

AGENDA
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
TUESDAY, FEBRUARY 20, 2024
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET

1. Call to Order

2. Roll Call

3. Administrative - None

4. Omnibus Vote

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 an A-6 Liquor License Application for Thornton's Gas Station, located at 2520 E. Main Street.
- b. Recommendation to approve a proposal for a D-9 Liquor License Application for Maple Leaf Coffee House, located at 1 W. Illinois St., Suite 180.
- c. Recommendation to approve a proposal for a B-1 Liquor License Application for Domo Sushi, located at 1890 W. Main St.

6. Finance Department

- a. Recommendation to approve the Additional City Contributions to the Police Pension Fund and Fire Pension Fund.

7. Public Comment

8. Additional Items from Mayor, Council or Staff


9. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, 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)

10. 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 jcmahon@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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5a
	Title:	Recommendation to approve a Proposal for an A-6 Liquor License Application for Thornton’s Gas Station, Located at 2520 E. Main St., St. Charles	
	Presenter:	Police Chief Keegan	
Meeting: Liquor Control Commission		Date: February 20, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Thornton’s Gas Station, located at 2520 E. Main Street, is requesting approval of an A-6 liquor license application for their business.</p> <p>Pursuant to this item being presented at the Government Operations Committee meeting on February 20, 2024, to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled for 4:30 p.m. the same day to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on March 4, 2024, for final approval.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for an A-6 Liquor License application for Thornton’s Gas Station located at 2520 E. Main St., St. Charles.			



Memo

Date: 1/31/2024

To: Mayor Lora Vitek-Liquor Commissioner

From: James Keegan, Chief of Police

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

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

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

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

Thank you in advance for your consideration in this matter.

LIQUOR APPLICANT BACKGROUND CHECK LIST



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

BUSINESS: Thornton's BP #359

ADDRESS: 2520 E. Main St

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

* COMMENTS: _____

INVESTIGATOR ASSIGNED: Cmdr. Drew Lamela #340

SUPERVISOR REVIEW: *E. Mijer* # 317



Memo

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

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

Management Company

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

Applicant

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

On-Site Manager

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

Application

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

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

On-Site Manager:

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

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

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

A search of ICLEAR showed no contacts for Damon.

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

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

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

Petitioner for Order of Protection: 2015OP729

2019OP070

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

Crystal Lake: 2004TR47717 – Traffic Offense

2004TR0890 – Traffic Offense

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

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

Assistant Manager

Tatiana Booth

11/27/1992

1772 Howe Lane

Hanover Park, Illinois 60133

708-244-8099

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

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

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

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

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

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

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

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

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

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

07/15/2023 – Traffic Contact – Warning Citation

Site Visit

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

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

This concludes this background investigation.

Commander Drew Lamela #340

 #340

THORNTONS

bp

ampm.



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

Date: 1/5/2024

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

Check for \$200 Applciation Fee

Liquor Application

Copy of Lease

Copy of Dram Insurance

2 Basset Certificates

Copy of Site Plan

Copy of Floor Plan

Business Plan

Alcohol Tax Acknowledgement & Business Information Sheet

List of all Thorntons issued Liquor Licenses

Tobacco Application

Check for \$50.00 Tobacco Fee

I can be reached at: joy.criss@bp.com or 502-572-1217

Thank You,

Joy Criss

Indirect Tax & Licensing Manager



Receipt

Date: January 11, 2024

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

Notes:

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

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

Qty	Cost	Description	Account Code	Fee
1	\$200.00	Liquor License Class A - Packaged	100999-42100	\$ 200.00
		Liquor License Class B - Restaurants	100999-42101	\$ -
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
		Liquor License Class D - Specific	100999-42103	\$ -
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
1.00	\$50.00	Cigarette	100999-42230	\$ 50.00
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
		Fingerprint Fee (\$50 per person)	100900-20618	\$ -
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
		Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
Total				\$ 250.00

Thank you for your business!

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

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

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



Incomplete applications will not be accepted.

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

Business Name *Thorntons #359*

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

 Signature of Investigating Officer

Badge Number & Rank

Approval Recommended* Approval NOT Recommended

 Signature of Chief of Police _____
 Date

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

Date Application Received: _____

LICENSE INFORMATION:

A Package \$3200-3600 A1 A2 A4 A5 A6

B Restaurant \$2400-3600 B1 B2 B3

C Tavern \$2400-3600 C1 C2 C1

D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies D-Type _____

G Brewery/Restaurant or Site License - \$varies G1 G2

H Catering License - \$varies H1 H2

Late Night Permit 1:00am \$800 (B/C only)

Late Night Permit 2:00am \$2300 (B/C only)

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

APPLICANT INFORMATION

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

2. Business Name: Thorntons #359

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

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

18. If Corporation, Corporation Name: Thorntons LLC

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

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

Full Name, include middle initial: _____ Title: _____

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

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

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

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

BUSINESS ESTABLISHMENT LOCATION INFORMATION

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

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

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

1.	Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: <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 licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

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

CORPORATION / PREMISES QUESTIONS

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

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

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

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

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

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

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

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

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

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

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

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

14.	All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12). Has this been done? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, date(s):
15.	Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If already furnished, date of delivery:
16.	Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

Name (First, Middle, Last): Chris DeRosa Birthdate:

Home Street Address, Incl City, State, Zip:

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

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

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

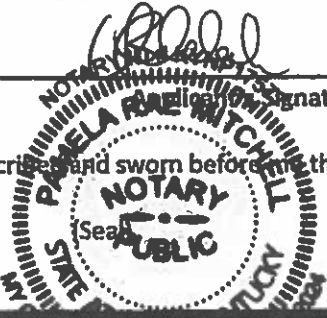
Home Street Address, Incl City, State, Zip:

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

NEW MANAGEMENT REQUIREMENTS

Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees.

COMMENTS/ADDITIONAL INFORMATION

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

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

GROUND LEASE

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

WITNESSETH:

ARTICLE I. Summary Of Selected Matters

Section 1.1 Summary Of Selected Matters.

Landlord: KFP Family Associates, L.P.

Address: 550 Renee Court
Geneva, Illinois 60134

Tenant: Thorntons LLC

Address: 2600 James Thornton Way
Louisville, Kentucky 40245

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

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

Initial Term: Fifteen (15) years

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

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

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

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

ARTICLE II. Demise And Use Of The Premises

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

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

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

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

ARTICLE III. Term Of Lease

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Taxes.

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

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

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

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

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

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

(b) Intentionally Deleted.

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

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

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

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

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

ARTICLE V. Inspection Period Conditions

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

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

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

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

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

Section 5.4 Physical Inspection.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.8 Intentionally Deleted.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.4 Signage.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX. Care, Maintenance, Restoration and Casualty

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

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

ARTICLE X. **Condemnation**

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

ARTICLE XI. **Tenant Covenants**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII. Insurance And Indemnification

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

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

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

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

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

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

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

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

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

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

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

Section 12.5 Intentionally Deleted.

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

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

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

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

ARTICLE XIII. Subordination And Attornment

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

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

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

ARTICLE XV. Assignment and Subletting

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

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

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

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

ARTICLE XVI. Default

Section 16.1 Default by Tenant – Monetary.

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

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

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

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

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

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

Section 16.3 Default by Landlord.

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

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

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

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

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

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

ARTICLE XVII. Holdover

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

ARTICLE XVIII. Covenant Of Quiet Enjoyment

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

ARTICLE XIX. Intentionally Deleted

ARTICLE XX. Leasehold Mortgage and Non-Disturbance

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

ARTICLE XXI. Landlord’s Marketing Of Premises

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

ARTICLE XXII. Notices

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

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

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

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

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

ARTICLE XXIII. Non-Competition

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

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

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

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

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

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

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

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

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

ARTICLE XXIV. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

LANDLORD:

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

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

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

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

TENANT:

THORNTONS LLC,
a Delaware limited liability company

By: [Signature]
Rodney Loyd, Chief Development
Officer



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY-316401-23	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB-316402-23 (AOS)	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	MWC-316400-23	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Village of Mundelein 300 Plaza Circle Mundelein, IL 60060	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 <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

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

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

All other terms and conditions of this policy remain unchanged.

Illinois BASSET SELLER / SERVER CERTIFICATION


Trainee Name: DAMON CULBERTSON

Certificate #: 000019614611

Date of Completion: 11/07/2021

School Name:

360training.com dba Learn2Serve

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

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

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



Corporate Headquarters

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

Illinois BASSET SELLER / SERVER CERTIFICATION


Trainee Name: Chris DeRosa

Certificate #: 000021217743

Date of Completion: 11/22/2022

School Name:

360training.com dba Learn2Serve

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

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

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



Corporate Headquarters
5000 Plaza on the Lake, Suite 305
Austin, TX 78746
Phone: 877.881.7235

NO.	DATE	REVISIONS

DESIGNER: THORNTONS
 PROJECT NUMBER: 16001314-0019
 DATE: 08-10-2023
 LOCATION: 2500 E MAIN STREET, CHARLES, IL 60120

THORNTONS ST. CHARLES, IL

SITE PLAN

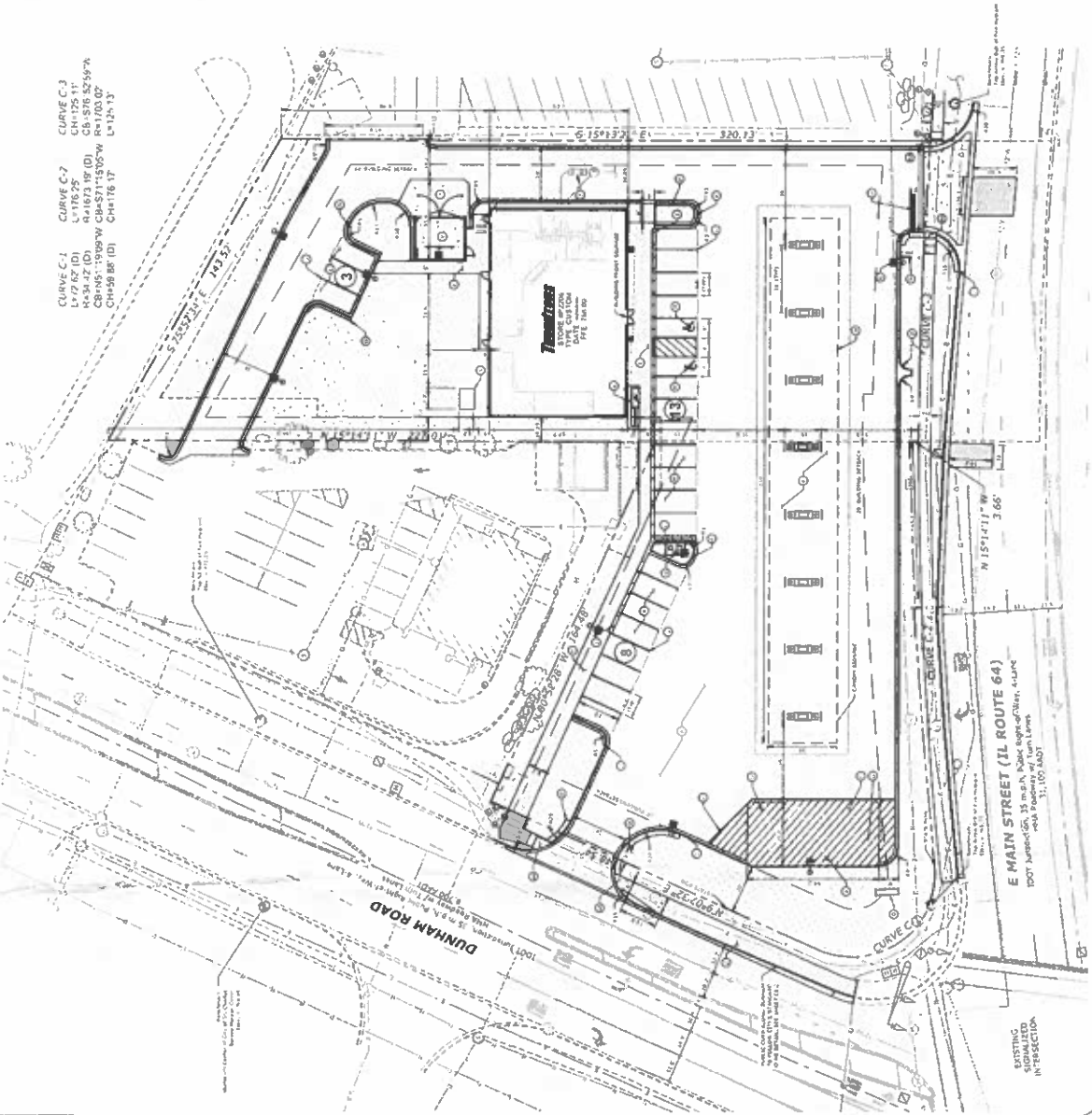
2500 E MAIN STREET
 ST CHARLES, IL 60120

C3.0

Item	Value
Site Area	10,000 sq ft
Lot Area	10,000 sq ft
Building Footprint	10,000 sq ft
Site Coverage	100%
Setback (Front)	10 ft
Setback (Side)	10 ft
Setback (Rear)	10 ft
Height	10 ft
Use	Commercial
Notes	See site plan for details.

- ### SITE LEGEND
- 1. Proposed building footprint
 - 2. Existing building footprint
 - 3. Proposed parking spaces
 - 4. Existing parking spaces
 - 5. Proposed drive aisles
 - 6. Existing drive aisles
 - 7. Proposed landscaping
 - 8. Existing landscaping
 - 9. Proposed utility lines
 - 10. Existing utility lines
 - 11. Proposed site boundaries
 - 12. Existing site boundaries
 - 13. Proposed easements
 - 14. Existing easements
 - 15. Proposed setbacks
 - 16. Existing setbacks
 - 17. Proposed curbs
 - 18. Existing curbs
 - 19. Proposed sidewalks
 - 20. Existing sidewalks
 - 21. Proposed streetlights
 - 22. Existing streetlights
 - 23. Proposed trees
 - 24. Existing trees
 - 25. Proposed signs
 - 26. Existing signs
 - 27. Proposed other features
 - 28. Existing other features

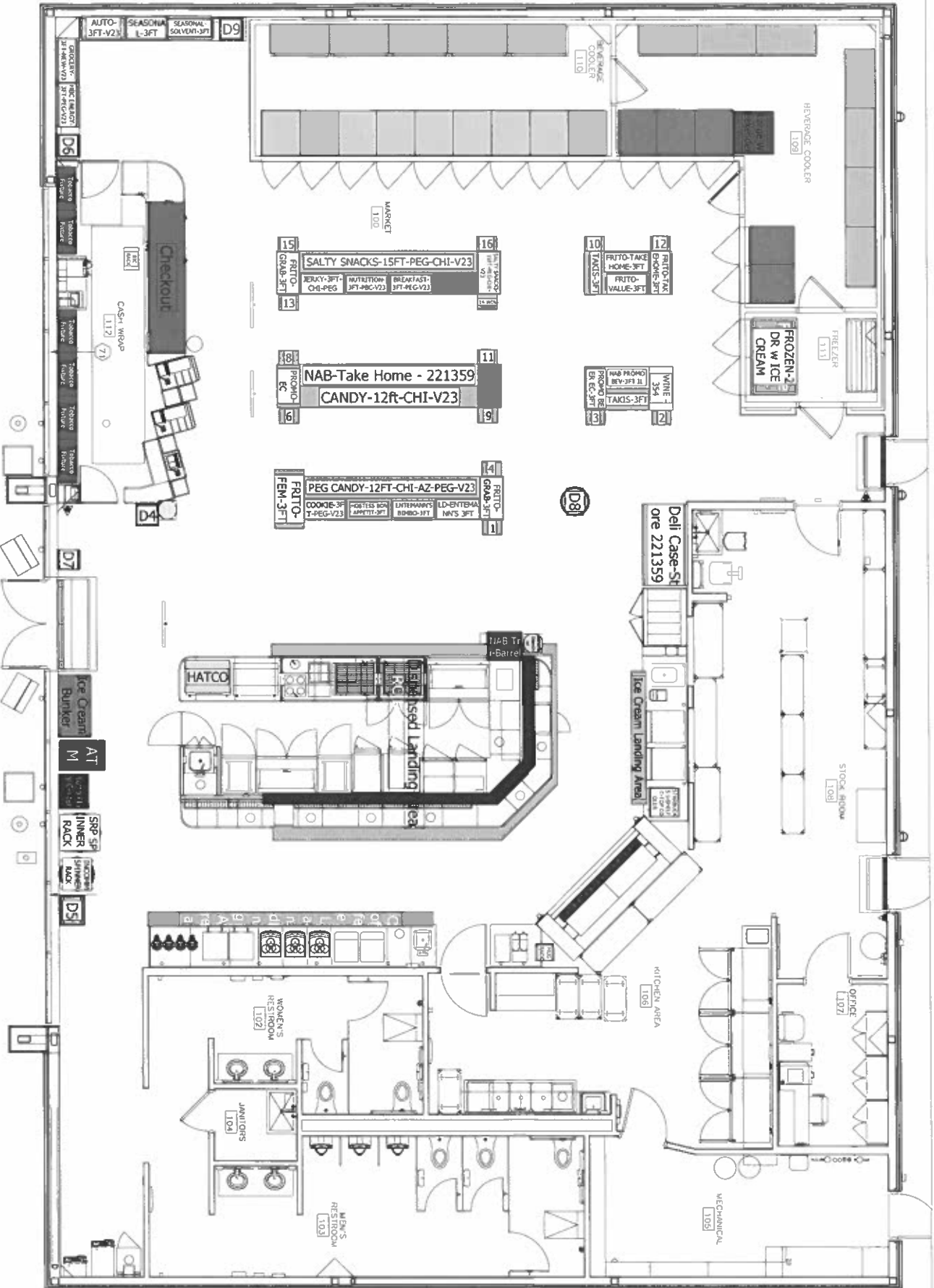
- ### SITE PLAN LEGEND
- 1. Proposed building footprint
 - 2. Existing building footprint
 - 3. Proposed parking spaces
 - 4. Existing parking spaces
 - 5. Proposed drive aisles
 - 6. Existing drive aisles
 - 7. Proposed landscaping
 - 8. Existing landscaping
 - 9. Proposed utility lines
 - 10. Existing utility lines
 - 11. Proposed site boundaries
 - 12. Existing site boundaries
 - 13. Proposed easements
 - 14. Existing easements
 - 15. Proposed setbacks
 - 16. Existing setbacks
 - 17. Proposed curbs
 - 18. Existing curbs
 - 19. Proposed sidewalks
 - 20. Existing sidewalks
 - 21. Proposed streetlights
 - 22. Existing streetlights
 - 23. Proposed trees
 - 24. Existing trees
 - 25. Proposed signs
 - 26. Existing signs
 - 27. Proposed other features
 - 28. Existing other features



Store # 359

2520 EAST MAIN STREET
ST. CHARLES, IL 60174

THORNTONS



Business Plan for Thorntons Fuel and Convenience Store – Site 359

1. Executive Summary:

Business Name: Thorntons LLC

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

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

2. Business Description:

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

2.2 Business Goals:

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

3. Products and Services:

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

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

3.3 Menu and Additional Services:

- Freshly brewed coffee and snacks

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

6. Operations Plan:

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

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

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

9. Conclusion:

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

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

Date: 1/3/2024



Julie Bernardi – Licensing and Registration Manager

ACKNOWLEDGEMENT OF ALCOHOL TAX

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

Name Joy CRISS

Title Indirect Tax & Licensing Manager

Business Name Thorntons #359

Address 2520 East Main Street

Joy Criss
Signature

1-4-2024
Date

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

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

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

BUSINESS CONTACT INFORMATION

Corporate name: *Thorntons LLC*

DBA: *Thorntons #359*

Phone: Fax: E-mail: *store.221359@mythorntons.com*

Address: *2520 East Main Street*

City: *St. Charles*

State: *IL*

ZIP Code: *60174*

Expected date of business opening (Required): *2/16/2024*

TAX PREPARER INFORMATION

Name of Tax Preparer: *Tina Kirby, Tax Senior Manager*

Phone: *409-655-4251* Fax: *n/a* E-mail: *tina.kirby@bp.com*

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

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

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

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

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

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

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

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


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

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

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

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

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

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5b
	Title:	Recommendation to approve a Proposal for a D-9 Liquor License Application for Maple Leaf Coffee House, Located at 1 W. Illinois St., Suite 180, St. Charles	
	Presenter:	Police Chief Keegan	
Meeting: Liquor Control Commission		Date: February 20, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>The Maple Leaf Coffee House, located at 1 W. Illinois Street, Suite 180, is requesting approval of a D-9 liquor license application for their business.</p> <p>Pursuant to this item being presented at the Government Operations Committee meeting on February 20, 2024, to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled for 4:30 p.m. the same day to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on March 4, 2024, for final approval.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a D-9 Liquor License application for Maple Leaf Coffee House located at 1 W. Illinois St., Suite 180, St. Charles.			



