, said policies shall contain standard mortgage clauses satisfactory to the Landlord's lender.

6.7 Subject to applicable laws and ordinances, and the rights of other tenants at the Premises, Tenant shall have the right to place and maintain signs and advertisements on the exterior and interior of the Leased Premises. In any event, all such signs and advertisements shall be further subject to Landlord's prior written approval.

6.8 In the event that the Leased Premises or any portion thereof shall require repair, remodeling, renovation, or reconstruction, or in the event that any new construction shall be required during the term of this lease, to comply with a ruling of the Federal Occupation Safety and Health Act (OSHA), or any health, safety or environmental protection ordinances, insurance regulations or other administrative rules or regulations, such remedial actions viz., repairs, remodeling, renovation, reconstruction or new construction shall be accomplished within the time allowed by OSHA. Tenant shall be fully responsible for all labor and material required to accomplish the aforesaid requirements. However, no structural alterations shall be commenced without first obtaining the consent of Landlord.

ARTICLE VII

Utilities

7.1 Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone, and/or all other utility services used, rendered or supplied to or in connection with the Leased Premises during the entire time that Tenant occupies the Premises.

ARTICLE VIII
Maintenance, Repairs and Condition

8.1 With respect to the Premises or Leased Premises, Tenant agrees to:

(a) Landlord, its agents, employees beneficiaries and its beneficiaries' agents and employees shall not be liable for, and Tenant waives all claims for damage including, but not limited to, consequential damages, to person, property or otherwise sustained by Tenant or by a person claiming through Tenant resulting from any accident or occurrence in or upon any part of the Premises including, but not limited to, claims for damage resulting from: i) any equipment or appurtenances becoming out of repair; (ii) Landlord's failure to keep any part of the Premises in repair; (iii) injury done or caused by wind, water or other natural elements including any water leaking from windows or roof; (iv) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, water closet, water pipe or drainer; (viii) the escape of steam or hot water; (ix) water, snow or ice in or upon the Premises; (x) the failing of any fixture, plaster or stucco; (xi) damage to or loss by theft or otherwise or property of Tenant or others; (xii) acts or omissions of persons in or upon the Premises or other tenants in the Shopping Center, occupants of nearby properties or any other person other than Landlord; and (xiii) any act or omission of owners of adjacent or contiguous property. All property of Tenant kept in the Leased Premises or on the Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

(b) reconstruct, and make all necessary repairs to the interior necessitate by any change done by Tenant, his employees, or customers;

(c) Maintain and make all necessary repairs and replacements of (i) the heating, air-conditioning and air-cooling equipment and (ii) plumbing and (iii) electrical and (iiii) all other personal property and equipment owned by Landlord and used by Tenant in the operation of the Leased Premises;

(d) do all its own decorating;

(e) make all repairs necessitated by the negligence of Tenant, its agents and employees;

(f) replace all glass broken and damaged;

(g) maintain the Leased Premises in a clean and sanitary condition; and

(h) maintain in full force and affect all business licenses required by applicable law as a condition to doing business in the Leased Premises.

8.2 Tenant has thoroughly inspected the Leased Premises and is familiar with its condition and accepts the same in an "as is" condition. Landlord makes no representations or warranties as to the condition of the Leased Premises or equipment situated therein or as to the suitability of the Leased Premises for the use intended by Tenant and hereby disclaims any responsibility therefore.

ARTICLE IX
Title and Possession

9.1 Landlord covenants that if the Tenant shall perform all of the covenants and provisions of this lease to be performed by the Tenant, the Tenant shall peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises.