Memo

Date: 1/30/2024

To: Lora Vitek, Mayor-Liquor Commissioner

From: James Keegan, Chief of Police *J. Keegan*

Re: Background Investigation- Maple Leaf Coffee House/1 W. Illinois Street, Suite 180
(Class D-9)

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

As you are aware, this location housed the former Kava Diem. The new owners acquired this space and recently changed their name to their flagship coffee brand from Roselle and are operating as a coffee house/restaurant. Because of their eclectic space and outdoor patio along the Fox River, they are seeking a BYOB license to host after-hour events for special occasions such as birthday parties, weddings, anniversaries and showers. .

They are requesting a D-9 license which states:

- *D-9. Class D-9 licenses shall authorize the service or delivery of alcoholic liquors, for the consumption on the premises only, at a Special Event Venue. Special Event Venues shall consist of a business for which the exclusive activity is to provide space for catered private parties and shall be classified in terms of two distinct categories:*
- *Parties of less than fifty (50) persons or where the locations capacity is less than (75) persons shall be deemed a "small event venue".*
- *Parties of more than seventy-five (75) persons of where the locations capacity exceeds seventy-five (75) persons shall be deemed a "large event venue".*
- *Special Event Venues provide for the service and consumption at tables of hors d'oeuvres, a buffet, or full multiple course meal, and at which alcoholic liquor may be served incident to such food service. Each venue event at which alcoholic liquor may be served shall be prearranged under the sponsorship of a particular person or organization. Venue events shall not be open to the general public, but attendance shall be by appointment or special invitation of the sponsors. No admission charge shall be levied to guests at such event venues, except for an event sponsored by a non-for-profit corporation or association registered with the State of Illinois. A Class D-9 license does not permit the direct retail sale of*

alcoholic liquor from the D-9 licensee to the event sponsor or any event attendees.

For purposes of selling or service of alcoholic liquor for a particular event on the premises, the holder of a Class D-9 license shall engage the services of a caterer who holds a then current and otherwise valid Class E or H license issued by the City of St. Charles for the purpose of supplying, opening, dispensing, selling, and/or serving alcoholic liquors for consumption on the premises where the service of food predominates.

As an alternative to engaging the services of a vendor who holds a then current and otherwise valid Class E or H license issued by the City of St. Charles for the purpose of selling or delivering alcoholic liquor for a particular event on the premises, the holder of a Class D-9 License may instead allow for the consumption of alcoholic liquors, on the premises, that have been brought onto the premises by a person or persons who have contracted for an event to be held on the premises where the service of food predominates, subject to the following:

- 1. The licensee shall take control of such alcoholic liquors promptly upon delivery thereof to the premises, and shall provide BASSET trained servers for the opening, dispensing, delivery, and/or serving of such alcoholic liquors during the event.*
- 2. Any and all alcoholic liquors shall be opened, dispensed, delivered and/or served on the premises only by such servers, and only to attendees of the event.*
- 3. A certificate of insurance reflecting coverage for general liability purposes in the amounts otherwise due from and in place for the licensee shall be provided to the licensee by the patron or patrons supplying the alcoholic liquors, and the City of St. Charles and the Local Liquor Control Commission of the City shall be named as an additional insured on the policy.*
- 4. Any alcoholic liquor remaining unserved after the conclusion of the event may be returned to the person or persons who supplied them, to be transported off the premises only in accordance with law.*
- 5. A partially consumed bottle of wine that is to be removed from the premises shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent, one-time use, tamperproof bag.*
- 6. Any license(s) / permit(s) from the State of Illinois.*

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 either the site location or the applicants from moving forward with an on-site consumption license, subject to City Council approval.

ALCOHOLIC BEVERAGES may not be consumed on the licensed premises between the hours of 12:00 midnight and 7:00 a.m.

Please see the application material, floor-plan and business-plan for further details.

The police department recommends the aforementioned license with the caveats outlined in the ordinance. Thank you in advance for your consideration in this matter.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Alex J. Behrens

BUSINESS: Maple Leaf Coffee House

ADDRESS: 1 W. Illinois St. - Suite 180, St. Charles, IL 60174

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

* COMMENTS: See attached background investigation memo.

INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368 *RV 368*

SUPERVISOR REVIEW: Cmdr. Lamela #340 *DL #340* *MV 317*



Memo

Date: 01/23/2024
To: Chief Keegan #300 (via chain of command)
CC: Cmdr. Lamela #340 ~~ML 340~~
From: Det. Sgt. Vicicondi #368
Re: Liquor License Class D – Specific (D-Type 9) – Background Investigation for Maple Leaf Roasters Café, Inc (D.B.A.: Maple Leaf Coffee House)

IN SUMMARY:

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Liquor License Class D - Specific (D-Type 9) for the business, Maple Leaf Roasters Café, Inc - (D.B.A.: Maple Leaf Coffee House); which is located at 1 W. Illinois Street – Suite 180, St. Charles, IL 60174.

APPLICANT:

Behrens, Alex John
DOB: 02/21/1984
9 E. Elm Avenue,
Roselle, IL 60172
TX: 630-677-7536

APPLICATION:

The application was received on 01/02/2024. The application is complete to include: a menu, hours of operation, a Lease Agreement (signed), a floor plan, and a Certificate of Liability Insurance (General Aggregate \$2,000,000 /Each Occurrence \$1,000,000).

Copies of BASSET cards were included for Alex Behrens (card expires: 10/08/2026), Adriana Maldonado (card expires: 11/01/2026), and Brooklyn Gibson (card expires: 10/11/2026).

According to the “General Outline” within the application packet:

- “We will offer a BYOB option for individuals hosting events at our space outside of our hours of operation. This may be for reserved events such as a small



- wedding, baby or bridal shower held as a private event after we close when we will not serve the general public.”
- “Only employees over 21 with BASSET training will be allowed to serve these events.”
 - “At no time will we be keeping, selling or in any way purchasing liquor for resale to customers.”

-Refer to the actual application packet for further information.

PERSONAL INTERVIEW:

On 01/16/24, I met with Alex J. Behrens (DOB: 02/21/1984) at the St. Charles Police Department. Alex signed waivers to allow me to conduct this background investigation (see attached).

I provided Alex with the Illinois State Police (ISP) Right of Access and Review Procedure form (SCPD Form 195) and the FBI Privacy Act Statement form (SCPD Form 196); Alex signed the latter. I provided Alex with photocopies of both of these forms and kept the originals (see attached). Alex provided me with his driver’s license, which I also photocopied (see attached). Alex was fingerprinted as a liquor license applicant.

I spoke with Alex and learned the following information, in summary and not verbatim:

Alex has lived at his current address (9 E. Elm Ave., Roselle, IL) since 2014. Alex had resided at 827 Cross Creek Court in Roselle, from about 2006 - 2014. Alex is a U.S. citizen. In regards to why the move to the St. Charles location, Alex explained that it’s an expansion to their business in Roselle. The business in Roselle is a production facility, which has been open since 2018. The name of the Roselle business is Maple Leaf Coffee Roasters and the address is 352 E. Irving Park Rd., Roselle, IL. Alex was asked if there is any liquor inventory at this time and he answered no. Alex was asked if he is a current or past liquor license holder and he answered no.

Alex informed me that the name for the St. Charles business (currently known as Kava Diem) will be changed to Maple Leaf Coffee House on 01/27/24. According to Alex, Maple Leaf Coffee House will not be selling liquor. The attendees of special events will have the option to bring their own liquor. Alex explained that the plan is for the attendee to bring alcohol, turn it over to employees who have proper training, who will then dispense the alcohol to them.

The business is already open, they just don’t have their liquor license yet. According to Alex, the business will have ten employees and the onsite manager will be Brooklyn Gibson (TX: 630-559-6375). Prior to Alex leaving, we set up a site visit for 01/23/24 at 1100 hrs.

MANAGER FINGERPRINTED:

On 01/18/24, I met with manager Brooklyn D. Gibson (DOB: 11/17/99) at the SCPD. I provided Brooklyn with SCPD Forms 195 and 196; she signed the latter. I provided Brooklyn with photocopies of both of these forms and kept the originals (see attached). Brooklyn provided me with her driver's license, which I also photocopied (see attached). Brooklyn was fingerprinted as a liquor license applicant.

ISP/FBI FINGERPRINT RESPONSES:

The ISP response for Alex and Brooklyn indicated that it failed to reveal any criminal conviction record for the subject of your inquiry. The FBI response for Alex and Brooklyn revealed no prior arrest data (see the attached ISP and FBI responses).

RECORD CHECKS:

A check on the IL Secretary of State website showed Maple Leaf Roasters Café, Inc.'s status as being listed as active (see attached).

A BASSET Card Lookup confirmed that Alex Behren's BASSET card expiration date is 10/08/2026, (5A License Number: 5A-1153145) (See attached).

A BASSET Card Lookup confirmed that Brooklyn Gibson's BASSET card expiration date is 10/11/2026, (5A License Number: 5A-1153145) (See attached).

A check in New World, Aegis Link, and CLEAR for Alex yielded negative results. Utilizing TLOxp, I had a Comprehensive Report conducted on Alex. I noted the following results:

- Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of: (None Found)
-See the attached Comprehensive Report for further information.

I conducted records checks on Alex with several law enforcement agencies. The results are listed below (in summary):

- Roselle Police Dept: The response included one result which stated: 02/18/2016 – No parking ticket.
- Cook County Sheriff's Police: The response indicated that the Cook County Sheriff's Police had no criminal contact with the requested individual.
- DuPage County Sheriff's Office: The response indicated that the three Roselle addresses (9 E. Elm Ave., 827 Cross Creek Ct., and 352 E. Irving Park Road) were not in their jurisdiction. The response also indicated: NO CONTACTS.
- Kane County Sheriff's Office: The response indicated: NO RECORD.

-See that attached responses for further information.

Utilizing TLOxp, I conducted a US Businesses search for Maple Leaf Roasters Café, Inc. located in Roselle, Illinois. The search had (4) results. I then completed the Run Business Report option on each of the (4) results. The Business Report checks did not reveal anything apparent that would prohibit the acquisition of a liquor license.

SITE VISIT:


On 01/23/24, at approximately 1100hrs., I responded to 1 W. Illinois Street, Suite 180, to conduct a site visit of the business. I met with Alex and he showed me around the business. I learned the following information during the site visit (in summary):

The physical layout of the business essentially appears to be consistent with the floor plan provided. The main venue space/seating area is in the south/east corner of the business. It should be noted that the floorplan appears to show a porch swing near the north wall of this area. The swing is actually now near the west wall. According to the floor plan, there was also a storage area on the west wall; yet it is actually no longer there.

Alex indicated that they are not storing alcohol on the premises, and nor do they plan too. According to Alex, during after-hours, people can rent the entire venue at an hourly rate. They can also pay for catering if they choose too. A “corking fee” will be charged if the customers choose to use the BYOB option. If the customers do go with the liquor option, the business will take custody of the customer’s alcohol, store it for them, and then serve it to them. Once the customers are done – they will leave with the alcohol that they brought. The remainder of the alcohol will not be stored at the business.

This concludes this liquor background investigation.

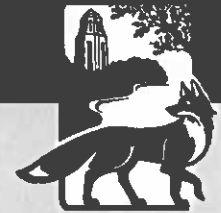
Respectfully Submitted,



Det. Sgt. Vicicondi #368



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



Incomplete applications will not be accepted.

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

Business Name *Maple Leaf Roasters Cafe, Inc DBA Kam Diem*

APPLICATION CHECKLIST

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

OFFICIAL USE ONLY

 Signature of Investigating Officer

 Badge Number & Rank

Approval Recommended* Approval NOT Recommended

 Signature of Chief of Police

 Date

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



Receipt

Date: January 2, 2024

Payment Method	Check No.	Received From
Check	202	Maple Leaf Roasters Café Inc.

Notes:
Application fee; d/b/a Kava Diem

*Check out to Accts. Rec.
for deposit. 1/2/24 sh*

Qty	Cost	Description	Account Code	Fee
		Liquor License Class A - Packaged	100999-42100	\$ -
		Liquor License Class B - Restaurants	100999-42101	\$ -
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
1.00	\$200.00	Liquor License Class D - Specific	100999-42103	\$ 200.00
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
		Cigarette	100999-42230	\$ -
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
	\$50.00	Fingerprint Fee (\$50 per person)	100900-20618	\$ -
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
	\$50.00	Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
			Total	\$ 200.00

Thank you for your business!

LICENSE INFORMATION:

A Package \$3200-3600
 A1
 A2
 A4
 A5
 A6
 B Restaurant \$2400-3600
 B1
 B2
 B3
 C Tavern \$2400-3600
 C1
 C2
 C1
 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies
D-Type 9
 G Brewery/Restaurant or Site License - \$varies
 G1
 G2
 H Catering License - \$varies
 H1
 H2

Late Night Permit 1:00am \$800 (B/C only)
 Late Night Permit 2:00am \$2300 (B/C only)

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

APPLICANT INFORMATION

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

2. Business Name:
Maple Leaf Roasters Cafe, Inc DBA Kava Diem

3. Business Address:
1 W Illinois Street St Charles IL 60174

4. Type of Business (5.08.070-3): <u>Cafe</u>	5. Length of Time in this Business (5.08.070-4):	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ <u>0</u>	
7. Business Phone: <u>630 549 0818</u>	8. Business E-mail: <u>contact@kavadiem.com</u>	9. Business Website: <u>kavadiem.com</u>	10. Illinois Tax ID Number: <u>4503-4117</u>
11. Applicant/Contact Person Name: <u>Alex Behrens</u>		12. Title: <u>President</u>	13. Email: <u>contact@kavadiem.com</u>

18. If Corporation, Corporation Name:
Maple Leaf Roasters Cafe, Inc

19. Corporation Address (city, state, zip code):
9 E Elm St Roselle IL 60172

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

Full Name, include middle initial: Molly E Duntemann Title: Secretary

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

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

BUSINESS ESTABLISHMENT LOCATION INFORMATION

1. Exact Street Address for liquor license: <i>1 W Illinois Street St Charles</i>	2. # Parking Spaces: <i>27, plus nearby garages</i>	3. Outside Dining s.f. [17.20.020-R]: <i>~1000 sf patio</i>	4. Total Building s.f.: <i>3072</i>
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5. Total # Seats: <i>~60</i>	6. Live Entertainment Area s.f. [5.08.010-H]: <i>—</i>
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7. Brief Business Plan description based on type of establishment listed above (5.08.070-6):
Offering a BYOB option for after hours (after 3pm) events as part of a rental. No alcohol sales will be made ~~over~~ at any time.

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

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

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

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

CORPORATION / PREMISES QUESTIONS

1.	<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>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
3.	<p>If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):</p> <p>Name of Building Owner: Fox Island Limited Partnership Shaldeen Group</p> <p>Address of Building Owner: 77 N First Street Geneva IL 60134</p> <p>Phone Number: 630 232 7883</p> <p>E-mail Address: info@shaldeen.com</p> <p>Mailing Address of Building Owner (if different):</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Name of Building Owner:</p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p>
4.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>
5.	<p>Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)</i></p>
6.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of permit application _____</p>
7.	<p>Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, what was the disposition of the application? Explain as necessary:</p>

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <i>Illinois 9/12/2023 IRS 9/7/2023</i></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):</p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14.	All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12). Has this been done? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date(s):
15.	Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If already furnished, date of delivery:
16.	Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

Name (First, Middle, Last): Alex J Behrens

Date of Course: 10/8/2023	Place Course was Taken: Online	Certificate Granted? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Expiration: 10/8/2026
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Name (First, Middle, Last): Brooklyn Gibson

Date of Course: 10/11/2023	Place Course was Taken: Online	Certificate Granted? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Expiration: 10/11/2023
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Name (First, Middle, Last): Adrian Maldonado

Date of Course: 11/1/2023	Place Course was Taken: Online	Certificate Granted? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Expiration: 11/1/2026
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Name (First, Middle, Last):

Home Street Address, Incl City, State, Zip:

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

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

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

COMMENTS/ADDITIONAL INFORMATION

Business Name:

Maple Leaf Roasters Cafe, Inc DBA Kava Diem

SIGNATURES

Ally Behn Ally Behn

Applicant's Signature

Subscribed and sworn before me this 28th day of ~~November~~ January, 2024



Susan Marie Kempf
Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date:	Name of Applicant:
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Name of Business:

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

- Date on which applicant will begin selling retail alcoholic liquors at this location:
- Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? Yes No
- If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? Yes No
 If yes, answer a, b and c:
 a. State the kind of such business:
 b. Give date on which applicant began the kind of business named at this location:
 c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?
 Yes No
- If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? Yes No
 If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? Yes No

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

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

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

BUSINESS CONTACT INFORMATION

Corporate name: *Maple Leaf Roasters Cafe, Inc*

DBA: *Kava Diem*

Phone: *630 677 7536*

Fax:

E-mail: *Contact@kavadiem.com*

Address:

1 W Illinois Street

City:

St Charles

State:

IL

ZIP

Code: *60174*

Expected date of business opening (Required): *Currently Open*

TAX PREPARER INFORMATION

Name of Tax Preparer:

Richard A MacDonald

Phone: *630 584 0400*

Fax: *630 584 0422*

E-mail: *richard@~~mapleleaf~~rmacdonaldassociates.com*

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

ACKNOWLEDGEMENT OF ALCOHOL TAX

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

Name Alex Behrens

Title President

Business Name Maple Leaf Roasters Cafe, Inc

Address 9 E Elm St Roselle IL 60172

Alex Behrens
Signature

11/28/2023
Date

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

BASSET Card



October 13, 2023



Letter ID: L1161956040

License No.: 5A-1153145
Expiration Date: 10/11/2026
License Type: Basset Card



01/01

BROOKLYN GIBSON
644 WAINSFORD DR
HOFFMAN ESTATES IL 60169

Your "Student ID number" is: 49254

Your "Trainer's ID number" is: 5A-1153145

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

50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 10/11/2023 Expires: 10/11/2026

Trainer's IL Liquor License Number: 5A-1153145

BROOKLYN GIBSON
644 WAINSFORD DR
HOFFMAN ESTATES IL 60169

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

BASSET Card



November 2, 2023



Letter ID: L2014897864

License No.: 5A-1153145
Expiration Date: 11/1/2026
License Type: Basset Card



01/01

ADRIANA MALDONADO
1347 CHESTNUT LN
YORKVILLE IL 60560

Your "Student ID number" is: 49253

Your "Trainer's ID number" is: 5A-1153145

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:

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

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 11/1/2023 Expires: 11/1/2026
Trainer's IL Liquor License Number: 5A-1153145

ADRIANA MALDONADO
1347 CHESTNUT LN
YORKVILLE IL 60560

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

The seal of the State of Illinois, featuring a central figure holding a staff and a sheaf of wheat, surrounded by the text "OFFICE OF THE COMMISSIONER OF LIQUOR CONTROL" and "STATE OF ILLINOIS".

BASSET Card



October 11, 2023



Letter ID: L1427868360

License No.: 5A-1153145
Expiration Date: 10/8/2026
License Type: Basset Card



01/01

ALEX BEHRENS
9 E ELM ST
ROSELLE IL 60172

Your "Student ID number" is: 49252

Your "Trainer's ID number" is: 5A-1153145

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
50 W. Washington Street, Suite 209 - Chicago, IL 60601
**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 10/8/2023 Expires: 10/8/2026
Trainer's IL Liquor License Number: 5A-1153145

ALEX BEHRENS
9 E ELM ST
ROSELLE IL 60172

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



General Outline

We will offer a BYOB option for individuals hosting events at our space outside of our hours of operation. This may be for reserved events such as a small wedding, baby or bridal shower held as a private event after we close when we will not serve the general public.

Only employees over 21 with BASSET training will be allowed to serve these events.

At no time will we be keeping, selling or in any way purchasing liquor for resale to customers.

Live Music

No live music will be allowed during one of these events.

Outdoor Seating

Our cafe does have a patio on the river which could be used for a private event. No smoking will be allowed on this patio.

Hours of operation

The cafe is currently open daily from 8am to 3pm with plans to open at 7am Monday through Friday by the first quarter of 2024. No events with a BYOB option will be allowed to be held during our normal hours of operation.

Menu

A copy of our regular menu and catering menu is attached.



**Event Space and Catering Menu
Prepared for you with love.**

**1 Illinois Street Suite 180 Saint Charles, Illinois 60174
630-549-0818
www.KavaDiem.com**

Handhelds and Bites

Build Your Own Avocado Toast

Seeded toast points, avocado spread, house made berry jam, whipped goat cheese, garlic oil, red pepper flakes, sliced tomato and cucumber, Himalayan sea salt

Serves 20 guests \$95

Wrap Platter

Choose from: Chicken BLT, Southwest (vegetarian, chicken or beef), Roasted Veggie, Breakfast, Mediterranean, Caprese or Veggie Burger. Serve in halves as one half per person

Large platter serves 40 guests \$159

Small platter serves 20 guests \$89

Fresh Fruit or veggie trays

Organic fruits and/or veggies. Can add ranch or onion veggie dip, guacamole or sweet yogurt dip for \$10 more

Large tray serves 40 guests \$99

Small tray serves 20 guests \$59

Yogurt Parfaits

Organic Greek yogurt, granola, fresh fruit, local wild honey

20 individual parfaits \$59

Sharable Dips

Choice of loaded sweet potato (extra cost for meat), garlic or sweet potato hummus, spinach artichoke or Mediterranean dip. Each dip is served with celery, carrots, tortilla chips and pretzel chips

Large dip serves 40 guests \$99

Small dip serves 20 guests \$59

Grass Fed Italian Meatballs

Grass fed beef with Italian seasonings and a red sauce

60 pieces \$119

Charcuterie Board

Beautiful assortment of grapes, cheese, meats, olives and crackers

Large board serves 40 guests \$139

Small board serves 20 guests \$79

Cheese Quesadilla Bites

Extra cost for meat or roasted veggie (\$15 or \$10)

60 pieces \$59

Mini Sandwiches

Choose from: chicken salad, turkey, ham, roasted veggie or tuna salad

60 pieces \$129

Sliders

Choose from pasture raised turkey or grass fed beef

40 pieces \$109

Sliced Sweet Potato Bruschetta

Slice of toasted sweet potato served with avocado and assorted toppings including our famous beets, southwest mix, classic tomato and more

40 pieces 89

Skewers

Caprese Skewers

Organic tomatoes, mozzarella cheese and basil drizzled with balsamic glaze and sprinkled with sea salt

60 pieces \$89

Feta Watermelon Skewers (Seasonal)

Watermelon, feta, basil drizzled with balsamic glaze

60 pieces \$89

Prosciutto Melon Skewers

Thinly sliced Italian Prosciutto, fresh melon, mozzarella, balsamic glaze

60 pieces \$99

Greens

Large Salad

Choice from: Southwest, Exotic Garden, Greek, Caprese or Chicken Caesar

Large Salad or individual side salads available

Serves 20 guests \$79

Platters and Dishes

Pesto Chicken Pasta

Angel hair pasta or other pasta with grilled pasture raised chicken and organic pesto sauce and parmesan cheese

Large serving serves 40 guests \$159

Small serving serves 20 guests \$89

Meatloaf

Choose from pasture raised turkey or grass-fed beef

Serves 20 guests \$109

Spinach Artichoke Chicken Bites

Creamy spinach and artichoke blend inside folded organically raised chicken breast

Large serving serves 40 guests \$169

Small serving serves 20 guests \$89

Roasted Vegetable Ratatouille with Rice

Assortment of seasonal roasted vegetables over seasoned turmeric rice

Large serving serves 40 guests \$139

Small serving serves 20 guests \$79

Southwestern Enchilada Lasagna

Layers of cheesy black bean, roasted corn and vegetable mix baked between flour tortilla served with sour cream

and jalapenos

Large serving serves 40 guests \$159

Small serving serves 20 guests \$89

Coffee and Drinks

Bottomless Coffee Service

Organic single origin, wet process coffee. With assortment of creams and sweeteners

Serves 30 guests \$59

BYOB Service

Wine, champagne, cider and beer permitted

\$75 corking fee

Open Coffee Bar with Barista(s)

Includes all drinks including lattes and specialty items all in our small cups. Does not include gratuity.

Up to 20 people \$69, 20-50 people \$119 for one hour or \$150 for two hours and 50 plus people will have two baristas at \$139 an hour.

Sweet Treats

Cookie Tray

Assortment of soft, delicious cookies

24 cookies \$20

Premium Mini Donuts

Gluten free premium donuts with choice of brown butter, coffee, lemon, blueberry or maple flavors

Dozen \$20

Fresh Baked Desserts

Priced to order

***An 18% gratuity charge is added to all orders for parties greater than 8 people**



BREAKFAST

Served all day

BOWLS / PLATES

FRUIT & YOGURT BOWL 9.5

Organic Greek yogurt | seasonal fruit | honey | toasted cinnamon spiced granola

BOWL ME OVER 14.5

Roasted sweet potatoes | fried organic pasture-raised egg | avocado slices | maple bacon | turmeric rice | sour cream

BASIC BREKKI PLATE 10.5

Two organic pasture-raised eggs your way | maple bacon | choice of buttered English muffin or organic whole grain toast | Add Avocado \$2.5

GOAT CHEESE OMELET 14.5

Three organic pasture-raised eggs | goat cheese crumble | sliced avocado | chopped bacon | side of hash brown fritters

KAVA FAVORITES

Subs GF Bread 2 | GF Jalapeno Cheddar Bread 2.5 |
Over Greens 2

CLASSIC EGG & CHEESE SANDWICH 10.5

Scrambled organic pasture-raised egg | melted cheddar cheese | arugula | garlic aioli | on organic whole grain toast | side of hash brown fritters

BACON, EGG & YUM SANDWICH 12.5

Fried organic pasture-raised egg | maple bacon | melted cheddar cheese | arugula | smoked paprika aioli | on English muffin | side of hash brown fritters

EGGIE VEGGIE SANDWICH 11.5

Fried organic pasture-raised egg | roasted tomato | sauteed spinach | caramelized onion | melted cheddar cheese | on English muffin | side of hash brown fritters

AMERICAN BREAKFAST BURRITO 14.5

Scrambled organic pasture-raised eggs | maple bacon | sliced avocado | cheese | sour cream | wrapped in flour tortilla | side of hash brown fritters

SOUTHWEST BURRITO BLISS 16.5

Machaca grass-fed beef | fried pasture-raised egg | black beans | pico de gallo | shredded cheddar | in flour tortilla | side of hash brown fritters

SIDES

HASHBROWNS 3

HASHBROWN FRITTERS 3

ROASTED SWEET POTATOES 4

ORGANIC WHOLE GRAIN TOAST 3.5

ENGLISH MUFFIN 2.75

AVOCADO SLICES 2.5

BERRY MEDLEY 5.5

BACON 3.5

TOASTS

Sub GF Bread 2 | GF Jalapeno Cheddar Bread 2.5 |
Over Sweet Potato Slices 3 | Add Egg 2.5

NAKED AVOCADO TOAST 11

Smashed avocado | drizzled garlic-infused olive oil | chili flakes or hot | on organic whole grain toast

CAN'T BEET IT AVOCADO TOAST 14.5

Smashed avocado | maple guajillo roasted beets | pickled onion | local honey | goat cheese | balsamic glaze | on organic whole grain toast

THE DAME MAS AVOCADO TOAST 13.5

Smashed avocado | black beans | pico de gallo | chipotle cream sauce | on sweet potato slices, add egg if desired

THE ROMAN AVOCADO TOAST 14

Smashed avocado | pesto | cherry tomatoes | shaved parmesan | on organic whole grain toast

GOAT CHEESE & JAM AVOCADO TOAST 14

Smashed avocado | house-made berry jam | crumbled goat cheese | balsamic glaze | on organic whole grain toast

FARMERS AVOCADO TOAST 12

Smashed avocado | sliced radish | arugula | balsamic glaze | on toasted english muffin

AÇAÍ BOWL

BERRY AÇAÍ BOWL 12

Açaí | blueberries | avocado | organic coconut cream | home-made granola | chocolate chips | coconut flakes

KID'S BREAKFAST

CLASSIC EGG & CHEESE SANDWICH 6

Single scrambled organic pasture-raised egg | melted cheddar cheese | on organic whole grain toast

KID'S BASIC BREKKI PLATE 7

Single scrambled organic pasture-raised egg | single maple bacon | on organic whole grain toast

LUNCH

Served all day

WRAPS/SALADS

Wraps served on a flour tortilla w/ a side salad or chips
Add: Avocado Slices 2.5 | Grilled Chicken 3 | Bacon 3.5

GREEK GOODNESS 14/15

Grilled zucchini | turmeric rice | roasted tomato | feta cheese | pickled red onion | mixed greens | citrus vinaigrette

KAVA CHICKEN-SALAD 14/15

Pasture-raised pesto spiked chicken salad | cherry tomatoes | celery | parmesan | seasonal mixed greens | olive oil

BEST IN THE SOUTHWEST 15/16.5

Shredded grass-fed Machaca beef or pasture-raised ground turkey | black beans | charred corn salsa | tomato | shredded organic cheddar | Kava guajillo honey-lime vinaigrette | crispy tortilla strips

GRILLED VEGGIE GARDEN 14/15

Grilled zucchini | roasted tomatoes | avocado | red onion | sliced cucumber | mixed greens | house-made citrus vinaigrette

CAN'T BEET THIS 14/16

Maple guajillo roasted beets | orange slices | shaved fennel | goat cheese | candied walnuts | mixed greens | citrus vinaigrette

AMERICAN CHICKEN BLT 14/16

Grilled, marinated pasture-raised chicken breast | maple bacon | cherry tomatoes | mixed greens | garlic aioli

CHICKEN CAPRESE 14/16

Grilled pasture-raised chicken breast | fresh mozzarella | cherry tomatoes | avocado | pesto | mixed greens | olive oil | balsamic reduction

DIPS AND BITES

LOADED SWEET-POTATO DIP 16

Mashed sweet potato | grass-fed Machaca beef or pasture-raised ground turkey | black beans | avocado | homemade pico de gallo | sour cream | crispy tortilla chips

HAPPY HIPPY HUMMUS DIP 13

Traditional hummus with pretzel crisps or veggies

CHEESY QUESADILLA 13.5

Organic cheddar cheese | homemade pico de gallo | black beans | sour cream
Add grilled pasture-raised chicken, ground pasture-raised turkey, or grass-fed Machaca beef 3

EASY STREET TACOS(3) 16 BEEF/15 POULTRY

Flour or corn tortillas | grass-fed Machaca beef or pasture-raised ground turkey | shredded organic cheddar | lettuce | sour cream & pico de gallo on side

TWICE BAKED LOADED NACHOS 16

Tortilla chips | pasture-raised turkey or grass-fed shredded Machaca beef | black beans | charred corn salsa | avocado | tomatoes | organic cheddar cheese | sour cream

BURGERS

Burgers served on brioche bun with a side salad or chips
Substitute: Over greens 1.3
Toppings: ketchup | mustard | mayo | lettuce | tomato | pickles | onion
Add: cheese slice 1 | avocado 2.5 | bacon 3.5 | fried egg 2

KAVA GRASS-FED BURGER 16

Seasoned grass-fed beef | brioche bun | choice of toppings

SLIDERS YOUR WAY (3) 14

Seasoned ground grass-fed beef or tomato-basil pasture-raised turkey, or grilled chicken sliders | cheese | choice of toppings

CALI GRILLED CHICKEN 15.5

Grilled marinated chicken breast | avocado | bacon | tomato | lettuce | garlic aioli sauce

THE GOBBLER TURKEY BURGER 14.5

Sun-dried tomato basil | seasoned pasture-raised turkey burger | garlic aioli | lettuce | tomato | red onion | choice of toppings

VEGGIE BURGER 14.5

Hand-made veggie burger (carrots | quinoa | amaranth, millet | artichoke | black beans | garbanzo beans | pinto beans | corn | red & yellow pepper | jalapeño | garlic | onion) | smoked paprika aioli sauce | choice of toppings

PALEO VEGGIE BURGER 14.5

Hand-made veggie burger (sweet potato | mushrooms | cassava root | coconut cream | flax seeds | celery | onion | sunflower seeds | chia seeds | hemp seeds | garlic) | smoked paprika aioli sauce | choice of toppings | served over greens

KID'S LUNCH

Choice of sides: cheddar bunnies | applesauce

GRILLED CHEESE 7.5

Melted cheese between two buttery toasted whole-wheat pieces of bread

SIMPLE SLIDERS 9.5

Your choice of beef, turkey or grilled chicken | choice of toppings
Add: cheese slice 1 | bacon 3.5 | fried egg 2

THE KAVA DIEM PROMISE:

AT KAVA DIEM WE HAVE A PASSION TO SERVE YOU AND OUR COMMUNITY THE CLEANEST AND MOST DELICIOUS FOOD AND DRINK. YOU CAN BE CONFIDENT THAT WE HAVE DONE OUR HOMEWORK AND HAVE MADE THE BEST CHOICE WE COULD WITH YOUR HEALTH AND SATISFACTION IN MIND. YOUR SUPPORT SUPPORTS OUR LOCAL FARMERS AND CULINARY ARTISANS. THANK YOU FOR ALLOWING US THE PLEASURE TO SERVE YOU AND GIVE BACK TO OUR COMMUNITY.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 25th day of September, 2023 between SHODEEN GROUP, LLC, a Delaware LLC, as agent for Fox Island Limited Partnership, an Illinois limited partnership (the "Landlord"), and Maple Leaf Roasters Café, Inc. (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"). 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 as follows:

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

- (i) "Gross Rent Commencement Date" shall mean the date of Lease Execution;
- (ii) "Lease Expiration Date" shall mean March 31, 2029;
- (iii) "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.
- (iv) "Term" shall mean the initial term of this Lease and any renewals or extensions thereof.
- (v) Tenant shall have the right to renew this Lease for Two (2) additional periods of Five (5) lease years. The option period(s) shall commence upon the expiration of the original term or option term as the case may be, of this Lease. Such option shall be deemed effectively exercised only if Tenant has given Landlord written notice not later than One Hundred Twenty (120) days prior to the expiration of the existing Lease Term and Tenant is not in Default under any terms of the Lease. The Base Rental during the option period shall be increased by three percent (3%) annually over the previous

year's base rental amount beginning with Option Lease Year One. All terms and provisions of the Lease Agreement and any Lease Amendment shall be applicable during such renewal term.

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 Rental</u>	<u>\$ p/s/f</u>
Gross Rent Commencement Date-		
3/31/24	\$2,881.30	\$11.26
4/1/24 – 3/31/25	\$2,967.74	\$11.59
4/1/25 – 3/31/26	\$3,056.77	\$11.94
4/1/26 – 3/31/27	\$3,148.47	\$12.30
4/1/27 – 3/31/28	\$3,242.93	\$12.67
4/1/28 – 3/31/29	\$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.

Deck Fee: Landlord shall credit Tenant's account the sum of One Thousand Dollars (\$1,000.00) on the first day of June each year for the term of this Lease and any Lease Extensions.

(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 Six Hundred Nine and 24/100 Dollars (\$2,609.24) 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.

C- 1270.5
T- 1174.44
F- 164.27

(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. Tenant to take the Premises "as-is". 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. Intentionally Deleted

5. USE OF THE PREMISES.

(a) Use. The Premises shall be used only for a **quick service 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.

(i) Notwithstanding Section 21(a)(i) above or any other provision of this Agreement, upon any alleged failure to pay when due any rent, or any other sums required to be paid by Tenant, Tenant shall be entitled to notice of default and shall have five (5) business days to cure.

(j) Notwithstanding Section 21(a)(ii) above or any other provision of this Agreement, upon any alleged failure to the performance or observance of any other agreement or condition to be performed or observed, Tenant shall be entitled to notice of default and shall have thirty (30) business days to cure.

(k) Notwithstanding any other provision of this Agreement, upon any event of default, to the extent Landlord is seeking damages against Tenant as a result thereof, then Landlord shall be required to use reasonable efforts to mitigate its damages generally, as and to the extent required by applicable law; provided, however, Landlord shall not be deemed to have failed to mitigate if Landlord leases any other premises in the Building before reletting all or any portion of the Premises. Any failure by Landlord to mitigate with respect to any period of time shall only reduce Base Rental and any other amount to which Landlord is entitled under this Lease, by the reasonable value of the Premises during such period. Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's regular rates for new leases of comparable space in the Building at the time in question shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

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 City of St. Charles approved signage that conform to the Landlord's rules and regulations. 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, provided such approval shall not be unreasonably withheld. 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. For avoidance of doubt, existing signage shall be deemed to be acceptable by Landlord and may be retained. 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. This section intentionally left blank.

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 Fox Island Limited Partnership and in consideration for entering into this Lease, Tenant hereby waives any rights to bring a cause of action against Shodeen Management Company for any obligations of Landlord (and except for any cause of action based upon lack of authority or fraud), and all persons dealing with Landlord must look solely to Landlord and 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.

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: _____
By:  _____
Title: President

TENANT:

Maple Leaf Roasters Café, Inc.

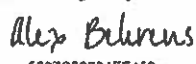
DocuSigned by:

Date: _____
By: President
Title: _____

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

INTENTIONALLY DELETED

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 _____, 2023, between SHODEEN GROUP, LLC a Delaware LLC, as agent for Fox Island Limited Partnership (the "Landlord"), and Maple Leaf Roasters Café, Inc., (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: _____

By: _____
Title: President



TENANT:

Maple Leaf Roasters Café, Inc.

Date: 9/25/2023

By: _____
DocuSigned by:
Alex Behrens
5837C38634FE469

Print: Alex Behrens

ARCHITECTURAL RESOURCES
W. Mark Zwickel
422 West Street St. Charles, Illinois 60114
(630) 202-1774
www.archresources.com / mark_zwickel@archresources.com



FLOOR PLAN SECTIONS & DETAILS & NOTES

1. The notes on these drawings are to be used in conjunction with the drawings. 2. Approved notes on these drawings shall be indicated on approved locations for all dimensions they ultimately bear them.