ARTICLE X
Default

10.1 (a) Each of the following events shall constitute a default:

(i) If Tenant shall (a) make an assignment for the benefit of creditors, (b) file or acquiesce of a petition in any court (whether or not pursuant to any statute of the United States or of any state), in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, (c) make an application in any such proceedings for or acquiesce to the appointment of a custodian for all or any portion of its property; or

(ii) If any petition shall be filed against Tenant to which Tenant shall not acquiesce in any court (whether or not pursuant to any statute of the United States or any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and (a) Tenant shall thereafter be adjudicated as a bankrupt, or (b) such petition shall be approved by any such Court, or (c) such proceedings shall not be dismissed, discontinued or vacated within thirty (30) days; or

(iii) If, in any proceedings, pursuant to the application of any person other than Tenant to which Tenant shall not acquiesce, a Custodian or trustee shall be appointed for Tenant or for all or any portion of the property of Tenant and such Custodianship or trusteeship shall not be set aside within thirty (30) days after such appointment; or

(iv) If Tenant shall fail to pay any installment of rent, additional rent, or any other charge required to be paid by Tenant hereunder when the same shall become due and payable and such failure to pay shall continue for five (5) days after the same was due and payable, without notice or additional period of grace; or

(v) If Tenant shall fail to timely maintain all insurance required hereunder and deliver evidence thereof to Landlord, without notice or period of grace; or

(vi) If Tenant shall fail to perform or observe any requirement of this lease not hereinbefore specifically referred to on the part of the Tenant to be performed, or observed, and such failure shall continue for ten (10) days after written notice to Tenant specifying such default, or such longer period of time reasonably required to cure such default, provided Tenant is proceeding diligently to cure the same.

(b) Upon the happening of any one or more events of default as set forth in this Section, Landlord may elect to terminate this Lease or to terminate Tenant's right to the use and possession of the Leased Premises without terminating this Lease. Upon either such election by Landlord, Tenant's right to the use and possession of the Leased Premises shall terminate and Tenant shall forthwith quit and surrender the Leased Premises to the Landlord within fourteen (14) days. Notwithstanding any termination of this Lease, together with Tenant's right to the use and possession of the Leased Premises surrender and any entry into possession by Landlord, Tenant shall be subject to all remedies at law or in equity, available to Landlord and Tenant's liability under all of the provisions and conditions of this Lease shall continue; provided, however, Landlord agrees to use all reasonable efforts to relet the Leased Premises (but such obligation shall not include the requirement of the expenditure by landlord or funds for the purpose of modifying the Leased Premises or any improvements thereon) and in the event of such reletting the amount received therefrom shall be applied as a credit against the obligations of the Tenant, monthly, after charging such receipts with Landlord's reasonable expenses of such reletting.

(c) If this lease, or Tenant's right to possession of the Leased Premises shall be terminated as herein provided, Landlord or its agents or employees, may immediately or at any time thereafter re-enter the Leased Premises and remove therefrom Tenant, Tenant's agents, any subtenants and any licensees, concessionaires or invitees, together with any of its or their property, either by summary distress proceedings or by any suitable action or proceedings at law or in equity or by force or otherwise. In the event of

such termination, Landlord may repossess and enjoy the Leased Premises as fully and with the same effect as if this Lease had never been executed. Landlord shall be entitled to the benefits of all provisions of law and/or equity with respect to the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Notwithstanding any such re-entry, repossession, dispossession or removal, Tenant's liability under all of the provisions of this Lease shall continue in full force and effect.

(d) Tenant and Landlord shall pay, within thirty (30) days after notice from the other, all costs and expenses (including attorney fees) incurred by Landlord or Tenant in enforcing or interpreting any obligations of the other after a default by the other party. Additionally, Tenant shall pay to Landlord, within thirty (30) days of notice from Landlord, all reasonable costs (including attorney fees) incurred by Landlord in connection with the reletting of the Leased Premises or in the performance of Tenant's obligations hereunder if the same is due to a default of Tenant under this lease.

ARTICLE XI Assignment and Sublease

11.1 Tenant shall not directly or indirectly, by articles of agreement or otherwise, assign this Lease in whole or in part or sublease the Leased Premises in whole or in part without the prior written consent of Landlord, such consent not unreasonably withheld, not without such consents as may be required by any mortgagee of the Leased Premises. In the event that Landlord consents to such assignment or subleasing, Tenant shall remain primarily liable to perform all of the terms, covenants, conditions and agreements to be performed on the part of the Tenant under this Lease, including but not limited to the payment of rent and other costs and expenses as provided herein. In determining whether or not to consent to an assignment or sublease, Landlord may consider the financial credibility, business background and business acumen of the proposed assignee or sublease, as well as the impact of the assignment or sublease upon percentage rentals expected by Landlord to be received hereunder. If Tenant is a corporation or partnership, the transfer of corporate stock or partnership interests, as the case may be, shall constitute a transfer as to which this Section 12.1 shall be applicable.

ARTICLE XII Fire and Extended Coverage Insurance

12.1 Landlord shall maintain insurance insuring the Premises during the Full Term hereof against loss by fire, vandalism, malicious mischief and such other perils included from time-to-time in standard "All-Risk" fire (with extended coverage endorsement) insurance policies as Landlord's lender. Such insurance shall be maintained in such amounts and with such insurers as shall be reasonably determined by Landlord.

12.2 Such fire and extended coverage insurance shall insure Landlord from loss of rents during any and all periods during which the Leased Premises are untenable due to fire or other casualty for a period of one (1) year and the proceeds of such rent insurance shall be payable to Landlord whether or not the rent due under this Lease shall abate either in whole or in part.

12.3 Tenant hereby releases and discharges Landlord, its licensees, agents and employees of and from any liability to the other and to anyone claiming by, through or under them on account of any loss or damage resulting from or arising out of any fire or other casualty, however causes; provided, however, that the provisions of this Section 13.1 shall be of no force or effect to extent that the same shall invalidate or increase the premium of any policy of insurance owned by Landlord or Tenant.

12.4 In case the Leased Premises shall be rendered untenable during the term of this Lease, by fire or other casualty, Landlord, at its option may elect to terminate this Lease or require the Tenant to repair the Leased Premises within one hundred eighty (180) days thereafter. If Landlord elects to require the repair of the Leased Premises, all proceeds of insurance shall be retained by Landlord and paid to Tenant or Tenant's

contractors and subcontractors as a reimbursement for the cost of such repair. All proceeds of insurance may be disbursed by Landlord through a construction escrow in accordance with the usual and customary escrow instructions available from a title company designated by Landlord. If the Leased Premises shall not be repaired within one hundred eighty (180) days or if Landlord elects to terminate this Lease as permitted in this Section 12.4, then all such insurance proceeds shall be retained by Landlord free and clear of any claims therefore by Tenant and this Lease shall thereupon become null and void.

12.5 Tenant shall maintain its own insurance covering the risk of loss or damage to Tenant's own property.

ARTICLE XIII Liability Insurance

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

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

ARTICLE XIV Environmental Matters

14.1 For purposes of this Article XV, the following terms shall have the following meanings:

(a) "Claim" shall mean and include any demand, cause of action, proceeding (whether at law or in equity), or suit for (i) damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, or (ii) the costs of its investigations, feasibility studies, information requests, health or risk assessments, or (iii) removal or remedial actions as defined in CERCLA, and enforcing insurance, contribution or indemnification agreements.

(b) “Environmental Laws” shall mean and include all federal, state and local environmental, health, safety, contamination and clean-up laws, ordinances, regulations and rules now or hereafter enacted.

(c) “Hazardous Substance” shall mean and include any toxic or hazardous waste, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as: “hazardous substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”) as amended, 42 U.S.C. SS9601 et seq., and in regulations promulgated thereunder; “toxic chemicals” in the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. S11001 et seq., and in regulations promulgated thereunder; “hazardous wastes” in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. S6901 et seq., and in regulations promulgated thereunder; any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. S2601 et. seq., any “toxic pollutant”: under the Clean Water Act, as amended, 33 U.S.C. S1251 et seq. and in regulations promulgated thereunder; any “hazardous air pollutant”; under the Clean Air Act, as amended, 42 U.S.C. S7401 et seq. and in regulations promulgated thereunder; and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local Environmental Laws.

(d) “Manage” shall mean to generate, manufacture, process, store, use, re-use, treat, refine, recycle, reclaim, blend or burn for energy recover, incinerate, accumulate, transport, transfer, dispose of or abandon Hazardous Substances.

(e) “Release” or “Released” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, injecting, escaping, dumping or disposing of Hazardous Substances into the environment.

(f) “Response” or “Respond” shall mean action taken in compliance with Environmental Laws to give best efforts to comply with present and future statutes to correct, remove, remediate, cleanup, prevent, monitor, investigate or abate the Release of a Hazardous Substance.