DRAWING INDEX

Table listing drawing sheets: D1 DISPOSITION PLAN, D2 PARTIAL PLAN, D3 EQUIPMENT PLAN, D4 VENTILATION PLANS, D5 ELECTRICAL POWER PLAN, D6 PLUMBING PLANS, D7 ASSEMBLY PLAN, D8 15 BENCH, D9 FLOOR LOAD @ 150 PSF, D10 FLOOR LOAD @ 120 PSF, D11, D12, D13, D14, D15, D16, D17, D18, D19, D20, D21, D22, D23, D24, D25, D26, D27, D28, D29, D30, D31, D32, D33, D34, D35, D36, D37, D38, D39, D40, D41, D42, D43, D44, D45, D46, D47, D48, D49, D50, D51, D52, D53, D54, D55, D56, D57, D58, D59, D60, D61, D62, D63, D64, D65, D66, D67, D68, D69, D70, D71, D72, D73, D74, D75, D76, D77, D78, D79, D80, D81, D82, D83, D84, D85, D86, D87, D88, D89, D90, D91, D92, D93, D94, D95, D96, D97, D98, D99, D100.

GENERAL NOTES

- 1. All work shall conform to local codes and ordinances and all applicable codes, including the Illinois Administrative Code, Article 41, Section 14-1500. 2. All permit fees shall be indicated on the drawing. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 3. All materials and workmanship shall conform to the latest editions of all applicable codes and standards. 4. All work shall be completed in accordance with the schedule of work. 5. All dimensions are to be taken from the finish face of the work unless otherwise noted. 6. All work shall be done in accordance with the manufacturer's instructions. 7. The Contractor shall maintain access to all existing utilities. 8. The Contractor shall protect all existing work and materials. 9. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 10. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 11. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 12. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 13. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 14. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 15. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 16. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 17. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 18. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 19. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire. 20. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire.

GENERAL NOTES (Cont.)

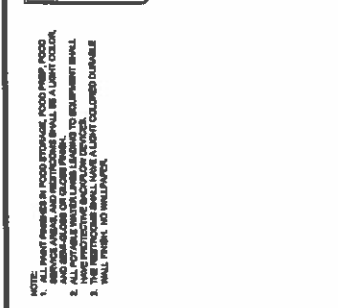
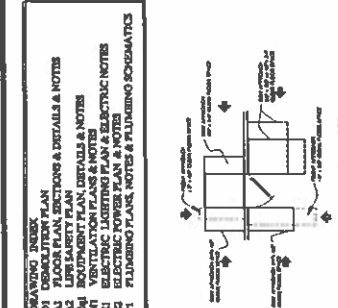
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FULL HEIGHT WALL
① NOT TO SCALE

COUNTER
② NOT TO SCALE

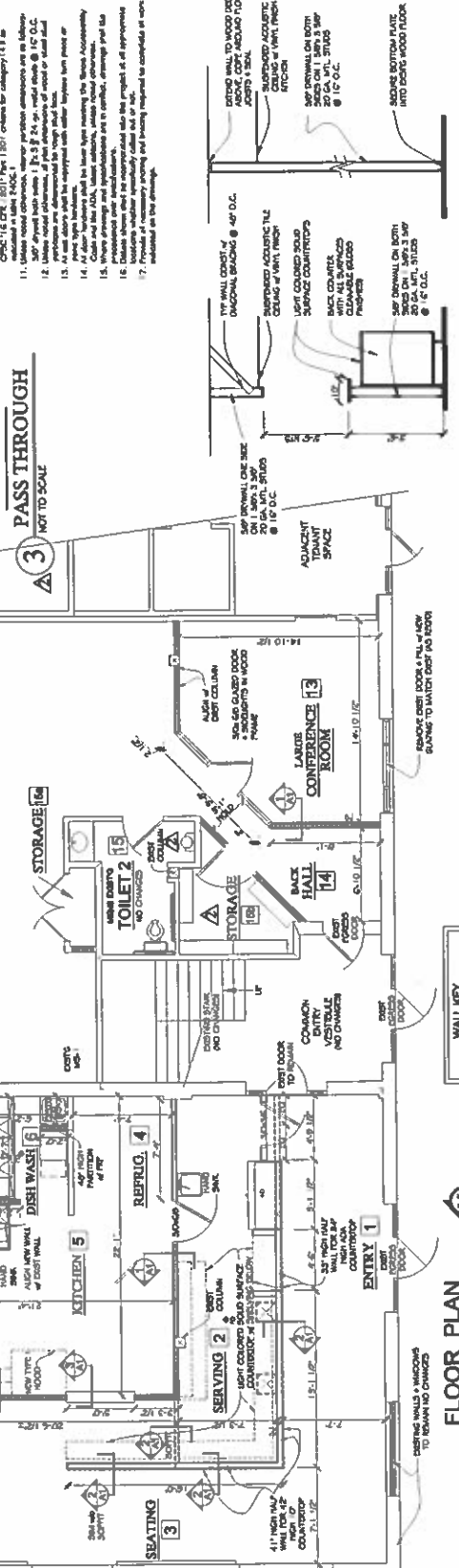
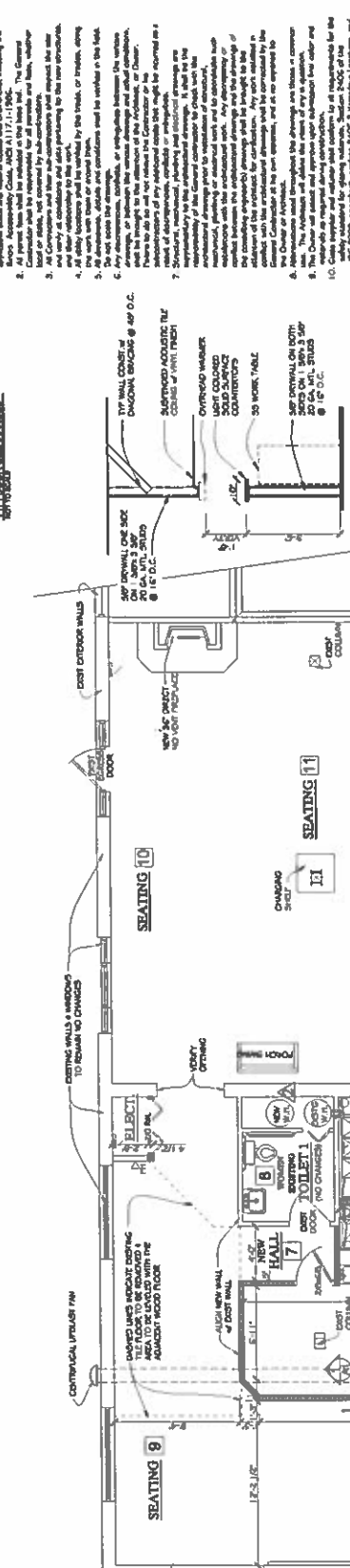
PASS THROUGH
③ NOT TO SCALE

ROOM FINISH SCHEDULE table with columns: NO., NAME, FLOOR, CEILING, MTD., FIN., REMARKS.



GENERAL NOTES

- All work shall conform to local codes and ordinances and all applicable codes, including the Illinois Administrative Code, Article 41, Section 14-1500.
- All permit fees shall be indicated on the drawing. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to building, electrical, plumbing, and fire.
- All materials and workmanship shall conform to the latest editions of all applicable codes and standards.
- All work shall be completed in accordance with the schedule of work.
- All dimensions are to be taken from the finish face of the work unless otherwise noted.
- All work shall be done in accordance with the manufacturer's instructions.
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FLOOR PLAN SCALE: 1/4" = 1'-0"

EXISTING WALLS
NEW EXIST WALLS
NEW WALLS

WALL KEY

EXISTING WALLS + WINDOWS TO REMAIN UNCHANGED

CONTRACTOR UTILITIES FIN

UNLABELED AREAS TO BE COATED WITH AN ADJACENT WOOD FLOOR

NEW TYPE WOOD FLOOR

NEW TYPE WOOD FLOOR

EXISTING WALLS + WINDOWS TO REMAIN UNCHANGED

NEW TYPE WOOD FLOOR

BYLAWS
OF
MAPLE LEAF ROASTERS CAFE, INC.

ARTICLE I
OFFICES

The principal office of the Corporation in the State of Illinois shall be located at 9 E. Elm St., Roselle, Illinois 60172. The Corporation may have such other offices, either within or without the State of Illinois, as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Illinois Business Corporation Act of 1983, as amended, to be maintained in the State of Illinois may be, but need not be, identical with the principal office in the State of Illinois. The registered office is 9 E. Elm St., Roselle, Illinois 60172, but can be modified from time to time.

ARTICLE II
SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the shareholders shall be held on such date at such time and place as shall be fixed by the board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a meeting of the shareholders as soon thereafter as may be convenient.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the president, by the board of directors, or by the holders of not less than one fifth of all the outstanding shares of the Corporation entitled to vote on the matter for which the meeting is called.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all shareholders may designate any place, either within or without the State of Illinois, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Illinois, except as otherwise provided in Section 5 of this Article II.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day, and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, or in the case of a merger, consolidation, share exchange, dissolution, or sale, lease, or exchange of assets not less than 20 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the records of the Corporation, with

postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. MEETING OF ALL SHAREHOLDERS. If all of the shareholders shall meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 6. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors of the Corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days and, for a meeting of shareholders, not less than 10 days, or in the case of a merger, consolidation, share exchange, dissolution, or sale, lease, or exchange of assets, not less than 20 days, immediately preceding the date of such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 7. VOTING LISTS. The officer or agent having charge of the transfer books for shares of the Corporation shall make, within 20 days after the record date for a meeting of shareholders or 10 days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each shareholder. For a period of 10 days before such meeting, such list shall be kept on file at the registered office of the Corporation and shall be open to inspection by any shareholder, and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and may be inspected by any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in the State of Illinois, shall be prima facie evidence as to the shareholders who are entitled to examine such list, share ledger, or transfer book or to vote at any meeting of shareholders.

SECTION 8. QUORUM. A majority of the outstanding shares of the Corporation entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of shareholders provided that, if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting shall be the act of the shareholders unless the vote of a greater number of voting by classes is required by the Illinois Business Corporation Act of 1983, the articles of incorporation, or these bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 9. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by the shareholder's duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy.

SECTION 10. VOTING OF SHARES. Unless otherwise provided in the Articles of Incorporation, each outstanding share shall be entitled to one vote on each matter submitted to vote at a meeting of shareholders provided, however, that at all elections for directors every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected, to cumulate such votes and give one candidate as many votes as shall equal the number of directors multiplied by the number of such shares, or to distribute them on the same principle among as many candidates as the shareholder shall see fit.

SECTION 11. VOTING OF SHARES BY CERTAIN HOLDERS. Shares of the Corporation held by the Corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

Shares registered in the name of another Corporation, domestic or foreign, may be voted by any officer, agent, proxy, or other legal representative authorized to vote such shares under the law of incorporation of such Corporation. The Corporation may treat the president or other person holding the position of chief executive officer of such other Corporation as authorized to vote such shares, together with any other person indicated and any other holder of any office indicated by the corporate shareholder to the Corporation as a person or an officer authorized to vote such shares. Such persons and officers indicated shall be registered by the Corporation on the transfer books for shares and included in any voting list prepared in accordance with Section 7 of this Article II.

Shares registered in the name of a deceased person, a minor ward, or a person under legal disability may be voted by that person's administrator, executor, or court-appointed guardian, either in person or by proxy, without a transfer of such shares into the name of such administrator, executor, or court-appointed guardian. Shares registered in the name of a trustee may be voted by the trustee, either in person or by proxy.

Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

SECTION 12. INSPECTORS. At any meeting of shareholders, the chair of the meeting may, or upon the request of any shareholder shall, appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of shares represented at the meeting based on their determination of the validity and effect of proxies, count all votes and report the results, and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by the inspector or by a majority of the inspectors if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. INFORMAL ACTION BY SHAREHOLDERS. Unless otherwise provided in the Articles of Incorporation or §12.10 of the Illinois Business Corporation Act of 1983, any action required to be taken at any annual or special meeting of the shareholders, or any other action that may be taken at a meeting of the shareholders, may be taken without a meeting and without a vote if a consent in writing, setting forth the action so taken, shall be signed (a) by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting or (b) by all of the shareholders entitled to vote with respect to the subject matter thereof. If such consent is signed by less than all of the shareholders entitled to vote, then such consent shall become effective only if at least five days before the execution of the consent a notice in writing is delivered to all the shareholders entitled to vote with respect to the subject matter thereof and, after the effective date of the consent, prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be delivered in writing to those shareholders who have not consented in writing.

SECTION 14. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of its board of directors.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The number of directors of the corporation shall be one (1). Each director shall hold office until the next annual meeting of shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the amendment of this Section 2, but no decrease shall have the effect of shortening the term of any incumbent director. Directors need not be residents of Illinois or shareholders of the corporation.

SECTION 3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place, either within or without the State of Illinois, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any director. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the board of directors called by them.

SECTION 5. NOTICE. No notice shall be required for regular meetings for which the time and place have been fixed. Notice of any special meeting of the board of directors shall be given at least two days before the meeting or within such shorter period before the meeting as the person or persons calling such meeting deem appropriate in the circumstances. Such notice shall be delivered to each director personally, by mail to each director at his business address, by telegram, by telephone, by e-mail, or by facsimile transmission. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. Unless otherwise provided in the Articles of Incorporation, a majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided that, if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Unless specifically prohibited by the Articles of Incorporation, members of the board of directors or of any committee of the board of directors may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these bylaws, or the Articles of Incorporation. In the event of a tie after a vote of the directors, the deciding vote shall go to the shareholders with a majority vote required to pass. The majority vote of the shareholders shall be binding among the directors.

SECTION 8. RESIGNATIONS. A director may resign at any time by giving written notice to the board of directors, its chair, if any, or the president or secretary of the Corporation. A resignation shall be effective when the notice is given unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date.

SECTION 9. VACANCIES. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for the purpose or by appointment by a majority vote of the directors then in office, though less than a quorum. A director appointed to fill a vacancy shall serve until the next meeting of shareholders at which directors are to be elected.

SECTION 10. INFORMAL ACTION BY DIRECTORS. Unless specifically prohibited by the Articles of Incorporation or by other provisions of these bylaws, any action required to be taken at a meeting of the board of directors, or any other action that may be taken at a meeting of the board of directors, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof or by all the members of such committee, as the case may be. Any such

consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote and may be stated as such in any document filed with the Secretary of State of the State of Illinois or with anyone else.

SECTION 11. COMMITTEES. A majority of the directors fixed by these bylaws may, by resolution, create one or more committees and appoint members of the board to serve on any one or more of such committees. Each committee shall have two or more members who shall serve at the pleasure of the board. A majority of any committee shall constitute a quorum, and a majority of a quorum is necessary for committee action. Each committee, to the extent provided by the board of directors in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except that a committee may not authorize distributions; approve or recommend to shareholders any act required by statute to be approved by shareholders; fill vacancies on the board or on any of its committees; elect or remove officers or fix the compensation of any member of the committee; adopt, amend, or repeal the bylaws; approve a plan of merger not requiring shareholder approval; authorize or approve the reacquisition of shares, except according to a general formula or method prescribed by the board; authorize or approve the issuance or sale, or contract for sale, of shares or determine the designation and relative rights, preferences, and limitations of a series of shares, except that the board may direct a committee to fix the specific terms of issuance or sale or contract for sale or the number of shares to be allocated to particular employees under an employee benefit plan; or amend, alter, repeal, or take action inconsistent with any resolution or action of the board of directors when the resolution or action of the board of directors provides by its terms that it shall not be amended, altered, or repealed by action of a committee. Vacancies in the membership of any committee shall be filled by the board of directors. Each committee shall keep regular minutes of its proceedings and report the content of the minutes to the board when required. A committee may act by unanimous consent in writing without a meeting, and, subject to action by the board of directors, each committee, by a majority vote of its members, shall determine the time and place of meetings and the notice required therefor.

SECTION 12. COMPENSATION. Unless otherwise provided in the Articles of Incorporation, the board of directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers, or otherwise. By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 13. PRESUMPTION OF ASSENT. A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless that director's dissent shall be entered in the minutes of the meeting or unless the director files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 14. REMOVAL OF DIRECTORS. One or more of the directors may be removed, with or without cause, at a meeting of shareholders by the affirmative vote of the holders of a majority of the outstanding shares then entitled to vote at an election of directors, except that no director shall be removed at a meeting of shareholders unless the notice of such meeting shall state

that a purpose of the meeting is to vote on the removal of one or more directors named in the notice, and then only the named director or directors may be removed at such meeting. In the event directors of the Corporation are elected by cumulative voting, if less than the entire board is to be removed, no director may be removed, with or without cause, if the votes cast against the director's removal would be sufficient to elect the director if then cumulatively voted at an election of the entire board of directors. If a director has been elected by a class or series of shares, such director may be removed only by the shareholders of that class or series.

ARTICLE IV OFFICERS

SECTION 1. NUMBER. The officers of the Corporation shall be a president, a secretary, and other officers as may be elected or appointed by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided. Election or appointment of an officer or agent shall not of itself create contract rights. Any officer may resign at any time by giving notice to the board of directors or to the president or the secretary. A resignation of an officer need not be accepted in order to be effective.

SECTION 3. REMOVAL. Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

SECTION 5. CHAIRPERSON OF THE BOARD. The board of directors may at any time or from time to time elect a chairperson of the board from among the directors. The chairperson of the board, if there be a chairperson, shall preside at all meetings of the shareholders and directors, and he or she shall have such other powers and duties as the board of directors may from time to time prescribe.

SECTION 6. THE PRESIDENT. The president shall be the chief executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the shareholders and of the board of directors. The president may sign, with the secretary or any other proper officer of the Corporation thereunto authorized by the board of directors, certificates for shares of the Corporation and any deeds, mortgages, bonds, contracts, or other instruments that the board of directors has authorized to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed, and in general shall

perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors.

The president shall also (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for money due and payable to the Corporation from any source whatsoever and deposit all such money in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Section 4 of Article V of these bylaws; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the president or by the board of directors.

SECTION 7. RESERVED.

SECTION 8. RESERVED.

SECTION 9. THE SECRETARY. The secretary shall (a) keep the minutes of the meetings of the shareholders, the board of directors, and committees of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the Corporation records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all certificates for shares before the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these bylaws; (d) keep a register of the post office address of each shareholder that shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice president, certificates for shares of the Corporation, the issue of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or by the board of directors.

The board of directors may also establish the position of ASSISTANT SECRETARY to assist in the above duties.

SECTION 10. SALARIES. The salaries of the officers shall be fixed from time to time by the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a director of the Corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers or any agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be

signed by such officer or officers or such agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositaries as the board of directors may select.

ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. The issued shares of the Corporation shall be represented by certificates or shall be uncertificated shares. The certificates shall be in such form as shall be determined by the board of directors and shall be numbered and entered in the books of the Corporation as they are issued. Each certificate shall exhibit the registered holder's name and the number and class of shares and the designation of any series that it evidences, shall set forth such other statements as may be required by statute, and shall be signed by the chief executive officer or a vice president and by the treasurer or an assistant treasurer or by the secretary or an assistant secretary, any or all of whose signatures may be facsimile if such certificate is countersigned by a transfer agent or registered by a registrar. In case any one or more of the officers who have signed or whose facsimile signatures appear on any such certificate shall cease to be such officer or officers of the Corporation, or an officer of the transfer agent or registrar, before such certificate is issued and delivered, it may nonetheless be issued and delivered with the same effect as if such officer or officers had continued in office.

SECTION 2. LOST CERTIFICATES. If a certificate representing shares has allegedly been lost or destroyed, the board of directors may, in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

SECTION 3. TRANSFERS OF SHARES. Transfers of shares of the Corporation shall be made on the books of the Corporation only by the holder of record thereof or by such holder's legal representative, who shall furnish proper evidence of authority to transfer, or by such holder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the Corporation, and on surrender for cancellation of the certificate for such shares.

SECTION 3. SHAREHOLDER AGREEMENTS. Transfers of shares of the Corporation may be limited and subject to such shareholder agreements as the shareholders may enter into from time to time.

ARTICLE VII VOTING OF SECURITIES

The president shall have full authority, in the name and on behalf of the Corporation, to attend, act, and vote at any meeting of security holders of any corporation in which the Corporation may hold securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and that the Corporation, as the holder thereof, might possess and exercise if personally present and may exercise such power and authority through the execution of proxies or may delegate such power and authority to any other officer, agent, or employee of this Corporation.

ARTICLE VIII INDEMNIFICATION

Each person who at any time is or was a director, officer, employee, or agent of this Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise shall be indemnified by this Corporation in accordance with and to the full extent permitted by the Illinois Business Corporation Act of 1983 as in effect at the time of adoption of this bylaw or as amended from time to time. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise. If authorized by the board of directors, the Corporation may purchase and maintain insurance on behalf of any person to the full extent permitted by the Illinois Business Corporation Act of 1983 as in effect at the time of the adoption of this bylaw or as amended from time to time. If the Corporation pays indemnity or makes an advance of expenses to a director, officer, employee, or agent, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders meeting.

ARTICLE IX FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in each year.

ARTICLE X DIVIDENDS

Subject to the Corporation making a profit for a specific tax year, the Corporation shall, within three (3) months of the close of that tax year, declare and pay dividends on its outstanding shares in an amount not less than the estimated Shareholder tax liability arising from profits of the Corporation. Such distribution shall be contingent on a Shareholder providing an estimate of their estimated tax liability from a tax professional, within two (2) months of the close of such tax year. Such dividend and distribution shall be sufficient to pay the estimated tax liability of the Shareholder with the highest estimated tax liability (but not less than required to pay the tax liability of each), and will be paid on a per-share basis based on shares owned. By way of example and for avoidance of doubt: (i) if Shareholder-1 has an estimated tax liability of \$1,000 and owns 334 shares, and Shareholder-2 has an estimated tax liability of \$500 and owns 666 shares, the distribution shall be $(\$1,000 / 334 =)$ \$3.00 dollars per share for all Shareholders; (ii) if Shareholder-1 has an estimated tax liability of \$250 and owns 334 shares, and Shareholder-2 has an estimated tax liability of \$1,000 and owns 666 shares, the distribution shall be $(\$1,000 / 666 =)$ \$1.50 dollars per share for all Shareholders

The board of directors may otherwise, from time to time, declare, and the Corporation may pay, dividends on its outstanding shares in the manner and on the terms and conditions provided by law and the Articles of Incorporation.

ARTICLE XI SEAL

The Corporation may have, but shall not be required to have, a corporate seal as shall be determined at the discretion of the secretary of the Corporation. If a corporate seal is obtained, the seal shall contain the name of the Corporation and the words "Corporate Seal, Illinois," and the use thereof shall be determined from time to time by the officer or officers executing and delivering instruments on behalf of the Corporation, provided that the affixing of a corporate seal to an instrument shall not give the instrument additional force or effect or change the construction thereof. The seal, if any, may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XII WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these bylaws, under the provisions of the Articles of Incorporation, or under the provisions of the Illinois Business Corporation Act of 1983, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance by a person at any meeting shall constitute waiver of notice thereof unless at the meeting such person objects to the holding of the meeting because proper notice was not given.

ARTICLE XIII MISCELLANEOUS

SECTION 1. S-CORPORATION STATUS. The Corporation shall elect 'S corporation' status with the Internal Revenue Service.'

SECTION 2. REPORTING. The president shall provide information and explanations to the shareholders for major decisions relating to operations, equipment, purchasing, and distribution of profit. The Corporation shall furnish all shareholders with documents required for personal income tax filings, and shall provide all shareholders with regular monthly updates on Corporation financials, including income statements and cash balances.

SECTION 3. CORPORATE DEBT. Authorization for the Corporation to take out loans or other debt (other than obligations incurred for goods or services in day-to-day operations), or obligations secured by the assets of the Corporation, shall require unanimous shareholder consent.

SECTION 4. EXPENDITURES. Authorization for the Corporation to make expenditures in excess of \$5,000 shall require unanimous shareholder consent.

SECTION 5. OPERATIONS AND PURCHASING. The Corporation shall purchase bulk coffee from Maple Leaf Coffee Roasters, LLC, provided that such sales by Maple Leaf Coffee Roasters, LLC are made at a discount to the standard wholesale price charged to its other clients. Notwithstanding the Corporation shall purchase bagged coffee from Maple Leaf Coffee Roasters, LLC, at the company's standard pricing.

SECTION 6. SALE OR DISSOLUTION. The sale of the Corporation, or the sale of substantially all of the assets of the Corporation, shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders. The dissolution or liquidation of the Corporation shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders.

SECTION 7. ASSUMED NAME. The Corporation may register and operate under the assumed name "Kava Diem Organic River Cafe".

ARTICLE IX AMENDMENTS

Unless otherwise provided in the Articles of Incorporation, these bylaws may be made, altered, amended, or repealed by the shareholders or the board of directors, but no bylaw adopted by the shareholders may be altered, amended, or repealed by the board of directors.

SHAREHOLDER AGREEMENT

THIS AGREEMENT made and entered into as of September 19, 2023, by and between **Alex Behrens** and **Molly Duntemann** (hereinafter sometimes referred to together as the "Shareholders" and individually as a "Shareholder"), and **Maple Leaf Roasters Cafe, Inc.**, an Illinois corporation (the "Corporation").

WITNESSETH:

WHEREAS, the Shareholders together own all of the issued and outstanding shares of stock of the Corporation (the "Shares");

WHEREAS, the parties hereto desire to promote their mutual interests by imposing certain restrictions and obligations on themselves, thereby providing for the orderly transfer of the Shares;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. *Initial Ownership.* The initial issuance of Shares will reflect the initial ownership of the Shareholders in the Corporation as follows:

Alex Behrens.....666 Shares
Molly Duntemann.....334 Shares

Total:.....1,000 Shares

Notwithstanding the foregoing, Alex Behrens shall contribute \$100,000 for his initial Shares, and Molly Duntemann shall contribute \$100,000 for her initial Shares. The parties acknowledge that Alex Behrens is also contributing personal services and expertise to the Corporation as a contribution towards his Shares and equity in the Corporation.

2. *Management.* The Shareholders shall cause the Corporation to elect 'S corporation' status with the Internal Revenue Service.

The Shareholders shall cause the Corporation's bylaws to provide that the Board of Directors shall have one member. The Shareholders shall vote to appoint Alex Behrens as the Corporation's initial director and as the Corporation's initial president, and the parties acknowledge (and the bylaws shall so provide) that, as president, Alex Behrens shall have decision making authority for all aspects of the Corporation's business, provided that he shall provide information and explanations to the other Shareholders for major decisions relating to operations, equipment, purchasing, and distribution of profit.

The Shareholders shall vote to appoint Molly Duntemann as the Corporation's initial secretary.

The Shareholders shall cause the Corporation to retain Alex Behrens as an employee of the Corporation.

As president and an employee of the Corporation, Alex Behrens shall be responsible for the day-to-day operations of the Corporation's business, to manage the books and records of the Corporation, to manage tax reporting of the Corporation.

Authorization for the Corporation to take out loans or other debt (other than obligations incurred for goods or services in day-to-day operations), or obligations secured by the assets of the Corporation, shall require unanimous Shareholder consent.

Authorization for the Corporation to make expenditures in excess of \$5,000 shall require unanimous Shareholder consent.

The Corporation shall furnish all Shareholders with documents required for personal income tax filings, and shall provide all Shareholders with regular monthly updates on Corporation financials, including income statements and cash balances.

Subject to the Corporation making a profit for a specific tax year, the Corporation shall, within three (3) months of the close of that tax year, declare and pay dividends on its outstanding Shares in an amount not less than the estimated Shareholder tax liability arising from profits of the Corporation. Such distribution shall be contingent on a Shareholder providing an estimate of their estimated tax liability from a tax professional, within two (2) months of the close of such tax year. Such dividend and distribution shall be sufficient to pay the estimated tax liability of the Shareholder with the highest estimated tax liability (but not less than required to pay the tax liability of each), and will be paid on a per-share basis based on Shares owned. By way of example and for avoidance of doubt: (i) if Shareholder-1 has an estimated tax liability of \$1,000 and owns 334 Shares, and Shareholder-2 has an estimated tax liability of \$500 and owns 666 Shares, the distribution shall be $(\$1,000 / 334 =) \3.00 dollars per Share for all Shareholders; (ii) if Shareholder-1 has an estimated tax liability of \$250 and owns 334 Shares, and Shareholder-2 has an estimated tax liability of \$1,000 and owns 666 Shares, the distribution shall be $(\$1,000 / 666 =) \1.50 dollars per Share for all Shareholders.

3. *Inventory Purchases.* The Shareholders shall cause the Corporation to purchase bulk coffee from Maple Leaf Coffee Roasters, LLC, provided that such sales by Maple Leaf Coffee Roasters, LLC are made at a discount to the standard wholesale price charged to its other clients. Notwithstanding the foregoing, the Shareholders shall cause the Corporation to purchase bagged coffee from Maple Leaf Coffee Roasters, LLC, at the company's standard pricing.

4. *Non-Competition.* Each Shareholder covenants and agrees that, from the date hereof and until one (1) year after the Shareholder is no longer, directly or indirectly, a Shareholder of the Corporation, within a ten-mile radius of the Corporation's principal place of business the Shareholder shall not (i) engage in or conduct any business or activity which is competitive with the Corporation's business as such business is being conducted at the time the Shareholder is no

longer, directly or indirectly a Shareholder or owner of the Corporation; or (ii) own, manage, operate, control, benefit from, be employed by, provide services to, or participate in the management, ownership, operation or control of, or be connected in any manner with, any entity or person engaged in the business as such business is being conducted at the time the Shareholder is no longer, directly or indirectly a Shareholder or owner of the Corporation.

5. *No Hiring.* Each Shareholder covenants and agrees that from the date hereof until one (1) year after the Shareholder is no longer, directly or indirectly, a Shareholder of the Corporation, Shareholder shall not directly or indirectly hire or employ or assist in the hiring or employing of any employee or former employee of the Corporation.

6. *Restrictions on Transfer.* Except as otherwise expressly provided in this Agreement, no Shareholder at any time shall sell, convey, pledge, give or otherwise transfer or encumber all or any of the Shares now owned or hereafter acquired by such Shareholder to any person or entity who is not a Shareholder prior to the transfer without the prior written consent of the other Shareholder(s) and satisfaction of conditions precedent set forth in 12 below.

Except as otherwise expressly provided in this Agreement, no Shareholder who shall voluntarily withdraw as a Shareholder shall be entitled to receive, in liquidation of his or her interest, compensation in any form for the value of Shareholder's Shares on the date of voluntary withdrawal.

7. *Permitted Transfers.*

(a) Any Shareholder at any time may transfer all or any part of such Shareholder's Shares to a trust for his or her benefit and the benefit of all persons dependent upon such Shareholder. The terms of the trust must expressly require that the trustee is subject to and bound by all terms, obligations, and conditions of this Agreement.

(b) Any Shareholder at any time may transfer all or any part of such Shareholder's Shares to another Shareholder, provided that the Shares shall otherwise remain subject to the terms of this Agreement.

(c) Any Shareholder at any time may transfer all or any part of such Shareholder's Shares to his or her spouse, if any, provided that such spouse shall become a party to this Agreement and the Shares shall otherwise remain subject to the terms of this Agreement.

8. *Voluntary Withdraw.*

(a) Any Shareholder at any time may elect to voluntarily withdraw from the Corporation, such event shall trigger an obligation in the other Shareholder to purchase all of the Shares of such Shareholder.

(b) In the event of a purchase and sale pursuant to this section, the closing of such transaction shall occur at a time, date, and place to be agreed upon by the parties, but in no event later than sixty (60) days after the later of the date on which the Corporation received notice of such Shareholder's election to withdraw.

(c) In the event of a sale pursuant to this section, the purchase price for the (666) Shares of Alex Behrens shall be \$100,000, and the purchase price for the (334) Shares of Molly Duntemann shall be \$100,000. The parties acknowledge the above price for the Shares of Alex Behrens reflects a discounted price for the benefit of the other Shareholder(s).

9. *Sale on Death or Disability.*

(a) Upon the death or adjudicated disability of a Shareholder, such event shall result in the automatic transfer of that Shareholder's Shares to that Shareholder's spouse, if any, provided that such spouse shall become a party to this Agreement and the Shares shall otherwise remain subject to the terms of this Agreement. For the purposes of this Agreement, 'adjudicated disability' shall mean that a court has adjudicated a person as disabled and is totally or partially unable to manage his or her estate or financial affairs.

(b) Except as provided above, upon the death or adjudicated disability of a Shareholder, such event shall trigger an obligation in the other Shareholder(s) or the Corporation (if the Corporation is the beneficiary of a life insurance policy purchased in the deceased Shareholder's name) to purchase all of the Shares of such Shareholder.

(c) In the event of a purchase and sale pursuant to this section, the closing of such transaction shall occur at a time, date, and place to be agreed upon by the parties, but in no event later than one hundred eighty (180) days after the later of the date on which the death or adjudication of disability occurred or the date on which the Corporation received notice of the death or adjudication of disability.

(d) In the event of a sale pursuant to this section, the purchase price for the (666) Shares of Alex Behrens shall be \$100,000, and the purchase price for the (334) Shares of Molly Duntemann shall be \$100,000. The parties acknowledge the above price for the Shares of Alex Behrens reflects a discounted price for the benefit of the other Shareholder(s).

10. *Sale on Involuntary Withdrawal.*

(a) Upon the involuntary withdrawal of a Shareholder, such event shall trigger an obligation in the other Shareholder(s) or the Corporation (if the Corporation is the beneficiary of a life insurance policy purchased in the deceased Shareholder's name) to purchase all of the Shares of such Shareholder. Notwithstanding the foregoing, in the event of an involuntary withdrawal of a Shareholder, his or her spouse, if any, shall have a right of first refusal to purchase all of the Shares of such Shareholder pursuant to this Section 9, provided that such spouse shall

become a party to this Agreement and the Shares shall otherwise remain subject to the terms of this Agreement.

(b) For the purposes of this Agreement, 'involuntary withdrawal' with respect to any Shareholder the occurrence of any of the following events:

- i. the Shareholder makes an assignment for the benefit of creditors;
- ii. the Shareholder files a voluntary petition of bankruptcy;
- iii. the Shareholder is adjudged bankrupt or insolvent, or there is entered against the Shareholder an order for relief in any bankruptcy or insolvency proceeding;
- iv. the Shareholder files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Shareholder in any proceeding described in Subsections (i) through (iii) above;
- v. the Shareholder's conviction for any property crime including theft and embezzlement;
- vi. if the Shareholder is acting as a Shareholder by virtue of being a trustee of a trust, the termination of the trust;
- vii. if the Shareholder is an estate, the distribution by the fiduciary of the estate's entire interest in the Corporation.

(c) In the event of a purchase and sale pursuant to this section, the closing of such transaction shall occur at a time, date, and place to be agreed upon by the parties, but in no event later than one hundred eighty (180) days after the event that triggers the sale.

(d) In the event of a sale pursuant to this section, the purchase price for the (666) Shares of Alex Behrens shall be \$100,000, and the purchase price for the (334) Shares of Molly Duntemann shall be \$100,000. The parties acknowledge the above price for the Shares of Alex Behrens reflects a discounted price for the benefit of the other Shareholder(s).

11. *Closing.*

(a) At the closing of a sale of Shares, the selling Shareholder or his or her legal representatives shall deliver to the purchaser (i) an assignment and delivery of the stock certificates being transferred, free and clear of all third party liens, claims and encumbrances (but nevertheless subject to the terms of this Agreement), properly endorsed or assigned in blank (but any underlying real estate or other assets owned by the Corporation shall remain subject to the lien and debt of any existing mortgages, loans, taxes or other such obligations and the buyer agrees to indemnify, defend and hold harmless the selling Shareholder from and against any liabilities or claims related

to or arising out of such obligations); (ii) if the Seller will no longer retain any Shares, a resignation by the seller as a director, officer, and employee of the Corporation, if applicable; and (iii) a currently certified copy of the order appointing a legal representative, if applicable.

(b) The purchase price for the Shares shall be payable in immediately available funds upon closing.

(c) When Shares are required to be transferred pursuant to this Agreement, the selling and purchasing parties shall do all things and execute and deliver to each other all other documents that shall be required to consummate the purchase and sale and to carry out their undertakings under this Agreement.

12. *Stock Certificates – Legend.* Each certificate of the Shares shall bear upon the face of it the following legend:

“This certificate and any sale, transfer, or encumbrance of it is subject to the terms of an Agreement executed on September ____, 2023 between Alex Behrens, Molly Duntemann, and Maple Leaf Roasters Cafe, Inc, an Illinois corporation. A copy of the Agreement is on file with the Secretary of the corporation. By acceptance of this certificate, the holder agrees to be bound by the terms of that Agreement.”

13. *Sale or Dissolution.* The sale of the Corporation, or the sale of substantially all of the assets of the Corporation, shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders. The dissolution or liquidation of the Corporation shall require the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders.

14. *Amendment by Shareholder Action.* This Agreement or any of its provisions may at any time be changed, modified, or canceled by the unanimous written consent of the owners of record of all Shares owned by all of the then-existing Shareholders.

15. *Automatic Termination.* Notwithstanding any other provisions contained in this Agreement, this Agreement shall terminate upon the happening of any of the following events:

(a) The adoption of a plan of complete liquidation by the Shareholders of the Corporation; or

(b) The merger, consolidation, or reorganization of the Corporation in a transaction in which the Shareholders receive less than seventy-five percent (75%) of the outstanding voting shares of the new or surviving corporation.

16. *Prior Information Received; Waiver.* Each Shareholder hereby acknowledges that such Shareholder has had access to all financial and other information concerning the Corporation

which the Shareholder, in his or her sole discretion, deemed relevant to the Shareholder's purchase or sale of the Shares.

17. *Notices.* All notices or communications required or permitted to be given under this Agreement shall be addressed, in the case of the Corporation, to the principal office of the Corporation, or, in the case of each of the Shareholders, to the last address of the Shareholder shown on the records of the Corporation. All notices shall be in writing and shall be deemed received and effective: (i) on the date the notice is personally delivered to the person for whom intended; (ii) one business day after the notice is sent by Federal Express or other similar overnight delivery service, all delivery charges pre-paid, directed to the person for whom intended at the address set forth above, with confirmation of delivery by the carrier; (iii) five days after the notice is deposited in the United States mail, certified mail, return receipt requested, postage pre-paid, directed to the person for whom intended at the address set forth above. Any party may change the address to which notices are to be sent by so notifying the other party.

18. *Specific Performance.* The parties hereby declare that it is impossible to measure in money the damages that will accrue to a party in interest by reason of a failure to perform any of the obligations imposed by this Agreement. Therefore, if any party in interest shall institute any action or proceeding to enforce the provisions hereof, any Shareholder or the Corporation against whom such action or proceeding is brought hereby waives the claim or defense therein that the plaintiff has an adequate remedy at law, and such Shareholder and the Corporation shall not urge in any such action or proceeding the claim or defense that such remedy exists at law.