14.2 During the term of this Lease, Tenant hereby covenants and agrees that: (i) it shall at its sole cost and expense comply with all Environmental Laws; (ii) it shall not conduct or authorize the Management of any Hazardous Substances on the Leased Premises, including but not limited to installation of any underground storage tanks without the prior written consent of Landlord first had and obtained; (iii) it shall not dispose of Hazardous Substances in any dumpsters that may be provided by Landlord for Tenant’s use; (iv) it shall not take any action that would subject the Leased Premises and or the Premises or any part thereof to permit requirements under RCRA for storage, treatment or disposal of Hazardous Substances; (v) it shall not discharge Hazardous Substances into any drains or sewers; and (vi) it shall not cause, permit or allow the Release of any Hazardous Substances on, to or from the Premises and/or the Leased Premises.

14.3 (a) During the term of this Lease, Tenant shall promptly furnish Landlord with copies of all summons, notices, citations, claims, complaints, investigations and letters of any kind received from any federal, state or local agency or authority, or from any other entity or individual regarding (i) any Release of a Hazardous Substance, on, to or from the Leased Premises and/or the Premises; (ii) the imposition of any lien on the Premises and/or the Leased Premises; and (iii) any alleged violation of or liability under any Environmental Law.

(b) With reasonable cause, Landlord and its employees and agents shall have the right to enter the Leased Premises and/or to conduct appropriate inspections or tests in order to determine Tenant’s compliance with Environmental Laws. Upon Landlord’s request, Tenant shall furnish Landlord with copies of any and all reports, tests, contracts, permits and the like to evidence Tenant’s compliance with all Environmental Laws. If Tenant’s Management of Hazardous Substances at the Leased

Premises and/or the Premises gives rise to liability or to Claim under any Environmental Law or creates a nuisance, Tenant shall promptly respond at its sole cost and expense.

14.4 Tenant shall indemnify, defend and hold harmless, Landlord, mortgagees, any managing agents and leasing agents of the Leased Premises and the Premises, and their respective agents, partners, officers, directors and employees of and from any and all loss, cost, expense and attorney's fees arising from or relating to any breach by Tenant of any of its warranties, representations, covenants, undertakings and/or agreements in this Article XV. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Failure of Tenant to comply with the warranties, representations, covenants, undertakings and agreements set forth in this Article XV, shall at Landlord's option constitute a default under this Lease.

ARTICLE XV

Landlord's Right to Mortgage and Sell

15.1 At the request of Landlord, the Tenant shall execute a subordination and attornment agreement pursuant to which Tenant shall declare that its rights hereunder are subject and subordinate to any mortgage or trust deed creating a mortgage lien which may from time-to-time be placed upon the Premises, if the mortgagee or trustee named in said mortgage or trust deed shall agree not to disturb Tenant's leasehold in the event of foreclosure provided Tenant is not then in default hereunder. Tenant shall execute and deliver such subordination and attornment agreements customarily used by the Landlord's mortgage lender.

15.2 Tenant agrees at any time, and from time-to-time during the Full Term, upon request of Landlord or the holder of any mortgage or other instrument of security given by Landlord, to execute, acknowledge, and deliver to Landlord, or to the holder of such instrument, a statement in writing certifying that this Lease has not been modified and is in full force and effect (or if there have been modifications, that the same are in full force and effect and stating such modifications); that there are no defaults hereunder by Landlord, if such is the fact; the dates to which the Minimum Rent and other charges have been paid; and such other matters as shall be usual and customary of the requesting party, it being intended that any such statement so delivered may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Landlord.

15.3 Tenant further agrees at any time and from time-to-time, to acknowledge notice of the assignment of this Lease by Landlord to its mortgagee or to any other person or entity. From and after the date on which Landlord assigns its interest under this Lease other than for collateral purposes, Tenant shall attorn to Landlord's assignee and Landlord shall thereafter be relieved of all further obligations hereunder, if any, whether such obligations accrued before or after the effective date of Landlord's assignment. No obligation of Landlord existing as of the effective date of such assignment shall be binding upon Landlord's assignee.