19. *Miscellaneous.*

- (a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement; all prior agreements, representations, communications, negotiations, and undertakings are superseded by this Agreement.
- (b) *Modification; Waiver.* No modification of this Agreement shall be effective unless in writing signed by an authorized representative of each party to this Agreement. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom such waiver is asserted.
- (c) *Severability; Interpretation.* If any provision of this Agreement, or the application thereof to any entity or circumstance shall be found to be invalid or unenforceable to any extent, then the remainder of this Agreement shall not be affected thereby and shall be construed and interpreted to achieve the purposes of the parties and enforced to the greatest extent permitted by law. This Agreement shall be construed and interpreted to achieve the purposes of the parties, and not strictly for or against either party. The section headings in this agreement are for convenience or

reference only and shall not control or affect the meaning or construction of any provision hereof.


- (d) *Successors.* This Agreement shall be binding upon and operate for the benefit of the parties hereto, their permitted transferees, permitted successors, permitted assigns, and executors, administrators, and legal representatives of their respective estates.
- (e) *Choice of Law; Venue; Jury Waiver.* This Agreement is to be governed and construed in accordance with the laws of the State of Illinois (without reference to choice of law rules). Each party consents to the personal jurisdiction in any state court located in Kane County, Illinois, and acknowledges that venue is proper in any state court located in Kane County, Illinois, and agrees that any action arising out of or related to this agreement must be brought exclusively in a state court located in Kane County, Illinois. The parties waive trial by jury in any legal proceeding arising under this Agreement.
- (f) *Arbitration.* In the event of any dispute under the terms of this agreement, the parties agree to submit the dispute to the American Arbitration Association and the results of said arbitration shall be binding on the parties. The party who fails in such arbitration shall bear the costs and attorney's fees of the prevailing party.
- (g) *Further Assurances.* Each of the parties hereto agrees that such party will do any act or thing and will execute any and all instruments necessary or proper to make effective the provisions of this Agreement.
- (h) *Representation as to Ownership.* Each Shareholder hereby represents and warrants that such Shareholder now owns its Shares and has full power and authority to enter into this Agreement.
- (i) *Time of Essence.* Time is of the essence of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SHAREHOLDERS:


Alex Behrens, individually


Molly Duntemann, individually

MAPLE LEAF ROASTERS CAFE, INC.

By: 
Alex Behrens, President

Attest: 
Molly Duntemann, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

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 Elite Insurance Solutions, LLC 524 W State St., Suite F Geneva IL 60134	CONTACT NAME: Michele King PHONE (A/C. No, Ext): (630) 345-6800 E-MAIL ADDRESS: admin@eliteinsurancepros.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Maple Leaf Roasters Cafe, Inc. 1 Illinois St., Suite 170-180 St. Charles IL 60174	INSURER A: Pekin Insurance Company	NAIC # 24228
	INSURER B: National Specialty Insurance Company	NAIC # 22608
	INSURER C:	
	INSURER D:	
	INSURER E:	

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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			006389503	09/25/2023	09/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			006389477	09/25/2023	09/25/2024	<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
B	Excluded: Alex Behrens Liquor Liability			JFL/LIQ/240945	11/21/2023	11/21/2024	\$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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 

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application for Domo Sushi, Located at 1890 W. Main St., St. Charles	
	Presenter:	Police Chief Keegan	
Meeting: Liquor Control Commission		Date: February 20, 2024	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain):			
<p>Domo Sushi, located at 1890 W. Main Street, is requesting approval of a B-1 liquor license application for their business. This location was previously Throwback’s Sports Bar.</p>			
Attachments (please list):			
Liquor License			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a proposal for a B-1 Liquor License application for Domo Sushi located at 1890 W. Main St., St. Charles.			



Memo

Date: 2/7/2024

To: Lora Vitek, Mayor - Liquor Commissioner

From: James Keegan, Chief of Police. *J.K.*

Re: Background Investigation – Domo Sushi

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

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

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

Thank you in advance for your consideration in this matter.

Class B Request

1890 W. Main Street



Memo

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

IN SUMMARY:

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

APPLICANT:

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

APPLICATION:

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

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



PERSONAL INTERVIEW:

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

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

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

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

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

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

There is no liquor inventory at this time.

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

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

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

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

The business will have (5) employees.

Miaoling Xiao will be the onsite manager.

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

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

-See attached images for further information.

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

RECORD CHECKS:

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

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

Kane County Sheriff's Office: No record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


SITE VISIT:

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

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

This concludes this background investigation.

Respectfully submitted,



Det. Sgt. Vicicondi 368

*Miscellaneous X1100
312-532-5528*

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



Incomplete applications will not be accepted.

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

Business Name

APPLICATION CHECKLIST

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

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

OFFICIAL USE ONLY

Signature of Investigating Officer

Badge Number & Rank

Approval Recommended* Approval NOT Recommended

Signature of Chief of Police

Date

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

Date Application Received: _____

LICENSE INFORMATION:

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

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

APPLICANT INFORMATION

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

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

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

4. Type of Business (5.08.070-3): <i>Restaurant</i>	5. Length of Time in this Business (5.08.070-4): <i>5 years</i>	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): <i>\$ 20,000</i>	
7. Business Phone:	8. Business E-mail:	9. Business Website:	10. Illinois Tax ID Number: <i>4435-7826</i>
11. Applicant/Contact Person Name: <i>Guan Yong zheng</i>		12. Title: <i>president</i>	13. Email: <i>Guo55skid@gmail.com</i>

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

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

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

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

Full Name, include middle initial: _____ Title: _____

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

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

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

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

BUSINESS ESTABLISHMENT LOCATION INFORMATION

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

PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY

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

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

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

CORPORATION / PREMISES QUESTIONS

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? Yes No
 Is any individual a naturalized citizen? Yes No
 If yes, print name(s), date(s), and place(s) of naturalization:

2. Is the premises owned or leased (5.08.070-6A)? Owned Leased

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

Name of Building Owner: David Keilman
 CWR Properties, LLC
 Address of Building Owner: 423 S. 2nd St.
 St. Charles, IL 60174
 Mailing Address of Building Owner (if different):
 Name of Building Owner: Phone Number:
 Address of Building Owner: E-mail Address:
 Mailing Address of Building Owner (if different):
 Name of Building Owner: Phone Number:
 Address of Building Owner: E-mail Address:
 Mailing Address of Building Owner (if different):

Phone Number: 630-301-2999
 E-mail Address: dave@pcwinvest.com

4. Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? Yes No
 If yes, please list the business name(s) and address(es):
 Throwback Sports Bar / 1890 W. Main St. St. Charles - IL 60174

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

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

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

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
9.	<p>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</p> <p>Government Unit: <i>Crystal Lake</i> Location, City/State: <i>1899 North West Hwy Unit A Crystal Lake, IL 60014</i></p> <p>Date: <i>02/01/2022</i> Special Explanations: <i>Liquor Licent Wine & Beer</i></p> <p>Government Unit: _____ Location, City/State: _____</p> <p>Date: _____ Special Explanations: _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p>Complete ONLY if yes was answered to the question above (10):</p> <p>Name: _____ Name of Business: _____</p> <p>Position with the Business: _____ Date(s) of Denial: _____</p> <p>Reason(s) for Denial of License: _____</p>
12.	<p>Date of Incorporation (Illinois Corporations) (5.08.070-10): <i>12-03-2020</i></p> <p>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation): <i>12-03-2020</i></p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been convicted of any violation of any law pertaining to alcoholic liquor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

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

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

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

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

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

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

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

Name (First, Middle, Last): Birthdate:

Home Street Address, Incl City, State, Zip:

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

NEW MANAGEMENT REQUIREMENTS

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

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

COMMENTS/ADDITIONAL INFORMATION

Business Name:

SIGNATURES

Guan Y zheng

Applicant's Signature

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



Susan Marie Kempf
Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

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

Date:	Name of Applicant:
-------	--------------------

Name of Business:

Address of Business:	Ward Number:
----------------------	--------------

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

- Date on which applicant will begin selling retail alcoholic liquors at this location:
- Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? Yes No
- If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? Yes No
 If yes, answer a, b and c:
 a. State the kind of such business:
 b. Give date on which applicant began the kind of business named at this location:
 c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?
 Yes No
- If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? Yes No
 If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? Yes No

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



Receipt

Date: January 15, 2024

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

Notes:

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

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

Thank you for your business!

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

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

**WEST TOWNE MARKET
SHOPPING CENTER LEASE**

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

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

as Landlord

and

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

as Tenant

ZH DS
BR

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EXHIBIT E

SIGNAGE

WEST TOWNE MARKET
SHOPPING CENTER LEASE

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

RECITALS

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

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

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

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

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

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

3. **TERM**

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

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

4. **RENT**

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

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

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

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

Renewal Term Minimum Rent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **UTILITY DEREGULATION.**

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

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

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

8. USE.

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

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

9. MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. ADDITIONS AND ALTERATIONS.

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

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

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

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

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

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

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

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

16. RISERS, CABLING AND CONNECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

20. ASSIGNMENT AND SUBLETTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the next subsequent rents due hereunder.

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

30. **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to:

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

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

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

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

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

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

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

36. **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Landlord:
CWR PROPERTIES, LLC,
an Illinois limited liability company

Tenant:
HQ Remodeling Inc., d/b/a Domo Sushi
an Illinois corporation

By:  _____
DocuSigned by:
001329EBA86E41F...


Name: BOB RASMUSSEN

Title: Owner

By:  _____

Name: Linda Lee

Title: OWNER

By:  _____

Name: GUAN YONG zheng

Title: OWNER

EXHIBIT A

LEGAL DESCRIPTION

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

EXHIBIT B

SPACE PLAN

[To be Inserted]

EXHIBIT C

RULES AND REGULATIONS

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

Initials:

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

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

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

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

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

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

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

Initials: W
ZH

**EXHIBIT D
GUARANTY OF LEASE**

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

RECITALS:

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

STATEMENT OF THE GUARANTY

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

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

ZH DS
BR

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

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

GUARANTOR:

Guan Yong Zheng

Guan Y zheng
Signature

Guan Y zheng
Printed Name:

Linda E. Lee

[Signature]
Signature

Linda Lee
Printed Name:

STATE OF Illinois

§
§
§

COUNTY OF Kane

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

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

Sara J Corcoran
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires: 08-14-2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2024

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

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

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


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

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

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

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

Restaurant. Location: 1890 W main St. Saint Charles, IL 60174
additional insurance: CWR Properties, LLC. as Landlord
423 S 2nd St
St. Charles, IL 60174

CERTIFICATE HOLDER CWR Properties LLC 423 S 2nd St St. Charles, IL 60174 attn: David Keilman	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Date of this notice: 12-03-2020

Employer Identification Number:
85-4134046

Form: SS-4

Number of this notice: CP 575 A

HQ REMODELING INC
157 WINCHESTER DR
STREAMWOOD, IL 60107

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-4134046. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1120

04/15/2021

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

Taxpayer Notification

Business Authorization



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

December 3, 2020



Letter ID: CNXXXX826X994649

Account ID: 4382-0468

We have enclosed your Certificate of Registration.

Welcome!

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

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

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

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

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

217 785-3707



OFFICE OF THE SECRETARY OF STATE

SPRINGFIELD, ILLINOIS 62756

January 13, 2023

ALEXI GIANNOULIAS
SECRETARY OF STATE

Notice of Delinquency

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Minority Female Both

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

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

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

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

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

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

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



Zhaowei Li <ataxm868@gmail.com>

Corporation Annual Report filing with the Illinois Secretary of State

1 message

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

Tue, Feb 7, 2023 at 12:56 AM

Your Corporation Annual Report filing has been processed.

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

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

Packet Number: 1675752674121715

File Number: 73017106

Authorization Number: 25608567

File Date: 02-07-2023

Franchise Tax: \$0.00

Filing Fee: \$75.00

Penalty: \$0.00

Interest: \$0.00

Payment Processor Fee: \$1.69

Total Amount: \$76.69

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

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

12/02/2020
Cook County

1-4. Verify information is accurate

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

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

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

7a. Insert the principal address of Corporation

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

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

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

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

006717

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

ILLINOIS DOMESTIC / FOREIGN ANNUAL

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

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

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

IMPORTANT REMINDERS:

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

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

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

Thank you for your cooperation.

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- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

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

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

Thank you for your cooperation.



Certificate of Completion

MIAOLING XIAO

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

BASSET Student ID Number
27975146

GRADUATION DATE

1/7/2024

John D. Conly.
CEO, American Safety Council



Illinois BASSET Training

This card certifies that

MIAOLING XIAO

has completed the
On-Premise BASSET Alcohol Certification

John D. Conly.
CEO, American Safety Council

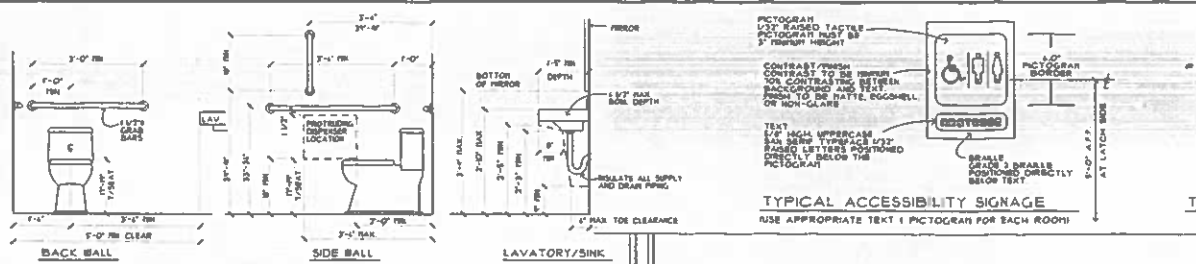
2/6/2024

Exp. Date.

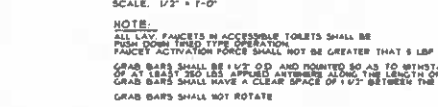
M.L. X.

01-15-2024





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



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

ALARM SYSTEM SCHEDULE

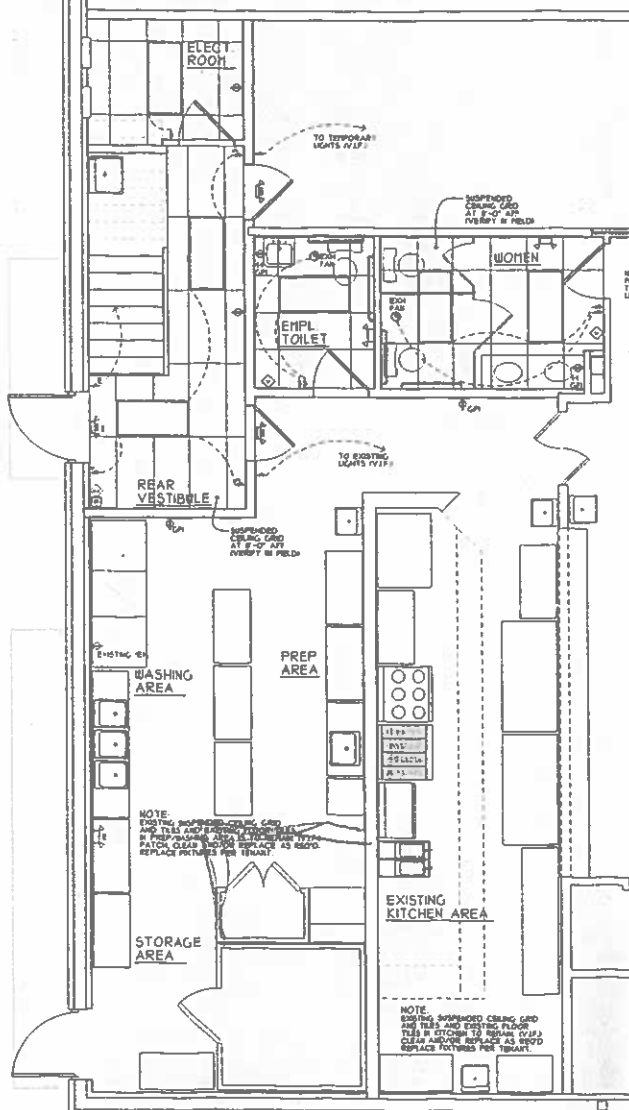
	ALARM STROBE LIGHT AND HORN
	ALARM STROBE LIGHT ONLY
	MANUAL PULL STATION AT 42" AFF

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

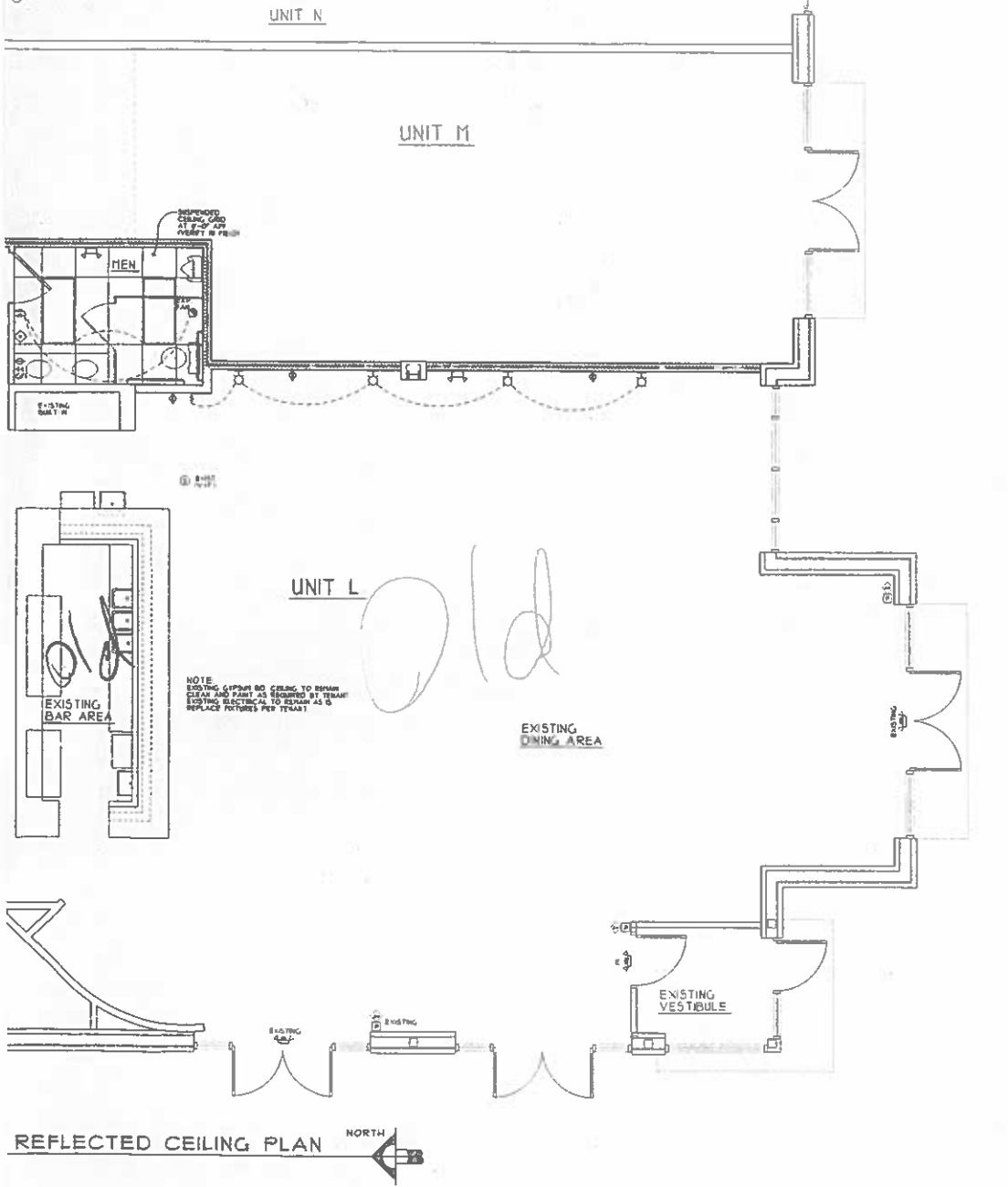
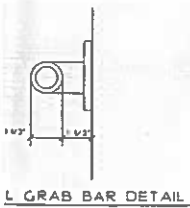
ELECTRICAL SCHEDULE