ARTICLE XVI

Eminent Domain

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

16.2 If under the power of eminent domain fifty percent (50%) or more of all of the Leased Premises is taken by one or more takings, then Tenant may terminate this Lease by giving Landlord not less than thirty (30) days notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date possession of such portion of the Leased Premises so taken is required to be given to the authority exercising such power of eminent domain.

16.3 In the event of any partial taking of the Leased Premises and provided that Tenant has not terminated this Lease as provided in Section 15.2 hereof, rents and other charges payable by Tenant hereunder shall not be reduced provided, however, that any award received by Landlord after payment of all expenses of Landlord shall be used to restore the remaining portions of the Leased Premises.

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

16.5 Landlord shall be entitled to the award for the taking of the fee under the power of eminent domain and Tenant shall have claim for loss of its leasehold interest only to the extent of Tenant's cost of leasehold improvements. Tenant shall be entitled to make claim against the condemning authority (but not against Landlord) and receive compensation for any loss for which compensation is awarded pursuant to the laws of the State of Illinois, but in no event shall said claim result in a reduction of or offset against any award claimed by Landlord.

ARTICLE XVII Inspection

17.1 Landlord or Landlord's agent shall be permitted to inspect or examine the Leased Premises at all reasonable times including but not limited to all normal business hours.

17.2 In the event that an inspection indicates that Tenant has failed to make any repairs or to perform any maintenance required to be made by it hereunder, Landlord shall serve notice upon tenant to make such repairs or to perform such maintenance and shall afford Tenant a reasonable time thereafter to comply with said notice. If, however, Tenant fails to comply with the said notice within a reasonable time after receipt thereof, Landlord may make such repairs or perform such maintenance at Tenant's expense.

17.3 In the event that Landlord shall expend monies to make any repairs or to perform any maintenance required to be made by Tenant hereunder, all such expenditures shall be and become immediately payable by Tenant as additional rent hereunder.

ARTICLE XVIII Surrender

18.1 One month prior to the expiration or other termination of this lease, Landlord shall notify Tenant of the condition that the Landlord wants the Leased Premises left in. The Landlord has the right to demand that the Leased Premises be left in: i) a vanilla-box condition, which means that all interior walls other than demising walls shall be removed, all flooring removed leaving only a smooth, concrete floor, removal of all signage and repair created by signage and the ceiling in an acceptable condition to the Landlord; or ii) in an "as is" condition at the time the Landlord's notice is sent; or iii) to demand that Tenant leaves the Leased Premises in a combination of i) and ii) as per Landlord's decision as to all elements of the unit 107b & d including but not limited to all walls, partitions, windows, flooring, lighting, ceiling and all other fixtures and attached equipment. Tenant shall, prior to the expiration or other termination of this lease, remove all personal property belonging to it and not affixed to the Leased Premises, and failing to do so Landlord may cause all of said property to be removed at the expense of Tenant and Tenant hereby agrees to pay all costs and expenses thereby incurred. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. All of the above as directed by Landlord must be performed by Tenant prior to the expiration of the lease.

18.2 If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the lease term, the Tenant shall be deemed the Tenant of the Leased Premises at a rental per day equal to one-fifteenth (1/15) of the monthly base rental, one-fifteenth (1/15) of the monthly impositions and one-fifteenth (1/15) of the

monthly administrative fee, which would be payable hereunder as if the hold-over period was a new extended term and subject to all other terms and conditions hereof. The acceptance of rent under the provisions of this Article 18.2 shall not, however, be construed as a waiver by Landlord of any rights to re-entry as set forth in the lease. Notwithstanding anything above to the contrary, upon the expiration or termination of this lease Tenant shall quit and surrender to Landlord the Leased Premises.

ARTICLE XIX
Address for Notice and Rental Payments

19.1 Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served by either party to this lease when made in writing, served personally by delivery or when deposited in the U.S. mails, certified or registered mail, addressed as follows:

Landlord: FOXBORO PLAZA PARTNERSHIP
c/o Terry F. Grove
311 North Second Street, Suite 304
St. Charles, Illinois 60174
(630) 377-9150

Tenants: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

All rental payments shall be made payable to Landlord. The addresses may be changed from time-to-time and at any time by either party by serving notices as above provided.