	COMBINATION EMERGENCY AND EXIT LIGHTING WITH 1 HOUR BATTERY BACKUP
	EMERGENCY LIGHTING WITH 90 MIN BATTERY BACKUP
	7 x 4 SURFACE MOUNTED FLUORESCENT
	7 x 2 SURFACE HTO FLUORESCENT
	7 x 2 SURFACE HTO FLUORESCENT NIGHT LIGHT
	7 x 4 SURFACE HTO FLUORESCENT NIGHT LIGHT
	SINGLE DEDICATED OUTLET
	OUTLET AT STANDARD HEIGHT
	OUTLET AT HEIGHT NOTED IN INCHES
	GFI OUTLET
	GROUND FAULT INTERRUPTER OUTLET
	CEILING OR FLOOR MOUNTED - AS NOTED
	SWITCH - SINGLE POLE
	SWITCH - TRIPLE POLE
	CABLE HOOK-UP
	UNDER CABINET FLUORESCENT
	BALL MOUNTED INCANDESCENT
	INCANDESCENT
	SUSPENDED INCANDESCENT
	RECESSED INCANDESCENT - DOWN LIGHT
	RECESSED INCANDESCENT - BALL DISH
	EXHAUST FAN BALL DISH WITH FANS TO VENT DIRECTLY TO EXTERIOR OR METAL DUCTWORK
	DATA PHONE BOX IN CONDUIT IN WALL, POSSIBLE EXPOSED CONDUIT AT CEILING
	90V INTERCONNECTED SMOKE DETECTOR WITH BATTERY BACKUP - CONNECT TO FIRE ALARM, VERIFY LOCATION
	EXISTING JUNCTION BOX IN CONDUIT TO TOP OF BALL
	⊞ DENOTES EXISTING AT SPECIFIED ELECTRICAL ITEM

ELECTRICAL NOTES:
E.C. SHALL FOLLOW THE 2005 NEC AND ALL OTHER LOCAL CODES AND ORDINANCES. E.C. TO OBTAIN ALL PERMITS, BONDS, AND LICENSES. VERIFY ELECTRICAL SERVICE SIZE REQUIRED. RECEPTACLES SHALL BE MOUNTED NO LESS THAN 6" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE. SWITCHES SHALL BE MOUNTED NO MORE THAN 48" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE. ALL EXHAUST FANS MUST VENT OUTSIDE THE BUILDING. ELECTRICIAN TO COORDINATE WITH CEILING GRID LAYOUT. ALL ELECTRICAL MUST BE INSTALLED WITH METALLIC CONDUIT. LAY-IN FIXTURES MUST BE SUPPORTED FROM THE STRUCTURE AT OPPOSITE CORNERS. VERIFY TYPE AND LOCATION OF ALL ELECTRICAL SWITCHES, RECEPTACLES, AND LIGHTING FIXTURES WITH G.C./TENANT.



NOTE:
ELECTRICAL CONTRACTOR PROVIDE POWER TO ALL BI AND KITCHEN APPLIANCES MANUFACTURERS SPECIFICA



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

MARSHALL ARCHITECTS

202 E. Main Street
Chicago, IL 60611
Tel: 312.551.1234
Fax: 312.551.1234

PROPOSED NEW BUILD-OUT FOR:
"WEST TOWNE MARKET"

1890 WEST MAIN STREET, ST. CHARLES, ILLINOIS 60114
JRD, INC. - BOB RASPUSSEN (307-443-4343)

Revisions:

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

Sheet:
3
of 3

GENERAL NOTES

1. ALL CONTRACTORS SHALL VISIT THE SITE AND THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES WHICH MAY EXIST BETWEEN THE DRAWINGS AND JOB SITE CONDITIONS. FAILURE TO REPORT DISCREPANCIES SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES.
2. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS, BONDS, LICENSES, ETC.
3. ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES, LATEST VERSIONS:
 - ST. CHARLES BUILDING CODE AMENDMENTS - TITLE I
 - IFC - BUILDING ACCESSIBILITY CODE
 - 2005 NFPA 70 LIFE SAFETY CODE
 - 2005 INTERNATIONAL PROPERTY MAINTENANCE CODE
 - 2005 INTERNATIONAL BUILDING CODE
 - 2005 INTERNATIONAL MECHANICAL CODE
 - 2005 INTERNATIONAL FIRE GAS CODE
 - 2005 INTERNATIONAL ENERGY CODE
 - 2005 NATIONAL ELECTRICAL CODE
 - 2005 ILLINOIS PLUMBING CODE
4. NEW WORK AREAS NOT IN COMPLIANCE WITH THE CODES SHALL BE BROUGHT INTO COMPLIANCE.
5. ALL WORK SHALL BE PERFORMED IN A FIRST CLASS WORKMANLIKE MANNER. ALL WORK AND MATERIALS SHALL TEST OR EXCEED NATIONAL INDUSTRY STANDARDS AND WRITTEN PROJECT SPECIFICATIONS.
6. SUBCONTRACTORS SHALL SUBMIT SAMPLES, BROCHURE CUTS, AND SHOP DRAWINGS FOR REVIEW. ALL COLORS, FINISHES AND FINAL MATERIALS SHALL BE APPROVED BY THE OWNER.
7. INTERIOR WALL DIMENSIONS ARE FROM BALL FRAMING TO BALL FRAMING. DIMENSIONS DO NOT INCLUDE DETAIL.
8. CONFORM TO ALL DIMENSIONS INDICATED IN PREFERENCE TO SCALE DIMENSIONS FROM THE BLUEPRINT. DO NOT SCALE THE DRAWINGS.
9. CONSTRUCTION SHALL NOT INTERFERE WITH EXISTING TRAFFIC AND UTILITIES. CONTRACTOR SHALL COORDINATE ALL WORK AND CONSTRUCTION SCHEDULES WITH THE OWNER.
10. ALL STRUCTURAL CHANGES SHALL BE REVIEWED BY THE ARCHITECT PRIOR TO WORK COMMENCEMENT.
11. ALL WOOD PLATES SET ON CONCRETE TO BE PRESSURE TREATED.
12. PROVIDE RESTARTING MATERIAL AT ALL FURROWS, PARTITIONS AND OUTSIDE STUD WALLS AT A LEVEL OF EACH FLOOR OR CEILING AND AT JUNCTURE OF ROOM PARTITIONS AND WALL.
13. CONTRACTORS TO PROVIDE CONSTRUCTION BARRIERS/ FENCING AS REQUIRED TO PROTECT THE PUBLIC AND HAZARD SECURITY OF THE SITE.
14. PROVIDE 1/2" RFL VAPOR BARRIER UNDER FLOOR SLAB.

THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BASED ON ASSUMPTIONS THAT COULD NOT BE VERIFIED DUE TO THE FACT THAT THE RECORDING OF THE EXISTING BUILDING RECORDS SHALL BE AN ASSUMPTION BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS BY VISUAL INSPECTION AND BY TAKING MEASUREMENTS WITHOUT EXPOSING ADDITIONAL WORK OR DESTROYING OR DAMAGING ANY PART OF THE EXISTING BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXTENT OF THE LACK OF INFORMATION AND HOLD THE ARCHITECT HARMLESS FROM ANY CLAIM LIABILITY OR COSTS INCURRED BY THE CONTRACTOR ARISING OUT OF THE CONTRACTOR'S FAILURE TO VERIFY THE EXISTING CONDITIONS OR THE LACK OF KNOWLEDGE OF EXISTING CONDITIONS.

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

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

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

2015 ILL. ENERGY CONSERVATION CODE

1. A MINIMUM OF 15 PERCENT OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICIENCY LAMPS.
2. DESIGNER SHALL PROVIDE A PERMANENT ENERGY CERTIFICATE TO BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL.
3. PROVIDE A PROGRAMMABLE THERMOSTAT AS REQUIRED PER THE ENERGY CODE.
4. RECESSED LIGHTFIXTURES INSTALLED IN THE BUILDING THERMAL ZONE(S) SHALL BE SEALED TO LEAK AIR NEARLY BETTER CONDITIONS AND UNCONDITIONED SPACES. REAR TESTED AT 157.5 PSI PRESSURE DIFFERENTIAL AND LABELED AS MEETING ASTM E 283. ALL RECESSED LIGHTFIXTURES SHALL BE LABELED AS MEETING ASTM E 283. ALL RECESSED LIGHTFIXTURES SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND THE INTERIOR WALL CEILING COVER.
5. 10% OF SWITCHES TO BE SENSORS 1 1/2" ON STANDARD SWITCHES (VERIFY IN FIELD).

ELECTRICAL SYMBOL SCHEDULE

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

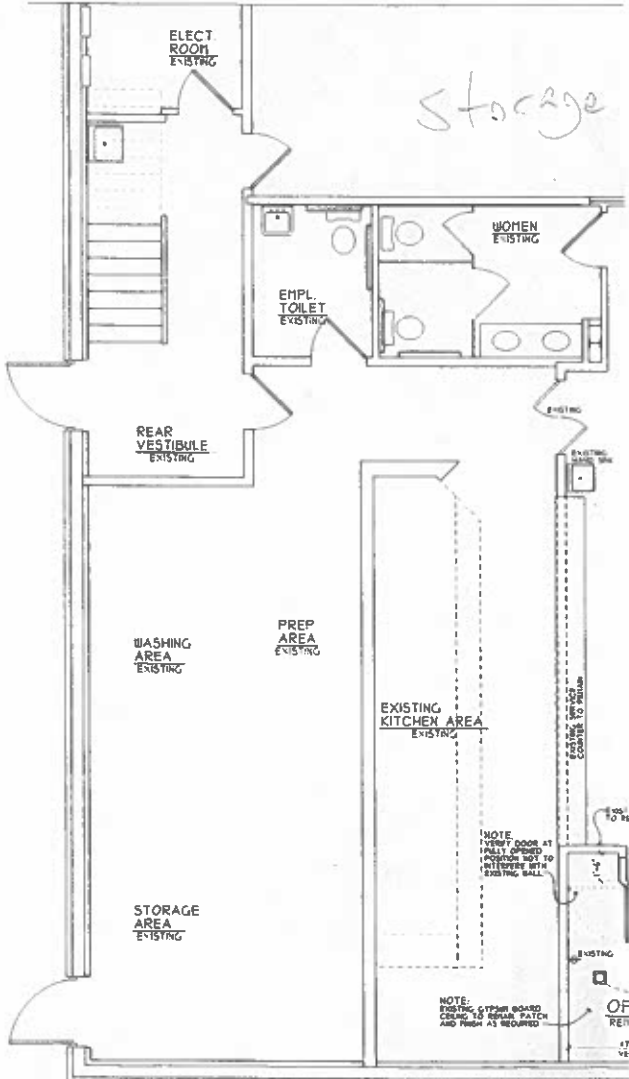
ELECTRICAL NOTES:
E.C. SHALL FOLLOW THE 2014 NEC AND ALL OTHER LOCAL CODES AND ORDINANCES. E.C. TO OBTAIN ALL PERMITS, BONDS, AND LICENSES.
VERIFY ELECTRICAL SERVICE SIZE REQUIRED. RECEPTACLES SHALL BE MOUNTED NO LESS THAN 5' (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE.
SWITCHES SHALL BE MOUNTED NO MORE THAN 48" (CENTERED) ABOVE FLOOR UNLESS SPECIAL EQUIPMENT DICTATES OTHERWISE.
ALL EXHAUST FANS MUST VENT OUTSIDE THE BUILDING.
ALL ELECTRICAL MUST BE INSTALLED WITH METALLIC CONDUIT.
VERIFY TYPE AND LOCATION OF ALL EXISTING AND NEW ELECTRICAL SWITCHES, RECEPTACLES, AND LIGHTING FIXTURES INCLUDING PHONE, DATA, AND CABLE JACKS WITH G.C./TENANT.

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

DOOR HARDWARE NOTE

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

SPRINKLER
SPRINKLER SYSTEM
EXISTING SYSTEM &
LATEST CODES AND
SPRINKLER CONTRAC
CITY FOR REVIEW



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

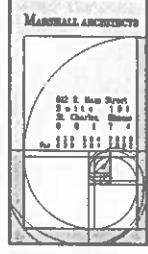
SPECIAL SAFETY NOTE:

ALL CONTRACTORS AND THEIR REPRESENTATIVES WORKING ON THIS PROJECT SHALL AT ALL TIMES PRIOR AND DURING THE COURSE OF THEIR ACTIVITY BE RESPONSIBLE FOR THE SAFETY OF THEIR EMPLOYEES AS WELL AS OTHERS AND IN THE CARE OF THE PROPERTY. EACH AS REPRESENTATIVE OF THEIR EMPLOYEES SHALL ASCERTAIN THAT THE CONDITIONS UNDER WHICH THEY WILL BE REQUIRED TO ACCOMPLISH THEIR WORK ARE SAFE (WITH GOOD SAFETY PRACTICES AND MEET ALL CONCERNED REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OR OTHER GOVERNING REGULATIONS) THE BEGINNING OF WORK BY A CONTRACTOR SHALL INDICATE SATISFACTION CONCERNING SAFETY AND FULL RESPONSIBILITY FOR ACCIDENTS OR DAMAGE IS UNASSIGNED. THE CONTRACTOR SHALL INDICATE WHETHER ACTION IS NECESSARY TO IMPROVE SAFETY CONDITIONS FOR LIFE AND PROPERTY AS ARE RELATED TO HIS ACTIVITY. IF THE WORK OF OTHER PARTIES OUTSIDE OF THE ORGANIZATION IS UPON INSPECTION FOUND AT ANY TIME TO BE UNSAFE, HE SHOULD STOP WORK IMMEDIATELY AND NOTIFY THE GENERAL CONTRACTOR, ARCHITECT OR OWNER. THE BEGINNING OF WORK SHALL INDICATE SATISFACTION WITH CONDITIONS AND ACCEPTANCE OF THESE REQUIREMENTS.

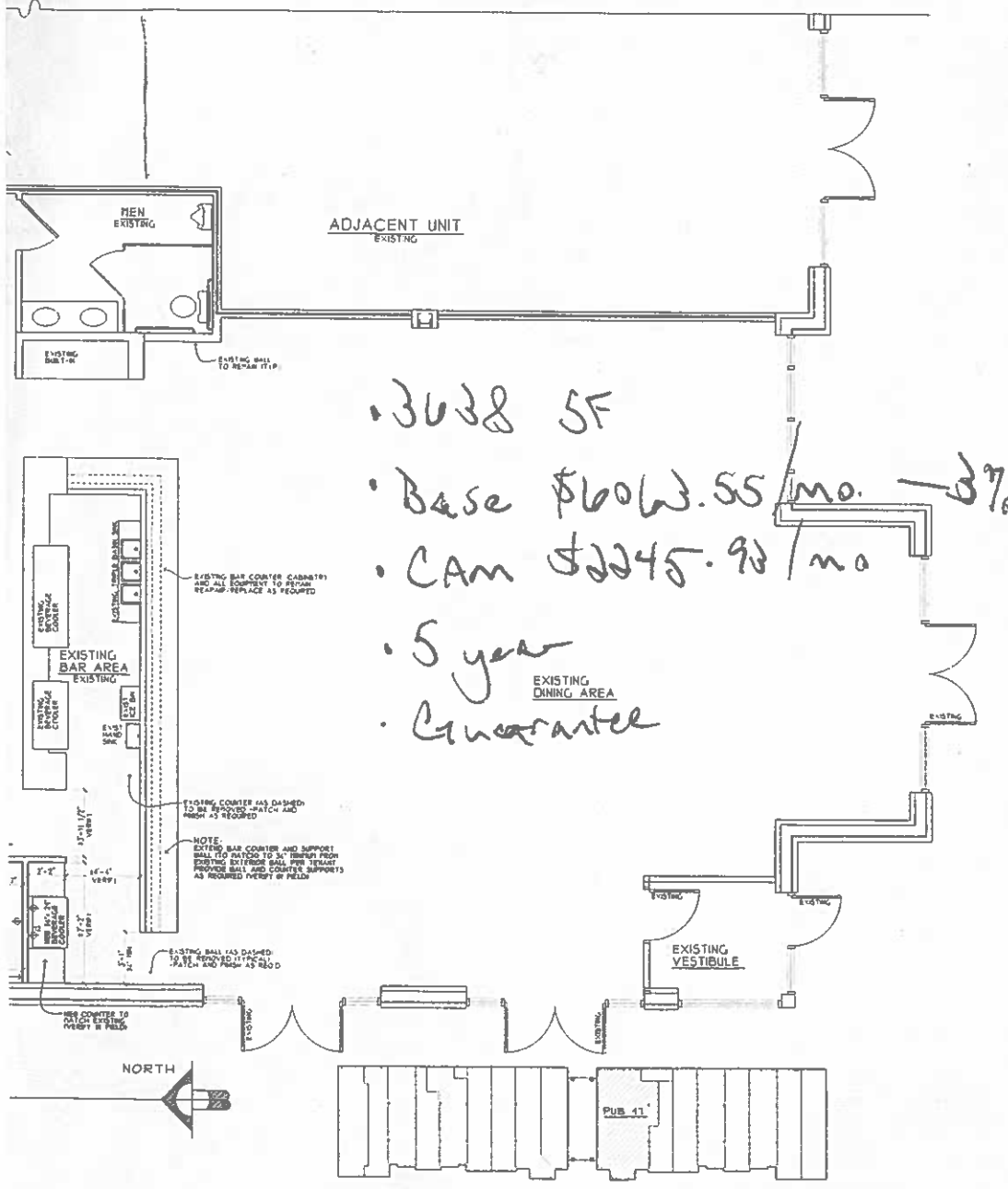
THE ARCHITECT IS NOT OVERSEEING THE CONSTRUCTION OF THIS BUILDING. THE USE OF THESE DRAWINGS BY ANY CONTRACTOR, SUBCONTRACTOR, BUILDER, TRADESMAN OR WORKER SHALL CONSTITUTE A HOLD HARMLESS AGREEMENT BETWEEN THE DRAWING USER AND THE ARCHITECT.

THE USER SHALL IN FACT AGREE TO HOLD THE ARCHITECT HARMLESS FOR ANY RESPONSIBILITY IN REGARD TO CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES AND FOR ANY SAFETY PRECAUTIONS AND PROBLEMS IN CONNECTION WITH THE WORK AND FURTHER SHALL HOLD THE ARCHITECT HARMLESS FOR COSTS AND PROBLEMS ARISING FROM THE NEGLIGENCE OF CONTRACTOR, SUBCONTRACTOR, TRADESMAN OR WORKMAN. THE USE OF THESE DRAWINGS ALSO IMPLIES THAT THE ARCHITECT SHALL TAKE NO RESPONSIBILITY FOR THE PLAN USER'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE DRAWING OR CONTRACT DOCUMENTS.

E:
1. SPRINKLER CONTRACTOR SHALL INSPECT AND VERIFY AS REQUIRED TO MEET
2. SUBMIT PLANS AND DETAILS TO THE



STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION NUMBER
181002459



Handwritten notes:
 • 3038 SF
 • Base \$6063.55 / mo. — 3%
 • CAM \$2245.90 / mo
 • 5 year
 • Guarantee

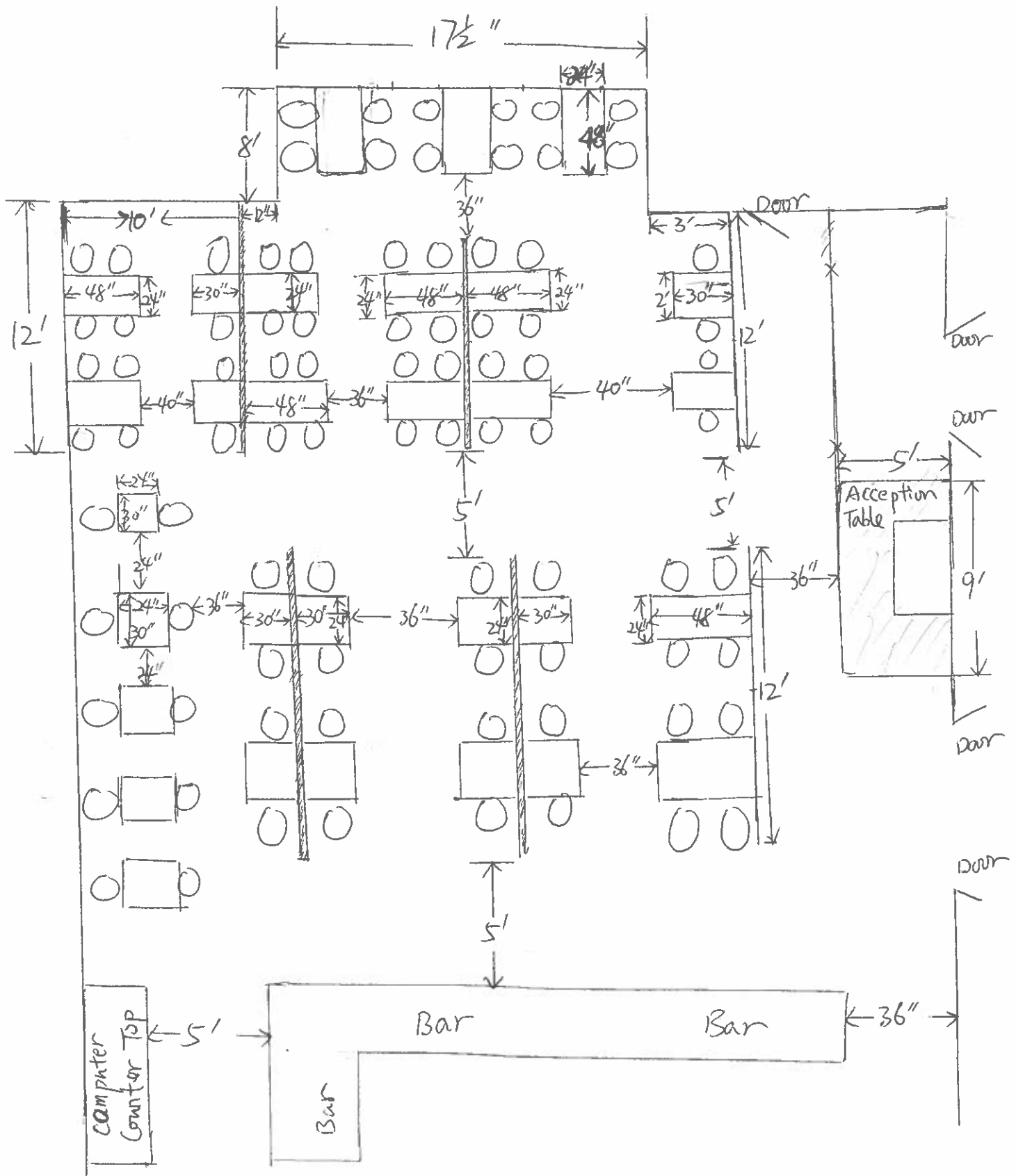
KEY PLAN BLDG 2 "WEST TOWNE MARKET"
NOT TO SCALE

PROPOSED ALTERATIONS FOR:
PUB '41'
 1890 WEST MAIN STREET, ST. CHARLES, ILLINOIS 60111

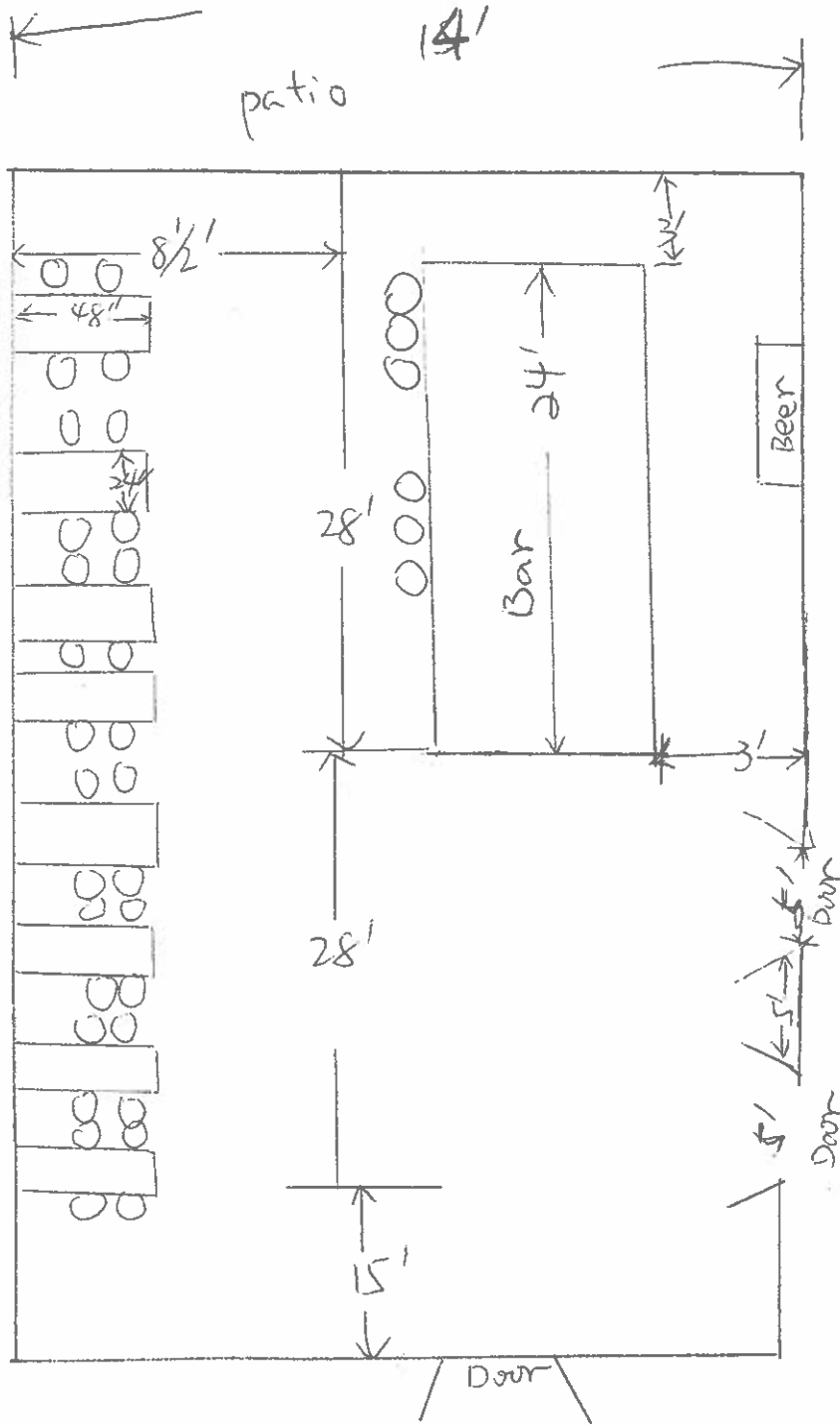
Revisions:

Commission: 2564
 Issue Date: 1-11-2011
 Drawn By: CDJ
 FLOOR PLAN
 GENERAL NOTES

Sheet
1
 of 1



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Options



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

ALL YOU CAN EAT

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

SUSHI LUNCH SPECIAL

Lunch: 11AM-3PM

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

2 Roll	\$12.99	/	3 Roll	\$16.99
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BENTO BOX

(w. miso soup and salad)

(Not included w. all you can eat menu)

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

POKE BOWL

Not included in *ALL YOU CAN EAT MENU*

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

Sauce Choice:

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

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

SUSHI DINNER SPECIAL

(w. miso soup and salad)

(Not included w. all you can eat menu)

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

HIBACHI ENTREES

(w. miso soup and salad)

(Not included w. all you can eat menu)

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

SUSHI U

DRINK

BEVERAGE

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

BEER

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

WINE

WHITE (Light Bodied)

\$8.00/Glass \$28.00/Bottle

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

REDS (Light Bodied)

\$8.00/Glass \$28.00/Bottle

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

SAKE COCKTAILS

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

APPETIZERS, SOUP, SALADS, & DESSERT



Miso Soup
\$2.95



Gyoza
\$6.95 (6pcs)



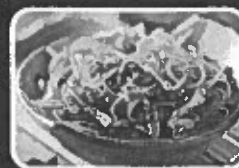
Spring Roll
\$3.95 (2pcs)



Crab Rangoon
\$4.95 (2pcs)



Shumai
\$6.95 (6pcs)



Swaweed Salad
\$5.00



Edamame
\$5.00



House Salad
\$3.75



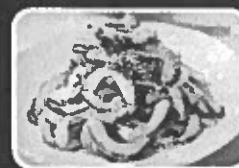
Ika Salad
\$7.25



Veg. Tempura
\$6.95 (6pcs)



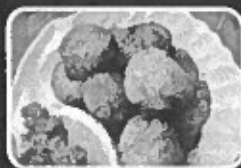
Chicken Nuggets
\$4.95 (6pcs)



Cucumber Salad
\$4.95



Sweet Corn Nuggets
\$4.95 (8pcs)



Fried Scallop
\$6.95 (6pcs)



Coconut Shrimp
\$8.95 (6pcs)



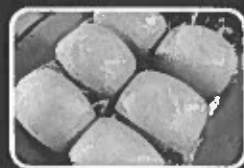
Sesame Ball
\$4.95 (4pcs)



Takoyaki
\$6.95 (4pcs)



Onion Rings
\$5.55 (6pcs)



Deep Fried Mini Suns
\$4.99 (4pcs)



Sashimi Salad
\$8.95
Dinner Only



Jalapeno Tuna
\$8.95 (4pcs)
Dinner Only



Spicy Mussels
\$4.95 (3pcs)
Dinner Only



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



Oreo Tempura
\$5.00
Dinner Only

SUSHI (1 pc/order)

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

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

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

PARTY TRAY

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

DESSERT

(Not include with All You Can Eat)

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

SIDE ORDER

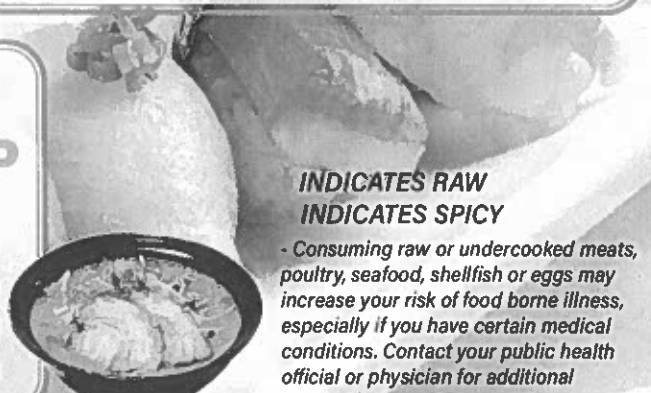
(Not include with All You Can Eat)

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

RAMEN NOODLES SOUP

(Not include with All You Can Eat)

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



INDICATES RAW
INDICATES SPICY

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

CHEL'S SPECIAL ROLLS



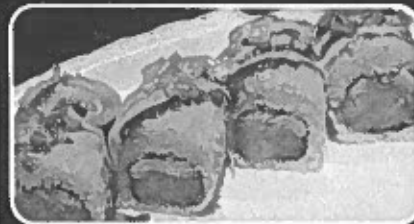
1. **Lover Roll** (8pcs) 🍣 \$14.45
Shrimp tempura, cream cheese inside spicy Salmon, eel sauce spicy mayo sauce on top.



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



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



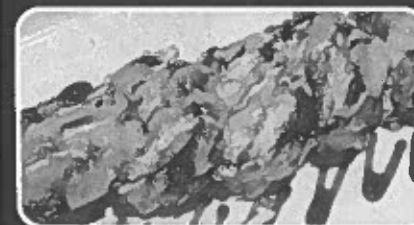
4. **Volcano Roll** (8pcs) 🍣 \$14.75
Spicy tuna, avocado inside, spice crabmeat and eel sauce, spicy mayo, green onion on top.



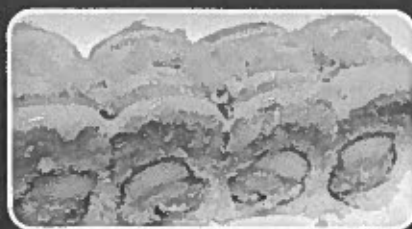
5. **Angel Hair** 🍣 \$14.45
Shrimp tempura and apple inside, topped with crab stick and mango sauce, eel sauce and spicy mayo sauce.



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



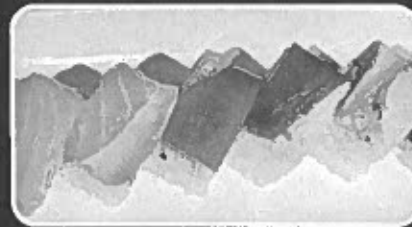
7. **Godzilla** 🍣 \$15.95
Fish, crab, lobster salad and asparagus inside, deep fried, topped with eel sauce, spicy mayo and wasabi sauce.



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



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



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



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



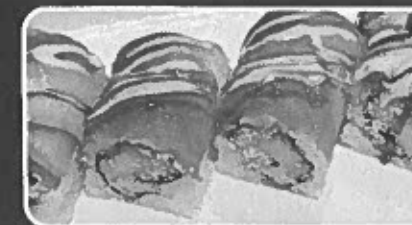
12. **Crazy Tuna** 🍣
Spicy tuna, crunch with pepper tuna sauce and tobiko.



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



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



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



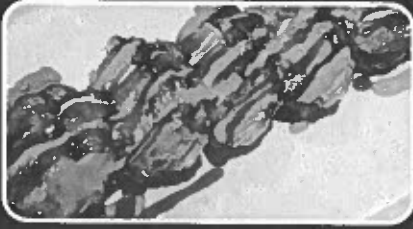
\$14.45

stick inside,
a mixed with
and tobiko.



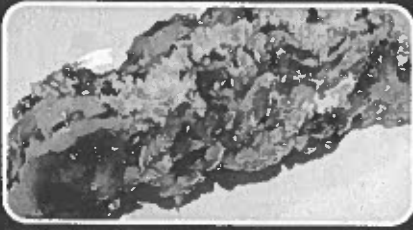
\$14.45

umber inside,
eel and eel



\$13.75

with three
ado.



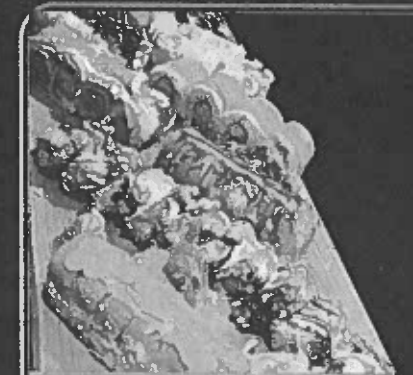
\$14.75

se, spicy crab-
eel sauce and



\$14.75

ide, topped
cado, wasabi



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

\$14.75

ream cheese
top, with eel

\$14.75

inside. Topped
and seared
wasabi mayo and

16. American Dream 🍣 \$14.75

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

17. Yummy Yummy 🍣 \$14.75

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

18. Super Crunch 🍣 \$15.75

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

19. Rock and Roll 🍣 \$15.75

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

20. Sunny 🍣 \$14.75

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



MAKI ROLL

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

VEG. ROLL

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

ACKNOWLEDGEMENT OF ALCOHOL TAX

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

Name Guan Y zheng

Title preident

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

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

Guan Y zheng
Signature

01-15-2024
Date

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

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

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

BUSINESS CONTACT INFORMATION

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

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

TAX PREPARER INFORMATION

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

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

Taxpayer Notification

Business Authorization



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

January 12, 2024



Letter ID: CNXXX1X685516246

Account ID: 4435-7826

We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

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

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

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

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

217 785-3707

Enclosure(s)

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

Illinois Business Authorization



HQ REMODELING INC.

DBA: DOMO SUSHI

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

Loc. Code: 045-0022-9-001

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

Certificate of Registration

Expiration Date:
02/01/2025

Sales and use taxes and fees


(4435-7826)

ILLINOISREVENUE

Director

OFFICIAL DOCUMENT

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

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6a
	Title:	Budget Revision for FY 2023-24 Regarding Additional City Contributions to the Police and Fire Pension Funds	
	Presenter:	Bill Hannah, Director of Finance	
Meeting: Government Operations Committee		Date: February 20, 2024	
Proposed Cost: \$ <i>N/A</i>		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
<p><u>Executive Summary</u></p> <p>At the January 22, 2024 Winter Workshop, staff presented a strategy to improve the funded status of the City’s police and fire pension funds by making an additional City contribution to each fund in the current fiscal year, over and above the required actuarial contribution that is budgeted in the current year.</p> <p>The City annually completes an actuarial valuation for both the police pension fund and the fire pension fund, as of the end of the fiscal year, in order to calculate the required contribution from the City for the upcoming fiscal year. For example, the actuarial valuation as of April 30, 2023 resulted in a recommended contribution that was incorporated into the December, 2023 tax levy, which will be received during FY 2024-25. The City’s actuarial valuations are calculated with a goal of 100% funded by 2040.</p> <p>The current funded percentages on an actuarial basis as of April 30, 2023 were as follows: Police Pension Fund: 52.4% Fire Pension Fund: 69.2%</p> <p>The current Unfunded Accrued Liabilities in each Fund as of April 30, 2023 were as follows: Police Pension Fund: \$44,129,162 Fire Pension Fund: \$23,601,049</p> <p>The City contributions to each Pension Fund being made in the current FY 2023-24 are as follows: Police Pension Fund: \$4,170,718 Fire Pension Fund: \$2,719,565</p> <p>By making an additional contribution to each Pension Fund, the City will structurally improve the funded status of each fund, which, going forward, will also reduce the contribution required from the upcoming tax levy from what it would have been. Currently, an additional contribution of \$1,000,000 would reduce future contributions by \$70,000 to \$80,000 annually. Making an additional contribution does not commit the City to do so in future years, but is something that can be evaluated annually. The City will evaluate this on an annually basis in conjunction with the annual budget process.</p>			

At the January 22nd workshop staff indicated that any method can be used to determine an additional amount. Based on the City's current fiscal needs, staff felt comfortable with an additional contribution based roughly on 2% of the current unfunded accrued liability of each Fund. Based on this measure, staff is recommending an additional contribution be made to each pension fund in the current year as follows:

Police Pension Fund: \$ 883,000

Fire Pension Fund: \$ 472,000

TOTAL: \$1,355,000

If approved, this additional contribution would be made in the month of February and incorporated into the Draft Budget projections for the current year.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Motion to Approve the Additional City Contributions to the Police Pension Fund and Fire Pension Fund as outlined.