ARTICLE XX
Common Areas

20.1 The term "Common Area" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center) parking area, landscaping, roof, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like, but excluding space in buildings (now or hereafter existing) designed for rental for commercial purposes, as the same may exist from time-to-time, and further excluding streets and alleys maintained by a public authority. Landlord reserves the right to change from time-to-time the dimensions and location of the Common Area, as well as the dimensions, identity and type of any buildings in the Shopping Center. Tenant, and its employees and customers, and, when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area as constituted from time-to-time, such use to be in common with Landlord, other tenants to the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time-to-time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant shall not solicit business within the Common Area or take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

20.2 Landlord may from time-to-time substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground.

20.3 Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord.

ARTICLE XXI Waiver; Remedies Cumulative

21.1 No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time when Tenant is in default hereunder be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default.

21.2 The rights and remedies of Landlord under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or provided by law.

ARTICLE XXII Governing Law

22.1 The terms of this Lease have been negotiated, and this Lease executed, in the State of Illinois and shall be interpreted in accordance with the laws of the State of Illinois.

ARTICLE XXIII Landlord's Performance of Tenant Obligations

23.1 In the event that (i) there shall be an emergency affecting the Leased Premises for which tenant is responsible, or (ii) Tenant shall fail to pay or perform any monies required to be paid or obligations required to be performed (collectively, "Tenant's Obligations"), and any applicable grace period has elapsed, Landlord shall have the right but not the obligation to pay or perform Tenant's Obligations. Tenant agrees to reimburse Landlord for the amount expended within thirty (30) days after notice of the amount due. If the aforesaid amount is not paid within such thirty (30) day period, Tenant shall in addition pay any and all verifiable expenses incurred by Landlord. Such payment or performance by Landlord shall not be deemed a cure of all or any part of Tenant's default.

XXIV ARTICLE Interpretation

24.1 All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

ARTICLE XXV Entire Agreement

25.1 All negotiations, considerations, representations and understandings between the parties are merged herein and may be modified or altered only by an agreement in writing between the parties hereto.

ARTICLE XXVI

Captions

26.1 The headings of the several articles contained herein are for convenience of reference only and do not define, limit or construe the contents of such articles.

ARTICLE XXVII

Time of Essence

27.1 Time is of the essence with respect to the payment and performance of all sums required to be paid and covenants to be performed hereunder by Tenant.

ARTICLE XXVIII

Binding Effect; Exculpation

28.1 This Lease shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns and personal representatives.

28.2 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Landlord while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Landlord are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representation, covenants, undertakings and agreements by the Landlord or for the purpose or with the intention of binding said Landlord personally but are made and intended for the purpose of binding only the Shopping Center, and this instrument is executed and delivered by Landlord solely in the capacity referred to herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Landlord (or, if any successor Landlord is a trust, against the trust beneficiary), on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Landlord in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date and year first above written.


LANDLORD:

FOXBORO PLAZA PARTNERSHIP

By:


General Partner

TENANTS:


Rosa Sanchez, Individually and Jointly


Rodolfo Aleman, Individually and Jointly

Door

2400 E MAIN ST #112

HOURS
6am-2am

Door

Kitchen
36 FT

30 FT
↔

MEN'S

6 FT
↔

18 FT
↔

WOMAN'S

15 FT
↔

9 FT
↔

15 FT
↕

21 FT
↔

Cash
Register

Bar

↑
40 FT
↓

Entrance

← 39 FT →

Door

FOXBORO 2400 E Main St.
PLAZA

112

Parking
212 spaces

BASSET Card



October 23, 2018



Letter ID: L0470913872

RODOLFO ALEMAN
147AUTUMNRIDGEDR
MONTGOMERY IL 60538

License No.: 5A-0088394
Expiration Date: 10/6/2021
License Type: Basset Card

Your "Student ID number" is: 16281022

Your "Trainer's ID number" is: 5A-0088394

Your BASSET Card is located BELOW

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

IMPORTANT:

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

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 10/6/2018 Expires: 10/6/2021
Trainer's IL Liquor License Number: 5A-0088394

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